Süddeutsche Zeitung

General Terms and Conditions for Events

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1. Geltungsbereich

(1) These General Terms and Conditions (“GTC”) apply to all contracts and contractual offers between Süddeutsche Zeitung GmbH (“Organizer”) and the respective third party (“Participant”) in connection with all events of SZ and, where applicable, the co-organizers or cooperation partners expressly named in the respective event (in particular in connection with attendance at such events, their preparation and implementation, the provision and receipt of services preparing for or accompanying the event, or other business relationships, but not, however, exhibition and sponsoring, see Section 6), irrespective of whether such events take place physically (e.g. trade fairs and congresses; “On-site Events”) or digitally or virtually (e.g. webinars; “Digital Events”) or in a mixed form (e.g. live stream of an event taking place physically; “Hybrid Events”).

(2) These GTC shall apply exclusively. Deviating terms and conditions of the Participant shall only become part of the contract if and to the extent that Organizer has expressly agreed to their validity in writing. This requirement of consent shall apply in every case, for example even where Organizer accepts the Participant’s general terms and conditions without objection.

(3) Individual agreements made with the Participant in specific cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these GTC. Subject to evidence to the contrary, a written contract or the written confirmation by Organizer shall be decisive for the content of such agreements.

(4) Legally relevant declarations and notifications by the Participant in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in cases of doubt regarding the authority of the person making the declaration, shall remain unaffected.

(5) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTC.

(6) The Participant is a consumer insofar as the purpose of the services cannot predominantly be attributed to his commercial or self-employed professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity which, when concluding the contract, is acting in the exercise of its commercial or self-employed professional activity.

(7) If Organizer holds an event together with one or more additional organizers, Participants shall be informed separately of such additional organizer(s) when registering for the event and shall also receive further information on any deviating or supplementary event terms and conditions of such additional organizer(s).

2. Organizer

Süddeutsche Zeitung GmbH
Hultschiner Straße 8
81677 Munich
Phone: +49 (0) 89 / 21 83–4 01
Email: events.szmb@sz.de

3. Conclusion of Contract

(1) All contracts between the Participant and the Organizer must, in order to be valid, be in written form and signed by both contracting parties. If, in the course of performing the contract, supplements or amendments to the contract are agreed, the requirement of written form shall be deemed satisfied if the respective declaration is transmitted in electronic form, by fax or by e-mail and is confirmed by the other party.

(2) In deviation from paragraph 1 above, a contractual relationship may also come into existence, in accordance with this paragraph 2, through a registration submitted by the Participant via a digital registration form

provided on the event website and accepted by the Organizer. The Organizer has engaged the service provider doo GmbH (“doo”) to facilitate the registration and sign-up options for the respective event created via the platform, to handle, where applicable, the payment transactions with the Participants via a licensed payment service provider, and to send registration confirmations to the Participants. In the case of a paid event, doo shall send the invoice in PDF format exclusively to the e-mail address specified by the Participant together with the registration confirmation. The invoice must be settled in accordance with the due date specified therein and in any event before the start of the event. doo is not the organizer of the events offered via the event website, is therefore not responsible for them, and in particular shall not be liable for the cancellation of an event or non-performance of the contract by the Organizer and, where applicable, any co-organizers or cooperation partners expressly named for the respective event. By purchasing or registering for an event via the event website, a contract concerning the right to attend the event is formed exclusively between the respective Participant and the organizer named in the event offer. Submission of the completed registration form constitutes an offer by the Participant to conclude a contract. The Organizer will review whether it wishes to accept this offer. The Organizer is not obliged to accept it. A contract is concluded when the Organizer accepts this offer and confirms this to the Participant in text form (including by e-mail).

4. Terms of payment

The amounts invoiced by the Organizer are payable without deduction on the dates stated on the invoices, quoting the invoice number.

5. Photo and film shooting

During the event, photo and video recordings (hereinafter: “Recordings”) will be made. The Organizer uses these Recordings for the purpose of documenting the event and promoting future events. For these purposes, the Recordings will subsequently be published on the Organizer’s websites and in printed programmes for future events. For the aforementioned purposes, the Organizer also publishes the Recordings on social networks such as Instagram, LinkedIn, Xing, and Twitter. If the Organizer holds

events together with an event partner or cooperation partner, the Organizer may pass on the Recordings to such partners or, upon request, to speakers and other partners. Apart from this, the Organizer does not pass the Recordings on to third parties. This is permitted under Article 6 (1) sentence 1 lit. (f) GDPR, as the Organizer has a legitimate interest in publishing and documenting its events and promoting future events using Recordings of past events.

