

# Conditions of participation

## § 1 Scope of application

(1) The following Conditions of Participation apply to all legal transactions of boeld communication GmbH, Reitmorstraße 25, 80538 Munich, Germany ("Organizer") with its contractual partner ("Participant") and to seminars, workshops, meetings, trade fairs, conferences and other events of the Organizer ("Event").

(2) Deviating General Terms and Conditions of the Participant shall only apply if the Organizer has expressly agreed to them in writing.

## § 2 Formation of the contract / subject matter of the contract

(1) The contract is concluded by registration and confirmation of registration by sending the organizer's invoice. The confirmation of registration shall be sent in writing, by e-mail or fax to the participant address provided. The presentation of the event in the event database does not constitute a legally binding offer.

(2) Registration can be made online, by e-mail, in writing or by fax. Registrations will be considered in the order in which they are received.

(3) In the case of online registration, a binding registration for the event shown is declared by clicking on the "Register for a fee" button. Confirmation of receipt of the registration is sent by automated e-mail immediately after the registration has been sent and does not yet constitute acceptance of the contract.

(4) By registering, the validity of these conditions of participation is accepted.

(5) If a registration cannot be considered by the organizer, this will be communicated immediately.

(6) The buyer who is not the sole participant (i.e. who does not acquire or order the right to participate exclusively for himself) is responsible for ensuring that the participant who receives the right to participate from him is aware of these GTC and accepts them.

(7) The organizer may change individual components of an event, provided that this does not change necessary and thus non-essential parts of the event. The participant, or the purchaser if he is not a participant himself, is not entitled to a reduction or refund of the admission price if the change is not essential and is reasonable in the circumstances of the individual case.

(8) The organizer is responsible for the proper selection of speakers and lecturers, but is not responsible for their content and claims.

(9) The organizer may replace individual speakers and speakers with other equivalent speakers and speakers or speakers and speakers with equivalent topics, provided this is reasonable for the participant and the purpose of the event and its content are not significantly changed.

(10) Insofar as different lectures etc. are offered simultaneously in different rooms at an event, it is possible that not every participant will be able to attend every desired lecture etc. at all times due to the available space.

(11) The organizer is entitled to provide the participant with information about the event via the means of communication specified by the participant.

(12) The organizer shall be responsible for domiciliary rights.

### **§ 3 Participant fees**

(1) Insofar as a participation fee is charged for the respective event, it is derived from the price information or the offers of the organizer.

(2) All invoices shall be in euros. In the case of payment with foreign currencies or means of payment, exchange rate differences and bank charges shall be borne by the contractual partner.

(3) All payments, insofar as participation fees or other costs are charged, are due and payable immediately after invoicing, without any deductions, but in any case before the start of the event, unless a different payment term has been expressly agreed.

(4) All services provided by the organizer are inclusive of the statutory value added tax of currently 19%, unless otherwise stated.

(5) If individual services are not used by a participant through no fault of the organizer, the agreed participation fees and any additional agreed fees and costs (e.g. conference flat rates) shall nevertheless be due.

### **§ 4 Participation authorizations, resale, return/exchange**

(1) Participation cards shall be sent to the address specified by the purchaser, provided that the method of dispatch selected is by post or e-mail.

(2) If the price of participation is reduced, the reason for the reduction must be available at the time of attending the event and must be proven by the participant at the request of the organizer.

(3) The purchase of participation entitlements for the purpose of commercial resale is prohibited without the prior written consent of the organizer.

(4) Participation tickets may not be returned or exchanged.

### **§ 5 Right of withdrawal: Exclusion of the right of withdrawal when purchasing participation rights**

If you are a consumer within the meaning of Section 13 BGB, you have a statutory right of withdrawal.

On the other hand, a **doctor**, for example, carries out a self-employed professional activity and therefore qualifies as an entrepreneur within the meaning of Section 14 BGB. Therefore, the right of withdrawal does **not** apply in this case.

### **Right of withdrawal**

You have the right to withdraw from this contract within fourteen days from the date of the registration confirmation without giving reasons. The withdrawal period is 14 days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us (boeld communication GmbH, Reitmorstraße 25, 80538 Munich, Germany, phone 089/1890460, fax 089/18904616, e-mail [contact@bb-mc.com](mailto:contact@bb-mc.com)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You can use the sample withdrawal form below, but this is not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment.

