General Terms and Conditions of Events of Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V

1. Scope

(1) These General Terms and Conditions of Events apply to events that are held by Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 München, court of registration: Local Court of Munich, Register of Associations No. VR 446, and/or its institutes or research units (hereinafter "Fraunhofer"). They govern the rights and obligations in connection with participation in such an event by the other party to the contract ("Participant").

(2) Institutes and research units of Fraunhofer are legally dependent institutions of Fraunhofer. The events of an institute or research unit are therefore deemed to constitute Fraunhofer events. All of the rights and obligations governed by these General Terms and Conditions of Events therefore exist for and against Fraunhofer. Declarations made by a Fraunhofer institute or research unit are attributable to Fraunhofer. However, the point of contact for events of an institute is that institute itself ("Organizer").

(3) These General Terms and Conditions of Events do not apply to the mere making available of space, facilities, or other premises– whether in return for payment or free of charge – to third parties for a limited term (e.g. leasing out event space) so that the third parties can hold an event.

(4) These General Terms and Conditions of Events apply on an exclusive basis unless expressly provided otherwise hereinafter. Terms and conditions of Participant that conflict with, deviate from, or supplement these General Terms and Conditions of Events shall not become an element of the contract, even if Fraunhofer does not expressly object to them.

(5) In addition to these General Terms and Conditions of Events, the safety guidelines and the relevant house rules that apply at the event venue must be observed.

2. Subject of the contract

(1) The subject of these General Terms and Conditions of Events is participation in an event by Participant, the holding of the event, and the provision by Organizer of services, if any, to accompany the event.

(2) The content, schedule, and other information concerning an event are set out in the relevant event description (see Sec. 5).

3. Registration; conclusion of contract; on-site registration

(1) Registration for an event can take place via websites used for this purpose by Fraunhofer or Organizer or via registration forms that are provided.

(2) Unless otherwise specified in the individual case, Participant, by filling out and submitting the registration form provided, issues an offer to participate in the event. A contract regarding participation in the event comes into effect when this offer is accepted by Organizer. Acceptance takes place via confirmation of registration, which is transmitted by email or mail.

(3) In the case of online registration, Participant will receive an automated email confirmation that their registration has been received. This email does not yet constitute acceptance within the meaning of paragraph 2 above.

(4) Participants are required to bring the registration confirmation with them to the event and may be required to show it. There is no guarantee that Participant will be able to participate without showing the registration confirmation. Participants who wish to use a discount may be required to show proof of their status at the venue.

(5) A registration confirmation is binding in principle and entitles Participant to participate in the event in question. There is no claim to participation in certain parts of the program unless these have been expressly booked in advance. This applies in particular to parts of the program open only to a limited number of participants. Moreover, in the case of free participation in events open to a limited number of participants, Fraunhofer reserves the right to refuse access to the event on site – including for certain times only and/or for certain parts of the event – for safety reasons as required by the venue's maximum occupancy. Fraunhofer will provide advance notice of any such non-binding participation wherever possible.

(6) At some events, on-site registration is required in order to enter the event. Name badges and/or other visual/technical means of identification may be issued for access. This ensures that access to the event is limited to Participants and other authorized parties. Name badges and other means of identification must not be shared with third parties.

4. Contract information

You can access, store, and print out these General Terms and Conditions of Events. We store the text of the contract (contract information and terms and conditions of participation). For your contract information (event booked; Participant, participation fee, if any), please see your registration confirmation. Your contract information is not available online.

5. Event description

(1) The content, schedule, and other information concerning an event are set out in the relevant event description provided by Organizer.

(2) The right to make changes in the program schedule and/or content for good reason is reserved. Organizer will make every effort to communicate any changes in advance by email or on the relevant official event or institute website.

(3) If a supporting program is offered for Participants in addition to the actual event program, this supporting program is provided by a third party unless otherwise agreed. In this case, the legal relationship exists between Participant and the third party as far as the supporting program is concerned. Fraunhofer is not a party to that contract.

6. Participation fee; due date, price reduction

(1) In the case of events for which a fee is charged, Participant is obligated to pay the agreed participation fee. The amount of the participation fee is stated in the event description.

(2) The participation fee must be paid in advance in accordance with the payment options stated. The participation fee must be paid no later than within 14 days after receipt of the invoice, to the account stated in the invoice. The date when payment is received in Organizer's account is the date determining whether payment is remitted on time.

