

# **General Terms and Conditions for Events held by TUM Management Alumni e.V.**

## **1. General, scope of application**

1.1. The binding version of the General Terms and Conditions ("GTC") is valid from the time of registration for participation and the associated ticket sales for events organised by TUM Management Alumni e.V., Arcisstraße 21, 80333 Munich, Munich Register Court, Association Register No.: 11007, - hereinafter also referred to as the "Organiser". They regulate the rights and obligations in connection with the participation in such an event by the contractual partner/participant - hereinafter referred to as "Participant". Deviating or supplementary terms and conditions of the contractual partner/participant shall not become part of the contract, even if the organiser does not expressly object to them. Individual agreements take precedence (§ 305b BGB).

1.2. The contracting parties to the agreement regarding participation in an event within the meaning of these GTC are TUM Management Alumni e.V., represented by the respective Executive Board, Arcisstraße 21, 80333 Munich and the registered natural person or legal entity.

1.3. The organiser reserves the right to make changes and additions to these regulations.

Possible changes and amendments will be validated by publication on our website [www.tum-management-alumni.de](http://www.tum-management-alumni.de).

1.4. These GTC apply to event offers of the organiser that are directed at business partners and consumers. Due to legal protection regulations, provisions of these GTC that apply exclusively to consumers are named separately. They do not apply to entrepreneurs.

1.5. According to § 13 BGB (German Civil Code), a consumer is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor self-employed. No consumers are start-ups, who attend events for the purpose of starting their commercial activity.

1.6. According to § 14 of the German Civil Code (BGB), a business entity is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his or her commercial or independent professional activity. Employees of a business may participate in the events if they are registered as participants by the business and act on the businesses behalf. In this case, the contracting party is the registering business. The business legal status of the contractual partner is requested for paid events as part of the registration process under "Buyer and ticket data". Event Registrations for companies are made by selecting the item "Corporate Partner". Consumers select the item ""Students/Alumni". The person registering must answer the question truthfully.

## 2. Registration, conclusion of contract

2.1. Registration for participation in an event can be made using the registration forms prepared for this purpose on the Ticketareo website or on the organiser's website with the link "tum-management-alumni.jobteaser.com". If the prepared registration forms are not used, it is mandatory to provide the full name of the participant as well as the company address or billing address as well as telephone number and e-mail address.

2.2. Unless otherwise agreed upon on an individual basis-, the participant makes a binding offer to participate in the event by completing and submitting the registration form provided and is booked in the order in which it is received by the organiser. A contract for participation shall be concluded upon acceptance of this offer by the Organiser. Acceptance shall take the form of a confirmation of registration together with detailed information on the event, which shall be sent by e-mail or postal mail. The confirmation of registration must be brought to the event and presented if necessary. Participation without presentation of the confirmation cannot be guaranteed. If an event is already fully booked, the interested party will be informed immediately. In the case of online registration, the participant will receive an automated confirmation by e-mail that his/her registration has been received. This e-mail does not constitute acceptance within the meaning of this paragraph.

2.3. The presentation of an event in the event database, on the website of Ticketareo, or website of the organiser, or the sending of event information does not constitute a legally binding offer (invitatio ad offerendum).

2.4. The individual steps for concluding the contract via the Ticketareo website are:

Step 1: For students & alumni: Select the event on the Event & Career Center website of the organiser with the link "tum-management-alumni.jobteaser.com" and press the button "Register"; For corporate partners: They receive an invitation email from the organiser and press the button "Register now";

Step 2: Select number of tickets and ticket category, click button "Checkout" to enter the invoice data;

Step 3: Enter billing data, in particular name and address as well as e-mail

Step 4: Enter ticket data, especially name, mobile phone number and e-mail of the participant;

Step 5: Checking the data and ordering the tickets: the contractual partner has the possibility of correcting input errors by clicking the "Back" button and re-entering the data in the input field; by pressing the "Order now with costs" button the consumer/ business partner enters a binding registration. There is the possibility to view the general terms and conditions and the data protection regulations of the organiser, the declaration of agreement with the data protection regulations, and the general terms and conditions of the organiser, as well as the acknowledgement of the cancellation policy;

Step 6: Enter payment details.

