

**General Terms and Conditions of Business**  
**for events**  
**the Süddeutscher Verlag Veranstaltungen GmbH**  
(Version: September 2020)

**1. Scope**

- (1) These General Terms and Conditions ("GTC") apply to all contracts and offers of contract between Süddeutscher Verlag Veranstaltungen GmbH ("SVV") and the respective third party ("Participant") in connection with all events organised by the SVV and, if applicable, the co-organisers expressly named in the event (in particular in connection with their attendance, preparation and implementation, the provision and receipt of services preparing or accompanying the event or other business relationships, but not, however, exhibition and sponsoring, cf. Item 6), regardless of whether these take place physically (e.g. trade fairs and congresses; "face-to-face events") or digitally or virtually (e.g. webinars; "digital events") or as a hybrid form (e.g. live stream of an event taking place physically; "hybrid events").
- (2) These General Terms and Conditions apply exclusively. Any deviating conditions of the Participant shall only become part of the contract if and insofar as SVV has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, including, for example, the acceptance without objection of the Participant's general terms and conditions.
- (3) Separate agreements made with the Participant in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC in any case. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation by SVV.
- (4) Legally relevant declarations and notifications of the Participant with regard to the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- (5) References to the validity of legal regulations are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.
- (6) The Participant shall be regarded as a consumer if the purpose of the services cannot be attributed predominantly to his commercial or self-employed professional activity. On the other hand, any natural or legal

person or partnership with legal capacity shall be regarded as an entrepreneur who, upon concluding the contract, acts in the exercise of his commercial or self-employed professional activity.

**2. Organiser/co-organiser**

Süddeutscher Verlag Veranstaltungen GmbH  
Hultschiner Strasse 8  
81677 Munich  
Phone: +49 (0) 89 2183 - 8312  
Fax: +49 (0) 89 2183 - 9240  
info@sv-veranstaltungen.de  
www.sv-veranstaltungen.de

**3. Conclusion of contract**

- (1) All contracts of the Participant with SVV must be in writing with the signature of both contracting parties to be valid. If additions or amendments to the contract are agreed upon in the course of the implementation of the contract, the written form requirement shall be deemed to have been met if the respective declaration is transmitted in electronic form, by fax or e-mail and confirmed by the other party respectively.
- (2) Notwithstanding paragraph 1 above, a contractual relationship may also come into being in accordance with the provisions of this paragraph 2 with a registration by the Participant accepted by SVV via a digital registration form available on the event website. SVV has thereby commissioned the service provider doo GmbH (doo) to broker the registration and registration options for the respective event, which were created via the platform, to process payment transactions with the participants via a licensed payment service provider, if applicable, and to send registration confirmations to the participants. Insofar as the event is subject to a fee, doo shall send the invoice in a PDF format with the confirmation of registration exclusively to the e-mail account specified by the Participant. The invoice must be paid in accordance with the due date stated therein, in any case, before the event begins. doo is not the organiser of the events offered via the event website, and accordingly shall not be responsible for them and in particular shall not be liable for any cancellation of an event or non-performance of the contract on the part of the SVV and, if applicable, the co-organisers expressly named in the event. By purchasing a ticket or registering for an event via the event website, a contract regarding the right to attend the event is created exclusively between the respective Participant and the event organiser named in the event offer. Sending the completed

registration form constitutes an offer by the Participant to conclude a contract. SVV shall check whether it wishes to accept this offer. SVV is not obliged to accept it. A contract is concluded when SVV accepts this offer and confirms this to the Participant in text form (including e-mail).

#### **4. Terms of payment**

The amounts charged by SVV are payable without any deductions on the dates indicated on the invoices, quoting the invoice number.

#### **5. Photo and film recordings**

We would like to point out that photographs and film recordings (hereinafter referred to as recordings) will be made during the event. We will use these for the purpose of documenting this event and promoting other events. For this purpose, the recordings will be published subsequently on our website and in the printed programmes of other events. For the above purposes, we also publish the recordings on social networks such as LinkedIn, Xing and Twitter. In case we organise this or a further event together with an event partner, we may pass on the recordings to this event partner. Beyond that, however, we do not pass on the recordings to third parties. This is permitted by Art. 6 Para. 1 S. 1 lit. (f) GDPR, because we have a legitimate interest in publishing and documenting our events as well as promoting future events with the recordings of past events. Since you are attending a public event here, we assume that, in your opinion, there are no general reasons that speak against the production of recordings and processing of these recordings for the purposes described above. Should this be the case, nevertheless, please contact the info counter on site immediately and inform us of your objection. In this case, please make sure – as far as possible – that you are not photographed yourself or contact the photographer directly.

