

## **GENERAL TERMS AND CONDITIONS OF BUSINESS GREENTECH SHOW GMBH FOR PARTICIPATION IN GREENTECH FESTIVAL**

June 22 – 24, 2022

### **§ 1 Scope of applicability**

(1) These General Terms and Conditions of Business regulate the contractual relationship between the participant and Greentech Show GmbH, represented by Managing Directors Judith Kühn, Sven Krüger, Marco Voigt, Münzstraße 15, 10119 Berlin (hereinafter referred to as GTS) as the organiser, as regards participation in all GREENTECH FESTIVAL modules (hereinafter referred to as the 'event').

(2) The General Terms and Conditions apply in their latest version. An adjustment of the General Terms and Conditions by Greentech Show GmbH is possible at any time. Contractual partners affected by this are to be informed and an extraordinary right of termination with a claim for reimbursement exists. If the participant does not object to the adjustment of the General Terms and Conditions within 14 days after becoming aware of it, they shall be deemed accepted.

### **§ 2 Registration**

(1) Those wishing to participate in the event register online via the registration tool or by email.

(2) Registrations will be processed in the order in which they are received by GTS. If the registration for the event can be approved, GTS will send the participant a confirmation of registration in writing or by email. The contract between the participant and GTS comes into being upon receipt of the confirmation of registration. (3) If the registration for the desired event cannot be approved, GTS shall inform the participant to that effect and possibly refer it to alternative events.

### **§ 3 Remuneration**

(1) The remuneration (participation fee) is specified in the registration form. The amount specified covers participation in the event of GTS (including any documents, beverages during breaks, etc.). The price does not include e.g. the participants' travel, accommodation or subsistence costs. The amount specified should be understood as being subject to the addition of VAT.

(2) GTS shall send the participant an invoice for the fee upon or following confirmation of registration.

### **§ 4 Changes to the event**

(1) GTS has the right to relocate the event or change its time frame, engage different speakers than those announced or change the event programme. If the event is completely or partially relocated/rescheduled or shortened, the contract shall be deemed to have been concluded for the changed duration, unless the participant objects in writing within two weeks after being notified of the change. The participant shall be informed of this legal consequence in the notification. The agreed price will not be reduced.

(2) If good cause arises, particularly if the speaker drops out or if there are too few participants, GTS will be able to cancel the event and terminate the contract by way of extraordinary termination, in which case the reciprocal performance obligations of the parties shall no longer apply. Any already paid remuneration shall be returned to the participants. Any entitlement to travel and/or accommodation costs or loss of working hours is excluded, unless such costs arise due to intentional action or gross negligence on the part of GTS. Any further claims of the participant are excluded.

(3) GTS shall promptly inform the registered participants of any changes to the time or venue of the event and of any significant changes to the course of the event, as well as of any cancellation of the event in accordance with paragraph 1.

(4) Due to legal requirements (cf. § 11) or economic constraints, it may be necessary to reduce the size of the event with an accompanying restriction of participants. In this case, GTS will offer the affected participants substitute services. If this is not possible or if these are rejected by the participant, the contract will be terminated, and a refund will be made.



## **§ 5 Rescission; substitute participants**

(1) Participants have the right to rescind the contract at any time before the beginning of the event when due cause is given. Instead of rescission, they can nominate a substitute participant. The rescission declaration must be made in writing, by fax or email with respect to GTS and addressed to the contact details given below. If the rescission declaration is received by GTS up to three weeks before the beginning of the event, the participation fee will be refunded minus a processing fee.

(2) If the rescission declaration is received by GTS later than three weeks before the beginning of the event or if neither the participant nor a substitute participant participates in the event without such a declaration, GTS will be entitled to payment of the full remuneration.

(3) GTS shall be free to provide proof of higher losses resulting from the rescission or failure to attend, and the participant shall be free to provide proof of lower resulting losses.

## **§ 6 Liability**

(1) GTS shall be liable to the extent prescribed by law for a) damage from injury to life, body or health due to negligent or culpable breach of duty by GTS, its legal representatives or vicarious agents, b) claims under the German Product Liability Act (Produkthaftungsgesetz), and c) willful misconduct or gross negligence or under a guarantee.

