

# **STANDARD TERMS AND CONDITIONS OF PARTICIPATION (events)**

**of the Konradin Publishing Group  
(last updated 01/2017)**

## **1. Registration, when a contract arises**

In general, registrations are accepted in the order of their receipt. There is, however, no entitlement to conclude a contract to participate. No contract will arise until our confirmation of registration or our invoice is received.

Specific provisions applicable to individual events are contained in separate special conditions of participation, which apply in addition and take precedence.

## **2. Terms of payment**

The registration fee will be invoiced following registration and is payable on receipt. If payment is taken by SEPA direct debit, we will give notice of the deduction at least 8 days in advance.

## **3. Event cancellation / changes**

We are entitled to cancel an event for good cause (e.g. insufficient participants to cover costs, last-minute unavailability of a speaker or any substitute). The Participant will be informed immediately and the registration fee returned; any other claims against us are excluded.

We are also entitled to make other changes to events as long as it is reasonable to expect the Participant to accept this (e.g. agenda, timetable, venue changes). We will give notice of such changes immediately on our websites and inform the Participant by e-mail if we have his/her e-mail address.

## **4. Conditions for cancellation**

Unless otherwise provided (e.g. in special conditions of participation), the Participant is entitled to cancel his registration up to two weeks before the event in text form (i.e. by letter, fax or e-mail) as follows:

- Cancellation is possible free of charge up to six weeks before the event.
- In the case of cancellation up to two weeks before the event begins the cancellation fee is 50% of the agreed registration fee.

- No later cancellation is permitted.

The Participant remains entitled to prove that we either suffered no loss or that our loss was less than the cancellation fee.

We will reimburse the registration fee (if appropriate after deducting any cancellation charge) to the Participant immediately.

This is without prejudice to the Participant's right to nominate a substitute at any time.

## **5. Exclusion of participants, domiciliary rights**

We are entitled to exclude a participant wholly or partly from events if the participant disturbs the event and refuses to cease the disturbance even when threatened with exclusion.

We (where relevant jointly with third parties) hold domiciliary rights during events and are therefore entitled to issue instructions.

## **6. Copyright**

Lecture and any other work documentation is protected by copyright. No commercial sound or image recording (in particular photographs, films, videos) is permitted.

If sound or image recordings are made at the event, these may include participants. Participants' attention will be drawn to this separately at the event. Participants consent to our duplicating recordings, distributing them and making them publicly accessible, as long as this usage does not unreasonably prejudice the Participant's interests; our interests are to be reasonably taken into account. This consent is geographically and temporally unrestricted; the Participant can only revoke it if it is unreasonable due to unforeseeable changes in circumstances, taking into account both the Participant's interests and ours, to expect the consent to continue.

## **7. Data protection**

We will collect, process and utilise the Participant's necessary data for the purpose of fulfilling the contract. We are entitled to supply data to other participants, speakers, sponsors and exhibitors at an event, but only for use for the purposes of the event, e.g. for sending out lecture documentation for use in preparing for the event. The Participant has the right to object to such disclosure at any time.

Any other processing or usage of data will only take place with the Participant's consent. The Participant may ask us for information about the content, scope, date and form of the consent at any time.

## **8. Concluding terms**

Should one or more of these provisions be or become invalid, this shall not affect the validity of the remaining terms.

If the Participant is a merchant ("*Kaufmann*" as defined by German law), the agreed legal venue is our registered place of business; the same applies if the Participant has no general legal venue in Germany, if he has transferred his domicile or customary place of residence abroad after the conclusion of the contract or if neither the domicile nor the customary place of residence of the Participant are known at the time when legal action is initiated. We are also entitled to sue at the Participant's registered place of business.

## **9. CANCELLATION RIGHTS NOTICE**

**If the Participant is a consumer, he is entitled to exercise the following cancellation rights. He is deemed to be a consumer if the contract cannot be attributed either to his commercial or self-employed professional activity.**

### **RIGHT TO CANCEL**

**You have the right to revoke your contractual declaration within 14 days in text form (e.g. letter, fax, e-mail) without stating any reason. The deadline will begin to run on your receipt of this information in text form, but neither before the conclusion of the contract nor before we have satisfied our obligations to supply information pursuant to Art. 246 § 2 in conjunction with § 1 Para. 1 and 2 Introductory Act to the German Civil Code (EGBGB) and our obligations pursuant to § 312g Para. 1 Sentence 1 German Civil Code (BGB) in conjunction with Art. 246 § 3 EGBGB. To be deemed punctual, it is sufficient for the cancellation to be sent within the deadline. The cancellation is to be addressed to**

**Konradin Business GmbH  
Ernst-Mey-Straße 8  
70771 Leinfelden-Echterdingen  
Germany  
Fax: +49(0)711/7594-1478  
E-mail: [datenschutz-online@konradin.de](mailto:datenschutz-online@konradin.de)**

### **CONSEQUENCES OF CANCELLATION**

**In the event of an effective cancellation, items received by each party must be returned and any benefits received (e.g. interest) handed over. If you are wholly or partly unable to return / hand over items received or benefits (e.g. benefits of use) or only able to return them / hand them over in a worse condition, you must compensate us for the loss of value. This may result in your nevertheless being obliged to fulfil your contractual payment obligations for the period up to**

**cancellation. Obligations to return payments must be satisfied within 30 days. The deadline for you will begin when you send off your notice of cancellation and for us when we receive it.**

**Please note:**

**Your cancellation rights will cease to apply immediately if execution of the contract is fully completed by both parties at their express request before you exercise your cancellation right.**

**End of cancellation rights notice**

**10. Online resolution of disputes pursuant to Article 14 of the Regulation (EU) No 524/2013 and consumer resolution of disputes pursuant to § 36 VSBG (German Consumers' Dispute Resolution Act)**

The European Commission provides a platform for online resolution of disputes (ODR) which can be found through <http://ec.europa.eu/odr>.  
Our e-mail address is: [verbraucherschutz@konradin.de](mailto:verbraucherschutz@konradin.de)

We are currently not willing to participate in resolution of disputes proceedings in front of a consumer arbitration board.

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