



Terms and Conditions for Events of VDE

1. Scope

- 1.1. These Terms and Conditions (hereinafter “**T&C**”) govern the legal relationship between the participants at conferences, conventions, training, seminars, courses and other events (hereinafter “**Event**”) and VDE Verband der Elektrotechnik Elektronik Informationstechnik e.V., www.vde.com/impressum (hereinafter “**VDE**”). The content, schedule and other details of an Event derive from its respective programme. The “General information” enclosed with the respective programmes also apply.
- 1.2. These T&C apply exclusively. Conflicting or supplementary terms and conditions of the participants do not apply, even if sent to VDE in an order, a letter of confirmation or otherwise and VDE does not expressly object. This also applies in the event that VDE performs services for participants without objection while aware of their T&C.
- 1.3. Any individual agreements made with participants on a case-by-case basis take precedence over these T&C. Subject to any proof to the contrary, a written contract (written or electronic form is sufficient) or written confirmation (written or electronic form is sufficient) from VDE takes precedence over the content of agreements of this kind.
- 1.4. To the extent that a contract is necessary between participants and third parties for the technical performance of an Event (e.g. registration or user account with an online service provider for a virtual or hybrid Event), the respective terms and conditions of this third party must be taken into account by the participants. If such services are third-party services, VDE is not the contracting partner. VDE is also not the representative of the third party. The third party is responsible for all matters arising from the contract between participants and the third party.

2. Registration, contract formation, technical requirements for online participation, availability

- 2.1. Participants can register in written or electronic form (e.g. by e-mail or online form). Such registration is a binding offer to form a contract (with acceptance of these T&C) under which the participant remains liable until registration is

confirmed by VDE. The contract is formed when registration is confirmed by VDE. Automated confirmation that a registration has been received does not constitute confirmation of registration. For events with limited participation capacity, registrations will be considered according to the date of receipt.

- 2.2. If participants receive access data for online participation in an Event (whether purely virtual or hybrid), these access data must be treated as confidential, must not be shared with third parties and must be protected against third-party access.
- 2.3. For online participation in a (virtual or hybrid) Event, participants require an Internet connection, a standard web browser and, if necessary, additional software. The specific technical requirements for participation can be found in the programme or will be communicated to participants by e-mail before the start of the event.

The participants themselves are responsible for fulfilling the technical requirements in accordance with section 2.3. Failure to satisfy the necessary technical requirements or technical faults during the Event for which VDE is not responsible do not release participants from their duty to pay the participation fee.

- 2.4. Online participation in a (virtual or hybrid) Event is only possible in real time on the scheduled date. Such Events can typically not be accessed after the fact.

3. Changes in the Event schedule

- 3.1. VDE reserves the right to replace announced speakers with others, to modify the schedule of the Event or to replace, reorganise or cancel individual presentations at an Event provided that this does not affect the overall nature of the Event. Furthermore, VDE reserves the right to change the event venue if necessary, provided that this is reasonable for the participants.

Such changes to the programme schedule or content changes to the programme for cause do not entitle participants to a reduction of the participation fee.

- 3.2. Also, at VDE’s discretion and taking into account circumstances beyond VDE’s control, Events can be staged as hybrid or purely virtual Events.

Such changes do not entitle participants to cancel free of charge. If the participation fee for the virtual Event is less than the price of participation for an Event held in person, the participants affected will be refunded the difference.

- 3.3. VDE reserves the right to define appropriate measures and suitable hygiene concepts prior to individual Events, including in particular those due to third parties (e.g. congress hotels or congress organisers). In addition, individual Events are carried out in accordance with the statutory access regulations applicable in the individual federal states as at the date of the event. VDE will inform all participants in written or electronic form (e.g. by e-mail) in due time before the event whether and, if so, which hygiene regulations apply at the Event.

4. Participation fee, terms of payment, default, offsetting

- 4.1. Participants are required to pay the agreed participation fee for Events subject to charge. The amount of the participation fees is shown in the respective programme for the Event. Unless stated otherwise in the respective programme for the Event, the participation fees are per person and per event date, and subject to statutory VAT.
- 4.2. The participation fee must be paid in advance by the payment methods offered for the respective Event. It is not possible to pay by sending cash or cheques; VDE accepts no liability for loss. The participation fee must be paid no later than 14 days of receipt of invoice. This is governed by the date of receipt of payment.
- 4.3. If a participant is in default of payment, VDE is authorised to demand default interest, from the time of default, in the amount of five (5) percentage points above the base rate of interest applicable at this time (section 247 of the Bürgerliches Gesetzbuch (BGB – German Civil Code)) per year. The contracting parties reserve the right to provide evidence of lower or higher damages.
- 4.4. If VDE has not received the participation fee by the start of the Event, the participant will not be entitled to participate in the Event.
- 4.5. Except in the case of cancellation, offsetting against receivables from VDE is only permitted if the counterclaim has been legally established, is not disputed by VDE, has been acknowledged by VDE or relates closely and mutually to the receivable from VDE.
- 4.6. Subject to an individual contractual agreement: (i) a partial booking with a price reduction is not possible; (ii) an Event cannot be split between multiple participants.
- 4.7. If the participant had a right to cancel and the participant requests that services should commence during the cancellation period, the participant must pay VDE an appropriate amount corresponding to the share of the services already provided up to the point in time at which

