

1	Scope	2	Subject of the contract
(1)	These General Terms and Conditions (“ Terms ”) apply to events implemented by the Fraunhofer–Gesellschaft zur Förderung der angewandten Forschung e. V., Hansastrasse 27 c, 80686 Munich, Germany, phone: +49 89 1205–0, email: info@zv.fraunhofer.de , VAT ID number DE 129515865, court of registration: Local Court of Munich, register of associations No. VR 446 (“ Fraunhofer ”), and/or its institutes or research units and offered via the MEA participant booking portal (https://events.fraunhofer.de).	(1)	The subject of these Terms is the booking of events by the Contracting Entity, participation in an event by the Participants, the implementation of the event and the performance by the Organizer of any services accompanying the event.
(2)	Fraunhofer institutes and research units are legally dependent Fraunhofer entities. Institute or research unit events are therefore considered to be Fraunhofer events. All rights and obligations stipulated in these Terms therefore apply to Fraunhofer. Declarations made by a Fraunhofer institute or research unit are attributable to Fraunhofer.	(2)	The key content, the timeline, requirements for participation in an event and any participation fees to be paid are as shown in the relevant event description in the MEA participant booking portal.
(3)	These Terms govern the rights and obligations that apply towards the natural or legal persons who enter into the contract concerning event participation with Fraunhofer (“ Contracting Entity ”) and/or the natural persons who participate in the event (“ Participants ”).	(3)	Where an event that is offered concludes with a generally recognized certificate or a certificate can be earned following an event, the relevant rules and regulations of the certification bodies responsible apply to such certification. Certification may involve additional costs (exam or test fees). Where the certification is implemented by third parties, potentially for a fee, the Participants enter into a contract with the third party in question. Fraunhofer is not a party to that contract. In this case, the relevant third party’s rules and regulations apply.
(4)	The contact for an event is the entity taking on responsibility for organizing it (the “ Organizer ”). Where an institute or research unit assumes organizational responsibility, that institute or research unit is the Organizer.	3 Registration; conclusion of contract	
(5)	“ Online Events ” means events that can be attended exclusively by means of a device connected via the internet.	(1)	Registration for an event takes place via the MEA participant booking portal. The Contracting Entity is obligated to provide truthful information.
(6)	“ Hybrid Events ” means events that can be attended both in person and online by means of a device connected via the internet; the Organizer is free to hold only the Online Event.	(2)	Events are displayed on the MEA participant booking portal in the form of a catalog. The events displayed do not constitute a legally binding offer but rather an invitation to make an offer (so-called invitatio ad offerendum). The catalog shows whether there are any delivery restrictions.
(7)	Training courses also constitute events within the meaning of these Terms.	(3)	A Contracting Entity can select an event by, for example, initially selecting the event in the catalog or on the website of the relevant Fraunhofer institute or research unit and then clicking the “Book” button. The Contracting Entity will then be asked to provide further information, which may include details concerning the scope of participation, contact information for all Participants, any additional information relevant to the specific event and information pertaining to the applicability of discounts, and to confirm this information in each case by clicking the “Next” button. Entries can be corrected up until the end of the ordering process by clicking the “Back” button and entering the correct information. To conclude the process, a summary of the information provided is provided to the Contracting Entity, who may additionally be asked to participate in a technical check intended to ensure that no automated entries have been made (reCaptcha or similar, for example). The summary also encompasses the information required pursuant to section 312j (2) of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Providing information as part of these steps does not constitute a legally binding declaration of intent on the Contracting Entity’s part.
(8)	These Terms apply exclusively, unless expressly provided otherwise in the following provisions. Contradictory, deviating, or supplementary provisions of the Contracting Entity shall not become part of the contract, even if Fraunhofer does not expressly object to them.	(4)	After the information shown in paragraph (3) above has been provided, the Contracting Entity can issue a legally binding offer by clicking the “Book now (payment required)” button. By clicking this button, the Contracting Entity is agreeing to pay if Fraunhofer accepts the offer.
(9)	Where a contract with a third party is required for technical aspects of the event (e.g., registration and/or user account with an online service provider), the applicable terms of use and/or general terms and conditions of this third party might also need to be observed. Fraunhofer shall not become a party to contracts for any services rendered by the third party.	(5)	After the button is clicked, the Contracting Entity will receive confirmation of receipt by email. This confirmation does not constitute acceptance of the Contracting Entity’s offer to enter into a contract.
(10)	These Terms do not apply to the mere temporary making available of space, facilities or other premises — whether in return for payment or free of charge — to third parties (e.g., leasing out event space) so that the third parties can hold an event.		
(11)	The language of the contract is German. Translations of these Terms into other languages are provided for the Contracting Entity’s information only. The German text shall prevail in the event of any discrepancies between the German version and any version in another language.		

