

Conditions of participation for trade visitors

1 Scope of these terms and conditions

The following terms and conditions of participation apply to all legal transactions between DKM Business Events GmbH ("we") and our contractual partner ("you") participating in the KONTEC International Symposium ("event").

The organiser is: KONTEC Gesellschaft für technische Kommunikation GmbH, Dudenstr. 6 in 68167 Mannheim

We, DKM Business Events GmbH, are the appointed general contractor for the event and sell tickets on our own account and in our own name.

2 Conclusion of the contract

2.1 Offer and acceptance

Our offers are generally non-binding and subject to change.

By sending your declaration of participation by post, fax, e-mail, via the registration form on our website or by verbal agreement, you are submitting a binding offer to conclude a contract.

A contract with us is concluded when we accept your offer within 14 days.

2.2 Purchase via the ticket platform

Participation authorisations are primarily purchased via the pretix ticket platform.

2.3 The purchaser is not necessarily the participant

The purchaser of the participation entitlement who is not the sole participant (i.e. who does not acquire or order the participation entitlement exclusively for themselves) is responsible for ensuring that the participant who receives the participation entitlement from them is aware of these General Terms and Conditions and accepts them.

3 Subject matter of the contract

3.1 Changes to the programme

We may change individual components of an event if this is necessary and does not significantly alter the event. In this case, there is no entitlement to a reduction or refund of the admission price if the change is not significant and is reasonable for you under the circumstances of the individual case.

For possible changes to the date, location or format of the event, please refer to sections 9, 10 and 11.

3.2 Changes to participants or presentation format

Insofar as performances, lectures, presentations, etc. are the subject matter of the contract, we are responsible for the proper selection of performers, artists, speakers and presenters (participants), but are not responsible for their content, manner of presentation or statements.

There is generally no entitlement to a specific contributor or exhibitor, unless this has been expressly announced or agreed as the sole or essential component of the event.

We may replace individual contributors with other comparable contributors, provided that this is reasonable for the participant and does not significantly alter the purpose of the event or its content. There is no entitlement to contributors who are announced as "requested".

3.3 Recording of the event

We are entitled to take photographs and make video recordings. Details will be provided on site via our data protection information; you can also request this in advance.

3.4 Event language

The event language is German, unless otherwise indicated in the offers or announcements. If we have announced a contributor or content in a language other than German, we are not obliged to translate the content into German.

3.5 House rules

The house rules are the responsibility of us, the organiser and the operator of the venue.

4 **Participant fees**

4.1 Amount of fees

If a participation fee is charged for the respective event, this will be specified in our price information or offers.

4.2 Discounts

Discounts are only granted if and to the extent that we have expressly indicated them separately.

The person claiming a discount must claim the discount independently when registering and must meet the criteria for the discount at the time of registration and at the time of admission to the event and be able to provide proof of this upon request; otherwise, the non-discounted participation fees must be paid.

4.3 Not included in the fees

The participation fee does not include costs for hotel accommodation including extras, for travel to and from the venue, for transfers to the conference venue, or for transmission and connection costs or mobile phone costs for online participation, or for catering.

4.4 Non-participation and non-utilisation

If you do not make use of individual services through no fault of our own and outside of force majeure, the agreed participation fees and any additional agreed fees and costs (e.g. conference flat rates) shall nevertheless be payable, unless otherwise agreed in these terms and conditions of participation or in individual contracts.

4.5 Miscellaneous

All invoices are issued in euros. If you pay in foreign currencies or with foreign means of payment, you shall bear any exchange rate differences and bank charges.

All payments, insofar as participation fees or other costs are charged, are due and payable immediately upon invoicing without any deductions, but in any case before admission to the event, unless other payment terms have been expressly agreed.

The prices quoted are exclusive of statutory value added tax.

5 **Copies**

In the event that copies of participation authorisations appear, we reserve the right to deny access to the event to the holders of the copies or the unauthorised reproductions of participation authorisations. Furthermore, we reserve the right to demand payment of the total value of the duplicated participation authorisation from ticket purchasers whose participation authorisation has been duplicated without authorisation through their own fault.

