

General Terms and Participation Conditions for the event

12th European Wood-Based Panel Symposium

12 to 14 October, 2022

Grand Elysée Hotel Hamburg | Germany

Event Organizer

Fraunhofer Institute for Wood Research

Wilhelm-Klauditz-Institut WKI

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Ticketing and payment service

Lombego Systems GmbH

Frauentorstr. 3

99423 Weimar | Germany

1. General

1.1. These general terms and conditions are valid for the participation in and the thereby related ticket sales for the aforementioned event, organized by the aforementioned Organizer. They regulate the rights and obligations in connection with the participation in such an event by the contractual partner ("Participant").

These general terms and conditions shall apply exclusively unless otherwise expressly stipulated in the following provisions. Conflicting, deviating or supplementary provisions of the Participant have no validity and shall not become part of the contract, even if the Organizer does not expressly object to them.

1.2. The Organizer reserves the right to carry out changes and supplements to these regulations. Such changes and supplements shall receive validity through publication on this Internet website.

1.3. Institutes and research facilities of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27 c, 80686 Munich, Germany, court of registry: Amtsgericht München, register of associations No. VR 446 (hereinafter "Fraunhofer") are legally dependent entities of Fraunhofer. Events held by an institute or research institution shall therefore be deemed to be Fraunhofer events. All of the rights and obligations regulated in these General Terms and Participation Conditions shall therefore exist for and against Fraunhofer. Statements made by a Fraunhofer institute or research institution shall be attributed to Fraunhofer. The contact partner for events organized by an institute shall, however, remain the institute itself ("Organizer").

1.4 In addition to these General Terms and Participation Conditions, the security guidelines and house rules applicable at the location of the event must be observed.

1.5 The contractual language is English.

2. Registration and conclusion of contract

2.1. The registration for participation in the event is exclusively possible via the conference management & ticketing platform Converia of the ticket partner Lombego Systems GmbH.

2.2. Unless otherwise regulated in individual cases, with the completion and submission of the registration form provided by the Organizer, the Participant submits an offer to participate in the event. The effective submission of an offer by the Participant requires that the Participant has filled in all required fields in the order form (respectively marked with *) and has accepted these General Terms and Participation Conditions.

2.3. The contract for participation in the event shall only be deemed concluded once the ticketing partner has provided the Participant with a written confirmation via E-Mail. Changes and/or supplements to the contract must be made in writing. This also applies to the annulment of the written form clause.

2.4. Registration confirmations are generally binding and entitle the Participant to participate in the relevant event. A right to participate in certain parts of the program exists only if these have been expressly booked in advance. This applies in particular to program parts with a limited number of participants.

3. Prices

3.1. The price shown in the confirmation of participation (hereinafter: "participation fee") is the final price and is binding for the Participant.

3.2. The participation fee covers participation in the event program, including the catering offered. All prices include the applicable value added tax where applicable. Additional delivery and/or transportation costs do not apply unless they are shown separately. Costs for travel and accommodation shall be borne by the Participant.

3.3. In the case of special prices for concessions (students) being granted, this shall be stated specifically. The concession shall only be granted upon presentation of valid proof (student ID). The proof must be produced prior to commencement of the event. If proof cannot be provided, the participant must, at commencement of the event, pay the difference between the concession price and the full price in order to obtain admittance to the event.

4. Payment

4.1 Payment shall be made using the methods stated on the website. Should this lead to additional charges, these shall be stated specifically. All prices and fees are due immediately upon conclusion of contract and not later than the day of the event and are to be paid into the bank account specified in the invoice. The date of receipt of payment to the account is decisive.

4.2. In the case of payment via credit card (MasterCard, Visa), the participant will be asked to enter the card details during the payment process. The relevant credit card account will be debited during the following period to the sum of the ticket price including possible delivery charges. Please note that the following reference will be shown on the credit card invoice:

converia.de/ticketing Weimar DE

4.3. In the case of payment via bank transfer: Should the Participant fail to pay within 14 days of receipt of the invoice, the Organizer is entitled to withdraw from the contract. Should the Organizer withdraw from the contract, the Participant shall thereby lose the right to participate in the event.

