General Terms and Conditions for online event registration



General Terms and Conditions for the online registration for events organized by DZDE

(Version 1.0, April 2018)

The following general terms and conditions (hereinafter referred to as "GTC") shall apply to events organized by *Deutsches Zentrum für Neurodegenerative Erkrankungen e.V.* (hereinafter referred to as "DZNE").

1. Registration and confirmation of attendance

- 1.1 Registration for an event organized by DZNE can take place online at https://events.dzne.de/index.php?Locale=en_GB. Upon registration, the registering person is free to provide the name of his/her employer (hereinafter referred to as "Attendee").
- 1.2 Upon receipt of his registration, the Attendee is deemed to be registered and will receive a document confirming attendance.

2. Cancellation of events and liability

- 2.1 DZNE reserves the right to cancel the event due to low demand or an insufficient number of Attendees (up to 15 days prior to the scheduled event) or for other important reasons DZNE is not responsible for. Important reasons are, in particular, the sudden illness of a lecturer or Force Majeure.
- 2.2 Claims for the compensation of travel/hotel costs and the loss of working hours are excluded.

3. Liability

Each Party shall be liable for any loss, damage or injury based on a breach of contractual obligation or tort due to or arising from that Party's wilful misconduct ("Vorsatz") or gross negligence ("grober Fahrlässigkeit). With respect to any loss, damage or injury based on a breach of contractual obligation or tort due to or arising from one Party's simple negligence ("einfache Fahrlässigkeit") that Party shall only be liable for breach of a material contractual obligation ("wesentliche Vertragspflicht") limited to the amount of the typical and foreseeable damage ("typischer und vorhersehbarer Schaden") at the time this Agreement was concluded. Material contractual obligations are deemed to be such obligations whose fulfillment is a precondition for the due execution of the contract and whose compliance the contractual partners can generally rely on. The aforementioned limitations and/or exclusions of liability do not apply in the event of claims for compensation for injury to life, body or health of a person nor in the event of claims under the product liability law ("ProdHaftG").

4. Right of modification

DZNE reserves the right to make, at short notice, changes to the content, methodology and organization of the program or the event as long as the usefulness of the event for the Attendees has not changed. DZNE shall be entitled to replace specific lecturers with other with similar qualified lecturers. Changes with regard to date and place of the event will be made known to the Attendees by DZNE as early as possible.

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5. Documents and copyright

5.1 DZNE does not guarantee that event documents are correct, up-to-date, complete and of sufficient quality if documents have not been drafted by DZNE.

5.2 If DZNE provides Attendee with documents (e.g. program leaflet, abstracts), he shall be explicitly informed that all documents referring to the event are subject to and protected by copyright. Any reproduction, distribution or publication of the documents requires the explicit prior written consent of the respective author.

6. Data protection

The Deutsche Zentrum für Neurodegenerative Erkrankungen e. V. (DZNE), Sigmund-Freud-Strasse 27, 53127 Bonn collects, processes and uses the personal data of Attendees to process their attendance of events organized by DZNE and to administrate the users of the online portal https://events.dzne.de/index.php?Locale=en_GB, and beyond that, only based on the voluntary and informed declaration of consent of the Attendee.

7. Online platform for extra-judicial mediation (section 36 of the German Consumer Dispute Resolution Act (VSBG))

As an online service provider of events DZNE is obliged to advise consumers of the platform for online dispute resolution (ODR) of the European Commission. The ODR may be accessed via the following link: https://webgate.ec.europa.eu/odr.

DZNE shall, however, not be involved in any dispute resolution procedure before a dispute resolution body for consumers.

8. Final provisions

- 8.1 DZNE reserves the right to change these GTC at any time. Modifications of these GTC shall be communicated to the Attendee in text form at least four weeks prior to their coming into effect. The respective GTC version in force may be accessed at https://events.dzne.de/index.php?Locale=en_GB. If the changes are not objected to within one month, they are deemed to be accepted. If objections are made in time, the contract shall continue to unchanged.
- 8.2 These GTC as well as the contractual relationship between the Attendee and DZNE shall be exclusively subject to German law. This choice of law shall apply to any consumer only to the extent that it does not limit any mandatory legal provisions of the country where he or she has his or her place of residence or habitual abode. The provisions laid down in the United Nations Convention on Contracts for International Sale of Goods (CISG) are excluded. Side agreements and amendments need to be made in writing to be effective.
- 8.3 For any legal actions resulting from business dealings involving merchants, legal persons under public law or special assets under public law, the place of jurisdiction shall be the registered seat of DZNE.
- 8.4 If any provision of these GTC is wholly or partially invalid or unenforceable for any reason, all other provisions will continue in full force and effect.