

Terms and Conditions of Participation for Composites United Events

1. Organizer

Composites United e.V., Oranienburger Straße 45, 10117 Berlin and/or its networks and clusters (hereinafter referred to as "CU"), conduct face-to-face and online events (hereinafter referred to as "Event(s)").

2. Scope of Application

- 2.1. These Terms and Conditions of Participation apply to all events of CU and govern the rights and obligations in connection with a participation of the contracting party (hereinafter "Participant"). They apply to consumers and entrepreneurs, unless a differentiation is made in the respective clause.
- 2.2. Events may be organized for the purpose of information exchange, technology development, further training or for other reasons.
- 2.3. If a service provider is required to carry out the event and a contractual relationship is thus established with a third party, the latter's General Terms and Conditions must be taken into account. This may be the case, for example, for registration or online events. CU is not a contractual partner in the provision of services by the third party.

3. Registration

- 3.1. Preferentially the members of CU are entitled to register for the participation in events. Registrations will be considered in the order in which they are received. The association reserves the right to allow non-members to participate at other conditions. The registration can be made by online registration, by e-mail, in writing or by fax.
- 3.2. The contract is concluded by registration and receipt of the registration confirmation of the organizer. The registration confirmation will be sent in writing, by e-mail or by fax to the participant's address provided. The presentation of an event on the CU website or through any other medium, such as in the training brochure, does not constitute a legally binding offer.

- 3.3. In case of an online registration, a binding registration for the event presented on the offer page is declared by clicking the button "Submit Order". Confirmation of receipt of the registration shall be sent by automated e-mail immediately after the order has been sent.
- 3.4. With the registration the validity of these conditions of participation is accepted. Conditions and reservations at the time of registration are not permitted and shall be deemed not to have been made. If a registration cannot be considered, this will be communicated immediately.
- 3.5. In order to be able to participate in an online event, technical requirements must be met and the participant must cooperate, i.e. an internet connection and a suitable terminal device must be available. If these requirements are not met or if the participant experiences technical problems during the event, this does not constitute a reason to release the participant from the obligation to pay. In the case of online events, where participation is free of charge, CU may refuse access to participation if the technical capacities are exceeded. The participant undertakes not to disclose the access data received in confidence to third parties. In case of suspicion of misuse of the data by third parties, the participant is obliged to inform CU immediately.
- 3.6. The organizer is entitled to make video and audio recordings during the event itself and also during the holding of a social program (e.g. evening event, tours, networking, etc.) in order to use them for documentation, marketing purposes, advertising of future events, etc.. In this context, recordings may also be provided to third parties (e.g. press) and used in the media (website, social media). CU will respect the personal rights of the participant.
- 3.7. Persons who have not fulfilled their financial obligations from previous events may be excluded from participation.

4. Terms of Payment

- 4.1. The participant must pay the invoice amount for the event, irrespective of third-party benefits (e.g. employment agency), no later than the date specified in the invoice, stating the full invoice number.
- 4.2. The stated participation fees are always net in euros plus the applicable value-added tax.

5. Withdrawal of the participant

- 5.1. The consumer's right of withdrawal (see section 6) exists in addition to the right of withdrawal regulated below.

- 5.2 The participant may withdraw from the contract free of charge up to 14 days before the start of the event.
- 5.3 In the event of withdrawal after this deadline and up to the 7th day before the start of the event, the organizer is entitled to charge 50% of the participation fee as a flat-rate fee and 80% up to the 3rd working day before. In the event of cancellation on the day before or on the day of the event, the flat-rate fee shall be 100% of the participation fee. The flat-rate fee does not apply if a substitute participant is named. The participant is free to prove that the organizer has incurred no or significantly less damage.
- 5.4 Cancellation must be made in writing. The date of receipt of the notice of withdrawal by CU shall be decisive for the observance of the deadline.
- 5.5 If the participant registers within the last 14 days before the start of the event, withdrawal is not possible free of charge. Section 5.3 applies.
- 5.6 Cancellation of the contract after the start of the event is not possible. The right to terminate for good cause remains unaffected.

6. Right of cancellation for consumers

If you are a consumer in the sense of § 13 BGB (German Civil Code), you have a right of withdrawal in addition to the withdrawal provision in item 5.

