

WORLD HYDROPOWER CONGRESS TERMS AND CONDITIONS

These General Terms and Conditions apply to each Attendee of 2019 World Hydropower Congress, and its preceding workshops from 13 to 16 May 2019, in Paris, France.

Definitions

“Professional Conference Organiser” hereafter referred to as “PCO”: K.I.T. Group France Association & Conference Management is the Professional Congress Organiser (PCO) of the World Hydropower Congress, and its preceding workshops from 13 to 16 May 2019, in Paris, France. The PCO supports the Congress secretariat and is responsible for registration services, social events and tours and is hereafter referred to as “K.I.T. Group”

“Congress Organiser”: The International Hydropower Association Ltd, hereafter referred to as “IHA”

“Attendee”: Any registered person, delegate, accompanying person, media representative or speaker present at the 2019 World Hydropower Congress is considered an Attendee.

“Congress”: the World Hydropower Congress, from 14 to 16 May 2019, in Paris, France (hereinafter referred to as the “Congress”).

1. Registration

1.1 The rights of an Attendee shall not be assignable to any other organisation, firm, person or otherwise.

1.2 The registration deadlines are as follows:

First early bird registration deadline:	18 January 2019, 24.00 CET
Second early bird registration deadline:	22 March 2019 , 24.00 CET
Full price registration:	23 March 2019, 00.01 CET
Group booking deadline	30 April 2019, 24:00 CET
Pre-registration deadline:	10 May 2019, 24.00 CET

After the pre-registration deadline, registrations are only possible on-site.

1.3 Only fully completed registration forms will be accepted. The registration fee is based on the date of the receipt of the registration form or completed online registration as well as the payment in full in accordance with the deadlines mentioned above. The online registration can be completed by clicking the button “register and pay” which can be found at the end of the form.

Should one deadline be missed, the next applicable fee will be charged automatically. The registration will only be confirmed upon receipt of payment in full.

- 1.4 The electronic or paper registration and their receipt by K.I.T. Group is deemed conclusive evidence of the Attendee's agreement to pay the full fees due at that date.
- 1.5 If the maximum attendee capacity is reached, K.I.T. Group, in agreement with IHA, reserve the right to refuse any registration.
- 1.6 Only registered attendees will be permitted access to the Congress.
To be eligible to register for the Congress, attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.
- 1.7 The registration fee for regular delegates includes admission to all Congress plenary and focused sessions, subject to venue capacity requirements.
- 1.8 The registration fee for an accompanying person includes entry to the Opening Reception and cultural show (14 May 2019) and Congress Dinner (15 May 2019).
 - i) A maximum of one accompanying person can be registered per delegate.
 - ii) Any additional accompanying person(s) would have to be agreed in writing by IHA.
- 1.9 To register as a media representative, please contact congress@hydropower.org in order to receive a media registration form. There is no registration fee for accredited media representatives. However, to register as a media representative, you must submit a copy of your official press credentials.
- 1.10 Registrations for more than five persons will be handled separately as a group booking. Please contact the K.I.T. Group Registration Department at hydropower@kit-group.org.
 - i) If a pre-paid allocation is not used in full during the pre-registration process, the remaining amount can be used for on-site registration.
 - ii) There will be no refund for badges which were paid for, but not used (in accordance with to the deadlines mentioned above). The deadline for group bookings is 30 April 2019.
 - iii) After the group registration deadline, registrations are only possible on-site.
 - iv) Only fully completed group registration forms as well as fully completed name lists (including the full name, personal email and postal address, of each participant) will be accepted. K.I.T Group cannot be held responsible for double bookings of an individual participant or group made by another company or organisation.
- 1.11 Congress Material:

To receive all Congress material, the registration form and full payment must be received no later than the 30 April 2019. If the registration form and/or full payment are received after this deadline, K.I.T. Group cannot guarantee that all Congress material will be available. All Congress materials will be handed out on-site at the

registration counter.