(6) A contract for attending the event comes into existence when this offer is accepted by the Organizer. The offer is accepted via confirmation of registration, which is sent by email or mail.

(7) In the context of providing additional information as shown in paragraph (3) above, the Contracting Entity has the option to request suggestions for a hotel stay ("Hotel Inquiry"). In this case, Fraunhofer will endeavor to transmit such proposals to the Contracting Entity by email promptly after accepting the Contracting Entity's offer. However, Fraunhofer is not obligated to transmit a proposal; this is purely voluntary. Should it be impossible to transmit a proposal, Fraunhofer will notify the Contracting Entity thereof. Fraunhofer will not make a hotel booking for the Contracting Entity. If the Contracting Entity decides to act on Fraunhofer's suggestion, that Contracting Entity will enter into a contract directly with the hotel provider. Fraunhofer does not become a party to this contract.

(8) Where there are specific requirements Participants must meet in order to participate in an event (e.g., enrollment at a university), Participants are required to prove to the Organizer that they meet these conditions. Participants may be denied entry to the event if they have not furnished this proof.

(9) In the case of free events with limited capacity, Participants may be denied the right to participate although their registration has been confirmed if this possibility has been noted in advance in the event description.

(10) In the case of in-person events, participation is possible only if the registration confirmation is presented on-site, Participants prove their identity and, if a discount has been applied during the ordering process as addressed in paragraph (3) above, eligibility for that discount is demonstrated (e.g., presentation of a student ID).

(11) Implementation of and participation in in-person events will take place in compliance with any applicable specifications on preventing infection with and curbing the spread of pathogens such as the SARS-CoV-2 virus. Participants are required to seek information on the rules that apply to them ahead of the event and to comply with those rules. The Organizer also has the right to set and enforce house rules on site.

4 Registration; availability; access

(1) Certain events may require advance registration with third parties, for example to ensure access to certain software or to the building where the event is being held. The Organizer will notify the Contracting Entity of this beforehand.

(2) Where the Contracting Entity or Participants are sent login details for attending an online event, they are not permitted to share these details with third parties. The Contracting Entity or Participants, as the case may be, are obliged to treat login details as confidential and to protect them against access by unauthorized third parties. The Contracting Entity or Participants, as the case may be, are required to notify the Organizer without delay if they have any reason to suspect that their login details have been or are being abused by third parties who are not Participants or the Contracting Entity.

(3) Online events are generally available in real time on the scheduled date only and cannot be accessed later, except where expressly stated otherwise.

(4) Name badges and/or other visual/technical means of identification may be issued for access. Name badges and other means of identification must not be shared with third parties.

5 Contract information

(1) The Contracting Entity can access, store and print these Terms [here](#). The Organizer will store the text of the contract (contract information and conditions of participation). The Contracting Entity can consult their registration confirmation or individual event offer in text form for the contract information (training session or program booked; Participants; participation fee).

(2) Where a Participant is not simultaneously a Contracting Entity, the Contracting Entity is obligated to bring these Terms to the attention of the Participant.