If the service begins during the withdrawal period, you must pay a reasonable amount after exercising your right of withdrawal. A reasonable amount is the amount that corresponds to the proportion of the services already provided up to this point in time compared to the total scope of the services provided for in the contract. The time at which we receive the notification of your withdrawal from this contract is decisive.

### **Sample withdrawal form**

If you wish to withdraw from the contract, please complete and return this form

To  
boeld communication GmbH  
Reitmorstrasse 25  
80538 Munich  
Munich, Germany

Fax 089/18904616  
Mail [contact@bb-mc.com](mailto:contact@bb-mc.com)

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the provision of the following services:

- 
- ordered on (\*)
  - Name of the consumer(s)
  - Address of the consumer(s)
  - Signature of the consumer(s) (only in case of notification on paper)
  - Date of order

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(\*) Delete as appropriate.

## **§ 6 General conditions of participation**

(1) The participant is responsible for the timely arrival, return journey and compliance with any entry requirements and their timely preparation (e.g. procurement of any necessary documents).

(2) The participant is prohibited from

- a. disrupt the course of the event,
- b. smoke in buildings outside the designated smoking areas
- c. to commit or assist or incite criminal, disorderly or generally disapproved acts,
- d. smearing, damaging or removing equipment and facilities,
- e. to litter the event site,
- f. to engage in advertising of any kind or to distribute flyers or other materials, unless this has been expressly permitted in writing by the organizer in advance,
- g. to use the visit to the event to express or incite political, religious or offensive opinions,
- h. to photograph, film or otherwise record the event in whole or in part or third parties, unless this has been expressly permitted in writing by the organizer in advance.

In the event of a violation, the organizer may expel the participant from the event. In this case, the participant is not entitled to a refund of the admission price. The organizer's right to claim damages remains unaffected.

(3) By registering, the participant agrees that pictures, audio and video recordings may be made of him/her. These may also be distributed and published by the organizer for its own advertising purposes, in print and online media (this includes the publication of the recordings on the congress website and [www.bb-mc.com](http://www.bb-mc.com), the social media channels Xing, LinkedIn, YouTube, Facebook, Instagram, the newsletter as well as follow-up reports and press releases). Consent is granted for an unlimited period of time, content and space. The organizer will not pass on the recordings to unauthorized third parties. In addition, reference is made to the data protection information for the event.

## **§ 7 Copyrights**

(1) The documents and files handed over to the participant are subject to copyright law even if they have not reached the required level of creativity in individual cases. The participant may only use the documents and files for private use and within the scope of the permissions granted under copyright law.

(2) Photography and filming by the participant is not permitted at the event.

## **§ 8 Termination and withdrawal by the organizer**

(1) The organizer may terminate the contract 7 days before the event if the specified minimum number of participants for the respective event is not reached or if the scheduled speaker is unable to attend due to illness through no fault of the organizer and a replacement speaker is not available. In this case, the participant shall only be entitled to a refund of the participation fees already paid; the participant shall have no other claims. As far as possible, the organizer shall attempt to offer an alternative date to which the participant can rebook free of charge.

(2) The organizer may terminate the contract or refuse admission to the event if the agreed participation fee or other third-party costs due have not been paid or have not been paid in full before the start of the event at the latest. In this case, however, the organizer retains the right to payment of the participation fees and costs.

(3) The organizer may cancel the event due to force majeure or for reasons of piety or offer the participant an alternative date. Reasons for reverence are given if at least in the region of the event location mourning flags have been ordered or are being flown or are imminent, or if a serious accident or misfortune occurs within 24 hours before the start of the event, which is reported in the majority of the media in the region of the event location, or if the incident occurred more than 24 hours ago, but the reporting is still present in the majority of the media through special broadcasts, or if comparable events are canceled due to the same incident. In this case, the organizer will refund the ticket price excluding any advance booking fees incurred; claims for damages are excluded.

## § 9 Cancellation by the participant

(1) If the participant wishes to cancel the contract for a reason for which the organizer is not responsible (cancellation), this is generally possible after consultation with the organizer; the organizer may not refuse the cancellation contrary to good faith. In the event of a mutually agreed cancellation of the contract, the organizer may claim costs and fees etc. in accordance with the following provisions, in view of the fact that experience has shown that it no longer has the possibility of allocating the free places elsewhere in the event of a cancellation at short notice and that it may no longer be able to cancel its agents free of charge, unless the contracting parties agree otherwise.

