

# General terms and conditions for events in the Industrial, Automotive and Events clusters of the Süddeutscher Verlag Media Group

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## 0. Preamble

The Industrial, Automotive and Events cluster of the Süddeutscher Verlag Media Group comprises the companies, Hüthig GmbH, Media-Manufaktur GmbH, Süddeutscher Verlag Veranstaltungen GmbH and verlag moderne industrie GmbH. The cluster pools expertise in cross-media platforms (print, digital and events) for its target markets in order to deliver the ideal information experience.

## 1. Event organizers

The Industrial, Automotive and Events cluster of the Süddeutscher Verlag Media Group consisting of the following companies:

- Hüthig GmbH, Heidelberg
- Media-Manufaktur GmbH, Pattensen
- Süddeutscher Verlag Veranstaltungen GmbH and
- verlag moderne industrie GmbH, both in Landsberg.

Company commissioned to stage this event („commissioned company“):

Hüthig GmbH  
Im Weiher 10  
69121 Heidelberg  
Tel.: +49 (0) 6221 489-300  
Fax: +49 (0) 6221 489-481  
info@huethig.de  
www.huethig.de

## 2. Scope

- (1) These General Terms and Conditions ("**GTC**") shall apply to all contracts and contractual offers between the commissioned company and the respective third party ("**Participant**") in connection with all events of the commissioned company and, if applicable, the co-organizers expressly named in each case in the event (in particular in connection with their attendance, preparation and implementation, the provision and receipt of event-preparatory or event-accompanying services or other business relationships, but not exhibitions or sponsorships, cf. section 6), irrespective of whether these are held as physical events (e.g. trade fairs and congresses; "**face-to-face events**") or as digital or virtual events (e.g. webinars; "**digital events**") or as a mixed form (for example, the live stream of a physical event; "**hybrid events**").
- (2) These GTC shall apply exclusively. Deviating terms and conditions of the participant shall only become part of the contract if and to the extent that the commissioned company has expressly agreed to their validity in written form. This consent requirement applies in any case, for example also in the case of the acceptance of the participant's general terms and conditions without objection.
- (3) Individual agreements made with the participant in individual cases (including ancillary agreements, supplements and amendments) always take precedence over

these GTC. Subject to proof to the contrary, a written contract or written confirmation by the commissioned company is authoritative for the content of such agreements.

- (4) Legally relevant declarations and notifications by the participant with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in written form, i.e. in written or text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the declarant, remain unaffected.
- (5) References to the applicability of statutory provisions shall only hold 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 is a consumer insofar as the purpose of the services cannot be attributed predominantly to his/her commercial or self-employed professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his/her commercial or independent professional activity.

## 3. Conclusion of contract

- (1) The contract between the commissioned company and the participant is concluded upon receipt of the order confirmation sent by e-mail. If additions or amendments to the contract are agreed in the course of the execution of the contract, the written form requirement is deemed to be complied with if the respective declaration is transmitted in electronic form, by fax or by way of e-mail and confirmed by the other party.
- (2) In deviation from the above paragraph 1, a contractual relationship may also come into force in accordance with this paragraph 2 with a registration by the participant accepted by the commissioned company via a digital registration screen positioned on the event website. In this context, the commissioned company has commissioned the service provider doo GmbH (doo) to arrange the registration and application options for the respective event created via the platform, to process the payment transactions with the participants by way of a licensed payment service provider, if applicable, and to send the registration confirmations to the participants. Insofar as the event is subject to a fee, doo shall send the registration confirmation and the commissioned company the invoice separately in each case exclusively to the e-mail specified by the participant in PDF format. The invoice must be paid in accordance with the due date specified therein, in any case before the start of the event. As doo is not the organizer of the events offered via the event website, the company is accordingly not responsible for them and is in particular not liable for the cancellation of an event or non-fulfillment of the contract on the part of the commissioned company and, if applicable, the co-organizers expressly

named in each case in the event. By purchasing or registering for an event via the event website, a contract regarding the right to attend the event is concluded exclusively between the respective participant and the organizer named in the event offer.

