General Terms and Conditions for Participation in Events:
Expert Conference KERNTECHNIK, conferences, seminars, training courses and workshops

1. General

Agreements relating to participation in the Expert Conference KERNTECHNIK (hereinafter “KERNTECHNIK”), in conferences, seminars, training courses and workshops (hereinafter generically “Event”) are governed by the provisions set out in the Application Form for the Event in question and in the General Terms and Conditions (hereinafter “Terms”) set out below.

a) Contracting party for KERNTECHNIK

The organisers of KERNTECHNIK are KERNTECHNIK Deutschland e.V., Robert-Koch-Platz 4, 10115 Berlin (hereinafter “KERNTECHNIK”), KERNTECHNIK Gesellschaft e.V., Robert-Koch-Platz 4, 10115 Berlin (hereinafter “KTG”) and INFORUM Verlags- und Verwaltungsgesellschaft mbH, represented by General Manager Dr. Thomas Behringer, Robert-Koch-Platz 4, 10115 Berlin (hereinafter “INFORUM”) as the implementing entity. The sole contracting party for a participant at KERNTECHNIK (hereinafter “Participant”) is INFORUM, which thus holds sole authorisation to act as a legal representative and to assert any legal transactions, claims and demands in connection with KERNTECHNIK.

b) Contracting party for seminars and workshops

The contracting party for participation in seminars and workshops is INFORUM.

2. Effective Date of Contract

Registration for the Event can be effected by means of the Application Form, by letter, by fax or electronically. Registration for KERNTECHNIK can also be effected online at www.kerntechnik.com or at the venue. The deadline for registration indicated on the Application Form for the Event in question and on the Event website must be observed.

An agreement on participation in the Event only takes effect once registration has been confirmed in writing by INFORUM. The exception to this is KERNTECHNIK, where registration may in exceptional circumstances be undertaken in person at the Event itself. Under these circumstances the Agreement takes effect once the registration has been received by an employee of INFORUM or an authorised employee of a service company engaged for the purpose, in this case written confirmation is no longer required.

Furthermore any changes or additions to the Agreement must always be made in writing.

3. Prices, Due Date and Payment

Listed prices include statutory value added tax and apply to one person and one calendar Event. Students, school students and pensioners participating in KERNTECHNIK will be granted a concessionary rate. Any Participant wishing to claim a concessionary rate must submit appropriate evidence of entitlement to INFORUM without delay. INFORUM reserves the right to charge the full participation fee if such evidence is not submitted, is submitted late or is invalid.

The amount indicated on the invoice is due immediately and must be paid in full within 30 days of the issue of the invoice unless otherwise agreed in writing. If the Participant falls into arrears, INFORUM reserves the right to charge a fixed reminder fee of EUR 2.50 per reminder. The Participant is entitled to demonstrate that the loss incurred is less than the fixed fee or that there has been no loss. When registering in person and on site at KERNTECHNIK the participation fee must be paid immediately.

The Participant may choose whether to pay the participation fee on account or by credit card. INFORUM reserves the right to refuse payment by credit card in specific cases. The Participant may only offset or exercise lien against uncontested claims or claims which have the force of law.

4. Implementation of the Event

INFORUM has the right to call upon external service providers to implement the Event. INFORUM reserves the right to replace or permit the non-realisation of individual presentations and presenters, lecturers or trainers at the Event. These changes do not grant the Participant any right to receive a reimbursement or partial reimbursement of the participation fee or of any other expenses incurred by the Participant or to withdraw from the Agreement. INFORUM is entitled to cancel an Event on commercial or legal grounds. In particular INFORUM reserves such right to cancel an Event if the attendance figures are insufficient. INFORUM will inform Participants of the cancellation without delay. In this instance INFORUM will reimburse such participation fees as have already been paid. The Participant may not assert any further claims against INFORUM, in particular to the reimbursement of hotel, travel or other costs. Furthermore INFORUM is entitled to refuse an application to attend an Event without supplying reasons.

5. Transfer of Agreement

Any Participant unable to attend the Event may without charge notify INFORUM of a designated stand-in (hereinafter “Replacement Participant”) to attend the Event in his or her stead (hereinafter “Transfer of Agreement”). When a Participant is replaced, the Replacement Participant succeeds the Participant who has withdrawn from the Agreement and upholds the contractual relationship with INFORUM. The Replacement Participant assumes the full contractual legal status without any modification to the substance or legal identity of the existing Agreement. The Transfer of Agreement takes effect once it has been approved by INFORUM.

6. Cancellations of Participation and Amendments

Cancellations of participation must always be made in writing.

The following deadlines apply to cancellations of participation at KERNTECHNIK:

If participation is cancelled six weeks or more before the Event begins, the full participation fee will be reimbursed. If participation is cancelled four weeks or more before the Event begins, 50% of the participation fee will be reimbursed. If participation is cancelled two weeks or more before the Event begins, 25% of the participation fee will be reimbursed. No reimbursement will be granted for cancellations at shorter notice; the participation fee is due in full.

The following deadlines apply to cancellations of participation at seminars, training courses and workshops:

If participation is cancelled two weeks or more before the Event begins, the full participation fee will be reimbursed. If participation is cancelled between the seventh and fourteenth day before the Event begins, 50% of the participation fee will be reimbursed. No reimbursement will be granted for cancellations at shorter notice; the participation fee is due in full.

7. Hotel Bookings

Information and arrangements for booking hotels for KERNTECHNIK can be found on the website at www.kerntechnik.com.

