

# TERMS & CONDITIONS

## 1. OVERVIEW

1. By virtue of registering and using the services provided by Triumph Italy srl (from now on "Triumph"), the person, corporation or institution using the services (from now on "User") and the Triumph Italy srl enter into an agreement ("Agreement") regarding the use of the services. Triumph Italy srl may amend this Agreement by posting an amended version on the Terms & Conditions tab of the Triumph Italy srl web site. By continuing to use the services, the User agrees to the Terms & Conditions then posted.
2. Triumph Italy srl may use external providers (from now on "Providers") for specific services linked to the Triumph Italy srl activities.
3. This agreement is based on the following general "Terms and Conditions" (from now on "Terms").

## 2. TERMS OF THE AGREEMENT

1. Any Triumph Italy srl service that is linked to the payment of a registration fee by the User will be granted after receipt of payment by the Triumph Italy srl and/or its Providers.  
Important : in case of technical malfunction which falls under the category of circumstances beyond the Triumph Italy's and/or its Providers control, the service will be granted as soon as possible.
2. Triumph Italy srl and/or its Providers cannot be held liable in case of delays or malfunctions or disruptions in the services given, , unless the Triumph Italy srl and/or its Providers act in gross negligence or in wilful misconduct.

## 3. PRICES AND PAYMENT

All prices indicated on the Website are in EUR. Users are able to make payments electronically to the Triumph Italy srl and/or its Providers by major credit cards and/or by bank transfer. If payments are made by bank transfer any eventual bank charges must be paid by the User.

## 4. USER'S OBLIGATION TO PROVIDE TRUTHFUL AND CURRENT INFORMATION

The User is obliged to state truthfully all requested information in the registration process and in any subsequent data request, in particular, it's the User's duty to make sure that the e-mail provided is active and can be accessed by him/her. Finally, the User is obliged to up-date his/her profile whenever it is the case.

To the extent the User has provide incorrect or incomplete information in the course of the registration process, the Triumph Italy srl and/or its Providers are entitled to cancel any of the requested services irrespective of whether or not a contract has been concluded.

The Triumph Italy srl and/or its partners will send a confirmation of receipt and/or an invoice to the User whenever a payment is made.

One Person per pin Number: The virtual conference registration form allows only the registered attendee to stream, participate, and earn CME/ECM credits for the conference. If a second person would like to join they must register themselves and have their own unique pin to participate.

## 5. CONGRESSES AND MEETINGS

The Triumph Italy srl organises Congresses as well as other Meetings (from now on "Meeting") on a recurring basis.

Attendance of all the Triumph Italy srl Congresses and/or Meetings are subject to a fee for all attendees (even Abstract presenters).

Registration for the Congresses and/or Meetings are binding for the attendee.

Booking, cancellation and conditions to attend the Meetings are disciplined applying relevant policy in the appropriate section of the Congress/Meeting website.

The Triumph Italy srl reserves the right to make any necessary changes to the program at short notice. There will be no kind of refund of the fees paid for changes in the program itself.

## **6. EVENT STANDARDS OF BEHAVIOR**

The events are dedicated to providing a pleasant experience for all attendees, regardless of gender, age, sexual orientation, disability, physical appearance, race, or religion (or lack thereof). The meeting organizers will not tolerate harassment of attendees in any form. Inappropriate language and imagery will not be accepted in any of the event spaces, including the presentation hall, poster hall, exhibit hall, networking lounge, chats, related social media and others. Any attendees violating these rules may be sanctioned or expelled from the event at the discretion of the meeting organizers.

## **7. RESPONSIBILITY FOR CONTENTS**

Responsibility for every kind of content diffused during during its Meetings lies with each user. The User alone is responsible for the content , and the consequences of any content. The User agrees not to send or submit contents:

- a. that is false, inaccurate or misleading;
- b. that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- c. that violates any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising);
- d. that are libelous, threatening or harassing;
- e. that are obscene or contain any kind of pornography;
- f. that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- g. that might create liability for us or might cause us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- h. that interfere with the ability of others to enjoy our site;
- i. that impersonates any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Triumph Italy srl;
- j. that link to or include descriptions of goods or services that: (i) are prohibited under this Agreement; or (ii) the User does not have a right to link to or include;
- k. that contain any content that the User does not have the right to make available under any law or any contractual or fiduciary relationship (such as inside information and confidential information learned under a non-disclosure agreement); or
- l. that instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

Triumph Italy srl neither endorses nor guarantees the accuracy or propriety of the information users submit. Triumph Italy srl does, however, reserve the right, but does not assume the obligation, to restrict or prohibit your use of the website if it believes the User is violating any of the terms of this Agreement and to remove, edit, or relocate any submission as it sees fit, whether for legal or other reasons.

