

General Conditions of Participation for events of the Konradin Media Group (April 2022)

For reasons of readability, these General Terms and Conditions do not employ both the masculine and feminine language forms. All references to persons apply to all genders.

1. Scope

These General Conditions apply exclusively. We are not bound by the participant's additional or deviating terms and conditions.

2. Registration, conclusion of contract

2.1 In general, registrations are accepted in the order of their receipt. There is, however, no entitlement to the conclusion of a contract to participate. We can therefore also refuse registration, especially if there are no more places available. The contract is concluded upon receipt of our order confirmation in text form.

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

3. No right of cancellation

Participants who are consumers within the meaning of Section 13 of the German Civil Code (BGB) are not entitled to cancel, as the contract is for the provision of services in connection with leisure activities on a specified date (Section 312g (2) no. 9 of the German Civil Code).

4. Participation fee, terms of payment

The participation fee only covers participation at the event and will be invoiced following successful registration. Unless otherwise agreed, we are entitled to send the participant an electronic invoice (e.g. as a PDF document) by e-mail. The participation fee shall be due for payment when invoiced.

5. Cancellation, substitute participant

5.1 Unless otherwise regulated, the participant may cancel in text form up to two weeks before the event as follows:

- Participation may be cancelled free of charge up to six weeks before the event.
- The fee for cancellations up to two weeks prior to the event is 50% of the agreed participation fee.
- Cancellation is only possible up to two weeks prior to the event.

The participant is entitled to prove that we have not incurred any damage or that the damage is significantly lower than the cancellation fee charged. We will immediately reimburse the participant for any payments made in excess of this.

- 5.2 Participants may nominate a substitute participant at any time without incurring additional costs. The participant undertakes to make available to and inform the substitute participant of the ["Data protection information for participants at events of the Konradin Media Group"](#) as defined in Clause 10.
- 5.3 The participant's right to withdraw from the contract and/or claim damages due to a breach of duty for which we are responsible within the framework of the statutory provisions remains unaffected.
- 5.4 This shall be without prejudice to the right to serve notice of termination for good cause. Notice shall only be valid if given in writing.

6. Changes to or cancellation of the event

- 6.1 We may make changes to the content, methodology and organisation of the event before or during the event, provided that these do not materially change the announced event. We are also entitled to replace scheduled speakers - if necessary - with comparably qualified persons.
- 6.2 We may also substantially change, postpone or cancel the event at any time for important reasons (including force majeure, official measures or the cancellation of speakers) and extraordinarily terminate the contract. We will inform the participant of this immediately via the contact details provided during registration. The mutual performance obligations of the contracting parties shall lapse if the event is cancelled. If we have already provided services to the participant prior to the cancellation (e.g. by producing and sending accompanying documentation), we will make an appropriate charge. Insofar as available, we shall base the charge made on our price list that was valid at the time the services were provided.
- 6.3 If the participant has purchased tickets for chargeable areas of the event, any ticket fee already paid will be refunded immediately if the event is cancelled; this also applies if the participant is unable to attend a scheduled alternative date in the event of a postponement of the event and therefore withdraws from participation by sending an e-mail to our contact details.

7. Exclusion of participants, domiciliary authority

- 7.1 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.
- 7.2 We, where applicable jointly with third parties, hold domiciliary authority during events and are therefore entitled to issue instructions.

8. Liability

- 8.1 Our liability for damages and reimbursement of costs for slight negligence - including but not limited to breach of contractual obligations and from tort - is excluded, unless we have breached a material contractual obligation, i.e. an obligation the fulfilment of which is a prerequisite for the proper performance of the contract or on fulfilment of which the participant may regularly rely. In this case, our liability is limited to the damage typical for the contract and which we must have anticipated at the time of conclusion of the contract on the basis of the circumstances known to us.
- 8.2 However, we bear unlimited liability for damages arising from injury to life, limb or health, for intent and gross negligence, for the absence of a guaranteed quality and under the Product Liability Act.

9. Copyright

Lecture presentations, films, videos, photographs, sound recordings, illustrations of practical exercises, scripts and other working documents shown or provided by us or the speakers may be protected by copyright or otherwise. Any use outside the narrow limits of copyright or other protective rights is only permitted with our express consent or that of the speaker. This applies in particular to reproductions as well as the transfer to and/or modifications in digital as well as analogue storage systems. Participants are prohibited from making sound or image recordings of the working documents and of the event (e.g. photographing and recording).

10. Data protection, audio, photographic and film recordings

The "[Data protection information for participants at events of the Konradin Media Group](#)", which will be provided to the participant prior to registration, shall apply to the processing of the participant's personal data and in particular the production and publication of audio, photographic and film recordings in connection with our events.

11. Online dispute resolution, arbitration

- 11.1 The European Commission provides an online dispute resolution (ODR) platform at <http://ec.europa.eu/odr>. This gives consumers the opportunity to initially resolve disputes related to their online registration for the award day without having to go to court.

Our email address is verbraucherschutz@konradin.de.

- 11.2 We always endeavour to settle any disagreements amicably. Furthermore, we have decided not to participate in a dispute resolution procedure before a consumer arbitration board. We are not obliged to do so.

12. Final provisions

- 12.1 If one or more of these provisions are or become invalid, this shall not affect the validity of the remaining terms.
- 12.2 German law shall apply. If the participant is a consumer, he may nevertheless rely on those provisions of the state of their habitual residence which may not be derogated from by agreement.
- 12.3 If the participant is a merchant, a legal entity under public law or a special fund under public law, the legal venue for all disputes arising from and in connection with the contractual relationship shall be our registered place of business or, at our discretion, the registered place of business of the participant. The same shall apply in cases in which the participant has no general legal venue in Germany, if the customer has moved his domicile or customary place of residence abroad after the conclusion of the contract or if neither the participant's domicile nor the customary place of residence are known at the time when legal action is initiated.