Since Participants are attending a public event, the Organizer assumes that, from the Participant's perspective, there are no general reasons against the making of Recordings and the processing of such Recordings for the purposes described above. Should this nevertheless be the case, the Participant is hereby requested to contact the information desk on site without delay and declare his objection there. In such a case, the Participant is also requested, insofar as this is possible for him, to take care not to be photographed or, if preferred, to contact the photographer(s) directly.

6. Exhibition/Sponsorship

The conditions of the trade exhibition/sponsorship accompanying the event are regulated in each case by way of event-specific conditions.

7. Special regulations for face-to-face events

(1) The location of the event is shown in the respective event program or the website of the event.

(2) Travel and accommodation are to be organized/booked by the participant at his/her own expense.

(3) The participant must present a valid ticket or other designated admission authorization at the admission control without being requested to do so. Since the access authorization is personal, the participant may also be asked to identify himself/herself by way of a valid official identification document. If the participant is granted admission, he or she will receive a non-transferable badge (e.g. an event badge or wristband) that he or she must carry on their person during the respective event, in particular in order to be allowed back in after leaving the event premises.

(4) The Organizer reserves the right to refuse admission to Participants who violate the house rules, who appear aggressive or disruptive, or who are under the influence of intoxicants. Weapons or dangerous objects may not be brought into the event premises. During the events, the Organizer exercises domiciliary rights. Its instructions must be followed. The respective house rules of the event venue must be observed for the duration of the stay on the premises. In the event of violations of the house rules or unauthorized ambush/guerilla marketing activities, the Participant may be excluded from further participation in the event and requested to leave the premises. Any further claims against the Participant remain unaffected.

8. Special regulations for digital events

(1) Participation in digital events requires the use of the Organizer's digital services.

(2) The Participant warrants that all data provided by him during registration for the digital services are true and complete. The right to use the online services applies only to the Participant personally and is not transferable. The access data must be kept securely by the Participant and may not be passed on to third parties. The Participant is responsible for keeping his access data confidential and is liable for any damage attributable to him in the event of misuse. The Organizer reserves the right, in the event of violations of these General Terms and Conditions (in particular due to false information during or after registration and/or unauthorized disclosure of access data) or hacking (in particular of the password), to block access to the digital services temporarily or permanently and/or to revoke the Participant's access with immediate effect or within a period determined at its own discretion and/or to terminate the contract for the use of the digital services without notice for cause.

(3) The Organizer is free in the design of the content and is entitled at any time to modify, restrict, expand or discontinue the digital services in whole or in part. In providing its services, the Organizer is free to have them rendered by third parties of its own choosing.

(4) The digital services are based in part on content provided by co-organizers, cooperation partners, sponsors and exhibitors of the Organizer; in particular, external speakers and moderators may be engaged for recordings and live broadcasts. The Organizer assumes no liability –

whether express or implied – for the correctness, completeness, reliability and timeliness of the content of the online services or for its suitability for the Participant's purposes.

(5) The digital services are not directed at persons in countries where the provision or retrieval of the content made available therein is prohibited. Each Participant is responsible for informing himself of any such restrictions before accessing these websites and for complying with them.

(6) The Participant acknowledges that 100% availability of the digital services is technically not feasible. However, the Organizer endeavours to keep the digital services available as continuously as possible. In particular, maintenance work, security or capacity concerns, as well as events beyond the Organizer's control, may lead to short-term disruptions or the temporary suspension of the online services. The online services are operated using standard market software. The software requirements stated at the time of registration are decisive. The Organizer has no control over the availability of this software and the flawless technical conditions it requires.

9. Special regulations for hybrid events

The special regulations for face-to-face events (section 7) and for digital events (section 8) apply accordingly to hybrid events.

