

## **conditions of participation**

### **§ 1 Scope of application**

(1) The following participation conditions apply to all legal transactions of boeld communication GmbH, Reitmorstraße 25, 80538 Munich, Germany ("Organizer") with its contractual partner ("Participant") and to seminars, workshops, conferences, fairs, conferences and other events of the Organizer ("Event").

(2) Deviating general terms and conditions of the participant shall only apply if the organizer has expressly agreed to them in writing.

### **§ 2 Conclusion of the Contract / Object of the Contract**

(1) Offers of the organizer are generally non-binding and subject to confirmation.

(2) By submitting this declaration of participation by post, fax, electronic mail, via the registration form on the Organizer's website or by verbal agreement, the participant submits a binding offer for the conclusion of the contract.

(3) A contract with the organizer is concluded if the organizer accepts the offer within 14 days.

(4) The buyer, who is not the sole participant himself (i.e. who does not acquire or order the right to participate exclusively for himself), is responsible for ensuring that the participant who receives the right to participate from him receives knowledge of these GTC and accepts them.

(5) The organizer may change individual components of an event if this would not change necessary and thus non-essential parts of the event. The participant, or the buyer if he is not himself a participant, has no claim to a reduction or reimbursement of the admission price if the change is not substantial and reasonable under the circumstances of the individual case.

(6) The organizer is responsible for providing a proper selection of speakers, but is not responsible for their content and claims.

(7) The Organizer may replace individual speakers and spokespersons with other speakers of equal value or with speakers and spokespersons with equivalent topics, provided this is reasonable for the participant and the purpose of the event and its contents are not significantly changed.

(8) If different lectures etc. are offered simultaneously in different rooms within an event, it may happen that not every participant can attend every desired lecture etc. at any time due to the space available.

(9) The organizer is entitled to send the participant information about the event via the means of communication specified by him.

(10) The organizer has the householder's rights.

### **§ 3 Participant fees**

- (1) Insofar as a participation fee is charged for the respective event, it shall result from the prices quoted or the offers made by the Organizer.
- (2) All invoices shall be in Euro. If payment is made in foreign currencies or means of payment, exchange rate differences and bank charges shall be borne by the contractual partner.
- (3) All payments, insofar as participation fees or other costs charged, are due and payable immediately after invoicing without any deduction, but in any case before the start of the event, unless a different payment term has been expressly agreed.
- (4) All services of the organizer include the legally valid value-added tax of currently 19%, unless otherwise stated.
- (5) If individual services are not used by a participant through no fault of the Organizer, the agreed participation fees and any additional agreed fees and costs (e.g. conference lump sums) shall nevertheless become due.

### **§ 4 Eligibility to participate, resale, return/exchange**

- (1) The participation entitlements will be sent to the address indicated by the buyer, in accordance with the postal or mail dispatch method has been selected.
- (2) If the price of participation is reduced, the reason for the reduction must exist at the time of the event visit and be proven by the participant at the request of the organizer.
- (3) The purchase of participation rights for the purpose of commercial resale is prohibited without the prior written consent of the Organizer.
- (4) A return or an exchange of the participation rights is not possible.

### **§ 5 Right of revocation: Exclusion of the right of revocation when purchasing participation rights**

If you are a consumer, you are entitled to a statutory right of revocation.

#### Right of Withdrawal

You have the right to revoke this contract within fourteen days without giving reasons. The revocation period is 14 days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us (boeld communication GmbH, Reitmorstraße 25, 80538 Munich, Germany, telephone +49 89/1890460, fax +49 89/18904616, e-mail [contact@bb-mc.com](mailto:contact@bb-mc.com)) by means of a clear declaration (e.g. a letter, fax or e-mail sent by post) of your decision to withdraw from this contract. You may use the form below to do so, but it is not mandatory.

In order to comply with the revocation period, it is sufficient for you to send the notification of exercising the right of revocation before the expiry of the revocation period.

Consequences of the revocation

If you revoke this contract, we shall repay to you all payments which we have received from you immediately and at the latest within fourteen days from the day on which we received notification of your revocation of this contract. We will use the same means of payment as you used in the original transaction for such refund, unless expressly agreed otherwise with you and in no event will you be charged for such refund.

