

General Terms and Conditions

of acib GmbH, Krenngasse 37/2, 8010 Graz, Austria

for participation in esib 2024 (as of 18th June 2024)

1. Scope

The following General Terms and Conditions govern the contractual relationship between participants in esib 2024 (hereinafter referred to as "Event") and acib GmbH (hereinafter referred to as "Organizer").

Participation in the Event shall be carried out exclusively on the basis of the following General Terms and Conditions. The Organizer does not recognize any deviating terms and conditions of the participant, unless the Organizer has expressly confirmed their validity in writing.

2. Registration & Confirmation

Registration for the Event must be processed online via B2Match GmbH, Mariahilfer Strasse 17 / Top 3, 1060 Vienna, Austria; VAT: ATU 67912707; CN: 396478 g ("B2MATCH") on behalf of the Organizer (<https://esib-2024.b2match.io/signup>) by the end of the registration period. The participant will be forwarded to the B2MATCH website via the Event website www.esib.at. For registration it is necessary to create an account via B2MATCH. A registration becomes binding for the participant upon receipt by the Organizer and full payment of the participation fee (conclusion of the contract), with acceptance of these General Terms and Conditions (hereinafter referred to as "GTC"), acib's Privacy Policy as well as the Terms of Use (Participants) of B2MATCH and B2MATCH's Privacy Policy as well as STRIPE's data protection and SFG's data protection. For more information see section 11. The number of participants for the events is limited to 600, registrations will be considered according to the date of receipt.

If the participant registers for the Event as a private individual via the registration page of the Event, the participant - as a consumer within the meaning of the Austrian KSchG - has a statutory right of withdrawal within the meaning of the Austrian FAGG regarding distance contracts within 14 calendar days of the conclusion of the contract. This does not apply to events that begin within these 14 calendar days from the conclusion of the contract. The withdrawal period shall be deemed to have been observed if the declaration of withdrawal is sent within this period. Withdrawals from the contractual declaration are therefore possible within 14 calendar days from the conclusion of the contract without giving reasons by sending a written declaration of withdrawal (e.g. letter, e-mail to esib@acib.at). It is sufficient if the declaration of withdrawal is sent within this period (the date of the postmark is decisive). The payment of the participation fee will be refunded within 14 days after the receipt of the declaration of withdrawal (the date of the postmark is decisive).

3. Participation fee

The participation fee for the Event and the services included therein is shown on the Event website <https://www.esib.at>. The participation fee is quoted in EUR per person and event date, excluding statutory VAT.

It is explicitly noted that travel to and from the Event and overnight stays are to be organized, booked and paid for by the participant.

Participants are asked to make their own arrangements for health and travel insurance. The participation fee for the Event does not include insurance.

4. Payment and Invoice

The participation fee plus value added tax in EUR is due immediately upon registration by credit card or EPS. Payment shall be made online via the payment function on the B2MATCH website. Payments are processed via the payment service provider STRIPE. Currencies other than EUR will be converted into EUR by the payment service provider STRIPE; additional fees may apply which must be covered by the participant.

The participant will receive the invoice in EUR electronically to the e-mail address provided by the participant. The participant waives the right to receive the invoice by post.

The invoice will state the name, contact details, address, VAT no., etc. provided by the participant. In case the participant needs to change the invoice address after the registration process has already been completed and the invoice has been already issued, Organizer reserves the right to charge an additional fee amounting to EUR 50 due to the manual work attached to this process.

5. Cancellation of participation

Cancellations have to be sent in writing to acib GmbH (esib@acib.at) or have to be done by clicking the "Cancel Participation" button on <https://esib-2024.b2match.io/login>. In case of cancellation the Organizer will invoice a cancellation fee (handling costs) amounting to

- 0 % within 14 days after registration for consumers
- 5 % within 14 days after registration for all participants except consumers
- 10 % after 14 days after registration
- 30 % between 8 and 2 weeks before the Event
- 100 % between 13 and 0 days before the Event

Cancellation fees are calculated of the full net participation fee.

The participant is not entitled to a refund of the participation fee if the participant is unable or only partially able or willing to participate in the Event. In case the participant is unable to attend the Event, the participant may send a representative; EUR 50 handling fee may be charged by the Organizer.

The participant is not entitled to a refund of the participation fee if the Organizer bans the participant from the Event venue due to non-compliance with the house rules mentioned in section 8, instructions from the staff or these General Terms and Conditions.

6. Changes and cancellation of the Event

The Organizer reserves the right to cancel the Event e.g. due to lack of sufficient registrations until 4 weeks prior to the Event start.