(2) 14 days before the event, the organizer must begin to order services from external suppliers. If you have requested by registration during this period that the services should commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

(3) The organizer can **either** claim the specifically agreed costs less saved expenses **or** settle its costs and lost profits with a lump sum. In this case, the following flat rates shall apply:

- a. up to 21 days before the start of the event: 50% of the participation fee.
- b. up to 7 days before the event: 75% of the participation fee.
- c. Thereafter 100 % of the participation fee.

If the participant proves that the organizer has incurred less damage than the cancellation fee or no damage at all, the participant only has to pay the lower amount or, if no damage has been incurred, no cancellation fee.

(4) If the participant makes a rebooking to another date and the organizer accepts this rebooking, the conclusion of the contract that led to the first date that was rebooked remains decisive for the calculation of the aforementioned deadlines; i.e. the cancellation deadlines are not extended or restarted by a rebooking.

(5) In the event of cancellation, the participant may provide a substitute participant to avoid cancellation costs, provided that the substitute participant meets the admission criteria and the event has not yet begun.

(6) Insofar as the organizer pays a lump sum per participant for catering, etc. to the event location rented by him (conference lump sum, catering, etc.), the organizer shall be entitled to cancel the event. (conference flat rate, catering flat rate), the participant shall be obligated to reimburse this flat rate or the cancellation costs incurred in the event of cancellation. This applies accordingly to other third-party costs incurred by third parties. This also applies if the participant owes the conference flat rate or other third-party costs directly to the respective service provider and the service provider claims these costs from the organizer; in this respect, the participant is obliged to indemnify the organizer.

## **§ 10 Force majeure**

(1) In the event of force majeure, which leads to non-performance of the contract, termination or interruption of the event, the organizer may demand reimbursement from the participant for the costs incurred and the services rendered up to that point, provided that the participant is an entrepreneur within the meaning of § 14 BGB and the organizer cannot reasonably utilize the services elsewhere or fails to utilize them in bad faith.

(2) If a service provider or service provider of the organizer invokes force majeure and therefore does not perform the service owed in the subcontractor relationship, the organizer shall also be released from its obligation to perform towards the participant, insofar as it owes this to the participant itself and the participant is an entrepreneur within the meaning of § 14 BGB.

## **§ 11 Data protection**

(1) The organizer shall collect, process and use the participant's personal data insofar as this is necessary for the establishment, execution or termination of this contract. In particular, the organizer shall not sell or otherwise exploit such data. The organizer shall only process the data in response to official or statutory requirements and in the event of statutory notification obligations, in particular to transmit the data to government agencies.

(2) In all other respects, the organizer's data protection information shall apply.

## **§ 12 Liability of the organizer**

(1) Breaches of duty that lead to property damage or financial loss:

In the event of only slightly negligent breaches of duty, the liability of the organizer shall be limited to the average damage foreseeable and typical for the type of contract.

The organizer is not liable for only slightly negligent breaches of insignificant contractual obligations. "Insignificant" are those obligations whose fulfillment

does not characterize the contract and on which the participant may not rely.

Indirect damage and consequential damage resulting from defects in the subject matter of the contract shall only be eligible for compensation if such damage is typically to be expected when the subject matter of the contract is used as intended.

The limitations of liability in this paragraph 1 shall not apply in the event of grossly negligent or intentional breach of duty.

(2) Breaches of duty resulting in injury to life, limb or health:

The organizer shall be liable for any kind of negligence and intent in the event of injury to life, body or health of the participant attributable to him.

(3) Mandatory statutory liability:

The limitations of liability in paragraph 1 do not apply to the participant's claims arising from product liability and from mandatory statutory liability.

(4) Extension of this clause to employees, executive bodies, vicarious agents, etc:

The limitations of liability in paragraph 1 apply to the same extent in favor of the organs, employees and other vicarious agents of the organizer and its subcontractors.

### **§ 13 Place of performance, place of jurisdiction, invalidity of individual provisions**

(1) The place of performance is the location of the event.

(2) The place of jurisdiction shall be the place of business of the organizer if the participant is a merchant or has no general place of jurisdiction in the Federal Republic of Germany. In this case, however, the organizer is also entitled to sue at the participant's place of business.

(3) Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions.

(4) The German version of these GTC shall always apply, even if boeld communication provides a foreign language version, unless this foreign language version is agreed as binding.