



Guidelines & GTC for Participants

The following guidelines and general terms and conditions bind you to the conditions for participating in the booked event, which will take place online or in person, with the Javaland GmbH, hereinafter Javaland, as event organizer.

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

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

Contact

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Besides these guidelines and general terms and conditions for participants, conditions and announcements for the corresponding event as well as special conditions for additional services may also apply if appropriate.

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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CONTRACT COMPLETION AND CONTENTS

1 Registration for an Event

1.1 **Registration** for the corresponding event is exclusively done online via event website. You receive a **confirmation of receipt** after registration. You must **verify** this confirmation of receipt within 48 hours in order to place a binding registration.

1.2 After the binding registration, you receive a booking confirmation. The contract for participating in the event only comes into effect with the **booking confirmation** by Javaland. Subsequently, you receive your proof of **access authorization**, if applicable.

1.3 Only in particularly indicated exceptional cases, the registration can be made on the day of the event, provided there are still places available.

2 Contents of the Event, Subject to Change

2.1 The event will substantially be carried out as outlined in the **program** with the appropriate event description. When the event is advertised, it is determined whether the event will take place online or in presence. In the following, we will only speak of an event, unless the mode of the event requires a regulation with reference to online or presence.

2.2 **The language** of the event is generally German. However, parts of the event may be presented in English.

2.3 The **service** of Javaland includes the implementation of the event with the contents described in the program as well as additional services outlined in the description.

2.4 In the case of online events, the participant shall provide the necessary technical infrastructure and a reliable, sufficiently powerful Internet connection as well as the necessary software equipment for the purposes of participation. The technical specifications are given when the event is advertised. Expenses are not reimbursed. The conference system is provided by DOAG and can be used free of charge.

2.5 Javaland reserves the right to change the contents of the **event** to an acceptable extent if there are important reasons that may arise by event location, contents of the event, or the actors in the process of the program. Each registered participant will be informed within decent time and to a reasonable extent on these matters. Cancellations for this reason are excluded.

3 Participation Fee

3.1 The participant agrees to pay the declared **participation fees** and potential extra costs upon conclusion of contract. This obligation does not apply in case of events or event parts that are declared as free of charge.

3.2 All indicated prices are **subject to sales tax**.

3.3 Participation fees may be tiered prices. If **deviating prices** have been stipulated under certain conditions in the event description and the corresponding details on participation fees and extra costs, the required details must be truthfully declared upon registration. If Javaland notices, whatever the method, that the details have not been declared truthfully, Javaland is authorized to demand the appropriate price instead of the initially agreed price. You have to prove the accuracy of your data and the initially agreed price in case of doubt. Furthermore, in case of incorrect details for gaining reduced prices, it is hereby agreed upon that Javaland may demand a **penalty** of up to twice the appropriate participation fee from you. It is your liberty to object to the penalty that the statement of incorrect data is not your fault.



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3.4 All costs of participation in the event including catering, which you can view on the appropriate event websites, are comprised in the participation fees.

4 Payment Terms for Participation Fees

4.1 Payment of the **participation fee in advance** can only be made on account, by direct debit, or by credit card. You receive a business invoice.

4.2 In case of payment on **account**, the participation fee must be transferred to the account detailed in the booking confirmation within 14 days and not later than one week prior to event start. Decisive for timeliness is the credit note to the account of Javaland. Payment on account is only possible when address and invoice address are identical.

4.3 In case of payment by **direct debit**, the participant revocably grants the appropriate participation fee, when due, to be paid per SEPA Core Direct Debit/SEPA Business to Business Direct Debit from his account to be specified. There will be no prior notice for the direct debit. Payment by SEPA direct debit is only possible for a maximum of 7 days prior to event start; the period for the advance notice is reduced to 5 days for this purpose. In case of dishonor or chargeback, Javaland will charge an amount of EUR 15.00 net as processing fee. The participant is permitted to prove minor damage.

4.4 In case of payment by **credit card**, the participant authorizes Javaland to charge the credit card account to be specified with the appropriate participation fee when due.

4.5 If the participation fee is not paid in due time, regardless of the reason, the fee must be paid at the **ticket office at the latest; without payment, there is no right to attend the event**. Javaland will refund any double payments immediately. At the ticket office, you can pay by credit card (Mastercard, AMEX, or Visa), by debit card or cash.

CHANGE AND CANCELLATION OF THE PARTICIPANT

5 Change of the registered Participant

5.1 Your access authorization for the event, in particular log-in data, is personal. DOAG may demand a contractual penalty in the amount of the fee according to the price list for the event if it is determined that the access authorization was passed on by you to third parties and used by them on one or more conference days.

