

## **General Terms and Conditions to register for and attend the 48th EMAC Annual Conference 2019**

**The organiser is:**

Universität Hamburg  
Mittelweg 177  
20148 Hamburg

represented by Arne Burda and Dr. Michael Hinz, and Prof. Dr. Kay Peters (Project Manager)

(hereinafter referred to as Organiser)

**In charge of implementing registration:**

Universität Hamburg Marketing GmbH  
Feldbrunnenstr. 9, 20148 Hamburg  
Tel: +49 40 42838-9968  
Fax: + 49 40 42838-2011  
[emac2019@uni-hamburg.de](mailto:emac2019@uni-hamburg.de)

(hereinafter referred to as UHHMG)

### **1. Contracting parties and conclusion of the contract**

The Organiser offers and implements the 48<sup>th</sup> EMAC Annual Conference and its accompanying programme. In principle, participating in the accompanying programme is at one's own risk.

UHHMG organises the event on behalf of the Organiser and conducts the registration processes for the conference (and accompanying programme, if applicable) on behalf of the Organiser. Notwithstanding the above, the Organiser remains the participant's sole contract partner. Furthermore, UHHMG takes care of hotel accommodation enquiries and bookings at selected hotels where an allotment has been set up. In this respect also, UHHMG acts only as an agent in accordance with the following provisions. Regarding hotel bookings, the accommodation agreement is concluded exclusively with the respective hotel that has been booked.

In order to register to attend the 48<sup>th</sup> EMAC Annual Conference, the following link must be used: registration link <https://mi3.lambdalogic.de/unihamburg-online/EMAC.do>. Additional services (accompanying programme/workshops) can be booked via the aforementioned registration link or via e-mail [emac2019@uni-hamburg.de](mailto:emac2019@uni-hamburg.de).

The contract concerning participation at the event or any additional services (accompanying programme, etc.) is not concluded upon registration; instead, the contract is considered concluded once UHHMG has sent the participant a separate confirmation e-mail. The send history report is deemed sufficient evidence that the confirmation was delivered properly.

## 2. Fees and due date

### 2.1. Participation fee

Payment of the conference fee and any additional services (accompanying programme, workshops etc.) is due within 14 days of receiving the payment request/invoice. **The full amount is payable to the following bank account:**

**Universität Hamburg Marketing GmbH**

**IBAN: DE 02 2005 0550 1282 1322 22**

**BIC: HASPDEHHXXX.**

Receipt by UHHMG of the amount owed is decisive for determining whether the payment was made in due time.

Alternatively, the participant has the opportunity to pay the participation fee via the registration page via the external company "Ingenico" by credit card or by using PayPal.

**The participation fee due depends on the time of registration. If payment is made late, the participation price that applies at the respective time of payment receipt is due. Additional claims by UHHMG beyond this scope for default of payment remain unaffected.**

Pursuant to Section 4 (22) (a) German Value Added Tax Act (UStG), the participation fee allocated to participating in the main conference and/or workshops taking place in the scope of the conference is exempt from VAT. The 19% VAT charged for participating in the accompanying programme is included in the prices stated and is disclosed accordingly on the invoice.

UHHMG collects the participation fees on behalf of the Organiser on a trust basis. Bookings are based on the General Terms and Conditions above and on the notes on registering for the conference. Certificates of attendance/conference tickets are not issued until payment has been received in full. No responsibility is assumed for lost or unused documents, certificates of attendance or badges (admission tickets). EUR 10.00 incl. 19% VAT is charged for re-issuing any of the above.

### 2.2. Reduced participation fee

If the participant has registered at a reduced participation fee rate, the participant must present proof of being eligible for the reduced rate (student ID or equivalent) to UHHMG within 7 working days of registering. The proof may be sent per e-mail ([emac2019@uni-hamburg.de](mailto:emac2019@uni-hamburg.de)) or per post. If the proof of being eligible for the reduced rate is not presented within the aforementioned period, the regular participation fee will be charged.

### 2.3. Hotel bookings - a service provided by UHHMG

UHHMG will arrange allotments at hotels or other accommodation providers on behalf of the Organiser for conference participants during the conference. Nevertheless, the accommodation agreement is entered into directly between the participant and the chosen hotel or provider. UHHMG only acts as an agent.

The participant may use the online registration link: <https://mi3.lambdalogic.de/unihamburg-online/EMAC.do>, the fax booking form or the e-mail address [emac2019@uni-hamburg.de](mailto:emac2019@uni-hamburg.de) to enquire about hotel accommodation for the duration of the conference. The booking request is binding. As the allotment only includes a limited number of hotel rooms, the accommodation agreement is not concluded until UHHMG has sent a booking confirmation. The participant will receive a message if the requested accommodation is available. If the requested accommodation is not available, the participant will receive a list of alternatives.

Once UHHMG has confirmed the booking, the participant shall transfer the full accommodation price as per the selected hotel price and number of requested nights to UHHMG within 7 days. Thereafter, UHHMG will immediately transmit the participant's data (name, address, phone number, e-mail address and payment confirmation) to the hotel.

If the participant does not pay the bill of UHHMG for the hotel costs even after a double reminder by the UHHMG, the booking is forfeited and the room is released again.

If the possibility to cancel the room free of charge is terminated in accordance with the respective cancellation policy of the hotel earlier, i.e. before or during the initiation of the dunning levels, the booking will also be forfeited if the participant misses the 7-day payment period.

Cancellations are strictly subject to the terms and conditions of the respective hotel booked. To the extent that the participant may actually cancel its booking as per the terms and conditions of the hotel booked, UHHMG will reimburse the hotel costs already paid to the participant; in the case of cancellations at hotels where the terms state that cancellations are subject to a cancellation fee, the cancellation fee will be deducted from the amount to be reimbursed. Reimbursements are made by bank transfer.