If the service begins during the withdrawal period, you will be required to pay a reasonable amount after exercising your right of withdrawal. A reasonable amount is the proportion of the services already provided up to that point in time compared to the total amount of services provided under the Agreement. The decisive date is the date on which we receive notification of your revocation of this Agreement.

Sample withdrawal form

If you want to cancel the contract, please fill out this form and send it back to us.

To  
boeld communication GmbH  
Reitmorstraße 25  
80538 Munich, Germany  
Germany (German)

fax +49 89/18904616  
Mail [contact@bb-mc.com](mailto:contact@bb-mc.com)

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the provision of the following services:

- 
- ordered on (\*)
  - Name(s) of consumer(s)
  - Address of consumer(s)
  - Signature of consumer(s) (only for paper communication)
  - date

---

(\*) Delete as appropriate.

## § 6 General Conditions of Participation

(1) The participant himself is responsible for the timely arrival, return journey and compliance with any entry regulations and their timely preparation (e.g. procurement of any necessary documents).

(2) The requirement for registration as Non-Member:  
Surgeon or healthcare professional

(3) The participant is forbidden,

- a. to disturb the course of the event,
- b. to smoke in buildings outside the designated smoking areas,
- c. to commit, assist in committing or incite to commit criminal offences, disorderly acts or acts of general disapproval,
- d. to lubricate, damage or remove installations and equipment,
- e. to contaminate the event site,
- f. to advertise of any kind or to distribute flyers or other materials, unless the organizer has expressly permitted this in writing beforehand,

- g. to use or incite the political, religious or offensive expression of opinion by attending the event,
- h. to photograph, film or otherwise record the event in whole or in part or third parties, unless this has been expressly permitted by the organizer in advance in writing.

In case of violation, the organizer can expel the participant from the event. In this case, the participant is not entitled to a refund of the entrance fee. The right of the organizer to claim damages remains unaffected.

(4) By registering, the participant declares his agreement that pictures, sound and video recordings may be made of him. These may also be distributed and published by the organizer for its own advertising purposes, in print and online media (this includes the publication of the recordings on the congress website and [www.bb-mc.com](http://www.bb-mc.com), the social media channels Xing, LinkedIn, Youtube, Facebook, Instagram, the newsletter as well as follow-up reports and press releases). The consent is given spatially, contentwise and temporally unlimited. The organizer does not pass on the recordings to unauthorized third parties. For the rest, reference is made to the data protection information for the event.

## **§ 7 Copyrights**

(1) The documents and files handed over to the participant are subject to copyright law even if they have not reached the required level of creation in individual cases. The participant may use the documents and files only for private use and within the scope of the permissions of the Copyright Act.

(2) Taking photographs during the event by the participants is not permitted.

## **§ 8 Termination and Withdrawal of the Organizer**

(1) The organizer can cancel the contract 7 days prior to the event if the minimum number of participants specified for the respective event is not reached or if the intended speaker is absent due to illness through no fault of the organizer and a substitute speaker is not available. In this case, the participant is only entitled to a refund of the already paid participation fees, there are no other claims of the participant. As far as possible, the organizer tries to offer an alternative date to which the participant can rebook free of charge.

(2) The organizer can cancel the contract or refuse admission to the event if the agreed participation fee or other due third-party costs have not been paid or have not been paid in full at the latest before the start of the event. In this case, however, the organizer retains the right to payment of the participation fees and costs.

(3) The organizer may cancel the event due to force majeure or for reasons of reverence or offer the participant an alternative date. Reasons of piety are given if, at least in the region of the venue, a flag of mourning is ordered or is being issued or is imminent, or if a serious accident or misfortune occurs within 24 hours before the beginning of the event, which is reported on in the region of the venue in the overwhelming majority of media, or if the incident occurred more than 24 hours ago, but the reporting is still present in the overwhelming majority of media through special broadcasts, or if comparable events are cancelled due to the same incident. In this case, the organizer will reimburse the admission price without any advance booking fees; claims for damages are excluded.