5.2 A participant already registered may name a different person as participant if he is **unable to attend**. The registered participant loses the right to participate in the event. A change of the participant is excluded when the event or the event part has started.

5.3 The change of the registered participant acknowledging the conditions of these guidelines and general terms and conditions can only be carried out by naming the other participating person per e-mail to office@javaland.eu or fax to +49 30 400 5999 90 **before start of the event**.

6 Cancellation of the registered Participants

6.1 **Cancellations** can only be carried out per e-mail to office@javaland.eu or fax to +49 30 400 5999 0.

6.2 In case of cancellations up to 15 days prior to event start, a cancellation fee of 50 % of the participation fee is due

6.3 In case of cancellations starting from the **14th day** prior to event start, a cancellation fee of the amount **of the participation fee** is due.

WARRANTY AND LIABILITY

7 Warranty

7.1 The services of Javaland are regarded as provided when they are of average kind and quality.

7.2 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.

7.3 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.

7.4 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.

8 Liability

8.1 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 currentness of contents in the event; however, potential claims for compensation to third parties will be assigned.

8.2 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.

8.3 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

9 Data Protection

9.1 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.

9.2 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.

10 Consent regarding Video Surveillance and Publication of Images and Recordings

10.1 Please note that at events in presence a video surveillance, considering the limits of personal rights and data protection, may be in use on site. On conclusion of contract, you agree to this surveillance.

10.2 As far as required by law, you authorize Javaland, parent companies and affiliates and other parties of the event such as



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participants, service providers, exhibitors, or sponsors by participating to photo, film, television, and audio recordings and their publication on site or in print, on DVD, TV, Internet and future media for documentation and marketing purposes.

10.3 In the case of online events, by participating you expressly give your consent for the event to be recorded and for the recording to be used non-commercially by Javaland for the purposes of the event, its transmission, its archiving, its documentation and other purposes within the association and its subsidiaries. In particular, you agree that your access authorization with regard to your identification by name or other login data in videoconferences, chats or similar interactive formats will be visible to the other participants. If you participate in video conferences, you agree that your personal environment may become visible, unless you use suitable precautions such as backgrounds or filters. It is prohibited to collect, process or pass on personal data of other participants that becomes known to you.

11 Production of Photo, Film, Television, and Audio Recordings

11.1 For the preservation of intellectual property and personal rights, the production of own photo, film, television, and audio recordings (recordings) is generally prohibited at events of Javaland.

11.2 However, you have the option to send a request per e-mail to office@javaland.eu and obtain a permission under the following conditions:

11.2.1 Permissions are principally not granted for keynotes and presentations.

11.2.2 Your request must include kind and scope of your planned recordings, number of persons in the camera crew, purpose of use, and kind and scope of publication.

11.2.3 The granted permission must be carried along and presented on demand.

11.2.4 The permission does not include potential rights of third parties; you must obtain required authorizations yourself.

11.3 If you plan to use the recordings not only internally but also outside of your company, you must make a note at Javaland in a suitable form and you must send the produced recording to Javaland in advance to obtain a specified publication permission.

11.4 Photo and film recordings for strictly private purposes without intention of publication do not require permission, as long as these recordings only show short clips of the event.

11.5 Accredited media are also exempt.

MISCELLANEOUS

12 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.

13 Place of Jurisdiction and applicable Law

13.1 Berlin is declared as place of jurisdiction, where permissible.

13.2 Furthermore, German law is stipulated under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

14 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.

15 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.

16 Measures to protect against Infectious Diseases

16.1 It is pointed out that, if applicable, legal provisions and official orders for infectious disease protection might require an adjustment of the actual and legal framework conditions of an event.

16.2 In case of cancellation or changes to the service, the conditions of the above terms and conditions shall apply (in particular 2.5, 7.3).

16.3 If legal provisions or official orders mean that a presence event cannot be held with the intended number of participants or all participants with a booking, Javaland reserves the right to limit the capacity or to cancel the booking. The aim of Javaland is to enable as many participants as possible to take part on site. In doing so, it will exercise its reasonable discretion to cancel according to this standard. In the event of cancellation, the mutual services will be reversed according to the provisions in the German Civil Code Section "Rücktritt".

16.4 Participants must ensure that they meet the personal requirements for participation in accordance with the statutory provisions or official orders. In this respect, Javaland must reserve the right to demand appropriate evidence of the legal basis before admission to the event. Admission must be denied if the aforementioned requirements are not met.

16.5 No further rights can be derived from or because of the above regulations, unless the organizer has a corresponding right against third parties. Insofar as financial claims are concerned, these are limited in amount to what is actually received by the organizer. In particular, reimbursement of expenses is excluded.