

Conditions of Participation at ZBW Events

1. Scope of Application

1.1. The following conditions shall apply to all events hosted by the

ZBW – Leibniz Informationszentrum Wirtschaft

Düsternbrooker Weg 120

24105 Kiel

hereinafter referred to as “ZBW”

as organiser

that are organised and conducted by the ZBW and which the event visitor (hereinafter referred to as “Attendee”) attends. This shall include in-person and virtual events as well as events conducted in hybrid form. Unless otherwise agreed upon, these conditions shall also apply if the ZBW hosts events together with cooperating partners.

- 1.2. The target groups, venues and accruing attendance fees (if applicable) as well as limitations of the number of Attendees shall be indicated in the relevant current event announcements. Only the information related to the relevant event that is officially issued by the ZBW will contain binding data (date, times, contents) regarding the relevant event. The ZBW shall not assume any warranty with regard to information indicated in other publications.
- 1.3. When registering for an event, the Attendee shall acknowledge the GTC of the ZBW. Any deviating conditions of the contractual partner shall not apply unless the ZBW has confirmed them in writing. In such a case, individual agreements between the contracting parties shall have priority.

2. Registration for Events

- 2.1. The registration for events shall be carried out by means of an online registration form provided by a third party that is independent from the ZBW. The terms and conditions of the service provider shall apply “eveeno” (<https://eveeno.com/de/terms>).
- 2.2. Registrations shall, in principle, be considered according to the order in which they are received, until the maximum number of Attendees determined by the ZBW is reached. Registrations received after the registration deadline shall no longer be considered.

3. Attendance Fees

- 3.1. The indicated attendance fees shall exclusively cover the services described in the announcement text regarding the event.
- 3.2. The payment of the attendance fee shall be a precondition for attending the booked event.

3.3. The payment shall be made through eveno and shall be governed by the terms and conditions of eveno (<https://eveno.com/de/terms>).

4. Cancellations

3.1 Please submit any cancellations regarding booked events to the ZBW in text form (no personal signature required). The following cancellation fees shall apply:

- In the case of cancellations until 4 calendar weeks before the start of the event, no cancellation fees shall accrue;
- In the case of cancellations until 2 calendar weeks before the start of the event, the cancellation fee shall amount to 50% of the attendance fee;
- In the case of cancellations within 14 days before the start of the event or if the relevant person does not attend the event or ceases to attend the event early, the complete attendance fee shall be due.

3.2 The relevant time with regard to the cancellation shall be the time at which the ZBW received the relevant declaration.

3.3 The cancelling party shall be free to prove that the ZBW has suffered no or only a smaller damage.

3.4 If a substitute person is provided, the cancellation shall be possible free of charge, if the ZBW grants their consent and the substitute person acknowledges these conditions. Items 4.1 and 4.2 shall apply with the necessary modifications.

5. Cancellations or Changes of Events by the Organiser

4.1 The ZBW shall reserve the right to change the venue and/or time of events or to cancel them if the ZBW is not liable for the underlying reasons. The reasons for a change cancellation may, in particular, be the following:

- number of registrations too low;
- force majeure due to unforeseeable and unavoidable events not attributable to the ZBW;
- all restrictions with regard to conducting events in connection with the Covid 19 pandemic and the official measures related thereto;
- inability of referees/lecturers to attend the event without the possibility to provide a substitute person.

4.2. The ZBW shall inform without delay of any cancellation or significant change, whereby the contact details indicated upon the registration shall be used.

4.3. In the case that an event may not take place, the attendance fees already paid shall be refunded. The same shall apply if the Attendee is unable to attend the event at a proposed date to which the event was postponed.

- 4.4. Any claims for damages against the ZBW due to the cancellation or change of the event (e.g. changes of the content, adjustments regarding the venue and time) based on reasons that the ZBW is not liable for shall be excluded.
- 4.5. The ZBW shall reserve the right to change referees or the schedule of the event, which shall not result in any claims of the Attendees.