the participant informs VDE that it is exercising its right to cancel this contract compared to the total scope of the services provided for in the contract.

5. Right to cancel for consumers

- 5.1. If you are a consumer as referred to by section 13 BGB, you have the right – except in cases as referred to by section 312 g (2) no. 9 BGB¹ – to cancel agreements entered into within fourteen days without stating reasons, about which we inform you below. A consumer is a person who enters into a transaction for purposes that cannot be predominantly attributed to either their commercial or their independent professional activity.

Cancelation policy

You have the right to cancel this contract within fourteen days without stating reasons.

The cancellation period is fourteen days from the date that the contract is entered into.

To exercise your right of cancellation, you must send us an express declaration (e.g. by e-mail, letter or telephone) notifying us of your decision to cancel this contract.

This declaration must be made to

VDE Verband der Elektrotechnik Elektronik Informationstechnik e. V.

Merianstr. 28, 63069 Offenbach/Main

+49 69 6308-313 / vde-conferences@vde.com

You can, but are not required to, use the attached sample cancellation form for this.

To comply with the cancellation period, it is sufficient that you send the notice that you are exercising your right of revocation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery that we offer), without delay and no later than 14 days from the date on which we receive your notice of the cancellation of this contract. We will use the same payment method for this repayment that you used in the original transaction, unless otherwise expressly agreed with you; in no event will you be charged fees for this repayment.

Exclusion of the right of cancellation

The right of cancellation expires early if the contract is fully satisfied by both parties at your express request before you have exercised your right of cancellation. In the event of pro rata participation in the Event, the participant is required to pay corresponding compensation in accordance with section 4.7.

¹ Contracts for the provision of services in the fields of accommodation other than for residential purposes, transport of goods, car rental services, deliveries of food and beverages, or further services related to leisure activities, if

the contract provides for a specific date or period of performance (sections 312g(2) no. 9 BGB)

Sample cancellation form

To cancel the contract to participate in a VDE Event, please complete the following form and send it to us within 14 days of formation of the contract.

To: **VDE Verband der Elektrotechnik
Elektronik Informationstechnik e. V.**
Merianstr. 28, 63069 Offenbach am Main
vde-conferences@vde.com

I/we hereby cancel the contract I/we entered into to participate in the following event.

Date of contract formation:

Title of event:

Consumer's name:

Consumer's address:

Date of cancellation:

Consumer's signature:

6. Cancellation of Event by VDE

- 6.1. Participants have no entitlement to have the Event performed by a specific speaker or at a specific venue. VDE reserves the right to make amendments to speakers or the venue that are reasonable for participants at short notice.
- 6.2. VDE reserves the right to cancel Events up to seven days before the start of the respective Event without replacement if the minimum number of participants stated in the Event description is not achieved by this date. In particular, participants should take this into account when booking their journey and accommodation.
- 6.3. VDE also has the right to delay or cancel an Event without replacement if it is impossible or unreasonable to hold it for reasons for which VDE is not responsible (e.g. force majeure, official requirements, i.e. due to pandemic, the speaker becoming ill without a replacement speaker being available). In such event, VDE will only be liable for wilful intent and gross negligence.
- 6.4. In the event of cancellation by VDE or of it not being possible to hold the Event, the Event fees will be refunded to participants in full without undue delay. Any further claims to compensation, in particular for travel and accommodation costs, are excluded, unless the circumstance causing the Event's cancellation is due to wilful intent or gross negligence on the part of VDE.

7. Withdrawal by participants

- 7.1. Participants have the right to withdraw from their registration/the contract formed without stating reasons. Withdrawal requires at least written or electronic form. The date on which the declaration is received by the recipient is decisive for meeting the deadline.
- 7.2. No fees will be charged if the declaration of withdrawal is received no later than 90 days before the start of the Event. Participation fees already paid will be refunded in full.
- 7.3. In the case of withdrawal up to 50 days before the start of the Event, 25% of the participation fee is due. In the event of withdrawal at a later date, a no-show or leaving the Event early, 100% of the participation fee is due. Amended bookings will be treated as cancellations.
- 7.4. This does not affect the statutory right of withdrawal.
- 7.5. Participants who are unable to attend the Event are entitled to nominate a replacement participant for the Event. It is not possible to split an Event between multiple participants.

