Terms and Conditions of Participation at events in the Alcon Experience Center

(Status: 01/2023)

§ 1 - General

By registering for the event, the Participant agrees to attend the event, and contribute if active participation is appropriate. The Event is a scientific event organized and conducted by Alcon Healthcare, SA ("***Alcon***"). For the purposes of these Terms and Conditions of Participation, an event is understood to be a face-to-face, online or hybrid event, training or other scientific event.

§ 2 - Participation

Only persons from the professional community or those who are otherwise related to the subject matter of the event and who are invited by Alcon directly or indirectly (e.g. via a customer of Alcon) to participate (hereinafter "***Participants***", Participants and Alcon together the "***Parties***") are eligible to participate, provided they have duly registered via the registration page.

The number of participants is limited for spatial, technical or other reasons and the allocation of available seats is subject to objective criteria that is in Alcon's sole discretion. Please note that the completion of the form is a registration of interesting and not a guarantee of attendance.

§ 3 - Registration

With the registration for the event, the Participant undertakes to observe and comply with the following Terms and Conditions of Participation. A contract for participation in the event is only concluded after Alcon has confirmed the registration to the Participant by e-mail or in writing. With the confirmation, the Participants will also receive the exact location details after successful registration or, in the case of hybrid or virtual events, the corresponding dial-in data or links shortly before the event.

Please note that there are events that also include the assumption of costs and events, which require the attendees to fund their own cost of travel and accommodation. Which type of event the Participant is signing-up for, will be clearly indicated in the curriculum or prior to finalizing the registration process.

Alcon reserves the right to cancel the event in whole or in part at any time, even at short notice, to change its content or to reschedule it for a later date, without the Participant being entitled to any (compensation) claims as a result. Possible reasons for a cancellation or adjustment may include the cancellation or illness of a speaker, technical problems or other organizational reasons. Should events due to force majeure lead to a delayed start of the event or to the complete cancellation of an event, no liability will be assumed for any cancellation costs incurred (e.g. hotel, travel) either.

The Participant is obliged to cancel his/her participation if he/she is prevented from attending or falls ill, so that his/her place can be made available to another Participant. In this case an information needs to be send to: alcon.experiencecenter@alcon.com. Alcon will not provide compensation for any cancellation costs incurred with third-party providers.

§ 4 - Assurances of the Participant

The Participant warrants that by accepting the Terms and Conditions of Participation he/she will not violate any statutory provisions or internal regulations of the Participant's employer, nor any professional regulations, and in particular not the provisions of any professional codes that might apply.

The Participant undertakes to notify his/her employer of his/her participation in the event in accordance with these Terms and Conditions of Participation and, if necessary, to obtain approval. The proper notification and, if necessary, the existence of the employer's approval is expressly assured by the acceptance of these Terms and Conditions of Participation. If the required approval has not yet been received by the Participant at the time of acceptance of these Terms and Conditions of Participation, the following shall apply: in case, the Participation contract is subject to a condition precedent and shall only come into force at the time of the granting of the approval. If the employer refuses to grant the required approval, the Participant will inform Alcon immediately. In this case, the Participation will be revoked.

§ 5 - Honorarium

The Participant will not receive any honorarium for participating in the event. Costs for the usual catering during the event shall be borne by Alcon, insofar as the respective design of the event (face-to-face event, duration of the event) permits this.

§ 6 - Anti-corruption and performance independence

The Parties are aware of the strict legal standard imposed on the Parties by the applicable legal provisions, in particular the rules of criminal law and the rules against corruption in the health sector. Therefore, the Parties agree and confirm the following: The conduction of the events is independent of any revenue transaction between Participant and Alcon. Alcon does not associate this agreement, i.e., opportunity to participate, with any expectation regarding the Participant's conduct in prescribing or obtaining products or influence patients. The Participant, in turn, will make decisions regarding the prescription or purchase of Products or the supply of Patients completely independently.

Alcon and the Participant are also aware of the special requirements that the rules of the associations and Alcon's global compliance standards place on the cooperation between healthcare professionals and industry. Both parties are determined to follow these rules precisely.

