

# TERMS & CONDITIONS

# **Terms & Conditions**

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#### Languages

The official languages of the World Organization are English and French. The World Scout Bureau will make all Conference Documents available in both languages. When possible, it endeavours to make them available also in Arabic, Russian and Spanish - the three additional working languages of WOSM.

*In the event of a conflict arising out of the interpretation of this Conference Document or any other official document of the World Organization, the English text shall prevail.* 

# 1. Object

The following pages contain our Terms and Conditions ("Terms") applicable to the 18th European Guide Conference, the 25th European Scout Conference, and the 18th European Guide and Scout Conference ("Conferences") organised by Pfadfinder\*innen Österreich, represented by the Scouts and Guides of Vienna, WAGGGS Europe and the European Scout Region bounded by a specific Memorandum of Understanding ("Organisers") in relation to the registration, participation, and where applicable cancellation of the attendees ("you", "your", "yours") of the Conferences whether physical or virtual with the use of video or web conferencing tools/platforms.

# 2. Binding Effect

Upon submission of your completed online registration form, you are considered 'registered' (pending payment). Please note that by submitting your registration, you agree to these Terms without modification, and you enter a binding contract with the organisers when you register for the Conferences.

If you register for the Conferences on behalf of a delegation, you agree to these Terms on behalf of the entire delegation, and you confirm that you have the authority to do so. In such cases, "you" and "your" will also refer to the delegation. If you do not have such authority, or if you do not agree to any portion of these Terms, please do not register for the Conference(s).

By submitting your registration, you agree to adhere to the rules and measures issued by the Austrian government regarding any regulation to public order and the rules that the organisers will issue during the Conferences to organise the event in accordance with the measures. The rules for the conferences are liable to change shortly before or during the Conferences due to possible changes in the measures taken by the Austrian government.

If you do not adhere to the Terms and/or measures during the conferences and persist in this behaviour after due warning or cause risk for damages to the organisers, participants or others, the organisers reserve the right to exclude you from further participation in the conferences and/or deny you access to the premises where the conference takes place.

# 3. Language

The Organisers have translated these Terms into French, the second official language in the Regions. However, the English language version governs these Terms. In case of any conflict between the English language version and a translated version, the English language version will prevail.

# 4. Payment of Fees

If you wish to attend the conferences, you undertake to pay the relevant fees as specified on the registration system. The fees shall be paid in accordance with the conditions set out in the registration system. The participant fee is  $\notin$  975 (in words nine hundred seventy-five euro) per person until February 22nd, 2025. Thereafter, the registration fee is  $\notin$  1125 (in words, one thousand one hundred twenty-five euro). If applicable, until January 19th, 2025, you may opt for a conference package that includes the room choice in

a hotel at the conference venue. In such case, the T&C of the venue, Hotel Wimberger Vienna, apply and is referenced here. The participation fees and applicable hotel fees will be invoiced for the total number of participants per delegation of each member organisation. The invoice will be sent to the delegation and will include the overall fees of all registered participants. In case of full non-payment of the total invoiced amount by a delegation, the Organisers have the full right to deny all delegation participants from entering and joining all activities of the Conferences. In case of partial non-payments for one or more registered participants, the Organisers have the full right to deny an equal number of participants of the delegation from entering and joining all activities of the Conferences.

The invoice fee is to be paid to the account provided by the Host. Credit cards or alternative forms of payment are not foreseen. The full amount due is to be paid at no cost to the host. The delegation must bear all transfer costs.

# **5.** Registration **Confirmation**

You agree and understand that your registration for the Conferences is subject to our confirmation per the conditions outlined in the registration system.

#### **5.1** Deadlines for Registrations

Main registration period – November 26th, 2024, to February 22nd, 2025 Start of nominal registration - March 20th, 2025

#### 5.2 Late registration

February 23rd, 2025 - Late Registration Begins

June 30th, 2025 – Deadline for Delegation Registration. Participants can be replaced until this deadline. July 15th, 2025 – Final Deadline for registration of special Guests and contributors. After this date, no registrations will be accepted unless the Host Committee grants special approval.

#### 5.3. Registration for WAGGGS governing sessions online

Registration is subject to confirmation under the conditions outlined in the registration system. Registrations will open on November 26th, 2024, until June 30th, 2025. Registration fee is set at € 45.- and will be due after January 19th, 2025. Depending on funding, the amount may vary.