We accept no responsibility for any inconvenience caused by unauthorised reproduction or misuse of these tickets.

6 Ticket return/cancellation by you

6.1 Right of withdrawal for consumers

The return of an already purchased entry is generally excluded. The regulations on revocation and right of return for distance contracts are not applicable to the purchase of our entry due to § 312g para. 2 no. 9 BGB (German Civil Code).

6.2 When can a ticket be returned?

Exchange, return and cancellation of the right to participate are no longer possible after conclusion of the contract, unless expressly agreed in these conditions of participation or in individual contracts.

6.3 Cancellation

Free cancellation of the participation contract is not possible.

6.4 Refund policy

In the event of cancellation of events, refunds will be made via the same method used to purchase the participation entitlement from us. Refunds will be made to the persons who made the payments to us.

7 Special features for face-to-face events

7.1 Seating, availability

Seating is free on site. If parts of the event, workshops or opportunities to talk to individual speakers are offered, please note that, due to the nature of an enclosed space, only limited time and space are available.

7.2 Special regulations for state, municipal or official safety regulations

The regulations relating to infection control measures also apply mutatis mutandis to any type of safety regulations that are issued, specified or recommended by state, municipal or official authorities in relation to the event.

7.3 Arrival, entry requirements

You are responsible for arriving on time, for your return journey and for complying with any entry requirements and preparing for them in good time (e.g. obtaining any necessary documents).

7.4 House rules, prohibitions

It is prohibited to

- a. disrupt the course of the event,
- b. smoke in buildings outside the designated smoking areas,
- c. to commit, assist or incite criminal, unlawful or generally reprehensible acts,
- d. endanger other visitors,
- e. light fires, set off fireworks or pyrotechnic devices,
- f. to bypass barriers or enter areas that are clearly not accessible to visitors or to assist others in doing so,
- g. littering the event grounds,
- h. to engage in advertising of any kind or to distribute leaflets or other materials, unless we have given our express prior written consent,
- i. distribute or sell unauthorised drinks, food, souvenirs, clothing, fan merchandise and/or other goods and items,

- j. make audio, photo, film and video recordings for commercial use, or
- k. expressing or disseminating inhuman, racist, xenophobic, politically extremist, propagandistic, obscenely offensive or insulting, left-wing or right-wing extremist or other radical slogans and statements, as well as using, carrying or displaying corresponding symbols, logos, flags, clothing, etc.

In the event of a violation, we may expel you from the event. In this case, you will not be entitled to a refund of the participation fees and other costs (e.g. conference flat rate). Our right to claim damages remains unaffected.

8 Copyright

8.1 Documents

Any documents and files provided to you (presentations, handouts, scripts) are subject to copyright law, even if they do not meet the required level of creativity in individual cases. You may only use the documents and files for private use and within the scope of the permissions granted by copyright law.

8.2 Recordings by you

Photo, video and audio recordings made by you during the event for purposes other than exclusively private use are not permitted.

9 Cancellation of the event, termination of the contract by us

9.1 Cancellation of the event

Where possible, we will try to offer an alternative date to which you can rebook free of charge (but you are not obliged to do so).

We may terminate the contract with you if external circumstances beyond our control reduce the number of participants in the planned event room. In this case, earlier bookings take precedence over later bookings. In this case, the provisions agreed here regarding force majeure apply.

9.2 Termination in the event of non-payment

We may terminate the contract or refuse or restrict your access to the event if the agreed participation fee or other external and third-party costs due are not paid in full by the start of the event at the latest. Conversely, however, we retain the right to payment of the participation fees and costs.

10 Force majeure, non-feasibility

10.1 Withdrawal in case of impossibility

In the event of force majeure or other extraordinary, serious events for which we are not responsible and which lead to a necessary termination or interruption of the contract or the event or the digital provision of content or individual contractual services, we may withdraw from the contract.

This also applies if one of our service providers (e.g. the event venue) is no longer able to provide its services to us due to such events and a change of service provider is no longer possible or reasonable for us.