(3) The participation fee is deemed to fully settle and discharge all claims to payment for participation in the event program, including any meals or refreshments offered. Participants are responsible for their own travel and accommodation costs.

(4) Offsetting claims of Participant's own against claims of Fraunhofer is permissible only if the counterclaim is undisputed or has been established with final, binding legal force, is not disputed by Fraunhofer or is acknowledged by Fraunhofer, or if it is closely related to Fraunhofer's claim within the same reciprocal contractual relationship to which both Participant and Fraunhofer are party.

(5) Participant cannot exercise a right of retention unless Participant's counterclaim is based on the same contractual relationship.

(6) Changes for good cause in the program schedule or content do not constitute grounds for reducing the participation fee.

7. Right of withdrawal

If you are a consumer, you have a statutory right of withdrawal; information on this right is provided in this section. "Consumer" means every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession (Sec. 13 of the German Civil Code (BGB)).

Withdrawal Policy

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract

To exercise the right of withdrawal, you must inform us

Fraunhofer IKTS
Winterbergstr. 28, 01277 Dresden, Germany
Phone +49 351 2553-7073
captech@ikts.fraunhofer.de

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached sample withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount that is in proportion to what was provided until you notified us of your withdrawal from this contract, in comparison with the full coverage of the contract.

Sample withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To
Fraunhofer IKTS
Winterbergstr. 28, 01277 Dresden, Germany
Phone +49 351 2553-7073
captech@ikts.fraunhofer.de

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is submitted on paper)
- Date

(*)Delete as appropriate.

End of the withdrawal policy

8. Cancellation by Participant; designation of a representative

(1) No contractual right of rescission or cancellation on the part of Participant is agreed.

(2) If Participant is unable to attend the event for any reason, for which the Organizer is not responsible, the participation fee is due and payable nonetheless, and payments that have already been made will not be refunded. This applies even if Participant cancels their participation before the event starts.

(3) Notwithstanding the provisions of paragraph 2 above, Organizer may provide for full or partial refunds of the participation fee. Further information on this is set out in the relevant event description.

(4) If refunding of participation fees is provided for, but no specifics are set forth, the following rules apply:
   a. 100 percent refund for cancellations up to four months before the start of the event
   b. 75 percent refund for cancellations up to two months before the start of the event
   c. 50 percent refund for cancellations up to one month before the start of the event

d. No refund for cancellations less than one month before the start of the event.

(5) Notices of non-participation must be sent to Organizer in text form (e.g. letter, fax, email). The postmark date or, in the case of fax transmissions or emails, the date sent, is the date determining when the notice was transmitted.

(6) Unless otherwise agreed, refunds will be processed within two months after the end of the event and will be credited using the payment method used for the registration process. Participant is responsible for any bank transaction fees charged for a refund.

(7) If Participant is unable to attend the event, Participant is entitled to designate a substitute to attend in their place. The substitute must be designated to Organizer by name. To this end, the information required for registration must be transmitted to Organizer in text form.

9. Cancellation by Organizer; rescission by Organizer

(1) Organizer reserves the right to cancel or discontinue the event for good cause pursuant to the provisions below. Good cause is deemed to exist if upon consideration of all circumstances of the individual case and upon weighing the interests of both parties, Organizer cannot reasonably be expected to hold the event. In particular, good cause is deemed to exist if there is a credible risk of terrorist attacks, natural disasters, *force majeure* (e.g. acts of war, strike, epidemic, disruptions of operations), or in the event of the absence, illness, or death of a speaker or other persons who are essential to the content and implementation of the event program.

(2) If the event is cancelled pursuant to paragraph 1 above, the obligation to pay a participation fee ceases to apply. Participant may demand a refund for payments already made. If the event is aborted, only a prorated refund will be provided. Participant has no other claims due to the event being cancelled or aborted unless Organizer is responsible for the reason for the cancellation or premature termination.

(3) If the number of registrations for the event is so low that holding the event is not reasonable for Organizer in economic terms upon consideration of the event format and its planned overall parameters (e.g. event venue, meals and other refreshments, number of speakers), Organizer is entitled to declare its withdrawal from the event and cancel it. If the Training Courses are canceled, the obligation to pay a participation fee shall lapse. The Contractual Partner may demand reimbursement for payments already made. Claims for travel and accommodation costs and loss of working hours are excluded.

10. Right to make and enforce house rules; no smoking

(1) The house rules of the specific event venue apply. Participant shall follow instructions issued in the exercise of the right to make and enforce house rules.

