

Terms and Conditions of Participation

RECENT ADVANCES IN NEONATAL MEDICINE

October 1-3, 2021 in Würzburg/Germany



1. Scope of application

These Terms and Conditions of Participation govern the contractual relationship between Congress - Tourismus - Würzburg, Eigenbetrieb der Stadt Würzburg, (hereinafter referred to as CTW) as the event organizer and the respective event participant (hereinafter referred to as participant).

2. Registration for the event

Registration for participation is made in written form, as text or online. The registration represents a binding offer by the participant to participate in the event designated by CTW. The contract is concluded with the electronic submission or written confirmation of the participation by CTW.

3. Event formats

3.1 Due to restrictions imposed in response to the COVID-19 pandemic, CTW events will, whenever possible, be organized not only as live events but also in a virtual event format. Details on this can be found in the respective registration documents. The event formats offered are differentiated as follows:

- Live event (hereinafter also referred to as face-to-face event) allows participants to be present in person at the Congress Centrum Würzburg.
- On demand event allows participants to get access to the lectures of the scientific symposium via a link. The lectures will be provided for a period of three months after the end of the live event.

3.2 CTW reserves the right to make changes in content and organization or to deviate from the announced format and program. This also includes the right to replace announced speakers in case of need (e.g. sickness, accident) with other speakers who are similarly specialized with regard to the announced topic.

4. Participation fee

4.1 The full participation fee covers both live and on demand admissions to the event. Participants who book only on demand attendance pay the reduced participation fee shown in the registration documents.

4.2 If it is not possible to grant access to the event to all participants registered for the face-to-face event as a result of official or regulatory orders – due to the COVID-19 pandemic – the number of participants for the face-to-face event will be limited by the order in which registrations are received. Affected participants will be informed immediately and will receive a proportional refund, worth the full participation fee minus the fee for the on demand event format.

4.3 If the event is not (or cannot be) held in the virtual space either, any fees already collected will be refunded for this format as well.

4.4 The participation fee is due after confirmation of the registration and receipt of the invoice. It is to be paid without bank charges and without deductions within 14 days to the account of CTW. All prices quoted include the value added tax applicable at the time the service is provided.

5. Withdrawal of the participant

5.1 A participant who has already registered and can not participate at the event can name a substitute participant at any time up to 7 days before the event, at no additional cost.

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5.2 Unless otherwise specified in the registration documents, the participant has the right to withdraw under the following conditions, apart from the mandatory statutory rights of withdrawal:

- up to 6 months before the event: no cancellation fee
- up to 4 weeks before the event: 50% of the participation fee
- less than 4 weeks before the event: 90 % of the participation fee

The participant is allowed to prove that CTW has not suffered any damage or that the damage is significantly less than the cancellation fee in favor of CTW.

5.3 Withdrawal or cancellation of participation must be made in written form. For compliance with the deadlines specified in 5.2, it is sufficient that the participant declares the cancellation in text form to CTW electronically in a timely manner or submits it in writing.

6. Force majeure, pandemic-related restrictions

6.1 Force majeure is an event that has a massive external impact on the contractual relationship, which is unforeseeable according to human understanding and experience, and which cannot be prevented or rendered harmless by economically acceptable means, even by exercising the utmost care that could reasonably be expected in the circumstances. Force majeure entitles the contracting parties to withdraw from the contract.

6.2 In case of "force majeure", CTW is additionally entitled to postpone, shorten, limit or only have a virtual version of the event. The same also applies with regard to the occurrence and further development of pandemics in accordance with the German Protection against Infection Act (Infektionsschutzgesetz (IfSG)). They entitle the organizer to cancel, postpone or restrict the face-to-face event as early as 10 weeks before the event, even if at the time of the decision it is not yet possible to make a reliable negative forecast about the further course of the pandemic and the continuation of restrictions under the IfSG.

6.3 In these cases, the reimbursement of participation fees shall be governed by the regulations set out in Sections 4.2 and 4.3. Travel and accommodation costs that can no longer be cancelled shall be covered by each participant himself/herself. They will not be covered by CTW.

7. Liability

7.1 CTW accepts no liability for the content and completeness of the conference documents prepared by speakers and third parties for the participants. Claims against CTW for damages or reduction of the participation fees are excluded in this respect.

7.2 CTW shall not be liable for the loss of valuables (laptop, tablet, etc.) brought into the event rooms and carried by participants, unless a special contract of safekeeping against payment is expressly established.

7.3 If CTW violates essential contractual obligations, the liability for damages in case of simple negligence is limited to the direct average damage which is foreseeable and typical for the type of agreement. Claims for damages due to breaches of duty for which CTW is responsible and which do not concern essential contractual obligations are excluded unless they are based on gross negligence or intentional culpable conduct of CTW. Essential contractual obligations are those obligations whose fulfillment enables the proper execution of the contract in the first place and on whose compliance the contractual partner could rely, i.e. the essential contractual main obligations.

