

General Terms and Conditions to register for and attend the Thursday Social Event of ECER 2019

The organiser is:

Universität Hamburg
Mittelweg 177
20148 Hamburg

(hereinafter referred to as Organiser)

In charge of registration for Thursday social event:

Universität Hamburg Marketing GmbH
Feldbrunnenstr. 9, 20148 Hamburg
Tel: +49 40 42838-9301
ecer2019@uni-hamburg.de

(hereinafter referred to as UHHMG)

1. Contracting parties and conclusion of the contract

The Organiser offers and implements the **European Conference on Educational Research 2019** and its accompanying programme. In principle, participating in the accompanying programme is at one's own risk and is covered by the Organiser's insurance policy.

UHHMG organises the event on behalf of the Organiser and conducts the registration processes for the Thursday social event on behalf of the Organiser. Notwithstanding the above, the Organiser remains the participant's sole contract partner.

In order to register to attend the social event, the following link must be used:

https://mi3.lambdalogic.de/unihamburg-online/ECER2019_Social_Event.do or the e-mail address (ecer2019@uni-hamburg.de).

The contract concerning participation at the Thursday social event 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.

The number of participants is limited. Participants are registered on a first come, first served basis.

2. Fees and due date

2.1. Participation fee

Payment of the participation fee and any additional services 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.

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.

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. No responsibility is assumed for lost or unused documents, or badges (admission tickets). EUR 10.00 incl. 19% VAT is charged for re-issuing any of the above.

Any bank fees incurred in connection with payments outside the SEPA system 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 his obligation are responsible for the remittance; slight negligence is sufficient in this respect. Other Fees of payment service providers are not charged to the participant.

3. Cancellation

3.1. Cancelling participating at the social event

The participant is entitled to cancel its attendance at the social event without stating reasons in accordance with the following provisions:

- a) If cancelled until 28.06.2019, the participation fee is fully reimbursed less a handling fee of EUR 10.00 incl. VAT per person.
- b) If cancelled until 21.08.2019, a lump sum cancellation fee amounting to 50% of the total amount will be charged. The participant is entitled, however, to furnish proof that the Organiser suffered less damage or none at all.
- c) If attendance is cancelled later than 21.08.2019, 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 10.00 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 42838-9301
ecer2019@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 caused by the change/cancellation are charged to the participant.

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: 02.04.2019