

General Terms and Conditions - Online and Offline Events

§ 1 Scope

1. These general terms and conditions (hereinafter referred to as the „**Terms**“) apply to your participation in any Dennemeyer owned or operated offline or online event, including webinars (hereinafter referred to as „**Event**“). By registering for the event, you agree to these Terms which form a binding legal contract between the Dennemeyer entity officially organizing the Event (hereinafter referred to as „**Organizer**“) and the Participant of the Event (hereinafter referred to as „**Participant**“).
2. The Terms apply to all services provided by the Organizer with regards to the Event. In submitting the registration form, Participant acknowledges the binding acceptance of the Terms. Opposing terms and conditions of Participant shall not become an integral part of the contract, even if those terms and conditions have not been expressly objected.

§ 2 Registration and Contract

1. The correct registration for the Event on the registration landing page is carried out by using the registration form provided for the respective Event (hereinafter referred to as „**Registration**“). The submission of the registration form represents a legally binding and irrevocable offer to the Organizer to attend the Event. Participation requires a correct Registration and an e-mail confirmation of Registration from Organizer, using the contact details provided at the time of Registration.
2. Organizer is not obliged to accept the Registration and reserves the right to decline the Registration without giving any reasons. A certain success from the Event is (typically) not guaranteed by the Organizer.
3. The Participant has no right to claim that a certain person performs the Event („**Speaker**“). Organizer is free in the selection of the Speaker during the Event and is entitled to delegate the performance of the Event to a commercial or freelance co-operation partner. In connection herewith, Organizer is entitled to subcontract with such third parties.

§ 3 Travel and Accommodation

Travel and accommodation cost (if any) and any other costs associated with the Event shall be borne by Participant alone.

§ 4 Cancellation, Postponement and Admission

1. Organizer may cancel or postpone an Event for good cause upon short notice. Good cause shall include, but is not limited, to the following reasons:
 - a. Participant fails to fulfil or grossly violates contractual obligations. In this case, the Organizer may exclude Participants from the Event with immediate effect combined with all consequences.
 - b. The contract is unenforceable.
 - c. Participants have become bankrupt or insolvency proceedings over the assets of Participants have in the meantime been commenced or the filing to start insolvency proceedings has been rejected due to insufficient assets.
 - d. The Speaker's impossibility to attend the Event and the impossibility to substitute the Speaker.

2. Organizer may (at its sole discretion) refuse admission to, or eject/block from the Event any person in its absolute discretion, including (without limitation) any person who fails to comply with these Terms or business ethics or who in the opinion of the Organizer represents a security risk, nuisance or annoyance to the running of the Event.

§ 5 Force Majeure

1. If the Organizer is prevented from carrying out its obligations for the Event the Participant registered for as a result of any cause beyond the Organizer's control, or such Event cannot be virtually conducted because of a software or issue with the hosting platform or due to acts of god, strikes, lockouts, labour disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively referred to as "**Force Majeure**"). Organizer shall have the right to immediately terminate, cancel, stop, shorten or postpone the affected Event without liability and shall be relieved of its obligations to the Participant. In such cases, Participants shall not be entitled to make any claims for damages of whatever kind against the Organizer.
2. If the Organizer will have to shorten or cancel an Event that will already have started as a result of Force Majeure or an administrative order, Organizer will at its sole discretion re-schedule the Event as reasonably possible in order to allow the Participant to attend.

§ 6 Photography, Recording and Videotaping

1. Organizer reserves the right to take screenshots or to make screen recordings during an online Event or to take picture and/or videotape during offline Events. Participants consent to the use of images, logos, brands, pictures, voices and items visible and/or hearable on such pictures, recordings and videotaping (as the case may be) for commercial, advertising and editorial purposes. **If Participants do not consent to this, they shall inform the Organizer via email (events@dennemeyer.com) before the start of the Event.**
2. Organizer reserves the right to take pictures and/or videotape during its offline Events.