4.4. In the case of a payment being retracted (e.g. due to lack of funds in the account specified in the order), the Participant shall be liable for all losses and expenses which may arise through the retraction of the payment. These include, in particular, the bank charges as well as a processing fee in the sum of 10.00 euros per retraction respectively for processing by the Organizer. In the case of an unwarranted retraction of payment via credit card, a processing fee of 50.00 euros shall be charged. In the case of payment retraction, the Organizer is entitled to withdraw immediately from the contract. The Participant shall thereby lose the right to participate in the booked event. Further claims of the Organizer against the Participant remain thereby unaffected.

5. Alterations, withdrawal/cancellation

5.1. Should the participant not wish to participate in the event, he is obliged to declare his withdrawal from the contract in text form (e.g. letter, E-Mail, Fax) to the Organizer. For letters, the date of the postmark is decisive for the time of notification, and in the case of Faxes or E-Mails, the date of transmission.

- a) In the case of withdrawal of the application up to and including 29th September 2022, reimbursement of the registration fee minus €100 for administration costs shall occur.
- b) In the case of cancellation at a later date, no reimbursement is possible.

5.2. If the registered Participant is unable to attend the event, the Participant has the possibility of naming, free-of-charge, a substitute person for participation. The Organizer must be provided with the name of the substitute person. For this purpose, the information required for registration must be sent to the Organizer in text form.

6. Services

6.1. The scope of contractual performance in the context of the respective event is stated in the relevant information documentation, registration forms (where applicable) and the participation confirmation provided by the Organizer.

6.2. If services are not provided in accordance with the contract, the Participant is entitled to remedial action. Defects must be reported immediately. Claims for reimbursement of the registration fee due to apparent non-provision of contractually-agreed service are to be submitted within 14 days following conclusion of the event.

6.3. The Organizer reserves the right to make changes to the content of the event program at short notice, provided that this is necessary and that the subject of the event is thereby not restricted, and to appoint in exceptional cases substitute speakers. The Organizer shall endeavor to announce changes in good time via E-Mail or on the corresponding official website for the event.

6.4 In the case of a contract partner not utilizing or only partially utilizing the offered services, no right to reimbursement of the registration fee exists.

7. Cancellation of the event / Change of date

7.1. The Organizer reserves the right to cancel or terminate the event in accordance with the following provisions due to insufficient number of participants and for other important reasons. This also applies to supporting and evening programs. An important reason is given if the Organizer cannot reasonably be expected to carry out the event, taking into account all the circumstances of the individual case and weighing up the interests of both parties. In particular, good cause shall be deemed to exist in the event of a justified risk of terrorist attacks, severe natural events, force majeure (e.g. acts of war, strikes, epidemics, operational disruptions), hindrance, and illness or death of a speaker or other persons who are essential for the content and implementation of the event program.

7.2. If the event is cancelled in accordance with paragraph 7.1, the obligation to pay a participation fee shall lapse. The Participant may demand reimbursement for payments already made. If the event is terminated, only a pro rata refund will be made. The Participant shall not be entitled to any further claims based on the cancellation or discontinuation, insofar as the Organizer is not responsible for the reason for the cancellation or termination.

7.3. In the case of postponement, the Participant is entitled to withdraw from the contract. The Organizer undertakes to inform the contractual partners via an address specified at the time of booking (by post, by E-Mail, by telephone, etc.) at its own discretion without delay, at the latest within fourteen (14) days after the Organizer has become aware of the rescheduling. The transmission of such information shall be deemed sufficient. Any futile travel expenses, hotel reservations, etc., shall only be reimbursed by the Organizer if the non-information of the participant concerning cancellation of the event is due to gross negligence or intent.

7.4. In the case of cancellation, the registration fee shall be refunded in full within 8 weeks. The same applies for withdrawal of the Participant as a result of the reasons stated in paragraph 7.3.

