

# **General Terms and Conditions for Participants**

## 1. Scope

These Terms and Conditions govern the contractual relationship between the participant and event lab. GmbH, Richard-Lehmann-Straße 12, 04275 Leipzig as organizer with regard to the participation in the following event: **13**<sup>th</sup> **Frankfurter Meeting as hybrid meeting from November 10 – 11, 2022** (hereinafter referred to as Event).

## 2. Conference participation / registration

Participants register by submitting an online registration form on the event homepage https://frankfurter-meeting.de/. This constitutes a binding notification of the intention to conclude a contract. The contract is concluded when event lab. GmbH accepts the offer by sending a booking confirmation to the participant, together with a request for payment with the necessary bank details. Payment can also be made by credit card (MasterCard/Eurocard, VISA and Amex) or by PayPal. After having received the payment confirmation, the participant is entitled to take part in the Event. Events with a limited number of participants will be indicated as such (see subsection 7).

## 3. Event / registration fees

Registration fees are listed at the respective Event homepage. If the Event offers a reduced fee for students, the latter will need a valid student I.D. at the time of registration and for the duration of the Event. Upon receipt of the booking confirmation, students must promptly submit a copy of their student I.D. to event lab. GmbH without being prompted to do so.

#### 4. Name tags

Participants receive their name tags at the registration counter. The name tags must be worn in a visible manner by all participants throughout the Event. Access to the Event will be denied without a name tag. A processing fee of €15.00 will be charged for reissuing a lost or stolen name tag.

## 5. Rebooking / cancellation / refund

The participant may withdraw from the contract at any time however a cancellation fee may apply (see the following explanations). The notification of withdrawal must be sent in writing, by fax or by email to event lab. GmbH.

If the declaration of withdrawal / cancellation is received by event lab. GmbH by *August 31, 2022*, any registration fees already paid will be refunded minus a cancellation fee of €25.00 per person. If the withdrawal / cancellation is received after this date or if the participant does not attend the event, the full fee for participation is payable.

An administration fee of  $\leq 15.00$  is payable if changes are made to the registration details, such as a different name, billing address or other changes. We explicitly point out that substitution of another participant for a previously registered one can be included in this administration fee.

The participant retains the right to show that the actual costs or reduction of value were lower than the flat fee above.

## 6. Right to amend

If the authorities issue restrictions or bans in connection with the SARS-COV2 pandemic that rule out or render unfeasible staging the event without social distancing, if staging the event would violate recommendations by the authorities or epidemiological experts, and/or if travel restrictions make it impossible to hold the event as planned, event lab. GmbH is entitled at its own discretion to stage the event entirely virtually, meaning that all physical events will be cancelled and the contents thereof communicated virtually. In such a case, the participant is not entitled to withdraw from the contract.

If the event is held virtually, only the fees for virtual participation are payable. Any excess fees already paid will be returned to the participant. Insofar as intent or gross negligence cannot be demonstrated, further claims for liability and losses, specifically for any flight, rail or other transportation tickets already purchased or any hotel rooms already reserved, will not be entertained.

#### 7. Limited participation / evening events

Parts of the Event (workshops, evening events, etc.) may be limited in terms of the number of participants, may require registration, and may involve additional costs beyond the regular Event fee. If registration is compulsory and additional costs are involved, these parts of the Event can likewise be firmly booked and paid for at the Event homepage or at the Event/conference office. More information on this is available at the Event homepage or from the Event organizer. Once the maximum number of participants has been reached, no right to participate may be asserted. Participation in parts of the event that are restricted in numbers can be cancelled without charge before *October 13, 2022*.

The participant retains the right to show that the actual costs or reduction of value were lower than the flat fee above.