(2) In principle, smoking is prohibited at the event venue. This does not apply to specially designated outdoor areas or indoor spaces.

11. Coat check

(1) If offered, Participant shall use the designated coat check areas to check personal items.

(2) No liability is assumed for personal items and the contents of bags or pockets in items left on unsupervised coat stands or racks outside the coat check areas.

12. Telecommunication connections; Internet access

(1) Organizer is not obligated to provide Internet connections (Wi-Fi, LAN) as part of an event.

(2) If Internet connections are offered at the event venue as an exception, the terms and conditions governing Internet access at the venue apply.

13. Advertising and sales activities

(1) Participants are not permitted to engage in any kind of advertising or to offer or sell goods or services at the event venue or the associated grounds except with Organizer's prior written consent.

(2) Participants themselves are responsible for the information they provide regarding the event (e.g. on the Internet) and are not deemed to be acting on Organizer's behalf in this regard.

14. Sponsoring

(1) Notwithstanding the provisions of Sec. 13 (1) above, Participants who are involved in the event through financial support or support in kind (sponsors) are entitled to designate themselves as event sponsors. Details are set forth in an agreement between Organizer and the sponsor, which must be concluded separately.

(2) Participants, and especially sponsors, are not permitted to designate themselves as sponsors, supporters, or the like of Fraunhofer or any of its institutes.

(3) Organizer and sponsors are obligated to show consideration for each other's legitimate interests. This continues to apply after the end of an event.

15. Photos, video/audio recordings

(1) Organizer will take photos and make video/audio recordings (e.g. photos or videos) during the event, including the supporting program, and use these for purposes of documentation, for reporting during and after the event, for post-event promotion, and for announcing future events. Organizer is entitled to provide the photos and recordings to third parties (also including the press, for example) for the stated purposes and to publish them on media platforms (e.g. Facebook, Instagram and Organizer's own website).

(2) Organizer shall take care to ensure that the personal rights of a Participant are not violated when photos, video/audio recordings are used.

(3) Participant is not permitted to take photos or make video/audio recordings and use them except for personal purposes. Participant is not permitted to make any commercial use of the image and/ or video/audio material except with Organizer's prior written consent.

16. Event materials; copyright and rights of use

(1) Organizer is entitled to hand out contributions that have been submitted as part of the event to Participants, make them publicly accessible on the event website, and publish and disseminate them in the conference proceedings of the event.

(2) Event documents handed out to Participants are protected by copyright. Reproduction, dissemination, and/or publication of these documents is not permitted. Reproduction of the documents without Fraunhofer's express consent is permitted exclusively for personal purposes within the meaning of Sec. 53 of the German Copyright Act (UrhG).

17. Liability

(1) Organizer assumes no liability for ensuring that the information and content provided by third parties in the event documents are up-to-date, accurate, and complete. In particular, Organizer assumes no liability for damages and/or losses arising from the use or sharing of what is learned and/or communicated as part of the event.

(2) Organizer is liable for intent and gross negligence. Organizer is liable for ordinary negligence pursuant to the German Product Liability Act (ProdHaftG) and is also liable for injury to life, body or health of persons.

(3) In the case of ordinary negligence, Organizer's liability is limited to cases of breach of obligations essential to the contract (cardinal obligations), that is, those obligations that make the proper performance of the contract possible and on the fulfillment of which the other party to the contract may regularly rely. In this case, the scope of liability is limited to the foreseeable damage or loss that typically occurs. There is no liability for indirect damage or loss, consequential damage or loss due to defects or lost profit. This limitation of liability also applies in the event of fault on the part of Organizer's legal representative or vicarious agent.

18. Data protection

Organizer processes personal data collected in connection with registration for and participation in the event in compliance with the applicable provisions of the law on data protection. For further information, particularly on the purposes and scope of processing and on the rights of data subjects, please see Organizer's data protection information, which is referenced each time a Participant registers for the event.

19. Final provisions

(1) Should one or several provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby.

(2) Amendments to these Terms and Conditions must be in written form. This shall also apply to the amendment of the provision on the written form.

(3) All claims arising out of or in connection with these General Terms and Conditions of Events shall be subject to German law.

(4) If Participant is a merchant (*Kaufmann*), a legal entity under public law, or a special asset fund under public law, the place of jurisdiction for all disputes arising out of or in connection with these General Terms and Conditions of Events is Munich.