- (3) The submission of the completed registration screen constitutes an offer by the participant to conclude a contract. The commissioned company will check whether it wishes to accept this offer. The commissioned company is not obligated to accept. A contract is concluded when the commissioned company accepts this offer and confirms this to the participant in text form (including e-mail).

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

The amounts invoiced by the commissioned company are payable without deduction on the dates stated on the invoices, quoting the invoice number.

#### **5. Photo and film shooting**

During the event, photographs and film recordings (hereinafter referred to as recordings) will be made. The commissioned company will use these for the purpose of documenting the event and advertising other events. For this purpose, the recordings will subsequently be published on the organizers' websites and in the printed programs of further events. For the above purposes, organizers will also publish the recordings in social networks such as LinkedIn, Xing and Twitter. If events are held jointly with a co-organizer (see section 2), the commissioned company may pass on the recordings to this event partner. However, the commissioned company will not pass on the recordings to third parties beyond this. Since participants here are attending a public event, the organizer and the commissioned company assume that from the participant's point of view there are no general reasons against the production of recordings and processing of these recordings for the purposes described above. Should this nevertheless be the case, the participant is hereby kindly requested to contact the information counter on site immediately and inform them of the objection. In this case, the participant is also asked - as far as possible - to ensure that he/she is not photographed or to contact the photographer directly.

#### **6. Exhibition/Sponsorship**

The conditions of the trade exhibition/sponsorship accompanying the event are regulated in each case by way of event-specific conditions.

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

- (1) The location of the event is shown in the respective event program or the website of the event.
- (2) Travel and accommodation are to be organized/booked by the participant at his/her own expense.
- (3) The participant must present a valid ticket or other designated admission authorization at the admission

control without being requested to do so. Since the access authorization is personal, the participant may also be asked to identify himself/herself by way of a valid official identification document. If the participant is granted admission, he or she will receive a non-transferable badge (e.g. an event badge or wristband) that he or she must carry on their person during the respective event, in particular in order to be allowed back in after leaving the event premises.

- (4) The commissioned company reserves the right to refuse admission to participants if they violate the house rules or appear aggressive or abusive or are under the influence of intoxicants. Weapons or dangerous objects may not be brought into the event rooms. The commissioned company exercises domiciliary rights at the events. Their instructions must be adhered to. The respective house rules of the event location must be observed during the stay in the event rooms. In the event of violations of the house rules and in the event of unauthorized ambush/guerrilla marketing measures, the participant may be excluded from further participation in the event and asked to leave the event premises. Further claims against the participant shall remain unaffected.

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

- (1) Participation in digital events requires the use of the commissioned company's digital offerings.
- (2) The participant assures that all data provided by him/her during registration for the digital offer are true and complete. The authorization to use the Internet offer applies only to 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 maintaining the secrecy of his/her access data and is liable for any damages for which he/she is responsible in the event of misuse. The commissioned company reserves the right to temporarily or permanently block access to the digital offer in the event of violations of these GTC (in particular due to false information during or after registration and/or unauthorized disclosure or disclosure of the access data) or hacking (in particular of the password) and/or to permanently withdraw access from the participant with immediate effect or with a period of notice at its own discretion and/or to terminate the contract for the use of the digital offer by way of extraordinary cancellation and without notice.
- (3) The commissioned company is free to design the contents and is entitled at any time to change, restrict, expand or completely discontinue the digital offerings. The commissioned company is free in the provision of its service to also provide this through third parties of its own choice.
- (4) The digital offer is partly based on contents of co-organizers, cooperation partners, sponsors and exhibitors of the commissioned company, and among other things, external speakers and moderators may be used for the recordings and live transmissions. The commissioned company assumes no liability - either expressly

or implicitly - for the accuracy, completeness, reliability and timeliness as well as for the usefulness of the contents of the Internet offer for the participant.

