

CONGRESS ON REGULATORY ISSUES - FRAGRANCE & COSMETICS

8 & 9 November 2023

General terms and conditions of sale

Introduction:

The Congress on Regulatory Issues - Fragrance & Cosmetics, organised by COSMETIC VALLEY (hereinafter referred to as "the organiser") with SIRET number 413 570 375 00027 and headquartered at 1 Place de la Cathédrale, 28000 CHARTRES, will take place on November 8 and 9, 2023, at CHARTREXPO, Avenue Jean Mermoz, 28000 CHARTRES.

These general terms and conditions are established between COSMETIC VALLEY and the registered congress participants.

These general terms and conditions can be downloaded from the website <https://www.congres-parfumscosmetiques.com>. By registering, participants fully and unreservedly accept these general terms and conditions, affirming that they have read them, as well as all the information regarding their registration and participation details.

The Organiser reserves the right to modify these General Terms and Conditions without prior notice. Any changes shall be brought to the attention of the participants. If such changes are a result of changes in regulations, or relate to the safety of persons or property, they shall be applied immediately. In any event, the Participant shall be notified of the new General Terms and Conditions. The Participant shall be deemed to have accepted them unless expressly objected to by registered letter with acknowledgement of receipt sent to the Organiser within EIGHT days of notification, or no later than the first day of the Congress on Regulatory Issues - Fragrance & Cosmetics in question.

ARTICLE 1: TYPES OF PARTICIPATION

a) In-person or remote participation

Participants can choose to attend the Congress on Regulatory Issues - Fragrance & Cosmetics either in person at the designated venue or remotely through digital streaming.

The Organiser reserves the right to change the congress venue if the initially planned location becomes inaccessible for any reason. The Participant shall be notified of any change in venue by email to the address provided at the time of registration, and shall not be entitled to any financial compensation or right to cancellation of registration. During the registration process on the dedicated platform (www.congres-parfumscosmetiques.com), participants can select their preferred form of participation: in-person or remote.

b) Remote participation

Participants opting for remote participation in the Congress on Regulatory Issues - Fragrance & Cosmetics will receive instructions for accessing the event livestream on the designated website no later than November 2, 2023 via the email address provided during registration. If the participant does not receive this information, they should contact the Organiser by email at parfumscosmetiques@advbe.com

c) Contingencies related to the Covid-19 pandemic or any other pandemic

The Organiser undertakes to implement all measures mandated by the authorities during a health crisis. The participant acknowledges that the implemented measures cannot guarantee the absence of health risks during the Congress on Regulatory Issues - Fragrance & Cosmetics, for which the Organiser cannot be held liable.

Due to the COVID-19 epidemic, any mutations of the virus, and any other potential pandemic not yet known to date, the registered participant accepts and acknowledges that the Organiser may be compelled to:

- Preclude any possibility of in-person participation, in which case only “digital” i.e. remote participation shall be valid. In such a case, the “in-person” registered participants shall be informed as soon as possible and receive the login instructions detailed in paragraph b) above.
- Postpone the entire event to a later date; in such a case the Organiser shall promptly notify the registered participants of the postponement. Participants shall not be entitled to damages.
- Or, in an extreme scenario, cancel the Congress on Regulatory Issues - Fragrance & Cosmetics. In this case, registered participants will be promptly informed, and all fees received by the Organiser will be refunded.

ARTICLE 2: REGISTRATION – FEES

The participation fees for the Congress on Regulatory Issues - Fragrance & Cosmetics are indicated on the dedicated website www.congres-parfumscosmetiques.com:

- Two days: €1,100 (€1,210 incl. VAT)
- One day: €735 excl. VAT (€808.5 incl. VAT)

Earlybird rate for registering before July 27, 2023: Participants who register and pay the fees by July 27, 2023 will benefit from a 20% discount, resulting in a reduced rate of €880 excluding taxes (€968 including taxes) for 2 days or €588 excluding taxes (€646.80 including taxes) for 1 day.

