

### **41<sup>st</sup> International Vienna Motor Symposium 22-24 April 2020**

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#### **1. Organiser:**

Austrian Society of Automotive Engineers (ÖVK), Elisabethstrasse 26/24, 1010 Vienna, VAT no.: ATU69791567

Email:

General enquiries: info@oevk.at

Enquiries regarding registration: motoren[YEAR]@vb-mice.at (Please insert the relevant year of the Motor Symposium into the email address. Example: motoren2020@vb-mice.at)

#### **2. Applicability:**

The following “General Terms and Conditions” shall apply to the business relationship between the *Austrian Society of Automotive Engineers* and the participants of the *International Vienna Motor Symposium*. Deviating regulations shall be in writing in order to be valid. By registering for the Symposium the participant accepts these General Terms and Conditions and agrees to be bound by them. All formulations using the masculine form shall refer to both women and men equally.

The language of the General Terms and Conditions shall be German; an English translation of these General Terms and Conditions is available; in the case of doubt the German version shall prevail.

#### **3. Services:**

The type and scope of the services shall depend on the information on the website and in the valid programme. Registration for the *International Vienna Motor Symposium* neither includes reservation of a hotel room nor the participants' transfers upon arrival and for departure.

The registration fee includes attendance at the Symposium, access to the exhibition, lunch, coffee during breaks on Thursday and Friday and the conference documents. Moreover, the participants may register free of charge for two evening events (1: reception & opening of the exhibition; 2: evening event at the invitation of the Mayor of Vienna) in accordance with the information of the congress and for a bus transfer to Vienna Schwechat Airport after the Symposium on Friday until the maximum number of available seats has been reached. For the limitation on the number of participants see Clause [8].

Registration will be valid for one person for both days; the registration may not be shared between two persons. There are no one-day tickets. For cancellations see Clauses [18] and [19].

#### 4. **Prices:**

In principle, the registration fee stated in the current brochures, catalogues, price lists, on the websites and in similar publications of the *Austrian Society of Automotive Engineers* shall be deemed agreed. In addition, the price will be shown at the end of the ordering procedure and on the invoice. Unless stated otherwise, all prices shall be gross prices including statutory VAT. Prices shall be invoiced in euros.

#### 5. **Registration and confirmation of registration:**

Registration for the *International Vienna Motor Symposium* shall exclusively be done online at [www.vienna-motorsymposium.com](http://www.vienna-motorsymposium.com). Only one person can be registered per registration process.

If the registration is not made by the participant himself but a representative of the participant, the representative undertakes to inform the participant about the Data Protection Statement and the General Terms and Conditions of the *International Vienna Motor Symposium*.

A confirmation of receipt will be sent to the email address advised in the course of registration immediately after registration. **However, the confirmation of receipt does not entitle the participant to attend the Symposium.**

Online registration shall constitute a binding offer. The offer shall be deemed accepted as soon as *Verkehrsbüro Business Travel GmbH* confirms the registration. The registration will be confirmed by sending the invoice to the email address advised in the course of registration. Thus, the invoice shall be the confirmation of participation. Upon written request a printed version of the invoice may be sent by post. All invoices shall be valid without signature.

The organiser reserves the right to deny participants access to the Symposium who have failed to pay their invoice in full and whose registration fee has not been received in the organiser's account by the beginning of the Symposium. Side agreements of any kind shall be made in writing.

#### 6. **Terms of payment:**

The registration fee shall be paid either by credit card (VISA, Diners, MasterCard or American Express only) or after receipt of the invoice via bank transfer within 14 days. Payments in cash at the venue may be made only after prior written approval from the organiser. In the case of transfers from abroad the payer undertakes to bear all charges.

#### 7. **Registration for the Symposium by way of distance selling; Information about the right of cancellation (for consumers only):**

In the case of registration for the Symposium by way of distance selling, i.e. via phone, fax, email or the Internet, the participant shall, in the case of a **consumer transaction** as defined in the Austrian Consumer Protection Act [*KSchG*], have a statutory right to cancel the registration within 14 days of conclusion of the contract (invoice date) with no obligation to state reasons, in accordance with the provisions of the Austrian Act on Distance and Off-Premises Transactions [*FAGG*] (cf. Section 11 *et seq.* *FAGG*). This shall not apply in cases where the Symposium **starts as early as within those 14 days** of conclusion of the contract. In order to exercise the right of cancellation the participant shall notify the organiser by means of an unambiguous statement (e.g. a letter sent by post, fax or email message) of his decision to cancel the contract. For this purpose the participant may use the enclosed cancellation form, use of which is, however, not compulsory.

