

Terms and Conditions

Lunch & Learn Event

PLEASE READ CAREFULLY. BY REGISTERING FOR THE LUNCH & LEARN EVENT, YOU ACCEPT THESE TERMS AND CONDITIONS. THIS AGREEMENT HAS LEGAL CONSEQUENCES AND WOULD AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of Lunch & Learn Event (hereinafter the “**Event**”), organized by the Nuvisan ICB GmbH, Nuvisan GmbH or Nuvisan France SARL (hereinafter “**Nuvisan**”), the individual and company recipient of any invitation for the Event and, as applicable, on behalf of him/her/itself and his/hers/its heirs, assigns, executors, administrators, next of kin, and other persons acting or purporting to act on his/hers/its behalf (hereinafter referred individually as “**Attendee**”), hereby acknowledge and agree to the terms below by submitting their application, registration and potential attendance to the Event.

1. Organization of the Event

- 1.1. The herein T&Cs shall apply to the online registration and potential attendance of Attendee to the Event. The T&Cs govern solely the relationship between the Attendee and Nuvisan.
- 1.2. The T&Cs govern the Event from the day of Attendee’s online registration. The T&Cs shall not apply to any other exchanges, discussions and meetings not directly related to, and posterior to the Event termination. The Event termination shall be considered as the date of the latest collective and organized professional gathering in relation to the activities related to the Event.
- 1.3. Differing or conflicting terms, including terms with, or from the Attendee, shall not apply.
- 1.4. Nuvisan shall do its best effort to commit to the organization of the Event as communicated on the Event website.
- 1.5. Nuvisan expects Attendee to always behave in an appropriate manner. In its sole discretion and without any financial compensation or indemnity of any sort possible for the Attendee, Nuvisan reserves the right to exclude from the Event anyone that it determines is behaving in a manner that could be disruptive to the Event, to other attendees or to Nuvisan or Nuvisan employees. Breach of any of the terms herein shall entitle Nuvisan to all available legal remedies.

2. Communication of information and confidentiality

- 2.1. In the event where there is no confidentiality terms applicable in a separate agreement between Nuvisan and Attendee, all information and materials shared for or during the Event, including any ideas, concepts, know-how, techniques, designs, data, drawings, comments, technology, questions, or the like, will be considered **non-confidential** and **non-proprietary** information.
- 2.2. In particular the fact that Attendee is conducting or contemplating a certain project with respect to any specific target(s) (and all knowledge or other information related hereto as disclosed by Attendee) shall not be considered as confidential information and nothing in these T&Cs shall prevent Nuvisan or its affiliates from carrying out research activities independently related to any and all targets.

3. Intellectual property

- 3.1. Neither Nuvisan nor the Attendee hereto assign, cede or transfer any of its rights or obligations under the T&Cs. The occurrence of the Event does not, in any whatsoever, include, suppose and imply any transmission of any intellectual property from one individual or a company to another individual or corporation.
- 3.2. Any data, information, documents and other materials remain the sole property of its lawful owner.

- 3.3. Any new creation and invention shall remain the sole ownership and responsibility of its creator and inventor.

4. Data protection

- 4.1. By participating to the Event, Attendee agrees that Nuvisan might share to other Attendees or publish Attendee's name and basic details only for the sake of the Event. The Attendee is aware that the personal data he/she conveyed to Nuvisan will be processed by Nuvisan for the sole purpose of the Event. This personal data may be accessible to some of the other Attendees of the Event on a need to know basis. Attendee benefits from all the data subject rights governed by the General Data Protection Regulation (EU) 2016/679 (hereinafter the "GDPR"). Full details of Nuvisan's privacy policy are available at: [Privacy Policy - NUVISAN](#).
- 4.2. By confirming their agreement on the Event website to these T&Cs, the Attendee agree on the processing of any special categories of personal data in the meaning of article 9 of the GDPR, which may include any information provided by the Attendee to Nuvisan with regard to specific dietary requirements. Nuvisan will process such data only for the purpose of organizing the Event, and no longer than the occurrence of the Event. Nuvisan will undertake specific measures for the processing of such data, and notably (i) strictly limit any access of these data to any Nuvisan's marketing staff member who strictly needs to know for the organization of the Event, (ii) ensure suitable technical, organizational and confidentiality measures to protect such data, including the pseudonymisation of such data, and (iii) delete such data after the Event. Attendee agrees that his/her dietary requirements will be shared anonymously to food and meals providers only.