#### **6. Exhibition/sponsoring**

The terms and conditions of the trade exhibition/sponsoring accompanying the event are regulated in the respective event-specific terms and conditions.

#### **7. Special arrangements for face-to-face events**

- (1) The venue is indicated in the respective event programme or on the event website.
- (2) Travel and accommodation must be organised/booked by the Participant at his own expense.
- (3) The Participant must present a valid ticket or other intended admission authorisation at the admission

control without being asked. As the access authorisation is person-related, the Participant may also be asked to provide a valid official identification document. If the Participant is granted admission, he will receive a non-transferable badge (e.g. an event badge or wristband), which he must carry with him during the entire respective event, in particular to be re-admitted after leaving the event rooms.

- (4) SVV reserves the right to refuse admission to participants who violate the house rules or who appear aggressive or abusive or are under the influence of intoxicating substances. Weapons or dangerous objects may not be brought into the event rooms. SVV exercises the householder's rights at the events. Their instructions must be followed. The respective house rules of the event location must be observed during the stay at the event rooms. In the event of breaches of the house rules or unauthorised ambush-/guerrilla marketing measures, the Participant may be excluded from further participation in the event and asked to leave the event rooms. Further claims of SVV against the Participant remain unaffected.

#### **8. Special rules for digital events**

- (1) Participation in digital events requires the use of the digital offer of the SVV.
- (2) The Participant assures that all data provided by him during registration for the digital offer is true and complete. The right to use the internet offer is only valid for the Participant personally and is not transferable. The access data must be stored securely by the Participant and may not be passed on to third parties. The Participant is responsible for keeping his access data confidential and is liable for any damage for which he is responsible in the event of misuse. The SVV reserves the right to temporarily or permanently block access to the digital offer in the event of any violations of these GTC (in particular due to false information provided during or after registration and/or unauthorised disclosure or disclosure of the access data) or hacking (in particular of the password) and/or to permanently withdraw the Participant's access with immediate effect or at its own discretion and/or to terminate the contract for use of the digital offer extraordinarily and without notice.
- (3) SVV is free to design the content and is entitled at any time to change, restrict, expand or completely discontinue the digital offer. SVV is free in the provision of its services to provide these also through third parties of its own choice.
- (4) The digital offer is based partly on content from co-organisers, cooperation partners, sponsors and exhibitors of SVV, among others SVV may use external speakers and presenters for recordings and live broadcasts. SVV shall accept no liability – either explicitly or implicitly – for the accuracy, completeness,

reliability and topicality of the content of the Internet offer, nor for the usefulness of the content of the Internet offer for the Participant.

- (5) The digital offer is not directed at persons in countries that prohibit the provision or retrieval of the content posted there. Each participant is responsible for informing himself about any restrictions before accessing these websites and for complying with them.
- (6) The Participant acknowledges that a 100% availability of the digital offer cannot be realised technically. However, SVV will endeavour to keep the digital offer available as constantly as possible. In particular, maintenance, security or capacity requirements, as well as events that are beyond SVV's control, may lead to short-term disruptions or the temporary suspension of the Internet service. The internet offer is implemented using standard market software. The software requirements specified on registration are binding. SVV has no influence on the availability and error-free technical requirements of this software.

#### **9. Special arrangements for hybrid events**

For hybrid events, the special regulations for face-to-face events (Item 7) and for digital events (Item 8) apply accordingly.

