

A II General Terms and Conditions for Online Events of the Fraunhofer-Gesellschaft for the Promotion of Applied Research e. V

1. Gelt area

- (1) These General Terms and Conditions for Events apply to online events ("hereinafter also referred to as "Event") organized by the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastrasse 27 c, 80686 Munich, Germany, Register Court: Munich Local Court, Association Register No. VR 446, or its institutes or research facilities (hereinafter "Fraunhofer"). They regulate the rights and obligations in connection with the participation in such an event by the contracting party (hereinafter "Participant").
- (2) Online events are digital events whose participation takes place exclusively by means of a terminal device via the Internet.
- (3) Fraunhofer institutes and research facilities are legally dependent entities of Fraunhofer. The events of an institute or research institution are therefore deemed to be Fraunhofer events. All of the rights and obligations governed by these General Event Terms and Conditions therefore exist for and against Fraunhofer. Statements made by an institute or research institution of Fraunhofer shall be attributed to Fraunhofer. However, the contact person for events organized by an institute shall remain the institute itself (hereinafter "organizer").
- (4) These General Terms and Conditions for Events apply exclusively, unless otherwise expressly stipulated in the following provisions. Conflicting, deviating or supplementary provisions of the participant shall not become part of the contract, even if Fraunhofer does not expressly object to them.
- (5) Insofar as a contractual relationship with a third party is required for the technical implementation of the event (e.g. registration and/or user account with online service provider), the respective terms of use and/or general terms and conditions of this third party must also be taken into account. Insofar as the services of the third party are concerned, Fraunhofer shall not become a contractual partner.
- (6) The contract language is German.

2. Subject of the contract

- (1) The subject of these General Event Terms and Conditions is the participation in an event by the participant, the implementation of the event as well as the provision of any event-related services by the organizer.
- (2) The content, schedule and other details of an event can be found in the respective event description (cf. Item 7).

3. Anmeldung; Conclusion of Contract

- (1) Registration for an event can be made via websites used for this purpose by Fraunhofer or the organizer or via registration forms provided.
- (2) Unless otherwise stipulated in individual cases, the participant makes an offer to participate in the event by completing and submitting the registration form provided. A contract for participation is concluded with the acceptance of this offer by the organizer.

comes into effect. Acceptance takes place by means of a confirmation of registration, which is sent by e-mail or post.

- (3) In the case of online registration, the participant will receive an automated confirmation by e-mail that his/her registration has been received. This e-mail does not yet constitute acceptance within the meaning of paragraph 2.
- (4) Registration confirmations are generally binding and entitle the participant to attend the event in question. A right to participate in certain parts of the program exists only if these have been expressly booked in advance. This applies in particular to program parts with a limited number of participants.

4. Technical Requirements, Participant's Obligation to Cooperate

- (1) Participation in an online event requires an Internet connection, an end device including a corresponding common web browser or, if applicable, further software (in each case in accordance with the state of the art). The exact technical requirements for participation can be found in the organizer's event description or will be sent to the participant by e-mail before the start of the event.
- (2) The participant is responsible for fulfilling the technical requirements. If the participant does not meet the technical requirements or if technical malfunctions occur during the online event for which the participant is responsible, this does not release the participant from any obligation to pay.

5. Registration, availability

- (1) If a separate registration is required for participation in the online event, the organizer will inform the participant accordingly in good time before the event.
- (2) If the participant receives access data for participation in the online event, the participant may not pass this access data on to third parties. The participant is obliged to treat access data confidentially and to protect it from access by third parties. The participant is obliged to inform the organizer immediately if there are indications of misuse of the access data by third parties.

- (3) In the case of free participation in online events, the organizer reserves the right to deny access to the event, if necessary only temporarily and/or for parts of the online event, if the technical capacities require this.

- (4) Online events are generally only available in real time on the scheduled date and cannot be accessed retrospectively.

6. Contract information

- (1) You can retrieve, save, and print these General Event Terms and Conditions for online events. We save the text of the contract (contract information and conditions of participation). Your contract information (booked event; participants, participation fee, if applicable) can be added to your registration confirmation.

take out. Your contract information is not available online.

