



Conditions of participation for BAM events

The following conditions of participation regulate the contractual relationship between the persons participating in the event and the Federal Institute for Materials Research and Testing (BAM).

§ 1 Organizer

The organizer is the Federal Institute for Materials Research and Testing (BAM), Unter den Eichen 87, 12205 Berlin, Germany, hereinafter referred to as "BAM".

§ 2 Registration

- (1) Registration for participation takes place by registering via a participant management system provided by the eventmanagement.
- (2) The right to participate arises only after receipt of the confirmation of participation, which will be sent to the e-mail address provided during registration.

§ 3 Conditions of participation

During the entire event, the participating persons are subject to the instructions of the organizer. The instructions of the BAM staff must be followed.

§ 4 Cancellation

Cancellation of participation in a BAM event by the participating person:

- a) The participating person can cancel the participation accordingly as stored in the participant management system.
- b) A registration deadline is set by the organizer for each event. If the registration deadline has passed, the participating person is not entitled to the reimbursement of the participation fees.
- c) Cancellation of participation in a BAM event by the participating person must be sent to veranstaltungsmanagement@bam.de and confirmed by the event management.

§ 5 Cancellation and modification of events by the organizer

- (1) The event may be cancelled by BAM for good cause, in particular if the number of participants does not cover the costs or due to force majeure. Participants will be informed immediately and any fees already paid will be refunded in full. Further claims of the participating persons against BAM are excluded.
- (2) BAM is responsible for the design of the content and the course of the event.

§ 6 Exclusion of participating persons

BAM may exclude individual participants from the event for good cause, e.g. if they persistently disrupt the event or if no payment is made on time in response to a reminder (cf. also § 4 para. 3). In this case, there is no entitlement to a refund of any fees already paid.

§ 7 Image and sound recordings

- (1) Image and sound recordings as well as other recordings and transmissions of the events of any kind (video conference, radio, TV, Internet, loudspeakers, etc.) by the persons participating also require the prior written consent of BAM, subject to the consent of the copyright and ancillary copyright holders involved.
- (2) In addition, the participating persons declare their consent to the publication of the photographs for the purpose of reporting. The consent can be revoked at any time with effect for the future. In the event of revocation, the images of the person will be removed from the BAM website.

The revocation can be made by means of a simple written notice with reference to the corresponding event to the following address:

Federal Institute for Materials Research and Testing
Unit KM (Communication, Marketing)
Unter den Eichen 87, 12205 Berlin
or by email to km@bam.de.

- (3) In the case of publications on the Internet, we point out that these can be accessed worldwide. Further use by third parties can therefore not generally be ruled out. In the event of a revocation, complete deletion of the recordings and data from the Internet cannot therefore be guaranteed.

§ 8 Copyright

- (1) The event-related lectures and documentation are protected by copyright and may not be reproduced, distributed or commercially used in any form - not even in part - without the consent of the organizer and the respective speakers.
- (2) BAM assumes no responsibility or liability for any inaccuracy in the content of the presentations and documentation.

§ 9 Liability

- (1) BAM does not assume any duty of care for personal belongings.
- (2) BAM is only liable for damages caused by intent and gross negligence. Excluded from this limitation of liability are:
 - a) negligently caused property damage and financial loss due to the breach of a material contractual obligation. Material contractual obligations are those whose fulfillment characterizes the contract and on which the contracting party may rely. In the event of a breach of material contractual obligations, BAM's liability shall, however, be limited to the amount of damages foreseeable at the time of the conclusion of the contract and typical for this type of contract.
 - b) Damages due to injury to life and limb, body and health, as far as BAM is liable for damages according to legal provisions.
- (3) Insofar as liability is excluded or limited according to these provisions, this shall also apply to BAM's vicarious agents.

§ 10 Data protection

- (1) The personal data entered by the participating persons will only be used to the extent necessary for booking and processing the participation in the event.
- (2) BAM is granted the right to make or have made picture/video and sound recordings of event procedures or exhibited or used objects for the purpose of documentation or for its own publications (print and digital). Data will not be passed on for other purposes. In all other respects, the statutory data protection regulations will be complied with in the collection, storage and processing of data.
- (3) Further information on data protection at BAM can be found at (<https://www.bam.de/Navigation/EN/Services/Privacy-Policy/privacy-policy.html>).

§ 11 Final provisions

- (1) The exclusive place of jurisdiction for all disputes arising from this contractual relationship shall be Berlin, provided that an agreement on the place of jurisdiction is legally permissible.
- (2) The law of the Federal Republic of Germany shall apply.
- (3) Should one or more provisions be invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provisions, if possible, with provisions that correspond to the spirit and purpose of the Conditions of Participation.
- (4) Amendments to the contract must be made in writing. This also applies to the agreement of a deviation from the written form requirement.