

# General Terms of Participation in WindEnergy Hamburg Digital

**1. Basis, subject matter, and supplementary stipulations**

1.1 These General Terms of Participation apply to participation in WindEnergy Hamburg Digital ([www.windenergyhamburg.com](http://www.windenergyhamburg.com)). The subject matter of these General Terms of Participation in particular is the representation of a participant in a profile entry based on the packages listed on the online registration form, respectively, participation as a speaker or sponsor in digital conferences and formats during WindEnergy Hamburg Digital for the purposes of presenting participants' products and services. An additional subject matter hereof is the provision of server storage space to the Participant. Supplementary services rendered in connection with the above are likewise subject to these General Terms of Participation.

1.2 The organiser is:

Hamburg Messe und Congress GmbH  
PO Box 30 24 80  
20308 Hamburg, Germany  
Address:  
Messeplatz 1  
20357 Hamburg, Germany  
– below referred to as **HMC** –

Register no.: Hamburg Local Court – HRB 12 054  
VAT ID No.: DE811214125  
Phone: +49 (0) 40 35 69 - 0  
Fax: +49 (0) 40 35 69 - 22 03  
Internet: <http://www.hamburg-messe.de>  
E-mail: [info@hamburg-messe.de](mailto:info@hamburg-messe.de)

1.3 The participants confirm that their participation in WindEnergy Hamburg Digital exclusively serves commercial goals, and that they are entering into this Agreement with HMC as entrepreneurs as defined in the German Civil Code (BGB), Section 14 (below "**Participants**"). Consequently, these General Terms of Participation apply exclusively to companies, legal entities under public law, or special funds under public law as defined in BGB, Section 310(1).

1.4 The concrete service description results from these General Terms of Participation and the information provided on the online registration form (packages). In the event of any contradictions, the information on the online registration form takes preference over these General Terms of Participation.

1.5 WindEnergy Hamburg Digital 2020 will take place from 1 to 4 December 2020 as an exclusively digital event and will remain accessible digitally as an archive indefinitely if possible.

1.6 HMC offers a technical platform to the Participant for the purpose of joining the Participant with third parties (other participants or third parties), and will only provide the technical applications for this. HMC is not liable for the successful establishment of contact between the Participant and other participants or third parties. HMC will not be involved in the content of any communication between the Participant and third parties. To the extent that the platform will be used to conclude contracts, HMC has no part in this and will not be party to any such contract. Execution and fulfilment of contracts concluded with third parties is the sole responsibility of the Participant. HMC will not be liable if no contact can be

established between the Participant and any third-party on the platform in connection with a contract. Furthermore, HMC cannot be held liable for any violations of contractual obligations arising from contracts concluded between the Participant and third parties.

**2. Formation of Agreement**

2.1 By returning a fully completed electronic online registration form, the Participant submits a proposal for a profile entry as well as related services as described on the online registration form (packages).

2.2 By submitting the online registration, the Participant accepts and commits to these General Terms of Participation. Registration is binding upon the Participant. The contract between the Participant and HMC is brought about at the time of full payment of the participation fee.

2.3 HMC reserves the right to review all registrations submitted in the context of the purpose of the event, and decide about admission to WindEnergy Hamburg Digital 2020 upon due consideration. There is no general entitlement to participate.

**3. Services rendered by HMC**

3.1 Following conclusion of this contract and payment of the participation fee, the Participant will be granted the right to use and design its profile entry based upon these General Terms of Participation. Depending on the online package selected on the online registration form, the Participant may post and publish its own content, whether in the form of texts, images, audio files and/or video footage ("**Content**"), and provide hyperlinks to connect its content with its own or any third party's external webpages. The linked content will be retrieved from the participant by A. Sutter Fairbusiness GmbH on behalf of HMC. The Participant's profile will be accessible online during the period specified in Section 1.5 of these General Terms of Participation.

3.2 Following receipt of the registration confirmation, the Participant will receive e-mail messages from HMC informing the Participant about further details related to the preparation and execution of WindEnergy Hamburg Digital and the other formats.

3.3 HMC will provide the Participant with the amount of storage capacity needed for the Participant's participation in WindEnergy Hamburg Digital on the servers, based on the information provided on the online registration form.

3.4 The participant acknowledges that some elements of WindEnergy Hamburg Digital will be provided by third parties ("**Third-Party Widgets**"). This applies in particular to the integration of service offers from external social media providers such as LinkedIn, Twitter, YouTube and vimeo. HMC does not monitor the availability and/or functionality of Third-Party Widgets, including APIs, performance, costs, terms and conditions for storage and use of information, and all other features or conditions of use, which may change without the knowledge of HMC.

