

# **General Terms and Conditions to register for and attend the 4<sup>th</sup> European Conference on Donor Health and Management 15 – 17 September 2021**

## **The organiser is:**

### **Universität Hamburg**

c/o Herr Prof. Dr. Michel Clement

Fakultät für Betriebswirtschaft

Moorweidenstraße 18

20148 Hamburg

**vertreten durch Herrn Prof. Dr. Michel Clement**

(hereinafter referred to as Organiser)

## **In charge of implementing registration:**

Universität Hamburg Marketing GmbH

Represented by Dr. rer. Nat. René Vossen

Feldbrunnenstr. 9

20148 Hamburg

[kongresse@uni-hamburg.de](mailto:kongresse@uni-hamburg.de)

(hereinafter referred to as UHHMG)

## **1. Contracting parties and conclusion of the contract**

The Organiser offers and implements the 4<sup>th</sup> European Conference on Donor Health and Management 2021 and its accompanying programme (PhD/Doctoral Course). In principle, participating in the accompanying programme is at one's own risk and is covered by the Organiser's insurance policy.

UHHMG organises the event on behalf of the Organiser and conducts the registration processes for the conference (and accompanying programme) on behalf of the Organiser. Notwithstanding the above, the Organiser remains the participant's sole contract partner.

In order to register to attend the 4<sup>th</sup> European Conference on Donor Health and Management 2021, the following link must be used: <https://express.converia.de/frontend/index.php?sub=660> . Additional services (accompanying programme/workshops) can be booked via the aforementioned registration link or via e-mail to the address stated in sentence 1.

The contract concerning participation at the event or any additional services (accompanying programme) is not concluded upon registration; instead, the contract is considered concluded once UHHMG has sent the participant a separate confirmation e-mail. The send history report is deemed sufficient evidence that the confirmation was delivered properly.

**The number of participants is limited. Participants are registered on a first come, first served basis.**

## 2. Fees and due date

### 2.1. Participation fee/Ticketing

The ticket service Converia handles the processing of ticket sales in the name and on behalf of UHHMG. Please transfer the participation fee and any additional services (accompanying programme, workshops etc.) **within 14 days after registration** to:

**Beneficiary: Lombego Systems GmbH**

**Bank name: Deutsche Bank**

**BIC (SWIFT): DEUTDEDBERF**

**IBAN: DE06 8207 0024 0294 3504 00**

Please state clearly the participant's name and make sure the key word of your bank transfer includes the invoice number.

Receipt by Converia of the amount owed is decisive for determining whether the payment was made in due time.

Alternatively, the participant has the opportunity to pay the participation fee via the registration page by credit card or by using PayPal. Any bank fees and a handling fee of EUR 50.00 plus 19 % VAT in case of chargeback (claim of credit card payment by cardholder directly to credit card company) are charged to the participant.

**The participation fee due depends on the time of registration. If payment is made late, the participation price that applies at the respective time of payment receipt is due. Additional claims by UHHMG beyond this scope for default of payment remain unaffected.**

Pursuant to Section 4 (22) (a) German Value Added Tax Act (UStG), the participation fee allocated to participating in the main conference and/or workshops taking place in the scope of the conference is exempt from VAT.

UHHMG collects the participation fees on behalf of the Organiser on a trust basis. Bookings are based on the General Terms and Conditions above and on the notes on registering for the conference. Certificates of attendance/conference tickets are not issued until payment has been received in full. No responsibility is assumed for lost or unused documents, certificates of attendance or badges (admission tickets).

Any bank fees incurred in connection with the payment are charged to the participant. This also applies to remittance costs, if the participant or his legal representative and/or persons whom he uses to perform his obligation are responsible for the remittance; slight negligence is sufficient in this respect.

### 2.2. Registration for the PhD/Doctoral Course

If the participant has registered for the PhD/Doctoral Course (15<sup>th</sup> September), the participant must present proof of being eligible for participation (PhD proof or equivalent) to Organiser within 7 working days of registering. The proof can either be uploaded directly during registration or be sent per e-mail ([kongresse@uni-hamburg.de](mailto:kongresse@uni-hamburg.de)). If the proof of being eligible for the participation is not presented within the aforementioned period, the booking will be cancelled.

## 3. Cancellation

### 3.1. Cancelling attendance at the conference

The participant is entitled to cancel its attendance at the conference and, if applicable, the accompanying programme without stating reasons in accordance with the following provisions:

- a) If cancelled **until 1<sup>st</sup> July 2021** the participation fee is fully reimbursed less a handling fee of EUR 20.00 plus 19 % VAT of the participation fee per person.
- b) If cancelled **until 2<sup>nd</sup> September 2021** a lump sum cancellation fee amounting to 50% of the total amount will be charged. The participant is entitled, however, to furnish proof that the Organiser suffered less damage or none at all.

