

## **eco Service GmbH – Event Participation Terms and Conditions**

### **1. Scope**

1.1. These terms and conditions shall apply to all contracts pertaining to the participation of business partners (hereinafter „*participant*“) to eco Service GmbH events – (hereinafter „*eco*“).

1.2. These terms and conditions shall implicitly apply to all future contracts described in 1.1.

1.3. Differing terms and conditions of the *participant* do not apply. They do not apply even if eco does not explicitly reject them.

1.4. eco reserves the right to change the terms and conditions at any time. The *participant* shall be informed of these changes in writing. The changes are considered as approved if the *participant* does not object in writing within one month upon the receipt of the letter informing of the changes. eco shall specifically make mention of this in the letter informing of the changes.

### **2. Conclusion of the Contract/ Information on Distance Selling**

2.1 The registration begins with the click on the registration button on the respective eco event website containing the event information. The event information noted on this website as well as brochures, invitations or newsletters does not represent a binding offer from eco. It represents a request from eco to the participant to make a binding offer to eco with the registration. With a click on the registration button, the participant is routed to an order form which is run by the company amiando AG (Blumenstraße 28, 80331 Munich) for eco and paid by eco. The participant makes his offer to the conclusion of a participation contract by clicking on the button „buy tickets“ on the order form. A participant makes an effective offer only if all of the required

fields on the order form marked by a \* symbol order were filled out and if these participation terms and conditions as well as the business terms and conditions and the privacy policy of the company amiando AG were accepted.

2.2 Due to the fact that participation is limited for eco events, registrations are considered in chronological order of receipt. As long as the number of tickets requested by the participant are available for the event selected by the participant, the company amiando AG sends a confirmation email to the participant as soon as his/her order has been received. The contract becomes effective with the receipt of this confirmation email by the participant. Thereafter, an e-ticket is sent to the email address provided by the participant.

2.3 In regards to further information on the sending of tickets, the distance selling law and especially the right to cancellation as well as electronic business contracts, the business terms and conditions of the company amiando AG apply in addition to this document.

### **3. Provision of Service**

3.1. eco owes the *participant* in possession of a valid e-ticket the opportunity to participate in the event. The event content, especially the topic, program sequence, date, time and place result from the respective event agenda on the eco event website.

3.2. eco reserves the right to make changes to the agenda, especially pertaining to the program and the speakers.

3.3. The *participant* owes eco payment of the participation fee.

### **4. Participation Fees, Payment Due Date, Changes to the Participation Fees**

4.1. The participation fees named in the event agenda and in the confirmation email encompass the delivery of event services as confirmed by eco. There are

no refunds for services only partially used. All participation fees include sales tax.

4.2. The participation fee is immediately due upon receipt of the confirmation email. In those cases when the payment of the participation fee is payable at the event location, the fee becomes due on the day of the event before the beginning of the event.

4.3. Participation is free for persons who have a promotional code. A promotional code can only be used once.

## 5. Cancellation by the *Participant*

5.1. The *participant* may at any time name in writing another person to participate in place of the registered *participant* who cannot attend the event. Regardless, the *participant* has the right to cancel his/her participation to the event in writing according to the following guidelines.

5.2. For cancellations up to two (2) work days before event begin, a cancellation fee of 5.00 EUR applies, unless the participant can prove that eco incurred little or no loss. For cancellations any later than that, payment in full as per invoice is due. The date the written cancellation notice sent by email, fax or letter is received by eco applies. Please send cancellation notes to:

by letter: eco Service GmbH, Lichtstraße 43i, 50825 Cologne

by fax: +49 (0) 221 7000 48 11

by email: events-storno@eco.de

5.3. The participant has the right to cancel with a full refund in the case that the event location or date is changed, however, not if the event location change is only a change of buildings within the same city. Further participant claims are excluded unless eco or eco's assistant acts with intent or gross negligence.

5.4. For cancellations that necessitate crediting debits or a credit card charge, cancellation fees of 10.00 EUR and 35 EUR apply, unless the participant can prove that eco incurred little or no loss.

5.5. Participation fees are refunded within fifteen (15) work days after the scheduled date of the event.

5.6. The aforementioned cancellation conditions do not pertain to the legal cancellation right of the participant.

## 6. Event Cancellation by *eco* / Change of location (building) / *Participant* Excluded from Participating

6.1. eco reserves the right to cancel events due to a small number of participants up to two days before event begins.

6.2. Moreover, eco reserves the right to cancel the event for compelling reasons – including sickness of the speaker – as well as cases of force majeure – including war, fire, bad weather, burglary and strike.

6.3. In case of an aforementioned cancellation, the participant will be offered by eco either an auxiliary date or a full refund of the already paid participation fees. Further participant claims are excluded unless eco or eco's assistant acts with intent or gross negligence.