6 Technical and individual requirements; Participant's obligation to cooperate

(1) An internet connection and a digital device including standard web browsers or, if applicable, additional software (an up-to-date version of each) are required to attend online events. The exact technical requirements to attend can be found in the event description or will be sent to the Contracting Entity by email prior to the event.

(2) The Participants themselves are responsible for meeting technical requirements. If the Participants do not meet the technical requirements or if technical problems for which Fraunhofer is not responsible occur during the event, this does not release the Contracting Entity from any payment obligation.

(3) In the event of technical circumstances that are beyond the Organizer's control, the Organizer is not responsible for uninterrupted access to an online event or for content associated with the online event (such as live streams, online seminars, documentation etc.) being constantly available. Access to online events and the associated content being briefly or temporarily unavailable does not entitle the Contracting Entity to any price reduction or to rescind the contract or assert claims for damages.

(4) Where Participants are required to bring or provide physical materials for the event, this is noted in the event description.

(5) Furthermore, the Organizer accepts no responsibility for disruptions whose causes are beyond the Organizer's control. These specifically include faults in the public telecommunications network and power outages.

7 Changes in the program schedule

(1) The Organizer is free in the design of the program.

(2) The Organizer is permitted to replace pre-announced speakers with others with similar qualifications, reschedule lectures or make changes to the content, provided that this does not change the thematic core of the event and its overall character is maintained. The Organizer will make every effort to communicate changes promptly by email or on its website. Changes within the meaning of this paragraph do not entitle the Contracting Entity to reduce payment or assert other claims for damages.

- (3) If the Organizer is forced to adjust the schedule and/or capacity for an in-person event due to changes of requirements of public law that take place after the contract is entered into, the Organizer is free to exclude individual Participants from the in-person event or to cancel the in-person event entirely and refer Participants to an Online Event. In this case, the Organizer will notify the Contracting Entity without delay and give the latter the opportunity to participate in the Online Event if this has not already been done. The same applies in the event that an in-person event cannot be held owing to circumstances beyond the Organizer's control. Nothing herein shall affect the provisions of section 11 of these Terms.

- (4) If a supporting program is provided by a third party in addition to the event program itself, relationships for purposes of legal transactions exist between the Participants or Contracting Entity, as the case may be, and this third party as far as the supporting program is concerned. Fraunhofer is not a party to that contract.

8 Participation fee; due date

- (1) In the case of events for which a fee is charged, the Contracting Entity is required to pay the agreed participation fee. The amount of the participation fee is stated in the event description. All fees should be understood as including VAT at the then-applicable statutory rate. Where a VAT exemption applies, this is noted accordingly.
- (2) The participation fee must be paid in advance using one of the payment options shown. The participation fee must be paid no later than within 14 days following receipt of the invoice, to the account shown on the invoice. The date when payment is received in the Organizer's account is the date determining whether payment has been made on time.
- (3) The participation fee is deemed to fully settle and discharge all claims to payment for participation in the event program as described in the event description.
- (4) The Contracting Entity is required to bear any costs for travel and overnight accommodations themselves, even if Fraunhofer has transmitted a hotel proposal in response to a Hotel Inquiry in accordance with section 3 (7) hereof.
- (5) Offsetting claims of Contracting Entity's own against claims of Fraunhofer is permissible only if the counterclaim is undisputed or has been established with final, binding legal force, is not disputed by Fraunhofer or is acknowledged by Fraunhofer, or if it is closely related to Fraunhofer's claim within the same reciprocal contractual relationship to which both Contracting Entity and Fraunhofer are party.

- (6) The Contracting Entity cannot exercise a right of retention unless their counterclaim is based on the same contractual relationship.

9 Right of withdrawal

- (1) If the Contracting Entity is a consumer as defined by section 13 BGB, that person has a statutory right of withdrawal; information on this right is provided by Fraunhofer in this section. "Consumer" means any natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession (section 13 BGB).

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days from the day when the contract is entered into.

