

General terms and conditions for speakers

1 Scope of application

The organiser is KONTEC Gesellschaft für technische Kommunikation GmbH, Dudenstr. 6, 68167 Mannheim. We, DKM Business Events GmbH, have been commissioned by the organiser as general contractor to organise the event and to commission participants in our name and for our account.

Your obligations towards us also apply towards the organiser.

2 Subject matter of the contract

2.1

The specific conditions of the lecture will be agreed between us individually. In all other respects, these General Terms and Conditions apply.

2.2

We may change individual elements of the event and the framework of your contribution (e.g. start time, duration, end, etc.), if this is reasonable for you and does not change essential parts of your contribution.

2.3

You are free in the way you conduct the presentation. From a professional point of view, however, you must ensure that your own opinions, especially those with a scientific background, are labelled as such and that your own opinions that deviate from any prevailing opinion are labelled accordingly as minority opinions.

The content of your contribution should be orientated towards the requirements and needs of the participants and convey practical knowledge in the subject area mentioned.

2.4

Unless otherwise agreed, we to be able to greet you at the venue 1 hour before the start of your presentation.

2.5

Unless otherwise agreed, please submit presentation documents in the usual scope and format (e.g. Power Point, 16:9 or PDF) to us up to 8 working days before your contribution.

Please also bring the same documents with you on a USB stick on the day of the event. Just to be on the safe side, in case of technical failures.

2.6

We will you with the usual technology for the type of event in question. Special requests must be communicated to us 4 weeks before the event.

2.7

Please your travel to and from the event and any overnight stays yourself, irrespective of any agreed reimbursement of costs, and unless otherwise expressly agreed in writing.

2.8

You are obliged to disclose to us in writing any financial benefits or conflicts of interest that may influence your objectivity and the content of your contribution. We may request that this is also disclosed to the participants and listeners of the contribution .

2.9

Unless expressly agreed in writing, you may not include or authorise the inclusion of any content in your contribution:

- a. Elements or actions with weights, lasers, high volume, banging effects, weapons, weapon-like structures, dangerous objects or other content that may be hazardous to health;
- b. Advertising outside the usual and reasonable scope for yourself or advertising for third parties in general,
- c. especially advertising, if you have received money to place this advertising in your post.

3 Granting of rights, freedom of rights, collecting society, exemption obligation

3.1

You us, free of charge, the non-exclusive right to use your contribution as follows:

- a. We can offer the contribution in whole or in part to the participants as a handout, paper printout, digital file, for downloading, etc.
- b. We may the contribution in whole or in part (including screenshots) on our website(s) in order to advertise the event that is the subject of the contract, but also for other events.
- c. We may partially utilise the contribution in social media such as Facebook, YouTube, LinkedIn, etc. on our social media profiles in order to advertise the contractual event, but also for other events.
- d. Your contribution will be made available for download online on a platform for registered participants of the for an estimated period of 12-18 months.

- e. Your contribution will be passed on to various libraries in Germany if they enquire who would also like to make your contribution available online.

In particular, we are entitled to grant the aforementioned rights to the organiser. 3.2
You guarantee that you are the owner of **all** necessary rights to your contribution.

If you add music to your visual presentation, you will most likely need the synchronisation rights or film production rights of the author (composer). Please note that such rights cannot be licensed via GEMA, but only via the composer or their music publisher.

You guarantee that your contribution is **free of third-party rights** in relation to the transfer of rights to us agreed here.

German law is decisive for the assessment of legality. 3.3

If you hold the necessary rights for individual components of your contribution (e.g. photos in the text) only for your specific presentation (e.g. you invoke the legal right to quote within the presentation itself), you are obliged to **inform us** in advance in writing **of any restrictions**.

3.4

This agreement does not generate any rights that do not arise or have already arisen by law (e.g. under copyright law).

3.5

If you are a member of a **collecting society**, please inform us in writing in advance.

3.6

You are obliged to **indemnify us** and the organiser against any claims by third parties and costs arising from a claim by third parties, insofar as the claim is based on a breach by you of one of the provisions agreed here, agreements from an individual order, from a subsequent agreement, or against a statutory or other regulation or otherwise unlawful conduct. This indemnification obligation shall continue to apply within the framework of the statutory limitation period even after the end of the contract if the claim is only made after the end of the contract.

