Terms and Conditions for Exam delivery

By registering for an ESC Certification Program, you fully accept all Terms and Conditions as further detailed:

Contents

DEFINITION........................................................................................................................................... 1
REGISTRATION AND PREPARATION FOR THE EXAM ........................................................................ 2
DURING THE EXAM ................................................................................................................................. 2
RESULTS OF CERTIFICATION EXAM.................................................................................................. 3
POLICY FOR REASONABLE ADJUSTMENTS ......................................................................................... 3
LIABILITY DISCLAIMER ........................................................................................................................... 4
APPEAL FOR THE EXAM ........................................................................................................................ 5
THE FEE .................................................................................................................................................. 6
CANCELLATION POLICY ......................................................................................................................... 6
MISCONDUCT .......................................................................................................................................... 7
PERSONAL DATA ..................................................................................................................................... 7
APPLICABLE LAW AND JURISDICTION ................................................................................................. 9

Definitions

Candidate: refers to the persons who have registered to take an Exam organized by the ESC. Eligibility is described for each Exam on the ESC website (https://www.escardio.org/Education/Career-Development/Certification);

ESC: European Society of Cardiology, headquarter located: 2035 route des Colles, Les Templiers, CS 80179 Biot, 06903 Sophia Antipolis, France;

Exam: refers to knowledge-based assessment made of multiple-choice questions (MCQs) questionnaire to test knowledge in a subspecialty of cardiology.

Fee: refers only to the rates including the registration to an Exam. Travel and accommodation fees are not included.

Re-sit: refers to the opportunity to take again the Exam as per respective conditions (refer to respective certification programs for details from the ESC website. https://www.escardio.org/Education/Career-Development/Certification).

Invigilator: member of the certification committee who invigilate the Exam.

Exam Boarding Pass: refers to the document sent to the Candidate in order to access the Exam Room.

ESC Exam Administration: ESC Staff in charge of the certification Exam delivery.

ESC Exam contractor: Independent contractor of the ESC, in charge of the technical delivery of tablet-based Exams.
Terms and Conditions for Exam delivery

Exam official: It refers to ESC Exam Administration, Invigilators and ESC Independent contractor altogether.

ESC association partners: Associations or other independent organisations with who the ESC deliver Exams jointly (ex: The European Association of Cardiothoracic Anaesthesiology)

REGISTRATION AND PREPARATION FOR THE EXAM

The ESC is organizing several types of Exams. The format varies and can be completed in several parts. Specific Exam Schedule is provided during the registration process of each Exam.

ESC reserves the right to modify the Exam schedule if needed. Therefore, ESC strongly recommends Candidates to plan their return flights accordingly (late or day after the Exam).

In no event ESC will pay for any travel fees due to change on the Exam Schedule.

Registration

For details about registration windows and conditions, please check the relevant Exam on the ESC Website: https://www.escardio.org/Education/Career-Development/Certification

Usually, registration opens around 3 months prior the Exam and closes 10 days before the Exam date. Onsite registration occurs on rare occasions (only for paper-based exams); do check the above-mentioned Web page for details and specifics.

Candidates should check the content of the Exam registration confirmation very carefully, particularly for any incorrect name spelling and any corrections which should be drawn to the attention of the ESC immediately.

Advise: How to prepare for the Examination

ESC may suggest links to ESC online resources useful for the Exam preparation but it is not exhaustive. Candidates are responsible to enlarge their knowledge and prepare adequately for the Exam. In no event ESC shall be held liable for Candidates failing the Exams.

For any information on the Certification Exam, please contact us using the ESC Website here www.escardio.org.

ON THE DAY OF THE EXAM

Identity check

Candidates are required to sign in at least 30 minutes before the start time of the Exam for check-in and to present to Invigilators:

- The Boarding Pass sent during Exam registration process
- A photo ID (original unexpired identity card or passport) to confirm their identity
Terms and Conditions for Exam delivery

- For tablet-based Exams, Candidates will be photographed by the ESC Exam Contractor (this process is mandatory)

Personal belongings

During the Exam, please note that Candidates will not be entitled to bring any personal item on the Exam tables (except a pocket calculator for paper-based Exams). Food and/or drink are not allowed, unless special consideration has been granted in advance (please refer to the Policy for special arrangements below). Any breach of this rule will lead to the Candidates being expelled from the Exam room, without right to any fee reimbursement.