To exercise the right of withdrawal, you must inform us

Fraunhofer Center for Maritime Logistics and Services CML
Blohmstrasse 32, 21079 Hamburg, Germany
veranstaltungen@cml.fraunhofer.de

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

To meet the deadline for withdrawal, it is sufficient that you send notice of exercising your right of withdrawal before the withdrawal period ends.

Consequences of withdrawal

If you withdraw from this contract, we will refund all payments received from you, including the costs of delivery (with the exception of additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without delay and in any event not later than 14 days from the day on which we receive notification of your decision to withdraw from this contract. We will send the refund using the same means of payment as you used for the initial transaction unless expressly agreed otherwise with you; under no circumstances will you incur any fees as a result of any such refund.

If you requested that services should start before the withdrawal period elapsed, you are required to pay us a reasonable amount covering the services provided up to the point in time at which you notified us of your rescission of this contract, in proportion to the full scope of the services envisaged in the contract.

Sample withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To
Fraunhofer Center for Maritime Logistics and Services CML
Blohmstrasse 32, 21079 Hamburg, Germany
veranstaltungen@cml.fraunhofer.de

- I/We (*) hereby give notice that I/we (*) wish to withdraw from my/our (*) contract of sale for the following goods (*) / for the provision of the following services (*)

- Date ordered (*)/received (*)

- Consumer name

- Consumer address

- Consumer signature (only where this form is submitted on paper)

- Date

(*) Strike through where not applicable.

End of withdrawal policy

- (2) There is no right of withdrawal for contracts for the provision of services in the areas of accommodation for other than residential purposes, carriage of goods, motor vehicle rental, delivery of foods and beverages or provision of further services associated with recreational activities if the contract provides a specific date and time or period for provision thereof.

10 Cancellation by Contracting Entity; designation of substitutes

- (1) No contractual right of rescission or termination on the part of the Contracting Entity has been agreed.
- (2) If Participants are unable to participate in the event for reasons for which the Organizer is not responsible, the participation fee is due nonetheless, and payments that have already been made will not be refunded. This applies even if the Contracting Entity cancels the Participant's attendance before the event starts.
- (3) Notwithstanding the provisions of paragraph (2) above, the Organizer may offer full or partial refunds of the participation fee. Further information on this is set out in the relevant event description.

- (4) If refunding of participation fees is provided for and unless otherwise stipulated in the event description, the following rules apply:
 - a. a refund of 100 percent will be paid for cancellations up to four months before the start of the event;
 - b. a refund of 75 percent will be paid for cancellations up to two months before the start of the event;
 - c. a refund of 50 percent will be paid for cancellations up to one month before the start of the event; and
 - d. no refund will be paid for cancellations less than one month before the start of the event.
 - (5) Notice of not attending must be sent to the Organizer in text form (e.g., letter, email). The postmark date or, in the case of emails, the date sent, is the date determining when the notice was transmitted.
 - (6) Except where agreed otherwise or stipulated by law, refunds will be paid within two months after the event concludes, using the payment method used when booking.
 - (7) If Participants are unable to attend the event, the Contracting Entity is entitled to name someone else to attend in the Participant's place. The substitute's name must be disclosed to the Organizer. To this end, the information required in order to register must be transmitted to the Organizer in text form, and proof that the requirements are met must be provided.
 - 11 Cancellation by Fraunhofer; rescission by Fraunhofer**
 - (1) Fraunhofer reserves the right to cancel or discontinue the event in whole or in part for good cause subject to the provisions below. Good cause is deemed to exist where, upon consideration of all circumstances of the individual case and upon weighing the interests of both sides, Fraunhofer cannot reasonably be expected to hold the event. In particular, good cause is deemed to exist where there is a credible risk of terrorist attack, natural disaster or force majeure (e.g., acts of war, strike, epidemic, business interruption) or in the event of absence, illness or death concerning a speaker or anyone else essential to the content and running of the event program.
 - (2) If the event is canceled pursuant to paragraph (1) above, the obligation to pay a participation fee ceases to apply. The Contracting Entity is permitted to request a refund for payments already made. If the event is discontinued, the Contracting Entity will receive a refund in proportion to the missed program items. The Contracting Entity has no other claims due to the event being canceled or discontinued unless Fraunhofer is responsible for the reason it was canceled or discontinued.
 - (3) If a minimum number of Participants attending the event is specified in the event description at the time of contract conclusion and, due to the format of the event and the intended operating environment (including but not limited to workshops, panel discussions or similar activities that require interaction), running the event can no longer meet the purpose of the event in respect of the Participants if this minimum number is not met, Fraunhofer is entitled to rescind the contract and to cancel the event up to 21 days beforehand.
 - 12 Disruption of the technical infrastructure**

