



General Terms and Conditions of Participation in DESY Events

Section 1 Application

- (1) These General Terms and Conditions of Participation in DESY Events apply to all contracts between DESY (hereinafter “**DESY**”) and participants on events, such as conferences, speeches, workshops and poster sessions, organised by and in spaces and/or on premises belonging to DESY and which may be attended either in person or virtually (“**Event**”).
- (2) These General Terms and Conditions for DESY Events also apply to consumers within the meaning of Section 13 of the German Civil Code [Bürgerliches Gesetzbuch (BGB)].

Section 2 Object of Performance, Duty of Participants to Cooperate

- (1) DESY performs event services in accordance with the Event description on the website <https://indico.desy.de/> (“**Event website**”).
- (2) Unless explicitly stated otherwise in the Event description on the Event website, the Event fee under Section 4 (1) covers the following:
- (a) In-Person Participation Services
Authorisation to access Event space to participate in Event in accordance with Event website.
Services do not include travel or accommodation. This must be organised and paid for by the participant.
- (b) Virtual Participation Services
Providing access to virtual participation in the Event via Internet browser at the time specified in the description on the Event website.
- (3) In case of virtual participation, a suitable device with a commonly-used and current Internet browser and adequate Internet connection enabling video and audio-based virtual participation must be provided by and at the expense of the participant. We recommend that the participant test the functionality of the device in time before the Event. Depending on the Event description, the participant may actively participate in the Event through text chat via audio and/or video.
- (4) The participant may receive confirmation of participation from DESY on request.

Section 3 Registration, Contract Conclusion

- (1) The Participant may register for Events online via the Event website. When registering, the Participant must choose between in-person and virtual participation. Registering for an Event establishes a binding offer for the conclusion of a contract on participation in the Event. A contract is made when the participant receives confirmation of registration from DESY by email. If confirmation of registration is not received or late, a contract will be made unless refused by DESY within 14 days of receipt of registration.
- (2) Registration forms are stored by DESY electronically and may be provided electronically if requested. When registering for virtual participation in an Event, the participant will receive access data for the online platform via which services may be retrieved and the participant may participate virtually after contract conclusion, at the latest, 24 hours before the Event. Virtual participation in an Event may require disclosing the participant's email address to a third party (e.g., a service provider) and issuing a password.

Section 4 Fees and Billing

- (1) For the contractually-agreed services, the participant must pay the agreed fee plus VAT.
- (2) The event fee will be billed to the participant after sending confirmation of registration. The Event fee must be paid after the Event. The participant must pay the agreed fee to the DESY account specified on the invoice within 14 days of the invoice date. The name of the participant and the invoice number must be stated.
- (3) Payments may be made via ePayment or bank transfer.

Section 5 Communication

- (1) DESY and the participant communicate by email via the DESY email address participants.contact@desy.de, unless another form of communication is explicitly agreed. The participant must therefore disclose his or her email address to DESY as part of the current contact details when registering for an Event.
- (2) Changes to contact details must be reported to DESY by the participant without undue delay.
- (3) Email correspondence is not encrypted. The participant must ensure protection of his or her email address against unauthorised third-party access and that receipt of emails from DESY is not prevented for reasons within the participant's control (e.g., full inbox, spam filters, etc.).

Section 6 Withdrawal Rights

- (1) Consumers defined within the terms of Section 13 of the German Civil Code [Bürgerliches Gesetzbuch (BGB)] have a 14-day withdrawal right.
- (2) **Withdrawal Rights Instruction**

Withdrawal Rights

You have the right to withdraw from this contract within 14 days without stating reasons.

The withdrawal period lasts 14 days as of the date of contract conclusion.

To exercise your withdrawal rights, you must inform us, Deutsches Elektronen-Synchrotron DESY, Notkestr. 85, 22607 Hamburg, Germany, Telephone: +49 (0) 40 8998-0, Fax: +49 (0) 40 8998-3282, Email: participants.contact@desy.de, of your decision to withdraw from this contract through a clear statement (e.g., a letter sent by mail, fax or email). You may use the included sample withdrawal form, but this is not required.