As the Event is planned for the long term, Organizer reserves the right to make changes to the program, e.g. to speakers, timetable etc. The participant will be informed in time of any changes, postponements or cancellations. No refunds can be granted in case of cancellation of speakers, lack of space in the conference rooms or any other incidents during the Event which are beyond the control of the Organizer. If the Event as a whole has to be cancelled for organisational reasons (e.g. unforeseen events), force majeure, etc. there is no entitlement to the Event taking place and any participant fees already paid will be refunded without deduction. The reimbursement of additional expenses of any kind (e.g. travelling expenses, loss of earnings, travel and/or accommodation costs, etc.) is excluded. In addition, claims, such as loss of work, loss of profit, are excluded.

7. Badges

Badges must be worn visibly by participant at the Event location at all times. The Organizer reserves the right for Organizer's staff to check participants' identification upon admission to and/or inside the Event location.

8. Warranty and liability

The participant shall take part in the Event at participant's own risk.

The Organizer shall be held liable in the framework of a duty of care as a respectable business man according to statutory provisions. The Organizer is only liable for damage caused by intent and gross negligence, with the exception of bodily injury. The foregoing exclusions and limitations of liability shall apply to the same extent in favour of Organizer's executive bodies, legal representatives, employees and other vicarious agents.

The existence of slight or gross negligence must be proven by the injured party, unless it is a consumer transaction (KSchG). Compensation for (consequential) damage and pure financial loss is excluded in relation to entrepreneurs.

The Organizer shall not be liable for any damages or claims caused by exhibitors.

The Organizer accepts no liability for participants' personal belongings. In the event of theft or damage caused by third parties or other participants in the event, as well as loss of valuables brought along, the Organizer assumes no liability.

Every participant is subject to the house rules in place at the Event venue (https://mcg.at/app/uploads/2023/11/MCG-House-roules_Version-January-2023.pdf). The Organizer reserves the right to ban persons from the Event venue who fail to comply with these house rules, instructions from the staff or these General Terms and Conditions.

9. Copyright

The printed and electronic Event documents are protected by copyright. Reproduction, distribution or other use of these Event documents is only permitted with the express written consent of the Organizer and the respective author.

10. Photographs, film and sound recordings

The Organizer may without the further consent of the participant use and release pictures and videos taken during the Event onsite for reports of the Event and/or in future marketing materials. By registering to the Event, the participant acknowledges that photographs, films, and/or audio recordings may be taken during the Event on behalf of the Organizer. The participant acknowledges that photographs, audio and video material in which the participant might be depicted will be used for reporting and documentation purposes and published in various (social) media, publications and on websites.

Photographs, film and sound recordings are only permitted with the express permission of the Organizer.

11. Use of data

Information on data protection can be found via https://acib.at/data_protection/.

The Organizer concluded a data processing agreement (DPA) with the payment service provider STRIPE Payments Europe, Limited (<https://stripe.com/at>) for the purpose of electronic payment processing. Data processing by STRIPE takes place partly on servers hosted in the USA. You can find more information about Stripe's data protection via

<https://stripe.com/at/legal/privacy-center>. The Organizer does not receive and process any credit card information of the participant.

The Organizer concluded a data processing agreement (DPA) with the registration service provider B2MATCH who processes registration data on behalf of the Organizer. You can find more information about B2MATCH's data protection via <https://www.b2match.com/privacy-policy>.

The co-organizer of the matchmaking & partnering event Steirische Wirtschaftsförderungsgesellschaft m.b.H. (SFG) processes data of participants who signed up for this session on November 15, 2024. For the purpose of the preparation and implementation participant will be informed by SFG and acib concerning organizational reasons (e.g. when the booking phase starts, if there are open meetings, to give a feedback etc.). You can find more information about SFG's data protection via <https://www.sfg.at/wp-content/uploads/2019/10/datenschutzerklaerung-sfg.pdf>.

11.1 Use of data

The participant shall decide by ticking the respective optional box, if the Organizer is allowed to

- store participant's data for business relation purposes (CRM) and inform participant regularly via newsletter or email
- disclose participant's personal data (name, organisation) to other participants via the B2MATCH website for the partnering event
- transfer participant's personal data (name, organisation) to listed co-organizers and sponsors

Pursuant to the statutory data protection provisions, in particular Articles 15 to 21 of GDPR, participants may at any time request information regarding personal data concerning them, may have incorrect data rectified or erased or demand restriction of processing and/or object to the use of their data.

12. Severability clause

Should one or more provisions of these GTC be or become legally invalid, the validity of the remaining provisions of these GTC shall remain unaffected. The invalid provision shall be replaced, insofar as legally permissible, by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision. The same shall apply in the event of a loophole.

13. Jurisdiction and applicable law

All disputes arising out of or in connection with contracts to which these GTC apply, including the question of the valid formation, nullity and pre- and post-effects of the contract, shall be governed by Austrian law, excluding conflict of law rules.

As far as consumers are concerned, such choice of law shall be applied only insofar as the granted protection is not deprived due to obligatory provisions of the country where the consumer has his or her habitual abode.

The place of jurisdiction is the competent court in Graz, Austria.