§ 7 - Confidentiality

The Participant undertakes to maintain strictest secrecy about all confidential, business and operational matters that have become known to him/her or become known to him/her. This requirement applies for a period of 3 years after the event has been held and explicitly does not apply to the content presented or documents handed over during the event.

§ 8 - Data protection

The event may be recorded by means of audio, image or video recordings and may also be used in whole or in part by Alcon or by

other companies belonging to the Alcon Group for advertising and educational purposes. By registering for the event, the Participant agrees to this use of the recording made of the event, which is unrestricted in terms of time, space, and location. Participants will be informed about a recording of the event before the recording begins. This granting of rights applies worldwide and inter alia to the following media: print (in particular: advertising in the ophthalmological trade press), live presentations, video broadcasts, video upload to websites, internet (incl. social media).

If a Participant does not agree to the taking of photographs or video recordings and their use in the above-mentioned context, he/she shall contact Alcon (event organization: alcon.experiencecenter@alcon.com.) in advance (at the latest before the start of the event) and inform them that he/she does not agree to their use. You may revoke your consent at any time by writing to Alcon at the address provided herein: alcon.experiencecenter@alcon.com. Such revocation will take effect from the moment of its receipt at the address indicated and will not affect the images already published, disseminated, edited, developed or transferred up to that moment.

Registration and participation in the event necessarily require the provision of necessary personal data (e.g. the e-mail address used to send registration details). It is also possible that the Participant's identity becomes known to other participants during the event, e.g. through active participation in the event. By registering, the Participant agrees to the processing and use of the data he/she has disclosed within the framework of the event. Your data will not be passed on to third parties unless these are service providers who assist us in the implementation of the event (e.g. in the preparation of certificates or certificates of attendance).

You may exercise the following rights at any time and within the limits set by law: (i.) the right to access your personal data processed by us and, if you consider that the information concerning you is inaccurate, out of date or incomplete, to request that it be corrected or updated; (ii.) the right to request the erasure of your personal data or its restriction to certain categories of processing; (iii.) the right to withdraw your consent at any time, provided that the lawfulness of the processing prior to such withdrawal is not affected; (iv.) the right to object, in whole or in part, to the processing of your personal data; and (v.) the right to request portability of your data, i.e. that the personal data provided by you is returned to you or transferred to the person of your choice in a structured, commonly used and machine-readable format without hindrance from us and in compliance with your confidentiality obligations.

§ 9 - Contents and copyright

Participants are not permitted to make a recording of the event or to make an audio recording. Unless Alcon has given its prior written consent. All contents of the event have been carefully compiled. However, they have not been checked by an independent third party. We can therefore not vouch for their completeness and accuracy. The information in our events does not constitute a guarantee, assurance or other warranty.

The training documents provided before or after the event enjoy copyright protection. The participant is entitled to use the documents provided non-commercially and exclusively for his/her own purposes. Any further right of use, in particular for publication, duplication or transfer to third parties, is not granted.

§ 10 - Vigilance / reporting of adverse events and product complaints

According to the applicable legal provisions, Alcon is obliged to report adverse drug reactions and incidents concerning medical devices to the competent authorities. In order for Alcon to comply with this reporting obligation, the Participant should forward all adverse events and quality complaints received by Alcon within one working day to the following Alcon contact address: qa.complaints@alcon.com. The Participant can also use the online form on the Alcon global website via www.Alcon.com » Contact Us » Quality concern or Adverse event.

§ 11 - Final Provisions

The house rules of the respective venue apply and the instructions of Alcon staff must be followed at all times.

The Terms and Conditions of Participation are subject to Spanish law. The place of jurisdiction for all disputes arising therefrom is Barcelona, Spain. The Participant accepts the Terms and Conditions of Participation bindingly by clicking the corresponding button on the registration page.

These Terms and Conditions of Participation constitute the entire contractual agreement between the parties. Verbal subsidiary agreements do not exist. Amendments and supplements to these participation agreements must be made in writing. Any amendment to this written form clause must also be in writing.

Should provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.