Users may share their email information in our discussion areas. Accordingly, the User may not use any other user's information, personal or otherwise, for any marketing and commercial purpose, to send chain letters, junk mail, "spam," or other bulk communications or for developing lists. Any such use by the User will be a violation of this Agreement.

The User is solely responsible for its interactions with other visitors. Triumph Italy srl reserves the right, but not the obligation, to monitor disputes between the User and other attendees.

## **8. COMMUNICATIONS**

Triumph Italy srl will communicate with the User through email and notices posted on the website. These include a series of welcome emails, event reminders, newsletters, pop-up, sponsored emails and update emails which help inform users about various website features and releases.

## **9. EXHIBITOR/SPONSORS EMAIL OPT-IN**

By engaging with an exhibit booth in the virtual or physical exhibit booth or by entering a sponsored session in the presentation halls, the User is consenting to receive email communications from the exhibiting/sponsoring organizations to share documents about the congress, thank the User for its visit and request an explicit consent from the User for further communications.

As a participant of this event, name, surname, email, job title, organization, city, state and/or country will be listed on the attendee list that will be distributed to the sponsors and exhibitors of this event.

## **10. USE OF YOUR INFORMATION**

To find out how Triumph Italy srl may use the User information please read Triumph Italy srl Privacy Policy. The User information may be received by exhibitors/sponsors as well as Triumph Italy srl affiliates and clients/partners for the purposes stated in the Privacy Policy. The User name, surname, email, job title, organization, city, state and/or country information could be shared. To opt-out, please follow the process set out in the Privacy Policy.

## **11. GENERAL DISCLOSURE POLICY**

1. Triumph Italy srl is committed to ensuring scientific rigour and objectivity in all of its educational activities.
2. All presenters (from now on "Presenter"), whether invited faculty (speaker, chair, etc.) and/or authors of abstracts (from now on "Author"), who take part in the Congresses and/or Meetings are required to disclose to those organising and attending meetings any relevant financial or other relationship that may lead to a potential bias by filling in the appropriate Declaration of Interest form. The Triumph Italy srl reserves the right to review the information disclosed for potential conflicts of interest. Please note that the Presenter has the sole responsibility for the content of their presentation.
3. Conflicts of interest may exist through a financial relationship or when the individual has the opportunity to influence the content of a presentation and can involve grants, honoraria, shares, paid positions on advisory boards, etc. Conflicts of interest do not preclude an individual from making a presentation, provided the conflict is disclosed. If there are any doubts about the relevance of a potential conflict of interest the Triumph Italy srl requires that all Presenters act responsibly by disclosing such potential conflicts of interest.
4. All Presenters are requested to disclose potential conflicts of interest on a PowerPoint slide to be shown immediately at the beginning of their presentation. Poster Presenters are required to disclose potential conflicts of interest at the bottom of their poster.

## **12. PERMISSION FOR PUBLICATION AND USE**

1. All the Authors of Abstracts and the Presenters grant the Triumph Italy srl for a specific period of time defined in separate documents, without territorial limitations and without any right to compensation, the right to make the abstract and/or any other piece of work, demonstration, lecture or footage thereof (from now on "Work") available to the public as well as to other users, through the Triumph Italy srl website and any other websites operated by the Triumph Italy srl as well as via social media or, again, any other website related to related issues.
2. The Author/Presenter shall be responsible for ensuring that the content presented or published by the Triumph Italy srl is accurate and complies with the applicable scientific standards. The Author/Presenter warrants that the Work and content presented does not infringe on any rights of third parties, in particular that no copyrights or personal and privacy rights of third parties are infringed on and that all data protection provisions are adhered to. In case any permissions of third parties must be obtained prior to presenting or publishing the Work or content, the Author/Presenter shall solely be responsible to do so. The Author/Presenter hereby warrants to comply with his/her obligations under these Terms and shall hold harmless and indemnify the Triumph Italy srl for any breach thereof. Furthermore, the Author/Presenter warrants to the best of his/her knowledge that the Work does not contain anything which is libellous/illegal.
3. The Work will be archived on one of the Triumph Italy srl 's web-sites and will be made available to the public or attendees only for a specific period of time.