Sending the notice of exercise of the right of cancellation prior to expiry of the period for cancellation shall be sufficient for observance of that period.

### **Consequences of cancellation**

If you cancel the contract, we shall refund all payments we will have received from you, including delivery costs, without delay and not later than within 14 days of the day on which we receive notice of cancellation of the contract. For such refund we shall use the same means of payment you used for the original transaction. In no case shall any charges be invoiced to you owing to such refund.

For a cancellation you may use the following cancellation form, use of which is, however, not compulsory:

### **Cancellation form**

(If you intend to cancel the contract, please complete this form and return it)

#### **To**

**Austrian Society of Automotive Engineers (ÖVK)**  
Elisabethstrasse 26/24  
1010 Vienna

Fax: +43 1 5852741 – 99  
Email: info@oevk.at

#### **Regarding: Cancellation of registration for the Motor Symposium on [please insert the DATE]**

- I/We (\*) hereby cancel the contract on provision of the following service (\*) concluded by me/us (\*)
- Ordered on (\*)/received on (\*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only in the case of a paper document)
- Date

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(\* ) Delete which is not applicable.

#### **8. Limitation on the number of participants:**

The organiser reserves the right to limit the number of participants. When the maximum number of participants has been reached, all interested persons who can no longer be accepted will be informed accordingly. They will be put on a waiting list. Persons at the top of the list will be informed at short notice when the possibility to attend the Symposium arises. Such information shall constitute no confirmation of registration.

The number of persons attending evening events is limited. Participants may register for evening events only as long as there are seats available.

#### **9. Pictures and video recordings:**

Please be informed that the organiser will take pictures and make video recordings during the Symposium, including of participants. With his participation the participant expressly agrees that pictures of himself may be taken and video recordings may be made. He acknowledges that this agreement of his is made for no consideration. In addition, the depicted person agrees that pictures or video recordings of him, as well as pictures or video recordings showing the work pieces (e.g. posters, exhibits, excerpts from presentations, speeches or lectures) prepared and/or presented by him may be published for the purpose of media coverage, documentation and announcement of future events in newspapers, magazines or books, including in electronic media, such as television, on websites or social media platforms (Facebook, etc.) for no consideration without any limitation as to time or place, unless use of the same improperly harms the personal interests of the depicted person.

Objections, if any, shall be made in writing before the end of the Symposium and shall be addressed to the *Austrian Society of Automotive Engineers, Elisabethstrasse 26/24, 1010 Vienna*.

**Participants themselves are not allowed to take photos or make audio or video recordings during the Symposium.** The organiser reserves the right to exclude participants concerned from the Symposium in the case of a violation of this clause. In the case of a violation the participant undertakes to fully delete those pictures or recordings to the extent demanded by the organiser.

#### **10. Insurance:**

In the case that an accident occurs during the Symposium the organiser's third-party liability insurance shall be relied upon. The maximum lump sum insured shall be: EUR 1,500,000 per insured event.

This shall not apply, however, in cases where the accident is caused by wantonness of the participant's own conduct. In the case of accidents caused at an exhibition booth or by parts of an exhibition booth the relevant exhibitor shall be solely liable.

#### **11. Liability:**

The *Austrian Society of Automotive Engineers* shall, in particular, not be liable for damage caused by force majeure, riots, events of war, acts of God or by any other events for which it is not responsible (e.g. strike, lock-out, traffic disruptions in Austria or abroad, etc.).

In the case of a breach of contractual or non-contractual duties the *Austrian Society of Automotive Engineers* shall be liable in accordance with the statutory regulations, unless otherwise agreed. The *Austrian Society of Automotive Engineers* shall be liable only in the case of wilful intent or gross negligence. In the case of slight negligence, the *Austrian Society of Automotive Engineers* shall be liable only for damages resulting from harm to life, limb or health. In the latter case liability shall, however, be limited to compensation for the damage that is foreseeable and that normally occurs.

The *Austrian Society of Automotive Engineers* shall not be liable for damage caused by an exhibitor, his staff, agents or visitors.

#### **12. Liability of participants:**

If a participant has contributed to the occurrence of damage by culpable conduct, the principles of contributory negligence shall determine the extent to which the *Austrian Society of Automotive Engineers* and the participant shall be liable for damages.

