

## 1. Scope

- (1) These General Terms and Conditions for Events apply to events organized by the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., Hansastraße 27c, 80686 Munich, Germany, Register Court: Munich Local Court, Register of Associations No. VR 4461, 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 ("participant").
- (2) The Fraunhofer Institute for Manufacturing Technology and Applied Materials Research IFAM is a legally dependent institution of Fraunhofer. The events held by the Department of Workforce Qualification and Technology Transfer at the Fraunhofer Institute for Manufacturing Technology and Advanced Materials IFAM are therefore deemed to be Fraunhofer events. All of the rights and obligations regulated in these General Event Terms and Conditions therefore exist for and against Fraunhofer. Statements made by the Fraunhofer Institute for Manufacturing Technology and Advanced Materials IFAM are to be attributed to Fraunhofer. However, the contact person for events organized by an institute remains the institute itself ("organizer").
- (3) These General Event Terms and Conditions shall 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.
- (4) In addition to these General Event Terms and Conditions, the security guidelines applicable at the respective venue and the respective house rules must be observed.
- (5) These General Event Terms and Conditions apply to all types of events, this includes in particular face-to-face events, online events (digital events whose participation takes place exclusively by means of an end device via the Internet) and blended learning events (events with a face-to-face phase and an online phase). If a contractual relationship with a third party is required for the technical implementation of an online event or an online phase of a blended learning 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) Insofar as a contractual relationship with a third party is required for the implementation of an event (e.g. implementation of examination and certification procedures by an external 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.
- (7) The contractual language is German.

## 2. Subject of the contract

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

## 3. Registration; Conclusion of contract: On-site registration

- (1) Registration for an event can be made via websites used for this purpose by Fraunhofer or the organiser 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 shall be concluded upon acceptance of this offer by the organiser. Acceptance is effected by means of a registration confirmation 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 Clause 3, Paragraph 2. The number of participants at each event is limited. If more registrations are received than participant places available, the registrations will generally be considered in the order in which they are received. Anyone who does not receive a participant place will be notified.
- (4) The confirmation of registration must be brought to a face-to-face event or a face-to-face phase of a blended learning event and presented if necessary. Participation without presentation of the confirmation cannot be guaranteed. Participants who wish to claim a discount may have to verify their status on site.
- (5) Confirmations of registration are generally binding and entitle the participant to take part in the relevant event. A right to participate in certain parts of the programme only exists if these have been expressly booked in advance. This applies in particular to programme components with a limited number of participants. In the case of free participation in face-to-face events with a limited number of participants, Fraunhofer also reserves the right to deny access to the event on site - if necessary only temporarily and/or for parts of the event - for security reasons, insofar as the spatial capacities so require. Fraunhofer shall draw attention to such non-binding participation at an early stage if possible.
- (6) For individual events, access to a face-to-face event or a face-to-face phase of a blended learning event requires on-site registration. If necessary, name badges and/or other optical/technical means of identification are issued for access. This ensures that only participants or other authorised persons are granted access to the event. Name badges and other means of identification may not be passed on to third parties.

## 4. Examination

- (1) For events where one or more examinations have to be taken, the course guidelines as well as the respective valid examination regulations can be viewed on request at the organiser.
- (2) The specified examination fee includes the verification of the participation requirements, the taking of the examination, its one-time correction and the preparation of the associated certificate. If the participant does not pass the examination, the examination fee will not be refunded. If the participant does not pass a part of the (written/oral/practical) examination, he/she has a free retake attempt on an examination date already fixed in advance at another event. If the participant fails a part of the examination or the entirety of the examination again, he/she will have to pay an examination fee again for another examination.
- (3) If, in the case of Clause 4, Paragraph 2, Sentence 3, the participant is still entitled to a free repeat attempt, but the participant is unable to attend the appointment

and the examination committee has to be convened for a new appointment for the examination specifically for this reason, the participant will incur a new examination fee.

- (4) The admission requirements for a course must be verified by the start of the course at the latest. Interested parties who do not meet the admission requirements can participate in the course as a guest student and take the examination in accordance with the valid examination regulations. In these cases, a certificate of attendance will be issued upon successful completion.

## 5. Technical requirements, participant's obligations to cooperate in online events/online phases of blended learning events

- (1) Participation in an online event or the online phase of a blended learning event requires an internet connection, an end device including a corresponding common web browser or, if applicable, further software (in each case according to the state of the art). The exact technical requirements for participation can be found in the organiser'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 or the online phase of a blended learning event for which the participant is responsible, this does not release the participant from any obligation to pay.

## 6. Registration, availability for online events/online phases of blended learning events

- (1) If separate registration is required for participation in the online event or the online phase of a blended learning event, the organiser will inform the participant accordingly in good time before the event.
- (2) If the participant receives access data for participation in the online event or the online phase of a blended learning event, the participant may not pass on these access data 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 organiser 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 organiser 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 or online phases of a blended learning event are generally only available in real time on the scheduled date and cannot be accessed subsequently.

