

# General Terms and Conditions of eco Service GmbH for Participation in Events

## 1. Scope

1.1. These terms and conditions (T&Cs) apply to all contracts pertaining to the participation of business partners (hereinafter "*participant*") at events of eco Service GmbH – (hereinafter "eco").

1.2. These terms and conditions shall also implicitly apply to all future contracts in the above sense, even if these are not explicitly additionally incorporated.

1.3. Differing general 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 T&Cs 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 for participation in an event 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 pretix (a project of rami.io GmbH, Berthold-Mogel-Straße 1, 69126 Heidelberg), for eco and paid by eco. The *participant* makes his/her offer to the conclusion of a participation contract by clicking on the button "buy tickets" on the order form. The *participant* makes an effective offer only if all of the required fields on the order form (marked by a "\*" symbol) were filled out and if these participation T&Cs as well as the business terms and conditions and the privacy policy 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, pretix will send 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 electronic entrance ticket (e-ticket) is sent to the email address provided by the *participant*.

## 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 within the scope as confirmed by eco. There are no refunds for services only partially used. All participation fees include statutory 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 is due on the day of the event, before the start 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 a substitute *participant* who will take part in place of the registered person, if the latter cannot attend the event.

5.2. The *participant* also 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 locality.

Further *participant* claims are excluded unless eco or eco's assistant are culpable of willful intent or gross negligence.

5.3 If the ticket is free of charge, and in the event of a "no show" by the *participant*, eco is entitled to demand from the *participant* a "no show" lump sum of at least EUR 50 or more, if eco has incurred damages in excess of this, as the tickets were reserved and could therefore no longer be put on sale.

5.4. For cancellations that necessitate crediting debits or a credit card charge, cancellation fees of 10.00 EUR and 35.00 EUR apply, unless the *participant* can prove that eco incurred a lower level of loss or no loss.

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

5.6. The aforementioned cancellation conditions do not pertain to the exercise of the *participant's* legal right to cancellation.

## 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 (2) business days before an 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 a cancellation for the reasons mentioned in the above paragraphs, eco will offer the *participant* either an alternative date or a full refund of the already paid participation fees. Further *participant* claims are excluded unless eco or eco's assistant are culpable of willful intent or gross negligence.

6.4. eco reserves the right to move the location of events within the originally announced locality without naming a reason. eco will in this regard notify the *participant* at the latest three (3) business days before the event begins 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 is culpable of willful intent or gross negligence.

6.6. In justified cases, eco reserves the right to refuse the participation in this event (e.g. conflict of interest). Contrary provisions shall not apply in this case.

## 7. Copyrights

eco reserves all rights to event documents (regardless in which form), translations, copies, and reprints, as well as excerpts. The event documents may not be reproduced, processed, copied, distributed, or made public – even just as 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 willful 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 intentionally caused damage to life, body, or 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 lawful internal industrial action and natural catastrophes.

8.6. A liability for late remedies or removal of deficiencies is only given if the *participant* vics them out in a timely manner and if the *participant* gives eco or its vicarious assistant or assistant 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 visiting and attending the event.

8.8. All claims against eco are subject to a statute of limitation 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

eco takes the protection of the *participant's* personal data very seriously and in this respect strictly complies with the regulations of the EU General Data Protection Regulation (GDPR) and of the German Federal Data Protection Act (BDSG (new)). eco collects, processes and uses the personal data of event participants (name, email address, postal address, and telephone number), insofar as this information is required for the justification, definition of content, implementation, or amendment of this agreement. The legal basis for this is Art. 6 Para. 1 lit. b) GDPR. The data collected for concluding this agreement will be stored for the period of time required by law or, when applicable, for the term of contractual guarantee and warranty rights. At the end of this period, eco retains information regarding the contractual relationship, as required by trade and tax law, for the legally determined period of time. For this period of time (generally ten years from the conclusion of the contract) the data will only be processed again in the event of an audit by the taxation authority.

The Privacy Policy of eco Service GmbH applies. This can be found at <https://international.eco.de/legal-notice/privacy-policy/>.

## 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 explicitly excluded.

**10.2.** If these T&Cs are made available to the *participant* in a language other than German, only the German text shall prevail in the event of translation and interpretation differences. Translations into other languages are for ease of comprehension only.

**10.3.** Should one or more conditions within these T&Cs 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, within the framework of the overall contract. 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 businessperson and if he/she enters into this contract within the framework of his/her business or employment activity, or if 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 also take legal action against the *participant* at his/her place of general jurisdiction.

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