

# **General Terms and Conditions and Conditions of Participation in the Event**

## **1. General**

1.1 These General Terms and Conditions ("GTC") apply to the participation and related ticket sales for the 31st RESER Conference (event), hosted by Fraunhofer IAO (organiser). Any deviating terms and conditions of business of the participant shall not be valid.

1.2 The organizer reserves the right to make changes and additions to these regulations. Possible amendments and supplements shall become valid through publication on this website.

1.3 The offer is directed exclusively at persons of legal age.

## **2. Registration and conclusion of contract**

2.1 Registration for participation in the event is only possible via the conference management & ticketing platform Converia of the ticket partner, Lombego Systems GmbH.

2.2 The organiser makes an offer for the conclusion of a purchase contract with the information provided on the website. The participant accepts his offer to conclude a purchase contract by completing the order process in full and clicking on the "Complete registration" button in the last order screen. The effective acceptance of the offer by the participant requires that the participant has filled in all required fields in the order mask (each marked with "\*") and has accepted these GTC.

2.3 The contract for participation in the event is only concluded after the Ticketing Partner has confirmed the registration to the participants in writing via e-mail. Changes and/or additions to the contract must be made in writing. This also applies to the cancellation of the written form clause.

2.4 The number of participants may be limited or exclusively "by invitation". Registrations will be considered in order of receipt of payment. If participation is not possible due to overcrowding, you will be notified immediately.

## **3. Prices**

3.1 The price stated in the certificate of participation is the final price and is binding on the participant.

3.2 All prices include VAT where applicable. Additional delivery and/or shipping costs do not apply unless they are shown separately.

3.3 If special prices are granted for reductions (students, senior citizens, severely disabled persons, etc.), this is also shown separately. If no reductions are shown, they cannot be granted. The reduction is to be granted upon presentation of proper proof (student ID, identity card with proof of age, severely disabled ID as defined by the Severely Disabled ID Ordinance). The proof must be provided before the start of the event. If the proof cannot be provided, the participant must pay the difference between the full price and the reduced price at the beginning of the event in order to be entitled to admission.

## 4. Payment

4.1 Payment shall be made via the respective methods indicated on the website. Insofar as this results in additional fees, these are shown separately. All prices and fees are due immediately upon conclusion of the contract and at the latest on the day of the event.

4.2 If payment by invoice is possible: If the participant does not pay within 14 days of receipt of the invoice, the organiser may withdraw from the contract. If the organiser withdraws from the contract, the participant loses his/her right to participate in the event. Any fees arising from the transfer shall be borne by the participant.

4.3 If payment by direct debit is possible: When paying by direct debit, the participant will be asked to enter the bank details (account holder, account number, sort code, bank institute) during the payment process. The deposited bank details will be debited in the following working days for the amount of the ticket including possible shipping costs.

4.4 If payment by credit card is possible: When paying by credit card (MasterCard, Visa), the participant will be asked to enter the credit card details during the payment process. The corresponding credit card account will subsequently be debited for the amount of the ticket including possible shipping costs.

4.5 If a payment is charged back (e.g. due to insufficient funds in the account specified when the order was placed), the participant must compensate any damage or expenses arising from the charge back. This includes in particular the bank charges as well as a handling fee of 10.00 Euro per chargeback for processing by the organiser. In the event of an unjustified chargeback (return debit) of the credit card, processing costs of 50.00 euros shall be charged. In the event of a chargeback, the organiser is entitled to withdraw from the contract immediately. The participant thereby loses his/her right to participate in the booked event. Further claims of the organiser against the participants are not affected by this.

## 5. Right of revocation

### 5.1 Cancellation policy

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Right of withdrawal:

If the participant is a consumer within the meaning of § 13 of the German Civil Code (BGB), he or she may revoke his or her contractual declaration in writing (e.g. letter, e-mail) within 14 days without stating reasons. For this purpose, it is possible to send an e-mail stating the ticket ID. Participants use the following contact details for this purpose:

The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of the organiser's information obligations pursuant to Art. 246 § 2 in conjunction with § 1 paras. 1 and 2 EGBGB and the obligations pursuant to § 312g para. 1 sentence 1 BGB in conjunction with Art. 246 § 3 EGBGB. The timely dispatch of the revocation shall be sufficient to comply with the revocation period.

Consequences of revocation:

In the event of an effective revocation, the services received by both parties must be returned and any benefits derived (e.g. interest) must be surrendered. If the participant is unable to return or surrender the received services or use (e.g. benefits of use) in whole or in part, or only in a deteriorated condition, the organiser shall pay compensation for the loss of value. Obligations to

refund payments must be fulfilled within 30 days. The time limit begins for the participant with the dispatch of the notice of cancellation and for the organiser with its receipt.

End of the cancellation policy

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5.2 The right of withdrawal expires prematurely if the organiser, with the express consent of the participants, begins to provide the service before the end of the withdrawal period or if the participants themselves arrange for the service to be provided. 6.

## **6. Changes, withdrawal/cancellation**

6.1 Subsequent changes to the booking to a substitute person are possible in principle.

6.2 If the participant does not wish to take part in the event, he/she must declare his/her withdrawal from the contract in writing or by e-mail to the organiser.

a) In the event of withdrawal/cancellation up to 8 weeks before the start of the event, the participation fee will be refunded in full.

b) In the event of withdrawal/cancellation up to 4 weeks before the start of the event, the participation fee shall be refunded subject to a processing fee of 25 percent.

c) In the event of withdrawal/cancellation up to 2 weeks before the start of the event, the participation fee will be refunded subject to a processing fee of 50 percent.

d) In the event of withdrawal/cancellation less than 2 weeks prior to the start of the event, no refund will be made.

