



Guidelines & General Terms and Conditions for Participants

The following guidelines and general terms and conditions strictly bind you to the conditions for participating in the booked event with the Javaland GmbH as event organizer.

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

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

Contact

Javaland GmbH

Tempelhofer Weg 64 • 12347 Berlin

E-mail: office@javaland.eu

Telephone: 030 – 60 90 218 - 0

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, Reservation of Changes

2.1 The event will substantially be carried out as outlined in the **program** with the appropriate event description.

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 enabling to participate in the event with the contents described in the program as well as additional services outlined in the description.

2.4 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.

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



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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 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.

5.2 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 0700/11 36 24 39 **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 0700/11 36 24 39.

6.2 Cancellations **until the 42nd day** prior to event start are **free of charge**.

6.3 In case of cancellations between the **42nd and 15th day** prior to event start, a cancellation fee of **50 % of the participation fee** is due.

6.4 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.

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 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 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.

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

11.1 For the preservation of intellectual property and personal rights, the production of 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.



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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 Law

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

11.2 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.

SPECIAL CONDITIONS FOR HOTEL BOOKINGS FOR EVENTS WITH OVERNIGHT ACCOMMODATION

1. With the contract to the event, you have the option to conclude a separate contract for hotel accommodation in the hotels offered. The hotel can only be booked in conjunction with the registration to the event with overnight accommodation offer. Please give the appropriate details in the event registration process; later amendments or changes to the registration regarding hotel accommodation cannot be considered.

2. In case of booking for multiple occupants, please provide the names of the guests in the booking process. You receive the contract for your guests who must also have a ticket for the event booked by you or by them.

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 calculated extra.

4. The contract only comes into effect when Javaland bindingly confirms your request in writing or text form.

5. Javaland must be paid for overnight accommodation and breakfast. Javaland is authorized to invoice the hotel accommodation in accordance with figure 4. of the guidelines & general terms and conditions for participants.

6. All other services excluding overnight accommodation and breakfast must be invoiced directly by the hotel.

7. Change of the participant staying overnight is possible in accordance with 5. of the guidelines and general terms and conditions.

8. In case of cancellation of participation in the event in accordance with 6. of the guidelines & general terms and conditions for participants, the hotel booking is canceled in whole or in part. The regulations for cancellation fees and periods are also applicable for hotel fees; the period starts from the first day of the hotel booking instead of the event day.

9. Non-attendance at the given arrival time, at 06:00 pm on the first day of booking at the latest, is also regarded as cancellation. The booked room can be used otherwise, provided no deviating agreement has been made directly with the hotel.