

Rat für Formgebung/German Design Council

General Terms and Conditions for Participation in Congresses and Seminars

(Status as of 01/2014)

1 REGISTRATION / PARTICIPATION CONTRACT

1.1 The registration for events must be made in writing. If registration is not performed on the internet, then it shall be sent either by letter, telefax or e-mail.

1.2 The registration is binding and will be processed in the order in which it has been received. The date received is the applicable one. In case of overbooking, the registrant shall be informed immediately. The contract for participation in the respective event shall be concluded through written confirmation of the registration.

2 PARTICIPATION FEES

2.1 A registration obliges payment of the respective participation fees. All prices are subject to value-added tax. The billing amount shall be payable upon receipt of invoice. The participation fee includes participation in the event, as well as documents and catering according to the respective program. Travel, overnight subsistence and accommodation expenses, are not included in the price.

2.2 Once you have received the invoice, please transfer the billing amount, thereby stating the invoice number, to our account at Deutsche Bank PGK AG. IBAN: DE48 5007 0024 0011 6137 00, BIC: DEUT DE DBFRA, Beneficiary: German Design Council

2.3 Participation in the event presupposes full payment of the invoice.

3 CANCELLATION / RESCHEDULING OF PARTICIPATION

3.1 Cancellations and changes in scheduling shall strictly be made in writing. If a participant is unable to attend, they may designate a substitute in writing.

3.2 A cancellation is free of charge up to four weeks before the registration deadline. In the case of cancellations within the 4-week period prior to the registration deadline, an additional processing fee amounting to EUR 100.00 plus value-added tax shall be charged. In the event of cancellations made after the registration deadline or participants' failure to attend, the participation fee shall be payable in full.

4 CANCELLATION / CHANGES BY THE ORGANISER

4.1 In exceptional cases, a postponement, program modification or change of speakers may be necessary. Such changes justify neither the withdrawal from participation, nor the reduction of participation fees.

4.2 If the German Design Council is forced to cancel an event due to important reasons (in this context, important reasons shall include, in particular, the presence of force majeure, the absence of a speaker and an insufficient number of participants), participation fees already paid shall be refunded. Any additional claims shall be excluded. In such cases, the organiser shall not be obliged to provide compensation, in particular for the participant's travel and accommodation expenses, as well as absence from work on the part of the participant.

5 RIGHTS

5.1 The German Design Council shall be entitled to own the exclusive, irrevocable and unlimited right of use for the rights and results of the event. All participant documentation as well as, if applicable, software provided before, during or after the event, shall not be reproduced, reprinted or passed on to third-parties, without the prior written consent of the organiser. All documents and scripts are solely for the personal use of the participants and are subject to copyright law. Deviations from these regulations pertaining to the right of use require a separate written agreement.

5.2 Picture, audio or film documentation, which was recorded by order of the German Design Council during events, shall be used by the German Design Council exclusively for documentation, reporting and advertising purposes. With the registration, the participant consents to this use. You may informally object to the use of material, which you can be seen or heard on, at any time; for example by sending a message via e-mail to the address info@german-design-council.de or in written form to the German Design Council.

6 IMPAIRMENT OF PERFORMANCE INVOLVING QUALITATIVE DEFECTS

6.1 If the German Design Council is due to circumstances attributable to its fault, unable to either perform services, not in accordance with the contract or incorrectly, the German Design Council shall be obligated to perform these services according to the terms of the contract within a reasonable time period, if and when the client contests this immediately, at the latest within two weeks after the rendering of service, in writing (an e-mail shall suffice as well) or verbally. If it fails to do so, the client is authorised to terminate the contract without notice.

6.2 Claims pursuant to Section 6.1 shall be time-barred 12 months after complete rendering of services or premature termination of the contract.

7 LIABILITY OF THE GERMAN DESIGN COUNCIL

7.1 The German Design Council shall be liable without limitation for personal damages attributable to its fault (injury to life, body or health) and in the case of property damages attributable to its fault, shall replace the expenses for the restoration of the items amounting to max. EUR 10,000.00 per damaging event and up to a total amount of max. EUR 25,000.00. In case of damages to data storage materials, the obligation to pay compensation shall not include expenses for the recovery of lost data and information.

7.2 Additional claims for defects, damages or reimbursement of expenses by the client, which have not been specifically mentioned in this contract, for whatever legal reason, in particular claims due to business interruption, lost profit, loss of information and data or consequential harm caused by a defect are excluded, unless there is mandatory liability in cases of deliberate or gross negligence, or due to the violation of essential contractual obligations. Compensation for damages and reimbursement of expenses due to violation of essential contractual obligations is, however, limited to the foreseeable damages typical for this type of contract, insofar as deliberate or gross negligence does not exist.

8 SECRECY, SUBCONTRACTS

8.1 The participant consents to the processing of his/her personal data, insofar as this is necessary for the fulfilment of the contract. The German Design Council processes and uses the gathered data and voluntary information in its portfolio, to inform about current offers and services. You have the right at any time to receive information about data that has been saved or processed about you. You can informally object to the use of your data at any time, for example by sending a message via e-mail to the address info@german-design-council.de or in written form to the German Design Council. As long as and insofar as they are not common knowledge, the German Design Council shall treat the data mentioned as confidential towards third-parties which are not involved with the fulfilment of the contract. These obligations shall remain following completion of the event as well.

8.2 The German Design Council is authorised to, without requiring the consent of the participant, place orders with subcontractors for the purpose of fulfilling its obligations.

9 SIDE AGREEMENTS, PLACE OF JURISDICTION

9.1 Side agreements must be made in writing.

9.2 The place of jurisdiction is Frankfurt am Main, if the German Design Council is a merchant in the sense of the German Commercial Code (Handelsgesetzbuch).

Rat für Formgebung | German Design Council Stiftung |
Foundation Messeturm Friedrich-Ebert-Anlage 49 60327
Frankfurt am Main