The ESC will provide water and all materials necessary for taking the Exam.

Before the beginning of the Exam, Candidates will receive instructions from Invigilators regarding where to deposit their personal items such as mobile phone, handbags,... Storage space being limited, Candidates will have to plan accordingly. Candidates will not have access to their personal items during the Exam.

In any case, candidates must have the Invigilator’s permission to leave the Exam room. Any lost time cannot be made up.

At the end of the Exam, Candidates must hand all Exam material into the Exam Invigilator and sign out. Failing to do so will lead to the Exam participation being voided and results not be processed nor communicated.

RESULTS OF CERTIFICATION EXAM

Exam results are sent by email up to 2 months after the Exam date.

The only feedback Candidates receive after the Exam is their score as well as aggregate information about the exam cohort (pass rate). Candidates will in no case have access to Exam content and individual question items’ performance.

Under no circumstances will ESC return work done by Candidates.

The ESC holds the copyright on all question papers and Exam material. Question papers and Exam material may not be taken out from the Exam room or reproduced in whole or in part without permission in writing from the ESC.

Please note that Candidates who have failed the Exam can re-sit the Exam at a later stage.

For re-sit conditions, please check the relevant page on the ESC Website: (https://www.escardio.org/Education/Career-Development/Certification)

POLICY FOR REASONABLE ADJUSTMENTS

Wherever possible, the ESC makes arrangements for Candidates with special requirements.
Terms and Conditions for Exam delivery

The principle is that no Candidate’s performance should be disadvantaged by his/her disability or special need, whilst always ensuring that no adjustment gives an unfair advantage.

Special requirements include notably:

- Physical or sensory impairments
- Specific learning difficulties (e.g. dyslexia and dyspraxia) or other cognitive impairments

Enquiries about possible Exam adjustments must be made as soon as possible, as requests need to be received by the ESC at least 4 weeks before the Exam scheduled date (depending on what is required and for which Exam). Exams adjustments proposals are subject to technical and logistical constraints of the ESC and its independents contractors.

Enquiries about possible Exam adjustments must include full written details and comprehensive supporting evidence provided by an appropriate authority (e.g. the Candidate’s registered family doctor or consultant) in English language. Candidates with dyslexia or any other learning disability are required to provide a Psychological Assessment Report from a qualified educational psychologist conducted after the candidate was sixteen years of age.

Candidates are allowed to access the toilets but are not entitled to extra time.

Adjustments may include:

- Use of a scribe or amanuensis
- Use of an appropriate aid
- Adapted Exam questionnaire Exam (Exam duration may not fluctuate)

Candidates will be notified in writing of any adjustments that have been permitted for their Exam. Where a Candidate does not believe the adjustments he/she has been granted are reasonable, he/she may ask for their case to be reviewed by the ESC, whose decision will be final. The ESC reserves the right to take independent advice to ensure that any proposed arrangements are appropriate and in accordance with any applicable legislation.

If the Candidate misses the Exam because of illness, the ESC may refund the registration fee, as long as the ESC Exam Administration has checked a doctor’s certificate or statement and is satisfied by it. This statement should give the medical reasons why the Candidate had to withdraw from the Exam and must confirm that the Candidate was unable to sit the Exam.

If there is any unforeseeable health problem affecting the performance of a Candidate during the Exam, this must be reported to the Invigilator on site on the day of the Exam, and Candidate may be granted, where appropriate, special adjustments to take the adverse circumstances into account. Such adverse circumstances cannot be brought to ESC’s attention once Exam results have been released.

**LIABILITY DISCLAIMER**

Candidates should refer to their country legislation to assess the impact of the Exam on their professional curriculum.