At the end of the order process, Ticketareo sends an order confirmation to the specified e-mail address with the contract data.

The contractual provisions, including these General Terms and Conditions, can be retrieved upon conclusion of the contract and saved and printed out in reproducible form. The text of the contract shall be saved by the organiser after conclusion of the contract. It is then no longer accessible to the contractual partner. The participation fee stated on the registration page is the total price including taxes and duties.

2.5. The individual steps to conclude a contract via the Event & Career Center of the organiser with the link "[tum-management-alumni.jobteaser.com](https://tum-management-alumni.jobteaser.com)" are (Student or Alumni)

Step 1: Select event;

Step 2: Press the "Log in" button;

Step 3: Questionnaire regarding the event from the organiser;

Step 4: Registration and binding registration for the event by pressing the "Register" button.

2.6. In the case of participation in free ~~participation in~~ events with a limited number of participants, the organiser also reserves the right to deny access to the event on site - if necessary only temporarily and/or for parts of the event - for security reasons if the spatial capacities require this

2.7. For certain events, access to the event requires on-site registration. If necessary, name badges and/or other visual/technical means of identification will be issued for access. This ensures that only participants or other authorised persons are granted access to the event. Name badges and other means of identification may not be passed on to third parties.

### **3. Events and services description**

3.1. The performance of the service is participation in an event organised by the organiser. The content, schedule, and other details of an event are set out in the respective event description of the organiser. In the event of contradictions and in any case, the service description in the registration confirmation shall be decisive. The choice of the person(s), the lecturer(s) is determined by the organiser.

3.2. The organiser reserves the right to make changes to the programme and/or to the content of the programme for important reasons. The organiser reserves the right to appoint a substitute speaker in exceptional cases (e.g. illness, accident, etc.). The organiser shall endeavour to notify changes in due time by e-mail or on the relevant official website for the event. The contractual partner is responsible for informing the participants registered by him/her.

3.3. Travel, accommodation, and meals are not included in the event offer unless services of this kind are expressly listed in the event description. If a participant accepts duly offered

services in whole or in part, but does not claim the offer, so arises no claim to refund of the participation fee.

3.4. The organiser is not obliged to issue a certificate of participation, unless this is expressly stated in the service description or guaranteed by the organiser.

3.5. The documents provided within the framework of continuing education are prepared to the best of our knowledge and belief. Liability and warranty for the correctness, topicality, completeness, and quality of the contents are excluded.

#### **4. Participation fee, due date**

4.1. In the case of paid events, the participant is obliged to pay the agreed participation fee. The amount of the participation fee is stated in the event description. It is the final price and is binding on the participant. All participation fees include, where applicable, the value added tax.

4.2. If special prices or discounts are granted (students, members of certain organisations, etc.), this is also shown separately. If no reduction is shown, none can be granted. The reduction must be granted upon presentation of proper proof (student ID, confirmation from the university, indication of membership number). The proof must be provided during the registration process.

4.3. The participation fee is to be paid in advance according to the specified payment options. The participation fee is to be paid immediately after receipt of the invoice. The date of receipt of payment on the account is decisive.

4.4. The participant may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

4.5. Changes in the programme schedule or changes to the content of the programme with good cause do not entitle the participant to a reduction in the participation fee.

4.6. The participation fee is also owed if the registered participant does not appear at the event.

#### **5. Payment**

5.1. Payment shall be made via PayPal, the service provider commissioned separately by the Organiser. The desired method of payment, usually by credit card or instant bank transfer, will be requested at the end of the registration process.

5.2. If the participant does not pay within 14 days after receipt of an invoice, the organiser may withdraw from the contract. If the organiser withdraws from the contract, the participant loses his/her right to participate in the event. Any fees arising from the transfer shall be borne by the participant. The organiser has the right to refuse performance until the participation fee has been paid in full.

In the event of a chargeback, the organiser is entitled to withdraw from the contract immediately. The participant loses thereby his claim on Participation at the booked event. Further claims of the organiser against the participants are not affected by this.