#### **13. Exhibition:**

The separate General Terms and Conditions of MEDIA-PLAN Carl Kreiner & Co. KG shall apply to exhibitors.

#### **14. Speeches and lectures:**

The organiser reserves the right to make changes to the programme for organisational reasons, such as changes to dates, times, venues, speakers or lecturers, the title of speeches or lectures and cancellations **for important reason (cause)**. The participants will be notified thereof on time and in an appropriate form.

#### **15. Advertising:**

Apart from the promotions agreed with the organiser, the participants shall be prohibited from placing any kind of advertising in the congress hall or in the exhibition rooms, in the exhibition area at Heldenplatz or at the entrance or exit of the building. In the case of any violation the organiser reserves the right to exclude the participant from the Symposium and to charge advertising fees in analogy with the existing price list (including a processing fee).

#### **16. Data protection law:**

Please note the Data Protection Statement of the *Austrian Society of Automotive Engineers*, which may be retrieved from <https://wienermotorensymposium.at/en/data-privacy/> and of *Verkehrsbüro Business Travel GmbH*, which can be retrieved from [https://www.austropa-interconvention.at/downloads/Privacy\\_Statement\\_wo.pdf](https://www.austropa-interconvention.at/downloads/Privacy_Statement_wo.pdf).

#### **17. Submitted speeches or lectures and conference contributions:**

Any lecturing participant (hereinafter referred to as a *Lecturer*) at the Symposium represents that the contributions submitted by him (including but not limited to speeches or lectures, contributions, CVs, pictures, etc.) are free from rights of third parties, including but not limited to copyrights, trade mark rights or personal rights. This shall without exception apply to all contributions and pictures submitted by the Lecturer. If third parties actually do hold rights to the submitted documents, the Lecturer warrants to the organiser that he holds any and all authorisations, rights

and licences for publication and/or use of the same and he undertakes to indemnify and hold harmless the organiser in this respect.

The Lecturer shall grant the organiser an unrestricted right to use the submitted contributions. The right shall cover publication in newspapers, magazines, journals or books, as well as in electronic media, on television, websites and social media platforms (Facebook, etc.). The organiser undertakes not to publish the submitted contributions before the beginning of the Symposium. Contributions will only be passed on to persons and/or entities engaged in the organisation of the Symposium to the extent necessary from time to time.

Authors from the university sector will be offered an option to subject the speeches or lectures and/or poster presentations submitted by them to a peer review. If the offer is accepted, the author agrees to his contribution being sent to Wissenschaftliche Gesellschaft für Kraftfahrzeug- und Motorentchnik (WKM) and received in two expert opinions.

#### **18. Cancellation by the organiser:**

The right to the *International Vienna Motor Symposium* being held shall cease to exist in the case of force majeure, in the case that the minimum number of participants is not reached or for other reasons for which the organiser is not responsible. In that case, except in cases of force majeure, the organiser undertakes to inform the participants via email about the fact that the Symposium will not take place and to refund the full registration fee paid. No refunds will be made in the case of cancellation of specific speeches or lectures or parts. Expenses incurred by participants shall be refunded only in the case of clear negligence on the part of the organiser.

#### **19. Cancellation by participants:**

Registrations shall be cancelled in writing. Cancellations shall be sent in writing to *Verkehrsbüro Business Travel*:

Verkehrsbüro Business Travel GmbH  
Lassallestrasse 3, 1020 Vienna;  
Email: motoren[**YEAR**]@vb-mice.at (Please insert the relevant year of the Motor Symposium in the email address. Example: motoren2020@vb-mice.at)

In the case of cancellations received until 12 March 2020 registration fees that have already been paid will be refunded. In the case of cancellations received after 12 March 2020 and in the case that you are a no-show the registration fee shall be paid in the full amount as invoiced and a registration fee that has already been paid will not be refunded. In that case the conference documents will be sent to the participant by post after the Symposium as soon as the full registration fee has been paid without deductions and has been received in the organiser's account.

In the case of cancellations of hotel reservations between 1 March 2020 and 14 April 2020 a cancellation fee equal to the rate for one night will be charged. In the case of cancellations after 14 April 2020 or no-show at the hotel the entire stay will

be charged. Cancellation fees payable will be debited from the credit card advised upon registration.

