

## 1. Scope of validity

The following Terms and Conditions of Participation apply to all legal transactions between IPG Automotive GmbH, Bannwaldallee 60, 76185 Karlsruhe ("Organizer") and its contracting partner ("Participant") as well as for seminars, workshops, conferences and other events of the Organizer ("Event").

## 2. Conclusion of the contract/object of the contract

- (1) Offers made by the Organizer are generally non-binding and without obligation.
- (2) By submitting their statement of participation by post, fax, electronic mail, via the registration form on the Organizer's website or by verbal agreement, the Participant issues a binding offer to conclude the contract.
- (3) A contract with the Organizer is concluded if the Organizer accepts the offer within 14 days.
- (4) The Organizer may make changes to individual components of an Event if this is necessary and can be reasonably expected of the Participant, and if this does not result in changes to significant parts of the Event.

## 3. Participation fees

- (1) If a participation fee is charged for a specific Event, this fee shall be based on the price quotations or offers made by the Organizer.
- (2) If participation fees or other costs are charged, all payments shall be payable immediately after invoicing without deduction, and in any case before the start of the Event, provided no other payment period has been expressly agreed.
- (3) All services provided by the Organizer include the legally applicable VAT, currently 19 %.
- (4) If a Participant opts not to make use of individual services through no fault of the Organizer, the stated participation fees as well as any further agreed fees and costs shall nevertheless be due.

## 4. General Terms and Conditions of Participation

- (1) The Participant shall be in breach of contract and may be excluded from the Event if
  - a. the Participant engages in advertising of any type without the prior express written consent of the Organizer, or
  - b. uses or intends to use the Event for purposes outside the scope of the contract or the Event.
- (2) By registering, the Participant consents to being photographed and included in sound and video recordings. The Organizer may also disseminate and publish these photographs and recordings in print and online media for its own promotional purposes (including publication of the photographs and recordings on the homepage [www.ipg-automotive.com](http://www.ipg-automotive.com), the social media channels Xing, LinkedIn, YouTube, in the newsletter as well as in post-event reports and press releases). This consent is unlimited in terms of geographic area, content and time. The Organizer shall not forward the recordings to unauthorized third parties.
- (3) The Participant shall be responsible for timely travel to and from the Event and for ensuring compliance with any entry requirements as well as that any corresponding preparations are completed in a timely manner (e.g. acquisition of any necessary documents).

## 5. Copyrights

- (1) The documents and files provided to the Participant are subject to the German Copyright Act (Urheberrechtsgesetz), even if they have not reached the required threshold of originality in the individual case. The Participant may use the documents and files only for private purposes and within the scope of what is permitted by the German Copyright Act.

- 
- (2) The Participant may take photographs during the Event, provided that these photographs show only an insignificant part of the Event or the Participant takes the photographs for private purposes. However, the Participant itself shall be responsible for complying with the privacy rights of other Participants and third parties as well as other third-party rights (e.g. copyrights, ownership rights).

#### **6. Termination and withdrawal by the Organizer**

- (1) The Organizer may terminate the contract 14 days before the Event if the minimum number of Participants for the respective Event has not been reached or if, through no fault of the Organizer, the scheduled speaker withdraws due to sickness and no substitute speaker is available. In this case, the Participant shall only be entitled to reimbursement of the participation fees already paid; any other claims by the Participant shall be excluded. Wherever possible, the Organizer shall endeavor to offer an alternative date for which the Participant may rebook free of charge.
- (2) The Organizer may terminate the contract or refuse entry to the Event if the agreed participation fee or other external and third-party costs due have not been paid or have not been paid in full by the start of the Event at the latest. In this case, the Organizer shall retain its claim to payment of the participation fees and costs.

#### **7. Cancellation by the Participant**

- (1) The Participant may cancel the contract outside of legal rights (termination, withdrawal, contestation, revocation, etc.) at any time without stating reasons. Cancellation shall be made in writing. The time of receipt by the Organizer shall be decisive for cancellation. If the Event has a participation fee, the Organizer may demand a flat fee to compensate for expenses and lost profit in the case of cancellation without further provision of evidence:
- up to 28 days before the start of the Event: free.
  - up to 14 days before the Event: 50% of the participation fee.
  - Thereafter 100% of the participation fee.

If the Participant rebooks for another date and the Organizer accepts this rebooking, the above cancellation periods agreed at the conclusion of the contract that led to the first date shall remain decisive; i.e. rebooking shall not extend the cancellation periods or cause them to start again.

If the Participant proves that the Organizer incurred losses lower than the cancellation fee or incurred no loss at all, the Participant is only required to pay the lower amount or, if no loss was incurred, no cancellation fee at all.

The Organizer may also assert a claim for the costs actually incurred instead of the cancellation fee.

In order to avoid cancellation costs in the case of a cancellation, the Participant may provide a replacement Participant, as long as this replacement fulfils the admission criteria and the Event has not yet started.

- (2) If the Organizer is required to pay the Event venue it has leased a flat fee for hospitality/catering etc. (conference flat fee, catering flat fee), the Participant shall be required to reimburse this flat fee or the cancellation costs incurred at the venue in the case of cancellation by the Participant. This shall apply mutatis mutandis to other external costs incurred with third parties. This shall also apply if the Participant owes the conference flat fee or other external costs directly to the relevant service provider and the latter claims these costs from the Organizer; the Participant is obliged to indemnify the Organizer against such claims.

---

## 8. Data protection

- (1) The Organizer shall collect, process and use the Participant's personal data insofar as this is required for the establishment, execution or termination of the contract. Otherwise no third party shall have access to the Participant's personal data. The Organizer shall in particular not sell these data or exploit them in any other way. The Organizer shall only process the data and in particular transfer it to government organizations if required to do so by the authorities, statutory requirements or statutory duties of notification.
- (2) Otherwise the Organizer's data protection policy shall apply.

## 9. Liability of the Organizer

- (1) The Organizer shall bear unlimited liability for material damage and financial loss incurred by Participant, provided that this has been caused by gross negligence or deliberate intent on the part of the Organizer or its vicarious agents.
- (2) However, should material damage or financial loss incurred by the Participant be caused by minor negligence on the part of the Organizer or its vicarious agents, the Organizer shall only bear unrestricted liability for such damage or loss if it has violated an essential contractual duty, the fulfilment of which is required to make the performance of the contract at all possible and if the Participant has a right to expect compliance with this duty as a matter of course (cardinal duty). The amount of the Organizer's liability for minor negligence is limited to the loss or damage that was foreseeable when the contract was concluded and the occurrence of which is typically to be expected.
- (3) However, the Organizer shall bear full liability for any harm to life, body or health caused by the Organizer or its vicarious agents and suffered by the Participant, i.e. for any type of negligence or deliberate intent.

## 10. Place of performance and jurisdiction

- (1) The place of performance shall be the location of the Event.
- (2) If the speaker is a businessperson or does not have a general place of jurisdiction in the Federal Republic of Germany, Karlsruhe shall be the agreed place of jurisdiction. In this case, the Organizer is also entitled to file suit with the competent court for the Participant's principal place of business.

## 11. Invalidity of individual provisions

Should a provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.

## 12. Authoritative language

In cases of doubt or if more than one language version of a contract exists, the German version shall be authoritative.

Version of the General Terms and Conditions of Participation dated December 2017.