7.4 CTW shall be liable without limitation for personal injury resulting from a breach of duty for which CTW is responsible.

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7.5 The above liability regulations and liability limitations also apply in full to the legal representatives and vicarious agents of CTW.

8. Copyright, image capturing, data protection

8.1 By registering, the participant agrees that he/she may be recorded visually and/or verbally as part of a face-to-face event and that the recordings of him/her may be shown in the virtual event format, published on websites and/or in publications of CTW and third parties for the purpose of reporting and marketing the event that was attended, without any claim to compensation.

8.2 With the registration, the participant grants CTW the free, spatially and temporally unrestricted right of use to recordings for which the participant has a right to his/her own image.

8.3 Recordings of participants at events may also be published without the consent of the person concerned in accordance with the provisions of Section 23 of the German Act on Copyright in Works of Fine Arts and Photography (Kunsturhebergesetz (KunstUrhG)).

8.4 CTW stores personal data of participants in accordance with the provisions of the EU General Data Protection Regulation for event management (Art. 6 para. 1 lit. b) GDPR) and for inviting the participant to recurring follow-up events (Art. 6 para. 1 lit. f) GDPR) for a period of up to 24 months after the event. The information required for invoicing is stored or retained for a period of 10 years in accordance with statutory periods. External service providers who receive personal data from participants on behalf of CTW for the purpose of participant registration and accreditation are contractually obligated to maintain confidentiality and to comply with the provisions of the DSGVO. For more information on the processing of participant data and rights, please refer to [CTW's privacy policy](#)

9. Hygiene regulations/hygiene concept for face-to-face events

9.1 The event organizer takes the protection of the health of all participants, faculty members and its own employees very seriously. Accordingly, during the face-to-face event, the organizer strictly ensures compliance with infection protection and hygiene measures based on the Bavarian Infection Protection Measures Ordinance (Bayerische Infektionsschutzmaßnahmenverordnung) in force at the time of the event.

9.2 For face-to-face events, CTW has a hygiene concept, which must be followed by all participants and which is monitored at the venue. CTW informs in due time before the event about the hygiene protection measures currently valid at the time of the event. If participants refuse to comply with the hygiene regulations or deliberately violate them, CTW is entitled to exclude the participant from the event. A refund of the participation fee is excluded in these cases.

10. Right of withdrawal for consumers

10.1 If the participant is a consumer within the meaning of Section 13 of the German Civil Code (Bürgerliches Gesetzbuch (BGB)), the provisions of the cancellation policy according to Sections 10.2 and 10.3 shall apply.

10.2 Right of withdrawal: The participant can withdraw the contract declaration within 14 days without giving reasons in any form according to Section 355 I 2 BGB. The withdrawal period is fourteen days from the day of the conclusion of the contract. To meet the deadline, it is sufficient to send the withdrawal in time. The withdrawal is to be sent to: Congress - Tourismus - Würzburg, Eigenbetrieb der Stadt Würzburg, Am Congress Centrum, Turmgasse 11, 97070 Würzburg or by fax to +49 931 37 23 52 or by e-mail to ranm@stadt.wuerzburg.de

10.3 Consequences of withdrawal: In the event of withdrawal, services already received by both parties must be returned. Obligations to refund payments already made must be fulfilled within 30 days. For the participant, the period begins with the dispatch of the notice of cancellation, for CTW with its receipt.

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11. Gender reference

For reasons of better readability alone, the simultaneous use of masculine, feminine and other forms of language has been avoided. All personal designations apply to all gender forms. This does not imply any discrimination against the other genders but is to be understood as gender-neutral.

12. Online platform for out-of-court dispute resolution in accordance with Section 36 of the German Consumer Disputes Resolution Act (Verbraucherstreitbeilegungsgesetz (VSBG))

12.1 As an online provider, we are obliged to refer consumers to the online dispute resolution platform (ODR platform) of the European Commission. This ODR platform can be accessed via the following link: <https://webgate.ec.europa.eu/odr>.

12.2 However, CTW does not participate in dispute resolution proceedings before a consumer arbitration board and is neither willing nor obliged to do so.

13. Applicable law, place of jurisdiction

13.1 The law of the Federal Republic of Germany shall apply to all legal relationships between the parties excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the state in which the consumer has his habitual residence.

13.2 If the participant is not a consumer or if the participant has its registered office outside the territory of the Federal Republic of Germany, Würzburg shall be the exclusive place of jurisdiction for all disputes arising from this contract if the contract or claims arising from the contract can be attributed to the professional or commercial activity of the participant. In the above cases, however, CTW is in any case entitled to appeal to the court at the registered office of the participant.

14. Final clause

Additional agreements or subsequent amendments to the contract require at least text form with confirmation by both parties in order to be effective.