

General Terms and Conditions of Conventus Congressmanagement und Marketing GmbH for participating in congresses, meetings, symposia and conferences

Scope

The following terms and conditions regulate the contractual relationship between the participants and Conventus Congressmanagement und Marketing GmbH, represented by the Managing Directors Michaela Görls and Rajko Görls, Carl-Pulfrich-Straße 1, 07745 Jena (hereinafter referred to as: Conventus) as the responsible party for registration for the ESMRMB 2023. The Congress organizer is ESMRMB Office, Am Gestade 1, 1010 Vienna, AUSTRIA.

If a contract is concluded, a contractual relationship with the organize ESMRMB society, whose general terms and conditions may additionally apply, is established.

Deviating, contradictory or supplementary GTC shall not become part of the contract unless Conventus has expressly agreed to their validity.

Registration/Conclusion of contract

The participant registers for the respective parts of the event via the registration form on the event website.

By sending the fully completed registration form, the participant makes a binding offer to conclude a contract for participating in the selected programme items. Acceptance on the part of Conventus occurs through a booking confirmation and sending an invoice.

Eligibility for fee reductions must exist and be proven at the time of application. If no valid proof is provided, the regular participation fee will apply.

Conventus can only accept registrations within the limits of available capacities.

Scope of performance

The scope of performance arises from the programme items selected by the participant in the registration form.

Conventus' obligation to perform extends to granting the participant access to the programme items selected by the attendee.

For the selected parts of the programme, Conventus is neither organizer nor contractual partner; in this case Conventus has no obligation to perform, unless explicitly agreed otherwise.

Participation fee

For fee-based events, Conventus will send the participant an invoice at the same time as the registration confirmation. In this case, the invoice amount is due immediately.

The participation fee consists of the services selected by the participant in the registration form plus the statutory sales tax.

Changes to the events

The organizer shall be entitled to move the event or parts of the event spatially and/or temporally, to use other or comparable content instead of the announced content or to change the programme of the event, provided that the changes are insignificant and/or reasonable for the participant.

In the event of good cause, in particular if speakers are unable to attend or if the number of participants is too low, the organizer may cancel the event or individual parts of the event and extraordinarily terminate the contract. In this case, the performance obligations of the parties shall cease; the participant shall be refunded the participation fee already paid. A claim for reimbursement of travel and/or accommodation costs, as well as loss of work is excluded, unless such costs arise due to intentional and negligent behaviour on the part of the organizer. Further claims of the participant are excluded.

Force majeure

Unforeseeable, unavoidable events beyond the control of the organizer ("force majeure") shall release the organizer from the performance of the event. The same shall apply if circumstances of force majeure occur at the organizer's subcontractors.

Force majeure shall be deemed to exist, for example, in the event of strikes or lockouts, natural disasters, armed conflicts, terror, riots, uprisings, demonstrations, pandemics, refusal or delay of public permits or other circumstances for which the organizer is not responsible.

In the event of force majeure, the organizer shall be entitled to a right of withdrawal or an extraordinary right to terminate the contract without the participant having a claim for damages. Conventus shall refund the participation fee to the participant.

Furthermore, the organizer reserves the right in the event of force majeure, to move the event or parts of the event spatially and/or temporally, to use other or comparable content instead of the announced content or to change the programme of the event, provided that the changes are insignificant and/or reasonable for the participant.

Withdrawal

The participant may withdraw from the contract up to 4 weeks before the start of the event. Conventus' receipt of the notice of withdrawal shall be decisive for compliance with the deadline. The notice of withdrawal must be made in writing or text form by letter, fax or email (registrierung@conventus.de). In case of timely withdrawal, the participation fee will be refunded and a handling fee of 25 EUR will be charged. The refund of the participation fee will be made minus the processing fee.

If the participant does not declare their withdrawal at the latest 4 weeks before the start of the event, the participation fee will not be refunded.

Hotel reservation, disclaimer

Conventus is only an intermediary for hotel reservations and does not assume any liability for them. Rebookings/cancellations must be made directly with the hotel. The respective hotel's cancellation conditions apply.

Liability

The organizer is liable without limitation in accordance with the statutory provisions:

- a) for injuries to life, limb and health that are based on a negligent or intentional breach of duty by the organizer, their legal representatives or vicarious agents;
- b) for damages arising from the Product Liability Act (Produkthaftungsgesetz).

The organizer shall only be liable for slight negligence if an obligation is violated, compliance with which is of particular importance for achieving the purpose of the contract (cardinal obligation). These are obligations, the fulfilment of which is essential for the proper performance of the contract and compliance with which the other party to the contract regularly relies on and may rely on. This liability is limited to the contract-typical and foreseeable damages.

Any further liability of the organizer is excluded. Insofar as the liability of the organizer is excluded or limited, this also applies to the personal liability of its legal representative, vicarious agent or employee.

The limitation period for claims of the participant is one year, unless they are based on an intentional act of the legal representatives of the organizer, their agents or employees. The same applies to direct claims against the aforementioned persons.

Image and sound recordings by participants

The event-related presentations and documentation are protected by copyright and may not be reproduced, distributed and/or commercially used without prior written consent from the organizer and the respective speakers.

For all film and sound recordings intended during the event, the organizer's permission must be obtained in advance. Conventus accepts no liability for any inaccuracy in the content of the presentations and documentation.

Image and sound recordings by organizers

The organizer, radio and television stations as well as online and print media are permitted to make image and sound recordings of the general event happenings and to use them for reporting purposes. Participants or otherwise involved persons consent to the publication of the recordings for communicative purposes, including in social media. Any objection image and sound recordings concerning one's own person being made must be communicated to the person making the image or sound recordings on site.

Final provisions

Ancillary agreements require at least the text form to be effective.

The place of jurisdiction in dealings with entrepreneurs is the registered office of Conventus.

Insofar as translations of these GTC are made, only the German version shall be the legally binding version.

Applicable law, place of performance and jurisdiction

The law of the Federal Republic of Germany shall apply, excluding Uniform International Sales Law (CISG Agreement). To the extent permitted by law, Jena shall be the place of performance for all claims.

These General Terms and Conditions were updated on 19th of April 2023.