In such cases, we shall refund any participant fees already paid. There shall be no claims for damages against us.

It is clarified that, despite being aware that the contract is being concluded during the SARS-CoV-2 pandemic, both contracting parties may invoke force majeure, the discontinuation of the basis of the transaction and other legal or contractual provisions. This also applies to other events that last for several weeks (e.g. the spread of pathogens, armed conflicts, etc.).

Clause 11.1 is considered a milder remedy than cancellation.

10.2 Further cases of impossibility

Section 12.1 applies to state, official, sovereign, police or court orders to discontinue or terminate proceedings, unless we are responsible for such orders.

In the event of a recommendation by a sovereign or state authority (federal government, state government, ministries, police, state criminal investigation office, authorities, federal offices or federal institutions, state offices or state institutions, Robert Koch Institute or comparable institutions) not to hold the event (e.g. due to a pandemic-like spread of a virus or a terror warning), clause 12.1 shall apply, unless we are responsible for this recommendation.

If the holding of the event is economically unreasonable for us within the meaning of Section 275 (2) of the German Civil Code (BGB) due to increased requirements imposed by the aforementioned authorities, Clause 12.1 shall apply, unless we are responsible for these requirements.

If comparable events in the same district in which the event takes place or in neighbouring districts are cancelled during the same period due to the same extraordinary, serious event, clause 12.1 shall apply, unless we are responsible for the reason.

If a significant number of participants, exhibitors or contributors cancel their participation or attendance at the event due to an exceptional, serious event, and the event thereby loses its defining character, clause 12.1 shall apply, unless we are responsible for the event.

If the holding of the event and/or the continuation of advertising for the event and/or individual advertising measures are perceived by the public as disrespectful, clause 12.1 shall apply, unless we are responsible for the cause of disrespect. An indication of disrespect is, for example, if a serious accident or incident (e.g. armed national or international conflicts) has occurred, and in each case, in close temporal connection with the event in the city and district of the event, leads to a significant number of special broadcasts on TV and/or radio, or mourning flags are ordered, or a significant number of other events in the city and district are cancelled for the same reason.

Insofar as the temporal effect extends or is limited to advertising measures, the above shall apply accordingly if this has significantly impeded the sale of admission tickets and it is unlikely that this sale would be made up for after the impediments have ceased to exist.

11 Change of venue and date

If we relocate the event to another location and/or reschedule it to another date, the terms and conditions shall continue to apply to this new location and/or date.

We may make the relocation conditional upon a sufficient number of participants not withdrawing from the contract; to this end, we may set a deadline for all participants to confirm their participation at the new location or on the new date.

11.1 Different location

If, as a less severe measure than cancellation, we relocate the event to another location for an important reason (e.g. to avoid cancellation of the event), which we are entitled but not obliged to do, you may withdraw from the contract if the new location is unreasonably difficult for you to reach; This is assumed to be the case if the new location is more than 100 km away from the original location and does not have comparable local or long-distance public transport connections to the original location. In this case, we will refund any participation fees already paid. There shall be no claims for damages against us. A different event location within the same city where the event was originally supposed to take place does not entitle you to withdraw from the contract.

The right of withdrawal does not apply if we have already specified the new location as an alternative at the time of conclusion of the contract.

11.2 Different date

If, as a less severe measure than cancellation, we postpone the event to another date for an important reason (e.g. to avoid cancellation of the event due to force majeure), which we are entitled to do but not obliged to do, you may withdraw from the contract. In this case, we will refund any participation fees already paid. There shall be no claims for damages against us. A postponement of the start and end times only, while retaining the event date, shall not result in a right of withdrawal.

The right of withdrawal does not apply if we have already specified the new date as an alternative when the contract was concluded.

The right of withdrawal does not apply if, at the time of conclusion of the contract, we have already specified the in-person event, stating a city as the venue, as an alternative.