## **§ 9 Cancellation by the participant**

(1) If the participant wishes to cancel the contract for a reason for which the organizer is not responsible (cancellation), this is only possible in consultation with the organizer; the organizer may not refuse the cancellation in good faith. In the event of an amicable cancellation of the contract, the Organizer may, in view of the fact that experience has shown that in the event of short-term cancellation it is no longer possible for the Organizer to allocate the free places elsewhere and that it may no longer be able to cancel its agents free of charge, assert costs and fees etc. in accordance with the following provisions, unless the contracting parties agree otherwise.

(2) The organizer can either claim the specifically agreed-upon costs minus saved expenses, or settle costs and lost profit with a lump sum. In this case, the following flat rates shall apply:

- a. up to 21 days before the start of the event: 50 % of the participation fee.
- b. up to 7 days before the event: 75 % of the participation fee.
- c. Thereafter 100 % of the participation fee.

If the participant proves that the organizer has suffered less damage than the cancellation fee or no damage at all, the participant must only pay the lesser amount or, if no damage has occurred, no cancellation fee.

(3) If the participant makes a rebooking to another date and the organizer accepts this rebooking, the contract conclusion that led to the first date that was rebooked remains decisive for the calculation of the aforementioned deadlines; i.e. the cancellation deadlines are not extended by a rebooking or start anew.

## **§ 10 Force majeure**

(1) In the event of force majeure leading to non-execution of the contract, termination or interruption of the event, the organizer may demand reimbursement or remuneration from the participant for the costs incurred and the services rendered up to that point, provided that the participant is an entrepreneur within the meaning of § 14 BGB (German Civil Code) and the organizer cannot reasonably use the services elsewhere or fails to do so in bad faith.

(2) If a service provider or service provider of the Organizer invokes force majeure and therefore does not perform the service owed in the subcontractor relationship, the Organizer shall also be released from its obligation to perform vis-à-vis the Participant, insofar as this is owed to the Participant itself and the Participant is an Entrepreneur within the meaning of § 14 BGB (German Civil Code).

## **§ 11 Data protection**

(1) Insofar as this is necessary for the establishment, execution or termination of this contract, the organizer will collect, process and use the personal data of the participant. In particular, the Organizer shall not sell or otherwise exploit such data. The Organizer will only process the data, in particular transmit the data to the state authorities, in response to official or statutory requirements and in the event of statutory notification obligations.

(2) For the rest, the data protection information of the organizer shall apply.

## **§ 12 Liability of the Organizer**

(1) Breaches of duty leading to material damage or financial loss:

In the case of only slightly negligent breaches of duty, the liability of the organizer shall be limited to the average damage foreseeable and typical for the type of contract.

The organizer shall not be liable for only slightly negligent violation of insignificant contractual obligations. "Insignificant" are those obligations whose fulfilment does not characterize the contract and on which the participant may not rely.

Indirect damage and consequential damage resulting from defects in the subject matter of the contract can only be compensated if such damage can typically be expected when the subject matter of the contract is used as intended.

The liability limitations of paragraph 1 do not apply in the case of grossly negligent or intentional breach of duty.

(2) Breaches of duty that lead to injury to life, body or health:

The organizer is liable for any kind of negligence and intent in the case of injury to life, body or health of the participant attributable to the Organizer.

(3) Legally mandatory liability:

The limitations of liability in paragraph 1 do not apply to the participant's claims arising from product liability and from mandatory legal liability.

(4) Extension of this clause to employees, organs, vicarious agents and others:

The limitations of liability in paragraph 1 shall apply to the same extent in favor of the organs, employees and other vicarious agents of the Organizer and its subcontractors.

## **§ 13 Place of performance, place of jurisdiction, invalidity of individual provisions**

(1) The place of performance is the location of the event.

(2) The place of jurisdiction shall be the place of business of the organizer if the participant is a merchant or has no general place of jurisdiction in the Federal Republic of Germany. In this case, however, the organizer is also entitled to sue at the participant's place of business.

(3) Should any provision of these GTC be invalid, this shall not affect the validity of the remaining provisions.

(4) The German version of these General Terms and Conditions shall always apply even if boeld communication provides a foreign-language version, insofar as this foreign-language version has not been agreed as binding.