- c) If attendance is cancelled **from 9<sup>th</sup> September 2021** a lump sum cancellation fee amounting to 75% of the total amount will be charged. The participant is entitled, however, to furnish proof that the Organiser suffered less damage or none at all. The participant is also entitled to state to the Organiser the name of a substitute who will take over the booked arrangements in full. A handling fee of EUR 25.00 incl. VAT is due for changing a booking to another name; the change is made to the booking only once this amount has been paid and UHHMG has confirmed the change in writing.

Cancellation declarations shall be sent in writing or via e-mail to UHHMG as the representative of the Organiser to the following address:

Universität Hamburg Marketing GmbH  
Feldbrunnenstr. 9, 20148 Hamburg  
Tel: +49 40 42838-6879  
[kongresse@uni-hamburg.de](mailto:kongresse@uni-hamburg.de)

Receipt of the cancellation declaration by Organiser is decisive for determining whether a cancellation was made in due time. Any bank fees caused by the cancellation are charged to the participant.

#### **4. Cancellation, changes or postponement to the event**

4.1 The Organiser reserves the right to cancel the conference if the number of participants is too low or as a result of force majeure. If the event is cancelled, the Organiser inform the participants without undue delay. Participation fees already paid will be refunded immediately in this case, minus a handling fee of EUR 10.00 plus 19% VAT. Other claims by the participants beyond this scope are excluded unless the participant has suffered damages that were caused by the Organiser or its vicarious agents in an intentional or grossly negligent manner; such claims are limited to the foreseeable damage typical of such contracts.

4.2. If the conference has to be postponed to a date other than the originally planned date due to legal requirements, force majeure or comparable circumstances, the participant will be rebooked for the new date; the conditions of participation remain otherwise unchanged. The organiser will inform the participant via e-mail immediately of the necessity of the postponement and - as soon as this is determined - of the alternative date for the holding of the conference. The participant may cancel his participation within 14 days after notification of the alternative date without giving reasons. In this case, conference fees already paid will be refunded without undue delay. Any further claims of the participant are excluded, unless the participant has suffered damages caused by the organizer or his vicarious agents intentionally or through gross negligence; corresponding claims are limited to foreseeable damages typical for the contract. If the participant does not revoke his participation within the aforementioned 14-day period, the contract will be changed to the new conference date and otherwise continue to exist unchanged. In this case, the participant has no further claims against the organizer as a result of the postponement of the conference.

#### **5. Liability**

The Organiser is only liable for damage if such damage is caused by violation of a material contractual obligation or by intentional or grossly negligent conduct by the Organiser or its vicarious agents. In case of violation of a material contractual obligation, liability (also in case of negligent conduct) is limited to the foreseeable damage typical of such contracts. A material contractual obligation is defined as an obligation that is essential for the proper implementation of the contract or an obligation on the fulfilment of which the participant relied and may reasonably rely upon.

Any liability for compensation of damages beyond this scope is excluded. Liability for culpable injuries to life, limb or health as per the statutory provisions shall remain unaffected hereby. This also applies to the mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

#### **6. Privacy policy**

The participants' personal data is stored and processed under strict observance of the data protection regulations. The participants' personal data is stored and processed only to the extent required to implement and execute the

contractual relationship with the customer and for the duration that the Organiser is obliged by law to retain such data. Collecting, storing and processing the personal data of participants is unavoidable when registering to an event. The participants' data are only disclosed to third parties involved directly in managing the conference and if the organisational process requires (agent in charge of implementing the conference, hotel). Against this background, UHHMG undertakes to use the personal data made available by the Organiser exclusively for carrying out the contractual services.

## **7. Images/photographs**

Please note that film footage, photographs and audio recordings may be realised within the scope of the conference and accompanying programme. Such footage and recordings may be processed, used, exploited and published by the Organiser and UHHMG free of charge and without limitation concerning time and place for media coverage, including but not limited to photo galleries, reviews and illustrations. Upon registering, the participant consents to such recordings being used and grants the Organiser and UHHMG the right of use of the respective recordings without limitation concerning the time and place. Generally, names are not mentioned, but the Organiser and UHHMG reserves the right to use them.

## **8. Miscellaneous**

8.1. The place of performance is Hamburg; the place of jurisdiction for any claims either party may have against the respective other party is Hamburg, provided the participant is a legal entity.

8.2. Whenever written form is provided by these terms and conditions, sending an e-mail or a fax is deemed sufficient.

8.3 German law applies to all legal relationships resulting from registering to attend events offered by the Organiser, under exclusion of international private law and the UN CISG as adopted into German law.

8.4. The official language of the contract is German.

Last revised: 12<sup>th</sup> May 2021