**Technical Issues:**
Terms and Conditions for Exam delivery

In the event a technical issue prevents one or more Candidates from accessing the Exam, ESC will offer the impacted Candidate(s) the possibility to re-sit free of charge at another session.

If there is any other technical problem affecting the logistic or content of the Exam (such as belated access to the Exam room or duplicate question), this must be reported to the Invigilator by the Candidate on the day of the exam. If appropriate, the Invigilator will report it to the certification committee and special consideration may be given, subject to a discretionary decision of the ESC.

Other Issues
ESC endeavors to make its best efforts to offer Candidates proper conditions for the delivery of the Exams. In no event ESC guarantees or shall be held liable for any surrounding sound or other perturbations during the Exam delivery. ESC will not proceed with any reimbursement, nor offer re-sit for such circumstances, nor cancel the Exam.

During the Exam, ESC will not be liable for any theft or damage to personal items or values, unless there has been a fault, intent or deliberate recklessness on the part of ESC.

APPEAL FOR THE EXAM
Candidates may seek appeal:

1/ In case of issues with the scientific content of the Exam: a complaint must be logged on-site with the Invigilators. The appeals’ procedure will be recorded only if Candidates have filed an official complaint on the day of the exam. In no circumstance the Candidate will be entitled to Fee refund nor damages.

2/ If a Candidate believes that an incorrect result has been awarded, the Candidate may lodge an appeal by sending the ESC Exam Administration an official letter within 8 days of receiving his/her scores on the ESC contact us. The result of such appeal may be a higher grade, a lower grade, or no grade change. In no circumstance the appealing Candidate will be entitled to Fee refund nor damages.

Appeal process:
The ESC Exam Administration and relevant Certification Committee will reply within 4 weeks. Reply from ESC Exam Administration and relevant Certification Committee is final.

That is expressly agreed by Candidates upon acceptance of these terms and conditions.

Appeals are free of charge.
Terms and Conditions for Exam delivery

THE FEE

The Fee per Exam is indicated on the registration page (https://www.escardio.org/Education/Career-Development/Certification).

Payment of fees must be made in Euro and it is recommended to pay by credit card to avoid any delay on registration and to guarantee availability.

CANCELLATION POLICY

1/ Cancellation by a Candidate

If a Candidate wishes to cancel its registration to the Exam prior to the Exam day, a written request must be sent by using the Contact Us functionality on the ESC Website: https://www.escardio.org/Contact

Request for cancellation by phone or any other means of communication will not be considered.

To consult the cancellation policy on refunds which may vary depending the Exam, please visit the following page: https://www.escardio.org/Education/Career-Development/Certification

The refunds will be processed after the Exam or under reasonable delays.

In case of unforeseen circumstances, such as death in the family of the Candidate, on-call at the hospital or accident affecting the Candidate, a proof document will be required and must be sent in writing to the email address: escexamsregistration@escardio.org so that refund of the registration fee may be processed.

2/ Cancellation or modification of the dates of the Exam by the ESC

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to cancel the Exam. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a cancellation (i.e. accommodation and travel arrangements must remain at Candidates’ charge only), but ESC will reimburse the registration Fee or offer the possibility to re-sit the Exam free of charge at another session.

In the event of serious and unforeseen circumstances beyond its control, the ESC is entitled to modify the dates and time of the Exam. In such case, Candidates may choose to be reimbursed of the registration Fees they paid or to attend the Exam at the new date and time proposed by the ESC. Candidates shall not be entitled to compensation for any costs or damages incurred as a consequence of such a change (i.e. accommodation and travel arrangements must remain at Candidates’ charge only).

All Candidates are urged to take personal travel insurance.
**Terms and Conditions for Exam delivery**

**MISCONDUCT**

By registering, Candidates accept to respect on-site the following instructions:

- Smoking will not be permitted in the Exam room and surroundings of the Exam location. Any fines for infringements of this ban shall be borne by trespassing Candidates.
- Candidates will comply with the safety and security measures put in place at the date of the Exam.
- Candidates commit not to cause any nuisance or inconvenience during the Exam.

