

## 2,<sup>h</sup> Supercharging Conference 202(, September 26 - 27, in Dresden

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

#### - Information for the participants -

#### 1. General

On receipt of the signed registration form, the contract between the *conference organiser* and the *participant*, becomes legally binding. QTËÜ GmbH acts on behalf of the conference organiser.

The participant will receive from QTËÜ GmbH an invoice and a registration confirmation. The conference fee has to be paid at the payment deadline. Please note that the conference fee has to be paid in cash or by credit card (Visa or MasterCard) 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 Supercharging Conference will be held in compliance with and implementation of the Pandemic Protection Act in force during the event.

#### 2. List of participants

Participants agree for their names, first names and company name to appear on the participant list. The participants list will be handed out only to the conference organiser.

Participants who do not want to appear on the participants list should inform the conference organiser or QTËÜ 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 after the contractual relationship has ended.

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

If the participant cancels attendance by **14<sup>th</sup> of June, 2022**, a handling fee of 150.- € applies.

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

Should the participant designate a proxy attendee, the proxy attendee shall be obliged to pay the conference fee and shall be entitled to attend the event instead of the participant.

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

The conference organiser 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 organiser 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 speakers (e. g. due to illness or accident), or due to other circumstances and/or an event of force majeure for which the conference organiser 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 possible, the conference organiser shall have the right to revoke the contract.

The conference organiser also reserves the right to call off an event due to low attendance. The corresponding cancellation notice must be given no later than two weeks before the start of the 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 gross negligence or intent on the part of the conference organiser.

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

In case the event cannot be executed live on-site or only with restrictions due to legal requirements related to a pandemic, the conference organiser has the right to change the format to "online" and to rebook the participants to this format. The online event needs to be equivalent to the on-site format with respect to content, duration and the quality of knowledge transfer.

In this case the participant shall only pay the fee for online attendance. If the participant is not interested in the online event, he/she can cancel his participation and will receive a full refund.

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

The online participant makes sure that the conference will not be recorded and no other persons besides the participant will watch the conference. He/she ensures, that he/she can be connected to the live stream under the email address and phone number provided by him/her.

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

## **8. Limitation of liability**

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

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

Claims for damages against the organiser according to the statute of limitations expire six months after the claims arise.

## **9. Exclusion of liability**

If fixed performance times or a fixed performance period are agreed in the contract and the organiser cannot meet these dates due to circumstances for which he is not be held responsible, such as labor disputes, bad weather or similar, the organiser 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.

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

## **11. Severability clause**

In the event that a clause of this contract 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.

\* IMAS GmbH

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