## **6. Right of withdrawal**

**Consumers** have a fourteen-day right of withdrawal.

### **Cancellation policy**

#### **Right of withdrawal**

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day of the conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us, the **TUM Management Alumni e.V., c/o TUM School of Management**, Arcisstraße 21, 80333 Munich, (, e-mail: "**alumni-events@mgt.tum.de**") by means of a clear declaration (e.g. a letter sent by post, fax, or e-mail) of your decision to withdraw from this contract. You can use the following model cancellation form, which is not mandatory.

To comply with the cancellation period, it is sufficient that you send the notification of the exercise of the right of cancellation before the end of the cancellation period.

#### **Consequences of revocation**

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal in respect of this contract compared to the total scope of the services provided for in the contract.

Model withdrawal form according to Annex 2 (to Article 246a § 1 (2) sentence 1 number 1 and § 2 (2) number 2 EGBGB)

#### **Sample cancellation form**

(If you wish to revoke the contract, please complete and return this form). - **TUM Management Alumni e.V., c/o TUM School of Management**, Arcisstraße 21, 80333 Munich, e-mail: "**alumni-events@mgt.tum.de**".

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*) the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of consumer(s)

Address of consumer(s)

Signature of the consumer(s) (only in the case of notification on paper)

Date

(\*) Delete where inapplicable

End of the declaration of revocation

### **7. Withdrawal/cancellation by participant**

7.1. If the participant does not wish to participate in the event, he/she must declare his/her withdrawal/cancellation from the contract to the organiser by e-mail. The e-mail address is: alumni-events@mgt.tum.de.

- a) In case of withdrawal/cancellation up to 21 days before the start of the event, the participation fee will be refunded.
- b) In the event of withdrawal/cancellation less than 21 days before the start of the event, no refund of the participation fee will be made.

For events with several dates, the first date is considered the start of the event.

7.2. Refunds will be made within 14 days of cancellation/withdrawal using the payment method used at the time of booking through the payment service provider PayPal. If bank transaction fees are incurred due to a refund, these are to be borne by the participant.

### **8. Cancellation of events by organiser, withdrawal by the organiser**

8.1. The organiser reserves the right to cancel or terminate the event for good cause in accordance with the following provisions. An important reason exists if the organiser cannot reasonably be expected to hold the event, taking into account all the circumstances of the individual case and weighing up the interests of both parties. In particular, good cause shall be deemed to exist in the event of a justified risk of terrorist attacks, severe natural events/disasters, force majeure (e.g. acts of war, strikes, epidemics, operational disruptions), prevention, illness or death of a speaker or other persons who are essential for the content and implementation of the event programme.

8.2. If the event is cancelled in accordance with paragraph 1, the obligation to pay a participation fee shall lapse. The participant may demand reimbursement for payments already made. If the event is cancelled, only a pro rata refund shall be made. The participant

shall not be entitled to any further claims due to the cancellation or termination, insofar as the organiser is not responsible for the reason for the cancellation or termination.

8.3. If the number of registrations for the event is so low that it is economically unreasonable for the organiser to hold the event, taking into account the event format and the planned framework conditions for it (e.g. venue, catering, number of speakers), the organiser is entitled to declare its withdrawal from the event and to cancel it.

## **9. Liability**

9.1. The organiser is liable in the event of a breach of essential contractual obligations for intent and any negligence. The amount of liability is limited to the amount of the participation fee; liability for consequential damage and financial loss (e.g. loss of profit) is excluded, otherwise only for damage caused by intent or gross negligence. The amount of liability is limited to the amount of the participation fee; liability for consequential damage and financial loss (e.g. loss of profit) is excluded.

9.2. These limitations and exclusions of liability do not apply to claims under the Product Liability Act;

Claims due to fraudulent conduct of a contractual partner; claims arising from liability for guaranteed procurement features; damages arising from injury to life, body, or health.

9.3. Furthermore, the organiser and its vicarious agents shall not be liable for disruptions of any kind caused by circumstances beyond their control.

9.4. Liability for damage occurring during the journey to and from the venues, as well as for losses and accidents, is excluded to the extent permitted by law.