5. Liability and indemnification

- 5.1. Nuvisan shall have no liability for advice given or views expressed by any member of the Event or any other speaker or attendee at the Event or in any material communicated or provided to the Event.
- 5.2. Nuvisan reserves the right to make changes to the agenda, format, speakers, other attendees, location and any other aspect of the Event without notice and without liability to Attendee. Nuvisan may at any time, with or without giving notice, in its absolute discretion and without giving any reason, change, cancel or postpone the Event, change its venue or any of the other published particulars, or withdraw any invitation to attend. In any case, Nuvisan shall not be liable for any loss, liability, damage or expense suffered or incurred by any person or legal entity in the course of the Event, nor will it offer any material or financial compensation or indemnity to the Attendee.
- 5.3. NUVISAN MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR OTHERWISE, IN CONNECTION WITH THE EXPECTATIONS OF ANY TYPE OF ATTENDEE REGARDING THE EVENT.
- 5.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ATTENDEE, ON BEHALF OF ITSELF AND RELATED PERSONS, HEREBY ACKNOWLEDGES AND KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND FOREVER RELEASES, WAIVES, AND DISCHARGES, NUVISAN WITH RESPECT TO ANY AND ALL CLAIMS THAT ATTENDEE OR ANY OF ATTENDEE' RELEASED PERSONS MAY HAVE (OR HEREINAFTER ACCRUE) AGAINST NUVISAN, THAT RELATE TO ANY OF THE RISKS, HAZARDS AND DANGERS RESULTING FROM THE ATTENDANCE AT THE EVENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO ATTENDEE' OR RELATED PERSONS' EXPOSURE TO ANY ACCIDENT OR DISEASE, INCLUDING COVID-19, (COLLECTIVELY, THE "CLAIMS"), IN EACH CASE WHETHER CAUSED BY ANY ACTION OR INACTION (OTHER THAN GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT) OF NUVISAN. NUVISAN SHALL NOT BE LIABLE FOR ANY LOSS, LIABILITY OR DAMAGE TO PERSONAL PROPERTY.

6. Created content

Except as otherwise expressly agreed in writing between Attendee and Nuvisan, Nuvisan reserves the sole right to use any photographs, electronic images, videos and recordings received by or obtained by Nuvisan in the course of the Event, for the purpose of communicating on the occurrence of the Event.

7. Insurance

It is the sole responsibility of Attendee to arrange any personal insurance appropriate or necessary in connection with their attendance at the Event.

8. Force majeure

- 8.1. Nuvisan shall not be liable for any failure to meet its obligations, including, timelines, organization due to any cause beyond Nuvisan's reasonable control, including, acts of public enemy, acts of any governmental authority, governmental laws, ordinances, rules and regulations, whether or not valid, acts of God, fires, hurricanes, floods, epidemics and unusually severe weather, quarantine restrictions, strikes or lockouts, labor disputes or shortages, embargoes, war, riot, malicious acts or damage, accidents, interruption of supplies, equipment malfunction, failure of electrical supply or other utilities (the "Force Majeure Events").
- 8.2. In the event of any change caused by inclement weather, fire, flood, strike or other labour dispute, act of God, act of governmental officials or agencies a Force Majeure Event, or any other cause beyond the control of Nuvisan, Nuvisan shall be excused from organizing and performing the Event for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. For the avoidance of doubt, the parties agree that all circumstances resulting directly or indirectly (i) from the spread of SARS-CoV-2-virus (Covid-19 pandemic) or from any measures implemented to contain the spread of such virus, which cause a delay, obstacle or inability to perform any obligations under these T&Cs, whether foreseeable or not as of today, are considered to be a Force Majeure Event, and (ii) from the ongoing state of war in Ukraine or from any measures implemented in response to this war, which cause a delay, obstacle or inability to perform any obligations under these T&Cs, whether known or unknown as of today, are considered to be beyond the control of the Parties and a Force Majeure Event. In the event of any change, Nuvisan may, in their sole discretion, cancel, postpone or change the organization of the Event.

9. Independent Parties

The relationship of Nuvisan and Attendee is intended to be that of independent parties and not of principal and agent.

10. Choice of Law/Jurisdiction

- 10.1.1. This agreement shall be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to its principles of conflict of laws and excluding the UN Convention on Contracts for the international Sale of Goods.
- 10.1.2. Place of performance and place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Munich, Germany.