



# **GTC for Hotel Bookings**

With the following terms and conditions, we strictly bind you to the conditions for your hotel booking for the booked event with DOAG Dienstleistungen GmbH or Javaland GmbH, hereinafter referred as Agent. The hotel services are provided by the respective hotel company.

If you have any queries, please contact our organizers responsible for the event.

Contract partner is the DOAG Dienstleistungen GmbH, legally represented by Geschäftsführer (CEO) Fried Saacke, Tempelhofer Weg 64, 12347 Berlin, District Court Charlottenburg HRB 178259B, VAT-ID: DE 240 700 058.

At JavaLand, the Javaland GmbH, legally represented by CEO Fried Saacke, Tempelhofer Weg 64, 12347 Berlin, District Court Charlottenburg HRB 178259B, VAT-ID: DE 240 700 058 is contractual partner.

#### Contact

Tempelhofer Weg 64 • 12347 Berlin

E-Mail: office@doag.org or office@javaland.eu Phone: +49 30 400 5999 0

The contractual partner for the hotel services is the respective hotel, whose terms and conditions, house rules and guidelines apply in addition. Find out more about this on the website of the respective hotel company.

These conditions for participation are only applicable for businesses in the sense of § 14 German Civil Code. Businesses in the sense of § 14 German Civil Code are also persons who act in their professional, commercial, or self-employed field of action. The offer of the Javaland is not addressed to consumers in the sense of § 13 German Civil Code. Please contact us if you are a consumer in this context.

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#### ARRANGEMENT SERVICE

## 1 Arrangement of Hotel Accommodation

- 1.1 The Agent takes over special hotel contingents for the participants of the event, which he reserves in advance with hotel companies. Broker arranges overnight stays from the hotel allotments to the participants of the event.
- 1.2 Participants in the event conclude a arrangement contract with the Agent under the following conditions and are subject to the other conditions of the respective hotel company.

#### **HOTEL BOOKING**

#### 2 Booking the Hotel Accomodation

- 2.1 With the contract for the event, you have the opportunity to conclude a separate contract for hotel accommodation in the hotels offered with the agent and, in addition, the hotel company. The hotel can only be booked in connection with the registration for the event with accommodation offer. Please provide the relevant information when registering for the event; subsequent additions to the registration for an overnight stay in a hotel or changes to it cannot be taken into account.
- 2.2 In case of booking for multiple guests, please indicate the names of the guests in the booking process. You hold the contract for your guests, who must also have a ticket for the event booked by you or by them.
- 2.3 The conditions outlined in the offer for overnight accommodation including breakfast apply; the rooms are available during the time detailed in the offer. Sales tax and local taxes are charged additionally.
- 2.4 The contract only comes into effect when the agent bindingly confirms your request in writing, text form or through the booking system.
- 2.5 Accommodation and breakfast are to be paid to the Agent. The Agent is entitled to bill the hotel accommodation in accordance with section 4 of the Guidelines & Terms and Conditions for Participants.
- 2.6 All other services excluding accommodation and breakfast must be invoiced directly by the hotel.

# 3 Relationship to event booking

- 3.1 Change of the participant staying overnight is possible in accordance with the Guidelines and General Terms and Conditions for Participants of the event.
- 3.2 In case of cancelation the event participation in accordance with the terms and conditions for the event, the hotel booking will also be canceled in whole or in part. The rules for cancellation fees and deadlines apply accordingly to hotel fees; the deadline is based on the first day of the hotel booking instead of the day of the event.
- 3.3 Failure to arrive at the designated arrival time, no later than 6:00 p.m. on the first day of the booking period shall also be deemed a cancellation. The booked room can be assigned to someone else, unless a different arrangement has been agreed directly with the hotel.





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#### **WARRANTY AND LIABILITY**

#### 4 Warranty

- 4.1 The services of Javaland are regarded as provided when they are of average kind and quality.
- 4.2 Warranty claims must be made **immediately**. When claims could have been made during the event and therefore the deficiencies could have been remedied, further claims expire.
- 4.3 Javaland reserves the right to **cancel** events on serious grounds. Each registered participant will be informed hereof immediately. In this case, paid participation fees will be refunded to the participant. Further **compensation claims** are **excluded**, unless the cancellation is based on a grossly negligent or intentional violation of duty on the side of Javaland.
- 4.4 Javaland shall also not be liable if, in the case of an online event, participation cannot take place or can only take place in part or to a limited extent for technical reasons that are not within the sphere of Javaland. In this case, claims for damages, repetition or rectification are excluded.

### 5 Liability

- 5.1 Javaland is only liable to the extent permitted by law for **intentional or negligent conduct** of their representatives and subcontractors. Javaland is not liable for correctness and correctness of contents in the event; however, potential claims for compensation to third parties will be assigned.
- 5.2 Above-mentioned **limitation of liability** does not apply when damage from injuries regarding life, body, and health are being claimed or in case of product liability or other mandatory legal regulations.
- 5.3 Javaland is not liable for items that the participant brings to the events, unless the loss or damage has been caused intentionally or grossly negligently by the representatives or subcontractors of Javaland.

## **CONSENTS AND AUTHORIZATIONS**

#### 6 Data Protection

- 6.1 For the purpose of carrying out the concluded contract, personal data in accordance with **legal regulations** will be collected, saved, and processed. Kind and scope of the collected data will be communicated in the registration process for the event. Furthermore, an explicit **consent** is required if not already given. You can receive information on the saved data at any time and demand change or deletion. In case of deletion, please note that it may not be possible to carry out the contract in whole or in part.
- 6.2 We will not use personal data of the participant for advertising, market research, or opinion surveys without the **consent** of the participant. Without consent, personal data will also not be forwarded to **third parties**; the consent is, however, applicable for parent companies and affiliates of Javaland and for involved service providers for carrying out the contract.

## **MISCELLANEOUS**

#### 7 Other Agreements

If you make other agreements with Javaland regarding the event, these agreements are only effective when you have at least a confirmation e-mail as proof. Verbal agreements are ineffective.

# 8 Place of Jurisdiction and applicable Law

- 8.1 Berlin is declared as place of jurisdiction, where permissible.
- 8.2 Furthermore, German law is stipulated under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

## 9 Severability Clause

If one or more items of these guidelines and general terms and conditions should be ineffective or unfeasible, then the other items stay effective and ineffective or unfeasible items are replaced by legal regulations.

## 10 Changes and Amendments

Javaland reserves the right to carry out acceptable changes or amendments to these guidelines and general terms and conditions with appropriate prior notice.

## 11 Measures to protect against Infectious Diseases

It is pointed out that, if applicable, legal provisions and official orders for infectious disease protection require an adjustment of the actual and legal framework conditions of an event. No rights can be derived from or because of such adjustments unless the organizer has a corresponding right against third parties. Insofar as financial claims are involved, these are limited in amount to what the organizer has actually received.