The withdrawal deadline will be met if notice of your decision to exercise your withdrawal rights is sent before the withdrawal deadline.

Withdrawal Consequences

If you withdraw from this contract, any payments we received from you will be refunded without undue delay, at the latest, within 14 days of the date on which we receive your notice of withdrawal from the contract. You will be refunded through the same payment method used for the original transaction, unless explicitly agreed with you otherwise; in no case will you be charged any fees for the refund.

If you requested services to start during the withdrawal period, you must pay us an appropriate amount that



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corresponds to the share of the work performed until you notified us of the exercise of your withdrawal rights relative to the total service scope intended under the contract.

— End of Withdrawal Rights Explanation —

(3) Withdrawal Form

To withdraw from this contract in accordance with the withdrawal rights explanation above, you may complete and return this form to us. However, use of this form is not required.

To:

Deutsches Elektronen-Synchrotron DESY

Notkestr. 85
22607 Hamburg
Germany

Telephone number: +49 (0) 40 8998-0

Fax number: +49 (0) 40 8994-3282

Email address: participants.contact@desy.de

I/we (*) hereby withdraw from the contract I/we (*) concluded for the performance of the following services:

Ordered on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of paper notice)

Date

(*) Delete inapplicable.

Section 7 Required Information on Out-of-Court Dispute Resolution for Consumers (German Act on Alternative Dispute Resolution in Consumer Matters [Verbraucherstreitbeilegungsgesetz] (VSBG))

DESY is required to inform consumers about the Online Dispute Resolution (ODR) platform of the European Commission. This ODR platform may be accessed at the following link:

<https://webgate.ec.europa.eu/odr>

However, DESY does not participate in dispute resolution involving a consumer arbitration board.

Section 8 Event Changes or Cancellation, Force Majeure

(1) DESY reserves the right to change the Event schedule or location if the basic Event concept will not be significantly affected as a result. Minor changes to the Event schedule and reasonable relocation of the Event do not justify price reductions or contract withdrawal where the use of the Event to the participant is not significantly affected.

(2) Should DESY cancel an Event because the minimum number of participants was not reached, no claims to holding the Event will be established. In this case, the full Event fee will be refunded to the participant without undue delay.

(3) The participant will be informed without undue delay about any Event schedule changes, relocation or cancellation. In the latter case, DESY will attempt to offer replacement dates.

(4) In case of force majeure, the contracting parties are exempt from their performance obligations for the period of the force majeure event. Force majeure refers to any unforeseeable event that lies outside the control of, and fully or partially prevents performance by the contracting party. This includes fire damage, natural disasters, extreme weather, strikes, lawful lockouts, operational disruptions for which the contracting party is not responsible, orders from authorities, epidemics, pandemics or public restrictions, and official regulations imposed or laws made on this basis. In case of force majeure, the affected contracting party must inform the other party without undue delay about the reasons for and projected period of the force majeure event. Each contracting party may terminate the contract with immediate effect should a force majeure event last more than 30 days. DESY will remain entitled to payment of the Event fee incurred until termination.

Section 9 Copyrights, Rights of Use, Data Protection

(1) Notes, files, work material or other Event content provided electronically or in print form for the Event as announced on the Event website, are copyrighted. These copyrights are held by the authors. Notes, files, work material or other Event content not publicly available may only be used by participants for participation in the Event, not for commercial purposes. Notes, files, work material or other Event content and access data may not be provided to third parties or otherwise distributed.

(2) Names and data of participants are processed and stored in compliance with data protection law. The participant declares his or her consent on the registration form. Names may be disclosed to other participants on a list of participants without separate consent.

(3) To organise the Event, for advertisement and to provide information about future offers of events and their evaluation, DESY may use third parties/external third parties. These service providers are carefully selected. Confidential and secure treatment of personal data by these service providers is ensured contractually and through regular reviews. In this respect, DESY does not disclose data transmitted via the registration form or stored for evaluation to third parties, unless legally required to do so by a competent authority or government institution. Further details about the handling of your data may be found in DESY's Data Privacy Policy.

