

## **General Conditions of Participation for on-site Trainings, Seminars, Training Courses and Workshops, Symposia, Conferences (each an “Event”)**

The conditions of participation are part of the online registration for all on-site events.

### **1. Scope of Application**

The following conditions of participation apply in addition to the general terms and conditions of Energynautics GmbH and only apply to the legal relationship between the participant and Energynautics GmbH based on registration for the Event; further contractual relationships remain unaffected.

### **2. Registration / Invoicing**

The registration for participation in an Event must be made online on <https://conference-service.com/hybridworkshop2024/access.html>. No fees will be charged for online registration in addition to the participation fee. A claim for an admission to the event does not exist. The registration has to be made in English language.

The registration has to be made by filling out the fields in the online registration form for on-site events. The complete input can be reviewed on the summary page that will open up after completing the first page of registration. To correct input errors click on the tab “Your Order” on the top of the registration form. The registration process can be cancelled by simply closing the browser window. By clicking the confirmation buttons „Purchase now and proceed to credit card payment“ or “Purchase now and pay by bank transfer”, the declaration becomes binding. With completion of the registration process the participant accepts the conditions of participation, confirm their participation in the Event and undertake to pay the participation fee in due time.

Participants registering for discounted fees such as “Student”, “Speaker”, “Academics”, “Poster” or “Sponsor” and “Partner” must provide proof of their status:

- a) Academics: These rates are limited to full-time employees (faculty or staff) of academic institutions with a valid university ID. Academics need to send their proof directly after online registration to [registration@integrationworkshops.org](mailto:registration@integrationworkshops.org) in order to be granted the reduced academics fee.
- b) Discounted student fees are granted to students age 26 or younger only (not PhD students or post-docs). Proof of these conditions has to be provided to [registration@integrationworkshops.org](mailto:registration@integrationworkshops.org) before starting the online registration procedure. If approved, they will receive a student discount code for online registration at student ticket prices.
- c) Speakers and poster presenters need to enter at least one of their submission-ids in the respective text box during online registration. Only one speaker or poster presenter can

register per accepted and confirmed submission ID for speaker or poster presenter fee. The reduced fee only applies for the conference the speaker/poster presenter are presenting in. For the other events regular fees apply.

- d) Sponsors or partners need to be in possession of a valid sponsor or partner agreement detailing the number of free or discounted sponsor/ partner tickets. Only the contracted number of tickets can be purchased at the discounted sponsor or partner price.

Registrations will be considered in the order in which they are received. If the registration is accepted, the participant will receive a confirmation of registration and an invoice before the start of the Event. The participant will receive the contractual provisions together with information on the Event they have registered for.

The participation fee is due for payment immediately upon receipt of the invoice, at the latest within the payment period stated on the invoice. All payments have to be made in EURO and the participant shall bear all costs incurred by wire transfer. Payment options are: bank transfer (available until 22 April 2024) or credit card via our payment provider. If a credit card is used for payment the credit card statement will indicate a payment to Energynautics GmbH, Robert-Bosch-Straße 7, 64293 Darmstadt, Germany.

Costs and expenses regarding accommodation as well as travel to and from the Events' venue are to be borne by the participant. The Workshop Participation Fees includes the catering's day delegate rate (including soft drinks, delegate coffee breaks with finger food and drinks, delegate lunch on the days of the booked event day), even though they are listed separately in the invoice due to tax requirements.

Energynautics GmbH reserves the right to exclude a participant from participation if the amount invoiced has not yet been paid in due time, latest at the start of the Event, unless otherwise agreed.

### **3. Scope of Services**

The fee, unless expressly stated otherwise in the description, applies only to the planned Event, without additional services, such as accommodation, meals, et al. Energynautics GmbH will carefully and conscientiously select the lecturers according to the topics stated in the description. Energynautics GmbH reserves the right to replace the lecturer stated in the description with another lecturer and, in exceptional cases, to reschedule the scheduled date to another date.

### **4. Withdrawal or Cancellation of Participation / Change of Participant / amendments**

The participant may cancel their registration or withdraw from the contract in writing and shall direct their written cancelation or withdrawal to Energynautics GmbH, Robert-Bosch-Straße 7, 64293 Darmstadt, Germany at [registration@integrationworkshops.org](mailto:registration@integrationworkshops.org). The date of receipt by Energynautics GmbH is decisive for compliance with the following deadlines.

For cancellations prior to or on 5 March 2024, a cancellation fee of 30% of the fee will be charged. For cancellations later than 5 March 2024 and prior to or on 2 April 2024, a cancellation fee of 50% of the fee will be charged. For cancellations later than 2 April 2024 and prior to or on 23 April 2024,

a cancellation fee of 75% of the fee will be charged. In case of cancellation later than 23 April 2024 or in case of non-attendance of the Event, the full fee is due for payment.

The participant is entitled to change or amend the registration such as the person(s) participating in the Event or the contact details. For all changes or amendments to the registration a processing fee in the amount of EUR 75.00 (including VAT) is due.

In view of the current Coronavirus (SARS-CoV-2) situation, we grant our participants a change from the on-site ticket to virtual ticket (non-moderated online stream of session A) for the booked event(s) under certain conditions:

1. the participants have been diagnosed with an infection with the Coronavirus (SARS-CoV-2) in the last 28 days before the start of their booked event or
2. the participants are demonstrably under medical or health quarantine
3. the participants are demonstrably not allowed to enter the Azores due to the current travel restrictions of the Azores against the Coronavirus
4. the participants would need to enter a quarantine of more than 3 days due to the current travel restrictions of the Azores against the Coronavirus

In either of these cases, their due payment will be reduced to the amount of the current virtual ticket rate plus processing fee (EUR 75.00 (incl. VAT)).