(2) GTS shall only be liable for minor negligence insofar as an obligation is breached whose fulfilment is of particular significance for the achievement of the objective of the contract ('key obligation'). Key obligations are obligations whose fulfilment makes it possible to correctly perform the contract at all and upon whose fulfilment the other party generally relies and can rely. That liability is limited to the foreseeable damage that may occur under a typical contract.

(3) A more extensive liability of GTS is excluded; this also applies to tortious liability or reimbursements of futile expenses. The limitation or exclusion of liability also apply in favour of the employees and vicarious agents of GTS.

(4) The time limitation period for claims of the participant amounts to one year, unless they are based on intentional action by GTS' statutory representatives, vicarious agents or employees. The same applies for direct claims against the above-mentioned persons.

## **§ 7 Copyright**

(1) The event documents may only be used personally by the participant and may only be reproduced, published or otherwise passed on to third parties, in their entirety or in extracts, with the prior written consent of GTS and the speaker or third parties.

(2) Should the speaker him-/herself provide documents online, GTS does not provide any guarantee for the currency, completeness, correctness or quality of the documents provided. The speaker shall be solely liable for the content and for any losses that arise due to the use of such information or links offered online.

## **§ 8 Image and Audio recordings**

(1) Recording of the event, e.g. on audio or video by the participant, is not permitted without the explicit permission of GTS.

(3) GTS has the right to make commercial image or video recordings of the event and its participants or have them made and to use them in any form. GTS is also entitled to allow third parties to use the data in this way.

## **§ 9 Data protection**

GTS uses the personal data collected during registration for the purposes of contract implementation and – if you have separately consented to this – for marketing and advertising purposes. It may be necessary to transmit the data to third parties for these purposes. Particularly in connection with registration and settlement of the participation fees, the necessary personal data will be transmitted to the service provider Ticketmaster GmbH, Spree Forum, Alt-Moabit 60, D-10555 Berlin and used by it accordingly.

## **§ 10 Domestic law**

The GREENTECH FESTIVAL is a closed event, GTS has the sole domiciliary rights, legal remedies are excluded. The participant accepts instructions of the organizer and his assistants.

## **§ 11 Corona**

(1) For the protection of the event participants, it may be necessary to implement restrictions and/or measures prescribed by law and/or more extensive restrictions and/or measures. This does not constitute a change of the event according to § 4 and does not entitle the participant to withdraw from the event.

(2) The participant warrants to the best of his/her knowledge that he/she is not infected with corona and is not virulent. GTS is entitled to take appropriate measures (e.g. temperature measurement, questioning) to investigate a justified suspicion and to deny the participant access to the event or to expel him/her from the event. The participant can object to this exclusion by presenting a valid negative test (issued by an officially recognized test center and not older than 24 hours).

## **§ 12 Cancellation right for consumers**

If the participant is a consumer in the meaning of Article 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) the following applies:

### **Cancellation notice**

You have the right to cancel this contract within fourteen days without giving reasons. The notice period for cancellation amounts to fourteen days from the date of the conclusion of the contract. In order to exercise your cancellation right you must notify GTS by way of a clear declaration (e.g. a letter sent by post, fax or email) of your decision to cancel this contract. To meet the time limit for cancellation it is sufficient to send the notification on the exercise of the cancellation right before the end of the time limit for cancellation.

### **The consequences of cancellation**

If you cancel this contract, GTS will have to repay all payments that it has received from you, including the delivery costs (with the exception of the additional costs resulting from your choice of a type of delivery other than the low-cost standard delivery offered by GTS) promptly and no later than within fourteen days from the date when GTS receives the notification of your cancellation of this contract. For that repayment GTS will use the same payment method that you used for the original transaction, unless explicitly agreed otherwise with you. On no account will you be charged any fees for that repayment. If you have requested that the services begin during the time limit for cancellation, you will have to pay GTS a reasonable amount corresponding to the share of the services already performed up to the moment when you notified GTS of the exercise of the cancellation right with regard to this contract compared to the total scope of the services provided for in the contract.

## **§ 13 Final provisions**

(1) Any additional arrangements must be in writing in order to be effective.

(2) Differing general terms and conditions of business of the participant are ineffective.

(3) The place of jurisdiction for disputes with traders, legal persons under public law or public law special funds are the location of GTS registered office, Berlin.

