

GENERAL TERMS AND CONDITIONS

Participation in events of Quadriga Media Berlin GmbH is subject to the following Terms and Conditions (T&Cs) in addition to the specific terms and conditions of the respective offer. They are accepted with the registration.

Terms and Conditions for Events of Quadriga Media Berlin GmbH

1. Scope / General

The following Terms and Conditions shall apply between Quadriga Media Berlin GmbH (hereinafter: Quadriga) and the contractual partner for participation in conventions, conferences, seminars, eLearning courses and awards (hereinafter: Events). The version valid on the date of registration shall be decisive in each case.

Quadriga does not accept any deviating terms and conditions of the customer unless such deviating terms and conditions are confirmed by Quadriga in writing. With regard to contradictory T&Cs, silence on the part of Quadriga cannot be deemed as Quadriga's consent to the deviating terms and conditions of the customer.

2. Registration / Conclusion of Contract / Contractual Partner

The contractual partner of the customer is: Quadriga Media Berlin GmbH, represented by the Managing Directors: Rudolf Hetzel and Torben Werner, Werderscher Markt 13, 10117 Berlin, Germany

Court of Registration: District Court of Charlottenburg

Register number: HRB 93290

VAT-ID pursuant to Section 27 a German VAT Act: DE 235874395

Party responsible for the content pursuant to Section 7 Berlin Press Law (PresseG Bln) and Section 55 Interstate Broadcasting Treaty (RStV): Torben Werner

Events must be registered for in writing by using the respective registration form (by email or by post) or online and, if applicable, be received by Quadriga within the stipulated registration period. Registrations shall constitute a binding contractual offer when received by Quadriga. Receipt of an online registration is confirmed by an automated email immediately after submission, and shall not yet constitute acceptance of the contract. The contract is concluded with the submission and receipt of the booking confirmation by the customer, either by email or by post. The contractual partner is the participant in the event. If a third party registers the participant, and this third party is named as the invoice recipient, the registering third party shall be deemed the contractual partner.

Registrations are considered in the order in which they are received. If specific selection criteria or payment requirements for attending the selected event exist, these T&Cs shall remain unaffected by such criteria and requirements.

3. Payment Terms

The registration for participation in a Quadriga event creates an obligation to pay the price stated in the specific terms for an event. All of the stated prices are stated exclusive of VAT at the statutory rate. Quadriga generally invoices the contractually agreed participation fees immediately after the conclusion of the contract. Pursuant to Section 2, the contractual partner shall – unless stated otherwise – pay such fees within 14 days after receiving the invoice, stating the invoice number; for registrations at a later date, the fees are payable prior to the start of the event. The obligation to pay exists independently of third party interests (e.g. reimbursement by the employer). Training courses lasting longer than 6 months shall be exempt from the above. For these, an instalment plan can be agreed by separate agreement.

4. Cancellations, Withdrawal and Termination, Rebooking

If the contractual partner is a consumer as defined in Section 13 German Civil Code (BGB), he/she shall be entitled to the right of withdrawal as outlined in the Annex to these T&Cs. In such event, the following provisions shall only become effective upon expiry of the withdrawal period.

For all Quadriga events, it is possible to provide a substitute participant at no extra charge in any given situation.

Insofar as there are no stipulations to the contrary in the specific terms of the respective offer, cancellation is free of charge if unforeseeable, serious events justify a cancellation and render participation unreasonable. This specifically applies in the following cases:

- Withdrawal by the participant due to termination by the employer.
- Damage to the property of the participant due to fire, acts of God, road traffic accident involving the participant on the day of the event or an intentional crime committed by a third party if the damage is significant in relation to the economic situation and the assets of the injured party or if its presence is necessary for determining the damage;
- Death, serious accidental injury or unexpected serious illness of the participant, its spouse, partner, or children.

Please note that the participant has to provide suitable evidence of the occurrence of a serious event to fulfil its obligations to Quadriga. The following is required:

- a doctor's note specifying the diagnosis in relation to a serious accidental injury or unexpected serious illness. A simple health insurance certificate is therefore not sufficient in most cases;

- in the event of property damage, proof that the offence has been reported or a confirmation by the insurance, as well as a declaration in lieu of an oath of the extent of the damage or the need to be present;
- in the event of job loss, the notice of termination;
- in the event of a bereavement, appropriate proof.

