# General Terms and Conditions (GTC) for the Mobility Network Night presented by BROSE on 14 July 2022 in Frankfurt am Main

The Mobility Network Night presented by BROSE on 14 July 2022 in Frankfurt am Main is an event organised by fiedler & peter concepts GmbH (hereinafter also referred to as the "organiser").

The General Terms and Conditions in the version valid at the time of registration shall become an integral part of the contract between the organiser and the participant. They can be viewed in their current version on the website "www.mobility-networknight.com".

### § 1 Conditions of participation and scope of services

- (1) Participation in the programme is open to all persons over the age of 18.
- (2) Participants must be reachable by e-mail for communication with the organiser.
- (3) The exact scope of services is described on the homepage "www.mobility-networknight.com".
- (4) The organiser shall inform the participants of organisational measures by e-mail in good time before the start of the event.

#### § 2 Registration

(1) Registration for the Mobility Network Night presented by BROSE by fiedler & peter concepts GmbH (organiser) shall take place exclusively via the online ticket sales platform Eventbrite: <a href="https://mobility-network-night-by-brose.eventbrite.de">https://mobility-network-night-by-brose.eventbrite.de</a>

Registrations by fax, telephone, e-mail or in written form by post will not be accepted or are only bookable and possible as part of sponsorship packages via a central point on the sponsor/partner site.

- (2) Each participant must register independently. The information provided in the registration must be complete and truthful.
- (3) Once the online registration has been completed in full by the participant ("binding contractual offer"), he/she will receive confirmation of receipt of his/her registration by e-mail from the organiser via Eventbrite. This offer is based on the service packages and the supplementary information on the website <a href="https://www.mobility-networknight.com">www.mobility-networknight.com</a>.
- (4) A binding contract for participation in the Mobility Network Night presented by BROSE shall be concluded upon receipt by the participant of the acceptance of the contract offer declared by the organiser. This shall take place by e-mail or otherwise in text form (in writing, by fax, etc.). If the content of the acceptance differs from the content of the registration, this constitutes a new offer by the organiser, to which the organiser shall be bound for a period of 10 days from receipt by the participant. The contract is concluded on the basis of this new offer if the participant declares acceptance to the organiser in text form within the binding period.

## § 3 Participation fee and terms of payment

- (1) The amount of the participation fee is set out in the service description and the confirmation of participation. The participation fee for the Mobility Network Night presented by BROSE is 159 euros for the Early Bird Ticket if booked by 31 May 2022 and 249 euros if booked from 01 June 2022 including VAT. The participation fee is due for payment directly upon registration.
- (2) Without payment of the full participation fee or redemption of a voucher code via a sponsor package, the participant is not entitled to participate in the event.
- (3) Payment options are Paypal, instant bank transfer or payment by credit card.

#### § 4 Changes to services

- (1) Changes to the agreed content of the contract which become necessary after conclusion of the contract for an important reason and for which the organiser is not responsible are permitted insofar as the overall nature of the booked service is not significantly affected.
- (2) The organiser reserves the right to make changes to the programme if these are necessary for the safety of the participants due to circumstances beyond the organiser's control (e.g. force majeure).

## § 5 Conditions of participation, exclusion of a participant, termination without notice by the organiser

- (1) Participants must undertake to comply with the instructions and rules of conduct of the team on site.
- (2) The organiser may terminate the contract without notice for good cause and exclude a participant from further participation in the Mobility Network Night presented by BROSE.
- (3) Good cause shall be deemed to exist in particular if, despite a warning, a participant continues to disrupt the Mobility Network Night presented by BROSE to such an extent that further participation is no longer reasonable for the organiser or the other participants. This shall also apply if the participant fails to comply with objectively justified instructions.
- (4) The organiser shall not need to issue a warning to the participant if he/she disrupts the Mobility Network Night presented by BROSE in a particularly gross manner. This is particularly the case if the participant commits criminal offences against life and limb, sexual self-determination or the assets of the organiser's employees, service providers or their employees or other participants. Equal to this are insults and defamation, in particular towards the organiser, its service providers and employees as well as towards other participants during the event and also in the entire communication process.
- (5) If the participation contract of a participant is terminated for good cause, the organiser shall continue to be entitled to the participation fee, insofar as no saved expenses and advantages result from an alternative utilisation of the service(s). Claims for damages by the organiser remain unaffected.

## § 6 Cancellation of the event

Due to official orders, for safety reasons, in cases of force majeure (terror, epidemics, ...) or other important circumstances beyond the organiser's control, the organiser is authorised to make reasonable changes to the implementation of the event (for example the date of the event or the type and form of implementation) or to cancel the event. In the event of cancellation of the Mobility Network Night presented by BROSE due to force majeure, claims for damages by participants against the organiser shall be excluded.

### § 7 Liability of the organiser

- (1) The contractual liability of the organiser for damages that do not result from injury to life, limb or health shall be limited to three times the participation fee, insofar as damage to the participant has not been caused intentionally or by gross negligence, or insofar as the organiser is solely responsible for damage incurred by the participant due to the fault of a service provider.
- (2) The organiser's liability in tort for damage to property that is not due to intent or gross negligence is limited to three times the participation fee. The maximum liability amount applies per participant and event.
- (3) The above exclusions and limitations of liability do not apply to legal claims for damages due to the violation of data protection regulations.

## § 8 Data collection and utilisation

- (1) The personal data provided by the participants will be processed electronically for the purpose of implementing the contract (processing of the event). This applies in particular to the data required for payment processing (§ 28 Federal Data Protection Act). By registering, the participant consents to the processing of his/her personal data for this purpose.
- (2) With regard to the processing of personal data, the organiser complies with German and European data protection law (EU-DSGVO). Further information on the handling of your data can be found in our data protection declaration at:

https://mobility-networknight.com/en/datenschutz/

(3) The participant agrees that photos, film footage and interviews taken in connection with his/her participation in the event may be distributed and published in radio, television, print media, books, photomechanical reproductions (films, video cassettes, etc.) without any claim to remuneration. The participant may object to this by making an express declaration to the organiser. It is recommended to do this in writing, by fax or e-mail.

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Organizer:

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