**4. Right of use**

- 4.1 HMC grants the Participant a global, non-exclusive, non-transferable right to allow several concurrent, authorised users to use the platform of WindEnergy Hamburg Digital 2020 ("Platform") as well as any upgrades thereof that may be provided during the time period specified under item 1.5 of these General Terms of Participation.
- 4.2 The platform software is not physically transferred to the Participant. The Participant's exclusive right with regard to the platform is the right to use it for the Participant's own business activities.
- 4.3 The Participant is prohibited from editing the platform software in any way that is not covered by the intended use of the platform. In particular, the Participant is prohibited from re-publishing or reverse-engineering the platform software.
- 4.4 The Participant is prohibited from providing the platform software to any third parties for use, whether free of charge or for a fee. Any subletting of the platform software is thereby expressly prohibited. Third parties for the purposes of this provision are any parties that are not identical with the Participant.

**5. Obligations of the Participant**

- 5.1 The Participant confirms that it will populate its profile entry with content no later than 01-12-2020. HMC reserves the right to deactivate the Participant's profile in the event that the Participant fails to populate it, or to populate it on time.
- 5.2 The Participant must ensure at its own cost its ability to provide the technical prerequisites for its participation in WindEnergy Hamburg Digital. In particular, the Participant must ensure, in case it plans to give an online presentation, that it has all technical prerequisites in place to deliver the presentation as part of the digital formats in a timely manner and without any technical failures.
- 5.3 To participate in the event, the Participant must register and set-up a user account on the online platform of WindEnergy Hamburg Digital. [Optional:

**6. Conditions for using the profile entry**

- 6.1 By uploading and publishing content as appropriate for the booked packages, the Participant grants HMC the simple, transferable right to utilise that content without limitation and without any restrictions in terms of time or space, in particular, the right to publish, distribute, and/or make the content accessible to third parties. HMC may transfer the right of use to affiliated companies as defined by the German company law (Aktengesetz), Sections 15 et seq., or to subcontractors only as necessary to render the services under this contract.
- 6.2 HMC is under no obligation to verify the accuracy, completeness, or legality of content uploaded, published and/or linked to the profile by the Participant. The Participant is solely responsible for ensuring that no hyperlink it places in its profile will reference third-party content that violates applicable law.
- 6.3 The Participant represents that it owns all necessary property and other rights in the content it provides, and that it is entitled to use such content for the intended

purposes under this contract. The Participant is solely responsible for ensuring that it does not violate any third-party rights. The Participant indemnifies HMC and holds HMC harmless, on HMC's first request, against any third-party claims arising from the execution of the contract, even if it has been cancelled. HMC is under no obligation to verify entries and content for potential violations of third-party rights or compliance with competition law. The Participant will indemnify HMC, on HMC's first request, against any claims, including all costs of necessary legal defence, raised by third parties against HMC for the alleged illegality or violation of competition law by any content uploaded by the Participant.

- 6.4 The Participant is responsible for ensuring that all content it provides is free of violations of legal provisions or these General Terms of Participation, of abusive or offensive content, and of any other features that would make it unfeasible for HMC to publish such content. HMC has the right to remove any such content from the website of WindEnergy Hamburg Digital without notice. Such removal does not entitle the Participant to claim any damages.
- 6.5 The Participant grants HMC a simple, global right for an indefinite period of time to use the Participant's company or trade name and/or business name and/or the company's logo and brands. In particular, this right of use of the logo and other content provided for the purposes of WindEnergy Hamburg Digital is granted to HMC for advertising and public relations purposes in connection with this and future events.
- 6.6 The presentations held during WindEnergy Hamburg Digital including the WindEurope Conference will be recorded and stored for the duration of WindEnergy Hamburg Digital. The Participant grants HMC an unlimited right to make these recordings available publicly worldwide, whether wholly or in part, and to provide them to participants of WindEnergy Hamburg Digital for downloading until the end of the time period specified in item 1.5 of these General Terms of Participation, whether for a fee or free of charge, and to use the recordings as advertising material for future events.
- 6.7 The Participant agrees that any LiveChat it employs online will be staffed daily from 09 AM to 06 PM during the entire duration of WindEnergy Hamburg Digital, from 1 – 4 December 2020 to answer visitor questions.
- 7. Registration confirmation; cancellation of participation**
- 7.1 The Participant may cancel its participation free of charge within a period of 14 days after the receipt of its registration confirmation. Notice of cancellation must be made in writing to HMC. Any other right of cancellation of the Participant's is expressly excluded. The right to extraordinary termination for good cause remains unaffected.
- 7.2 In the event that holding WindEnergy Hamburg Digital is not feasible due to an insufficient number of participants, HMC may cancel event and rescind the existing contract. HMC will determine after due consideration whether or not holding WindEnergy Hamburg Digital will be economically feasible. If not, HMC will promptly notify the Participant and fully

reimburse any participation fees already paid. All further claims of the Participant's are expressly excluded pursuant to the liability clause under item 10 herein.