#### **10. Speakers; copyright**

- (1) Speakers may be replaced by others with comparable topic-related qualifications due to special unforeseeable reasons. There is no legal claim to a specific speaker. There is no entitlement to cancellation or reimbursement of costs in the aforementioned cases.
- (2) Presentations at the event are generally held in German or English. Presentations in other languages shall be translated into English and/or German. The corresponding event documentation follows this rule. There is no entitlement to interpretation/translation.
- (3) The event-related content, in particular lectures and documentation, is protected by copyright. The use of the contents is permitted exclusively for the Participant's own purposes. Passing on the contents of the internet offer to third parties is prohibited, regardless of the purpose and type of passing on.
- (4) Any use or exploitation of the copyright-protected contents beyond the respective contractual purpose, in particular by duplication, distribution, exhibition, reproduction in non-physical form (right of public reproduction, i.e. lecture, performance and presentation, making publicly available, broadcasting, reproduction by means of image or sound storage medium, reproduction of radio broadcasts and of making available such content publicly) as well as recording, digitalisation, storage – in whatever form and on whatever storage medium and in whatever technical configuration – is not permitted.

- (5) SVV accepts no responsibility or liability for any inaccuracies in the content of the presentations and documentation.

#### **11. Cancellation; force majeure**

- (1) In accordance with § 312 g para. 2 no. 9 BGB (German Civil Code) and with the exception of § 312 g para. 1 BGB in conjunction with § 355 BGB, there is no right of revocation for consumers in respect of events organised by the SVV, as the events organised by the SVV are deemed contracts for the provision of services in connection with leisure activities and these contracts provide for a specific date or period for their provision.
- (2) For any cancellations received by us 14 days or less before the event or for non-participation, the full participation fee shall be charged. Cancellations before this date shall be charged for applying an administration fee. However, a substitute Participant may be named. Specific information on the respective cancellation conditions will be published in the programme booklet and on the respective website for each event. The Participant is at liberty to prove that no damage or a significantly lesser damage has been incurred or that the cost is lower than the flat-rate compensation demanded.
- (3) Cancellations must be made in writing.
- (4) SVV reserves the right to relocate the entire event or individual parts thereof in terms of space, location and/or time, to change the duration, content and format (e.g. from face-to-face to digital, etc.) or to cancel it at short notice. Subject to paragraph 6, this shall not entitle the Participant to withdraw from the contract. In such cases, SVV must inform the Participant immediately.
- (5) In the event of a complete cancellation of the event by SVV, which is not due to force majeure, the participation fees already paid shall be refunded. Any further claims by the Participant shall be excluded, unless these are based on deliberate or grossly negligent behaviour on the part of SVV employees or other agents of SVV.
- (6) If the event is postponed, the tickets shall remain valid for the new date in any case. If the new date is not suitable for the Participant, participation may be transferred to colleagues free of charge.
- (7) Force majeure such as war, civil war, terrorism, riots, civil unrest, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances for which SVV is not responsible, such as labour disputes, strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials that prevent SVV from fulfilling its contractual obligations, shall extend or postpone agreed delivery periods or delivery dates in each case by the duration of the hindrance plus a reasonable start-up period. This shall also apply if these events

occur at a time when SVV is in default. Notwithstanding the above, SVV reserves the right to terminate the contract free of charge and to demand the return of any services already provided, instead of making any adjustments.

- (8) In the light of experience of the effects of the Corona virus (SARS-CoV-2/Covid-19; "Corona") and the resulting far-reaching governmental and other measures to restrict the national economy and public life, the provisions on force majeure pursuant to the above paragraph (7) shall apply accordingly, regardless of the case of force majeure, if (a) a force majeure event continues, the parties enter into a contract during which they expect the event to end or substantial improvement to occur, but the event continues contrary to the expectation or no substantial improvement occurs; or (b) a force majeure event has ended prior to the conclusion of the contract but recurs after its conclusion (e.g. if a pandemic or epidemic recurs).

#### **12. Liability of SVV**

Otherwise, SVV shall only be liable (i) for any damage caused by SVV through intent or gross negligence, (ii) for the culpable breach of material contractual obligations by SVV, i.e. those obligations whose fulfilment is essential to the proper performance of the contract and on whose compliance the user relies and may rely on (cardinal obligations), (iii) for damage caused by SVV as a result of fraudulent misrepresentation, (iv) for damage arising from culpable injury to life, limb or health resulting from a negligent breach of obligations by SVV. Any further liability of SVV is excluded.

