

Terms and Conditions of Participation

§ 1 Scope of application

- (1) The following Terms and 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) Different 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 created by completing and returning the application and registration fee to the Organizer. The registration confirmation shall be sent in writing, by e-mail or fax to the Participant's 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 button "Register with costs". Confirmation of receipt of the registration is sent by automated e-mail immediately after sending the registration and does not constitute acceptance of the contract.
- (4) With the registration the validity of these conditions of participation is accepted.
- (5) If an application cannot be accepted by the Organizer, this will be communicated immediately.
- (6) The purchaser who is not himself the sole participant (i.e. who does not purchase or order the participation entitlement exclusively for himself) shall be responsible for ensuring that the Participant who receives the participation entitlement from him is made aware of these T&Cs and accepts them.
- (7) The Organizer may change individual components of an event insofar as this would not change necessary and thus non-essential parts of the event. The Participant, or the purchaser if he/she is not a participant him/herself, shall not be entitled to a reduction or refund of the admission price if the change is not essential and reasonable under the circumstances of the individual case.
- (8) The Organizer is responsible for the proper selection of speakers, but is not responsible for their material or assertions.
- (9) The Organizer may replace individual speakers and presenters with other equivalent speakers and presenters or with speakers and presenters with equivalent topics, provided this is reasonable for the Participant and the purpose of the event and its content are not significantly changed.

- (10) If different lectures etc. are offered at the same time in different rooms during an event, it may happen that not every Participant can attend every desired lecture etc. at every time due to the space available.
- (11) The Organizer is permitted to send the Participant information about the event via the means of communication specified by the Participant.
- (12) The Organizer shall have the right of the premises.

§ 3 Participation fees

- (1) Insofar as a participation fee is charged for the respective event, it results from the price information or the offers of the Organizer.
- (2) All payments shall be made in euros. In the event 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 due and payable immediately after invoicing, without any deductions, but in any case, before the start of the event, insofar as no other payment deadline has been expressly agreed.
- (4) All services provided by the Organizer are inclusive of the legally applicable value added tax at the current rate of 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 Eligibility, resale, return/exchange

- (1) The participation entitlements will be sent to the address specified by the purchaser, provided that postal or mail dispatch has been selected as the mode of dispatch.
- (2) If the price of participation is reduced, the reason for the reduction must be available at the time of attendance at the event and must be proven by the Participant upon request by the Organizer.
- (3) The purchase of entry tickets for the purpose of commercial resale is prohibited without the prior written consent of the Organizer.
- (4) It is not possible to exchange the participation entitlements.

§ 5 Right of withdrawal: Exclusion of the right of withdrawal for the purchase of participation authorizations

If you are a consumer within the meaning of §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 § 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 any reason. The revocation period is 14 days from the day of the confirmation of the contract.

In order to exercise your right of withdrawal, you must inform us (Fa. boeld communication GmbH, Reitmorstraße 25, 80538 Munich, Germany, telephone 089/1890460, fax 089/18904616, mail contact@bb-mc.com) by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the model withdrawal form below for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we must refund all payments we have received from you without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal 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; in no case will you be charged 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 that point in time compared to the total scope of the services provided for in the contract. The decisive point in time is the time at which we received the notification of your revocation of this contract.

Sample cancellation form

If you wish to cancel the contract, please fill in and return this form to:

boeld communication GmbH
Reitmorstraße 25
80538 München
Deutschland

Fax 089/18904616
Mail contact@bb-mc.com

I/we (*) hereby withdraw from 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 consumer(s) (only in case of paper communication)
- Date _____

(*) Delete as applicable.

§ 6 General conditions of participation

- (1) The Participant is responsible for his or her own 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. disturbing the course of the event,
 - b. smoking in buildings outside the designated smoking areas,
 - c. engaging in or assisting in or instigating any criminal, disorderly or generally objectionable activity,
 - d. damaging, graffiti, or removing installations or equipment,
 - e. soiling or littering the event site,
 - f. advertising in any way or distributing leaflets or other materials, unless this has been expressly permitted in writing by the Organizer in advance,
 - g. using or inciting attendance at the event for the expression of political, religious or offensive opinions,
 - h. photographing, filming or otherwise recording the event in whole or in part, unless this has been expressly permitted in writing in advance by the Organizer.

In the event of any violation, the Organizer may expel the Participant from the event. In this case, the Participant shall not be entitled to a refund of the admission price. The right of the Organizer to claim damages remains unaffected.

