



live + virtual

# Leipzig Perioperative TEE Masterclass

State of the art  
and beyond  
21<sup>st</sup> – 23<sup>rd</sup> June 2023

[www.tee-masterclass.de](http://www.tee-masterclass.de)

## General Terms and Conditions for Participants

### 1. Scope

The following General Terms and Conditions contain the conditions for participating in the *Leipzig Perioperative TEE Masterclass from 21<sup>st</sup> – 23<sup>rd</sup> June 2023 in Leipzig, Germany* that will be held as hybrid conference (hereinafter referred to as Event). The General Terms and Conditions apply to every individual taking part in the Event. The Helios Health Institute GmbH (HHI) | with headquarters in Berlin | location Leipzig | Russenstraße 69 A | 04289 Leipzig is the organizer of the Event. The organizer entrusted the event lab. GmbH | Richard-Lehmann-Str. 12 | 04275 Leipzig with the registration of participants.

### 2. Conference participation / registration

Registration is handled at the homepage <https://tee-masterclass.de/> and is binding once the online registration form has been sent to event lab. GmbH. After online registration, each participant receives a first email with the booking confirmation followed by another email containing the payment information within the coming working days. Payment can either be made by bank transfer or by online payment such as credit card (MasterCard/Eurocard, VISA, and Amex) or by using PayPal. After successful payment, the participant is entitled to take part in the Event. Events with a limited number of participants will be indicated as such (see subsection 6).

### 3. Event / registration fees

Registration fees are listed at the respective [homepage](#). If the Event offers a reduced fee for certain types of delegates, a valid proof of status (e.g. student I.D., press credentials, study nurses and doctors in training) must be uploaded during the registration process. The proof of status must be valid at the time of registration and for the duration of the Event.

### 4. 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 *23 April 2023*, any registration fees already paid will be refunded minus an administrative 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. We explicitly point out that substitution of another participant for a previously registered one is possible. The participant retains the right to show that the actual costs or reduction of value were lower than the flat fee above.

### 5. 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, the organizer 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.

The organizer reserves the right - also shortly before the beginning of the event - to change the course of the event, to replace individual lectures at an event, to omit them or to change the speaker for an important reason. This only applies if the changes are reasonable for the participant, the overall circumstances make these changes necessary and the overall character of the event is preserved.

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.



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## 6. Limited participation

Parts of the Event (workshops, 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 [homepage](#) or at the Event/conference office. More information on this is available at the [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 *23 April 2023*. 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. We explicitly point out that another participant can be substituted for a previously registered one. The participant retains the right to show that the actual costs or reduction of value were lower than the flat fee above.

## 7. Liability

- a) With the exception of the liability for injury to life, body, or health of the participant, the organizer's liability is limited to willful intent or gross negligence. The organizer'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 the organizer is excluded or limited, the same shall apply to the liability of representatives as well as any performing and vicarious agents employed. The organizer 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) Neither the organizer nor event lab. GmbH are liable for damage or accidents suffered by the participant in the event premises (hotel, conference venue, etc.) in the event of willful intent or gross negligence. Furthermore, nor the organizer, nor event lab. GmbH are to be made liable for the items brought in (cloakroom, valuables, etc.). The respective house rules of the conference venue or the hotel must be observed.
- c) The organizer and event lab. GmbH are 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.
- 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, The organizer and event lab. GmbH shall not be liable for any damages arising from the use of these means of transportation.
- e) Neither the organizer nor event lab. GmbH accept liability for the success intended by the event. Furthermore, they are not liable for technical damage at online events, in particular not for data loss, hardware malfunctions or disruptions in Internet connections. Nor event lab. GmbH, nor the organizer are also not liable in the event of incompatibility of the components present on the user's PC system or mobile device with the hardware and software of the online event as well as malfunctions caused by this.

## 8. Data protection and copyright

The participant acknowledges 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.



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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. The organizer cannot guarantee that the presentations are protected under copyright. The speakers should note that the organizer and event lab. GmbH are not liable for copyright violations by the speakers in their presentations.

The data protection information for the event can be found at: <https://tee-masterclass.de/privacy-policy/> .

## 9. 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 [jsmiletzki@eventlab.org](mailto:jsmiletzki@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.

## 10. 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.

## 11. 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.