Insofar as the respective offer contains no stipulations to the contrary, the following specific withdrawal and termination terms shall apply for the following events:

4.1 Quadriga Seminars: Withdrawal, Termination, Rebooking

Participation in a Quadriga seminar shall be cancelled in writing.

If a confirmed registration is cancelled, the following cancellation fees apply if no substitute participant is supplied for the seminar in question:

- Cancellations made up to 89 calendar days prior to the start of the seminar: no fees
- Cancellations made up to 59 calendar days prior to the start of the seminar: 50 percent of the price of the seminar
- Cancellations made up 59 calendar days prior to the start of the seminar: full price of the seminar.

Rebookings to alternative Quadriga events can be made in exchange for payment, or the price difference can be reimbursed. This is subject to a processing fee of

- 150.00 € plus VAT per rebooking will be charged if the rebooking is made more than 28 calendar days before the start of the originally booked event.
- 250.00 € plus VAT per rebooking will be charged if the rebooking is made less than 28 calendar days before the start of the originally booked event.

4.2 Quadriga Conferences and Conventions: Withdrawal, Termination, Rebooking

Confirmed registrations for a Quadriga conference or convention shall be cancelled in writing.

If a confirmed registration is cancelled, the following cancellation fees apply if no substitute participant is supplied for the conference in question:

- Cancellations made up to 89 calendar days prior to the start of the conference/convention: no fees
- Cancellations made up to 59 calendar days prior to the start of the conference/convention: 50 percent of the price of the event
- Cancellations made less than 59 calendar days prior to the start of the conference/convention: full price of the event.

Rebookings to alternative Quadriga events can be made in exchange for payment, or the price difference can be reimbursed. This is subject to a processing fee of EUR 150.00 plus VAT per rebooking. If participation in an alternative event is cancelled after rebooking to an alternative event, the full price of the event is due as the cancellation fee.

4.3 Quadriga Congresses: Withdrawal, Termination, Rebooking

Participation in a Quadriga congress shall be cancelled in writing.

If a confirmed registration is cancelled, the following cancellation fees apply if no substitute participant is supplied for the congress in question:

- Cancellations made up to 89 calendar days prior to the start of the congress: no fees
- Cancellations made up to 59 calendar days prior to the start of the congress: 50 percent of the price of the event
- Cancellations made less than 59 calendar days prior to the start of the congress: full price of the event.

Rebookings to alternative Quadriga events can be made in exchange for payment, or the price difference can be reimbursed. This is subject to a processing fee of EUR 150.00 plus VAT per rebooking. If participation in an alternative event is cancelled after rebooking to an alternative event, the full price of the event is due as the cancellation fee.

4.4 Quadriga eLearning Courses: System Requirements, Withdrawal, Termination, Rebooking

Quadriga carries out the eLearning courses that are offered using the Adobe Connect software programme. The participant itself is responsible for ensuring that its system meets the minimum requirements for using the service.

The recommended minimum requirements are:

- A DSL internet connection (broadband), speed of at least 2000 DSL, no UMTS connection, no tunnelled/VPN connections
- PC or Apple with Windows (no earlier than XP) or MacOS (no earlier than 10.5) operating system with sound card and speaker or headphones
- Up-to-date internet browser such as Internet Explorer, Mozilla Firefox, Safari, Opera or Chrome
- Additional software (free of charge):
- Installation of additional Adobe Flash software version 10.1 or later, latest version recommended (<http://www.adobe.com/support/flashplayer/downloads.html>)
- PDF viewer such as Adobe Reader or Foxit Reader
- A free Adobe Connect app for iOS to use on iPhones and iPads can be obtained from the AppStore: itunes.apple.com/de/app/adobe-connect-mobile-for-ios/id430437503?mt=8

- An app for Android-based terminals can be downloaded for free from the Google Play Store: play.google.com/store/apps/details?id=air.com.adobe.connectpro&hl=de

Participation in a Quadriga eLearning course shall be cancelled in writing.

If a confirmed registration is cancelled, the following cancellation fees apply if no substitute participant is supplied for the eLearning course in question:

- Cancellations made up to 89 calendar days prior to the start of the event: no fees.
- Cancellations made up to 59 calendar days prior to the start of the event: 50 percent of the price of participation.
- Cancellations made less than 59 calendar days prior to the start of the event: full price of participation.