## 7. Contract information

You can access, save and print these General Event Terms and Conditions [here](#). 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 found in your registration confirmation. Your contract information is not available online.

## 2. Veranstaltungsbeschreibung

- (1) The content, schedule and other details of an event can be found in the respective event description of the organiser.
- (2) The organiser reserves the right to make changes to the programme schedule, changes to the content of the programme and/or changes to the type of event (e.g. face-to-face event to online event) for good cause. The organiser shall endeavour to notify changes in good time by e-mail or on the relevant official website for the event or the organiser's website.
- (3) If a framework programme is offered for the participants in addition to the actual event programme, this shall be provided by a third party, unless otherwise agreed. In this case, legal relations exist between the participant and the third party as far as the supporting programme extends. Fraunhofer shall not become a contractual partner in this respect.

## 9. Participation fee; due date; reduction

- (1) In the case of chargeable events, the participant is obliged to pay the agreed participation fee plus any examination fees that may be incurred. The amount of the participation fee as well as the examination fees can be found in the event description.
- (2) The participation fee and the examination fee shall be paid to the account stated in the invoice within 14 days of receipt of the invoice at the latest. The date of receipt of payment on the account of the organiser is decisive. In individual cases, these regulations may be deviated from and advance payment may be required; partial payment agreements are also possible. If the invoice is not paid in full or in part, the organiser is entitled to exclude the participant from further participation in the event.
- (3) The participation fee covers participation in the event programme including the catering offered. Costs for travel to and from the event as well as overnight accommodation shall be the responsibility of the participant.
- (4) A set-off against claims of Fraunhofer shall only be permissible if the counterclaim is undisputed or has been finally adjudicated, is not disputed or acknowledged by Fraunhofer or is in a close synallagmatic relationship to the claim of Fraunhofer.
- (5) The participant may only exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (6) Changes in the programme schedule or changes to the content of the programme for good cause do not entitle the participant to a reduction in the participation fee.

## 10. Right of withdrawal

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

Cancellation policy

Right of revocation

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must send us

Fraunhofer IFAM  
Department of Workforce Qualification and Technology Transfer  
Wiener Strasse 12  
28359 Bremen  
Phone +49 421 2246-463  
Fax +49 421 2246-605  
anmelden@ifam.fraunhofer.de

by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to revoke this contract. You may use the enclosed model withdrawal form for this purpose, which is, however, not mandatory. To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the withdrawal**

If you withdraw from this contract, we must refund all payments we have received from you without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

#### **Model cancellation form**

(If you wish to withdraw from the contract, please complete and return this form).

To  
Fraunhofer IFAM  
Department of Workforce Qualification and Technology Transfer  
Wiener Strasse 12  
28359 Bremen  
Phone +49 421 2246-463  
Fax +49 421 2246-605  
anmelden@ifam.fraunhofer.de

- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the provision of the following service:

- Registration on [date]/Confirmation of registration on [date].

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of consumer(s) (only in case of paper communication)

- Date

(\*) Delete where inapplicable.

#### **End of the cancellation policy**

#### **11. Cancellation by participant; designation of a representative**

- (1) A contractual right of withdrawal or termination for the participant is not agreed.
- (2) If the participant cannot attend the event - for whatever reason - the participation fee is still due and any payments already made will not be refunded. This also applies if the participant cancels his/her participation before the start of the event.
- (3) Notwithstanding Clause 11(2), the Organiser shall provide for a refund of the participation fee in whole or in part in the following cases:
  - a. Events with a duration of at least five (5) days:

Cancellation of participation in an event with a duration of at least five (5) days is possible up to four (4) weeks before the start of the event for a cancellation fee of 15% of the originally incurred participation fee, up to seven (7) days before the start of the event for a cancellation fee of 50% of the originally incurred participation fee. Cancellation at a later date is possible for a cancellation fee of 100 % of the original participation fee. The date of receipt of the cancellation declaration in text form by the organiser shall be decisive for the calculation of the deadline. Section 11 para. 3 lit. a sentences 1 and 2 do not apply i) if the cancellation fee exceeds the damage to be expected in the regulated cases according to the usual course of events or the usually occurring reduction in value, ii) if the participant can verify that no damage at all or a reduction in value has occurred due to cancellation or that this is significantly lower than the cancellation fee. In these cases, only the actual damage/reduction in value will be charged as a fee.

b. Events with a duration of less than five (5) days:

Cancellation of participation in an event with a duration of less than five (5) days is only possible up to seven (7) days before the start of the event for a cancellation fee of 50% of the originally incurred participation fee. Cancellation at a later date is possible for a cancellation fee of 100 % of the original participation fee. The date of receipt of the declaration in text form by the organiser is decisive for the calculation of the deadline. Section 11 paragraph 3 lit. b sentences 1 and 2 do not apply i) if the cancellation fee exceeds the damage or the usually occurring reduction in value to be expected in the regulated cases according to the usual course of events, ii) if the participant can verify that no damage or a reduction in value has occurred at all as a result of his/her cancellation or that this is significantly lower than the cancellation fee. In such cases, only the actual damage/reduction in value will be charged as a fee.