6.1. *Right of withdrawal*

You may revoke your contractual declaration in writing (e.g. letter, fax, e-mail) within 14 days without stating any reasons. The period begins after receipt of this instruction in text form, but not before the conclusion of the contract and also not before the fulfillment of our information obligations pursuant to Article 246 § 2 in conjunction with § 1 paragraphs 1 and 2 EGBGB and our obligations under § 312 e paragraph 1 sentence 1 BGB in conjunction with article 246 § 3 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be sent to: Composites United e.V., Oranienburger Straße 45, 101167 Berlin, Fax: 0821 26841108, E-Mail: info@composites-united.com.

6.2. *Consequences of withdrawal*

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return the goods received in full or in part or only in a deteriorated condition, the deteriorated condition, you may have to compensate us for the loss in value. This may mean that you must nevertheless fulfill the contractual payment obligations for the period until revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation, for us with its receipt.

6.3. *Special notes*

Your right of revocation expires prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. (End of the cancellation policy)

7. Termination

The participant can terminate the contract at the latest 14 days before the first day of the event. Otherwise, the participant can only cancel for good cause. The cancellation must be made in writing. The date of receipt by CU is decisive for the timeliness of the declaration.

8. Cancellation and change of events by the organizer

- 8.1. The event may be cancelled by CU for good cause, in particular due to a lack of a sufficient number of participants to cover the costs, due to the unavailability of the speaker at short notice without the possibility of a substitute speaker or due to force majeure. The participant will be informed immediately and any fees already paid will be refunded in full. Further claims are excluded subject to section 10.
- 8.2. The organizer is entitled to change speakers or to postpone the schedule for good cause, e.g. illness of the speaker, as far as this is reasonable for the participant.

9. Termination by CU

CU may terminate the contract for good cause, e.g. if the participant persistently disturbs the event or if payment is not made in due time despite a reminder. There is no claim for reimbursement of already paid fees.

10. Liability

- 10.1. The organizer is only liable for damages caused by an intentional or grossly negligent breach of duty by the organizer, his legal representatives or vicarious agents. This shall not affect liability for injury to life, body and health, for breach of material contractual obligations and under the Product Liability Act. Essential contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract and on whose compliance the participant relies and may regularly rely. In the event of a breach of material contractual obligations, the claim for damages shall be limited to the typically foreseeable damage, unless such damage was caused intentionally or by gross negligence, unless it is a claim for damages arising from injury to life, body or health.

- 10.2. All claims against CU shall become time-barred within 6 months. The limitation period begins at the end of the month in which the final day of the event falls.
- 10.3. Should any of the above conditions be void, the remaining conditions shall nevertheless apply. They shall be interpreted in such a way that the sense and purpose of the conditions of participation are maintained, taking into account the economic interests of both parties.
- 10.4. These conditions of participation shall apply exclusively. General terms and conditions of the participant shall only apply to the extent that the CU has expressly agreed to them in writing.

11. Data protection

- 11.1. CU is entitled to store and process all data of the participant required for the correct execution of the event, as far as this is directly or indirectly necessary for the execution.
- 11.2. CU will provide information about the specifically stored data at any time upon request.
- 11.3. Each participant has the right to request the deletion of his/her data stored by the CU at any time. This right explicitly does not include data that must be stored by the CU in order to comply with legal requirements.
- 11.4. Zoom is used for online events. This is a tool of Zoom Video Communications Inc. from the USA. In the course of using Zoom, personal data is processed. When using the Zoom website and downloading the software, the provider is responsible for data processing. However, Zoom can also be used with the help of the Zoom app or via a browser version. In this case, the data made before or during participation will be processed. This includes, for example, first name, last name, participant IP addresses, and hardware information. Optionally, further information and recordings (video, audio, presentation, chat, survey function) can be stored. By registering, the participant agrees to this.

12. Copyright

- 12.1. CU may use the contributions submitted during the event after approval by the speaker and publish them e.g. on the website or in an event volume.
- 12.2. The use of the scripts, books, software and other teaching materials provided by CU is only permitted to the participant. The reproduction and/or use by third parties is not allowed according to § 53 UrhG. The participant is also not entitled to rent, lease or lend these materials.

13. Jurisdiction

- 13.1. The mutual rights and obligations arising from the contractual relationship shall be governed by the laws of the Federal Republic of Germany.
- 13.2. The place of jurisdiction is Charlottenburg (Berlin, Germany).

14. Salvatory clause

In the event that individual provisions of these Terms and Conditions of Participation are invalid, the validity of the remaining provisions shall remain unaffected. In case there is some misunderstanding on the content of this document the original German text applies.

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