Rebookings to alternative eLearning events can be made in exchange for payment, or the price difference can be reimbursed. This is subject to a processing fee of EUR 150.00 plus VAT per rebooking. If participation in an alternative eLearning course is cancelled after rebooking to an alternative event has been made, the full price of the eLearning course is due as the cancellation fee.

4.5 Quadriga Awards – Applications and attendance at events: terms and conditions of participation, withdrawal, termination, change of reservation

Applications

The number of applications is not limited. Several projects/campaigns and/or one campaign/one project in a variety of categories may be entered.

Applications may also be made for projects and campaigns of companies that are represented by a member of the judging panel. In these cases however, the member of the panel is barred from judging the category in which the project has been entered.

Award applications cannot be withdrawn. The application is deemed to be submitted as soon as the entry has been sent and the payment process initiated, and will therefore be entered into the competition. The application can then no longer be withdrawn.

For the Digital Communication Awards it is mandatory to join the live pitch on the Award day to be able to win the Award in the specific category you are shortlisted for. Exceptions are Academic and Industry entries.

Award process

Winners are chosen by the panel of expert judges only. Decisions by the panel are final and cannot be challenged. There is no legal right of appeal.

If a category does not receive enough entries to guarantee a fair and balanced competition, it will be cancelled. If possible, the entries will be moved to another category. In general, the Awards Team will move entries to other categories, if the judges or Communication Director team recommends this. No disadvantages will arise for the applicants.

Award events

Cancellations of confirmed registrations for a Quadriga Award event must be made in writing.

If a confirmed registration is cancelled, the following cancellation fees apply if no substitute participant is supplied for the conference in question:

- Cancellations made up to 89 calendar days prior to the start of the conference/convention: no fee
- Cancellations made up to 59 calendar days prior to the start of the conference/convention: 50 percent of the price of the event
- Cancellations made less than 59 calendar days prior to the start of the conference/convention: full price of the Event.

Changes to reservations to attend alternative Quadriga events can be made. Any price difference must be paid or will be reimbursed, as applicable. Any booking change is subject to a processing fee of EUR 150.00 plus VAT per change. If participation in an alternative event is cancelled after the reservation has been changed to that alternative event, a cancellation fee of the full ticket price will be payable.

4.6 Quadriga Sponsorings: Withdrawal, Termination

Participation in a Quadriga Sponsorings shall be cancelled in writing.

If a confirmed Sponsoring is cancelled:

- Cancellations made up to 89 calendar days prior to the start of the congress: zero percent of the price after the deduction of already incurred costs (e.g. for print products for marketing purposes)
- Cancellations made up to 59 calendar days prior to the start of the congress: 50 percent of the price after the deduction of already incurred costs
- Cancellations made less than 59 calendar days prior to the start of the congress: full price after the deduction of already incurred costs.

4.7 Quadriga Seminar and Conferencing Center: Withdrawal, Termination, Rebooking

Booking of facilities at Quadriga Seminar and Conferencing Center shall be cancelled in writing.

If a confirmed booking is cancelled, the following cancellation fees apply:

- Cancellations made up to 89 calendar days prior to the start of the event: no fees

- Cancellations made up to 59 calendar days prior to the start of the event: 50 percent of the price of the event
- Cancellations made less than 59 calendar days prior to the start of the event: full price of the event.

Rebookings to alternative event dates based on availability can be made in exchange for payment, or the price difference can be reimbursed. This is subject to a processing fee of EUR 150.00 plus VAT per rebooking. If a booking on an alternative event is cancelled after rebooking to an alternative event, the full price of the event is due as the cancellation fee.

5. Cancellation of Events / Changes

Quadriga reserves the right to change the location or date of events or cancel events or to use other speakers as substitutes. In particular, this applies if the number of participants does not cover costs, speakers cancel at short-notice, force majeure or other objectively justified reasons occur that are not directly attributable to Quadriga.

Quadriga reserves the right to make changes to the event schedule. This neither entitles the participant to withdraw from the contract, nor to a reduction in the participation fee. The possibility of termination for good reason shall remain unaffected by the above.

