

# General Terms and Conditions of Business for Participants/Visitors V2.0

## Article 1 - Scope of application

- (1) The following Participation Conditions apply to all legal transactions between the company ad-media GmbH ("we") and our contractual partner ("you") that participates in our seminars, workshops, meetings, trade shows, conferences and other events ("event").
- (2) Deviating general terms and conditions of business of the participant apply only to the extent we have explicitly agreed to in writing.

## Article 2 - Conclusion of the contract

- (1) Our offers are non-binding and subject to change.
- (2) By transmitting your declaration of participation by ordinary mail, fax, electronic mail on the application form on our website, or by oral agreement, you are submitting your binding offer for conclusion of the contract.
- (3) A contract with us is concluded when we accept your offer within 14 days.

Our acceptance takes place by an order confirmation. Acknowledgement of receipt that you receive by the system within a few seconds and/or minutes is not yet such order confirmation.

- (4) The buyer of the entitlement to participate that is not itself the sole participant (i.e. that does not buy or order the entitlement to participate exclusively for itself), guarantees that the participant that receives the entitlement to participate is informed of these GTC and accepts them.
- (5) Your claim for participation entitlement in our virtual events is subject to the resolutive condition that you consent to our sharing your data with the exhibitors and that you will not revoke the consent. In all other respects we refer to Article 6 of these General Terms and Conditions for Participation as well as our Notes on Data Protection.

## Article 3 - Object of the contract

- (1) We can change individual parts of an event, if required, and if this does not change essential parts of the event. In such case, there is no claim to reduction or refund of the admission fee, unless the change is not significant and is reasonable considering the circumstances.
- (2) Insofar as speeches, lectures etc. are the object of the contract, we owe proper selection of lecturers and speakers, but are not responsible for the contents of their presentations, the way they are delivered and the allegations made therein.

There is no claim for a specific lecturer or coach, unless explicitly announced and/or agreed as integral and distinguishing feature of the event.

We can substitute individual lecturers or speakers by other comparable lecturers and speakers insofar as this is reasonable for the participant and does not significantly change the purpose of the event and its contents,

There is no claim for lecturers or speakers who are offered as having been "requested."

Insofar as a cancellation of a lecturer or speaker or other performances can in this way be avoided, or if other circumstances require it, delivery of the presentation is also deemed to have been provided under the contract in accordance with sub-clause 3 when the presentation is given online and/or by video in a different room of the event site and/or can be received and experienced by you digitally.

- (3) We are entitled to send you information on the event by the means of communication you provided us with.
- (4) We are also entitled to take photos and make videos on location. You will be informed of our data protection policy on location. You may also request these in advance.
- (5) The event language is the official language of the country in which the event takes place, partly in English and other languages; please request information on this in advance. We are required to provide simultaneous interpretation only if we have announced this in advance,

- (6) We have the domiciliary right for the face-to-face event as well as for online.

## Article 4 - Participation fee

- (1) Insofar as a participation fee is raised for a given event, this results from our quotations or offers.
- (2) All invoices are in euro and/or in the specific official national currency.
- (3) All payments, insofar as participation fees or other costs are raised, are due and payable immediately following invoicing without any deduction, in any case before begin of the event, unless another due date has been explicitly agreed.
- (4) The prices are exclusive of any legally owed value-added tax.
- (5) If individual performances are not made use of by you, through no fault of us and not due to force majeure, any agreed participation fee as well as additionally agreed fees and costs, if any, (e.g. event packages) are still due, insofar as no other agreement is made.

## Article 5 - Special participation conditions for face-to-face events

- (1) **Special regulations on legal infection protection measures:**

The hygiene measures in force and the requirements imposed by the authorities at the event location and/or the event site apply.

The admission entitlement is conditional upon the participant's complete adherence to and fulfillment of these hygiene regulations and requirements during its stay at the event site and its support in ensuring compliance with the hygiene regulations and requirements.

We will be pleased to send you the hygiene regulations and requirements upon request. Please note that these regulations can be adjusted to the dynamic development of any infection event at any time - also on short notice during the event - for the benefit of health and population protection.

Violations of the hygiene regulations result in expulsion from the event.

If you are not admitted to a face-to-face event or barred from continued participation in the event and if this refusal is based on an official requirement to the effect that persons that show symptoms of disease are not allowed to participate, this circumstance is regarded as force majeure within the meaning of Article 9 sub-clause 1. If you claim on location or without appearing to have symptoms of a disease, we can request submission of a medical certificate stating that your participation would, is or was not possible due to an official requirement.

These conditions apply to any kind of virus and/or infectious diseases at their occurrence or spreading of which an authority orders measures to be taken, or only recommends to be taken, at the event location.

- (2) **Travel, entry requirements:**

You are responsible for on-time arrival, for return travel and for adherence to any possible entry requirements and their timely preparation and all associated costs (e.g. obtaining documents, if required).