8. Copyright and other rights

8.1. The Organizer is entitled to hand out submitted contributions to the participants during the event, to make them publicly available on the event's website and to publish and distribute them in the conference proceedings. The presentations and provided event documentation are protected by copyright and may only be used for personal use within the meaning of § 53 UrhG (German copyright act).

Rights of usage shall only be transferred through the express written granting of usage rights. Reproduction, distribution, processing or public rendition in any form is categorically not permitted or requires the written permission of the Organizer.

8.2. Sound and video recordings and descriptions of the event, the event results in whole or in part are not permitted or require the written authorization of the Organizer.

9. Images/Photographs

9.1. The Organizer will make and use image and/or sound recordings (e.g. photographs or videos) during the event, including the supporting program, for the purpose of documentation, for accompanying and subsequent reporting, for post-event promotion and for announcing future events. The Organizer is entitled to provide the recordings to third parties (e.g. also to the press) for the aforementioned purposes and to publish them on media platforms (e.g. Facebook, Instagram and its own website). The participants of the event irrevocably and gratuitously grant their consent, for all present and future media, for the entitlement of the Organizer to create, reproduce, broadcast or have broadcast image and/or sound recordings of their person that go beyond the rendition of a current event, as well as to use them in audiovisual media.

9.2. The data processing is based on Art. 6 para. 1 p. 1 lit. f GDPR. The aforementioned purposes are legitimate interests within the meaning of the aforementioned provision.

10. Liability

10.1. The Organizer assumes no liability for the timeliness, accuracy and completeness of the information and content provided by third parties in the event documents. In particular, the Organizer assumes no liability for damages resulting from the application or transfer of what has been learned and/or conveyed during the event.

10.2. The Organizer shall be liable for intent and gross negligence. The Organizer shall be liable for slight negligence in accordance with the Product Liability Act as well as for damages resulting from injury to life, body or health of persons.

10.3. In the event of slight negligence, the Organizer shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), i.e. such obligations which enable the proper performance of the contract and on the observance of which the contractual partner may reasonably rely. In this case, the scope of liability is limited to the typically occurring, foreseeable damage. There shall be no liability for indirect damage, consequential damage or loss of profit. The limitation of liability shall also apply in the event of fault on the part of a legal representative or vicarious agent of the Organizer.

10.3. Liability for damage caused during travel to and from the event venue, as well as for losses and accidents, is excluded.

11. Data protection

11.1. The participant is fundamentally able to visit the event website without leaving personal data. Personal data is, according to Art. 4 No. 1 of the General Data Protection Regulation (GDPR), any information relating to an identified or identifiable natural person. Personal data is only collected if the Participant provides it of his or her own accord (e.g. when using services of the Website such as purchasing tickets or registering at the event, sending a message about the website or registering as a user of the website). The information is processed in order to be able

to identify you as a participant in the event, to check the plausibility of the data entered, to reserve your participation place and to establish or implement the contract on participation with you. Beyond this, no personal data will be collected.

11.2. The data collected from participants by the Organizer for an event shall be saved, modified and transmitted by the Organizer solely for the fulfillment of its own business purposes. The data processing is carried out upon your request and is necessary according to Art. 6 para. 1 p. 1 lit. b GDPR for the stated purposes for the fulfillment of the participant contract and for the implementation of pre-contractual measures.

11.3. By agreeing to these Terms and Conditions, the participant declares: I hereby consent to my personal participant data being stored by the Organizer in machine-readable form and, within the framework of the intended purpose of the organization of the event, being collected, used, processed and made publicly-accessible via the list of participants of the event. I am able to mask this data directly in the participant overview following participant registration or to revoke it via E-Mail to the Organizer at any time.