- (3) By registering, the Participant agrees that pictures, sound 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, the social media channels Xing, LinkedIn, YouTube, Facebook, Instagram, the newsletter as well as follow-up reports and press releases). The consent is unlimited in terms of space, content, and time. The Organizer will not pass on the recordings to unauthorized third parties. Reference is made to the data protection information for the event.

§ 7 Copyright

- (1) All documents and files given to the Participant are subject to the Copyright Act even if, in an individual case, they have not attained the requisite level of creativity. The Participant may only use the documents and files for private use and within the scope of the permissions of the Copyright Act.
- (2) Photography or filming by the Participant are not permitted in the event.

§ 8 Cancellation and Withdrawal of 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 will try 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 are not paid or not paid in full at the latest before the start of the event. 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 reverence or offer the participant an alternative date. Reverent reasons are given if at least in the region of the venue mourning flags have been ordered or are being flown or are about to be flown, or if a serious accident or disaster occurs within 24 hours before the start of the event and is reported on in the region of the venue by the majority of the media, 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 cancelled 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) Insofar as the Participant wishes to cancel the contract for a reason for which the Organizer is not responsible (cancellation), this is possible in principle in consultation with the Organizer; the Organizer may not refuse cancellation contrary to good faith. In the event that the contract is cancelled by mutual agreement, the Organizer may, in view of the fact that experience has shown that in the event of cancellation at short notice the Organizer no longer has the possibility of allocating the free places elsewhere and that the Organizer may no longer be able to cancel agents free of charge, claim costs and fees etc. in accordance with the following provisions, unless the contracting parties agree otherwise.
- (2) 14 days before events, the Organizer must begin to commission services from external suppliers. If you have requested by notification during this period that the services should begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total extent of the services provided for in the contract.
- (3) The Organizer may choose to claim the specifically agreed costs minus saved expenses or to settle his costs and lost profit 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.

Insofar as the Participant proves that the Organizer has incurred less damage than the cancellation fee or no damage at all, the Participant must only pay the lower amount or, insofar as no damage has been incurred, no cancellation fee.

- (4) Insofar as the Participant makes a rebooking for 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 start anew 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 fulfils the admission criteria and the event has not yet started.
- (6) Insofar as the Organizer has to pay a flat rate per Participant to the venue for catering etc. (conference flat rate, catering flat rate), the Participant shall be obliged to reimburse this flat rate or the cancellation costs incurred there in the event of cancellation. This applies accordingly to other costs incurred by third parties. This also applies if the Participant owes the conference fee 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 leading to non-performance of the contract, cancellation or interruption of the event, the Organizer may demand reimbursement or payment from the Participant for the costs incurred and the services provided up to that point, insofar as the Participant is an entrepreneur within the meaning of § 14 of the German Civil Code and the Organizer cannot reasonably dispose of the services elsewhere or refrains from disposing of 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 vis-à-vis the Participant, insofar as it owes this to the Participant and the Participant is an entrepreneur within the meaning of § 14 BGB (German Civil Code).

§ 11 Data protection

- (1) Insofar as is necessary for the establishment, implementation or termination of this contract, the Organizer will collect, process and use the Participant's personal data. In particular, the Organizer shall not sell or exploit them in any other way. Only in response to official or legal requirements and in the case of legal notification obligations will the Organizer process the data, in particular transmit it 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 foreseeable average damage typical for the type of contract.

The Organizer shall not be liable for only slightly negligent breaches of immaterial contractual obligations. "Insignificant" obligations are those whose fulfilment 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 compensable insofar as such damage is typically to be expected when the subject matter of the contract is used for its intended purpose.

The limitations of liability in this paragraph 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 is liable for any kind of negligence and intent in the event of injury to the life, body or health of the Participant attributable to him.

(3) Statutory liability:

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

(4) The extension of this clause to employees, corporate bodies, vicarious agents and others.:

The limitations of liability in paragraph 1 shall apply to the same extent in favor of the Organizer's executives, employees and other vicarious agents and its subcontractors.

§ 13 Place of Performance, Place of Jurisdiction, Invalidity of Individual Provisions

(1) Place of performance is the location of the event.

(2) The Organizer's place of business is agreed as the place of jurisdiction 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 take legal action at the Participant's place of business.

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

(4) The German version of these T&Cs shall always apply, even if boeld communication provides a foreign-language version, unless this foreign-language version is agreed to be binding.