4 Image and sound recordings

4.1

We may use your name, the texts/content and photos sent to us for advertising purposes for the event and for reporting purposes as well as reference purposes after the event within the usual framework. This also applies to the organiser.

4.2

We may record you and your contribution during the event in photo and video recordings and use these recordings within the usual framework for reporting purposes after the event and for advertising purposes for subsequent events. Please also refer to our data protection information. This also applies to the organiser.

4.3

We may pass on your handout, your script or your presentation slides in whole or in part to participants of the event, stating your name as the author. This also applies to the organiser.

5 Fee, ticket

Your contribution is made without a fee or payment. However, this does not exempt you from purchasing a ticket to the event.

6 Prevention

If you are unable to attend due to illness or for any other reason, please **inform us** immediately.

If you are unable to attend, we ask you to endeavour to find an appropriate replacement or to support us in the search for a replacement.

7 Cancellation of the contract

7.1

We can cancel the contract without giving reasons up to 14 days before the agreed submission of documents (presentation slides, script, handout, etc.) or before your appearance at the event; the earlier date is decisive for the calculation of the 14 days.

We may also terminate the contract after the date specified in paragraph 1 without giving reasons if we do not organise the event, e.g. due to a lack of participant interest.

7.2

We may terminate this contract at any time if the organisation of the event or the specific contribution or topic of the lecture is no longer reasonable for us and/or the event for reasons that become known after conclusion of the contract with regard to the publicity effect. A reason is deemed unreasonable, for example, if your affiliation with Scientology,

sects or extremist or banned organisations, or if you are suspected of having a close relationship with them or if you are involved in a public discussion.

If you are responsible for this circumstance, all claims against us shall lapse; otherwise our rights shall remain unaffected. If you are not responsible for the circumstance, all mutual claims shall lapse.

7.3

Otherwise, ordinary cancellation is excluded.

7.4

You and we reserve the right to terminate the contract for good cause within the meaning of Section 626 BGB.

8 Force majeure and similar events

8.1

In the event of force majeure that leads to the cancellation or interruption of the contract or the subject matter of the contract or the event or individual contractual services, we may withdraw from the contract. This also applies if one of our service providers (e.g. the venue of the live event, the platform used for the digital live formats or the host of the content platform) is unable to provide its services to us due to force majeure. There are no claims for damages against us.

8.2

It is agreed that force majeure shall also be deemed to exist if your journey is unreasonable for economic or health reasons due to circumstances unforeseen at the time of conclusion of the contract (e.g. significantly longer travelling times due to strikes, storms, etc.). In this case, you can invoke force majeure in accordance with paragraph 1.

8.3

We can also cancel the in-person event for reasons of piety or offer you an alternative date. Reasons for piety are given if mourning flags have been ordered or are being or are imminent in the region of the event location, or if a serious accident or misfortune occurs within 24 hours before the start of the event. accident or misfortune occurs within 24 hours before the start of the event and is reported in the majority of the media in the region of the venue, or if the incident occurred more than 24 hours ago but is still being reported in the majority of the media due to special measures, or if comparable events are cancelled due to the same incident. In this case, we will refund any participation fees already paid, excluding any advance booking fees incurred; claims for damages are excluded.

9 Secrecy

We and you agree to treat the content of this contract as strictly confidential and not to disclose it to third parties or use for purposes other than the performance of this contract.

10 Final provisions

10.1

The place of fulfilment for the contribution is the venue of the event. The place of fulfilment for documents that you submit to us in accordance with the contract is our registered office.

10.2

The place of jurisdiction for all disputes arising from this contract is our place of business if you are a merchant or do not have a general place of jurisdiction in Germany. . In this case, we are also entitled to bring an action at your place of business.

10.3

German law applies.

10.4

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

10.5

You and we are obliged, if individual or several provisions are invalid/void/unenforceable for reasons other than the provisions relating to the law of the General Terms and Conditions in accordance with Sections 305 to 310 BGB or if a loophole arises that needs to be filled, to replace them with a valid provision or to fill the loophole that corresponds in its legal and economic content to the invalid/void/unenforceable provision and the purpose of the contract. § Section 139 BGB (partial invalidity) is expressly 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.