- (5) The digital offer is not directed at persons in countries that prohibit the presentation or calling up of the content posted therein. Each participant is responsible for informing himself/herself about any restrictions before accessing these web pages and for complying with them.
- (6) The participant acknowledges that 100% availability of the digital offer cannot be realized in technical terms. However, the commissioned company will endeavor to keep the digital offer available as constantly as possible. In particular, maintenance, security or capacity issues as well as events beyond the control of the commissioned company may lead to short-term disruptions or temporary discontinuation of the Internet offer. The Internet offer is processed by way of standard market software. The software requirements stated at the time of registration are decisive. The commissioned company has no influence on the availability and error-free technical preconditions and requirements of this software.

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

The special regulations for face-to-face events (section 7) and for digital events (section 8) apply accordingly to hybrid events.

#### **10. Speakers; Copyrights**

- (1) Speakers may be replaced by others with comparable subject-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 above-mentioned cases.
- (2) Presentations at the event will generally be given in German or English. Presentations in other languages will be translated into English and/or German. The corresponding event documentation will follow this rule. There is no entitlement to interpretation/translation.
- (3) The event-related content, in particular presentations and documentation, is protected by copyright. The use of the contents is permitted exclusively for the participant's own purposes. Passing on contents of the internet offer to third parties is prohibited, irrespective of the purpose and type of passing such contents on.
- (4) Any use or exploitation of the copyrighted content beyond the respective contractual purpose, regardless of the type, in particular by copying, distribution, exhibition, reproduction in incorporeal form (right of public reproduction, i.e. lecture, performance and presentation, making available to the public, broadcasting, reproduction by means of image or audio carriers, reproduction of radio broadcasts and of making available to the public) as well as recording, digitization, storage - regardless of the form and on which carrier medium and in which technical configuration - is not permitted.

- (5) The commissioned company assumes no responsibility or liability for any inaccuracies in the content of the presentations and documentation.

#### **11. Cancellation; Force majeure**

- (1) With regard to the events in question, there is no right of withdrawal for consumers according to § 312 g para. 2 No. 9 BGB and in exception to § 312 g para. 1 BGB in conjunction with § 355 BGB, as the events are 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) Cancellations received 14 days or less prior to the event or non-attendance will be charged the full registration fee. Cancellations prior to this date will be charged with an administrative fee. However, a substitute participant(s) may be named. Specific information on the cancellation conditions for each event will be provided in the program booklet and on the respective website. The participant is at liberty to prove that no damage or significantly less damage has been incurred or that the expense is lower than the flat-rate compensation demanded.
- (3) Cancellations must be made in writing.
- (4) The commissioned company 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 event to digital event, etc.) or also to cancel the event at short notice. Subject to paragraph (5), this does not entitle the participant to withdraw from the contract. In such cases, the participant will be informed immediately.
- (5) In the event of a complete cancellation of the event by the commissioned company, which is not due to force majeure, the participation fees already paid will be refunded. Further claims of the participant are excluded, unless these are based on intentional or grossly negligent conduct of employees or other vicarious agents of the commissioned company.
- (6) In the case that the event is postponed, your tickets will remain valid for the new date. If the new date is not convenient for the participant, the participation can be transferred to colleagues free of charge.
- (7) Force majeure such as war, civil war, terrorism, riots, civil commotion, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances for which the commissioned company is not responsible, such as, for example, industrial disputes, strikes or lawful lockouts, operational or transport disruptions, difficulties in procuring raw materials, which prevent the commissioned company 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 also applies if these

events occur at a time when the commissioned company is in default. In deviation from this, the commissioned company reserves the right, instead of an adjustment, to terminate the contract free of charge and to reclaim services already rendered.