In such events, Quadriga is not obligated to compensate for travel and accommodation costs, the loss of working hours or any other loss. In all other cases, Quadriga only has such obligation if there is gross negligence on the part of Quadriga. If the change of location or date is not reasonable for the participant, it is entitled to cancel its booking with immediate effect at no extra charge. Where appropriate, Quadriga recommends that the participant take out travel cancellation insurance.

6. Liability

Quadriga is not liable for any loss incurred by the participants, unless the loss is based on intentional or grossly negligent conduct of a legal representative of Quadriga or one of its vicarious agents. The liability for damage to life, body and health shall remain unaffected by the above.

7. Copyright / Rights of Use

All materials, software used and other content of the events of Quadriga are protected by copyright. All content and materials offered must only be used by the registered participants for their own purposes. Any disclosure of content and teaching materials, unauthorised downloading of such content and teaching materials or the filming of events is not permitted without written consent, irrespective of the purpose.

8. Information / Data Protection / Consent to Data Storage and Advertising

References pursuant to Section 33 German Federal Data Protection Act (BDSG): Quadriga and their affiliate companies, Quadriga Akademie Berlin GmbH and Quadriga Hochschule Berlin GmbH (see Annex for the addresses) store and process customer data in strict compliance with statutory provisions.

Customer data is collected, stored and processed in order to conduct the event and to carry out follow-up work. This is done for the purpose of processing the registration for an event, as well as for the execution and invoicing of the event. Insofar as nothing to the contrary is stated, this involves: Name of the contractual partner or participant, the name of the company, the mailing address of the company and/or the participant, the telephone numbers, the email address, the IP address and the time of online registration in order to prove registration by the participant or contractual partner in the event of a dispute, as well as payment details, such as account and credit card details for purposes of processing payment and to combat abuse.

Moreover, the participant consents to such data being collected, processed and stored by Quadriga for the purpose of organising vocational training and continuing professional development.

The participant also consents to its data being viewed by the professors and teaching staff/speakers for the purpose of lesson planning, as well as by any mentors for the purpose of offering advice. Furthermore, the participant consents to his data being transferred to the aforementioned persons.

The participant consents to being contacted by Quadriga and its affiliate companies Quadriga Akademie Berlin GmbH and Quadriga Hochschule Berlin (see Annex for the addresses) using the contact details provided, and to the data for sending study materials or info material being used for other event, educational and product offerings, specifically for offers:

- relating to study opportunities and university courses;
- relating to seminars and eLearning courses;
- relating to conferences, congresses and business festivals;
- relating to award announcements and events;
- for the purchase of books and magazines in both print and digital form;
- for inclusion in promotional, advertising and sponsoring materials relating to event, print and digital products;
- for the use of job portals, developed software solutions, maintenance services for websites;
- for venue rental with supplementary event services;
- for participation in evaluations and surveys.

Quadriga warrants that personal data is handled with care, and only used for purposes pertaining to the order and to provide information about their own, similar offers and services and offers and services offered by the stated affiliate companies of Quadriga. There will be no disclosure of data to third parties beyond this.

Participants can also receive a newsletter with further information about the topics relating to the events and offers of occupational qualifications and further training offered by Quadriga and the stated affiliate companies of Quadriga. In order to send the newsletter, Quadriga stores the email address of the customer, as well as the first name and surname that Quadriga requires to personally address

the customer. Quadriga and the stated affiliate companies of Quadriga do not collect any other data in order to send the newsletter. Moreover, the data used to send the newsletter is not disclosed to third parties.

You can withdraw your consent for the data, email address, your name to be stored and used to send the newsletter or other promotional information at any time without stating reasons. Such a withdrawal of consent is legally binding. This does not give rise to any charges or disadvantages. To this end, please contact the following address, stating your contact details: Quadriga Media Berlin GmbH, Werderscher Markt 13, 10117 Berlin, Germany info@quadriga.eu. Insofar as the withdrawal of consent also relates to the affiliate companies of Quadriga, Quadriga makes it known that, in such cases, Quadriga will disclose the contact details to the stated affiliate companies for the purpose of effecting the withdrawal.

9. Film footage and images

The participant agrees to sound and image recordings being produced during the events for purposes of public reporting and as advertising for similar events. Furthermore, the participant agrees to recordings of the participant being distributed.

10. Evaluation

Quadriga reserves the right to use information given by the participant in evaluations for marketing purposes and, where appropriate, publish the participant's name with the participant's consent.