§ 7 Copyright and Confidentiality

1. Any written material provided by the Organizer for or during an Event is protected by copyright and Participant is not allowed to partly or totally copy it or otherwise distribute it without Organizer's prior written consent.
2. Organizer expressly reserves all rights to the materials, results, calculations, etc. ("**Materials**") produced by the Organizer. Each duplication, publication, transmission to third parties or other use by the Participant requires the prior written approval by Organizer.
3. In such cases, the Participant is especially not entitled – not even in extracts – to make content-related or editorial amendments to such Materials or to use, copy, make publicly available or forward, upload to the internet or other networks (against payment or free of charge), to sell or use such Materials for other purposes. Any copyright notice, trademark or other mark may not be removed.
4. Speakers and employees of Organizer will not disclose to any third party or utilize without the Participant's written consent business and/or trade secrets that may come to their knowledge during the course of an Event.

§ 8 Participant's Obligations for online Events

1. Participant undertakes to be responsible for any technical requirements needed to enable Participant to access an online Event website, app or other platform (hereinafter referred to as "**Event Platform**") made available by the Organizer to facilitate the participation in an online Event. Organizer does not guarantee that the Event Platform will operate continuously, securely or without errors or interruption, and the Organizer does not accept any liability for its temporary unavailability. Organizer does not guarantee that the Event Platform and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties.
2. Participant must not attempt to interfere with the proper working of the Event Platform (for example, by attempting to circumvent security or tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device). Participant agrees to comply with any website terms of use and/or fair or acceptable use policies indicated on any website on which the Event Platform is hosted.
3. Commercial photography and recording by Participants during the event require explicit written consent by the Organizer.

§ 9 Organizer's Liability

1. If not stated otherwise, Participants shall have no damage claims towards the Organizer.
2. Organizer shall assume liability within the scope of statutory regulations for damages of Participants only, if these damages were caused intentionally, due to gross negligence or as a result of the breach of an essential contractual obligation by the Organizer. Essential contractual obligations are duties that need to be performed to achieve the objectives of the contract. The liability of the Organizer is limited to the amount and, if applicable, to the extent of a typically predictable damage, however, all substantial and identifiable circumstances must be taken into account.
3. Organizer shall not be liable for omissions, print and reproduction errors and design errors as well as errors occurring on any kind of communication carrier regardless of the nature of the communication carrier and the way it is distributed.
4. In any case, the Organizer's liability is limited to a total amount of EUR 500,00.
5. Participant's claims against the Organizer that have not been made in writing within 2 weeks from the end of an Event shall be excluded.
6. The restrictions of the previous provisions shall also inure to the benefit of the legal representatives and auxiliary persons of the Organizer, if claims are asserted directly against them.

§ 10 Participants' Liability

1. Participants shall be liable for damages of any kind which are caused by them, their legal representatives, or their auxiliary persons.
2. Furthermore, Participants shall be liable for ensuring that by their representation at an online Event no industrial property rights, copyrights and/or trademark rights or any rights of third parties are impaired. In case the Organizer is held liable for infringement of third-party rights, Participant shall release the Organizer from all liabilities and claims resulting from this infringement.

§ 11 Data Protection

Participants explicitly consent to using and processing of (personal) data submitted to the Organizer through the Registration for the purpose of administration of the Event. Furthermore, Participant agrees that this data shall also be stored and used for commercial, informational and advertising purposes by the Organizer as well as transferred to companies affiliated with the Organizer for the same purposes. The use and processing of Participant's personal data by the Organizer is performed in accordance with applicable data protection regulations, including the EU General Data Protection Regulation and in accordance with the Organizer's [Privacy Policy](#).

§ 12 Place of Jurisdiction

The place of jurisdiction for the enforcement of claims is the registered seat of the Organizer.

§ 13 Amendments

Provisions which differ from these Terms shall not be valid unless in writing and signed by the Organizer.

§ 14 Severability Clause

A potential invalidity of one or more provisions of these Terms shall not affect the validity of the remaining provisions. The invalid provision shall be deemed replaced by a valid provision that most closely reflects the economic interest in a lawful manner.