

# SMR Events GmbH

## EVENT TERMS & CONDITIONS

### 1 INTRODUCTION

#### 1.1

These are the terms and conditions ("Event Terms") that govern registration of and attendance at an event owned, operated or provided by SMR Events GmbH, SMI GmbH, SMR - Steel & Metals Market Research GmbH, SMR Premium GmbH ("SMR") ("we" or "us"). These terms do NOT apply to any event that is jointly organized with Metal Bulletin Events (Euromoney Group).

Please read these Event Terms carefully. If you have any questions regarding these terms with any of the SMR Events, please contact us at [conference@smr.at](mailto:conference@smr.at).

#### 1.2

At our sole discretion, SMR maintains the right to grant or deny admission to an event. Your acceptance and attendance at an event, and your participation in any other activity associated with an event, is contingent upon your compliance with these event terms.

#### 1.3

The territory where you register for and attend a SMR event, these event terms will be governed by the laws of Austria and will operate as between SMR and you, to the maximum extent permissible under the law of the territory in which you are located.

### 2 REGISTRATION & DELEGATE RESPONSIBILITY

#### 2.1

You can register for a seat at the event by:

- (a) completing a registration form through our website
- (b) contacting us via e-mail or telephone per the instructions from our website; or
- (c) contacting one of our representatives

## 2.2

Delegates must provide SMR with accurate and complete information when requesting registration. If you do not provide accurate and complete information in connection with your registration, we may not be able to provide you with access to the event or Content (See clause 8). It is your responsibility to inform us of any changes to your information. Corrections to your information can be made by:

- (a) updating your details on our website; or
- (b) contacting us using the contact details from our website; or
- (c) using the contact information provided by your confirmation

## 2.3

If you have any special access requirements, it is your responsibility to inform us at the time of registration.

## 2.4

Please see our data security statement (see clause 10) in regards to use of your personal data by SMR Events, which can also be found on our website [here](#).

## 2.5

The Registered Delegate is responsible for ensuring that they have all necessary travel documentation, including but not limited to visas and other entry permits into any jurisdiction and they comply with all health protocols and any applicable laws in any jurisdiction where the Event is being held.

## 2.6

We reserve the right, without any liability, to refuse you admission or eject you from an Event for failure to comply with these Event Terms; or if in our opinion you represent a security risk, nuisance or annoyance during the course of the Event.

# 3 FEES

## 3.1

Applicable event fees will be available on our website and in our other publications. We shall confirm such fees in our confirmation notice. Applicable fees must be paid in accordance with the instructions contained in the confirmation notice.

### 3.2

SMR reserves the right to amend the fees at any time, but shall not affect any registrations for which a confirmation notice has already been issued.

### 3.3

All prices are in Euro (EUR). Prices are net prices and do not include any sales tax. Companies that are registered in the European Union (EU) must provide a correct VAT identification number. If a correct number is provided, a tax free (Intra-Community supply of goods) invoice will be issued. For companies registered in Austria, 20 % VAT will be added automatically. Companies registered outside of the European Union will receive a tax free invoice. It is the sole responsibility of a registered delegate to pay any additional taxes that might be applicable in the country of registration.

### 3.4

Hotel accommodations are not covered by the conference fee. SMR has secured a limited number of hotel reservations. Speakers and delegates will be sent an accommodation booking form along with confirmation of registration. Both forms must be completed and returned to the hotel.

## 4 CANCELLATIONS AND REFUNDS

### 4.1

If you have already registered and cannot attend the event, please contact SMR in writing as soon as possible, but no later than 24 hours before the event. At our discretion, substitute attendees will be accepted in the event you are unable to attend the conference.

### 4.2

Notification of cancelled attendance must be completed in writing. Cancellation charges will apply as follows:

- (a) If written notice of cancellation is received six weeks prior to the event, 90% of the fee will be refunded. SMR will assess a 10% administration fee.
- (b) If written notice of cancellation is received between four and six weeks, prior to the event, 50% of the fee will be refunded.
- (c) If written notice of cancellation is received after four weeks prior to the event, no refund will be provided.