9.5. The organiser assumes no liability for the topicality, correctness, and completeness of the information and content provided by third parties in the event documents. In particular, the organiser assumes no liability for damages resulting from the application or transfer of the information learned and/or conveyed during the event.

9.6. The limitation of liability shall also apply in the event of the fault of a legal representative or vicarious agent of the organiser if claims are asserted against them.

## **10. Copyright and other rights**

10.1. The lectures and event documents issued are protected by copyright and may only be used for personal use. Rights of use are only transferred by express written granting of rights of use. Duplication, distribution, processing, or public reproduction of any kind is generally not permitted and requires the written consent of the organiser.

10.2. Audio and video recordings and descriptions of the event, the event results in whole or in part are not permitted.

## **11. Image and/or sound recordings**

11.1. The organiser shall make and use image and/or sound recordings (e.g. photographs or videos) for the purpose of Documentation, for accompanying and subsequent reporting, for

post event promotion and to announce future events. The organiser is entitled to provide the recordings to third parties (e.g. also to the press) for the aforementioned purposes and to publish them on media platforms (e.g. Facebook, Instagram, and its own website).

11.2. The organiser will ensure that personal rights of a participant are not violated in the use and exploitation of image and/or sound recordings.

11.3. The participants of the event irrevocably and free of charge consent to the organiser being entitled to create, reproduce, broadcast or have broadcast image and/or sound recordings of their person that go beyond the reproduction of a current event, as well as to use them in audiovisual media.

## **12. House rules, smoking ban**

12.1. The respective house rules at the venue apply. The participant will follow instructions in the exercise of domiciliary rights.

12.2. Smoking is generally prohibited at the venue. This does not apply to specially designated open areas or rooms.

## **13. Telecommunication connections, internet access**

13.1. The organiser is not obliged to provide internet connections (W-LAN, LAN) within the framework of an event.

13.2. If, by way of exception, this is offered at the venue, the terms and conditions for internet access applicable at the venue shall apply.

## **14. Data protection**

14.1. The data of the participant or his/her representative will be electronically stored and automatically processed by the organiser as the responsible party within the meaning of Art. 4 No. 7 DSGVO in accordance with Art. 6 Para. 1 Sentence 1 lit. b DSGVO exclusively for the purpose of implementing the event.

14.2. When conducting webinars, a common internet browser is used. For participation in the webinar, first name, surname, and an active e-mail are transmitted to the service provider required for the provision of the service in order to send the participants the required registration link for the session.

14.3. The data will be deleted as soon as it is no longer required to achieve the purpose for which it was collected. This is the case when the respective event has been completed. The implementation includes the sending of participation confirmations or any documents, insofar as this is part of the contract. In addition, data may be stored if this has been provided for by the European or national legislator in Union regulations, laws or other provisions to which the person responsible is subject.

14.4. The data will not be passed on to unauthorised third parties unless express consent is given for other use and/or utilisation of the data as specified in the respective consent in



accordance with Art. 6 para. 1 sentence 1 lit. a DSGVO. The use then also includes the forwarding of the data to third parties covered by the respective specific consent.

14.5. Further information on data protection, in particular on the data subject rights to which you are entitled, such as the right to information, the right to correction or deletion, the right to restrict processing, the right to object to processing, the right to data portability, a right of revocation if applicable, and the right to complain to a data protection supervisory authority about the processing of your personal data by us, can be found in the organiser's data protection information.

14.6. The sending of the confirmation of participation, if part of the contract, or any documents to the participants, as well as the evaluation of the feedback forms to any lecturers, can also take place by unencrypted e-mail. It cannot be ruled out that these may be read by third parties.

14.7. At the end of certain events, the participant can fill out an evaluation form. No personal data is collected in this process.

## **15. Final provisions**

15.1. Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.

15.2. Amendments to these terms and conditions must be made in writing. This also applies to the amendment of the written form requirement.

15.3. German law shall apply to all claims arising from or in connection with these General Terms and Conditions

15.4 If the participant is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or relating to or in Connection with these General Terms and Conditions shall be Munich.

15.5. Insofar as these General Terms and Conditions refer to persons and functions in the masculine form, this is done on the basis of legal formulation or for reasons of linguistic simplification.