

## **Terms & Conditions of Use**

### **Ticketshop HeatTreatmentCongress 2019**

#### **1. Subject matter**

These terms and conditions of use (“Terms & Conditions of Use”) shall apply exclusively to the purchase of admission tickets via the ticketing system (“Ticketshop”) for the Härtereikongress 2019 (“HeatTreatmentCongress 2019” or “Congress”) – (Exhibition and Congress). The use of the Ticketshop for any other purpose is prohibited. The Ticketshop and the website providing it are protected under the Copyright Act and other laws, where applicable.

#### **2. Formation of contract**

The Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT), Paul-Feller-Str. 1, 28199 Bremen, is the organizer of the Congress; F & E Technologiebroker Bremen GmbH, Wiener Str. 12, 28359 Bremen, is the organizer of the exhibition. With your registration for the Congress, a contract with the Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e. V. (AWT) is entered into. All customers who have registered for the Congress are granted free access to the exhibition so that no further registration is required for this purpose. With a registration exclusively for the exhibition, a contract with F & E Technologiebroker Bremen GmbH is entered into. The purchase of the ticket indicates a binding acceptance of the Terms and Conditions of Use.

With the purchase, the customer also accepts the house and ground regulations of the Koelnmesse (Cologne Trade Show).

#### **3. Registration and ticket**

Customers are obligated to provide all data required for the registration. Furthermore, each customer must provide a password and a user name. The responsibility for the protection of the customers’ data lies with the customers themselves. If customers become aware of an unauthorized use of the data they must notify the hotline (phone +49 (0)201-3101-399, [hk2019@sutter.de](mailto:hk2019@sutter.de)) without delay.

#### **4. Invoice, payment**

The handling of the ticket hotline and the handling of the invoicing by bank transfer will be provided by A. Sutter Dialog Services GmbH, a service provider commissioned by the Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT) and F & E Technologiebroker Bremen GmbH. Payment of the invoice shall be made exclusively to the account of the F&E Technologiebroker Bremen GmbH. It is possible to order tickets with subsequent transfer for the congress event upon request to the ticket hotline. In case of payment default the event organizer can block access to the event. The resale of tickets to third parties is not permitted. In case of illegal use of a ticket, the event organizer or service provider may void the ticket.

#### **5. E-ticket, admission ticket**

After registration and payment, customers receive an e-ticket by e-mail. Customers must print out the e-ticket, which bears a bar code or save it on their mobile phone. The e-ticket is not the admission ticket. The admission ticket will be obtained from the ticket vending machines near the entrances to the Congress by scanning the e-ticket.

## **6. Data protection**

The collection of data is provided with the “fairmate” system of dimedis GmbH. A. Sutter Dialog Services GmbH and dimedis GmbH have committed to treat all customer data as strictly confidential and not to use such data for any purposes other than for fulfillment of the order and invoicing. With A. Sutter Dialog Services GmbH and dimedis GmbH is an agreement concluded for the processing of data. The Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT) and F & E Technologiebroker Bremen GmbH collect, treat, and use all personal data provided by customers in the process of registration exclusively in accordance with the European General Data Protection Regulation (GDPR). Such personal data serve the sole purpose of providing for seamless access to the HeatTreatmentCongress 2019. Address data and e-mail address could be used for information about the events of AWT e. V. and F&E Technologiebroker GmbH. Customers are entitled under the law to obtain free information on the data stored and to have such data rectified, blocked or deleted. If customers redeem vouchers provided to them by the organizer of the exhibition during the registration process, their names and additional information of the company, where applicable, will be communicated to the respective exhibitor. Further details about this can be found in the Privacy Protection Notice.

## **7. Property rights**

The organizer holds all copyrights for the provided conference documents of the conference. The customer is not permitted to publish the conference documents or parts of the conference documents in whole or in part, to process them electronically or to make them accessible to third parties without the written permission of the organizer.

## **8. Liability, warranty**

The Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT) and F & E Technologiebroker Bremen GmbH shall be liable for any loss or damage incurred by customers through the use of the Ticketshop with unlimited liability on account of loss of life, physical injury, or impairment of health. The Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT) and F & E Technologiebroker Bremen GmbH shall also have unlimited liability for any loss or damage caused by willful misconduct or gross negligence by their duly authorized representatives or agents employed by them in the performance of their obligations, as well as for any loss or damage arising from defects in the guaranteed quality. In the event of negligent violation of essential contractual obligations the amount of liability shall be limited to the foreseeable damage typical of this type of contract. Essential contractual obligations are those the fulfillment of which provides for a proper performance of a contract and the compliance with which the parties concerned may generally expect. Any liability under the Product Liability Act shall be unaffected thereby. All further liability shall be excluded.

We do not accept any liability for the permanent availability of website and app, the ability of the user to access it, the absence of technical errors, or the correctness of its contents. Furthermore, we do not accept liability for the correctness and completeness of any links and references to external content as part of the use of the online platform. In particular, the event organizer does not accept liability if e-mails or entered data does not meet the technical requirements specified in these Terms and Conditions of Use and/or for the website and as a result is not accepted by the system.

## **9. Cancellation**

Any cancellation of admission tickets for the Congress must be addressed by e-mail to: [hk2019@sutter.de](mailto:hk2019@sutter.de). For cancellations by September 30, 2019, 75% of the admission fee

shall be reimbursed – there will be no reimbursement for cancellations after September 30, 2019. However, there is always the possibility to name a substitute attendee who would use the purchased ticket. Any designation of substitute attendee shall be made by e-mail to the e-mail address stated above. Cancellation of admission tickets to the exhibition is not possible. The statutory consumer's right of revocation (cf. Sec. 9 below) shall remain unaffected thereby.

## **10. Instructions on the right of revocation**

### **Right of revocation**

Customers may revoke their contractual commitment within fourteen (14) days, without giving a reason, in any form (for example in a letter, by facsimile or e-mail). Said period starts to run upon receipt of these instructions in text form. Forwarding the revocation notice on time shall be deemed sufficient for having abided by the set period. The revocation notice must be addressed to:

Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT)  
Paul-Feller-Straße 1, 28199 Bremen (tickets Congress)

F&E Technologiebroker Bremen GmbH, Wiener Str. 12, 28359 Bremen (tickets exhibition)

The revocation notice can be sent online (via e-mail to [hk2019@sutter.de](mailto:hk2019@sutter.de)) or by sending a letter to the address above.

### **Consequences of revocation**

In the event of an effective revocation, any performance received has to be returned and any use made thereof (such as interest received) has to be surrendered. If customers are not in a position to return the performance received or any use made thereof in whole or in part, then they must compensate for the value of the unreturned portion thereof. All obligations for the reimbursement of payments must be fulfilled within thirty (30) days. The period starts to run for customers upon sending the revocation notice, for the Arbeitsgemeinschaft Wärmebehandlung und Werkstofftechnik e.V. (AWT) and F&E Technologiebroker Bremen GmbH upon receiving it.

### **Concluding instruction on the right of revocation**

There is no right of revocation for customers who are not consumers within the meaning of Sec. 13 German Civil Code [*Bürgerliches Gesetzbuch*; "BGB"].

## **11. Miscellaneous**

The courts of the City of Bremen shall have jurisdiction for any and all disputes arising under this agreement. The laws of the Federal Republic of Germany shall apply. If any provisions of these Terms & Conditions of Use are ineffective, the effectiveness of the remainder hereof shall not be affected thereby. The ineffective provision shall be replaced by a valid provision matching to the closest possible extent the whole purpose and spirit of the ineffective one. This shall also apply in the event these Terms & Conditions of Use contain a gap.