### 4.3

In the unlikely event the conference must be cancelled or rescheduled due to reasons outside the control of SMR, we shall notify you as soon as reasonably possible. You will receive a full refund as is necessary. As a result of such cancellation, our liability to you shall be limited to the amount you have paid to attend the event. SMR will not be liable for additional expenditures (e.g. rescheduled flights), loss or damage incurred by you as result such rescheduling or cancellation.

## 5 FORCE MAJEURE

SMR shall not be deemed to be in breach of these Event Terms by reason of any delay in performing, or any failure to perform any service or our obligations in relation to these Event Terms, if the delay or failure was due to any cause beyond our reasonable control, including but not limited to acts of God, riots, war or threat of war, terrorism or threat of terrorism, sabotage, civil disturbance, epidemics, explosions, floods, fire or accident, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes (whether involving our employees or of third parties).

## 6 NOTICES

If SMR is required to provide you with any notice, pursuant to these Event Terms, we shall send them by email or by regular mail, to the address provided in your registration form. If you must send us notification, please use the details found on our website, or otherwise notified to you in relation to the applicable event. Any such notice shall be deemed to have arrived if sent by post within three (3) days of posting and if sent by email at the time of transmission.

## 7 CONFIRMATION

### 7.1

At the discretion of SMR, all registrations for the event are subject to acceptance and availability (pursuant to clause 2). After reviewing all required registration information, we will confirm acceptance of your registration and send to you a confirmation notice.

### 7.2

Your confirmation notice will include a legal contract between you and SMR. This contract will serve as a legally binding contract between you and SMR to which these event terms shall apply.

## 8 USE OF CONTENT

### 8.1

"Content" means all materials, presentations, statistical data presented at the conference, viewpoints, opinions expressed at panel discussions or Q&A sessions, or material accessed or downloaded from our website with the provided username and password.

### 8.2

All rights in and to the event and Content relating to an event belong to SMR or our third party Content providers and are protected by the Intellectual Property laws of the Austria. We may license third parties to use the Content at our sole discretion.

### 8.3

Content may only be used solely for your own personal use and benefit and not for resale or other transfer to any other person or entity. You may not use, distribute, reproduce, modify, transfer, or exploit any Content for any commercial purposes, whether indirect or direct, nor in any manner that might compete with SMR.

### 8.4

Photography and/or video recordings of the presentations, panel discussions or Q&A sessions are prohibited.

### 8.5

Distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, retransmitting or otherwise providing access to any part of the Content to anyone without our express prior written consent, is prohibited.

## 9 ACCESS TO CONFERENCE DOCUMENTATION (PAPERS)

### 9.1

Upon registration for the event, you will receive a user name and password in order to download the conference materials after the event.

(a) You will not share your user name and password with any other person (including, colleagues, any other employee, partner or director).

(b) You will not access such material through your user name and password being made available to multiple users on a network.

## 9.2

You are responsible for the prevention of unauthorized use of the provided password and username. You are responsible for the access to event Content by you or anyone else. If you believe there has been unauthorized use of your password and/or username, you must notify SMR immediately by emailing [conference@smr.at](mailto:conference@smr.at).

## 9.3

Request for a user name and password intended for multiple users must be requested in writing prior to use. Approval for such a request is at the discretion of SMR.

# 10 DATA SECURITY

## 10.1

Visiting our website can result in our data server collecting information (including cookies) regarding site activity (e.g. access date, time, and pages accessed). Personal data (e.g. name, address or e-mail address) are collected by this website, when using the contact or registration forms for seminars/conferences. This information is collected to improve our services in the future and to track compliance with our terms of use.

Additionally, we may use your data for the following reasons;

- (a) to provide you with information regarding future products,
- (b) to contact you for our research purposes,
- (c) on rare occasions, allow companies outside of our group to contact you regarding products.

As indicated above, we may send your data to other companies. These other companies may be located in countries outside of the European Union. Consequently, these companies may not provide the same level of data security as within the European Union. If you do not agree to the terms of our data security policy (clause 10.1), please check the appropriate box as indicated on the Terms & Conditions form which accompanies your registration form.