Participants are obliged to refrain from any activity that is intended or likely to disrupt and/or excessively overload the event or the underlying technical infrastructure.
 - 13 Right to make and enforce house rules**
 - (1) The Organizer shall exercise the right to make and enforce house rules. The respective house rules and security guidelines at the event venue apply. The Organizer specifies which rooms may be used by the Participants. Participants are not entitled to use other rooms.
 - (2) The Organizer is entitled to exclude Participants from the event if they significantly, or after warning, continue to violate these Terms, impair the rights or house rules of third parties or violate generally applicable laws. In particular, Participants may be excluded if they spread offensive, defamatory or political content, harass other Participants or disrupt the running of the event.
 - 14 Coat check**
 - (1) If offered, the Participants shall use the designated coat check areas to check personal items.
 - (2) No liability is assumed for personal items and the contents of bags or pockets in items left on unsupervised coat stands or racks outside the coat check areas.
 - 15 Telecommunication connections; Internet access**
 - (1) The Organizer is not obligated to provide Internet connections (Wi-Fi, LAN) as part of an event.
 - (2) If Internet connections are offered at the event venue as an exception, the terms of use governing Internet access at the venue apply.
 - 16 Advertising and sales activities**

During the event, any kind of advertising as well as offering and selling goods or services by the Participants and/or the Contracting Entity is prohibited.
 - 17 Sponsoring**
 - (1) Notwithstanding the provisions of section 16 above, Participants who are involved in the event through financial support or support in kind (sponsors) can designate themselves as event sponsors. Details are set forth in an agreement between the Organizer and the sponsor, which must be concluded separately.
 - (2) Participants, and especially sponsors, of an event are not permitted to designate themselves as sponsors, supporters, or the like of Fraunhofer or any of its institutes unless expressly provided otherwise in a separate agreement.
 - (3) Sponsors are required to consider the legitimate interests of the Organizer and Participants. This continues to apply after the end of an event.