6.3 If the registered participant is unable to attend the event for health reasons or due to an accident, the participant has the option of naming a substitute person for participation.

6.4 A further right of cancellation on the part of the participant shall only be granted for good cause. In this case, no refund will be made.

6.5 The contractual partner reserves the right to prove a lower expense.

## **7. Services**

7.1 The scope of the contractual service within the framework of the respective event results from the respective information documents, any existing registration forms and the organiser's confirmation of participation.

7.2 If services are not provided in accordance with the contract, the participant is entitled to a remedy. Defects must be reported immediately. Claims for reimbursement of the participation fee due to services obviously not provided in accordance with the contract must be asserted within 14 days of the conclusion of the event.

7.3 The organiser reserves the right to make changes to the content of the event programme at short notice, insofar as this is necessary and the subject matter of the event is not restricted as a result, and in exceptional cases to appoint a substitute speaker. The participant shall be informed of the respective changes in good time.

7.4 Travel, accommodation and catering are not included in the event offer unless services of this kind are expressly listed in the event description. If a contractual partner does not make use of properly offered services in whole or in part, there shall be no claim to reimbursement of the participation fee.

7.5 There is no entitlement to the development of participant-specific solutions to problems.

## **8. Cancellation of the event/change of date**

8.1 If the number of participants is too low or for other urgent reasons, the organiser may postpone or cancel the event or combine it with other events. This also applies to social and evening programmes.

8.2 In the event of cancellation of an event, the organiser shall refund the payment made. In particular, the organiser may cancel the event up to 10 days before the start of the event if the minimum number of participants stated in the event description is not reached. Dispatch costs and other additional fees shall only be refunded if the cancellation of the Event is due to intent or gross negligence on the part of the organiser.

8.3 In the event of a postponement, the participant is entitled to withdraw from the contract. The organiser undertakes to inform the contracting parties immediately via one of the addresses stated in the bookings (by post, by e-mail, by telephone, etc.) at his own discretion. The sending of such information shall be deemed sufficient. Any futile travel costs, hotel bookings, etc. shall only be reimbursed by the organiser if the participant's failure to inform the organiser of the cancellation of the event is due to gross negligence or intent.

8.4 In the event of cancellation, the participation fee will be refunded in full within 14 days. The same applies in the event of withdrawal by the participant due to the above-mentioned reasons.

## **9. Copyright and other rights**

9.1 The lectures and event documents issued are protected by copyright and may only be used for personal use. Rights of use shall only be transferred by express written granting of rights of use. Duplication, distribution, processing or public reproduction of any kind is strictly prohibited and requires the written consent of the organiser.

9.2 Audio and video recordings and descriptions of the event, the event results as a whole or in parts are not permitted.

## **10. Visual material/photographs**

10.1 The participants of the event irrevocably consent, free of charge, for all present and future media, that the organiser is entitled to create, reproduce, broadcast or have broadcast, as well as use in audio-visual media, visual and/or audio recordings of themselves which go beyond the reproduction of a current event.

## **11. Liability**

11.1 The liability of the organiser on contractual, quasi-contractual, legal, tortious or other legal grounds is excluded. The organiser and its vicarious agents shall also not be liable for disruptions of any kind caused by circumstances beyond their control.

11.2 The organiser shall only be liable for damage if the organiser or one of his vicarious agents has breached a material contractual obligation (cardinal obligation) in a way that endangers the purpose of the contract or if the damage is due to gross negligence or intent on the part of the organiser or his vicarious agents. If the culpable breach of a cardinal contractual obligation is not due to gross negligence or intent, the organiser's liability shall be limited to the amount of the foreseeable damage, at most to the amount of the participant's fee; furthermore, liability for consequential and indirect damage shall be excluded.

11.3 Liability for damages incurred during the journey to and from the event locations, as well as for losses and accidents, is excluded.

## **12. Supplementary provisions**

12.1 The organiser points out that, in addition to its own General Terms and Conditions, the General Terms and Conditions for the Use of the Conference Management & Ticketing Platform Converia by Participants of Lombego Systems GmbH shall apply in addition and thus form part of the preceding provisions. These are available under the following link:  
<http://express.converia.de/agb>.

## **13. Final provisions**

13.1 The law of the Federal Republic of Germany shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and other legal provisions which are German law on the basis of or in execution of intergovernmental agreements or legal provisions of supranational institutions, insofar as they are not of a mandatory nature. This also applies to claims arising from pre- and post-contractual obligations as well as statutory claims competing with contractual or pre- and post-contractual claims.

13.2 Should individual provisions of this contract be invalid or lose their validity due to a circumstance occurring at a later date, the validity of the rest of the contract shall remain unaffected. The ineffective provisions of the contract shall be replaced by a provision which comes as close as possible to what the contracting parties would have intended if they had considered the point in question. The same applies to loopholes in this contract.

13.3 The place of performance is the organiser's registered office.

13.4 To the extent permitted by law, the place of jurisdiction is the organiser's registered office.

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