Every participant has the right to withdraw his or her consent to the storage and use of his or her data and to object to the receipt of marketing material at any time. Withdrawal must be declared—in writing or by email—to:

Deutsches Elektronen-Synchrotron DESY

Notkestraße 85

D-22607 Hamburg

Germany

Tel.: + 49 (0) 40 8998 - 4044

Email: datenschutz@desy.de



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Section 10 Cancellation, Rebooking

(1) Participation may be cancelled or rebooked (switching to another event on another date) free of charge via letter, fax or email up to 3 months before the Event. When rebooking or cancelling less than 3 months but at least 14 days before an Event, the participant must pay half of the Event fee. When rebooking or cancelling less than 14 days before an Event, the participant must pay the entire fee, even in case of non-participation or temporary participation.

(2) The participant is not required to pay half of or the full cancellation fee if the participant proves that DESY incurred only few damages through the rebooking or cancellation. The rebooking or cancellation date is the date on which DESY receives corresponding notice by letter, fax or email.

(3) If unable to attend the Event, the participant may designate a substitute to participate on behalf of the participant. The substitute must be communicated to DESY by submitting the information necessary for registration by letter, fax or email to the email address on the Event website.

(4) The above provisions of this Section 10 are without prejudice to withdrawal rights (Section 6).

Section 11 Online Platform Availability

DESY attempts to provide its offers and services online at all times. However, due to maintenance and service work or unforeseeable technical difficulties, the online platform may be temporarily unavailable.

Section 12 Liability

(1) DESY is liable for breaches of contractual and non-contractual duties as required by law, unless agreed otherwise below. Irrespective of the legal grounds, DESY is only liable for compensation in case of intent or gross negligence. In case of simple negligence, DESY is only liable for injuries to life, limb or health and for damages resulting from violations of essential contractual obligations (obligations on whose fulfilment contract performance depends and on compliance with which the other party may rely and regularly relies); however, in the latter case, DESY's liability is limited to foreseeable damages typical to the contract.

(2) Where a participant contributes to the creation of damages through culpable conduct, the extent to which damages must be borne by DESY and the participant will be determined by applying the principle of contributory negligence.

Section 13 Taxes

(1) Unless agreed otherwise in writing, DESY's prices are in euros plus VAT and other applicable taxes, duties and charges for goods and services.

(2) The participant must assist with the determination and proper tax assessment of the matter. The participant may especially fulfil these cooperation obligations by fully and accurately disclosing facts relevant to taxation and submitting necessary evidence (e.g., evidence of non-profit status, entrepreneur registration, incl. VAT ID no., intended purpose of use relevant to taxation). The extent of the duty to cooperate depends on the circumstances of the case. Where necessary, the participant may be requested to disclose specific information. This documentation must be

submitted to DESY in a timely manner, at the latest, within 1 month of request.

Section 14 Special Coronavirus/COVID-19 Participation Requirements

(1) DESY complies with all current federal and state laws and regulations related to the coronavirus/COVID-19. DESY therefore requires the participant to comply with the following obligations, restrictions and code of conduct when attending an Event in-person. The currently-applicable requirements will be communicated to the participant before registering on the Event website and before the Event. The participant is also required to inform themselves on the current status of COVID laws and regulations directly before the Event.

(2) DESY may refuse to let the participant participate in the Event if the participant fails to carry and present the required evidence.

(3) If, in accordance with Section 14 (1) and (2), DESY is authorised to refuse admission to the participant or to exclude the participant from the Event, claims to refunds and/or compensation of the participant are excluded.

Section 15 Final Provisions

(1) Changes or additions to the contract, including termination thereof, must be made in written form. The same applies to any waiver of this written form requirement.

(2) Should a provision of the contract be or become ineffective or unenforceable, this will not otherwise affect the validity of the contract. The contracting parties must replace the ineffective or unenforceable provision with an effective and enforceable provision that most closely reflects the ineffective or unenforceable provision economically. The same applies in case of a gap.

(3) Where a contract is concluded between DESY and an entrepreneur (Section 14 of the German Civil Code), the place of jurisdiction for any disputes between DESY and the entrepreneur, under or in relation to the contract, is Hamburg, Germany.

(4) The contract is governed by German substantive law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).