4. No remuneration or any other compensation shall be paid to the Author/Presenter for the use of the rights granted to Triumph Italy srl in relations to the Work.
5. In particular with reference to Authors:
  - a. he/she warrants to be the sole Author of the abstract submitted and that it is an original work and has not been previously published in whole or to a substantial extent elsewhere;
  - b. he/she warrants that any and all co-author(s) referred to in the abstract submitted have agreed to be mentioned in the abstract and have accepted that their data including their contact details will be transferred to the database of the Triumph Italy srl and its providers and may be published by third parties. The Author is under obligation to submit proof of the approval of the co-authors upon the Triumph Italy srl 's request;
  - c. ownership of copyright remains with the Author (or, if copyright is owned by any other person/entity, to that other person/entity);
6. The Work cannot be used for any kind of commercial use (commercial use includes selling or renting for a fee the right to access the Work). The Work cannot be edited or modified.
7. Users cannot use the Work and/or the Contents in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Furthermore, the User cannot in any way take any kind of action that causes, or may cause, damage or impairment of the performance, availability or accessibility to both.
8. Recording. All virtual sessions will be recorded. By participating, the User grants Triumph Italy's, or anyone authorized by Triumph Italy's, the right to use or publish in print or electronic medium any photograph or video containing your image or likeness for educational, news, or promotional purposes without compensation.

#### **14. GENERAL**

1. There are no verbal agreements which supplement these Terms.
2. The exclusive place of jurisdiction shall be the competent court in Rome (IT).
3. These Terms and all legal relations arising in connection with them shall be governed by and construed in accordance with the substantive law of Italy (where the Triumph Italy's Headquarters is located).
4. The English version of the text displayed on the Triumph Italy srl Websites and of these Terms shall prevail.

#### **15. LIABILITY OF TRIUMPH ITALY SRL**

1. The Triumph Italy srl liability referred to the activities developed with its Websites/Apps or Congress and Meetings – regardless of the legal cause – is limited to cases of gross negligence and wilful misconduct.
2. All the information diffused by The Triumph Italy has been carefully compiled. It cannot be entirely ruled out, however, that information contained on the Websites/Apps is incorrect, incomplete or outdated. The Triumph Italy srl and its Providers shall not be held responsible or liable in such cases.
3. The Triumph Italy srl shall not be held responsible or liable for information and prices placed on its Websites/Apps by third parties.
4. Discontinuance, Modification & Restrictions. Triumph Italy srl may discontinue, change, suspend, or restrict access to any of its sites or any portion of its sites at any time without liability to the User or any third party.

#### **16. MINIMUM TECHNICAL REQUIREMENTS**

To access the platform, the user will need a fix or mobile Internet enabled device and an Internet connection.

##### **Supported System Configurations**

The following requirements may exceed the user current system configuration however, these specifications are recommended in order to provide an optimal experience listening to/and or viewing events powered by the platform.

**Webcasts**

Windows 7+ (Microsoft Edge, Latest Internet Explorer, Firefox, or Chrome)

Apple Mac OS 10.10+ (\*Latest Firefox or Chrome)

Android 6.x (Chrome Browser Only)

Apple iOS (\*Latest version, Safari Browser Only)

**Media Player Test**

The Platform supports IE, Edge, Chrome, FireFox and Safari. Depending on the version of the browser the user is using, the experience can be delivered via HTML5 or by Flash. The results below will reveal details regarding the individual capabilities.

OS: Windows 10 64-bit

Browser: Chrome 81.0.4044.138

HTML5 Audio: PASS

HTML5 Video: PASS

**Internet Browsers**

Microsoft Edge (\*Latest)

Internet Explorer 11+

Mozilla Firefox (\*Latest)

Google Chrome (\*Latest)

\* Official support for the "latest" version of a newly released browser, among those noted above, will be added within 8 weeks of public release. Until then, the previous version will continue to be supported instead.

**Internet Connection**

Before the User accesses the event, the user should ensure that its browser is configured to stream media. For Audio events, a minimum Internet connection of 128 Kbps is recommended. For Video events, a minimum Internet connection of 800 Kbps is recommended for an optimal experience.

**17. QUERIES/COMPLAINTS**

In the case of queries or complaints, or if you wish to request information about the data stored about you, or if you would like to have adjustments made to your data, please contact the Triumph Italy srl Headquarters at the address indicated below:

**TRIUMPH ITALY srl**

Via Lucilio, 60

00136 ROME (IT)

Tel. +39 06 35 53 01

E-mail. [privacy@thetriumph.com](mailto:privacy@thetriumph.com)

In case of complaint, the User should include a full explanation as to the reason for the complaint, along with any applicable supporting documentation explaining the complaint.