We reserve the right to increase the participation fees appropriately if higher costs are incurred due to the face-to-face format. In this case, you may withdraw from the contract and we will refund any participation fees already paid. There shall be no claims for damages against us. This right of withdrawal shall not apply if we have already specified the participation fees for an in-person format at the time of conclusion of the contract; nor shall the right of withdrawal apply if the price is increased by less than 5%. Confirmation from a solicitor, tax advisor or certified public accountant shall suffice as proof of reasonableness.

12 Liability

12.1 Breaches of duty leading to property damage or financial loss

We shall only be liable for slight negligence in the event of a breach of cardinal obligations.

Cardinal obligations are those obligations that contain essential legal positions under the contract, which we are required to grant you according to the content and purpose of the contract, or those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance you regularly rely and may rely.

Our liability for slight negligence of these cardinal obligations is limited to the average damage that is foreseeable and typical for this type of contract.

Indirect damage and consequential damage resulting from defects in the subject matter of the contract shall only be compensable if such damage is typically to be expected when the subject matter of the contract is used as intended.

The limitations of liability in this Section 12.2 shall not apply in the event of gross negligence or intentional breach of duty, nor in the event of the absence of warranted characteristics, nor to your claims arising from product liability and from legally mandatory liability.

The limitations of liability in this Section 12.2 shall apply to the same extent in favour of our organs, our employees and other vicarious agents and our subcontractors.

12.2 Breaches of duty leading to injury to life, limb or health

We are liable for any kind of negligence and intent in the event of injury to your life, limb or health attributable to us.

13 Miscellaneous

13.1 Place of jurisdiction

If you are a merchant within the meaning of the German Commercial Code or a legal entity under public law or a special fund under public law, the following applies: The place of jurisdiction for all claims arising from the relationship with you is our registered office. We are also entitled to choose the place of jurisdiction at your place of business.

13.2 Choice of law

If you are an entrepreneur (§ 14 BGB), German law applies.

If you are a consumer (§ 13 BGB), the following applies: These General Terms and Conditions and the contractual relationship with you are governed by the law of the Federal Republic of Germany, excluding substantive EU law. However, the statutory provisions restricting the choice of law remain unaffected. In particular, pursuant to Article 6(2) of Regulation (EC) No 593/2008 (the so-called "Rome I Regulation") within its territorial scope of application: Insofar as the law of the country in which you have your habitual residence at the time of conclusion of the contract (hereinafter referred to as "residence law") contains provisions for your protection which, according to the residence law, cannot be deviated from by agreement, the (more favourable) provisions of your residence law shall apply to you. This means that, despite the choice of law in accordance with sentence 1, you will always enjoy the protection of the mandatory provisions of your law of residence.

13.3 Choice of language

If these General Terms and Conditions are translated into a language other than German, the German version shall take precedence in case of doubt.

13.4 Validity of the General Terms and Conditions or individual clauses if you are an entrepreneur

You and we are obliged, if individual or multiple provisions are invalid or void for reasons other than the provisions concerning the law of general terms and conditions pursuant to Sections 305 to 310 of the German Civil Code (BGB) or a loophole requiring filling arises, to replace them with a valid provision or to fill the loophole with a provision that corresponds to the legal and economic content of the invalid or void provision and the purpose of the contract.

Section 139 of the German Civil Code (BGB) (partial invalidity) is excluded.

If the invalidity of a provision is based on a measure of performance or time (date or deadline) specified therein, this provision shall be agreed with a legally permissible measure that comes closest to the original measure.

14 EU platform for online dispute resolution

The EU provides an internet platform for online dispute resolution (ODR platform). This ODR platform is intended to resolve disputes between consumers and online platforms regarding online purchase contracts or service contracts as quickly and effectively as possible.

In accordance with Article 14 of Regulation (EU) No 524/2013 on online dispute resolution for consumer disputes (the ODR Regulation), we therefore refer you to the link to this ODR platform. You can access the online dispute resolution platform here:

[To the EU online dispute resolution platform](#)

Also in accordance with Art. 14 of the ODR Regulation, we would like to inform you of our email address in this context: kontec@dkm-hamburg.de.

We would like to point out that we are not obliged to participate in dispute resolution proceedings before a consumer dispute resolution body and do not voluntarily participate in such proceedings.