8. Data Protection

INFORUM collects customer’s data during the performance of the contract as well for the purpose of implementation of the Event. When doing so, INFORUM complies in particular with the provisions of the General Data Protection Regulation (GDPR). Unless it has the customer’s consent, INFORUM will not collect, process or use the customer’s standard and utilisation data unless this is necessary for the performance of the contract, for the utilisation and settlement and for the implementation of the Event. In particular, INFORUM will not use the data for purposes of advertising or of market or opinion research without the customer’s consent. The customer has the opportunity to obtain information regarding the data concerning him/her that have been stored (by sending an email to INFORUM at info@KernD.de; enter “Personal Data” in the subject line). Additional information is available in the INFORUM Privacy Statement found at www.KernD.de.

9. Copyright and Rights of Use; Personal Rights

INFORUM is exclusively entitled to all rights in all presentations and Event documents, in particular author’s use and exploitation rights, in relation to the Participant. The Participant is in particular not authorised to copy, edit or reproduce documents or licenced material, including data carriers circulated with or without charge in connection with KERNTECHNIK, or to make these (publicly) available to third parties. The Participant is granted a simple, non-transferable right of use intended solely for his or her personal needs. Further rights of use shall only be transferred if an agreement on additional rights of use has been explicitly formulated in writing.

During the Event INFORUM is authorised to generate image and sound recordings either on its own behalf or by means of a commissioned production. The Participant hereby consents to the publication and dissemination of these image and sound recordings by INFORUM or third parties for the purpose of reporting on the Event or for commercial purposes. This consent explicitly extends to cases in which the Participant can be individually recognised in the recordings.

Image and sound recordings and any other recordings or transmissions of the Event of whatsoever kind generated by the Participant are always subject to the prior written consent of INFORUM. In this instance the Participant undertakes to respect the copyright and personal rights of everyone concerned and only to publish any photographs on which
individuals can be recognised with the appropriate consent of the persons concerned and of INFORUM. INFORUM reminds the Participant that any untrue or opprobrious reporting about the Event, the presenters, the participants etc. are inadmissible.

10. Warranty/Liability

INFORUM assumes no liability whatsoever. This does not apply to claims for compensation by the Participant resulting from injury to life, limb or health or from the violation of any cardinal contractual duties, or for other damage or loss resulting from a malicious or grossly negligent violation of duty by INFORUM, its legal representatives or its agents. In the event that a cardinal duty has been violated, INFORUM shall only be liable for typical foreseeable damage or loss where it is the result of simple negligence, unless the Participant is claiming compensation for an injury to life, limb or health. This provision is without prejudice to the provisions of the German Product Liability Act. INFORUM does not assume any guarantees. To the extent that INFORUM’s liability is precluded or limited, this applies mutatis mutandis to the personal liability of its employees, representatives and agents.

11. Final Clauses

Agreements between INFORUM and the Participant are subject to the law of the Federal Republic of Germany.

If the Participant is a business undertaking, a legal entity under public law or a public special asset, the place of performance and jurisdiction is the registered office of INFORUM.

If any clauses in the Agreement are without effect in full or in part, or if the Agreement should fail to contain any provision, this shall not impair the validity of the remaining clauses or part provisions. Invalid or missing clauses will be substituted by the relevant legal norms.

12. Right of Cancellation for Consumers and Exclusion

Right of cancellation: You have the right to revoke this Agreement within fourteen (14) days without indicating your reasons.

The cooling-off period is fourteen (14) days from the date on which the Agreement was concluded.

To exercise your right of cancellation, you must inform us:

INFORUM Verlags- und Verwaltungsgesellschaft mbH
Robert-Koch-Platz 4
D-10115 Berlin
E-mail: Info@KernD.de
Fax: +49 30 498555-18

of your decision to cancel this Agreement by making a clear declaration (e.g. by letter post, fax or e mail). You are free to use the specimen cancellation form for this purpose, but it is not mandatory.

To take advantage of the cooling-off period, it is enough for you to have dispatched your notification that you have exercised your right of cancellation before the period elapses.

Consequences of cancellation: If you cancel this Agreement, we must return any payments we have received from you, including the delivery costs (except for any additional costs which arose because you selected a different delivery arrangement from the best-value standard delivery we offered), without delay and at the latest fourteen days from the date on which we received your notification of cancellation. To make this repayment we will use the same form of payment as you used for the original transaction, unless we have explicitly agreed with you to use a different arrangement; you will in no case be asked to bear the costs of this repayment.

End of Cancellation Policy

A consumer has no right of cancellation or the consumer’s right of cancellation may expire prematurely in the case of the following contracts: Contracts for the provision of services relating to leisure activities if the contract provides for a specific date or period of provision (§ 312g paragraph 2 sentence 1 no. 9 of the German Civil Code [BGB]).

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Specimen Cancellation Form

(If you wish to cancel the Agreement, please fill in and return this form.)

To

INFORUM Verlags- und Verwaltungsgesellschaft mbH
Robert-Koch-Platz 4
10115 Berlin
Germany

E-Mail: info@KernD.de
Telefax: +49 30 498555-18

I/We (*) hereby cancel the Agreement (I/we *) concluded for the sale of the following goods (*/) or provision of the following service (*/)

Ordered on (*/)/received on (*/)
Name of the consumer(s) ________________________________________________
Address of the consumer(s) ________________________________________________

Signature of the consumer(s) (paper correspondence only)

Date ___________________________________________________________________

(*) Delete where inapplicable.