

## **27<sup>th</sup> Supercharging Conference 2023, September 26 - 27, in Dresden**

### **General Terms and Conditions of the Conference Organizer\***

#### **- Information for the participants -**

#### **1. General**

On receipt of the signed registration form, the contract between the *conference organizer* and the participant, becomes legally binding. S-GET EVENT & SERVICE GmbH acts on behalf of the conference organizer.

The participant will receive from S-GET EVENT & SERVICE GmbH an invoice and a registration confirmation. The conference fee has to be paid by the payment deadline. Please note that the conference fee has to be on our account prior to the conference. Otherwise, the participant has to settle all fees in cash or by credit card (Visa or MasterCard) at the registration desk in Dresden. In this case, an additional 3% processing fee will be charged. All bank charges have to be paid by the participant.

The 26<sup>th</sup> Supercharging conference will be held in compliance with and implementation of the measures on the Corona Protection Ordinance in force at the time of implementation.

#### **2. List of participants**

Participants herewith agree for their names to appear on the participant's list. The participant's list will be handed out only to participants (Name, First Name, Company)

Participants who don't agree to appear on the participant's list should inform the conference organizer or S-GET EVENT & SERVICE GmbH 4 weeks before the conference.

#### **3. Participant data / data processing**

For the duration of the contractual relationship, the organizer may store and use the participant's personal data in compliance with the applicable data protection regulations. The participant agrees to receive information material from the organizer even after the contractual relationship has been completed.

#### **4. Cancellation by the Customer; designation of a proxy attendee**

If the customer cancels his attendance by **14<sup>th</sup> of June, 2023**, he shall be released from paying the attendance fee (except an handling fee of 150.- €).

If the customer cancels attendance by **19<sup>th</sup> of July, 2023**, he has to pay 50 % of the conference fee. In the event of a later cancellation, the full attendance fee will be invoiced. The notice of cancellation must be given in written form and must be submitted to the conference organizer.

Should, up until the commencement of the event, the Customer have designated another person to attend the event, the customer shall continue to be obligated to pay for the event; the designated person shall be entitled to attend the event instead of the customer.

#### **5. Modifications and cancellation of events by the conference organizer**

The conference organizer reserves the right to replace the announced speakers with other qualified speakers and to make any required changes to the event program, provided this does not alter the overall nature of the event. The conference organizer also reserves the right to cancel individual lectures / presentations.

If an event has to be called off due to a disruption of operations at the event location, or due to the cancellation on short notice by the speaker(s) (e. g. due to illness or accident), or due to some other circumstance and/or event of force majeure for which the conference organizer is not responsible, then the attendees shall be notified immediately and the event shall be rescheduled if possible. If the newly scheduled date is not agreeable to the customer, the customer shall have the right to revoke the contract.

The conference organizer also reserves the right to call off an event due to low attendance. The corresponding cancellation notice must be given by no later than two (2) weeks before the start of the respective event. If an event is called off, the attendance fee shall be reimbursed. The customer shall have no additional claims above and beyond this reimbursement, unless the claims in question involve grossly negligent or intentional conduct on the part of the conference organizer.

## **6. Transformation of a hybrid event to a virtual-only event**

In case it is impossible to realise the event as an on-site attendance event or this is only possible with restrictions related to COVID-19-pandemic, the conference organizer has the right to change the form and to reclassify the attendee for online attendance equivalent to on-site attendance with respect to content, duration and the quality of knowledge transfer.

In the event of such reclassification of the attendee, the customer shall only pay the price for which online attendance was offered. If the customer is not interested in the online-only event, he can cancel his participation and will be refunded the payment made.

## **7. Provisions for online participation**

The live-streaming participant makes sure that the conference will not be recorded and no other persons besides the participant will watch the conference. The reachability to the live-streaming must be granted by the given email address and phone number.

The conference organizer does not assume any responsibility with respect to technical malfunction affecting online attendance if this is due to circumstances beyond the conference organizer's control, in particular technical malfunction of the internet or of the attendee's internet connection or equipment. It is the responsibility of the conference organizer to ensure that the attendee's internet connection, hardware and software is suitable for receiving and playing audio and video via the internet. Short interruptions or failure of image and sound which does not substantially impair the knowledge transfer do not constitute defective performance of the contract.

## **8. Limitation of liability**

The organizer shall be liable for injury to life, body and health in the event of his own intentional or negligent breach of duty as well as for fault on the part of his legal representatives and vicarious agents in accordance with the statutory provisions.

In all other respects, claims for damages, irrespective of their legal basis, shall be excluded if the organizer, its legal representatives and vicarious agents are merely guilty of simple negligence. The above limitation shall not apply if the organizer has violated essential contractual obligations.

Claims for damages against the organizer according to the statute of limitations expire six months after the claim arises.

## **9. Exclusion of liability**

If fixed performance times or a fixed performance period are agreed in the contract and the organizer cannot meet the deadlines due to circumstances for which he is not responsible, such as labor disputes, bad weather or similar, the organizer shall not be liable in this respect.

## **10. Place of jurisdiction**

The parties agree that Dresden shall be the place of jurisdiction for all disputes in connection with the concluded contract, insofar as this is permissible.

The concluded contract is exclusively subject to the law of the Federal Republic of Germany.

## **11. Severability clause**

In the event that a clause should be invalid in whole or in part, this shall not affect the validity of the contract or the inclusion of the remaining General Terms and Conditions. The invalid clause shall be replaced by a clause which comes closest to the spirit of the original clause in conjunction with the spirit of the contract.

**\* Forschungsbüro Prof. Dr. -Ing. Hans Zellbeck  
Saarstraße 13, 01705 Freital, Germany**