7. Event description

- (1) Content, schedule and other details of an event result from the respective event description of the organizer.
- (2) Changes in the program schedule and/or content Program changes for important reasons remain reserved. The organizer endeavors to make changes in good time by e-mail or on the corresponding official website about the event or the institute.

8. Participation fee; due date, reduction

- (1) For paid events, the participant is obliged to pay the agreed participation fee. The amount of the participation fee results from the Event Description.
- (2) The participation fee as well as a possible accruing Exam fee will be charged as follows:
 - a. for online seminars usually by at the latest two weeks after End of event with immediate Payment term invoiced
 - b. For on-demand, as well as blended learning seminars, invoicing takes place with receipt of the access data to our Training Platform.
- (3) The participation fee covers the participation in the Event program compensated.
- (4) A set-off against claims of Fraunhofer is only permitted admissible, if the counterclaim is undisputed or has been legally established, is not disputed by Fraunhofer or is recognized or is in a close synallagmatic relationship to Fraunhofer's claim.
- (5) The participant may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (6) Changes in the program schedule or content Program changes for important reasons authorize not result in a reduction of the participation fee.

9. Right of withdrawal

If you are a consumer, you have a statutory right of withdrawal, which we inform you about in the following. A consumer is anyone who enters into a legal transaction for purposes that can predominantly be attributed neither to his commercial nor to his independent professional activity (§ 13 BGB).

Widerrufsbelehrung	
Widerrufsrecht	You have the right to revoke this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.
	To exercise your right of withdrawal, you must send us
	Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. Academy und Transfer in die Gesellschaft – Europäisches Lernlabor Batteriezzelle der Fraunhofer FFB Hansastraße 27c, 80686 München Telefon +49 89 1205 1555

Muster-Widerrufsformular

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Hansastraße 27c, 80686 München
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Fax +49 89 1205 77 1555

Ende der Widerrufsbelehrung

10. Cancellation by participant; designation of a representative

- (1) A contractual right of rescission or termination for the Participant is not agreed.
- (2) If the participant is unable to attend the event - for whatever reason - the Participation fee nevertheless due and already performed Payments will not be refunded. This also applies if the participant can cancel his participation before Event start date canceled.
- (3) In derogation from paragraph 2, the organizer may make a Reimbursement of the participation fee in full or in part provide for. Further details can be found in the respective event description.
- (4) A binding registration can be cancelled in principle. Cancellation must be made in writing to the organizer and sent to the above address in Munich.

In the case of on-demand seminars and blended learning seminars, free cancellation is only possible as long as you have not yet received your access data to our online training platform.

By our Regular Online Seminars
free cancellation of participation with access is possible until two (2) weeks before the start of the event.

