

# Terms and conditions for participation in events of Fintech Week Eventmanagement GmbH



## 1. Event organiser

The event organiser (hereinafter, "Organiser") is Fintech Week Eventmanagement GmbH, Eifflerstr. 43, 22769 Hamburg, Germany, as registered at Hamburg District Court (*Amtsgericht Hamburg*) under HRB 151082, represented by its directors Robert Beddies and Clas Beese, [info@fintechweek.de](mailto:info@fintechweek.de).

For the purposes of events provided by so-called "Event Hosts" under the brand of Fintech Week Eventmanagement GmbH, the Event Hosts themselves are to be considered Organiser and the terms and conditions of the respective Event Host apply.

## 2. Scope and entering into force of the contract

For contracts affecting participation in events provided by Fintech Week Eventmanagement GmbH, the specific conditions of each particular event apply in addition to the following terms and conditions.

Fintech Week Eventmanagement GmbH makes use of the online ticketing platform "Eventbrite Inc". A ticket order via that platform merely represents an offer on the part of the party placing the order with a view to entering into a contract whose content includes Fintech Week Eventmanagement GmbH's terms and conditions. The offer is considered to have been made as soon as the field "Order now" is clicked. A contract with Fintech Week Eventmanagement GmbH does not enter into force until the ordering party receives a transaction number from Eventbrite after entering valid payment details.

The Eventbrite [Terms of Service](#) and [Organiser Refund Policy](#) apply.

Amendments of, and/or additions to, the contract are only valid if made in written form. Oral agreements are only binding if confirmed in writing by Fintech Week Eventmanagement GmbH.

Fintech Week Eventmanagement GmbH is entitled to reject the registration for an event in justified cases. Eventbrite is also entitled to cancel an order for which a transaction number has already been issued (unilateral right of cancellation) if the ordering party violates the terms and conditions laid down by Fintech Week Eventmanagement GmbH or Eventbrite as referred to during the ordering process. The declaration of cancellation/rescission (*Stornierung/Rücktrittsrecht*) can also be

implied by the refund of any fees paid. The aforementioned right of rescission (*Rücktrittsrecht*) is defined by §§ 346– BGB (German civil code) to the exclusion of § 350 BGB.

The Organiser explicitly draws attention to the consent to s. 6 of these terms and conditions, which the ordering party issues according to art. 6 (1) no. 1a GDPR, upon ordering their ticket(s).

### **3. Participant fee and refund**

The fee for participation is due once for each person, for each individual event they attend. Fintech Week Eventmanagement GmbH reserves the right to amend the programme of any event such that it departs from what is publicised in the participant booklet or on the internet; and to replace or cancel individual sessions within an event as circumstances may require and insofar as this amendment or cancellation is reasonable with regard to the participant's interests, including at short notice. Such amendments do not give rise to a right to a refund or compensation for consequential losses, either in part or in full.

No right to an event being conducted by a particular speaker is granted. This applies even if the event has been announced with the name of a particular speaker. Fintech Week Eventmanagement GmbH is entitled to cancel or reschedule an event where a minimum number of participants is not exceeded, where a speaker is ill or otherwise unavailable, where the event location is closed or disrupted, or in the case of *force majeure*. In the case of cancellation, Fintech Week Eventmanagement GmbH will refund any participation fees already paid in full or in part. No further redress, in particular compensation claims for loss due to travel and accommodation costs, can flow from this. In the case that a participant is prevented from taking part in the event due to rescheduling on the part of Fintech Week Eventmanagement GmbH, they are entitled to withdraw from the contract. Any cancellation due to an insufficient number of participants will be communicated at least two weeks before the event.

### **4. Due date and payment**

The participation fee is due immediately upon receipt of the Eventbrite transaction number.

In case of late payment, Fintech Week Eventmanagement GmbH is entitled to apply interest. Statutory rules apply.

Where the participant retrospectively amends their invoicing information, Fintech Week Eventmanagement GmbH is entitled to apply an administration fee of €10.

## **5. Cancellation conditions**

Cancellations can be carried out exclusively via the online platform "Eventbrite Inc."

The following conditions apply to cancellations on the part of event participants:

- Full refund up to 30 days before the event.
- 50% up to 7 days before the event.
- No refund less than 7 days before the event.

If the participant proves that no expenses, or expenses below that of the reimbursement, have been incurred, then this is waived or reduced accordingly.

A participant may be represented by a third party where no relevant access restrictions apply.

No right to a refund of the participant fee arises in the case of illness.

## **6. Right of use of event documents**

Documents made available to the participant in the course of the event may not be copied, distributed, exploited, made publicly available or in any other way used or modified without the express written permission of Fintech Week Eventmanagement GmbH.

Exploitation rights can only be granted via express written confirmation.

Sessions are protected by the law of intellectual property. Any form of photography, filming and recording on storage media as well as the distribution of the same are, in principle, desired on the part of Fintech Week Eventmanagement GmbH unless a participant, Event Host, speaker, Organiser or other affected party explicitly objects.