10. Speakers; Copyrights

(1) Speakers may be replaced by others with comparable subject-related qualifications due to special unforeseeable reasons. There is no legal claim to a specific speaker. There is no entitlement to cancellation or reimbursement of costs in the above-mentioned cases.

(2) Presentations at the event will generally be given in German or English. Presentations in other languages will be translated into English and/or German. The corresponding event documentation will follow this rule. There is no entitlement to interpretation/translation.

(3) The event-related content, in particular presentations and documentation, is protected by copyright. The use of the contents is permitted exclusively for the participant's own purposes. Passing on

contents of the internet offer to third parties is prohibited, irrespective of the purpose and type of passing such contents on.

(4) Any use or exploitation of the copyrighted content beyond the respective contractual purpose, regardless of the type, in particular by copying, distribution, exhibition, reproduction in incorporeal form (right of public reproduction, i.e. lecture, performance and presentation, making available to the public, broadcasting, reproduction by means of image or audio carriers, reproduction of radio broadcasts and of making available to the public) as well as recording, digitization, storage - regardless of the form and on which carrier medium and in which technical configuration - is not permitted.

(5) The Organizer assumes no responsibility or liability whatsoever for any factual inaccuracies in the presentations and documentation.
The Organizer assumes no responsibility or liability for the design and selection of the elements of the presentations or for the delivery of the programme by the respective speakers, including any factual inaccuracies in the presentations and documentation.

11. Cancellation; Force majeure

Ich habe ein paar kurze Fragen, damit ich den Text exakt nach deinen Wünschen übersetzen kann.(1) For the events in question, consumers have no right of withdrawal pursuant to section 312g (2) no. 9 of the German Civil Code (BGB) and by way of exception to section 312g (1) BGB in conjunction with section 355 BGB, since the events constitute contracts for the provision of services related to leisure activities and such contracts provide for a specific date or period for the provision of the services.

(2) The Organizer reserves the right to change the venue, location and/or time of the entire event or individual parts thereof, to amend the duration, content and format (e.g. from in-person event to digital event, etc.) or to cancel the event at short notice. Subject to paragraph (3) or paragraph (4), this does not give the Participant the right to withdraw from the contract. In such cases, the Organizer shall inform the Participant without undue delay.

(3) In the event of a complete cancellation of the event by the Organizer for reasons other than force majeure, any participation fees already paid shall be refunded. Any further claims of the Participant are excluded unless they

are based on intentional or grossly negligent conduct on the part of employees or other vicarious agents of the Organizer.

(4) In the event of a postponement of the event, the tickets shall in any case remain valid for the new date, and participation may be transferred free of charge to substitute participants. In the event of a postponement of the event for which the Organizer is responsible, the Participant may request rescission of the contract (in which case the tickets will cease to be valid). Apart from this, in the event of a postponement of the event the Participant may only request rescission of the contract if the new date is unreasonable for him. Any further claims of the Participant are excluded unless they are based on intentional or grossly negligent conduct on the part of employees or other vicarious agents of the Organizer.

(5) Force majeure, such as war, civil war, terrorism, civil unrest, rioting, embargoes, natural disasters, fire, epidemics, pandemics, legislative activities, court decisions or official measures, or other unforeseeable circumstances beyond the Organizer's control, such as industrial disputes, strikes or lawful lockouts, operational or transport disruptions, difficulties in procuring raw materials, which prevent the Organizer from fulfilling his contractual obligations, shall extend or postpone the agreed delivery and performance periods or dates by the duration of the impediment plus a reasonable start-up period. This shall also apply if such events occur at a time when the Organizer is already in default. Notwithstanding the foregoing, the Organizer reserves the right, instead of adjusting the contract, to terminate the contract free of charge and to reclaim services already rendered.

(6) In light of the experience with the effects of the coronavirus (SARS-CoV-2/Covid-19) and the resulting extensive governmental and other measures to restrict the economy and public life, the provisions on force majeure set out in the preceding paragraph (5) shall apply accordingly, regardless of the particular case of force majeure, if
(a) an event of force majeure persists, the parties conclude a contract during such event in the expectation that the event will end or materially improve, but contrary to expectations the event continues or no material improvement occurs; or
(b) an event of force majeure ended before conclusion of the contract but reoccurs after its conclusion (e.g. where a pandemic or epidemic reoccurs).