Reduced rate for members of COSMETIC VALLEY or the Société Française de Cosmétologie: Members of the COSMETIC VALLEY association or the Société Française de Cosmétologie are eligible for a 15% discount, resulting in a rate of €935 excluding taxes (€1,028.50 including taxes) for 2 days or €625 excluding taxes (€687.50 including taxes) for 1 day.

Payment can be made online at the time of registration or by bank transfer or check after registration. The registration will only be considered complete upon receipt of payment. The website features a secure transaction system for payments.

By clicking to confirm their online registration, participants provide an electronic signature that is equivalent to a handwritten signature between the parties, and participants also accept these general terms and conditions without reservation.

Congress registration is personal and non-transferable. Only registered individuals will be granted access, and for security reasons, the Organiser reserves the right to verify the identity of each participant to ensure it matches the registration information.

ARTICLE 3: REQUEST FOR REGISTRATION CANCELLATION / REPLACEMENT

Any request for cancellation must be made in writing to the Organiser by email to parfumscosmetiques@advbe.com no later than 6 October 2023, and shall result in the reimbursement of registration fees excluding a flat fee of €80 retained for administration costs. After this date, no refunds shall be given.

Congress registration is non-transferable. However, participants may request a replacement by notifying the organising team in advance via email at parfumscosmetiques@advbe.com,

ARTICLE 4: TRANSFER OF IMAGE AND TRADEMARK RIGHTS

The participant acknowledges and agrees that the data provided during registration, including their identity, contact information, and occupation, become the property of COSMETIC VALLEY.

The participant acknowledges that COSMETIC VALLEY has the right to use the information provided in the registration form.

Furthermore, the participant authorises the Organiser, free of charge, to take photos and video or audio recordings in which they may appear, with unrestricted use on all media, including for promotional purposes and on the Internet, in France and abroad.

Any opposition to the transfer of rights stipulated in this article must be expressed by registered letter with acknowledgement of receipt to the registered office of COSMETIC VALLEY, it being understood that the prohibition thus expressed shall only be enforceable against COSMETIC VALLEY from the date of receipt of the aforementioned request, and shall not be enforceable against distribution before receipt of the said letter.

The participant also acknowledges that the entire Congress on Regulatory Issues - Fragrance & Cosmetics will be audio and video streamed for remote participants, and this livestream will not be recorded. The participant also recognises that COSMETIC VALLEY may not under any circumstances be held responsible for the use of their image by a third party having access to the livestream via remote registration, or via any other direct or indirect means.

Additionally, any participant, including remote participants, who wishes to use, in any form and for any purpose, an image or livestream taken during the Congress on Regulatory Issues - Fragrance & Cosmetics must seek prior authorisation from COSMETIC VALLEY. The absence of a response will be considered a refusal. Each participant is solely responsible for obtaining the necessary rights for using third-party images, including speakers and other participants, both in-person and remotely.

ARTICLE 5: PERSONAL DATA PROCESSING AND PROTECTION

The Organiser and the Participant undertake to comply with the applicable regulations regarding the protection of personal data, including the European Regulation No. 2016/679 on the protection of personal data (GDPR). When they first log in to the website www.congres-parfumscosmetiques.com, exhibitors and any other individuals who log in expressly consent to the processing of their personal data to the extent strictly necessary for the proper functioning of the Congress on Regulatory Issues - Fragrance & Cosmetics and the dedicated website. The collection of personal information under these general terms and conditions is mandatory. This information is necessary for the Organiser to provide its services. Failure to provide this information means that these services cannot work properly. The Participant acknowledges and agrees that personal data may be transferred or stored outside the country where the Organiser and/or the Participant are located for the purpose of executing the services under these terms and conditions. Participants located in the European Economic Area ("EEA") acknowledge and agree that Personal Data may be transferred or stored outside the EEA for the purpose of carrying out the services set out in these general terms and conditions. COSMETIC VALLEY and the Participants shall implement all necessary technical and organisational measures to ensure the protection of personal data, both by design and by default. They agree to limit the amount of Personal Data processed from the outset. They must each ensure that they have the right to transfer the Personal Data concerned so that they can lawfully use, process and transfer such data on their behalf in accordance with these general terms and conditions. The parties must ensure that any third parties concerned have been informed of the use, processing and transfer of their data and have given their consent, as required by applicable data protection laws. Personal Data is collected only in accordance with these terms and conditions and with any reasonable lawful instructions. Where a breach of rights is observed in relation to Personal Data processing, that breach shall be notified to the French Data Protection Authority (CNIL) within no more than seventy-two (72) hours of it being discovered. Any breach relating to the processing of the User's Personal Data shall be notified to the party responsible for that breach by email within one (1) month. Each party shall take appropriate technical and organisational measures to combat unauthorised or unlawful processing of Personal Data or its accidental loss, destruction or deterioration.

