# **REGISTRATION FORM**

# **Construction durable pour des villes résilientes 06 July 2023**

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| **SPONSOR:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Send two original copies of this document to:**  LIST, Chrystel PETITEVILLE  5, avenue des Hauts-Fourneaux  L-4362 Esch/Alzette  **E-mail a scanned copy to:**  [**event@list.lu**](mailto:event@list.lu)  *Confirmation of approval will be sent to the Sponsor/Exhibitor in the form of one copy of this contract signed by LIST.*  *For any further information about this contract, please contact Chrystel PETITEVILLE by e-mail:* [*chrystel.petiteville@list.lu*](mailto:marylene.martin@list.lu) *or* [*event@list.lu*](mailto:event@list.lu)  (Company name) | | |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| City: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Postcode: | \_\_\_\_\_\_\_\_\_ |
| Country: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Tel: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Fax: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| VAT number: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Website: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| **CONTACT:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | [First name - Surname] | | |
| Mr  Mrs | | | |
| Tel:  Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| E-mail: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
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**As part of the Construction durable pour des villes résilientes, the Sponsor selects one of the following packages:**

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|  | **Price excl. VAT** |
| **Exhibit package**   * Logo on the homepage of the event webpage and in the registration area (1) * 1 exhibition booth (2 x 2 m, 1 table, 2 chairs, 1 display panel, electrical power supply, wifi connection)  on July 06, 2023 from 8.30 AM to 5.30 PM at the Alvisse parc Hotel **1 free registration** (2) | €1000 |
| **Silver sponsoring package**   * **Exhibit package +** * Logo on the conference programme (1) * Recognition in conference press release **2 free registrations** (2) | €2000 |
| **Gold sponsoring package**   * **Silver sponsoring package +** * Prominent acknowledgement in the opening and the closing ceremony  **5 free registrations** (2) | €3000 |

The logo will be sent to [event@list.lu](mailto:event@list.lu) in high resolution 10 days after the Sponsor receives the contract signed by LIST.

1. The Sponsor will receive a promo code and his/her representative will register onlinebefore 15/06/2023.

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| **FOR SPONSOR**  **OFFER**  **FOR LIST**  **APPROVAL** | **By signing, I acknowledge that I have read, understood and accepted the terms of this sponsoring contract and the general terms and conditions of sale.**   |  |  |  |  | | --- | --- | --- | --- | | **Signature:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | **Name (in capital letters):** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | |  |  |  |  | | --- | --- | --- | --- | | **Signature:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Date:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | **Name (in capital letters):** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Title:** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

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### GENERAL TERMS AND CONDITIONS

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## Purpose and scope

The present General Terms and Conditions shall apply to any contract relating the sponsoring of an Event(s) organized or co-organized by LIST (hereafter referred to as the “Contract”), concluded between LIST and the Sponsor. For the purposes of the present document, Event shall mean any public lecture and conference, demonstration, competition, tour of the LIST's facilities, and online events such as webinars, organized or co-organized by LIST. These General Terms and Conditions shall prevail over any possible general terms of purchase of the Sponsor. No other text may prevail or have an effect on LIST without written agreement signed by a legal representative of LIST. LIST and the Sponsor are hereafter also referred to jointly as “Parties”.

## Entry into force and duration

The registration by the Sponsor shall be regarded as an offer and the Contract shall only take effect after signature by LIST. LIST shall send a confirmation of approval in the form of one copy of the Contract signed by LIST. At its sole and absolute discretion, LIST reserves the right not to accept the offer provided by the Sponsor.

The Contract shall terminate when all of the respective obligations of LIST and Sponsor have been fulfilled.

Either Party may terminate this Contract with immediate effect by giving notice to the other Party if:

* the other Party is in breach of any provision of this Contract and the breach has not been remedied within ten (10) working days after receipt of written notice specifying the breach and requiring its remedy; or
* the other Party becomes insolvent.

## Terms of payment

The Sponsoring fees shall be invoiced by LIST to the Sponsor upon signature of the Contract. The full payment is due within thirty (30) days from the invoice date issued by LIST to the Sponsor.

If LIST cancels the Event for any reason, it shall promptly refund the Sponsor any fees pre-paid by the Sponsor and the Sponsor shall not be required to pay any further fees in relation to the Event.