6.4. eco reserves the right to move the location of events within the originally announced city without naming a reason. eco will in this regard notify the participant at the latest three (3) work days prior to event begin in writing. This does not apply to short term building changes due to circumstances not caused by eco as well as circumstances of force majeure.

6.5. eco reserves the right to exclude a participant who repeatedly disturbs the order of the event from further participation. In this case a refund is not paid unless eco or eco's assistant acts with intent or gross negligence.

## 7. Copy Rights

eco reserves all rights to event documents (regardless in which form), translations, copies and reprints, excerpts as well. The event documents may not be

reproduced, processed, copied, distributed or made public, even just excerpts, without prior written permission from eco.

## 8. General Liability Provisions /Statute of Limitations

8.1. As long as it is not mentioned otherwise hereafter, eco is only liable for damages if the loss was caused by eco or one of its representatives or one of its assistants with intent or gross negligence. As far as hereafter the liability is effectively excluded or limited, this also applies to the personal liability of employees, other employees, entities, representatives and assistants.

8.2. eco is liable for breaches of assumed responsibility. Eco only assumes responsibilities if they are defined in writing as such.

8.3. eco is liable without limitation for negligent, grossly negligent or intentional loss of life, damage to the body and health.

8.4. Should eco negligently not fulfill a cardinal duty or a duty crucial to the contract, it is liable to pay damages for, foreseeable and typical losses for this type of contract, the maximum limit being the contract value.

8.5. eco is not liable for performance impairment resulting from circumstances of force majeure, especially from legal internal strikes and natural catastrophes.

8.6. A liability for late remedies or removal of deficiencies is only given if the participant points them out in a timely manner and if the participant gives eco or its assistants the actual opportunity to remove the given deficiency.

8.7. Above and beyond delivering the event services owed, eco is not responsible for goals set by the participant when entering the contract especially goals set by the participant resulting from attending the event.

8.8. All claims against eco are subject to a statute of limitation and become invalid within one (1) year after the participant

became aware of the loss. Liability claims arising from loss caused by negligence are excluded. In these cases and when the participant is a consumer, the legal statute of limitations applies.

## 9. Privacy Protection

9.1. eco takes the protection of personal data of the participants very seriously and is subject to the regulations of the German Data Protection Act-Bundesdatenschutzgesetz (BDSG). eco collects processes and uses the personal data of the event participant (name, email-address, mailing address and phone number) as long as this information is necessary to create, to define the content of this contract or change this contract. By accepting these Terms and Conditions the Participant agrees to the registration of her or his name along with the appropriate corporate affiliation on the list of participants and the publishing of this list on the event website.

**9.2. For the purpose of realizing, optimizing and reworking the event, personal information pertaining to the participant is forwarded to the respective working team leader who is formally employed by a company that is not connected with eco under company law and under commercial law. Moreover, personal information pertaining to the participant is forwarded to the company amiendo AG (Blumenstraße 28, 80331 Munich) which is authorized and paid by eco to organize ordering and billing as well as to the sponsors of the event. Besides that, personal information is not forwarded to any other third party.**

9.3. **The participant has the right to demand that his/her personal information be deleted/blocked by eco at any time. This does not apply for information pertaining to billing and accounting. Further, the participant may at any time ask eco about how, how much, and why his/her personal information is stored/used, unless eco is bound by law or court order to do so.**

9.4. Question about privacy protection can be sent by the participant to the email [datenschutz@eco.de](mailto:datenschutz@eco.de) , or written to eco Service GmbH, Lichtstraße 43i, 50825 Cologne.

## 10. Written Form, Contract Language, Partial Nullity

10.1. Possible subsidiary agreements to this contract may not be made. Any amendments or additions to this contract require written form to be effective. Abandoning or changing the written form also requires the written form. The validity of oral agreements is specifically excluded.

10.2. Authoritative and decisive is the contract text in the German language alone. If correspondence is conducted in a foreign language, or if documentation or information is translated into another language, when in doubt, the German language shall apply exclusively.

10.3. Should one or more conditions within these terms and conditions or a condition within the framework of other agreements be void or become void, it shall not affect the validity of all other conditions or agreements. The parties to the contract in this case pledge to partly or entirely replace the void or unexecutable condition with a valid and executable

condition which partly or entirely comes closest to the set economic goal of the partly or entirely void or unexecutable condition. The same applies in case of gaps.

## 11. Applicable Law, Place of Jurisdiction

11.1. This contract is in regard to its creation and all of its effects subject exclusively to the laws of the Federal Republic of Germany. CISG is excluded.

11.2. If the participant is a businessman and if he/she enters into this contract within the framework of his/her business or employment activity, he/she is a legal person governed by public law or a public entity with special funds, the place of jurisdiction for any disputes arising from claims of either one of the parties to this contract shall be exclusively Cologne. eco reserves the right to take legal action against the participant at his/her place of general jurisdiction.

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