Use and transmission of Personal Data:

In order to ensure that its services work correctly, the Organiser must carry out any necessary Personal Data processing operations, it being understood that such data will be transmitted directly according to the following arrangements and for the following purposes: satisfaction survey, statistics, geolocation data, information about contacts with their consent for services through targeted marketing and/or promotional offers, resolution of any disputes, prevention, detection and investigation of all potentially prohibited and illegal activities; compliance with legal and regulatory obligations.

The collection of Personal Data for these purposes is required, failing which COSMETIC VALLEY will not be able to provide the services. COSMETIC VALLEY may also use this data to process participant/sponsor requests, to improve and personalise communication, in particular through newsletters/emails, and finally to personalise the dedicated website in line with user preferences. It may also provide its partners with aggregated and anonymised

user statistics but these must not contain any personal data. This data may be transmitted to technical service providers but only for the purposes of ensuring that the services are carried out properly. The Sponsor agrees that the Organiser may share their data in order to facilitate use of its website. The Personal Data provided by the participant will be destroyed no later than twelve (12) months after the Congress has ended. The Organiser reserves the right to keep certain data in order to prove, where necessary, that it has fully performed its contractual or legal obligations. Any data stored for this purpose will be limited to what is strictly necessary. Information and data required for registration are kept for security purposes and are subject to data processing. In accordance with the French Data Protection Act of 6 January 1978 (as amended), the participant has the right to access, rectify and object to the processing of their data. The participant may exercise these rights by contacting COSMETIC VALLEY at 1 Place de la Cathédrale 28000 CHARTRES, indicating their first and last name and full contact details. All requests to exercise these rights must contain the requester's signature and provide the postal address to which the reply should be sent. A reply will be sent within two (2) months of receiving the request. All personal data recovered will be made available in an open and readable format. The right to data portability is limited to the data provided and is subject to the prior consent of the sponsor and participant. The Organiser agrees, on request, to transfer all documents containing Personal Data in order to implement the right to data portability within one (1) month. The costs related to data recovery shall be borne by the person making the request.

ARTICLE 6: CLAIMS – DISPUTES

Written complaints by the customer should be sent to the following email address: fveau@cosmetic-valley.com or to the following postal address: COSMETIC VALLEY – 1 Place de la Cathédrale – 28000 Chartres, France.

ARTICLE 7: APPLICABLE LAW, PRIOR CONCILIATION CLAUSE, JURISDICTION

This terms of this agreement is governed by French law, regardless of the participant's nationality and place of residence.

In the event of a legal dispute, the parties agree that the courts of Chartres will have territorial jurisdiction.

However, before commencing any legal proceedings, including on the issue of the validity of this agreement, the parties agree that they will first enter into negotiations in order to attempt to reach an agreement.

Accordingly, the claimant must notify the other party of its claims and complaints, accompanied by substantiating documents, by registered letter with acknowledgement of receipt. If, within a period of fifteen calendar days following the delivery by the French postal service of the complaint sent by registered letter with acknowledgement of receipt, the other party has not responded or if the parties acknowledge that they are unable to reach an amicable agreement following negotiations, either party may refer the dispute to the competent court.

Any dispute referred to the court without observing the obligation to attempt prior conciliation may be dismissed and the claim declared inadmissible by the court.

However, insofar as the prior negotiation clause is based on the existence of a dispute between the parties, the clause will not apply if the parties need to seek an interim order or ex parte precautionary measure in order to safeguard their interests.