(7) In light of the experience with the effects of the coronavirus (SARS-CoV-2/Covid-19) and the resulting extensive governmental and other measures to restrict the economy and public life, it may become necessary to subsequently reduce the number of participants in an in-person event. In this respect, the Organizer reserves the right to cancel individual bookings shortly before the event. In doing so, the “first-come, first-served” principle shall apply, and bookings with a later booking date shall be cancelled first. No claim for damages shall arise in the event of such cancellations.

12. Liability of the Organizer

The Organizer shall only be liable

- for damage caused by it intentionally or through gross negligence,
- for culpable breach of essential contractual obligations, i.e. obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Participant relies and may rely (cardinal obligations),
- for damage resulting from fraudulent misrepresentation on its part,
- for damage arising from culpable injury to life, body or health that is based on a negligent breach of duty by the Organizer.

Any further liability of the Organizer is excluded.

13. Liability of the participant

(1) The Participant shall be liable, in accordance with the statutory provisions, for all damage for which he, his vicarious agents and assistants, his guests or other third parties within the meaning of Sections 278 and 831 of the German Civil Code (BGB) are responsible in connection with the event. The application of Section 831 (1) sentence 2 BGB is excluded.

(2) The Participant shall indemnify the Organizer against all claims by third parties asserted in connection with the event, insofar as such claims are attributable to the Participant, his vicarious agents and assistants or his guests. This indemnification obligation shall also extend to any official fines and regulatory penalties (e.g. due to disturbance of the peace, obstruction of

escape routes, violation of smoking bans) which may be imposed in connection with the event on the operator of the venue.

14. Subcontractor

(1) The Participant shall fulfil his contractual obligations himself. The engagement of subcontractors, sub-contractors, sub-exhibitors or other third parties ("Subcontractors") by the Participant is only permitted with the prior written consent of the Organizer.

(2) If and to the extent that the Organizer has consented to the engagement of a Subcontractor by the Participant, the Participant shall impose on the Subcontractor all obligations incumbent upon the Participant vis-à-vis the Organizer, insofar as this is necessary for the proper fulfilment of the Participant's contractual obligations. The Participant shall ensure that Subcontractors comply with all applicable statutory provisions, in particular labour and social security regulations. In all cases, the Participant shall remain responsible and liable for any acts and omissions of the Subcontractor as if they were his own acts and omissions.

15. Data Protection

Information on data protection relevant for contract processing is provided in the Organizer's applicable data protection notices, which can be accessed by following this link: www.sz.de/datenschutz. There you will also find all further information on data protection, in particular regarding the rights of the data subject.

Data processing for performance of the contract

The Organizer processes the Participant's personal data in particular for the performance and handling of his contract (Article 6 (1) (b) GDPR). In order to inform the Participant about its own offers, the Organizer also processes the data provided, on the basis of its legitimate interests in customer analysis and direct marketing, for its own customer analyses and postal advertising (Article 6 (1) (f) GDPR).

Direct marketing

With the Participant's express consent – which may be revoked at any time with future effect – the Organizer also contacts him for advertising purposes by telephone and/or e-mail (Section 7 (2) nos. 1 and 2 UWG).

If the Participant wishes to revoke any consent given, it is sufficient to send a message stating this request to datenschutz@sz.de or to the Organizer's postal address, attn. Data Protection Department.

The Organizer also informs the Participant by e-mail about its own offers similar to those ordered by the Participant, even without his consent (Section 7 (3) UWG).

Objection to direct marketing: The Participant may object at any time to the processing of his data for direct marketing purposes (werbewiderspruch@sz.de or to the Organizer's postal address, attn. Data Protection Department).

16. Final provisions

(1) These GTC and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) To the extent permitted by law, Munich shall be agreed as the place of performance and the exclusive place of jurisdiction, including international jurisdiction.

(3) Any agreements that deviate from these GTC must be in writing. This shall also apply to any amendments to this written form requirement.

(4) Should any part of these GTC be void or contestable, the validity of the remaining provisions shall not be affected thereby. In place of the legally ineffective part, that provision shall be deemed agreed which comes closest to it in legal and economic terms and/or which the parties would have agreed upon had they been aware of the invalidity. The same shall apply in the event that any provision is incomplete.