#### 8. Liability

a) With the exception of the liability for injury to life, body, or health of the participant, event lab. GmbH's liability is limited to willful intent or gross negligence. event lab. GmbH's liability for the breach of fundamental contractual obligations (cardinal obligations) shall thereby remain unaffected. In this case liability is limited to an amount of damage that is typical for the contract and foreseeable upon conclusion of the contract. Insofar as the liability of event lab. GmbH is excluded or limited, the same shall apply to the liability of representatives as well as any performing and vicarious agents employed. event lab. GmbH is not liable for damages or disruptions caused by circumstances outside its sphere of influence. This applies, in particular, to cases where the Event is impeded or hindered by unforeseen political, economic, or climatic events or in general by force majeure.

b) event lab. GmbH solely acts as an organizer and is not responsible for the Event program or Event contents. The program and/or Event are subject to change, e.g., by speakers cancelling. event lab. GmbH may not be held liable for the contents of or changes in the program or Event and potential damages arising therefrom. Insofar as event lab. GmbH assumes responsibility for the printing or digital creation and publication of an Event program, newsletter, email and such, it shall be liable, in particular, with regard to any printing or production errors, etc., solely within the scope of the liability provisions of subsection 8 a) of the General Terms and Conditions.

c) event lab. GmbH is liable neither for the performance of hotel services, especially the availability of rooms at the time requested, nor for the successful conclusion of an accommodation contract with the respective hotel for the offer transmitted by it. event lab. GmbH assumes liability in its capacity as an agent solely within the scope of the liability provision of subsection 8 a) of the General Terms and Conditions.

d) Insofar as there is the possibility of participants using local public transportation at the event location free of charge by presenting their congress documents, admission tickets or such and/or purchasing such tickets at a discount rate, event lab. GmbH shall not be liable for any damages arising from the use of these means of transportation.

#### 9. Data protection and copyright

The participant acknowledge that the organizer can make photos and/or video and audio recordings at any time, and by registering for the Event expressly grants his permission to do so. He likewise grants his permission for the organizers to use these photos and/or recordings at the Event website and in social media channels as well as in Event publications.

The personal information provided by the participant upon registration is used to guarantee the organization, execution and evaluation of the Event. Data will only be shared with third parties involved in the Event and to ensure that the event runs smoothly (organizer, hotel, etc.). Apart from this, no further data will be shared with third parties. Personal information will be used and gathered solely in compliance with the applicable data-protection regulations. By registering for the Event, the participant expressly grants his permission to gather, use, process, store and disclose his personal information in the aforementioned context. The scientific/scholarly presentations by participating speakers will be transferred to the presentation equipment (e.g., laptops) exclusively and centrally from the technology counter or directly by means of a storage device and may be saved on the Event location's server. The server gives third persons (e.g., event technicians) access to these copyright-protected works. The copyrighted works submitted by the speakers will be solely used to ensure that the Event runs smoothly. The presentations will only be shared with third parties involved in the Event and only if required for the Event. By registering for the Event, participants declare their agreement with this. event lab. GmbH cannot guarantee that the presentations by the speakers in their presentations.

#### 10. Right of withdrawal for consumers

If the participant is a consumer under the terms of Section 13 BGB [Civil Code], the following applies: Information on the right of withdrawal

## Right of withdrawal:

In accordance with Section 355 Paragraph 2 BGB, the participant can withdraw from the declaration of intention to conclude a contract within 14 days without giving reasons. The period of withdrawal is 14 days after the conclusion of the contract. The period of withdrawal is deemed to have been observed if the declaration of withdrawal is dispatched within the period. The declaration is to be sent by post to: event lab. GmbH, Richard-Lehmann-Straße 12, 04275 Leipzig, by fax to +49 (0) 341 30 88 84 91 or by email to frankfurter-meeting@eventlab.org.



Consequences of withdrawal:

In the event of withdrawal, any performance received by either side is to be returned and any uses are to be surrendered. Obligations for restitution of payments made are to be met within a period of 30 days. For the participant, the period begins with the dispatch of the declaration of withdrawal, for event lab. GmbH it begins with the receipt of the declaration.

## 11. Other

The place of performance for the services of event lab. GmbH is its registered office, Richard-Lehmann-Str. 12, 04275 Leipzig as far as the services are to be provided there. As far as the requirements according to § 38 of the Code of Civil Procedure (ZPO) are met, the place of jurisdiction for all mutual claims arising from the business relationship is the seat of event lab. GmbH.

# 12. Severability

Should one or several provisions of these conditions of participation become invalid or contain a loophole, the contractual parties agree to amend or substitute the invalid or incomplete regulation with statutory regulations or with a valid regulation as close as possible to the purpose of the invalid regulation. The validity of the remaining provisions shall remain unaffected.