## **8. Data privacy**

8.1 HMC will process the Participant's data for the purpose of contract performance in connection with the participation in WindEnergy Digital and may retain the services of third party providers to help process the data. Furthermore, HMC will use the data for customer relationship management purposes based on the EU General Data Protection Regulation (GDPR), Art. 6(1)(f), and in particular, to send the Participant event-specific information on WindEnergy Digital and other HMC events (especially future editions of WindEnergy Digital) by e-mail. All this is done in strict adherence to applicable current privacy protection laws.

8.2 During the Participant registration process, a user account is created automatically that will allow the Participant to log on to the website/app in the future. All registered participants will then be able to contact other registered participants online ("Say Hello") and, if desired, share personal data (title, first name, surname, company, position, telephone number, mobile number, e-mail address, personal interests as well as a profile description) with other participants using the networking feature. The legal basis for processing personally identifiable data is GDPR, Art. 6(1)(a), (b). The personally identifiable data is stored exclusively for the stated purpose.

8.3 The Participant has a right to access, rectify, erase and/or block her/his personal data. If she/he should wish to cancel her/his personal data stored with HMC, this wish will be complied with immediately provided the cancellation does not conflict with any documentation or retention requirement.

The Participant is entitled to object at any time to her/his data being used for the purposes indicated above [privacy@hamburg-messe.de](mailto:privacy@hamburg-messe.de), or to revoke any consent previously given [privacy@hamburg-messe.de](mailto:privacy@hamburg-messe.de).

Further information on data protection is available at <http://hamburg-messe.de/en/privacy-policy/>. The same link may be used to contact HMC's Data Protection Officer.

## **9. Payment and payment due date**

9.1 Unless arranged otherwise, the participation fee is due and payable immediately upon receipt of the invoice (whether in electronic form or otherwise). Payment deadlines must be met. Objections to invoices will be processed only if raised in writing within 14 days of receipt of invoice.

9.2 All invoiced amounts must be paid in Euros by cashless transfer without deductions and free of charges, stating both the customer and invoice number, to one of the bank accounts listed on the invoice. The Participant's failure to meet a payment deadline will put the Participant in default immediately. There will be no requirement of a payment reminder pursuant to the German Civil Code (BGB), Section 286(2)(1). HMC may charge interest in the amount of nine percentage points above the base rate in effect at the given time.

HMC reserves the right to claim statutory maturity interest (German Commercial Code (HGB, Section 353) and additional compensation for damage caused by default, and HMC may exercise any other rights arising from these General Terms of Participation. The Participant is free to submit proof to HMC that HMC did not suffer any damage beyond the amount of the statutory maturity interest rate as a consequence of the Participant's default.

9.3 HMC reserves the right to transfer its claims against the Participant – following unsuccessful demand for payment – to its collection agent for collection. Collection of the claim by the collection agent will occur electronically. Provided that the Participant does not wish this to be done, the Participant may object at any time by sending a message to [receivables@hamburg-messe.de](mailto:receivables@hamburg-messe.de).

9.4 As soon as a participant is in default, HMC reserves the right to reduce the Participant's entry in its WindEnergy Hamburg Digital profile to merely the company name, address and country.

## **10. Liability of HMC**

10.1 HMC is liable (a) for any damage caused wilfully or in gross negligence; (b) for any harm to life, limb or health caused wilfully or in gross negligence; (c) for any claims raised under German product liability law, and (d) provided that any defect of an object or matter was concealed, or that an express warranty was granted regarding the nature or quality of an object or matter. HMC is liable only for the fault or negligence of its legal representatives and business executives, except in case of a violation of an obligation that is essential for achieving the purpose of the Contract (cardinal obligation) or in case of injury to life, limb or health of an individual, or in case of intent or gross negligence on the part of HMC's legal representatives and executives. Essential obligations (Cardinal Obligations) are obligations which must be fulfilled to achieve the objective of the Contract.

10.2 In case of simple negligence, HMC is liable only for violation of essential contractual obligations or for injury to life, limb or health of an individual. The liability of HMC is limited to foreseeable damages that are typically to be expected. To the extent that HMC is held liable for slight negligence, its liability is limited to €10,000.

10.3 To the extent that liability is excluded or limited under these Terms and Conditions, the same exclusions or limitations apply to HMC's vicarious agents. HMC is liable for its vicarious agents' fault or negligence without being able to seek discharge due to its fault in the choice of agent (culpa in eligendo).

10.4 Any damage must be reported to HMC in writing forthwith. Any damages under HMC's liability according to the Sections above are limited to the current market value, subject to submission of a written proof of purchase. No damages will be paid if HMC's insurance company refuses to accept the claim on the basis that the Participant failed to report the damage in due time.