- (8) Against the background of the experience of the impact of the coronavirus (SARS-CoV-2/Covid-19) and resulting far-reaching governmental and other measures to restrict the national economy and public life, the provisions on force majeure in paragraph (7) above shall apply accordingly, irrespective of the case of force majeure, apply mutatis mutandis if (a) a force majeure event continues, during which time the parties enter into a contract with the expectation that the event will end or that a substantial improvement will occur, but the event continues contrary to the expectation or no substantial improvement occurs; or (b) a force majeure event ended before the contract was entered into but recurs after the contract is entered into (for example, if a pandemic or epidemic occurs again).
- (9) Against the background of the experience of the impact of the coronavirus (SARS-CoV-2/Covid-19) and resulting widespread governmental and other measures to restrict the national economy and public life, it may be necessary to retroactively reduce the number of participants in an attendance event. In such cases, the commissioned company reserves the right to cancel individual bookings shortly before the event if necessary. In this case, the "first-come-first-served" principle will be applied and a late booking date will be cancelled first. In the case of such cancellations a claim for damages does not arise.

#### **12. Limitation of the commissioned company's liability**

The commissioned company shall only be liable (I) for damage caused intentionally or through gross negligence, (II) for the culpable breach of essential contractual obligations, i.e. such obligations that must be fulfilled for the proper execution of the contract which the participant relies on and may rely on (major or cardinal obligations), (III) for damages caused as a result of fraudulent misrepresentation by the commissioned company, (IV) for damages resulting from culpable injury to life, body or health caused by a negligent breach of duty. All further liability is excluded.

#### **13. Liability of the participant**

- (1) The participant shall be liable for all damages caused by the participant, its vicarious agents, its guests or other third parties within the meaning of § 278 and § 831 BGB in connection with the event in accordance with the statutory provisions. The application of § 831 paragraph 1 sentence 2 BGB shall be excluded.
- (2) The participant shall indemnify the commissioned company against all claims of third parties asserted in connection with the event, insofar as these are the responsibility of the participant, its vicarious agents and persons employed by the participant in the performance of its obligations, or its guests. This indemnification obligation shall also extend to any official fines

and administrative offenses (for example, for disturbing the peace, blocking escape routes, disregarding smoking bans) which may be imposed on the company commissioned to run the venue in connection with the event.

#### **14. Data protection and privacy**

The organizing companies (cluster) and any co-organiser explicitly named on the event website before the event will process participants' personal data insofar as this is necessary to provide their services.

Personal data will not be passed on to third parties as a matter of principle unless this is necessary to provide the services. Organizing companies use service providers as contract processors. No personal data are processed outside of the EU/EEA.

The email address provided by the participant on conclusion of the contract will be deleted after two years at the latest unless further purposes justify its retention.

Insofar as consent to use data for advertising purposes is obtained on the event website, the companies in question will be notified of their right to revoke such consent at any time. Further information on data protection is available at [www.huethig.de/datenschutz](http://www.huethig.de/datenschutz).

#### **15. Publication of the list of participants (closed group)**

In order to enable participants to "network" and communicate with other participants during the event, the data they provide (first name, last name, title and company) will be published on the list of participants for the event for which they have registered. The list of participants is not publicly viewable, and the list is only available to other participants of the event in printed form, or digitally within an app or within the digital event. According to the purpose described above, the commissioned company has a legitimate interest in the processing of this data (Art. 6 para. 1 p. 1 lit. f) DS-GVO). Participants have the right to object to this processing by letter to Hüthig GmbH, Im Weiher 10, 69121 Heidelberg or by email to [info@huethig.de](mailto:info@huethig.de) Further information on data protection can be found at [www.huethig.de/datenschutz](http://www.huethig.de/datenschutz).

#### **16. Final provisions**

- (1) These GTC and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, under the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) To the extent permitted by law, Heidelberg is agreed as the place of performance and exclusive - also in an international context - place of jurisdiction.
- (3) Agreements that deviate from these GTC must be made in written form. This also applies to changes to this written form requirement.
- (4) Should any part of these GTC be invalid and null and void, the validity of the remaining provisions shall not

be affected thereby. In place of the legally invalid part, it shall then be deemed as agreed what most closely approximates in this context and/or what the parties would have agreed if they had known of the invalidity. The same shall apply in the event that the provision should contain a loophole.