

General Terms and Conditions

Acuril Conference Curaçao 2022 Foundation



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General provisions

Article 1 Definitions

In these General Terms and Conditions, the following definitions apply:

- 1) **Acuril Conference Curaçao 2022 Foundation:** The foundation founded to organize the operational logistics of the Acuril conference in Curaçao. The foundation is represented by the Local Organizing Committee Acuril, hereinafter referred to as LOC Acuril. LOC Acuril is responsible for the operational logistics of the Acuril Conference in Curaçao;
- 2) **User:** Every natural person of at least eighteen (18) years old that visits, explores, registers and purchases tickets for the Acuril conference or performs any other related activity on the website of LOC Acuril;
- 3) **Service (s):** Any activity related to visiting, exploring, registering, or purchasing on the website of LOC Acuril;
- 4) **Exhibitor:** Any natural person of at least eighteen (18) years old or legal entity (company) that showcases its products or services at the Acuril Conference;
- 5) **Sponsor:** Any natural person of at least eighteen (18) years old or legal entity (company) that contributes to the realization of the Acuril Conference by purchasing one of the sponsor packages available on the website of LOC Acuril.

Article 2 Precautionary provisions

- 1) These General Terms and Conditions governs the activities of users on the website of LOC Acuril, more especially the procedures and terms for registrations to attend the Acuril Conference. These General Terms and Conditions are therefore explicitly made available by LOC Acuril when a user wants to register and purchase tickets to the Acuril Conference in Curaçao.
- 2) These General Terms and Conditions also apply to the exhibitors and/or sponsors, unless stipulated otherwise by LOC Acuril.
- 3) Access to the website and or usage of the website is only intended for natural person of at least eighteen (18) years old. LOC Acuril therefore excludes any form of accountability, responsibility and liability for harm and damages occurred by minors that might result or result from activities related to the website of LOC Acuril.
- 4) The use of services on the website of LOC Acuril is also governed by a Privacy Policy, which forms part of these General Terms and Conditions. The Privacy Policy governs whose personal data is collected, how personal data is collected, for what purpose and to whom personal data is disclosed.
- 5) A user can at any time access these General Terms and Conditions and Privacy Policy on the website of LOC Acuril.
- 6) LOC Acuril will implement the necessary measures to guarantee safety on site at the Acuril Conference. The user is obliged to provide LOC Acuril with all information necessary to provide the safety levels needed at the conference. The user guarantees the correctness and completeness of the information it provides.

Article 3 Applicability

- 1) These General Terms and Conditions are applicable on each contract, legal- and factual act related to the service(s) provided by LOC Acuril or any third party that acts on behalf of LOC Acuril. The applicability of General Terms and Conditions of the user is explicitly excluded.
- 2) In the event of amendments these General Terms and Conditions by LOC Acuril, the amended General Terms and Conditions shall apply to any activity related to the services available on the website of LOC Acuril from the date of publication on the website www.acurilconference.com. These General

Terms and Conditions are drawn up in the English, Spanish, and French language. In the event of contrariety, the English text will prevail.

- 3) If any of the provisions of these General Terms and Conditions are void or voidable, this will not bar the validity of the remaining provisions.

Article 4 Engagement with third parties

- 1) LOC Acuril can, when carrying out the service(s) on the website, engage the services of third parties. By using the service(s) on the website of LOC Acuril, the user acknowledges the use of third-party services for the purpose of facilitating and betterment of the service(s) provided by LOC Acuril like, but not limited to, payment options. In accordance with the Privacy Policy, the user is aware of these third-party services and grants LOC Acuril the permission to share the necessary information to these third parties. In the case that the user opposes to these third-party services, the user should refrain from using the service(s) provided by LOC Acuril on their website.
- 2) The website of LOC Acuril refers and/or links to other websites that are not owned or controlled by LOC Acuril to provide information the user for their stay in Curaçao. The user acknowledges that LOC Acuril assumes no responsibility for any damage or harm that might result from the third-party website.
- 3) LOC Acuril is not liable for any (damages resulting from any) shortcomings or errors by engaged third parties.