#### **20. Change of registration by participants:**

If participants are unable to attend the Symposium, they may for no charge nominate a substitute. All services that were originally booked will be transferred to the new participant. The person acting as substitute shall confirm his participation in writing after receipt of a relevant written request to do so from the organiser and shall accept the General Terms and Conditions underlying the Symposium. If the substitute fulfils other prerequisites than the original participant, for example if he is not entitled to a discount that has been granted, he shall pay the balance without delay. Moreover, the substitute must not be registered for the Symposium himself.

#### **21. Conference documents:**

The conference documents will exclusively be handed out at the Symposium venue. If the participant is not there to receive the documents, they will be sent to him by post upon request after payment of all outstanding invoices.

The organiser holds the exclusive rights to the conference documents. Without express written approval from the organiser the conference documents shall not be processed in any way, i.e. they must not be reproduced, digitalised, published, distributed, made available for download, used for other events or made accessible to third parties. Licences for internal distribution may be requested from the organiser in writing. The conference report has been given an ISBN number and may therefore be referred to and quoted as a publication if the source is stated in full. The conference documents of the relevant year will be sold only after the Symposium.

#### **22. Cultural programme:**

The cultural programme will be available to accompanying persons and participants of the conference. The costs of the cultural programme are not included in the registration fee but must be paid in addition. Cancellations of registrations for the cultural programme shall be sent in writing to *Verkehrsbüro Business Travel* (Verkehrsbüro Business Travel GmbH, Lassallestrasse 3, 1020 Vienna; email: motoren[YEAR]@vb-mice.at). The full amount must be paid for cancellations received after 12 March 2020. In the case of cancellations by 12 March 2020 amounts paid will be refunded. In the case of cancellations received after 12 March 2020 amounts paid cannot be refunded.

Booked tickets (e.g. for the State Opera House, the *Volksooper*, the *Konzerthaus*, the *Musikverein*, the Raimund Theatre and the *Ronacher*) cannot be cancelled.

#### **23. Place of jurisdiction and applicable law:**

This contractual relationship shall exclusively be governed by the laws of the Republic of Austria; the regulations of private international law shall be excluded.



To the extent permitted, Vienna Innere Stadt [First District] is agreed as the place of jurisdiction.

**24. Place of performance:**

The place of performance of the service owed by the *Austrian Society of Automotive Engineers* shall be the venue of the Symposium stated in the registration form.

**25. Side agreements:**

Side agreements and agreements deviating from these General Terms and Conditions shall be made in writing. This shall also apply to abolishing this formal requirement of written form.

**26. Final provisions:**

If any provision of these General Terms and Conditions is or becomes ineffective or unenforceable, the legal effectiveness of the remaining provisions shall not be affected thereby. Instead of the ineffective or unenforceable provision an effective and enforceable provision shall be deemed agreed which comes as close as possible to the parties' business intention.

## General Information - International Vienna Motor Symposium:

1. Registration  
As the number of participants may be limited, the organiser recommends that you register early.
2. Language at the conference  
The languages of the conference will be German and English. The speeches and lectures will be interpreted simultaneously into German and English. Headsets for the simultaneous interpretation will be available free of charge. The conference report will contain the speeches and lectures in the original language; the enclosed electronic storage medium (until 2015: CD, from 2016: USB stick) will also contain an English translation of the speeches and lectures the original language of which was German.
3. Conference office  
For the opening hours of the registration desk please see the programme.
4. Hotel  
Registration for the *International Vienna Motor Symposium* does not include reservation of a hotel room. The participants are responsible for booking a room themselves. Rooms may be booked concurrently with the registration (online). Due to booked quota we recommend that you book a room early. The organiser expressly points out that in the case of bookings shortly before the Symposium the demand for rooms may be higher and the room prices may be adapted to the demand. There is no right to special conditions or availability of rooms.
5. Travel  
The participants of the *International Vienna Motor Symposium* are responsible for travelling to the venue of the Symposium themselves.
6. Registration process
  - (1) Register in writing (online)
  - (2) Receive confirmation and invoice
  - (3) Pay invoice
  - (4) Registration completed after receipt of payment
  - (5) Receive documents at the Symposium
7. Late payment  
According to the General Terms and Conditions the registration fees shall be paid within 14 days (see Clause 6 of the General Terms and Conditions). Please contact the organiser immediately in the event that you are unable to fulfil this requirement.

Last updated on: 9 November 2019