

Terms and conditions of participation in the AVEC'16 Congress, 13 - 16.09.2016

1. General information

1.1 Registration for participation in the AVEC'16 Congress, to be organised by MdynamiX AG (hereinafter "Event Organiser"), and the associated services are subject to the following terms and conditions. These govern the contractual relationship between the participant and the event organised by MdynamiX AG, AVEC'16.

1.2 By registering, the participant agrees to the following terms and conditions. The terms and conditions apply equally for participants acting as exhibitors, sponsors or speakers at the event.

1.3 The business relationship is governed exclusively by the following terms and conditions as amended at the time of placing of the order. Deviating general terms and conditions of participants do not apply.

1.4 Special and ancillary agreements will apply only if the Event Organiser has expressly agreed to their validity.

2. Event Organiser and venue

Venue of event

Munich University of Applied Sciences
Lothstraße 64
80335 Munich, Germany
www.hm.edu

Event Organiser

MdynamiX AG
Heißstrasse 89
80797 Munich, Germany
Tel.: + 49 (0)89 12765047
Fax: + 49 (0)89 95444585
email: info@mdynamix.de
www.mdynamix.de

Board of Directors: Prof. Peter Pfeffer • Prof. Stefan Sentpali
Supervisory Board: Prof. Markus Krug (Chair) • Bernhard Schick • Prof. Peter Wolfsteiner
District Court of Munich • Commercial register number: HRB 211460 • VAT no.: DE294608075

3. Registration and confirmation

3.1 Registrations are accepted by the Event Organiser via the online form at www.avec16.com.

3.2 Registration for AVEC'16 is binding.

3.3 Each registration will be confirmed in writing in an e-mail sent to the specified e-mail address. If you do not receive confirmation within 24 hours, please contact us at info@avec16.com. The contract between the Event Organiser and the participant is concluded upon confirmation of the order by the Event Organiser.

3.4 Registration at a reduced rate is possible only until 31.05.2016. Thereafter, registration for the normal rate will be possible until 12.09.2016. Later registrations will be possible only during the AVEC'16 at the Welcome Desk at the venue. Please note, however, that on-site registrations cannot be guaranteed due to the limited number of places.

3.5 The participant will be entitled to participate only after receipt of the whole participation fee.

3.6 During the event, the participant must bear a valid name tag issued by the Event Organiser in order to visit the accompanying trade exhibition. Name tags are issued after the corresponding booking to all registered participants, speakers, stand managers, sponsors and accredited representatives of the press. Exceptions are possible only in consultation with the Event Organiser and must be requested in writing.

3.7. The Event Organiser reserves the right to reject applications without giving reasons.

4. Participation fee and terms of payment

4.1 The participation fee is the price for the category selected in the registration form and any special services applied for plus VAT.

4.2. All payments are to be made in euro.

4.3 Invoices will be issued with confirmation of registration. The participation fee is payable within 30 days of receipt of the invoice.

4.4 For registration as a student, confirmation of matriculation is to be sent to info@avec16.com within 14 days of registration.

5. Right of withdrawal

If the participant is a consumer, that is to say any natural person that enters into a legal transaction for purposes that can be primarily attributed to neither commercial nor

independent professional activity, he or she is entitled to exercise the following statutory right of withdrawal.

Instruction on right of withdrawal

Right of withdrawal

You have the right to withdraw from this agreement within fourteen days without the need for explanation. The withdrawal period is fourteen days from the date of conclusion of the agreement. To exercise your right of withdrawal, you must inform us of your decision to withdraw from this agreement by means of a clear and unambiguous declaration (e.g., by letter, fax or e-mail).

Please send your notice of withdrawal to:

MdynamiX AG, Heßstrasse 89, 80797 Munich, Germany
Tel.: + 49 (0)89 12765047, Fax: +49 (0)89 95444585
email: info@avec16.com

For you to meet the deadline for withdrawal from the agreement, it is sufficient to despatch the notification stating your intent to exercise the right of withdrawal before the end of the withdrawal period.

6. Cancellation

6.1 Any cancellation of registration must be sent in writing to info@avec16.com or by letter to: MdynamiX AG, Heßstraße 89, 80797 Munich, Germany.

6.2 The cancellation charges depend on the day of cancellation (the incoming post stamp is authoritative) and are shown in the following table.

Cancellation fees	
By 12.07.2016	0 €
After 13.07.2016	50 % of the registration fee
After 13.08.2016	90 % of the registration fee
After 06.09.2016	100 % of the registration fee

Refunds will be made within 14 days **after** cancellation.

6.3 If the customer should designate a substitute participant at the latest at the beginning of the event, the customer remains under obligation to pay; the substitute participant will then have the right to participate in place of the customer.

7. Description of the services

Participation fees, venue/time and programme can be taken from the description of the event on the website www.avec16.com and the other informational materials of the Event Organiser.

8. Cancellation or change of an event

8.1 If an event cannot be staged due to force majeure, disruption at the venue or for other reasons, the participants will be informed without undue delay. The participation fee will in this case be refunded or, if it has not yet been paid, waived.