- (4) Notifications of non-participation must be sent to the organiser 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. Refunds shall be made within 2 months after the end of the event – unless

- (5) otherwise agreed - by means of the payment method used for the booking. If bank transaction fees are incurred due to a refund, these shall be borne by the participant.

- (6) If the participant is unable to attend the event, he/she is entitled to nominate a substitute to attend the event instead of him/her, provided that the substitute fulfils the participation requirements for the respective event. The representative must be named to the organiser. For this purpose, the information required for registration must be sent to the organiser in text form. Until the change of registration, the originally registered participant remains the contractual partner.

#### **12. Cancellation by the organiser; Withdrawal by the Organiser**

- (1) The organiser reserves the right to cancel or terminate the event for good cause in accordance with the following provisions. An important reason exists if the organiser cannot reasonably be expected to hold the event, taking into account all the circumstances of the individual case and weighing up the interests of both parties. In particular, good cause shall be deemed to exist in the event of a justified risk of terrorist attacks, severe 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 programme.
- (2) If the event is cancelled in accordance with clause 12, 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 shall be made. The participant shall not be entitled to any further claims due to the cancellation or termination, insofar as the organiser 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 not economically reasonable for the organiser to hold the event, taking into account the event format and the planned framework conditions for this (e.g. venue, catering, number of speakers), the organiser is entitled to declare its withdrawal from the event and to cancel it.

#### **13. Disruption of the technical infrastructure for online events/online phases of blended learning events**

The participant is obliged 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.

#### **14. Domiciliary rights, smoking ban at presence events**

- (1) The respective house rules at the venue apply. The participant will follow instructions in the exercise of domiciliary rights.
- (2) Smoking is generally prohibited at the venue. This does not apply to specially designated open areas or rooms.

#### **15. Cloakroom at face-to-face events**

- (1) If offered, the participant will use the designated cloakroom areas for the handing in of the cloakroom.
- (2) No liability is assumed for cloakroom and bag contents left outside the cloakroom areas on unattended cloakroom racks.

#### **16. Telecommunication connections, internet access for face-to-face events**

- (1) The organiser is not obliged to provide internet connections (W-LAN, LAN) within the framework of a face-to-face event.
- (2) If, by way of exception, this is offered at the venue, the terms and conditions for internet access applicable at the venue shall apply.

#### **17. Advertising and sales activities**

- (1) During the event as well as at the event location and the associated grounds, 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 organiser.
- (2) The participant is responsible for his/her own references to the event (e.g. on the Internet). In this respect, he/she does not act on behalf of the organiser.

#### **18. Sponsoring**

- (1) In deviation from Clause 17, Paragraph 1, participants who participate in the event by providing financial support or in kind (sponsors) shall be entitled to designate themselves as sponsors of the event. The details result from a separate agreement to be concluded between the organiser and the sponsor.
- (2) Participants and especially sponsors are not entitled to describe themselves as sponsors, promoters or similar of Fraunhofer or one of its institutes.
- (3) Organisers and sponsors are obliged to take into account the interests of the other that are worthy of protection. This also applies after the end of an event.

#### **19. Image and/or sound recordings**

- (1) The organiser shall make and use image and/or sound recordings (e.g. photographs or videos) during the event, including the supporting programme, for the purpose of documentation, for accompanying and subsequent reporting, for post-event promotion and for announcing future events. The organiser 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 organiser will ensure that personal rights of a participant are not violated in the utilisation and exploitation of image and/or sound recordings.
- (3) The participant is not permitted to make and utilisation of image and/or sound recordings (e.g. screenshots, recordings, photos) at any type of event.

#### **20. Event material; copyright and rights of use**

- (1) The organiser is entitled to hand out or transmit submitted contributions to the participants within the framework of the event, to make them publicly accessible on the website of the event and to publish and distribute them in the conference proceedings of the event.
- (2) Event documents handed out or 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).

**21. Liability**

- (1) The organiser accepts no liability for the topicality, correctness and completeness of the information and content provided by third parties in the event documents. In particular, the organiser accepts no liability for damages resulting from the application or passing on of what has been learned and/or imparted within the framework of the event.
- (2) The organiser shall be liable for intent and gross negligence. The organiser shall be liable for slight negligence in accordance with the Product Liability Act and in the event of damage to the life, body or health of persons.
- (3) In the event of slight negligence, the organiser shall only be liable for 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 damages, consequential damages or loss of profit. The limitation of liability shall also apply in the event of the fault of a legal representative or vicarious agent of the organiser.

**22. Data protection**

The organiser 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 organiser's [data protection information](#), which is referred to in each case when registering for the event.

**23. Final provisions**

- (1) Should one or more provisions of these General Event Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Änderungen dieser Allgemeinen Veranstaltungsbedingungen bedürfen der Schriftform. Dies gilt auch für die Änderung des Schriftformerfordernisses.
- (2) German law shall apply to all claims arising from or in connection with these General Event Terms and Conditions.
- (3) 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.