Registration, payment, and refund policy

Article 5 Registration procedure and fee

- 1) Entrance to the Acuril Conference is only allowed with proof of a valid and complete registration and payment for the specific registration, which registration can only be done on the website of LOC Acuril. LOC Acuril reserves the right to request for proof and/or evidence to substantiate the type of membership that has been registered and paid for by the user. If the user fails to provide such proof, LOC Acuril can restrict and/or refuse access or entrance to the Acuril Conference without refunding the payment of registration fee(s).
- 2) The fee(s) for the types of registration are made available on the website. LOC Acuril reserves the right to amend the fee(s). In the event of amendments, the amended fee(s) are made available on the website and apply from the date of publication.
- 3) LOC Acuril reserves the right to make hybrid attendance to the Acuril Conference possible. Registration for hybrid attendance will be effective from the date of publication on the website of LOC Acuril. Any completed registration that is fully paid or needs to be paid on site before the option of hybrid attendance can only be changed to a hybrid attendance subject to an additional administration fee of USD 15, unless the user encounters unforeseen circumstances in the sense of Book 6 section 258 of the Civil Code of Curaçao subject to review by LOC Acuril.
- 4) Registration by a user on the website for the Acuril conference is bound by the Privacy Policy unless otherwise stated or made known by the user to LOC Acuril when completing the registration.

Article 6 Payment

- 1) To complete registration, each user is obliged to choose one payment option. The payment can be made by wire transfer, online payment or payment on site.
- 2) LOC Acuril provides the necessary information for the wire transfer. In that case, the user might be requested to provide personal information, including but not limited to, your credit card or debit card number, the expiration date of your card, your billing address. This information will not be shared, unless necessary as stipulated in the Privacy Policy.
- 3) The user is obliged to provide the correct information for the wire transfer. In the event the user fails

to do so, LOC Acuril cannot be held accountable, responsible, or liable for any wrongdoing or errors that might occur during the wire transfer of the fee(s).

- 4) The payment on site can be done at the registration tables in the entrance of the conference. Payment can be made by PIN payment with a debit- or credit card. Payment cannot be made by cheque.
- 5) In the event, the user cannot provide proof of payment or is unable to provide payment on site, in accordance with article 5 (1) of these General Terms and Conditions, LOC Acuril can restrict and/or refuse access or entrance to the Acuril Conference.
- 6) In the event of hybrid attendance, payment can only be done by wire transfer and/or online payment. To gain access to the conference, the user is obliged to send a proof of payment to info@acurilconference.com. LOC Acuril will accordingly grant the user access to the Acuril Conference by providing the user all necessary information to login.

Article 7 Refund policy

- 1) The refund policy is applicable to any user that can provide proof of payment of their respective registration. If the user is unable to provide proof of payment to any of the following circumstances in this article, no refund will be granted.
- 2) For cancellations, the user is obliged to send a cancellation notice to LOC Acuril by email on info@acurilconference.com and provide the necessary information to LOC Acuril so they can process the cancellation.
- 3) In the event the user cannot attend the Acuril Conference, for any reason whatsoever, the user can request LOC Acuril to transfer their completed registration to an allocated person by the user, to the extent that this is reasonably possible, and the registration is fully paid or will be paid on site.
- 4) In the event the user cannot attend the Acuril conference, for any reason whatsoever, but is unable to transfer their completed registration to another person, the following refund arrangement apply:
 - a. For any cancellation received by LOC Acuril thirty (30) days prior to the first day of the Acuril Conference, meaning any cancellation received on or before 6 May 2022, LOC Acuril will refund the registration fee(s) minus a ten percent (10%) processing fee;
 - b. For any cancellation received by LOC Acuril, twenty-nine (29) to ten (10) days prior the first day of the Acuril Conference, meaning any cancellation received between May 7 and May 26 2022, LOC Acuril will refund 50% of the registration fee(s).
 - c. For any cancellation received by LOC Acuril, within ten (10) days prior to the first day of the Acuril Conference, meaning any cancellation received after 27 May 2022, LOC Acuril will not grant a refund of the registration fee (s).
- 5) In the event of unforeseen circumstances in the sense of Book 6 section 258 of the Civil Code of Curaçao, a special request for a refund can be made by the user to LOC Acuril. LOC Acuril reserves the right to grant or refuse such special request.
- 6) In the event, LOC Acuril must cancel the Acuril Conference due to unforeseen circumstances in the sense of article 6:258 of the Civil Code of Curaçao, LOC Acuril will refund the registration fee(s) in full.
- 7) For exhibitors, the refund and/or cancellation policy stipulated in the 'Acuril Exhibitor contract' applies.