18	Photos, video/audio recordings	(3)	Fraunhofer is liable without limitation for intent and gross negligence and as provided in the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG). Fraunhofer is liable without limitation for negligence in the event of damage arising from loss of life, personal injury or damage to health.
(1)	The Organizer is permitted to take photos and to make video and/or audio recordings during the event, including the supporting program. These photos and recordings serve for purposes of quality assurance, documentation, reporting during and after the event and for post–event promotion as well as to announce future events. The Organizer is entitled to provide the photos and recordings to third parties (also including the press, for example) for the stated purposes and to publish them on media platforms (e.g., Facebook, Instagram and the Organizer’s own website).	(4)	In the case of slight negligence, Fraunhofer’s liability also includes cases of breach of obligations essential to the contract (cardinal obligations), meaning those obligations that enable the proper execution of the contract and on which the other party to the contract can usually rely. In this case, the scope of liability is limited to the reasonably foreseeable damage and/or losses that typically occurs. No liability is accepted for indirect damage and/or losses, consequential damage or loss of profit in cases of slight negligence. This limitation of liability also applies in the event of fault on the part of a legal representative or vicarious agent of Fraunhofer.
(2)	The Organizer shall take care to ensure that the personal rights of Participants are not violated when photos, video/audio recordings are used and commercialized.		
(3)	The Participants are not permitted to take and use photos or make and use video/audio recordings of the event (e.g., screenshots, recordings).	21	Data protection
19	Event materials; know-how, copyright and rights of use		Fraunhofer processes personal data collected in connection with registration for and participation in the event in compliance with the applicable provisions of the law on data protection. For further information, particularly on the purposes and scope of processing and on the rights of data subjects, please see Fraunhofer's data protection , which is referenced each time anyone registers for an event.
	Event documents provided, handed out or made available to to Participants for retrieval are protected by copyright. Reproduction, dissemination, and/or publication of these documents is not permitted. Reproduction of the documents without Fraunhofer’s express consent is permitted exclusively for personal purposes within the meaning of section 53 of the German Act on Copyright and Related Rights (Urheberrechtsgesetz, UrhG). Furthermore, unless otherwise agreed in individual cases, no rights of use are granted to the contents contained in the documents and communicated by the speakers.	22	Export clause
(1)	Participants and/or the Contracting Entity agree to treat as confidential all technical details, technical descriptions or specifications, construction drawings, requirements specifications, software code, scientific expert opinions and the findings or insights arising therefrom and otherwise from participation (“Know-How”) and commercial or business information, insights and findings, that are designated as confidential, for example by way of a watermark to that effect, or are expressly mentioned during the event as being confidential, and not to divulge such information, insights and/or findings to third parties. This does not apply to information that was already known to the Contracting Entity, Participants and/or the general public or was generally accessible before it was disclosed; has become known to the public or generally accessible after it was disclosed without any participation of the Participants or the Contracting Entity; corresponds to information disclosed or made accessible to the Participants or the Contracting Entity by a third party entitled to do so; or was developed independently by an employee of the Contracting Entity who had no knowledge of the information communicated.		As far as the fulfillment of contractual obligations by Fraunhofer requires approval or is prohibited due to national, European, or US regulations of foreign trade law, including embargos (and/or other sanctions), the fulfillment of the contract is subject to the grant of an approval by the competent authorities; in case of non–issuance of the approval or in case of a prohibition, there is no breach of obligations on the part of Fraunhofer. Any liability for damages on the part of Fraunhofer due to delays or performance obstacles in relation to German, European, US, or international foreign trade law regulations, including embargos (and/or other sanctions), is excluded. The same applies to other claims (such as refund or warranty claims based on advance payment guarantees or advance payment warranties, etc.).
		23	Final provisions
		(1)	Should one or several provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions.
		(2)	Fraunhofer is neither required nor willing to enter into a dispute settlement procedure under the German Act on Alternative Dispute Resolution in Consumer Matters (Gesetz über die alternative Streitbeilegung in Verbrauchersachen, VSBG).
20	Warranty for material defects; liability	(3)	These Terms are governed by the laws of the Federal Republic of Germany, excluding the provisions thereof on conflict of laws and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). With regard to a Contracting Entity or Participants whose domicile or registered office is located elsewhere than in the Federal Republic of Germany, the ordinary courts of Munich are hereby agreed as the place of jurisdiction for all disputes arising from or connected with this contract. Nothing herein shall affect any statutory provisions on restrictions of choice of law and on the applicability of non–waivable provisions, especially those of the state in which the customer is habitually resident as a consumer.
(1)	Fraunhofer is responsible for defects pursuant to the statutory provisions that apply in this regard, particularly sections 327e et seqq. BGB.		
(2)	Fraunhofer assumes no liability for ensuring that the information and content provided by third parties in the event documents are up–to–date, accurate and complete. In particular, Fraunhofer assumes no liability for damage and/or losses arising from the use or sharing of what is learned and/or communicated as part of the event.		

- (4) If the Contracting Entity or Participants are merchants (Kaufmann), legal entities under public law or a special asset fund under public law, the place of performance for Fraunhofer is the location where the Organizer has its registered office. The place of performance for payments rendered by the Contracting Entity or Participants is Munich.