- (3) **General bans:**

It is prohibited:

- a. To disturb the course of the event
- b. To smoke in buildings outside the designated smoking areas
- c. To commit any criminal, disorderly or generally offensive acts or to aid in their commitment or to instigate them
- d. To besmear, damage or remove facilities and installations
- e. To soil the event grounds, to engage in any kind of advertising, or to distribute flyers or other materials, unless explicitly permitted in writing by the event organizer
- f. To use the event for voicing political, religious or offensive opinions or to incite to them being voiced

- g. To photograph, film or otherwise record the event or persons as a whole or in part, without the written, explicit permission of the organizer in advance

In case of violation, we can exclude you from the event. In such case you have no claim for refunding the participation fee and additional costs (e.g. event package). Our claim to damages remains unaffected by this.

#### **Article 6 - Special conditions for online participation of face-to-face events as well as for events conducted online only**

- (1) Online participation can result in additional costs charged by your Internet or mobile phone provider.
- (2) You are responsible for providing and paying for the technical prerequisites for the digital participation or utilization. These requirements are in line with the customary measure and can be inquired from us.
- (3) The contents of the digital event are subject to the regulations of Article 7 sub-clause 1 by analogy.
- (4) We are entitled to share the data that you provided with your registration with the exhibitors of the virtual event. You can object to this and/or revoke a consent previously given at any time. You will find all information on this in our Notes on Data Protection.

#### **Article 7 - Copyrights**

- (1) The documents and files (presentations, handouts, scripts) are subject to the copyright law, even if, in an individual case, they may not have attained the required level of creation. You may utilize the documentation and files for private use and within the scope of the copyright law.
- (2) You are not permitted to make photo, video and sound recordings during the event unless we, as organizer, and the recognizable persons have given our and/or their prior explicit consent.

#### **Article 8 - Cancellation of the event, termination of the contract by us**

##### **(1) Cancellation of the event:**

If we have stated a minimum number of participants in our offer and/or in our advertisement, we can terminate and/or cancel the contract within 7 days before begin of the event, if the minimum number of participants stated in our offer and/or advertisement has not been attained.

We can terminate and/or cancel the contract and/or the event also if the scheduled speaker cannot appear due to illness through no fault of us and a substitute speaker is not available.

In such case you have a claim only to a refund of the already paid participation fee, you have no further claims.

If possible, we will try to offer a substitute date on which you could (but must not) rebook the event at no cost.

##### **(2) Termination due to non-payment:**

We can terminate the contract and/or deny you admission to the event, if you failed to pay or failed to pay in full the agreed participation fee or other additional or third-party costs due, at the latest before begin of the event.

#### **Article 9 - Force majeure**

- (1) In the event of force majeure which results in stoppage or interruption of the contract or the event or the digital availability of the contents or individual contractual services, we can rescind the contract.  
This applies also in the event that one of our key performers and/or service providers (e.g. the event site) is unable to provide its services to us due to force majeure.

We can, however, claim and/or retain that portion of the agreed participation fee that corresponds to the services already performed by us in the justified expectation that the event would be held, unless we can make otherwise use of it and which we deemed to have been required (e.g. catering); if the event has not begun, at the most however 30% of the agreed participation fee. You and we respectively have the right to proof that the amount should be set reasonably higher or lower. It is - for you and us, respectively, refutably - assumed that reimbursement of expense amounts to 5% of the agreed participation fee.

In all other respects, the services performed are to be reversed in accordance with Article 346 BGB - German Civil Code).

Claims for damages against us are excluded.

If force majeure results in impossibility to hold the face-to-event, then a contractually agreed online event will be affected by this only if its implementation has also become impossible or unreasonable for you or us.