5. Wardrobe

- 5.1 At some selected events, the Attendees may leave clothes at the cloakroom for safekeeping. The Attendees will receive a cloakroom ticket from the cloakroom personnel. The clothes shall be returned to the person presenting the cloakroom ticket when presenting the ticket and without examining the entitlement of that person.
- 5.2 If the cloakroom ticket is lost, the items kept at the cloakroom may be returned only if the Attendee has proven or substantiated his/her entitlement thereto.
- 5.3 If clothes have been lost or damaged at the cloakroom, the cloakroom personnel shall be notified without delay. Any complaints made after leaving the event may not be accepted.
- 5.4 When providing the cloakroom ticket, the ZBW shall assume the liability for the grossly negligent or intentional infringement by the cloakroom personnel of the obligation to keep the clothes safe. The liability shall be limited to the current value of the clothes kept at the cloakroom. Cash and other items kept in the clothes shall not be covered by the liability. In principle, such items shall be left at the cloakroom on the Attendee's own risk.
- 5.5 In the case of events, at which no cloakroom with cloakroom personnel is offered, the ZBW shall not assume any liability for abandoned clothes and luggage.

6. Liability

- 6.1. The ZBW shall be liable for any intentionally caused damage due to the infringement of life, body or health and for any other damage attributable to an intentional or grossly negligent infringement of an obligation on the part of the ZBW or their statutory representatives or performing agents {*Erfüllungsgehilfen*}¹. Likewise, the ZBW shall be liable if they have infringed cardinal duties (contractual obligations the fulfilment of which enable the performance of the contract in the first place and on the fulfilment of which the contracting partner usually may rely on and the infringement of which jeopardises the achievement of the purpose of the contract).
- 6.2. In the case of an infringement of cardinal duties, the liability of the ZBW shall be limited to any damage that is typically and foreseeably to be expected, if the damage is based only on slight negligence and does not relate to life, body or health.

¹ Anm. d. Übers.: Erklärungen in geschweiften Klammern sind Anmerkungen des Übersetzers

6.3. In other respects, any liability – irrespective of its legal basis – of the ZBW and also of the performing and vicarious agents {*Verrichtungsgehilfen*} of the ZBW shall be excluded.

7. Image, Film and Audio Recordings

- 7.1 In principle, creating commercial image, film and audio recordings of all kinds during any event shall be prohibited. Commercial image, film and audio recordings shall require the prior written consent by the ZBW.
- 7.2 The ZBW shall conduct events in the scope of their statutory remit. During the events, image, film and/or audio recordings may be created for documentation and public relations purposes by the ZBW or retained third parties. The ZBW will process and publish in media (print and online media, including social media) the image, film and audio recordings that are created during the relevant event and on which Attendees may be recognisable in larger groups. For these purposes, the recordings may be passed on to third parties, in particular to cooperation partners of the ZBW.
- 7.3 The ZBW shall obtain consent from Attendees that are visible in the foreground of the recordings as central motif (e.g. during a presentation).
- 7.4 Attendees may object to the procedure of the ZBW in accordance with item 8.2 at any time upon the registration, or prior to or during the event (by mail, email, fax or through a personal declaration to the organisers on site). In such a case, the ZBW must not publish any recordings of the person concerned.

8. Copyrights

The events documents may be protected by copyright. This shall also apply to any possible documents and summaries created during the event. Reproductions, the transfer to third parties or any other use beyond providing information to the Attendees personally shall require the prior consent of the relevant author unless the materials are not already provided with a free license.

9. Data Protection

- 9.1. The ZBW shall process personal data indicated upon the registration exclusively for the purpose of conducting the event. The data processing on the part of the service provider in accordance with item 3 shall be governed by the terms and conditions of that service provider.
- 9.2. If the Attendee consents to further data processing upon the registration and/or in the scope of the event, the data will be processed for the purposes indicated in each case.

9.3. Other information and data protection issues, in particular regarding the contact addresses of the ZBW and the rights of data subjects, are available at <https://www.zbw.eu/en/data-protection> and on the website related to the event (if applicable).

10. Miscellaneous

- 10.1. In addition to these GTC, the house regulations of the venue shall be observed.
- 10.2. If any provision of these GTC should be or become invalid, the validity of the other provisions of these conditions shall remain unaffected. Instead, the provision shall be replaced with retrospective effect by a regulation that is permitted by law and comes as close as possible to the content of the original provision.
- 10.3. The place of jurisdiction shall be Kiel if the contracting partner is a business person, a legal person under public law or a special fund under public law. The same shall apply if the contracting partner does not have a general place of jurisdiction in Germany or the place of residence or habitual residence is unknown at that time at which the action is filed.