

Cancellation Terms and Conditions Regarding Business Upper Austria – OÖ Wirtschaftsagentur GmbH Events

Hafenstrasse 47-51, 4020 Linz, FN 89326 m, LG Linz

By registering for an event, you agree to be bound by the following Terms and Conditions for Participation and Cancellation, including the Data Protection Information:

Terms and Conditions for Participation and Cancellation Regarding Business Upper Austria – OÖ Wirtschaftsagentur GmbH Events Subject to Charge (except Automotive Cluster training courses) and Data Protection Information

Unless special participation conditions have been agreed, the following Terms and Conditions of Participation and Cancellation shall apply to **Events Subject to Charge** of Business Upper Austria – OÖ Wirtschaftsagentur GmbH (except Automotive Cluster training courses).

The electronic registration form shall be used for registration per for our events and wherever possible, at the latest be sent ten days prior to the event. Such a registration shall be binding. Following the receipt of your registration, we will send you a confirmation.

In the event that you register third parties for this event, you expressly declare that you are authorized to submit this registration and to pass on the data of the third party and that Business Upper Austria - OÖ Wirtschaftsagentur GmbH may process this data for the purpose of organisation and carrying out the event. You will indemnify Business Upper Austria – OÖ Wirtschaftsagentur GmbH against any damage or claims in this regard.

You may cancel your registration at any time up to ten days before the event (date of the arrival of the cancellation) free of charge. Should you undertake a cancellation at a later date or not participate in the event, without having cancelled in time, the entire attendance fee shall be paid to us.

Should you be prevented from attending, you shall be permitted to name a substitute attendee. Subject to the proviso that another written (also by mail) agreement has not been reached, invoicing for the event will be sent to you.

In the course of the event, photographs or films in which you as a participant of the event can be seen, are possibly taken. These photographs or films might be - also electronically and in whole or in part - processed and used, especially replicated, published or - however - disseminated by Business Upper Austria – OÖ Wirtschaftsagentur GmbH. If you do not agree to this, please inform us in time (by e-mail, post, etc). Of course we will then refrain from such processing and use.

We shall retain the right to cancel or - if possible or appropriate - postpone the event at the latest seven days before the foreseen date and in the case of force majeure, due to Covid-19 regulations of the State, the Federal State or Biz-up, official orders or due to serious general safety concerns at even shorter notice. We will inform you in due time. In the event of a postponement, we will inform you of the alternative date as soon as possible. In case of cancellation within the period of 2 weeks prior to the event date in cases of force majeure, due to Covid-19 regulations of the State, the Federal State or Biz-up, due to official orders or due to serious general safety concerns, we have to charge 20% of the fee as a processing fee. A claim for damages due to the postponement or cancellation is excluded.

To the extent that the overall profile of the event is not significantly impaired, you shall not be entitled to any claims should speakers be changed, or alterations be made to the event programme, etc. In particular, you shall not be entitled to withdraw from the contract or to a reduction in fees.

Our liability for damages and that of our contractual partners in connection with the event (e.g. the owner of the event venue, etc.), in particular those for damages, loss or theft of objects or valuables brought by you shall be excluded to the extent that this is legally permitted. As far as legally permissible, no liability is accepted for personal injuries that occur in our event rooms, in the break rooms and corridors as well as ancillary rooms as well as in the premises of third parties used by us for event purposes. We do not take any responsibility for the correctness and completeness of the statements, estimations and conclusions made by our trainers or speakers. The event documents used are protected by copyright and may – in full or by extract - neither be reproduced nor be commercially utilised unless with our prior consent and the speaker's consent.

Invoicing to you shall take place after the event. The account shall be paid to us within fourteen days from the date of the invoice.

Our General Terms and Conditions of Business shall apply additionally (see <https://www.biz-up.at/en/legal/>). We also refer to the Data Protection Declaration (see <https://www.biz-up.at/en/legal/>).

Conditions for Participation and Cancellation Regarding Business Upper Austria – OÖ Wirtschaftsagentur GmbH Events Free of Charge (except Automotive Cluster training courses)

Unless special participation conditions have been agreed, the following Terms and Conditions of Participation and Cancellation shall apply to **Events Free of Charge** of Business Upper Austria – OÖ Wirtschaftsagentur GmbH (except Automotive Cluster training courses)

The electronic registration form shall be used for registration per for our events and wherever possible, at the latest be sent ten days prior to the event. Such a registration shall be binding. Following the receipt of your registration, we will send you a confirmation.

In the event that you register third parties for this event, you expressly declare that you are authorized to submit this registration and to pass on the data of the third party and that Business Upper Austria - OÖ Wirtschaftsagentur GmbH may process this data for the purpose of organisation and carrying out the event. You will indemnify Business Upper Austria – OÖ Wirtschaftsagentur GmbH against any damage or claims in this regard.

In the course the event, photographs or films in which you as a participant of the event can be seen, are possibly taken. These photographs or films might be - also electronically and in whole or in part - processed and used, especially replicated, published or - however - disseminated by Business Upper Austria – OÖ Wirtschaftsagentur GmbH. If you do not agree to this, please inform us in time (by e-mail, post, etc). Of course we will then refrain from such processing and use.

We shall retain the right to cancel or - if possible or appropriate - postpone the event at the latest seven days before the foreseen date and in the case of force majeure, due to Covid-19 regulations of the State, the Federal State or Biz-up, official orders or due to serious general safety concerns at even shorter notice. We will inform you in due time. In the event of a postponement, we will inform you of the alternative date as soon as possible. A claim for damages due to the postponement or cancellation is excluded.

To the extent that the overall profile of the event is not significantly impaired, you shall not be entitled to any claims should speakers be changed, or alterations be made to the event programme, etc.

Our liability for damages and that of our contractual partners in connection with the event (e.g. the owner of the event venue, etc.), in particular those for damages, loss or theft of objects or valuables brought by you shall be excluded to the extent that this is legally permitted. As far as legally permissible, no liability is accepted for personal injuries that occur in our event rooms, in the break rooms and corridors as well as ancillary rooms as well as in the premises of third parties used by us for event purposes. We do not take any responsibility for the correctness and completeness of the statements, estimations and conclusions made by our trainers or speakers. The event documents used are protected by copyright and may – in full or by extract - neither be reproduced nor be commercially utilised unless with our prior consent and the speaker's consent.

Our General Terms and Conditions of Business shall apply additionally (see <https://www.biz-up.at/en/legal/>). We also refer to the Data Protection Declaration (see <https://www.biz-up.at/en/legal/>).

With your registration, you consent to the fact that during the course of the Event, we, or a third party commissioned by us, shall take photos/videos on which you are to be seen and that these may be replicated, published, disseminated and used in other ways.