# **Group Registration Conditions**

# EHRA Online Exams AP/CP 15 September 2023

The group registration service enables you to register one or more delegates by purchasing access codes. This service is available through the ESC website for companies and agencies to manage group registrations.

We remind you that Article L. 313-6-2 of the French Penal Code states: 'The act of selling, offering to sell... or providing the means for sale or assignment of access cards to a sporting, cultural or commercial congress...in a usual way without the authorization of the organizer...of this congress... is punishable by a fine of €15,000. The penalty is a fine of €30,000 for repeat offences.

For the purposes of the first paragraph, access cards are considered as all access tickets, documents, messages or codes, whatever the form or medium, giving evidence that the right to attend the congress has been granted by the organizer...'

In such a congress, the ESC reserves the right to cancel the corresponding registration(s) and to take legal action, without prejudice to any other civil or criminal action that may be brought.

Registrations should be made through one contact person responsible for managing the group. In addition to the general <u>registration conditions</u>

By registering, you fully accept all conditions as further detailed:

- Registration access codes can be ordered through the Group Registration order form available by clicking on the "Group Registration Box."
- All groups from an EU country must provide a VAT number.

# **Compliance obligation**

On October 1, 2020, new applications of French Anti-Gift regime entered into effect. The new framework governs transfers of value, including registration fees, to healthcare professional organisations by pharmaceutical, medical device, diagnostic and other healthcare companies.

As a healthcare organization based in France, this regime applies to the interaction between the ESC and our healthcare industry partners. The ESC is working in full respect of this regime and provides you with the following documents to facilitate your procedures with the French authorities: Information note for application

If the value provided to the ESC is above the thresholds referred to in article L. 1453-11 of the French Public Health Code, healthcare industry partner undertakes to apply for the authorization from the French Regional Health Agency ("the Competent Authority"). healthcare industry partner undertakes to file this application within fifteen (15) days after the signature of corresponding order form. This order form shall enter into force as soon as the authorization has been granted by the Competent Authority.

Healthcare industry partner commits to provide ESC with (i) a copy of the application document submitted to the Competent Authority and with (ii) either a copy of the authorization or refusal (as the case may be) issued by the Competent Authority upon receipt by the healthcare industry partner or written confirmation by healthcare industry partner of the absence of an express response from the Competent Authority as soon as the 2-month period for the Competent Authority to review the application is over.

## **Registrations Fee**

This fee is € 600 (including 20% VAT) This fee is valid until the group registration closing date 31 May 2023. After this date no extra access codes can be purchased through the group registration service.

# **Payment**

- Payment by credit card (VISA, Mastercard or American Express): can be made through a secured payment link that will be sent to the group contact.
- For security reasons, under no circumstances should credit card details be sent by email or fax.

# **Agencies**

• Agencies purchasing access codes on behalf of a company need to send a letter of assignment. This letter needs to certify that you can act in the name of this company.

#### **Cancellation & modification conditions**

#### Cancellation

Please be aware that no refunds will be processed in case of cancellation of a registration.

Access codes are non-transferable and non-refundable.

# **Personal Data Privacy**

The group delegates receiving the access codes from the group contact person will be advised of their rights in connection with the personal data privacy when they register to the congress using their access code.

#### **Data Privacy Statement**

The ESC collects and uses Candidates personal data to supply Examination services.

For each Candidate taking an ESC Online proctoring Examination, the ESC will collect: identity data including Candidate's name contact data including Candidate's postal address, email address and phone number professional profile data photographic and/or video recordings taken to confirm the Candidate's identity, prevent fraud, and to otherwise help administer and score the Examination other relevant information provided by the Candidate to the ESC in the context of the Examination.

This data is processed for the following use: administer Candidate's registration. issue personal Examination results and certificates. provide an invoice for payment of the Examination fees. provide the Candidate an access to the Examination platform. other use related to the Examination.

Without this information, the ESC will be unable to properly process the Candidate's registration.

In view of the purposes mentioned above, or in the context of its service provision the ESC may share, pass on or in any other way make accessible Candidates personal data to other ESC service providers or third parties, including ProctorU®.

These recipients only have access to Candidates data in so far as this is necessary for the performance of their tasks and within the framework of the purposes mentioned.

If successful to the Examination, Candidate's name will be published on the ESC website.

The data collected will be kept for a maximum of 5 years after Candidate's last transaction or activity with the ESC after which time Candidate's "My ESC account" will be closed. Only financial transactions data will be kept for a maximum of 10 years for legal accounting purposes.

In accordance with the section 2 of the chapter 3 of the European Regulation 2016/679 with regards to data protection, Candidates have the right to request from the ESC, access to and rectification or erasure of their personal data or restriction of processing concerning their data or to object to processing as well as the right to data portability.

For such, please contact (be aware that a proof of identity will be requested during the process via a secured web link):

Data Privacy European Society of Cardiology Les Templiers 2035 Route des Colles 06903 SOPHIA ANTIPOLIS, France or email dataprivacy@escardio.org

Candidates have the right to lodge a complaint with a supervisory authority, and for information, ESC has appointed a Data Protection Officer that Candidates can reach at <a href="mailto:dpo@escardio.org">dpo@escardio.org</a> For additional information, please consult ESC Privacy and Data Security Policy available at: <a href="https://www.escardio.org/TheESC/About/Policies/ESC-Privacy-and-Data-Security-Policy">https://www.escardio.org/TheESC/About/Policies/ESC-Privacy-and-Data-Security-Policy</a>

# **Applicable Law and Litigation**

These Terms and Conditions shall be governed and interpreted in accordance with French law without regard to any conflicts of laws principles thereof that would require the application of the law of any other jurisdiction.

Any disputes arising in relation hereto shall be submitted to the exclusive jurisdiction of the French Tribunal de Grande Instance located in Grasse, France.

#### **Contact Details**

For further information, please contact the ESC Registration Department at escexamsregistration@escardio.org or Tel: +33 (0) 4 92 94 76 12