

## Terms of Participation in the Industrial IoT Forum (IIoTF) and FOKUS FUSECO Forum (FFF) 2019

### 1. Contracting Partner

The Fraunhofer Institute for Open Communication Systems (Fraunhofer FOKUS), a constituent entity of the Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., München (referred to as “the organizer”), is the organizer of the Industrial IoT Forum (IIoTF) and the FOKUS FUSECO Forum (FFF) 2019. Kontrapunkt Agentur für Kommunikation GmbH is in charge of registration, invoicing and payment handling on behalf of the organizer.

### 2. Your Consent

I agree to Kontrapunkt Agentur für Kommunikation GmbH collecting, processing, and using my data for the purposes mentioned below, and I agree to Kontrapunkt Agentur für Kommunikation GmbH disclosing and/or transmitting my data to the event organizer and involved subcontractors that are also permitted to process and use such data for the following purposes:

- a. To hold the event
- b. To check admission and compile statistical information
- c. Participation management for the above-mentioned events, to include invoicing, payment, and collection and processing of data.

Subcontractor	Tasks
Setasign / Jan Slabon	IT Programming of the Participant Management
heidelpay GmbH	E-Payment Provider

I agree to my personal information, gathered for the purposes mentioned above, being collected, processed, and transmitted in compliance with the General Data Protection Regulation (GDPR).

I herewith confirm that I voluntarily provide my personal information for collection, processing, and use. I understand that I have the right to refuse to give my consent and/or withdraw my consent at any time. I am also aware that in case I withdraw my consent I will not be allowed to participate in the event.

I will address my notice of revocation of consent to:

Fraunhofer FOKUS, Kaiserin-Augusta-Allee 31, 10589 Berlin, Germany.

E-Mail: [orga@fuseco-forum.org](mailto:orga@fuseco-forum.org) / [info@iiot-forum.org](mailto:info@iiot-forum.org)

In the event that I withdraw my consent, my data stored by the organizer, by Kontrapunkt Agentur für Kommunikation GmbH, and by involved subcontractors will be erased upon receipt of my notice of revocation of consent.

### **3. Conclusion of the Contract**

The participant's offer for concluding the contract takes place upon the correct submission of her/his address and all data necessary for handling of payments under <https://fokus.fraunhofer-events.de>. Upon submission, the participant agrees to these conditions. The organizer accepts the offer by sending a confirmation e-mail to the participant. The contract between the participant and the organizer is thereby concluded. The payment of the participation fee in full by credit card or via bank transfer is a prerequisite for the participant's attendance at the event(s).

Please be aware that the organizer will not pay any bank fees.

Please note that revenues for the cost recovery of scientific conferences or workshops are exempt from tax (§4 No. 22a UStG).

### **4. Cancellation Policy**

Cancellations will only be accepted in writing by e-mail.

All refund and cancellation requests must be sent to [orga@fuseco-forum.org](mailto:orga@fuseco-forum.org) / [info@iiot-forum.org](mailto:info@iiot-forum.org). For cancellations received before October 23, 2019, we will charge a cancellation fee of 40.00 € per ticket, after that time a fee of 80.00 € per ticket will apply. There will be no refunds after November 01, 2019. Alternatively, you may nominate someone else to attend free of charge.

Refunds will be processed after the events.

There will be no reimbursement if the participant fails to attend or for items not claimed by the participant such as sessions, meals, or complementary events.

### **5. Agreement for Visual and Sound Recordings**

By participating you agree that for the purposes of presenting the event in internal Fraunhofer media and for public reporting on the event, you irrevocably relinquish to the Fraunhofer-Gesellschaft all exclusive, assignable, spatially unlimited and temporarily unlimited rights for any use or publication of the material, either unchanged or edited, by yourself or by third parties. This shall apply irrespective of the transmission, transfer, or storage of technologies used (notably digital image processing). It shall also apply to video and photo recordings of your speech, presentation, or interviews made at the Industrial IoT Forum (IIoTF) and the FOKUS FUSECO Forum (FFF) 2019. This consent also applies to editing rights. The citing of names shall be at the particular discretion of Fraunhofer-Gesellschaft. In this context, you are not entitled to receive remuneration for the photo, video, or sound recording taken.

In case of recordings focusing on individuals, you have the right and the option to inform the photographer or videographer at any time that you do not wish to be photographed or recorded.

I will address my notice of revocation of consent to:

Fraunhofer FOKUS, Kaiserin-Augusta-Allee 31, 10589 Berlin, Germany.

E-mail: [orga@fuseco-forum.org](mailto:orga@fuseco-forum.org)

## **6. Privacy**

All data submitted by the participant (name, address, etc.) as well as the IP address are automatically encrypted during transmission to <https://fokus.fraunhofer-events.de> and are kept confidential. Kontrapunkt Agentur für Kommunikation GmbH guarantees that the data is transferred to the organizer. The data is only transferred to the organizer for holding the event.

## **7. Liability**

The organizer is not liable for the immediacy, correctness, or completeness of the event proceedings or the holding of the event. The participant accepts that she/he has no claim for damages or any loss against the organizer (except in the case of willful misconduct) if the event is cancelled due to force majeure or for good reason (including, but not limited to, illness of one or more speakers, a low number of participants, or financial reasons). The organizer reserves the right to change the program of the event and/or the speakers at the event at any time.

## **8. Place of Jurisdiction**

For this agreement, German law applies. Place of performance and jurisdiction is Berlin, Germany.