8. Image, sound and media recordings

- 8.1. VDE is authorised, but not required, to take photographs, record films or make other media recordings at its Events or to have this done.
- 8.2. These recordings are made for publication for presentation and information purposes, including on our websites, in VDE publications, on social media and in the press.
- 8.3. Participants who do not consent to being photographed or otherwise recorded are requested to inform the Event organiser accordingly.
- 8.4. Detailed information in accordance with Article 13 GDPR can be found in the information provided at the actual Event.

9. Copyright

- 9.1. Conference documents and other materials to which participants have access at the Event are protected by copyright. The duplication, disclosure or other use of these documents is only permitted with VDE's express consent in written or electronic form.
- 9.2. Any use of logos, brands or names of VDE, or of affiliated companies of VDE as referred to by sections 15 et seq. of the Aktiengesetz (AktG – German Stock Corporation Act) or of regional branches of VDE as referred to by Article 3(1) of VDE's Articles of Association, is not permitted and requires VDE's prior and express consent in written or electronic form.
- 9.3. VDE is authorised to publish content submitted or produced by participants in conjunction with the Event for presentation and information purposes, including on our website, in VDE publications, on social media and in the press.

10. Liability

- 10.1. VDE assumes no liability for the topicality, accuracy or completeness of the conference documents or the holding of the event by the respective speakers.

- 10.2. If VDE, its management, employees or agents breach a contractual or legal duty through wilful intent or gross negligence, VDE is liable for the losses incurred by the Exhibitor as a result in accordance with the statutory provisions.
- 10.3. If VDE, its management, employees or agents breach a contractual or legal duty due to simple negligence, the Exhibitor's claims to compensation from, of any type of for any legal reason, are excluded, unless a cardinal contractual obligation was breached due to simple negligence. In this case, liability is limited to the amount of damages foreseeable at the time of the formation of the contract and typical for the contract. A cardinal contractual obligation in this sense is one whose fulfilment is essential for the proper execution of the contract and on whose adherence the participant regularly relies or may rely on.
- 10.4. The above disclaimer/liability limitation does not apply in cases of compulsory statutory liability (e.g. fraudulent concealment of a defect, claims arising from a guarantee of quality or under the German Product Liability Act) or in the event of culpable injury to life, limb or health.
- 10.5. The above regulations do not affect the statutory regulations on the burden of proof.
- 10.6. The above regulations apply analogously to the personal liability of managers, employees or agents of VDE.
- 10.7. Participants must inform VDE in written or electronic form without delay of any damages for which they hold VDE liable.
- 10.8. The joint and several liability of VDE e.V. and its affiliated companies/regional branches is excluded.

11. Advertising and sales activities, sponsorship

- 11.1. At the site of the Event and on the associated grounds, any form of advertisement or the offering or sale of goods or services by the participants is only permitted with the express prior consent of VDE in written or electronic form.
- 11.2. In deviation from section 11.1, participants taking part in the Event in the form of financial or material assistance on the basis of a separate agreement with VDE (**sponsors**) are authorised to refer to themselves as sponsors of the Event.

The details will be set out in the separate agreement between VDE and the sponsor.

12. Compliance

- 12.1. In conjunction with the Event, participants undertake to comply with all laws of the applicable jurisdiction(s), including in particular all applicable laws on the protection of fair competition, intellectual property and the personality rights of other participants.

13. Data protection policy

- 13.1. Personal data are processed for the purposes of the preparation, organisation and performance of the Events in conjunction with the applicable data protection laws and retained in accordance with the provisions of commercial and tax law. Further information on data protection and the rights of data subjects can be found in our general data protection information (accessible at <https://www.vde.com/en/privacy-statement>) and the data protection information specific to the Event (if any).

14. Final provisions

- 14.1. Verbal agreements only apply if confirmed in written or electronic form by VDE. This does not affect section 305 b BGB.
- 14.2. The law of the Federal Republic of Germany applies exclusively.
- 14.3. The exclusive place of jurisdiction for business dealings with merchants, legal entities under public law or funds under public law – to the extent that this can permissibly be agreed – is VDE's registered office.
- 14.4. If individual provisions of these terms and conditions are void in full or in part, or if provisions have inadvertently been omitted from the terms and conditions, this does not affect the validity of the other provisions or parts of such provisions. The respective statutory regulations will take the place of the void or omitted provisions.

As at 19 March 2024