1.12 Methods of Payment:

Payment is required at the time of registration. It should be made in EUR only, using one of the following methods:

i) Credit/ Debit card (Visa, Master/Eurocard): Attendees should complete the relevant section of the registration form.

ii) Bank transfer: Payment is only possible until 30 April 2019 and should be made in EUR to:

K.I.T. Group France, 60 ter Rue de Bellevue, 92100 Boulogne-Billancourt

CIC Boulogne Entreprises, 220 boulevard Jean Jaurès, 92100,

Boulogne-Billancourt

K.I.T. Account	00020049701
Number:	3006 6109 33
Bank code:	CMCIFRPP
Swift:	FR76 3006 6109 3300 0200 4970 115
IBAN:	Participant number, name,
Reference:	Hydropower

1.12.1 Please note that all transfer costs must be prepaid by the transmitter.

1.12.2 Cheques will not be accepted.

1.12.3 Letter of Confirmation/Payment Receipt: will be sent by email once the K.I.T. Group has received the fully completed registration form and the related payment. Attendees must present this confirmation/payment receipt at the registration counter as proof of their registration and payment.

1.13 Visa Requirements:

1.13.1 Individuals requiring an official Letter of Invitation can request one from the K.I.T. Group Registration Department via the online registration form.

1.13.2 To receive a Letter of Invitation, attendees must first register for the Congress and submit payment in full.

1.13.3 Letters of Invitation will not be sent after 11 April 2019.

1.13.4 The Letter of Invitation does not financially obligate K.I.T. Group and/or IHA or any of their related partners in any way. All expenses incurred in relation to the Congress are the sole responsibility of the attendee.

1.13.5 It is the sole responsibility of the attendee to take care of their visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.

1.13.6 K.I.T. Group will not directly contact embassies and consulates on behalf of visa applicants.

1.13.7 In the event that a visa application is unsuccessful, but was applied for by 14 March 2019, standard cancellation terms apply. To receive the refund, the official proof from the embassy confirming that a visa could not be granted, must be sent to the K.I.T. Group Registration Department no later than 5 working days after the Congress.

1.13.8 Refunds will not be made for rejected visa applications if these were not applied for by 14 March 2019, an official document from the embassy rejecting the visa must be forwarded to the K.I.T. Group Registration Department. If the visa application is rejected this must be communicated immediately. Notification after the meeting will not be accepted.

1.14 Registration Name Change:

Name changes can only be actioned by contacting the K.I.T. Group Registration Department.

1.14.1 A handling fee of EUR 50 will be charged for every name change to an existing Congress registration.

1.14.2 Name changes will only be accepted until the pre-registration deadline, 10 May 2019. After the pre-registration deadline, all name changes must be carried out on-site.

1.14.3 A new registration form for the substitute attendee should be submitted, as well as a proof for the reduced fee if applicable.

1.15 Registration and additional Congress bookings cancellation Policy:

Notification of cancellation must be made in writing and sent to the K.I.T. Group Registration Department by email or fax. The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.

1.15.1 The registration is not deemed cancelled unless written acknowledgement is received from K.I.T. Group Registration Department.

1.15.2 Should an Attendee wish to cancel their attendance, any other administration, accommodation, travel or insurance costs incurred by the Attendee are the sole responsibility of the Attendee.

1.15.3 In the event of cancellation, the following charges will be applicable:

If the written notification of cancellation is received before the first early bird registration deadline, 50% of the paid fee will be refunded. No refunds will be made for cancellations received after this date. The same applies for cancellation of additional sessions and orders (e.g. congress dinner, workshops, etc.) unless otherwise agreed by K.I.T. Group in agreement with IHA in writing.

1.15.4 Refund requests will be processed after the Congress only. They must be made in writing and sent to the K.I.T. Group Registration Department by email no later than 15 working days after the Congress. No refund request will be processed after this date.

1.15.5 Credit will not be given for unattended events or early termination of attendance.

1.16 Name Badge:

The name badge must be worn during all Congress related events. Access to the Congress facilities will not be granted without a proper name badge. If an attendee loses, misplaces or forgets the name badge, a handling fee of EUR 50 will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.

