

2023 World Hydropower Congress terms and conditions

Definitions

"Professional Conference Organiser" hereinafter referred to as "PCO": PT Prodigy Cakrawala Internasional is the PCO of the World Hydropower Congress, which takes place from 31 October to 2 November 2023 in Bali, Indonesia. The PCO supports the Congress secretariat, and is responsible for registration services, social events and the post-Congress tour, which takes place on 3 November 2023, and is hereinafter referred to as "Prodigy Events".

"Congress Organiser": The International Hydropower Association Limited is hereinafter referred to as "IHA".

"Attendee": Any registered person, delegate, accompanying person, media representative or speaker present at the 2023 World Hydropower Congress is hereinafter referred to as "Attendee".

"Congress": The World Hydropower Congress, which takes place from 31 October to 2 November 2023 in Bali, Indonesia, is hereinafter referred to as "the Congress".

1. Registration

- 1.1. Only registered Attendees will be permitted access to the Congress.
- 1.2. To be eligible to register for the Congress, Attendees must be at least 18 years old. Attendees may be asked to present an official identity card stating their age.
- 1.3. If the maximum Attendee capacity is reached, IHA reserves the right to refuse any registration.
- **1.4.** The registration deadlines are as follows:

First early bird registration deadline:
Second early bird registration deadline:
Full price registration commences on:
Final registration deadline:

31 May 2023, 24:00 GMT+7 31 July 2023, 24:00 GMT+7 1 August 2023, 00:01 GMT+7 30 September 2023, 24:00 GMT+7

- 1.5. The registrations should be made online only. Registrations on-site will not be possible.
- 1.6. The registration fee is based on the date of the completed online registration. The registration will only be confirmed upon receipt of payment in full.
- 1.7. The registration fee includes admission to all Congress plenary and focused parallel sessions subject to venue capacity requirements, welcome reception, lunches and refreshments during breaks, as well as a voucher/code for a 10% discount on the G-res Tool and Certified User Trainings.



- 1.8. The G-res Tool and Certified User Trainings have a limited capacity and are booked on a first-come, first-served basis. Should you not be able to attend the training sessions, which will take place in November 2023 after the Congress, please note that the 10% voucher/code will be valid until 31 December 2024. Please note that the Sustainability Training academy reserves the right to cancel the trainings should the minimum required number of participants be not reached.
- 1.9. To register as a media representative, please contact communications@hydropower.org. There is no registration fee for accredited media representatives. All press accreditations will be subject to an approval by the IHA's Communications and Advocacy department.
- 1.10. If you have been invited to speak at the Congress, please contact congress@hydropower.org before registering.
- 1.11. If you work for an international non-profit or civil society organisation, you may be eligible for a reduced rate. Please contact congress@hydropower.org to apply for a discount code before registering.
- 1.12. If you are an undergraduate, Master's or PhD student in a relevant subject/field, you may be eligible for a reduced rate. Please send your student ID to congress@hydropower.org to apply for a discount code before registering.
- 1.13. If you are an academic, Indonesian civil servant or NGO employee, you may be eligible for a reduced rate. Please contact congress@hydropower.org to apply for a discount code before registering.
- 1.14. If you have more than five persons to register, please choose the Group category of booking. Members of groups with less than five people are kindly asked to register individually.
- 1.15. In the event of accidental double or multiple registrations of an individual participant or group made by another individual or organisation, IHA and Prodigy Events will reimburse the duplicate fees less a handling fee of IDR 800,000 for every registration in excess.
- 1.16. Changes to the Attendee's contact details can be actioned by the Attendee by logging in to their registration profile on the registration page at registration.worldhydropowercongress.org. Changes to the Attendee's contact details will only be allowed until the final registration deadline on 30 September 2023 24:00 GMT+7. Should you wish to make changes after the deadline, please contact the Congress secretariat at congress@hydropower.org. A handling fee of IDR 800,000 might be charged (see clause 4.8 for the refund processing time).
- 1.17. Registrations can be transferred to another delegate any time before 30 September 2023 (24:00 GMT+7). A handling fee of IDR 800,000 might be charged.