If the Sponsor cancels the Sponsorship for any reason, it shall remain responsible for the payment of the entire balance due. In case the Sponsor cancels the Sponsorship due to “force majeure”, as defined in accordance with provisions of article 6, the Sponsor shall only be required to refund LIST for all the costs and expenses already supported by LIST, if any.

## Guarantee

LIST agrees to carry out the services stated in the package selected in the Contract in a professional manner.

## Intellectual property

By means of the Contract, the Sponsor expressly grants LIST all intellectual property rights (in particular, copyright) necessary authorizations for the proper performance of the Contract, including non-exclusive, non-transferable, free of charge and worldwide licenses to use the Sponsor’s logo and any other material provided by the Sponsor for the delivery of the sponsorship rights of the selected package, as well as the management and promotion of the Event. This shall include the right to reproduce and communicate to the public the Sponsor's logo on the conference poster, website, reports, publications and other documents relateding to the Event, as well as the right to put a link to the homepage of the Sponsor’s website on the Event website.

The Sponsor agrees to indemnify LIST against any claims, proceedings, losses, damages, expenses or costs arising from or in relation to the proper use by LIST of the Sponsors’ name, logo and trademark, including but not limited to any infringment of any third party intellectual property rights.

## Responsibility

LIST shall not be held liable in the event that it cannot comply with its obligations under the Contract, due to any cause beyond LIST’s reasonable control (hereafter, “force majeure”), including but not limited to strikes, war, insurrection, natural distaster, fire, interruption in general power production, embargo, terrorism, pandemics or other significant and unusual case indipendent of LIST’s will. In no case shall LIST be responsible for indirect or unforeseeable damage suffered by the Sponsor. By express agreement

between LIST and the Sponsor, indirect damage is considered, in particular, as any financial or commercial damage, loss of revenue, profits, data, orders or clientele, as well as any action directed against the Sponsor by a third party.

In any event, the total liability of LIST under the Contract is limited to the total amount paid to LIST by the Sponsor in the framework of the Contract.

## Insurance

## The Sponsor of the Event guarantees having signed and maintaining in force a public liability insurance policy in anticipation of and for the duration of the Event covering physical, material, immaterial, direct and consequential damages, likely to be caused by its doing, to the disadvantage of a third party.

## Protection of personal data

In order to execute this Contract, LIST, in his role of Data Controller, shall process personal data of the representative(s) of the Sponsor. Such data are collected and processed by LIST in accordance with Regulation (EU) n° 2016/679 of 27 April 2016 on the protection of personal data, hereinafter referred to as the "GDPR".

LIST collects personal data from the Sponsor in the framework of the contract, namely its representative(s)’s name and surname, job title and contact details. LIST processes the mentioned personal data to the extent necessary to ensure the performance on the present agreement. The legal basis for the processing of personal data is the performance of the agreement.

In order to fulfil the mentioned purposes, LIST may share these personal data with third parties. In such cases, LIST shall take appropriate steps to ensure that third parties will apply adequate protection to this data as required by the applicable data protection legislation. Moreover, access to these personal data is strictly limited to LIST’s employees who are authorised to process them based on their professional role.

Personal data will be kept for as long as necessary for the performance of this agreement, for the fulfilment by LIST of its legal and regulatory obligations and for the exercise of its legal prerogatives. For the entire period of retention of personal data, LIST undertakes to put in place all necessary means to ensure their confidentiality and security, in order to prevent their damage, erasure or access by unauthorised third parties.

In accordance with the applicable provisions, the Sponsor’ representative(s) may access and obtain a copy of the data concerning him/her (art. 15 of the GDPR) and obtain the rectification of inaccurate or incomplete data (art. 16 of the GDPR). In certain cases, the Sponsor’s representative(s) has the right to limit processing under the conditions provided for in Article 18 of the GDPR and the right to the portability of his/her personal data (art. 20 of the GDPR).

These rights may be exercised by sending an email to the DPO of LIST via the following email address: dpo@list.lu.

The Sponsor’s reprensentative(s) has the right to lodge a complaint with the National Commission for Data Protection (hereinafter "CNPD", website: https://cnpd.public.lu/fr.html) if he/she considers that a processing of personal data concerning him/her constitutes a violation of the GDPR.

## Applicable law and settlement of disputes

The Contract (particularly concerning its conclusion, fulfilment or interpretation) is governed by Luxembourgish law. In the event of disputes, the Parties shall do their utmost to come to an amicable agreement. In the absence of an amicable agreement between the Parties, any disputes shall be subject to the relevant court of Luxembourg-City.