Invigilators are present during the Exam to avoid any risks of cheating or to prevent any misconduct. Please be aware cheating or misconduct are forbidden and Candidates failing to respect these conditions will automatically be considered having failed their Exam, will not receive any Certificate and will not be entitled to take the Exam again before two years.

**Misconduct includes, but is not restricted to:**

a) Introduction into any Exam of any materials other than those specifically permitted for said Exam;
b) Any attempt to remove materials or content (including the use of recording devices) from an Exam;
c) Any attempt to release content from any Exam to a third party/commercial organisation;
d) Any attempt to communicate with another Candidate;
e) Any attempt to gain access to or read the work of another Candidate;
f) Any attempt to gain or pass on information about the contents of the Exam in advance of the date of the Exam;
g) Impersonation or attempted impersonation of a Candidate;
h) Bribery;
i) Unacceptable or disruptive behavior during an Exam (disruptive behavior in any form will not be tolerated. The Invigilator has sole discretion in determining what constitutes disruptive behavior);
j) Failure to abide by the reasonable instructions of an Invigilator or other Exam official, or breaching of Exam Regulations;
k) Falsification or alteration of any results document or qualification;
l) Any other form of cheating or conduct likely to give an unfair advantage to the Candidate or others;
m) Failure to abide by the rules and regulations of the Exam venue;
n) Aiding or abetting any of the above.

**PERSONAL DATA**

The personal data collected during the registration process and the day of the Exam are subject to data processing to process Candidates’ purchase, manage the administration of the Exam and certification delivery as well as to ensure each Candidate gets an invoice, invitation letter, and certificates.
**Terms and Conditions for Exam delivery**

Without this information, the ESC will be unable to properly process Candidates registration.

The recipients of the data are ESC Exam Administration, Exam contractor and association partners. The data collected will be kept for a maximum of 5 years after Candidate’s last transaction or activity with 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.

Please note that ESC independent contractors (ESC examination contractor, congress centers, hotels, conference organizers) and ESC association partners (for some exams) will also receive some data: first name(s), last name(s), email, and profile information.

If a Candidate pass the Exam, his/her name will be published on the ESC website and other official support for 10 years maximum.

For tablet-based exams, please be aware that during the check-in process Candidates will be photographed by ESC Exam contractor.

During the certification Exam, Candidates may be photographed and videotaped by ESC or its partners capturing the event. Some of these photographs or videos may be displayed by the ESC or its partners in future publications or materials connected with the Exam as well as social media. If you do not wish for your image to be displayed by the ESC, please send us an email when registering. Without contradictory instructions from your side, you hereby grant the European Society of Cardiology (ESC), the irrevocable rights to record and use free of charge, on a worldwide basis and for the entire duration of protection of the rights thereto, on any and all supports or forms of media, your image, voice, name, photographs, and video on which you appear for purposes related to Scientific, Educational or Promotional Purposes. You hereby release, waive and discharge the European Society of Cardiology (ESC), its employees and independent contractors from any and all demands, claims, causes of action, damages and liabilities directly or indirectly arising out of any use of your image, voice or name pursuant to the foregoing rights grant.

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 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 (together with a proof of identity):

**Data Privacy**
European Society of Cardiology
Les Templiers
2035 Route des Colles
06903 SOPHIA ANTIPOLIS, France

or email dataprivacy@escardio.org
Terms and Conditions for Exam delivery

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

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of France.

IN THE EVENT OF A DISPUTE ARISING OUT OF THE INTERPRETATION OR PERFORMANCE OF THESE GENERAL TERMS AND CONDITIONS, THE APPLICABLE JURISDICTION SHALL BE THAT OF THE COURT OF GRASSE, France, NOTWITHSTANDING A PLURALITY OF RESPONDENTS OR THIRD-PARTY CLAIMS, INCLUDING FOR URGENT OR PROTECTIVE PROCEEDINGS, WHETHER URGENT OR ON-DEMAND.