11.4. Name and contact details of the person responsible for the processing and of the company Data Protection Officer from the Organizer Fraunhofer:

Responsible in the sense of Art. 4 No. 7 GDPR is:

Fraunhofer-Gesellschaft
zur Förderung der angewandten Forschung e.V.
Hansastraße 27 c
80686 Munich | Germany

Email: info@zv.fraunhofer.de
Telephone: +49 (0)89 1205- 0
Fax: +49 (0)89 1205-7531

for its Fraunhofer Institute for Wood Research, Wilhelm-Klauditz-Institut WKI, Bienroder Weg 54E, 38108 Braunschweig

E-Mail: info@wki.fraunhofer.de
Telephone: +49 (0)531 2155-0
Fax: +49 (0)531 2155-334

Fraunhofer's Data Protection Officer can be contacted at the above address in Munich, Germany, marked for the attention of the Data Protection Officer, or at datenschutz@zv.fraunhofer.de.

You may contact our Data Protection Officer directly at any time, should you have questions about data protection law or your rights as a data subject.

11.5. In the case of paid events, the personal data collected by us for the event will generally be stored until the expiry of the regular limitation period of 3 years after the end of the year in which the event took place and then deleted.

11.6. If your personal data is processed on the basis of legitimate interests pursuant to Article 6 (1) sentence 1 lit. f GDPR, you have the right to object to the processing of your personal data pursuant to Article 21 GDPR, provided that there are grounds for doing so which arise from your particular situation or the objection is directed against direct advertising. In the latter case, you have a general right of objection, which will be implemented by us without specification of a particular situation.

Should you wish to exercise your right of objection, it is sufficient to send an E-mail to datenschutz@zv.fraunhofer.de.

12. Supplementary provisions

12.1. The Organizer would like to point out that in addition to its own General Terms and Participation Conditions, the General Terms and Conditions and the Data Protection Conditions for the use of the conference management & ticketing platform Converia from Lombego Systems GmbH by participants additionally apply and thus form an integral part of the aforementioned regulations. These are available via the following link:
<http://express.converia.de/agb>

12.2. The respective house rules at the venue location shall apply. The Participant shall follow instructions in the exercise of domiciliary rights. Smoking is fundamentally prohibited at the event location. This does not apply to specially designated open areas or rooms.

12.3. The Organizer is not obligated to provide Internet connections (W-LAN, LAN) within the scope of an event. If this is offered at the event location by way of exception, the terms and conditions for Internet access applicable on site shall apply.

12.4. At the event location and the associated grounds, any kind of advertising as well as the offering and sale of goods or services by the Participant shall only be permitted with the prior written consent of the Organizer. The Participant is responsible for his own references to the event (e.g. on the Internet). In this respect, he does not act on behalf of the Organizer.

12.5. In deviation from paragraph 12.4, participants who participate in the event by providing financial support or material resources (sponsors) shall be entitled to designate themselves as sponsors of the event. The details result from a separate agreement to be made between the Organizer and the sponsor. Participants and, in particular, sponsors are not entitled to designate themselves as sponsors, promoters or similar of Fraunhofer or any of its institutes. Organizer and sponsors are obliged to take into account the protection-worthy interests of the respective other party. This also applies following the conclusion of an event.

13. Final provisions

13.1. The laws of the Federal Republic of Germany shall apply, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and other legislation which is governed by German law due to or in execution of inter-governmental agreements or legislative supranational bodies insofar as they are not mandatory in nature. This also applies to claims arising from pre- and post-contractual obligations as well as legal claims which compete with contractual or pre- and post-contractual claims.

13.2. Should any provision of this contract be invalid or lose its validity as a result of circumstances arising at a later date, the validity of the remaining provisions shall remain unaffected. The invalid contractual provision shall be replaced by a provision which most closely resembles that which the contracting parties would have wanted had they considered the matter in question. The same shall apply to omissions in this contract. Changes to these terms and conditions must be made in writing. This also applies to the amendment of the written form requirement.

13.3. If the Participant is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with these General Terms and Participation Conditions shall be Munich.

13.4. These General Terms and Participation Conditions can be accessed here, saved and printed out.

Status: March 2021