# 6. Cancellation

#### 6.1 Cancellation by the organisers

In case of cancellation of your registration and/or cancellation of the Conferences by the Organisers, the paid Conferences fees will be reimbursed to you in due time, subject, however, to the provisions of section 14. The Organisers will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise.

Should the Conferences be postponed or cancelled, the Organisers are not responsible nor liable for any additional costs and/or expenses (other than the paid fees) you may incur due to the postponement and/or cancellation of the Conferences.

If the event is cancelled after the starting date due to a cause beyond control (force majeure) and must be moved or cannot continue according to plan, the organisers may decide to cancel the event. If, in such a case, the agreement is terminated, participation fees will be refunded, except for the costs for already delivered services that cannot be undone.

#### 6.2 Cancellation by you

During the initial phase from November 26th, 2024, until January 19th, 2025, Head of Delegations register the number of delegates. This number is only final as of January 20th, 2025. After this date, the participation fee for the number registered participants will be fully due. Up to and including June 30th, 2025, a participant can be replaced by a new participant at no additional costs. Any reduction of numbers after January 19th is not refundable.

#### 6.3. Cancellation covered by insurance

The conference fee includes insurance for the Host in case of certain circumstances. These circumstances are outlined by the provider Allianz Global Partners and will be issued personally.

The T&Cs are provided and updated after March 1st, 2025, before the start of the nominal registration on March 20th, 2025.

#### 6.4. Cancellation of online participation

The fee for online participation during the governance sessions is non-refundable but transferable.

# 7. Travel & Accommodation

You are fully responsible for making your own travel and accommodation arrangements.

Accommodation is included for those ordering a conference and hotel package. It is recommended that you check your visa requirements with your local embassy or consulate. The Organisers will facilitate official invitation letters in case visas are required.

The Organisers will not be liable for any travel or accommodation formalities and/or expenses or if you are unable to attend the Event due to a Force Majeure event or any event out of our control. The Organisers recommend you subscribe an appropriate insurance against cancellation as well as to have adequate health and accident insurance.

# 8. Health – Assistance – Dietary Requirements

By agreeing to these Terms, you give permission for emergency care in case it is neededIf you need any special assistance (e.g., in relation to a person with a physical disability), please email the event organiser in advance to arrange such assistance at the Event. Where applicable, you will be given the opportunity to mention any dietary requirement in the registration form.

# 9. Photography and Filming

By registering and/or by participating to the Conferences wherever physically or virtually via video conferencing or web conferencing platforms/tools, you acknowledge that certain sessions and/or social functions may be photographed and/or filmed and/or web streamed and that some of these photos and video recordings can be used for the minutes of Event/meeting, news, promotional purposes, future marketing materials, illustration, information and dissemination activities via Scouting Nederland, WAGGGS or WOSM's own websites or inclusion in their social media pages which may process personal data according to their own policies. Participation in the Event (whether online or not) indicates your consent to be included in the recording of the meeting. Should you have any concerns about this, or do not wish to be featured in any of these materials, please approach the organisers and inform them before or on the starting day of the Conferences. However, you are advised that incidental inclusion of some images of yourself within any recording or photos may take place. Photos and recordings will be publicly available.

## **10. Intellectual Property**

For the purposes of these Terms, "Intellectual Property Rights" are any and all rights (including without limitation copyright, trademarks, trade names, know-how, design software applications, websites, rights in databases, compilations and designs, moral rights) and prerogatives, registered or not, arising from Austrian and international legislation on the protection of patents, design, trademarks, know-how, and trade secrets. You agree that all elements made available by the Organisers or made available via the Organisers in connection with the Conferences, including, without limitation, notes, records, studies, reports, brochures, drawings or other documents and tangible items including images, texts, comments, graphics, illustrations, logos, icons, the Organisers' brand and products names, are (i) the exclusive property of the Hosting Organisation, and/or of its licensors and (ii) could be protected by Intellectual Property Rights. The Organisers in writing, they may not be sold, licensed, rented, modified, used, distributed, copied, reproduced, transmitted, publicly displayed, publicly performed, published, adapted, edited or translated in whole or in part by you to any third party outside of the other registered participants for the Event. These Terms do not grant to you any license nor any right to use these elements made available to you except where such use is limited to the purposes of your attendance to the Conferences.