2. Post-Congress Tour

- 2.1. The tour has limited capacity and it is booked on a first-come, first-serve basis. The organisers reserve the right to cancel the tour if there are not enough participants booked. The tour booking deadline is 30 September 2023.
- 2.2. Should the minimum Attendee number not be reached, Prodigy Events reserves the right to cancel the tour, and to refund the amount paid.
- 2.3. The tour price may be subject to change for exceptional reasons beyond the control of Prodigy Events.
- 2.4. It is the Attendee's responsibility to adhere to the travel instructions supplied for the tour. No compensation will be made for a missed departure.

3. Payment

- 3.1. You will be charged in Indonesian Rupiah (IDR).
- 3.2. The accepted methods of payment are as follows:
 - 3.2.1. Credit card (JCB, AmEx, Visa, Mastercard)
 - 3.2.2. Bank transfer:

The payment should be made to:



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Beneficiary name: PT Prodigy Cakrawala Internasional

Bank name: Bank Central Asia (BCA)
Bank address: PT. Bank Central Asia, Tbk

KCU City Tower, The City Tower Lt.1, Jl. MH. Thamrin no. 81

Jakarta, 10310 — Indonesia

Account number: 319 020 6903

Bank code: 014 Swift: CENAIDJA

IBAN: — Reference: —

Please note that all transfer costs must be prepaid by the transmitter.

- 3.2.3 Virtual bank account (only for the residents of Indonesia).
- 3.3. Cheques will not be accepted.

4. Registration Cancellation Policy

- 4.1. Notification of cancellation must be made in writing and sent to congress@hydropower.org and registration.whc@prodigyevents.id. The notification must include all the relevant information regarding the bank account to which a possible refund may be remitted.
- **4.2.** The registration is not deemed cancelled unless written acknowledgement is received by the Congress secretariat and Prodigy Events.
- 4.3. Should the Attendee wish to cancel their attendance, any other administration, accommodation, travel or insurance costs incurred by the Attendee are the sole responsibility of the Attendee.
- 4.4. If the written notification of cancellation is received:
 - 4.4.1. Before the first early bird registration deadline, the Attendee will receive a full refund less a cancellation charge of IDR 800,000 and any bank charges incurred.
 - 4.4.2. Before the second early bird registration deadline, the Attendee will receive a 50% refund less a cancellation charge of IDR 800,000 and any bank charges incurred.
 - 4.4.3. After the second early bird registration deadline, no refunds will be made.
- 4.5. The same applies to cancellation of additional events (e.g., gala dinner, post-Congress tour, etc.) unless otherwise agreed by Prodigy Events in agreement with IHA in writing.
- 4.6. There will be no refund for unattended events or early termination of attendance.
- 4.7. Tickets for the post-Congress tour are not refundable unless the tour is cancelled by Prodigy Events (see clause 2.2).
- 4.8. Refund requests will be processed within 30 (thirty) business days after the refund confirmation email was sent to the Attendee by Prodigy Events.

5. Cancellation of the Congress

- 5.1. In the event that the Congress cannot be held or is postponed due to events beyond the control of IHA (force majeure) or due to events, which are not attributable to wrongful intent or gross negligence of the Congress Organiser, IHA cannot be held liable by the Attendee for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.
- 5.2. Under these circumstances, IHA reserves the right to reimburse the Attendee after deducting costs already incurred for the organisation of the Congress and which could not be recovered from third parties.

6. Congress Programme, Material and Name Badges

- **6.1.** All Congress materials and name badges will be handed out on-site at the Congress registration counter.
- 6.2. The name badge must be worn during all Congress-related events. Access to the Congress facilities will not be granted without a proper name badge. If the Attendee loses, misplaces or





- forgets the name badge, a handling fee of IDR 800,000 will be charged for a new name badge. Upon handing out a new name badge, the lost badge will become invalid.
- 6.3. There will be no refund for badges which were paid for but not used.
- 6.4. IHA reserves the right to modify the programme, which is published as an indication only.