## 10.2

We would like to emphasize that the transmission of data via the Internet (e.g. by e-mail) may present security vulnerabilities. It is therefore impossible to safeguard data completely against access by third parties. We do not assume any liability for damages as a result of such security vulnerabilities.

### 10.3

The use by third parties of all published contact details on our website for the purpose of advertising is expressly prohibited. We reserve the right to take legal action in the case of unsolicited advertisement.

### 10.4

You acknowledge and agree that we may take photographs of you at an Event. If you do not wish for your photograph to be taken at an Event please contact us at [conference@smr.at](mailto:conference@smr.at).

## 11 CHANGES TO AN EVENT

### 11.1

SMR reserves the right to alter the format, Content, venue and/or timing of an Event. In this unlikely event, changes will be updated on our company website. In the case on any last minute changes beyond our control (e.g. delayed flights) we cannot be held responsible.

### 11.2

SMR reserves the right to delete or change any aspect of the Content and/or any of the technical specifications relating to an Event or any aspect of the same. You agree and acknowledge that such changes may result in you being unable to access the whole or part of the event. However, we will make our best efforts to resolve this issue, in accordance with our cancellation and refund policy.

## 12 OBLIGATIONS OF SMR

### 12.1

SMR will strive to ensure event prices are stated correctly on the website and all other publications. However, if such a pricing error is detected, we reserve the right to give you the option of either cancelling registration for the event or reconfirming your order at the correct price.

### 12.2

SMR will make best efforts in preparation for the event. However, in rare occasion mistakes are made. Consequently, we will make our best efforts to resolve any issue as soon as reasonably possible.

### **12.3**

On rare occasions, the Content may include typographical errors and inaccuracies. As a result, SMR will make periodic revisions/corrections to the Content. The use of any of the Content will not infringe the intellectual property rights of any third party.

## **13 DISCLAIMERS AND LIMITATIONS OF LIABILITY**

### **13.1**

You acknowledge and agree that the Content or information provided at the event or obtained from accessing our website, is at your sole risk and responsibility. All Content is provided "as is" and "as available". Content provided at the event does not constitute any form of recommendation, advice or arrangement by SMR. Statements, advice, opinions or other forms of Content are not intended for investment/trading purposes or to address your specific requirements. Content provided at the event is not intended as investment advice or solicitation to buy or sell (including but not limited to) any financial product, security, derivative or investment. Content is not intend to be used as rationale for making or foregoing any investment determination. Such financial decisions should be made with the consultation of an appropriate independent advisor.

### **13.2**

We will not be held responsible for any Content that is presented or verbally expressed by any speaker, panelist or moderator as well as any delegate attending the event.

### **13.3**

To the maximum extent permitted by the applicable law, neither we, nor any of (our Representatives) will be liable to you for:

(a) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Representatives have been advised of their possible existence, arising in connection with these Event Terms; nor

(b) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with these Event Terms



#### **13.4**

Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of your use of any Events and/or Content, you agree that our liability to you shall be limited to the higher of (a) the total amounts paid by you to SMR for the Event, and (b) the sum of US \$500.

## **14 THIRD PARTY RIGHTS**

No term of these Event Terms is intended to be enforceable by any person other than or SMR.

## **15 INDEMNITY**

You agree to indemnify and hold SMR, our Representatives, harmless against all costs, claims, damages, liability and expenses (including any professional fees) which we might incur by reason of a breach by you of these Event Terms including, without limitation, any of the warranties, representations and undertakings in Clause 2 above.

## **16 NO WAIVER**

Failure by any party to exercise any right or remedy under these Terms does not constitute a waiver of that right or remedy.

## **17 SEVERABILITY**

If any provision of these Event Terms is found to be wholly or partially invalid, void or unenforceable by any court having competent jurisdiction or by virtue of any legislation or any other reason, that provision shall be invalid, void or unenforceable to that extent only and no further and the validity and enforceability of the remaining provisions of these Event Terms shall not be affected.