

## **Terms of Registration and Payment**

### **1. Scope**

These general terms and conditions apply to the conference delegates attending the **3<sup>rd</sup> European ENT Symposium** (“Delegates” or individually “Delegate”).

### **2. Formation of the contract**

2.1. Registration by Delegate is binding for Delegate.

2.2. A contract comes into force upon receipt of the booking confirmation sent by Brainlab Sales GmbH (“Organizer”) to Delegate.

### **3. Services, terms of payment, default, cancellation**

3.1. The following services are included in Delegates’ fees:

- A group dinner on Thursday evening, November 9, 2017 at Cafe Glockenspiel,
- Presentations attendance on Thursday, November 9, 2017 and Friday, November 10, 2017,
- Coffee breaks on November 9 and November 10, 2017,
- Lunch on November 10, 2017,

3.2. Delegate shall pay the agreed prices for these Services. The agreed prices include the applicable value added tax.

3.3. Invoices of Organizer are payable in full within 10 days of receipt of the invoice by Delegate.

3.4. In case of cancellation within 42 calendar days before the event no refund will be made.

3.5. In case Delegate does not provide the agreed payment for the blocked seat at the event within the notified appropriate period of grace following a reminder, Organizer reserves the right to cancel the contract.

3.6. Cancellations must be made in writing.

3.7. Further, Organizer is entitled to withdraw from the contract for justifiable reason. This particularly applies to the case of acts of God or other circumstances beyond the control of Organizer, which prevent the fulfillment of the contract.

### **4. Instructions on withdrawal and model withdrawal form for consumers**

4.1. When acting as a consumer while concluding this contract you have the right to withdraw from this contract within 14 days without giving any reason.

4.2. The withdrawal period will expire after 14 days from the date of contract conclusion. To exercise the right of withdrawal, you must inform Organizer at

Brainlab Sales GmbH  
Olof-Palme-Straße 9  
81829 Munich  
Tel.: +49 89 99 15 68 0  
[ent@brainlab.com](mailto:ent@brainlab.com)

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

4.3. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### 4.4. Effects of withdrawal:

If you withdraw from this contract, Organizer shall refund all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by Organizer), without undue delay and in any event not later than 14 days from the day on which Organizer is informed about your decision to withdraw from this contract. Organizer will carry out such refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such refund.

4.5. If you requested Organizer to begin the performance of Services during the withdrawal period, you shall pay to Organizer an amount which is proportionate to what has been provided by Organizer until you have communicated your withdrawal from this contract to Organizer, compare to the full extent of the contract.

4.6. You may download and use the model withdrawal form available here as a PDF file.

#### 4.7. Exclusion of right of withdrawal:

The right of withdrawal does not exist if, when entering into a legal transaction, you predominantly act in exercise of your trade, business or profession and are therefore deemed to be an entrepreneur (Section 14 German Civil Code, "BGB").

4.8. The right of withdrawal vis-à-vis Organizer does not apply to agreements you enter into with third parties, i.e. where Organizer is not legally involved. Any such rights of cancellation may only be brought against the respective third party.

#### 4.9. Other additional information:

You expressly agree that Organizer will start to render the Services before the end of the withdrawal period.

### **5. Changes to the program**

5.1. Organizer reserves the right to make changes to the program, even at short notice and with or without prior notification.

5.2. There is no refund – neither in full nor in part – in case of cancelled speeches or changes to the program.

### **6. Data protection, data collection, usage, placement and publishing of content**

6.1. Data about Delegates will be stored by Organizer for the organization of the event. The collection, processing (this includes storage, alteration, transmission, blocking and deletion) and usage of data occur exclusively in accordance with the applicable legal requirements for data protection.

6.2. The internet pages of Organizer include links to other websites. Organizer is not responsible for the data protection guidelines or practices of other websites.

### **7. Consent to photo taking, audio and/or video recording**

7.1. Organizer in the sense of this clause 7. means Brainlab Sales GmbH as well as its affiliates within the meaning of para. 15 of the German Stock Corporation Act ("Aktiengesetz")

7.2. Delegate gives his free and voluntary consent to Organizer taking photos, audio and/or video recordings ("Images") with Delegate's involvement during the course of the event as well as subsequent storage of such Images by Organizer.

7.3. Delegate grants to Organizer the unrestricted right to use, reproduce, edit, and display such Images for marketing purposes on corporate websites and/or social media sites directly associated with Organizer (including but not limited to Organizer's profiles on Facebook, LinkedIn, YouTube, Slideshare) as well as on brochures, flyers etc.

7.4. Delegate will not be granted financial or other remuneration for the use of the Images.

7.5. Delegate may revoke his consent according to this clause 7. in writing directed to Organizer at any time with immediate effect for the future. Such revocation does not apply to Images already published upon receipt of the revocation.

### **8. Liability**

8.1. Organizer shall be liable only for damages (i) to the extent they have been caused by Organizer's negligent or willful breach of an essential obligation under the contract; liability for negligence in this respect shall be limited to foreseeable damages; or (ii) to the extent they have been caused by gross negligence or intentional misconduct on Organizer's part. Essential obligations are those that enable the realization of the contractual relationship in the first place and on observance for which the parties may regularly trust. The foregoing shall apply for any and all claims, including but not limited to tort claims.

8.2. Organizer is not liable for compensation of consequential damages, particularly not for loss of profit, except in the case of infringement of essential obligations.

8.3. The limitation of Organizer's liability as set forth in clause 8.1. and 8.2 shall not apply to damages caused by Organizer's gross negligence or willful misconduct, bodily injuries, compromised health or death or to any claims under the German product liability act (Produkthaftungsgesetz).

8.4. Delegate is responsible for himself during the event and is liable for any damages he causes. Delegate must replace loaned materials that are lost or damaged beyond normal wear and tear.

8.5. Organizer is not responsible for statements, valuations, ratings etc. given in the course of the event. Any liability of Organizer in such connection is excluded.

## **9. Written form, competent court, validity**

9.1. Changes to these terms of registration and payment between the parties must be made in writing. This also applies to the written form requirement itself.

9.2. By way of derogation from clause 9 para. 1 also informal amendments or additions of this contract are effective in case they are individual agreements in the sense of § 305b German Civil Code (BGB).

9.3. The exclusive place of jurisdiction shall be the place of Organizer's registered office if Delegate is acting in its capacity as entrepreneur (section 14 German Civil Code, "BGB").

9.4. The contract and these terms shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention on the International Sale of Goods as of April 11, 1980 and also excluding conflict of laws provisions.

9.5. If any part of the terms of registration and payment is held void or unenforceable, such part will be treated as separable, leaving valid the remainder of these terms. The invalid clause will be replaced by the valid clause that comes closest to the commercial intention of the invalid clause. The aforementioned provisions shall also apply in case of any gaps in these general terms and conditions