

Conditions of participation for the online dental exhibition: 1st Virtual Scientific Congress of the DGAO for Aligner Orthodontics 2021

1. Adapted event concept: online congress with live stream and digital dental exhibition.

The 1st Virtual Scientific Congress of the DGAO for Aligner Orthodontics, or DGAO Virtual 2021 for short, will be offered as a live stream on Saturday March 6, 2021. This is a result of the dynamic infection nature of the Covid-19 pandemic and the associated restrictions that cannot currently be predicted with certainty for the period of the event.

In addition, the dental exhibition taking place alongside the congress will also be presented in a specially optimized online format on an online platform provided by the German Society for Aligner Orthodontics.

2. Responsible scientific body

Deutsche Gesellschaft für Aligner Orthodontie (DGAO) e.V.
Lindenspürstraße 29C
70176 Stuttgart
Tel.: +49-711-27395591
Fax: +49-711-6550481
E-mail: info@dgao.com

3. Organizer and conference management

DGAO e.V.
Lindenspürstraße 29C
70176 Stuttgart
and
SCHWARZE KONZEPT
Rösberger Str. 7
50968 Köln
Tel.: +49-221-3679713
Fax: +49-221-3679712
E-mail: dgao@schwarze-konzept.de

4. Exhibitors/co-exhibitors

The following are admitted as exhibitors:

Manufacturers and retailers of pharmaceutical and medical technology products, IT software and hardware etc., bookstores and publishing houses, accounting companies as well as scanner manufacturers.

DGAO rejects business models and forms of distribution whereby aligners are provided to consumers—mostly in online direct sales—without the subsequent application and treatment being influenced and monitored by a dentist or orthodontist. DGAO has commented on this in detail on several occasions and expressed its view that such business models not only raise numerous legal concerns in individual cases, but may also lead to a drop in treatment standards for the correction of malocclusion.

For this reason, within the framework of the dental exhibition, DGAO does not permit any form of advertising for business models (e.g. aligner shops) in which orthodontic treatment and its planning are carried out without the involvement of dentists or orthodontists.

DGAO reserves the right to exclude exhibitors from the exhibition (overall) who, notwithstanding this, advertise such business models (aligner shops) within the framework of the dental exhibition.

6. Application and admission

The application must be completed in full on the form provided for the event, with the acceptance of these conditions of participation, which must be signed in a binding manner and sent to:

DGAO Event Agency
SCHWARZE KONZEPT
Rösberger Str. 7
50968 Köln
by e-mail: dgao@schwarze-konzept.de

The application is binding, irrespective of admission by the organizer. Receipt of the application by the organizer shall be authoritative.

The application is binding until notification of admission or final non-admission is received. Reservations or conditions contained in the application will require written confirmation from the organizer in order to be effective, and otherwise they will be ignored.

Particular space requests, which will be considered if possible, are not a condition for participation. It is not possible for two or more companies to divide a booth/package! Exclusion of competition is not permitted. Confirmation will be provided that the application has been received.

The organizer may, due to justified material reasons, in particular if the capacities available are not sufficient, exclude individual exhibitors or providers from participation and, if this is necessary in order to attain the purpose of the event, limit the event to certain groups of exhibitors or providers. There is no legal entitlement to admission. The exhibition contract is deemed to have been concluded when admission is granted. The organizer is entitled to revoke admission once issued if it was issued on the basis of false requirements or information or if the requirements for admission cease to apply at a later date. If the exhibition platform is not available due to reasons which are not the organizer's fault, the exhibitor shall be entitled to a refund of the participation fee. Further claims—in particular for damages—do not exist.

If circumstances require, the exhibitor may, having explained the reasons, in derogation from the admission and in consideration of what is reasonable for the exhibitor, assign a space in a different position or slightly change the allocation within the exhibition area.

7. Withdrawal from the application / exclusion of the confirmation of participation

It is possible to withdraw from the application until the confirmation of participation is issued.

