



# General terms of participation in the event World of Data 2023 organized by b.telligent Schweiz GmbH

## § 1 Scope of validity

- (1) These general participation terms apply for participants in World of Data 2023, organized by b.telligent Schweiz GmbH (hereinafter: organizer).
- (2) World of Data takes place at Haus der Wirtschaft, Hardstrasse 1 in 4133 Pratteln, Switzerland.
- (3) The next event will be held on Tuesday, 19.09.23 from 08:00 to 17:30, followed by an evening event including dinner and musical accompaniment. The evening event is an integral part of the event and thus also subject to the conditions here.
- (4) Details of the event can be found on the registration form.

## § 2 Contract conclusion, personal registration

- (1) Registration takes place by returning (in writing or by e-mail) the signed registration form, or via the ticketing system.
- (2) The contract for participation is concluded by a written confirmation of registration from the organizer. Due to the limited number of participants, the organizer reserves the right to refuse registration requests. Confirmation or possible refusal of registration take place by e-mail.
- (3) Registration is valid only for the person named in the request. § 5 applies to any changes in the participating person (fehlt nach „Abs.“ vielleicht eine Nummer oder ähnliches ....?)

## § 3 Nature and scope of the event

The nature and scope of World of Data are described in the information brochure and at the website [www.worldofdata.ch](http://www.worldofdata.ch). In justified cases, the organizer reserves the right to change programs and speakers.

## § 4 Prices and payment terms

- (1) Prices for participation are stated on the registration form. All prices are net, plus any applicable value-added tax.
- (2) Payment of the agreed participation fee by the due date is a prerequisite for participation in World of Data. Payments against invoice are due in CHF within 14 days, without deduction, unless otherwise stated on the invoice. In the case of delayed payment or registration, the early-bird advantage expires automatically.
- (3) For the payment, the receipt on the account of the organizer is decisive for the timeliness. The participant shall bear any costs of payment transactions.

- (4) In case of default of payment, the organizer, notwithstanding any further damage claims, is entitled to demand default interest from the participant in the amount of 9 percentage points above the applicable base interest rate, as well as all other costs incurred through collection and recovery for this purpose.

## § 5 Cancellation/change of booking

- (1) Cancellation must be in writing (e-mail is sufficient).
- (2) If the participant cancels their registration up to one month (30 calendar days) before the start of the event, a processing fee of 100 € will be charged. Any participation fees already received will be refunded minus this processing fee of 100 €. If cancellation takes place up to two weeks (14 days) before the start of the event, a processing fee of 50% of the invoiced participation fee will be charged. After that, even in case of no-show, the full amount will be charged.
- (3) A processing fee of 100 CHF will be charged for changes to bookings, i.e. changes in the participant's person. Substitute participants must be notified to the organizer in writing. The organizer reserves the right to reject substitute participants in justified cases.

## § 6 Termination of the contract by the organizer/changes in date or cancellations of lecture

- (1) The organizer is entitled to immediate termination of the contract for important reasons. An important reason exists, in particular, in the following cases:
  - The participant allows a grace period set by the organizer to expire following a failure to pay the invoiced amount by the due date.
  - The organizer subsequently becomes aware of reasons which, if they had known in time, would have led the organizer to reject contract conclusion.
  - The participant violates the organizer's house rules.
- (2) Also in the case of contract termination without notice, the organizer reserves assertion of claims for damages.
- (3) The organizer reserves the right to cancel or postpone individual lectures or the event as a whole, e.g. in case of absence by speakers, excessively low number of participants, or instances of force majeure. In any case, the organizer makes every effort to inform the participant of cancellations or necessary changes as soon as possible. If the event has to be cancelled, the participant will be refunded any participation fee already paid. Further claims against the organizer are excluded in accordance with § 8.



#### § 7 Advertising, intellectual property rights, publications and film recordings

- (1) Participants are not permitted to distribute advertisements of their own services and products.
- (2) The rights to any documents, presentations or other works used during the event remain with the respective creator, unless expressly agreed otherwise.
- (3) Publications of any kind by the participant concerning World of Data, whether in the form of speech, images or text, require the organizer's prior consent.
- (4) Over the duration of the event, the participant agrees to making of photographs and/or film recordings which might include their person. The participant agrees to the organizer publishing, distributing and duplicating the photographs and/or film recordings, or otherwise making them available to third parties.

#### § 8 Limitation of liability

- (1) The organizer has unlimited liability for intent and gross negligence. For damages resulting from simple negligence comprising breach of essential contractual obligations (cardinal obligations), i.e. contractual obligations whose fulfilment is a prerequisite for proper execution of the contract and whose compliance the participant („r“ kann wohl weg) regularly relies on and may rely on, the organizer's liability is limited in amount to the contractually typical, predictable risk.
- (2) The organizer is not liable for damages resulting from simple negligence comprising breach of non-essential contractual obligations.
- (3) The foregoing provisions regarding limitation of liability and exclusion of liability on the part of the organizer shall not apply in the case of personal harm (to life, body or health), nor in the case of submitted sureties or malicious intent.
- (4) The organizer is not liable for damage, theft or other loss of personal belongings, nor for any consequential damages. Guarding of personal belongings is the responsibility of the participant.
- (5) The provisions above also apply for the benefit of the organizer's assistants.

#### § 9 House rules, violations

- (1) The participant shall comply with the organizer's house rules throughout the site during the course of the event.
- (2) Violations of these general terms and conditions for participation or the house rules entitle the organizer to immediately expel the participant at their expense without compensation, if the violations do not cease on request.

#### § 10 Place of fulfilment

The place of fulfilment is Pratteln. This also applies to the legal venue if the participant is a registered merchant or a legal person, under public law, or has no general legal venue in Germany.

#### § 11 Final provisions

- (1) Verbal collateral agreements do not exist. Collateral agreements, amendments and supplements to this contract must be in writing. This also applies to a waiver of the requirement for the written form.
- (2) Should individual provisions of this contract be or become totally or partly ineffective, this shall not affect the validity of the remaining provisions. For such cases, the parties already agree to replace each invalid provision with an effective provision corresponding as closely as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreement.
- (3) The law of Switzerland shall apply.

Valid as of: February 2023