

## **General Terms and Conditions of the AVK-TV GmbH**

### **1. Scope**

These General Terms and Conditions apply for the organisation of the AVK annual conference, open symposiums and seminars, such as in-house training of the AVK-TV GmbH at their own or at external event locations, or at their own or at external event locations of cooperation partners. Possible General Terms and Conditions of the contractual partner are not the subject matter of the contract, not even if the AVK-TV GmbH should not explicitly contradict them once again.

### **2. Participation**

The events of AVK-TV GmbH are open to all interested parties.

### **3. Registration**

The registration is binding, as soon as it is confirmed in writing (per e-mail) on the part of the AVK-TV GmbH. In case of events with the indication "Date by arrangement", an individual date is arranged with the registered participants. Unregistered appearance at an event is at one's own risk. There is no right to participate in events with a limited number of participants.

### **4. Payment terms**

The participation fee is due at the time of receiving the invoice, without any deduction. The payment is transferred to the account of AVK-TV GmbH stipulated on the invoice, stating the invoice number, the event date and the event location. Unless indicated otherwise, the participation fee is deemed to be per participant and event in addition to it being net of the statutory VAT.

The participation fee only includes an overnight stay if this is mentioned explicitly in the seminar description.

The participant can only offset counterclaims that are recognised by declaratory judgement, or those acknowledged in writing on the part of AVK-TV GmbH. The participant is only entitled to execute a right of retention, in as far as his claim is based on the same contractual relationship.

### **5. Cancellation**

Cancellations have to be made in writing.

Kindly bear in mind that in case of cancellations received by AVK-TV GmbH later than two weeks prior to the start of the event, 50% of the participation fee is payable as cancellation charges.

In case of cancellations received by AVK-TV GmbH later than one week prior to the start of the event, in case of failure to appear for the event, or in case of premature termination of participation, the complete participation fee is due. The participant may prove that no, or merely minor damage, has been suffered on the part of the AVK-TV GmbH owing to this cancellation.

It is possible to name a substitute participant.

**6. Execution**

The event is staged in line with the published programme contents, the applicable statutory provisions and recognised technical rules.

AVK-TV GmbH reserves the right to change speakers and / or to re-locate or change the course of the programme, as long as it does not change the aim of the event fundamentally.

There is no claim regarding the execution of an event by a specific speaker or at a particular event location. In case of in-house training, the event location is determined in advance, together with the client.

**7. Liability**

Should it be necessary to cancel an event on grounds for which AVK-TV GmbH is responsible (e.g. owing to sickness of the speaker or due to there being too few participants), the participants are informed immediately. Only the participation fees already paid are reimbursed. Additional claims are excluded. For material and financial losses, which the AVK-TV GmbH has to justify, they are only liable – irrespective of the legal ground – in as far as they can be accused of intent and/or gross negligence.

**8. Copyrights**

The documentation distributed to the participant is protected by copyrights. The copying, distribution or other use of the distributed documentation is only permitted with the explicit written consent of AVK-TV GmbH.

**9. Place of performance / place of jurisdiction**

The place of performance is the event location, notified to the participant in writing.

The place of jurisdiction for all legal disputes arising from the booking, with regard to business persons in the sense of the German Code of Commercial Law, is Frankfurt am Main.

**10. Data protection**

In view of the provisions detailed in the GDPR, please note that your personal data will be stored and used exclusively for the purpose of sending you information about the range of services provided by AVK. Personal data will be used exclusively within the parameters provided by the GDPR. This declaration of consent is voluntary and may be revoked at any time. Once AVK has received my revocation, the relevant data will no longer be used and processed, but will be erased.