2. Modification of the Congress Programme

IHA reserves the right to modify the programme, which is published as an indication only.

3. Handbook

The Publisher of the Handbook, and IHA, will not be responsible for any errors or omissions in respect of copy prepared and submitted by the Advertiser, Sponsors or Speakers.

4. Speakers

By registering as a Speaker you agree to submit the required documentation requested by IHA at the stated deadlines.

5. Undesirable Activities

If it appears to IHA that any Attendee may be engaged in activities that are deemed to be contrary to the best interests of the Congress the Attendee may be refused the right to participate in the event further.

6. Cancellation of the Congress

In the event that the Congress cannot be held or is postponed due to events beyond the control of K.I.T. Group and/or IHA (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Congress organisers, K.I.T. Group and/or IHA cannot be held liable by Attendees for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Under these circumstances, K.I.T. Group and/or IHA reserve the right to either retain the entire registration fee and to use it for a future congress, or to reimburse the Attendee after deducting costs already incurred for the organisation of the Congress and which could not be recovered from third parties.

7. Force Majeure

K.I.T. Group and/or IHA shall not be liable to the Attendee nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement to the extent (i) such failure or delay is caused by or results from causes affecting the city where the conference takes place, (ii) is beyond the reasonable control of the affected party and (iii) against which such party could not reasonably have provided against before entering into this Agreement, including, but not limited to, embargoes, war (whether war be declared or not), insurrections, acts of terrorism, riots, civil commotions, strikes or lockouts (by persons other than the parties, their affiliates and/or subcontractors, and their respective employees), fire, floods, or other acts of God.

8. Tours

All tours are based on a minimum number of 10 attendees. Should the minimum attendee number not be reached, K.I.T. Group Event Department reserves the right to cancel the tour and to refund the amount paid. Prices may be subject to change for exceptional reasons beyond the control of the K.I.T. Group Event Department.

It is the booker's responsibility to adhere to the travel instructions supplied for the tour. No compensation will be made for a missed departure.

- 8.1 Tickets for accompanying tours and excursions are not refundable, unless the tour is cancelled by the K.I.T. Group Event Department for the above mentioned reason.

9. Venue

Attendees shall comply with all relevant building regulations, health & safety and other regulatory requirement and any and all Government rules and regulations.

- 9.1 Audio visual equipment (including without limitation CD players, microphones, and radios) or other sound devices operated in a manner objectionable to IHA shall be prohibited, and the Attendee shall immediately cease using such equipment if so requested by IHA.
- 9.2 Attendance hours shall be controlled solely by IHA, who will specify hours etc. Admission shall be by ticket or badge, and identification badges will not be transferable.

10. Property

K.I.T. Group and/or IHA are not responsible for any loss, or theft, to property or any damage by fire or other means. Items left overnight are the responsibility of the owner, but the Congress organiser, while taking precautions against loss, will not guarantee against it and is

hereby expressly released from any liabilities for damage therefrom. The Attendee is urged to adequately insure relevant property.

K.I.T. Group and/or IHA are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the event is held. The Attendee is urged to adequately insure all shipments.

11. Content

The Attendee expressly acknowledges that no representations - whether oral or in writing-expressed or implied have been made concerning the amount of business to be gained from the Congress, its success or that the Congress organiser, employees or other entities allied with them have made any guarantees or assurances concerning the Congress. The Attendee further acknowledges that this document constitutes the entire Agreement and the binding rules and regulations existing between the parties, and that the Attendee has been given no oral change or modification. No one is authorised to make any oral changes in this Agreement.

The Attendee expressly acknowledges that the opinions expressed by speakers do not necessarily represent the views of IHA. IHA will therefore not accept liability arising from any actions taken as a result of presentation content.

12. Data Protection and Sharing of Contact Details

The acquisition, handling (which includes saving data, changes, transmission, blocking and erasing) and utilisation of all personal registration data is executed within the guidelines of the European and French data protection regulations.