#### **13. Liability of the Participant**

- (1) The Participant shall be liable for any damages caused by him, his vicarious agents, his guests or other third parties within the meaning of § 278 and § 831 BGB (German Civil Code) in connection with the event in accordance with the statutory provisions. The application of § 831 paragraph 1 sentence 2 BGB is excluded.
- (2) The Participant shall indemnify SVV from all claims of third parties that are asserted in connection with the event, insofar as these are the responsibility of the Participant, his vicarious agents and his guests. This obligation of indemnification also extends to any official fines and administrative offences (e.g. for disturbing the peace, blocking escape routes, disregarding smoking bans) that may be imposed on the SVV of the place of assembly in connection with the event.

#### **14. Subcontractor**

- (1) The Participant shall fulfil his contractual obligations himself. The Participant may only engage the services of subcontractors, sub-exhibitors or other third

parties ("subcontractors") with the prior written consent of SVV.

- (2) If and insofar as SVV has agreed to the involvement of a subcontractor by the Participant, the Participant shall impose on the subcontractor all the obligations incumbent on the Participant vis-à-vis SVV, insofar as this is necessary for the contractual fulfilment of the Participant's contractual obligations. The Participant shall ensure that subcontractors comply with all applicable statutory provisions, in particular labour and social security regulations. In any case, the Participant shall remain responsible and liable for the actions and omissions of the subcontractor as for his own actions and omissions.

#### **15. Data protection**

The SVV and, if applicable, the co-organiser expressly named in the event are entitled to inform the participants about similar events and offers by electronic mail. For this purpose, SVV uses the e-mail address provided when the contract was concluded in accordance with Art. 6 para. 1 sentence 1 lit. b) GDPR in conjunction with § 7 para. 3 UWG (Act for the Protection against Unfair Competition). Participants may object to the future use of their data for advertising purposes and the establishment of advertising contacts at any time by sending an e-mail to [datenschutz@sv-veranstaltungen.de](mailto:datenschutz@sv-veranstaltungen.de) or by post to Süddeutscher Verlag Veranstaltungen GmbH, Justus-von-Liebig-Str. 1, 86899 Landsberg am Lech, Germany, without incurring any costs other than the transmission costs according to the basic rates. SVV uses service providers who support them and thereby obtain the aforementioned data. These are, for example, marketing companies, online service providers from the marketing sector. Personal data is not processed outside the EU. Personal data will be deleted after two years at the latest if the participant's e-mail address has not been used by then. Further information on data protection can be found at [www.sv-veranstaltungen.de/datenschutz](http://www.sv-veranstaltungen.de/datenschutz).

#### **16. Publication of the list of participants**

In order to enable participants to "network" and communicate with other participants within the framework of the event, the data provided (first name, surname, title and company) will be published on the list of participants of the event for which they have registered. The list of participants is not publicly accessible, it is only available to other participants of the event in printed form, or digitally within the SV Veranstaltungen App or within the digital event. For the purpose described above, the SVV has a legitimate interest in the processing of this data (Art. 6 para. 1 sentence 1 letter f) GDPR). Participants have the right to object to this processing by sending a letter to Süddeutscher Verlag Veranstaltungen GmbH, Justus-von-Liebig-Str. 1, 86899 Landsberg am Lech or by sending an e-mail

to [info@sv-veranstaltungen.de](mailto:info@sv-veranstaltungen.de). Further information on data protection can be found at [www.sv-veranstaltungen.de/datenschutz](http://www.sv-veranstaltungen.de/datenschutz).

#### **17. Final provisions**

- (1) These General Terms and Conditions and the entire legal relations between the parties are subject to the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) To the extent permitted by law, Munich is agreed as the place of performance and exclusive – also international – place of jurisdiction.
- (3) Any agreements that deviate from these GTC must be made in writing. This also applies to changes to this written form requirement.
- (4) Should any part of these terms and conditions be void or contestable, the validity of the remaining provisions shall not be affected. In place of the legally invalid part, it shall then be deemed agreed that which comes closest to the invalid part and/or which the parties would have agreed if they had known of the invalidity. The same shall also apply accordingly in the event that the provision should contain a gap.