**The following item 3 shall additionally apply to the cancellation of hotel accommodation.**

UHHMG will forward special requests (e.g. ground floor room, smoking room, handicapped accessible room, etc.) to the respective hotel if such requests are sent to UHHMG in writing or electronically. The hotel will take such requests into consideration as far as this is possible, but there is no claim to fulfilment of such special requests.

### **3. Cancellation**

#### **3.1. Cancelling attendance at the conference**

The participant is entitled to cancel its attendance at the conference and, if applicable, the accompanying programme without stating reasons in accordance with the following provisions:

- a) If cancelled until the 5<sup>th</sup> of April 2019, the participation fee is fully reimbursed less a handling fee of EUR 100.00 per person.
- b) If attendance is cancelled from the 6<sup>th</sup> of April 2019, the participation fee is due in full and is not reimbursed. The participant is entitled, however, to furnish proof that the Organiser suffered less damage or none at all. The participant is also entitled to state to the Organiser the name of a substitute who will take over the booked arrangements in full. A handling fee of EUR 25.00 incl. VAT is due for changing a booking to another name; the change is made to the booking only once this amount has been paid and UHHMG has confirmed the change in writing.

Cancellation declarations shall be sent in writing or via e-mail to UHHMG as the representative of the Organiser to the following address:

Universität Hamburg Marketing GmbH  
Feldbrunnenstr. 9, 20148 Hamburg  
Tel: +49 40 42838-9968  
Fax: + 49 40 42838-2011  
[emac2019@uni-hamburg.de](mailto:emac2019@uni-hamburg.de)

Receipt of the cancellation declaration by UHHMG is decisive for determining whether a cancellation was made in due time. Any bank fees incurred in connection with the payment are charged to the participant. This also applies to remittance costs, if the participant or his legal representative and/or persons whom he uses to perform is obligation are responsible for the remittance; slight negligence is sufficient in this respect.

#### **3.2. Cancelling hotel bookings**

UHHMG shall be notified in writing or electronic form of any changes made to hotel bookings or cancellations of bookings stating the name, address and registration number. The hotel may charge up to 100% of the first room rate if an entire booking or individual nights are cancelled. In this respect, the general terms and conditions of the respective hotel shall apply exclusively (see item 2.3).

Some hotels may also consider later arrivals or earlier departures as a cancellation and may charge accordingly. In this respect, too, the general terms and conditions of the respective hotel apply exclusively. If you require a late check in, please state this when making the booking.

#### **4. Cancellation of or changes to the event**

4.1 The Organiser reserves the right to cancel the conference if the number of participants is too low or as a result of force majeure. If the event is cancelled, UHHMG shall inform the participants without undue delay as soon as it has knowledge of such cancellation. Any participation fees already paid will in this case be reimbursed without undue delay. Other claims by the participants beyond this scope are excluded unless the participant has suffered damages that were caused by the Organiser or its vicarious agents; such claims are limited to the foreseeable damage typical of such contracts.

4.2. Participants are not entitled to assert claims against the Organiser if the event programme or venue (within Hamburg) is changed due to unforeseen circumstances or due to cancellations by speaker at short notice or for similar reasons, provided the overall nature of the event is maintained.

#### **5. Liability**

The Organiser is only liable for damage if such damage is caused by violation of a material contractual obligation or by intentional or grossly negligent conduct by the Organiser or its vicarious agents. In case of violation of a material contractual obligation, liability (also in case of negligent conduct) is limited to the foreseeable damage typical of such contracts. A material contractual obligation is defined as an obligation that is essential for the proper implementation of the contract or an obligation on the fulfilment of which the participant relied and may reasonably rely upon.

Any liability for compensation of damages beyond this scope is excluded. Liability for culpable injuries to life, limb or health as per the statutory provisions shall remain unaffected hereby. This also applies to the mandatory liability under the German Product Liability Act (Produkthaftungsgesetz).

#### **6. Privacy policy**

The participants' personal data is stored and processed under strict observance of the data protection regulations. The participants' personal data is stored and processed only to the extent required to implement and execute the contractual relationship with the customer and for the duration that the Organiser is obliged by law to retain such data. Collecting, storing and processing the personal data of participants is unavoidable when registering to an event. The participants' data are only disclosed to third parties involved directly in managing the conference and if the organisational process requires (agent in charge of implementing the conference, hotel). Against this background, UHHMG undertakes to use the personal data made available by the Organiser exclusively for carrying out the contractual services.

#### **7. Images/photographs**

Please note that film footage, photographs and audio recordings may be realised within the scope of the conference and accompanying programme. Such footage and recordings may be processed, used, exploited and published by the Organiser and UHHMG free of charge and without limitation concerning time and place for media coverage, including but not limited to photo galleries, reviews and illustrations. Upon registering, the participant consents to such recordings being used and grants the Organiser and UHHMG the right of use of the respective recordings without limitation concerning the time and place. Generally, names are not mentioned, but the Organiser and UHHMG reserves the right to use them.

## **8. Miscellaneous**

8.1. The place of performance is Hamburg; the place of jurisdiction for any claims either party may have against the respective other party is Hamburg, provided the participant is a legal entity.

8.2. Whenever written form is provided by these terms and conditions, sending an e-mail or a fax is deemed sufficient.

8.3 German law applies to all legal relationships resulting from registering to attend events offered by the Organiser, under exclusion of international private law and the UN CISG as adopted into German law.

8.4. The official language of the contract is German.

Last revised: 05.12.2018