

**LEGAL DEPARTMENT**

General Terms and Conditions (GTC) Event Bookings

1. Scope

These General Terms and Conditions apply to all contracts concluded with IHK Berlin for participation in Events (with the exception of events organised by IHK Berlin in the area of further education). The "General Terms and Conditions for Events of IHK Berlin in the Field of Further Education" apply to Events organised by IHK Berlin in the field of further education. Insofar as agreements deviating from these GTC are made at an Event, these shall take precedence.

By registering, the Participant accepts the following "General Terms and Conditions for Events of IHK Berlin". In all other respects, the terms and conditions set out herein apply.

2. Registration and conclusion of contract

Registration can be made by post, by fax or online using the registration form provided in the event database on the homepage (www.ihk-berlin.de). Registration constitutes a binding contractual offer. The contract is concluded upon receipt of the registration confirmation by IHK Berlin. Registrations are categorically processed in the order in which they are received.

3. Terms of payment

In the case of Events for which a fee is charged, the Participant must pay the contractually agreed fee for the Event (participation fee) in accordance with the invoice issued by IHK Berlin, stating the full invoice number.

4. Withdrawal

The Participant may withdraw from the contract free of charge in writing up to 7 days before the start of the Event. In the event of a later withdrawal or non-participation, 100% of the participation fee is charged as a flat-rate fee. The flat-rate fee does not apply if a substitute Participant is named or if it can be proven that the damage has not been incurred or is lower than the flat-rate fee. The relevant date for the Participant's withdrawal is the date of receipt of the declaration by IHK Berlin.

5. Cancellation and changes of Events

IHK Berlin has the right to postpone or cancel an Event for reasons beyond its control (e.g. insufficient number of participants, unavailability of the speaker at short notice without the



possibility of a replacement, force majeure). The Participant will be notified of this at the contact details provided in his/her registration. In the event of cancellation, any payment that has already been made shall be refunded. The same applies if the Participant is unable to attend a replacement date for the Event. Any other claims on the part of the Participant shall be excluded. IHK Berlin reserves the right to switch lecturers or the schedule of the Event. The Participant shall not be entitled to make any claims, e.g. to withdrawal from the contract, or reduction of the amount of payment due.

6. Exclusion from participation

IHK Berlin is entitled to exclude Participants from further participation in special cases, e.g. default of payment, disruption of the Event. In the event of an exclusion, the financial claim of IHK Berlin is governed by section 3 of these General Terms and Conditions.

7. Liability

IHK Berlin shall only be liable for damages associated with the execution of Events in the event of wilful intent or gross negligence. The limitation of liability shall not apply to damages resulting from injury to life, limb or health, which are based on a negligent or intentional breach of duty by IHK Berlin or a legal representative or vicarious agent of IHK Berlin. Furthermore, the limitation of liability shall not apply to damages that are based on the breach of a major obligation (i.e. a contractual obligation that enables the proper execution of the contract in the first instance and on the fulfilment of which the Participant may trust on a regular basis).

8. Data protection

The data provided by the Participant upon registration will be stored and processed exclusively for the purpose of Event management and, in the case of Events for which a fee is charged, also for the purpose of invoicing. If the Participant consents to further data processing at the time of registration or at the Event, the data will be stored and processed for the purposes stated in each case. No personal data is passed on to third parties.

9. Ancillary agreements

Ancillary agreements must be in writing to be effective.

10. Place of jurisdiction

If the Participant is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Berlin.



11. Consumer cancellation policy

The following right of withdrawal shall only apply to consumers as defined in Section 13 of the German Civil Code (BGB) and shall therefore not apply to contracts concluded by contractors as defined in Section 14 of the German Civil Code (BGB) within the framework of their commercial or independent professional activity with IHK Berlin.



Cancellation policy

Right to cancellation

You are entitled to cancel this contract without giving reasons within 14 days.

The time period for cancellation is 14 days from the day the contract is concluded.

If you wish to exercise your right of withdrawal, you are required to contact us at the following address:

Industrie- und Handelskammer zu Berlin
Service Centre
Fasanenstraße 85
10623 Berlin
Email: service@berlin.ihk.de
Telephone: +49 30 31510-0
Fax: +49 30 31510-166,

you are requested to provide a clear explanation (in the form of a letter, fax or email, for example) of your decision to withdraw from this contract. You may use the attached sample withdrawal form, although this is not mandatory.

Sending the notification of your exercising of the right to cancellation before the cancellation time period has passed shall suffice to meet the cancellation deadline.

Consequences of cancellation

If you choose to withdraw from this contract, we shall reimburse you for any payments we have received from you, including any delivery charges, without undue delay and no later than fourteen days from the date on which we receive notice of your decision to cancel this contract. With regard to this repayment, we shall use the same means of payment as you used in the original transaction, unless expressly agreed otherwise with you; under no circumstances shall you be charged for this repayment.

If you have requested that the Services/Events start during the cancellation period or if the Services/Events booked by you should start during the cancellation period, then you are required to pay us an appropriate amount that corresponds to the proportion of the Services/Events already provided by the time you informed us of your decision to withdraw from this contract in relation to the overall scope of Services/Events provided for in the contract.