- 12.1 K.I.T. Group will collect and store all data for the preparation and execution of the Congress.
- 12.2 When you register or book a tour you will be asked to complete the online form requesting for: your full name, address, email address and telephone number. The collected information is required to process, book and complete your booking (including the sending of a confirmation email of the booking to you).
- 12.3 Should you choose to make the payment for your bookings with a credit/debit card, your credit card details (i.e. card type and number, CVC code, expiration date, card holder name) will also be collected.
- 12.4 Your card details will be kept by K.I.T. Group until three months after the end of the Congress.
- 12.5 All data will be saved and processed in compliance with the applicable data protection legislation.
- 12.6 In order to protect and safeguard the personal data provided, appropriate business systems and procedures have been implemented and are in full operation. For example, your card information is transmitted to K.I.T. Group through a secure server protocol, which encrypts all your personal and card details. The encryption method used is the industry standard "Transport Layer Security (TLS)" technology. K.I.T. Group's TLS certificate has been issued by [utn.usertrust.com](https://www.usertrust.com).

- 12.7 K.I.T. Group has implemented and uses security procedures and technical and physical restrictions for accessing and using personal information. Only authorised employees are permitted to access personal information for performing their duties in respect of the requested services.
- 12.8 K.I.T. Group's server and network are protected by firewalls against unauthorised access and they have intrusion detection systems that monitor and detect unauthorised (attempts to) access to or misuse of their servers.
- 12.9 In addition, the Congress organisers periodically share contact details of attendees with third parties that may use these details to contact attendees regarding activities at the Congress or other communications which may be of interest. Therefore, data might be passed on to third parties unless otherwise explicitly indicated by the attendee. Your complete contact details will only be forwarded if:
- Your explicit consent is given, or
 - A third party has proven to K.I.T. Group that you have violated the rights of this third party and thus demands the disclosure of your data as long as your interests, fundamental rights and basic freedoms are not outweighed, which is required by the protection of your personal data, or
 - K.I.T. Group is obliged to give out your data due to, for example, a court order or an official order.
- 12.10 The Congress organisers may use Lead Capture Technology to scan or count attendees in to sessions, the name badge will include a barcode which will hold data, like a business card.
- 12.11 In case of data protection enquiries please contact the data protection official of K.I.T. Group and its subsidiaries by email france@kit-group.org
- 12.12 The Attendee hereby declares their consent for the creation of image, film and audio recordings related to the Congress and that this material can be shared and published within public reporting or used in social networks (Facebook, Twitter, Instagram) about the event without entitlement to remuneration. The participant explicitly gives their consent for the use of their images captured at the event for publications and communications relating to the event according to the effective law.

13. Liability

- 13.1 The Attendee shall take part in the congress and/or post-congress study tours at their own risk.
- 13.2 Oral agreements shall not be binding if these have not been confirmed in writing by K.I.T. Group in agreement with IHA.
- 13.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 13.4 K.I.T. Group and/or IHA shall be held liable in the framework of a duty of care as a respectable business according to statutory provisions.

13.5 Nothing in this Agreement limits or excludes the liability of IHA and/or the Congress Organiser or its sub-contractors for:

- i) death or personal injury resulting from its negligence; or
- ii) fraud or fraudulent misrepresentation.

13.6 The liability of the Congress organisers and/or IHA - for whatever legal reason - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.

13.7 Subject to clause 13.5:

K.I.T. Group and/or IHA shall not under any circumstances whatever be liable for:

- i) i loss of profits; or
- ii) any special, indirect or consequential loss, costs, damages, charges or expenses; and

14. Fulfilment and Jurisdiction

This contract is subject to the law of Nanterre, France. The terms of this contract shall be fulfilled in Nanterre, France and in the event of any legal claims arising from either party, Nanterre, France shall be the sole court of jurisdiction.

15. Severability Clause

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative. The parties are obliged to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

As of 2018