- (2) Official, police or court orders imposed for stopping or breaking up the event correspond to force majeure in accordance with sub-clause 1, unless we have culpably caused such order to be imposed.
- (3) It is assumed to be agreed that force majeure within the meaning of sub-clause 1 applies also to recommendations imposed to this effect by the State (government, constitutional states, local authorities, municipalities, ministries, the police, the criminal police, authorities, federal agencies or institutes, state/land offices, the Robert-Koch Institute or comparable institutions), i.e. not to hold the event that is the object of this contract or a comparable event (e.g. due to pandemic spreading of a virus or error warning).
- (4) It is assumed to be agreed that force majeure applies also, when holding the event, due to imposed stricter requirements by the bodies stated in sub-clause 3, insofar as we are not responsible for them, is economically unreasonable. In such case, we can invoke force majeure in accordance with sub-clause 1.
- (5) It is refutably assumed that we can invoke force majeure within the meaning of sub-clause 1, if comparable events in the same or bordering constitutional state or region in which the event takes place are cancelled at the same time and/or do not take place. It is also refutably assumed that we cannot invoke force majeure if comparable events in the same state or bordering constitutional state or region in which the event takes place are held at the same time.
- (6) Insofar as a not inconsiderable number of participants or exhibitors or lecturers cancel their participation in and/or attendance of the event, invoking an exceptional occurrence, and that as a result the dominant character of the event is lost, the organizer is entitled to cancel the event with the legal consequence of sub-clause 1.
- (7) It is assumed to be agreed that force majeure is also deemed to arise when holding the event due to increased requirements imposed by the bodies cited in sub-clause 3 would be economically unreasonable, insofar as we are not accountable for such imposition. In such case we can invoke force majeure in accordance with sub-clause 1. It is assumed to be agreed that force majeure is also deemed to arise when increased requirements imposed by the bodies cited in sub-clause 3, or the event site, or recognized recommendations of trade associations, would require an effort that in consideration of the subject matter of the obligation and the principle of good faith is grossly disproportionate to your interest in performance, insofar as we are not accountable for such imposition. In such case we can invoke force majeure in accordance with sub-clause 1.
- (8) As less severe means of a cancellation of the entire event or parts thereof due to force majeure, we are entitled, but not obligated, to hold the entire event or parts thereof digitally. In such case we are obligated to appropriately adjust the participation fee and refund possible excess payments to the participant. Changing the event into a digital format due to force majeure does not give rise to any claims for damages against us.

This applies also insofar as we permit only part of the event to be held as face-to-face event, offering other participants delivery of the event in digital form.

- (9) If holding the event and/or continuing advertisement for the event and/or individual promotional activities would be perceived by the public as lacking of respect, we may cancel the event and/or offer you an alternative date; an indication for lack of respect would be if a serious accident or a serious incident (e.g. armed national or international conflict) occurred, and in each case in close temporal relation with the event within the municipality or administrative district in which the event is scheduled to take place gives rise to special broadcasts on TV and/or radio, or if an order for flags to be flown at half-staff is issued or if a not inconsiderable number of other events in the municipality or administrative district are cancelled for the same reason. If the temporal effect extends and/or is limited merely to the promotional activities, the aforesaid applies accordingly, if this significantly impeded the sale of admission entitlements and it is regarded as improbable that this sale can be made up after elimination of the impediments.

## Article 10 - Termination by you

- (1) If you would like to rescind the contract for reasons for which we are not accountable ("cancellation"), this is after consultation with us in principle possible. We may not unreasonably refuse rescission. In case of mutually agreed rescission of the contract we can, owing to the fact that, as experience has shown, we will in case of rescission at short notice, no longer be able to assign free places otherwise and may also not be able to cancel our service providers or lecturers at no cost, claim costs and fees etc. in accordance with the following:

We can charge you our costs and loss of profits on a flat-rate basis. In this case, the following flat rates apply:

- a. Up to 30 days before begin of the event: 25% of the participation fee
- b. Up to 14 days before begin of the event: 50% of the participation fee
- c. After that 100% of the participation fee.

Insofar as you can prove that the loss we have incurred is less than the cancellation flat rate, or no loss at all, all you need to pay is the lesser amount or, insofar as no loss was incurred, no flat-rate cancellation fee.

- (2) In the event of cancellation and to prevent paying cancellation costs you can provide a substitute participant, provided such substitute satisfies the admission requirements and provided the event has not yet started,

## Article 11 - Liability

- (1) Breaches of duty that result in damage to property or economic loss:

In case of breach of duty due to only slight negligence, our liability is limited to the average foreseeable damage typical of the contract.

We are not liable for negligible breach of contractual obligation. "Negligible" are duties the fulfilment of which do not characterize the contract and on which you cannot rely.

Indirect damage and consequential damage, the consequences of damage to the object of the contract are only eligible for compensation to the extent to which such damage can be typically expected in the use of the object of the contract.

The liability limitations in this sub-clause 1 do not apply to a breach of duty caused by gross negligence or intention.

- (2) Breaches of duty that result in damage to life, body or health:

We are liable for any kind of negligence and intention for damage to life, body or health for which we may be held responsible by you.

- (3) Mandatory legal liability:

The limitations of liability in sub-clause 1 do not apply to your claims based on product liability and mandatory legal liability.

- (4) Extension of this clause to employees, bodies, agents et al.:

The limitations of liability in sub-clause 1 apply to the same extent to the benefit of our bodies, our employees and other agents and our sub-contractors.

## Article 12 - Miscellaneous

- (1) Place of jurisdiction:

Place of jurisdiction is agreed to be our registered office, if you are a business person or if you do not have a general place of jurisdiction in the Federal Republic of Germany. In that event we are also entitled to institute judicial proceeding at your place of business.

- (2) Choice of law:

The German law applies.

- (3) Language:

Should any of the General Conditions be translated into another language, then in doubt always the German version has priority.