Livestreaming is only allowed where prior permission is granted by the Organiser.

Requests are to be submitted a minimum of two days in advance to:

info@fintechweek.de.

## **7. Data protection, image and sound recordings**

Fintech Week Eventmanagement GmbH digitally stores and processes personal data you transmit for administration purposes.

By registering for an event, the participant declares their consent to collection, storage and processing of their personal data. Information is used within the realms of applicable legal restrictions for the purposes of informing participants via post, email or telephone about events that the participant has registered for as well as other offerings provided by Fintech Week Eventmanagement GmbH. The participant is entitled to raise an objection to the use of their data for the purposes of marketing or personalised form of address, in written form via email, to Fintech Week Eventmanagement GmbH: info@fintechweek.de.

The participant's name and address details can be made available to other participants via a list of participants if the participant has given their consent.

It is necessary for Fintech Week Eventmanagement GmbH as an event organiser to promote future events with photographs and videos in order to demonstrate the attractiveness of their events. Fintech Week Eventmanagement GmbH thus has a legitimate interest in the sense of art. 6 (1) 1f GDPR to take photographs and make videos of the event, on which the audience is visible, and to use them for the purposes of promoting future events, and in particular to copy, distribute, display, make publicly available, perform, transmit and / or replay them on image / sound storage media, with no territorial limitations. The recordings thus produced can, for the aforementioned promotional purposes, also be made available on the social media channels of Fintech Week Eventmanagement GmbH or distributed to third parties. There is no temporal limit on such use. Further information can be found in Fintech Week Eventmanagement GmbH's [data protection statement](#).

In principle, participants are entitled to take photographs and make film and sound recordings. This does not affect the rights of other persons present at the event, which have to be given due regard. Further, this entitlement does not apply to programme items accordingly marked by Fintech Week Eventmanagement GmbH, of which recordings in any form are expressly prohibited. Where violations occur, Fintech Week Eventmanagement GmbH is entitled to expel the participant without refunding the ticket price and to bar them from the premises.

Fintech Week Eventmanagement GmbH hereby explicitly informs participating persons of their rights. The participant has the right:

- to request to be notified whether the participant was recorded by the Organiser and how the recordings will be, or have been, used,
- to request the deletion of recordings of them in accordance with art. 17 GDPR,
- to request the limitation or exploitation of recordings of them according to art. 18 GDPR,
- to object to the use of recordings of them made by the Organiser according to art. 21 GDPR,
- to request the transmission of the recordings according to art. 20 GDPR.

Requests by email are to be sent to: [datenschutz@fintechweek.de](mailto:datenschutz@fintechweek.de).

The participant has recourse to the Hamburg Data Protection Authority if they wish to complain about the use of their data by the Organiser. Kurt-Schumacher-Allee 4, 20097 Hamburg, Germany. Tel. 040 / 428 54 – 4040. Fax: 040 / 428 54 – 4000.

Email: [mailbox@datenschutz.hamburg.de](mailto:mailbox@datenschutz.hamburg.de).

## **8. Liability and guarantee**

Fintech Week Eventmanagement GmbH assumes no liability for information communicated at the events and / or event documents being up-to-date, accurate, complete or its quality unless Fintech Week Eventmanagement GmbH can be proven to have acted intentionally or with gross negligence. Fintech Week Eventmanagement GmbH assumes no liability for material or intangible damages caused by the use or non-use of any flawed or incomplete content within sessions / event documents.

Where substantive obligations arising from the contractual relationship are not concerned, Fintech Week Eventmanagement GmbH and its agents assume liability only for damages occasioned through demonstrably intentional or grossly negligent violation of an obligation within the auspices of the contractual relationship that are to be considered typical, foreseeable damages.

Fintech Week Eventmanagement GmbH assumes no liability for damages on the way to or from event locations.

## **9. Place of jurisdiction and place of fulfilment**

German law applies, to the exclusion of UN Sale of Goods law. Insofar as legally permissible, the agreed place of jurisdiction and fulfilment is Hamburg, Germany.

## **10. Final provisions**

Should individual clauses within these Terms and Conditions be partially or fully invalid, or should the contract be incomplete, the validity of the remaining clauses or parts of the affected clauses remains unaffected. In this case, the relevant statutory provisions take the place of the invalid or missing provisions.

## **11. Notification of right to cancel**

The participant has the right, insofar as they are a private consumer, to cancel their registration within 14 days without giving reasons, exclusively in writing by email. The cancellation period begins with the receipt of this notification of their cancellation right, i.e. upon their registration via Eventbrite. No cancellation fees will be incurred. To comply with the period, an email bearing notification of the cancellation to the following address is sufficient: Fintech Week Eventmanagement GmbH, [info@fintechweek.de](mailto:info@fintechweek.de).

The right of cancellation does not apply if the booked event has already started, regardless of whether the participant attends or not.