

General Terms and Conditions

43rd International Vienna Motor Symposium 27 - 29 April 2022

1. Organiser:

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

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*. Derogating arrangements shall be made 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:

In terms of their type and scope the services shall be provided in accordance with the information displayed on the website (<https://wiener-motorensymposium.at>) 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 or for departure.

Registration will be valid for one person for both days; registrations may not be shared between two persons. There are no one-day tickets.

Participants will be sent a notification by email containing a link to the participants' area timely before the Symposium. For access creating a user account will be necessary by entering your first name, surname, email address and by setting a password. Once participants have created a user account they will be granted the right to access the contents of the Symposium on digital media for the duration of the Symposium and to use the same during such period. The participants themselves shall be responsible for providing suitable hardware and software (e.g. an internet browser). Participants shall be prohibited from disclosing their username and password for access to the online seminar to third parties and from tolerating and/or allowing third parties to gain knowledge of the same.

4. Prices:

In principle, the participation 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 via www.wiener-motorensymposium.at. 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*.

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. By confirming the registration a contract shall come into existence between the participant and the organiser. The contract shall be subject to the condition of timely payment of the invoice within twenty-one (21) days of service. 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. Side agreements of any kind shall be made in writing.

6. Terms of payment:

The participation 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 21 days. 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) 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.

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

AUSTRIA

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

(*) Delete which is not applicable.

8. Limitation on the number of participants:

The organiser reserves the right to change the maximum number of participants at any time. 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.

If not all confirmed participants will be allowed to participate in the Symposium due to a statutory or official restriction on the number of participants, the organiser reserves the right to prohibit specific participants from personally attending the Symposium. Those participants will be provided with the contents of the Symposium virtually and shall only be required to pay the reduced participation fee as defined in Clause 17.

When selecting the participants who are allowed to take part in the case of a statutory or official restriction on the number of participants the organiser shall endeavour to ensure that representatives of as many different enterprises as possible will be allowed take part.

9. Pictures and video recordings:

Please be informed that the organiser will take pictures and make video recordings during the Symposium, including of participants. By taking part, 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 or 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 and without any limitation as to time or place, unless use of the same were to unduly harm 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 of 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. strikes, lock-outs, traffic disruptions in Austria or abroad, pandemics, 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.

Reimbursement of frustrated expenses shall be excluded. This shall also apply where a participant is not allowed to personally take part in the Symposium due to a restriction on the number of participants.

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 Terms and Conditions of MEDIA-PLAN Carl Kreiner & Co. KG shall apply to exhibitors. Responsibility for the content provided on the website of the Vienna Motor Symposium by the exhibitors shall lie with the relevant exhibitor, without exception.

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, or cancellations **for important reason (cause)**. The participants will be notified thereof on time and in an appropriate form.

Responsibility for the content of the speeches or lectures shall lie with the relevant speaker or lecturer, without exception. The organiser shall not be liable.

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://wiener-motorensymposium.at/datenschutz/> and of Verkehrsbüro Business Travel GmbH, which may be retrieved from https://www.austropa-interconvention.at/downloads/datenschutzerkl%C3%A4rung_ov.pdf.

17. 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 in the case of other reasons for which the organiser is not responsible.

If the *International Vienna Motor Symposium* cannot be carried out as a face-to-face event due to force majeure, falling below the minimum number of participants or other circumstances for which, the organizer is not responsible, in whole or for certain participants, the organizer has the right to change the content of the *International Vienna Motor Symposium* to be made available virtually. In this case, the participation fee is reduced ("reduced participation fee"). In such a case, the amount of this reduced participation fee will be announced on the website.

If the contents of the Symposium cannot be made available virtually either, the organiser shall inform participants of cancellation of the Symposium by email and shall reimburse paid participation fees within thirty (30) days.

No partial refunds of the participation fee will be made in the case of cancellation of specific speeches or lectures or parts.

18. Cancellation by participants:

Registrations must be cancelled in writing.

For current terms of cancellation please see the registration form and/or the website of the relevant Symposium.

If a participant is unable to personally take part in the Symposium due to a subsequent impossibility which must be attributed to the participant, this shall constitute no entitlement to cancellation. In such a case the participant shall be provided with the contents of the Symposium virtually. The organiser shall be provided with *prima facie* evidence of the reason for the impossibility no later than twenty-four (24) hours before the beginning of the Symposium. The right laid down in Clause 21 shall remain unaffected thereby.

19. Hotel reservations:

Hotel reservations shall be based on the separate Terms and Conditions of Verkehrsbüro Business Travel GmbH. The organiser shall be no contracting party of the participant regarding hotel reservations.

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.

The original participant and the substitute shall be jointly and severally liable for payment of the participation fee.

21. Symposium documents:

The participants shall be given the Symposium documents at the Symposium or they will be sent to them by post.

The organiser holds the exclusive rights to the Symposium documents. Without express written approval from the organiser the Symposium 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 Terms and Conditions of Verkehrsbüro Business Travel GmbH shall apply to cancellations of cultural programmes (tours, tickets for the opera, musicals and concerts). The organiser shall be no contracting party of the participant regarding the cultural programme.

23. Covid-19 provisions:

For the protection of all participants and staff the organiser shall implement all statutory covid-19 provisions that apply at the time of the Symposium. In addition, the organiser reserves the right to order additional measures beyond the statutory extent if such measures appear necessary to prevent infection.

The organiser shall notify the participants of the provisions applicable from time to time before the Symposium. The participant agrees to comply with all statutory measures and to follow the instructions of the staff.

24. 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.

25. 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.

26. Side agreements:

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

27. 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.

Information on the registration process may be found on the website and on the first page of the registration form.