11. Miscellaneous

The customer shall only be entitled to offsetting if and insofar as its counterclaims have been established by law, are undisputed, or have been acknowledged in writing by Quadriga. The contractual partner is only entitled to a right of retention insofar as the counterclaim is based on the same contractual relationship.

Ancillary agreements are only effective if made in writing. If a part of this contract is or becomes ineffective, the effectiveness of the remaining parts of the contract shall remain unaffected.

12. Applicable Law

The laws of the Federal Republic of Germany apply exclusively to these T&Cs. If these laws refer to foreign legal systems, such references are ineffective. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

13. Language

Any potential translation of these T&Cs shall merely serve as a reading aid. In the event of a dispute or questions of interpretation, the German version of these T&Cs shall be consulted exclusively.

14. Place of Performance and Place of Jurisdiction

Berlin is the place of performance for deliveries and services. If the customer is a merchant, a legal entity under public law or a special fund under public law, the sole place of jurisdiction is Berlin.

Version: 10/03/2020

Annex: Withdrawal instruction for consumers, list of contact details for affiliate companies

Appendix

Withdrawal instruction for consumers

The following right of withdrawal only applies to consumers as defined in Section 13 German Civil Code (BGB) and does not therefore exist in relation to contracts concluded between Quadriga and contractors as defined in Section 14 German Civil Code (BGB) in their commercial or self-employment activities.

Withdrawal instruction

Right of withdrawal for consumers

You have the right to withdraw from this contract within 14 days without stating reasons. The withdrawal deadline is 14 days after the date on which the contract was concluded.

In order to exert your right of withdrawal, you need to notify us of your decision to withdraw from this contract by means of an unequivocal statement (e.g. a letter by post or an email). To this end, you can use the notice of withdrawal form we have created. However, this is not mandatory. In order to meet the withdrawal deadline, it is sufficient for you to send notification of your exertion of your right of withdrawal prior to the withdrawal deadline.

The notice of withdrawal shall be sent to:
Quadriga Media Berlin GmbH
Werderscher Markt 13
10117 Berlin
Email: info@quadriga.eu
Tel.: +49 30 84859-0

Consequences of withdrawal

If you withdraw from this contract, we have to reimburse all payments that we received from you in the beginning, including delivery costs (unless you have chosen a delivery type that is not the cost-effective standard delivery offered by us). This shall be done without delay and no later than within 14 days of the date on which we received notification of your withdrawal from the contract. For reimbursement, we use the same payment method as you used in the original transaction unless we expressly agreed otherwise with you. In any case, you will not incur any fees on a count of this reimbursement. Where appropriate, we can refuse reimbursement until any shipped goods have been returned to us, or until you have provided evidence that you have returned the goods, whichever is the earlier date. You have to return or hand the goods over to us without delay and this must be done within 14 days after the date on which we received notice of the contractual withdrawal. The deadline is met if you send the goods before a period of 14 days has elapsed. You shall bear the direct costs of returning the goods.

If you have requested that the services/events begin during the withdrawal period or if the services/events booked by you begin during the withdrawal period, you are obliged to pay us a reasonable proportion of the intended total amount. This reasonable proportion must correspond to the proportion of the services that we have rendered up to the date on which we received the notice of withdrawal.

Template – Notice of withdrawal form for consumers

If you wish to withdraw from the contract, you can fill out this form and return it to us.

Quadriga Media Berlin GmbH
Werderscher Markt 13
10117 Berlin, Germany

By email: info@quadriga.eu

I / we (*) hereby withdraw from the contract concluded by me / us. The contract pertains to the provision of the following services / the following goods (*):

Ordered/received on

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in relation to paper correspondence)

Place, Date

(*) Delete as applicable

List of contact details for companies affiliated with Quadriga Media Berlin GmbH:

Quadriga Akademie Berlin GmbH
Werderscher Markt 13
10117 Berlin, Germany
Tel +49 30 44729-450
info@quadriga.eu

Quadriga Hochschule Berlin GmbH
Werderscher Markt 13
10117 Berlin, Germany
Tel +49 30 44729-400
info@quadriga-hochschule.com

depak – Deutsche Presseakademie
Quadriga Media Berlin GmbH
Werderscher Markt 13
10117 Berlin, Germany
Tel +49 30 44729-500
info@depak.de