Alternatively, Energynautics GmbH offers for the above cases that another employee of the same company can attend the event without processing fee. Expenses for travel and hotel as well as other damages are not covered by Energynautics GmbH.

In all cases, the participant reserves the right to prove that Energynautics GmbH has incurred no or only minor damage.

## **5. Cancellation of an Event**

If an Event has to be cancelled for unforeseeable reasons, Energynautics GmbH will inform the participant immediately and refund any participation fees already paid. In any case, liability is limited exclusively to the participation fee. Claims for damages of any kind against Energynautics GmbH due to the cancellation of an Event are excluded unless they have been caused by gross negligence or intent on the part of Energynautics GmbH.

## **6. Minimum number of participants**

If a minimum number of on-site participants or specific lecturers are stated in the description of the Event on the Events website, Energynautics GmbH is entitled to cancel the Event if the minimum number of participants is not reached by 23 April 2024 or the specific lecturer is not available.

## **7. Liability**

A liability of Energynautics GmbH or its vicarious agents shall only be given, for whatever legal reason, if Energynautics GmbH has acted grossly negligently or intentionally. This does not apply to damage to life, limb or health. Any liability of Energynautics GmbH for non-fulfilment of the participant's expectations regarding a specific content within the general topic of the Event shall be excluded.

## **8. Event Attendance**

### **8.1. General Regulations**

All tickets and Event materials will be given to the participant upon check-in at the Event venue. Participants are requested to wear their congress badges all the time for identification and admittance to the conference rooms.

Each participant is responsible for their own actions during the Event and is liable for all damages caused by themselves regarding the property of Energynautics GmbH and/or other third parties, including other participants.

Private filming (e.g with smart phones, tablets or any other devices) of the Events' sessions by the participant is expressly not allowed at the Events.

Participants are expected to follow the instructions of Energynautics GmbH as well as its representative agents. In case a participant infringes such instructions or violates the Event policies, they will be given notice, and, in case of recurrence, they may be excluded from the Event. In particularly serious cases, the participant may be excluded without prior notice. If a participant is being excluded from the Event, the participation fee will not be refunded.

### **8.2 COVID-19 Regulations**

We adhere to the regulations of the Azores valid at the time of the event. Only symptom-free persons, who are not under quarantine are allowed to participate.

If a participant develops symptoms with suspected COVID-19 or a positive rapid test result during the event or in the 5 days following the event, the participant must inform the organizer immediately.

## **9. Rights of Use**

9.1 The content of the services provided in digital form as part of the Event ticket including all texts, videos, images, graphics in any working papers and documentations (collectively "**Documents**") is protected by copyright and may not be reproduced or made publicly accessible in whole or in part without our consent.

9.2 The Documents of the selected Event are available as a one-time download to an Internet-capable terminal (papers, handouts) or as time-limited stream of the recorded videos (video-on-demand) for the own purposes of the Customer. The download, stream and use of the Documents is limited to the registered Customer. Any commercial distribution, in particular the sale, rental, leasing or lending of Documents is not permitted.

9.3 The Customer shall be liable for all damages caused by a third party using their access data to Documents, if and to the extent that the Customer is held responsible for this abuse. The Customer shall bear the burden of proof that they are not responsible for any abuse of their access data to the Documents by third parties.

9.4 In the event of substantial breaches of the Customer's duties of care as defined herein we may (temporarily) block the Customer's access to the Documents. The Customer will be informed thereof by email.

9.5 In case, due to a technical service malfunction within our responsibility, the documents cannot be provided, the Customer shall not be entitled to Replacement Services or any other compensation.

## **10. Inclusion of the General Terms and Conditions of Energynautics GmbH**

The General Terms and Conditions of Energynautics GmbH apply in addition to these Conditions of Participation. Insofar as deviating provisions have been made, the provisions of the Conditions of Participation shall take precedence. The General Terms and Conditions of Energynautics GmbH are available at [https://integrationworkshops.org/2022/wp-content/uploads/sites/26/2019/01/General\\_Terms\\_and\\_Conditions\\_Energynautics\\_GmbH.pdf](https://integrationworkshops.org/2022/wp-content/uploads/sites/26/2019/01/General_Terms_and_Conditions_Energynautics_GmbH.pdf)

The General Terms and Conditions of a participant or any other third party shall not apply, even though Energynautics GmbH has not expressly rejected their application. This shall apply in particular in the event that Energynautics refers or replies to a notice of the participant (e.g. a letter, fax, e-mail or similar document) which contains terms and conditions of the participant or any third party or which refers to such terms and conditions of the participant or any third party.

## **11. Place of jurisdiction and applicable law**

Inclusion and interpretation of these terms and conditions as well as conclusion and interpretation of legal transactions with the participant shall be governed exclusively by the laws of the Federal Republic of Germany. The place of performance for all claims arising from the contract shall be the place of the Event. The exclusive place of jurisdiction for all disputes shall be the registered office of Energynautics GmbH, insofar as the participant is a registered trader, the participant has no general place of jurisdiction in Germany or the customer is a legal entity under public law or a special fund under public law.

## **12. Additional agreements / severability clause**

Changes to the concluded contract must be made in writing – email is sufficient; this also applies to changes to the written form clause. The participant confirms with the completion of the registration that no verbal or written ancillary agreements have been made. Should one of the provisions of these conditions of participation be invalid, the validity of the remaining provisions shall not be affected.