

## **GENERAL CONDITIONS OF PARTICIPATION (Event: Rebuilding Ukraine)**

### **1. Registration, conclusion of contract**

Registrations are generally considered in the order in which they are received. However, there is no entitlement to the conclusion of a contract for participation. The contract is only concluded upon receipt of our confirmation of registration or our invoice.

Specific regulations for individual events are agreed separately in special conditions of participation, which take precedence and apply in addition.

### **2. Terms of payment**

The participation fee - if one is charged - will be invoiced after registration and is due for payment upon receipt of the invoice.

### **3. Cancellation and modification of events**

We may cancel the event for good cause (e.g. if the number of participants does not cover the costs or if a speaker is unavailable at short notice without a replacement being available). The participant will be informed immediately and his participation fee will be refunded; further claims against us are excluded.

We may - insofar as is reasonable for the participant - make other changes to the event (e.g. changes to the agenda, the timetable, the venue). We will announce these changes immediately on our website and, if known to us, inform the participants by e-mail.

### **4. Cancellation conditions**

Unless otherwise agreed (e.g. in the Special Conditions of Participation), the participant may cancel his/her participation up to 1 week before the event by sending an email to [technology-academy@messe.de](mailto:technology-academy@messe.de). A later cancellation is not possible.

Later cancellation is not possible. The participant reserves the right to prove to us that no damage or less damage than the cancellation fee has been incurred. The right of the participant to nominate a substitute participant at any time remains unaffected.

### **5. Exclusion of participants, house rules**

We may exclude participants from events in whole or in part if the participant disrupts the event and does not cease the disruption even after being threatened with exclusion.

We exercise domiciliary rights during the event, if necessary together with third parties, and are authorized to issue instructions in this respect.

## 6. Copyright

Lecture materials and other working documents are protected by copyright. Commercial sound and image recordings (in particular photos, films, videos) are prohibited.

If sound and image recordings are made by the organiser at the event, these may also include participants.

The participants agree that the recordings may be reproduced, distributed and made publicly accessible by us, provided that the use does not unreasonably prejudice the personal interests of the participant. personal interests of the participant in an unreasonable manner, whereby our interests must be given due consideration. The consent is valid for an unlimited time and place; the participant may only revoke the consent if it is unreasonable to adhere to the consent due to changed, unforeseeable circumstances, taking into account the interests of the participant and our interests.

## 7. Data processing

Your personal data provided during registration will be forwarded to the Fraunhofer IFF (Fraunhofer Institute for Factory Operation and Automation IFF, Sandtorstrasse 22, 39106 Magdeburg, Germany) and the Kharkiv IT Cluster (Hromadyans ka St, 11/13, Kharkiv, Kharkivs'ka oblast, Ukraine, 61000) for the purpose of event planning and implementation.

For Ukraine, there is currently no adequacy decision of the European Union on the level of data protection in the destination country. Deutsche Messe AG has therefore concluded standard contractual clauses with the Kharkiv IT Cluster.

Further information on data protection at Deutsche Messe AG can be found at <https://www.messe.de/en/deutsche-messe/privacy-policy>

## 8. Final provisions

Should one or more of these terms and conditions be or become invalid, this shall not affect the validity of the remaining terms and conditions.

If the participant is a merchant, our registered office is agreed as the place of jurisdiction, also in cases in which the participant has no domestic general place of jurisdiction, has moved his domicile or usual place of residence abroad after conclusion of the contract or neither the domicile nor the usual place of residence of the participant are known at the time the action is brought. We are also entitled to bring an action at the participant's place of business.

## 9. CANCELLATION POLICY

If the participant is a consumer, he/she has the following right of cancellation. He is a consumer if the contract cannot be attributed to his commercial or independent professional activity.

## 10. RIGHT OF CANCELLATION

You can cancel your contractual declaration in writing (e.g. letter, fax, e-mail) within 14 days without giving reasons. The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of our information obligations according to Art. 246 § 2

i.V.m. § 1 para. 1 and 2 EGBGB as well as our obligations pursuant to § 312g para. 1 sentence 1 BGB in conjunction with Art. 246 § 3 EGBGB. Timely dispatch of the cancellation is sufficient to comply with the cancellation period.

The cancellation is to be sent to:

Deutsche Messe AG

Messegelände

30521 Hannover

E-Mail: [technology-academy@messe.de](mailto:technology-academy@messe.de)

## CONSEQUENCES OF CANCELLATION

In the event of an effective cancellation, the services received by both parties must be returned and any benefits derived (e.g. interest) surrendered. If you are unable to return or surrender to us the goods or services received as well as benefits (e.g. advantages of use), or if you are unable to return or surrender them in part or only in a deteriorated condition, you must compensate us for the value. This may mean that you will nevertheless have to fulfil the contractual payment obligations for the period until the cancellation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of cancellation, for us with its receipt.

## Special notes

Your right of cancellation expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of cancellation.

## End of the cancellation policy

11. Online dispute resolution pursuant to Art. 14 para. 1 of Regulation (EU) No. 524/2013 and consumer dispute resolution pursuant to § 36 para. 1 VSBG (Consumer Dispute Resolution Act)

The European Commission provides a platform for online dispute resolution (OS), which you can find at <http://ec.europa.eu/odr>

Our email address is: [technology-academy@messe.de](mailto:technology-academy@messe.de)

We are currently not prepared to participate in the dispute resolution procedure before a consumer arbitration board.

**(Status 10/2024)**