- If the cancellation is made at a later date, the applicable cancellation fee will be calculated as follows:
- a. Upon receipt up to seven (7) working days prior to the start of the event, a cancellation fee of 50% of the original participation fee will be due.
 - b. Cancellation at a later date, six (6) days or more prior to the start of the event, is possible for a cancellation fee of 100% of the original registration fee.
- (5) Notifications of non-participation must be sent to the organizer in text form (e.g. letter, fax, e-mail). The date of the postmark or, in the case of faxes or e-mails, the date of transmission shall be decisive for the date of notification.
 - (6) Refunds will be made within 2 months after the end of the event - unless otherwise agreed - using the payment method used at the time of booking. If bank transaction fees are incurred due to a refund, these are to be borne by the participant.
 - (7) If the participant cannot attend the event, he/she is entitled to name a representative to attend the event instead of him/her. The representative must be named to the organizer. For this purpose, the information required for registration must be sent to the organizer in text form.
- 11. Abservation by the organizer, withdrawal of the organizer**
- (1) The organizer reserves the right to cancel or terminate the event for good cause in accordance with the following provisions. An important reason exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the organizer cannot reasonably be expected to carry out the event. In particular, an important reason is given in the case of justified danger of terrorist attacks, violent natural events, force majeure (e.g. acts of war, strikes, epidemics, operational disruptions), prevention, illness or death of a speaker or other persons who are essential for the content and implementation of the event program.
 - (2) If the event is cancelled in accordance with paragraph 1, the obligation to pay a participation fee shall lapse. The participant may demand reimbursement for payments already made. If the event is cancelled, only a pro rata refund will be made. The participant is not entitled to any further claims due to the cancellation or termination, insofar as the organizer is not responsible for the reason for the cancellation or termination.
 - (3) If the number of registrations for the event is so low that it is economically unreasonable for the organizer to hold the event, taking into account the event format and the planned framework conditions for this (e.g. number of speakers), the organizer is entitled to declare its withdrawal from the event and to cancel it.
- 12. Disruption of the technical infrastructure**
- (1) The participant is obligated to refrain from any activity that is intended or suitable to disrupt and/or excessively overload the online event or the technical infrastructure behind it.
- 13. Work and sales activities**
- (1) During the event, any kind of advertising as well as the offering and sale of goods or services by the participant is only permitted with the prior written consent of the organizer.
 - (2) The participant himself is responsible for his references to the event (e.g. on the Internet). In this respect, he does not act on behalf of the organizer.
- 14. Sponsoring**
- (1) In deviation from Clause 13, Paragraph 1, participants who contribute to the event through financial support or in kind (sponsors) may designate themselves as sponsors of the event. The details result from a separate agreement to be made between the organizer and the sponsor.
 - (2) Participants and, in particular, sponsors are not entitled to refer to themselves as sponsors, promoters or similarly of Fraunhofer or any of its institutes.
 - (3) Organizers and sponsors are required to take into account the interests of the other that are worthy of protection. This also applies after the end of an event.
- 15. Bild and/or sound recordings**
- (1) The organizer will make and use image and/or sound recordings (e.g. photographs or videos) during the event, including the supporting program, for the purpose of documentation, for accompanying and subsequent reporting, for post-event promotion and for announcing future events. The organizer is entitled to provide the recordings to third parties (e.g. also to the press) for the aforementioned purposes and to publish them on media platforms (e.g. Facebook, Instagram and its own website).
 - (2) The organizer will ensure that personal rights of a participant are not violated in the use and exploitation of images and / or sound recordings.
 - (3) The participant is not permitted to make visual and/or audio recordings of the online event (e.g. screenshots, recordings).
- 16. Event material; copyrights and rights of use**
- (1) The organizer is entitled to transmit submitted contributions to the participants within the framework of the event, to make them publicly available on the website of the event and to publish and distribute them in the conference proceedings of the event.
 - (2) Event documents transmitted to participants are protected by copyright. Reproduction, distribution or publication of these documents is not permitted. Reproduction of the documents is permitted without the express consent of Fraunhofer exclusively for private purposes within the meaning of Section 53 of the German Copyright Act (UrhG).
- 17. H aft er**
- (1) The organizer assumes no liability for the timeliness, accuracy and completeness of the information provided by third parties in the

information and content provided in the event documents. In particular, the organizer assumes no liability for damages resulting from the application or transfer of what was learned and/or taught during the event.

- (2) The organizer is liable for intent and gross negligence. For slight negligence, the organizer is liable in accordance with the Product Liability Act as well as for damages resulting from injury to life, body or health of persons.
- (3) In the event of slight negligence, the organizer shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), i.e. such obligations that enable the proper performance of the contract and on whose compliance the contractual partner may regularly rely. In this case, the scope of liability is limited to the typically occurring, foreseeable damage. There shall be no liability for indirect damage, consequential damage or loss of profit. The limitation of liability shall also apply in the event of fault on the part of a legal representative or vicarious agent of the organizer.

18. Privacy

The organizer processes personal data collected in connection with registration and participation in the event in compliance with the applicable data protection regulations. Further information, in particular on the purposes and scope of processing, as well as the rights of data subjects, can be found in the [data protection notice Riseup.p_d_f.](#) [PDF 0,16 MB] ([fraunhofer.de](#)) and [privacy policy \(fraunhofer.de\)](#) of the organizer, each of which will be referred to when registering for the event.

19. Final provisions

- (1) Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- (2) Changes to these terms and conditions must be made in writing. This also applies to the amendment of the written form requirement.
- (3) German law shall apply to all claims arising from or in connection with these General Event Terms and Conditions.
- (4) If the participant is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with these General Event Terms and Conditions shall be Munich.