7. Congress Venue

The Attendee shall comply with all relevant building regulations, health & safety and other regulatory requirement and any and all Indonesian government rules and regulations:

- 7.1. Audio visual equipment (including without limitation microphones and radios) or other sound devices operated in a manner objectionable to IHA shall be prohibited, and the Attendee shall immediately cease using such equipment if so requested by IHA.
- 7.2. Attendance hours shall be controlled solely by IHA, who will specify hours, etc. Admission shall be by QR code or name badge, and the badges will not be transferable.

8. Property

- 8.1. Prodigy Events and/or IHA are not responsible for any loss or theft of property or any damage to property by fire or other means. Items left overnight are the responsibility of the owner, but the Congress Organiser, while taking precautions against loss, will not guarantee against it and is hereby expressly released from any liabilities for damage therefrom. The Attendee is urged to adequately insure relevant property.
- 8.2. IHA is not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the event is held. The Attendee is urged to adequately insure all shipments.

9. Visa for International Attendees

- 9.1. It is the sole responsibility of the Attendee to take care of their visa requirements. Attendees who require an entry visa must allow sufficient time for the application procedure. Attendees should contact the nearest embassy or consulate to determine the appropriate timing of their visa applications.
- 9.2. Prodigy Events will not directly contact embassies and consulates on behalf of visa applicants.
- 9.3. You may request a letter of invitation from the Congress Organisers as part of your registration process. The letter of invitation will be sent to the email address you provided (or the mailing address you provided, if an original stamped letter is required) and should be submitted to the embassy when applying for a visa.
- 9.4. The letter of invitation does not financially oblige the Congress Organisers in any way. All expenses occurred in relation to the Congress are the sole responsibility of the Attendee, except stipulated otherwise.
- 9.5. Letters of invitation will not be sent after 15 September 2023.

10. Presentation Content

- 10.1. The Attendee expressly acknowledges that no presentations whether oral or in writing, expressed or implied have been made concerning the amount of business to be gained from the Congress, its success or that the Congress Organiser, employees or other entities allied with them have made any guarantees or assurances concerning the Congress.
- 10.2. The Attendee expressly acknowledges that the opinions expressed by speakers do not necessarily represent the views of IHA. IHA will therefore not accept liability arising from any actions taken as a result of presentation content.

11. Data Protection and Sharing of Contact Details

11.1. When you register, you will be asked to complete the online form requesting your full name, postal address, email address and telephone number. This information is required to process and complete your registration (including the sending of a confirmation email of the registration to you).





- 11.2. The acquisition, handling (saving, storing, processing, changing, transmitting, blocking and erasing) and utilisation of all personal data is executed within the guidelines of the Indonesian data protection regulation (PDP Law), which is closely based on the European Union General Data Protection Regulation (EU GDPR).
- 11.3. Should you choose to make the payment for your registration with a credit card, your credit card details (i.e., card type and number, CVC code, expiration date, card holder name) will also be collected.
- 11.4. Your card details will be kept by Prodigy Events until three months after the end of the Congress.
- 11.5. In order to protect and safeguard the personal data provided, appropriate business systems and procedures have been implemented and are in full operation:
 - 11.5.1. Prodigy Events has implemented and uses security procedures and technical and physical restrictions for accessing and using personal information. Only authorised employees are permitted to access personal information for performing their duties in respect of the requested services.
 - 11.5.2. Prodigy Events' server and network are protected by firewalls against unauthorised access, and they have intrusion detection systems that monitor and detect unauthorised (attempts to) access to or misuse of their servers.
 - 11.5.3. Your card information is transmitted to Prodigy Events through a secure server protocol, which encrypts all your personal and card details. The encryption method used is TLS_AES_128_GCM_SHA256, 128-bit keys, Transport Layer Security (TLS) 1.2. The Encrypted has been issued by Cloudflare.
- 11.6. The Congress Organiser may share contact details of the Attendee with third parties that may use these details to contact the Attendee regarding activities at the Congress or other communications which may be of interest. Therefore, data might be passed on to third parties unless otherwise explicitly indicated by the Attendee. Your complete contact details will only be forwarded if:
 - 11.6.1. Your explicit consent is given, or
 - 11.6.2. A third party has proven to Prodigy Events that you have violated the rights of this third party, and thus demands the disclosure of your data as long as your interests, fundamental rights and basic freedoms are not outweighed, which is required by the protection of your personal data, or
 - 11.6.3. Prodigy Events is obliged to give out your data due to, for example, a court order or an official order.
- 11.7. The Congress Organiser may use Lead Capture Technology to scan or count Attendees in sessions, the name badge will include a barcode which will hold data, like a business card.
- 11.8. In case of data protection enquiries, please contact the data protection official of Prodigy Events and its subsidiaries at deryl@prodigyevents.id.
- 11.9. The Attendee hereby declares their consent for the creation of image, film and audio recordings related to the Congress and that this material can be shared and published within public reporting or used in social networks, including but not limited to Facebook, Twitter and LinkedIn, about the event without entitlement to remuneration. The Attendee explicitly gives their consent for the use of their images captured at the event for publications and communications relating to the event according to the effective law.