- 10.5 In general, the total amount of HMC's liability is limited to the maximum coverage under HMC's relevant insurance policy.
- 11. Participant's liability**
- 11.1 The Participant is liable for all damage caused to HMC by the Participant or its vicarious agents. This liability includes incidents where the Participant cannot be held responsible for culpable behaviour when selecting its vicarious agents.
- 11.2 The Participant must indemnify HMC and hold HMC harmless against any and all third-party claims raised in connection with its participation, provided that the Participant or its vicarious agents are responsible for the circumstances giving rise to such claims.
- 11.3 Any lump-sum claims raised by HMC do not affect HMC's right to submit proof of a higher damage vis-à-vis the Participant. It is the Participant's right to provide proof that such a damage did not actually occur or is in fact much lower than the lump sum claimed.
- 11.4 It is the Participant's obligation to take out an insurance from a German insurance company to compensate any damage the Participant might have to replace.
- 12. Data connections**
- 12.1 As part of its range of services, HMC offers state-of-the-art data connections. These services are backed by service agreements with leading providers.
- 12.2 No guarantee can be given that any individual services rendered in connection with mobile electronic connections will be entirely uninterrupted. In particular, there is no guarantee that a connection can be established at any time, or that a specific data transmission rate can be maintained continuously, particularly since this depends on operational factors outside the control of HMC.
- 12.3 HMC cannot assume any responsibility for the functionality of a mobile electronic connection or for any particular transmission speed.
- 12.4 HMC cannot be held responsible for information transmitted and services used by participants and other companies via electronic connections / telecommunication services, and HMC rejects any liability in this respect. Sections 7-10 of the German Telemedia Act apply fully.
- 13. Force Majeure**
- 13.1 In cases of force majeure affecting HMC, HMC is relieved from its duty to perform its contractual duties for the duration and within the scope HMC is affected.
- 13.2 In particular, Force Majeure will be deemed to have occurred in any adverse event which is outside the reasonable influence of HMC. For example, events such as war, civil war, armed conflict, acts of terrorism, political unrest and/or the use of chemical, biological, or biochemical substances or nuclear energy are deemed to constitute Force Majeure. Furthermore, Force Majeure includes pandemics, epidemics, rampant infectious diseases or similar public health threats and/or violent acts of nature (storms, cyclones, earthquakes, floods etc.) and the consequences thereof. In addition, Force Majeure includes prevention of the performance of the contract by acts of government that are outside of the contractual parties' reasonable influence, such as intervention by any federal, state, local or other public authority, including but not limited to decrees, directives, general orders etc.
- 13.3 Any claim of HMC for compensation remains unaffected by the above.
- 14. Final provisions**
- 14.1 Should any provision in these General Terms of Participation be or become invalid or impracticable or contain an omission, this does not affect the validity of the other provisions in these General Terms of Participation. In case of an omission, the Parties will agree a new, valid and enforceable provision which comes as close as possible to the purpose of the omission within the context of these General Terms of Participation. The above stipulation does not simply shift the burden of proof; rather, it excludes application of German Civil Code (BGB) Art. 139.
- 14.2 The statute of limitations for claims against HMC is six months unless imperative provisions of the law provide otherwise. The limitation period will run from the end of the month during which the time period specified under the item 1.5 of these General Terms of Participation ends.
- 14.3 The Participant, provided it is not a natural person, has a right of retention only in case of undisputed claims or claims established as final and absolute by judicial ruling. The Participant may only offset against claims which are undisputed or established as final and absolute by judicial ruling.
- 14.4 HMC reserves the right to make modifications and amendments relating to the technical platform as well as privacy protection.
- 14.5 In the event of any conflict between the German and English versions of these General Terms of Participation, the German version shall prevail.
- 14.6 The Participant is not entitled to assign its rights and obligations arising from this contract or transfer them to third parties. Section 354a of the German Commercial Code (HGB) remains unaffected.
- 14.7 The Place of Performance for all claims arising from this Contract is Hamburg (-Mitte). Provided that the Participant is a general merchant, a legal entity under public law, a special fund under public law, or an entity without a domestic general place of jurisdiction, the Parties agree that the court of jurisdiction for all disputes arising from this Contract will be Hamburg (-Mitte). HMC reserves the right, however, to take legal action at the Participant's place of general jurisdiction.
- 14.8 This Contract is governed by German law, excluding private international law, the United Nations Convention on Contracts for the International Sale of Goods, and the German conflict of laws provisions.

14.9 Any amendments or additions to this Contract, or its rescission, whether entirely or in part, are invalid unless made in writing as a minimum requirement.

[www.windenergyhamburg.com](http://www.windenergyhamburg.com)

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