

# ROI Management Consulting AG

## General Terms and Conditions

### 1. Application, registration, confirmation of participation

- (1) The registration of a consumer (private person) or company (hereinafter referred to as "customer") for an event of ROI Management Consulting AG (hereinafter referred to as "organiser") can be made by letter, fax, e-mail or via the organiser's website.
- (2) After receipt of the registration, the participant is registered and receives a written confirmation of registration. If the event is fully booked, the organizer will inform the customer immediately. The registration is only binding when the customer receives the organiser's confirmation of participation in writing (by letter, fax or e-mail).
- (3) Each registration by the customer on the website of the organiser or each order transaction, even without prior registration, is subject to the respective applicable general terms and conditions of the organiser.
- (4) In individual cases, it is possible to register, especially for online bookings, via websites of external service providers (e.g. XING, LinkedIn, Facebook etc.). In this case, the General Terms and Conditions of the social media platforms used apply in addition.

### 2. Participation fees

- (1) The participation fees stated in the publications of the organizer or the participation fees stated in the individual offer plus the legal value added tax apply. Unless otherwise stated, the participation fees include: necessary conference documents, coffee breaks and soft drinks.
- (2) After receipt of the registration, the customer will receive an invoice with the confirmation of registration. The invoice amount is due with a payment term of 14 days without deduction.

### 3. Rebooking, cancellation, substitute participant

- (1) Rebooking or cancellation is possible free of charge up to 21 days before the start of the event. From the 20th day before the start of the event, rebooking or cancellation is no longer possible and the full attendance fee remains due.
- (2) If a registered participant is unable to attend, a substitute participant from the same company may attend. No further costs are incurred as a result. Private persons (consumers) cannot name a substitute participant.

### 4. Duties to inform about the non-existence of a legal right of withdrawal for consumers (private person) according to § 312 d BGB

- (1) According to § 312 g paragraph 1 BGB, the consumer normally has a right of withdrawal according to § 355 BGB for contracts concluded outside business premises and for distance contracts. However, the law also provides for exceptions. Registration for an event constitutes such a legal exception.
- (2) In accordance with § 312 g (2) sentence 1 no. 9 of the German Civil Code (BGB), there is no right of revocation for contracts for participation in events. This means: If a customer registers for an event of the organizer in his capacity as a consumer (private person), the consumer has no right of withdrawal.

### 5. Cancellation of events

- (1) The organizer reserves the right to postpone or cancel the events offered in the program in the event of insufficient demand, under-occupancy, cancellation of the lecturer or for other reasons for which the organizer is not responsible (e.g. sudden illness of the lecturer, force majeure, etc.), even after confirmation of participation, but no later than 14 days before the start of the seminar.
- (2) The affected participants will be informed immediately. In the event of cancellations, the organizer will make every effort to offer alternative dates. The organizer asks to take this into account when the customer books flight or train tickets.
- (3) Participation fees already paid by the participant will be refunded. If the participant has booked the event via a social media platform, the reimbursement regulations there shall apply additionally.
- (4) Liability and compensation claims are excluded, unless there is intent or gross negligence on the part of the organizer. This also applies to the hotel rooms booked by the participant as well as flight or train tickets. Excluded from this limitation of liability are claims regarding injury to life, body or health.

### 6. Reservation of right of modification

The organizer reserves the right to make changes or deviations to the content, methods and organization of the program at short notice for a seminar, provided that the benefit of the event for the participants remains unchanged. The organizer is entitled to replace certain speakers with other equally qualified speakers. The organizer will inform the participants in good time of any possible changes in date and location.

## **7. Conference documents, copyright**

(1) Accompanying information and conference documents containing presentations, procedures, references or further literature will be distributed at the beginning of the conference.

(2) The customer is expressly informed that all information and conference documents are subject to copyright protection. Any duplication or distribution or making available to the public requires the express prior written consent of the organiser. The use of smartphones, mobile phones or other digital devices that have recording functions of any kind is prohibited and will result in exclusion from the conference.

## **8. Liability**

The organizer is not liable for the contents of the conference lectures or conference documents, provided that there is no intentional or grossly negligent fault of the organizer or a vicarious agent of the organizer.

## **9. Retention of title**

(1) In the case of contracts with consumers in accordance with § 13 BGB (German Civil Code), the organiser reserves the right of ownership of the event documents until the event price has been paid in full.

(2) In the case of contracts with entrepreneurs according to § 14 BGB, the organiser reserves the right of ownership of the event documents until all claims arising from the current business relationship with the customer have been settled in full.

## **10. Data protection**

The data processing is carried out in accordance with the applicable regulations of the Federal Data Protection Act. The organizer collects, processes and uses personal data of the customer. Further information on data processing and data protection is contained in the data protection declaration of the organizer.

## **11. Final provisions**

(1) The organizer reserves the right to change these terms and conditions. Existing customers will be informed of changes to the terms and conditions of use in text form at least four weeks before they come into force. For this purpose, a reference to the Internet address at which the current version of the GTC can be accessed is sufficient. If no objection is raised to the amendments within one month of receipt, they shall be deemed accepted. In the event of an objection within the time limit, the contract shall continue to apply unchanged.

(2) These GTC and the relationship between the customer and the organiser shall be governed exclusively by German law. In relation to a consumer, this choice of law shall only apply insofar as it does not restrict any mandatory legal provisions of the state in which the consumer has his residence or habitual abode. UN sales law is excluded.

(3) Subsidiary agreements and contract amendments must be made in writing. In business transactions with merchants, legal entities under public law or special funds under public law, the place of jurisdiction for legal actions is the registered office of the Organiser. Insofar as claims of the Organiser are not asserted in dunning proceedings, the place of jurisdiction for non-merchants is determined by their place of residence. Place of performance is Munich.

(4) Should one or more provisions of these GTC be or become invalid, the validity of the remaining provisions of these GTC shall not be affected.

## **12. Information on the provider**

ROI Management Consulting AG

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