12. Rights and Obligations of Parties

- 12.1. The Congress Organiser shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions.
- 12.2. Nothing in this Agreement limits or excludes the liability of IHA and/or Prodigy Events or their sub-contractors for:
 - 12.2.1. death or personal injury resulting from their negligence; or
 - 12.2.2. fraud or fraudulent misrepresentation.





- 12.3. The liability of the Congress Organiser for whatever legal reason shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.
- 12.4. The Congress Organiser shall not be liable to the Attendee nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement if failure or delay:
 - 12.4.1. is caused by or results from causes affecting the city where the conference takes place,
 - 12.4.2. is beyond the reasonable control of the affected party and against which such party could not reasonably have provided against before entering into this Agreement, including, but not limited to, embargoes, war (whether war be declared or not), insurrections, acts of terrorism, riots, civil commotions, strikes or lockouts (by persons other than the parties, their affiliates and/or subcontractors, and their respective employees), fire, floods, or other acts of God.
- 12.5. Oral agreements shall not be binding if these have not been confirmed in writing by Prodigy Events in agreement with IHA.
- 12.6. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.7. The Attendee shall take part in the Congress and/or post-Congress tour at their own risk.
- 12.8. The Attendee shall be bound by the conditions, rules and regulations set forth in this Agreement and any changes must be made in writing and signed by an authorised official of IHA who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the Attendee under this Agreement and shall not operate to increase the liabilities of its sponsors, agents or employees.
- 12.9. The Attendee shall not do or shall cease doing anything which in IHA's reasonable opinion is or might be prejudicial, defamatory or otherwise in contravention of what was envisaged under this Agreement. The Attendee shall not permit raffles, donations or other promotional measures that require members, attendees, guests or any other persons to be present at a specified location and time, and all unusual promotional plans must be approved by IHA.
- 12.10. If it appears to IHA that any Attendee may be engaged in activities that are deemed to be contrary to the best interests of the Congress, the Attendee may be refused the right to participate in the event further and no refunds will be given.
- 12.11. The rights of the Attendee shall not be assignable to any other organisation, firm, person or otherwise.

13. Applicable Law, Place of Fulfilment and Place of Jurisdiction

This Agreement is subject to the law of Indonesia. The terms and conditions of this Agreement shall be fulfilled in Jakarta, Indonesia, and in the event of any legal claims arising from either party, the Indonesian National Board of Arbitration (BANI Arbitration Center) shall be the sole court of jurisdiction.

14. Severability Clause

In the event that any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative. The parties are obliged to cooperate in order to replace the ineffective or impracticable clause by an effective or feasible clause, which results in the ineffective or impracticable clause being closed.