Subject to the provisions of Section 12, should you decide to share at the Conferences, notes, records, studies, reports, brochures, drawings, or other documents and tangible items, including (or not) Intellectual Property Rights, you are responsible to secure that you have all necessary authorisations to share such material, content and/or information, such as amongst others music, during the Conferences. You understand and agree that the Organisers are not responsible for any further use and/or disclosure of such material, content and/or information, such as amongst others music, by any other participant to the Conferences and/or third-party. You also understand and agree that the Organisers may use such material, content and/or information for the minutes of the Conferences in accordance with these Terms.

# **11. Force Majeure**

The Organisers are not liable for failure to perform the responsibilities outlined in the Terms in the event of a Force Majeure. A Force Majeure is interpreted as an event of a sudden and unexpected nature, related to the catastrophic effect of forces of nature, epidemic or pandemic of infectious diseases, acts of executive and legislative authority, including acts of authority of a state other than the Host Country or the acts of the authorities of international organisations, including in particular those of state authorising including states other than the Host Country, and international authorities, related to the reduction of the effects of the epidemic and pandemic infectious diseases, as well as disorder of collective life (e.g riots, was, state of emergency, strike, etc.) the consequence of which is or may be difficulties of the inability to organise the Conferences caused (among other things) by limitation the entry of participants into the territory of the Host Country, restrictions related to the organisation of mass events, or the withdrawal of participants in the event due to the concern of health, life or guidelines and advices of state or international authorities and organisations. In particular, the COVID-19 epidemic or pandemic of COVID-19 disease, as well as the actions of state authorities, including countries other than the Host Country, and international lysis, are considered to be a Force Majeure to the extent that they may hinder or prevent the organisation of The Activities.

Performance under these Terms is deemed to be suspended for the period that the Force Majeure event continues to affect performance. The Organisers and/or you will use our reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which our and/or your obligations under these Terms may be performed despite the Force Majeure event.

# 12. Liability

You are required to keep your personal belongings (including your computer and/or other devices) with you at all times, and The Organisers accept no liability for damage to, or loss of, personal belongings. The Organisers do not accept any liability for any loss (including, without limitation, theft) occasioned on our premises and/or on any premises of any Event being staged at external venues save for any damages caused directly by our negligence in which circumstances and, to the extent permitted by law, our liability shall be limited to your paid Conferences fees.

To the extent permitted by law, The Organisers and their partners as well as any video conferencing or web conferencing platforms' system provider for the Conferences and each of its and their respective officers, directors, and other partners and employees, shall not be liable under any circumstances, whether in contract, or otherwise, with respect to the damages suffered in relation with the organisation and/or your registration for and/or participation to the Conferences for:

(a) any indirect, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, loss of data, additional personnel costs or other intangible losses (even if The Organisers have been advised of the possibility of such damages), and/or

(b) the cost of procurement of substitute services and/or

(c) any matters beyond our reasonable control, including Force Majeure event. You hereby expressly waive all claims against any of the aforementioned organisations and/or physical persons for any of the aforementioned damages.

In case of your registration for and/or participation in the Conferences:

- via video conferencing or web conferencing platforms/tools, you are responsible for securing that you have all authorisations to register for the event, attend the event, and, to that effect, also have an appropriate Internet connection, equipment and compatible browser software in order to utilise the video or web conferencing platform/tool and participate to the event
- and if you have decided to upload and/or share material, content, data and/or any information, you are responsible for securing that you have all authorisations to upload and/or share such material, content, data and/or information in the frame of the Event; you agree to indemnify the Organisers in case of any third party intellectual property rights claim infringement. You acknowledge that the Organisers are not responsible nor liable for

i any further use of such material, content, data and/or information by any participant and/or by any third party during and/or after the Conferences and/or

ii any loss, interception, storage and/or use of such material, content, data and/or information across systems that are not controlled by the Organisers where for example the event is attended via video conference or web conferencing platforms/tools.

The organisers are not liable for any damages or costs caused by exclusion from the Conferences due to non-adherence to the Terms as defined.

# 13. Update of Terms and Conditions, Governing Law and Jurisdiction

These Terms are effective from the 26th of November 2024. and shall apply to your registration for and/or your participation in the Conferences. The Organisers may update these Terms at any time. In such cases, appropriate information will be disclosed. Consequently, you are invited to regularly refer to the latest Terms in effect when registering. You agree that these Terms will be exclusively governed by the laws of the Republic of Austria without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to the conclusion, validity, interpretation or performance of these Terms and/or ulterior agreements that could arise therefrom will be under the exclusive jurisdiction of the competent courts of the Republic of Austria.