Once the confirmation of participation has been issued, it is no longer possible for the exhibitor to withdraw or to reduce the services booked. The whole participation fee must be paid.

The exchanging of unused areas by the organizer in order to maintain the overall visual appearance does not release the exhibitor from their payment obligation.

If the exhibitor does not occupy the presentation space booked by them, and if this area can be used in another way by the organizer, then the exhibitor must pay 25% of the participation fee. The right is reserved for the exhibitor to prove that the costs it is required to pay are too high. In the event that a co-exhibitor does not participate, the participation fee must be paid in full. The withdrawal and the non-participation of the main exhibitor shall result in simultaneous exclusion and retraction of the admission for the co-exhibitor.

If an application is made for the opening of court insolvency proceedings in relation to the assets of the exhibitor/co-exhibitor, or any such application is rejected due to lack of assets, then the organizer shall be entitled to terminate the contract without notice. In any case, the exhibitor must immediately inform the organizer of the application for the proceedings.

8. Costs

The participation fee can be found under "Presentation options for exhibitors".

9. Payment conditions

All amounts charged by the conference management shall be due, without any deduction, on the payment date stated in the confirmation of admission / invoice.

All payments must be made free of expenses.

Notwithstanding the continued existence of their payment obligation, the exhibitor shall lose the entitlement to participate in the exhibition if the fee owed is not received on time. In the event of delayed payment of the invoices, default interest shall be charged amounting to 8% p.a. above the relevant base interest rate.

10. Participation in preparations for the design of the exhibition—cooperation partners

DGAO cooperates with the company VRtual X GmbH, Hegestraße 40, 20251 Hamburg (VRtual X) for realization of the event. VRtual X in particular will provide the digital exhibition platform and design it with digital content provided by the exhibitor, among other things. For this purpose, VRtual X will enter into exchange with the exhibitor in advance in order to coordinate the respective scope of services with the exhibitor. VRtual X collects data in this context, as well as otherwise, exclusively to the extent necessary for implementing the event in accordance with Art. 6, 1(1) lit. f GDPR.

11. Intellectual property rights

The protection of inventions, prototypes and brand names is based on the statutory regulations valid in Germany. Infringements against any applicable statutory regulations shall entitle the organizer to exclude the exhibitor from the event.

12. Domiciliary rights

The organizer and exhibition management exercise their virtual domiciliary rights on the platform used for this purpose during the implementation of the dental trade show.

13. Reservations / place of performance / place of jurisdiction

In the event of reasons for which it is not responsible and in consideration of the interests of the exhibitors, the organizer is entitled to move, shorten, extend or temporarily close or cancel the exhibition in full or in part. In these justified exceptional cases, and in any other cases of force majeure, the exhibitors shall not be entitled to claim for withdrawal or reduction of the participation fee, and they shall not be entitled to compensation. If the exhibition does not take place for the abovementioned reasons then the exhibitor may claim an amount of up to 25% of the participation fee as general reimbursement of expenses. Higher individual amounts can only be charged if the exhibitor has commissioned additional services for which they will be charged. If the organizer is responsible for the cancellation of the event then no money shall be due. There shall be no entitlement to compensation against the organizer or the conference management. All claims from the exhibitors, with the exception of liability due to intent, against the organizer and the conference management shall become subject to the statute of limitations in 6 months. The limitation period starts at the end of the month in which the final day of the conference occurs. The place of performance and jurisdiction for all mutual obligations is Stuttgart.

15. Severability clause

If a condition of this contract is or becomes ineffective in full or in part, or if it is determined that there is a loophole in this contract, this shall have no bearing on the effectiveness of the rest of the contract. The ineffective condition will be replaced, or the loophole will be removed, using an appropriate regulation which, as far as is legally possible, comes as close as possible to what the parties to the contract wanted according to the sense and purpose of the contract, or would have wanted had they been aware of this point.

If the ineffectiveness of a condition is based on a figure which it stipulates for the service or in terms of time (period or deadline), then the condition will be used with the next legally permissible figure.