Article 8 Provisions related to the sponsor

- 1) The legal relationship between the user and LOC Acuril, after the purchase of a sponsor package, as made available on the website of LOC Acuril, is governed by the rules and conditions of the respective sponsor package.
- 2) Each of the parties has the right to terminate the sponsor agreement with immediate effect if the other party is declared bankrupt, has applied for a temporary suspension of payments, or is liquidated.

- 3) If activities agreed in the respective sponsor package cannot take place for reasons through no fault of LOC Acuril, LOC Acuril is not obliged to refund any payments made by LOC Acuril for the realization of the Acuril Conference that have been already performed. Any remaining (sponsor) amount made available to LOC Acuril will be refunded to the sponsor.
- 4) In the event as stipulated in sub 2 of this article, LOC Acuril will not owe the sponsor any compensation for damages or harm occurred by the sponsor.
- 5) After (premature or otherwise) termination of the sponsor agreement, for whatever reason, the parties will no longer be allowed to exercise the rights under this agreement in any way. After termination of this agreement, the parties will immediately stop using each other's brand name/trade name and/or logo.

Liability and force majeure

Article 9 Liability of LOC Acuril

- 1) LOC Acuril is not liable for any damage resulting from faulty cooperation or incorrect/incomplete information from the user.
- 2) LOC Acuril is not liable for damage as a result of the use of (electronic) communication resources including damage as a result of the non-delivery or failure of timely delivery of electronic messages by third parties or by software / equipment used for electronic communication and transmission of viruses and other equipment causing damage.
- 3) A claim for compensation for damage must be submitted to LOC Acuril within two weeks after the Acuril Conference has taken place, failing which the right to compensation will lapse.

Article 10 Force Majeure

Circumstances that are not attributable to the LOC Acuril, which are of such a nature that the Acuril Conference can no longer continue (such as but not limited to extreme weather, withdrawal of one or more permits, national mourning, and pandemic) gives it the right to dissolve the conference in whole or in part and/or to suspend its execution without any obligation to pay compensation, other than refund of the registration fee(s). LOC Acuril advises the user to insure itself against these risks.

Final Provisions

Article 11 Intellectual and copyrights

- 1) Services provided by LOC Acuril, their original content, features, and functionality are the exclusive property of LOC Acuril and its licensors. The services on the website are protected by copyright and trademark laws effective in Curaçao. The services and products can only be used by others with prior written consent of LOC Acuril.

Article 12 Applicable law, complaints, and disputes

- 1) The legal relationship between LOC Acuril and the user will be governed only and exclusively by the law of Curaçao. The Court of Instance of Curaçao has jurisdiction in the first instance
- 2) In the event of a complaint, the user will follow the complaint procedure installed by LOC Acuril. The user can present their claim to LOC Acuril by sending an email to info@acurilconference.com, in any case in two weeks after the issue occurs. LOC Acuril will first discuss the complaint with the user to find a solution together.