8.2 Should the Event Organiser be in the position to stage the event at a later date, the participants will be informed thereof without undue delay. The participant is entitled to cancel his or her participation on the changed date within one week of receipt of notification of the change. In this case, no participation fee will be charged.

8.3 The Event Organiser reserves the right to make changes at any time to the programme, including cancellation of parts thereof or changes to the list of speakers.

9 Congress language

The language of the Congress is English. Translation into other languages is not on offer.

10. Photographic, film, still and sound recordings and copyright

10.1 With their participation in the Congress, participants expressly grant the Event Organiser and its media partners the right to make photographic, film, still, sound and other recordings and to exploit these free of charge in all publications for print, Internet, radio, television and other media.

10.2 Participants may make photographic, film, still, sound and other recordings concerning the content of the event and the venue and store them on electronic and digital media etc. only with the prior written consent of the Event Organiser.

10.3 The books, working papers, event documentation, CD-ROMs and USB drives used as elements of the Congress documents are protected by copyright. The rights thus established, in particular those pertaining to translation, reprinting, performance, the extraction of figures and tables, radio broadcasting, microfilming or reproduction in other ways and storage in data processing systems, even in the case of only partial exploitation, are reserved.

10.4 The participants in the Congress acknowledge the author's rights of the speakers to the created works (presentation documents, etc.). The reproduction and / or dissemination of these works by the participants requires the previous written consent of the Event Organiser.

10.5 The use of names, trade names, trade marks, etc. within this document, even without any special labelling, does not imply that such names are to be considered free within the meaning of trade mark laws and that they can therefore be used by anybody. In the event of the direct or indirect reference to or citing of laws, regulations or directives, e.g. DIN, VDI, VDE, VGB, the Event Organiser can accept no liability for the accuracy or completeness of such references or citations, nor can it guarantee that they are up to date. Participants are therefore advised where applicable to consult the full regulations or directives as amended for their own work.

11. Liability

11.1 Lectures are independently prepared and delivered by the speakers on their own responsibility. The Event Organiser accepts no liability for the correctness and completeness of the Congress documents or for any damage resulting from their use, nor can it guarantee that they are up to date. It can offer no guarantee that the materials created and, where applicable, provided by the speakers (e.g., lectures / documents, etc.) do not infringe rights of third parties.

11.2 Participation in all the events of the main programme is at the risk of the participant.

11.3 By participating, the participant releases the Event Organiser from liability for damage of any kind, insofar as the damage is not based on an intentional or grossly negligent breach of duty by the Event Organiser, its representative or vicarious agents.

11.4 The Event Organiser is liable for any damage incurred by the participant as a result of intention or gross negligence, based on a culpable breach of essential contractual obligations (cardinal obligations), as a result of a culpable breach of health, limb or life, or where provision is made for liability according to the German Product Liability Act in pursuance of the statutory provisions.

11.5 In the event of a breach of cardinal obligations (i.e. essential obligations, the breach of which endangers the purpose of the contract or whose fulfilment makes the proper execution of the contract possible and on whose fulfilment the participant may in the normal course of events rely) the liability - if the damage is based only on slight negligence and does not pertain to life, limb or health - is limited to those damages that can typically arise or are predictable in the context of the provision of services such as those that form the basis of the present agreement; such damages may not exceed the participation fee.

11.6 The Event Organiser cannot be held liable for any loss or damage to personal items at the event, unless the loss or damage to these items is due to intentional or grossly negligent behaviour on the part of its employees or other vicarious agents. We would therefore ask you not to leave any valuables or important material at the event venue.

11.7 Liability of the Event Organiser for the actions of persons not appointed by it or actions of participants is excluded.

12. Privacy policy

We would point out that personal data of the participant are collected, processed, and used in accordance with the provisions of the Federal Data Protection Act (BDSG) and the Telemedia Act (TMG). All personal data collected via the website of the Event Organiser are used in accordance with the statutory provisions and not disclosed to third parties. External service providers that process data on behalf of the Event Organiser are likewise bound by the statutory provisions but not considered third parties.

13. House rules

Participants in the Congress undertake to comply with the applicable rules of the venue. The house rules of Munich University of Applied Sciences can be viewed at the following link: https://w3-mediapool.hm.edu/mediapool/media/dachmarke/dm_lokal/ha1_gebaeudemanagement/hausordnung.pdf?userActiveBreakpoint=1

14. Hotel reservations

14.1 Hotel accommodation is not included in the participation fee. Participants should therefore make their own reservations in good time. The availability of rooms cannot be guaranteed.

14.2 Blocks of rooms have been reserved at partner hotels for Congress participants. You can view these by entering the password "AVEC". Please bear in mind that these quotas are limited and have only limited validity. At the end of the quota period or after the limit has been reached, all entitlement to a room will come to an end.

15. Severability clause / written form clause

If any provision of this agreement should be or become invalid, the validity of the remaining provisions will not be affected. Ancillary agreements, amendments and additions to this agreement must take the written form to be effective. The same applies to the amendment of this written form clause.

16. Jurisdiction and place of performance

The place of performance and jurisdiction is Munich