

GENERAL EVENT AND PARTICIPATION CONDITIONS (Version 1.0, July 2022, Saarbrücken)

§ 1 Scope of application; contractual language

- (1) These General Event and Participation Conditions govern the details of participation in the events organised by the CISPA - Helmholtz Zentrum für Informationssicherheit gGmbH, represented by the founding director and chairman of the management, Prof. Dr. h. c. Michael Backes, and the administrative managing director, Dr. Kevin Streit, Stuhlsatzenhaus 5, 66123 Saarbrücken, registered at Saarbrücken Local Court under HRB 104390, hereinafter "CISPA", offered events in conjunction with the information documents for the respective event (event description) and the respective registration form.
- (2) These General Event and Participation Conditions shall apply exclusively unless expressly regulated otherwise in the following provisions. Conflicting, deviating or supplementary provisions of the participants shall not become part of the contract, even if CISPA does not expressly object to them.
- (3) The contract language is German. Only the German text of the contract and the General Event and Participation Conditions are binding, the English translation is for information purposes only.

§ 2 Application

- (1) The applicant undertakes to send all the documents required for the application to CISPA no later than the application deadline indicated on the respective application form. The application form is digital. It must be completed via the relevant website for the event and then submitted with any required attachments.
- (2) The specific attachments to be submitted can be found in the corresponding event description or the respective registration form.
- (3) In order to meet all deadlines, it is sufficient to receive the registration form together with any required attachments pursuant to paragraph 2 before the end of 11.59 p.m. on the registration date stated in each case. The time shall be determined by the zone time UCT+1 of the Coordinated Universal Time, which also corresponds to Central European Time (CET).
- (4) The Science Outreach department decides on admission.

§ 3 Conclusion of contract and subject matter of contract

- (1) By completing and submitting the relevant registration form, the applicant makes a binding offer to participate in the event. Following a positive decision on the application in accordance with section 2, acceptance is effected by means of a registration confirmation sent by e-mail. The contract is concluded between CISPA – Helmholtz-Zentrum für Informationssicherheit gGmbH and the applicant. The confirmation of registration must be brought to the event and presented if necessary. It entitles the applicant to participate in the respective event upon timely payment of the participation fee according to section 8. Participation without presentation of the confirmation cannot be guaranteed.
- (2) The automated confirmation by e-mail that the application has been received does not constitute acceptance within the meaning of paragraph 1.
- (3) The subject matter of the contract is the participation in the specified CISPA event by the participant on the one hand and the implementation of the event as well as the provision of any event-related services by CISPA on the other hand.

§ 4 Scope of services; copyrights and rights of use to event documents

- (1) The scope of the contractual services within the scope of the events (content, schedule and other details) results from the information documents for the respective event (event description) as well as from the details specified in the respective registration form.
- (2) Participants receive the copyright-protected event documents in digital form as their property and undertake not to pass them on to third parties or make them accessible to third parties.
- (3) CISPA is entitled to hand out submitted contributions to participants during the event, to make them publicly available on the event website and to publish and distribute them in any conference proceedings.

§ 5 On-site registration

For individual events, access to the event requires on-site registration. Where applicable, name badges and/or other visual/technical means of identification will be issued for access. This is to ensure that only participants or other authorised persons have access to the event. Name badges and other means of identification may not be passed on to third parties.

§ 6 Cancellation and service changes by CISPA

CISPA as host reserves the right to cancel or modify the event under the following conditions:

- (1) Cancellation and thus withdrawal on the part of CISPA can only take place if there is a justified interest on the part of CISPA. This is particularly the case if the respective minimum number of participants is not reached up to two weeks before the start, or if the services cannot be provided by CISPA due to force majeure or impossibility. The participant will be informed immediately by e-mail and will be refunded any fees already paid without deductions.
- (2) CISPA reserves the right to make minor changes to the course and organisation of the event, provided that the essential features of the event are not changed and the change is reasonable for the participant. Minor changes are in particular a change of the venue, a change of the order of the lectures as well as the provision of substitute or additional speakers. CISPA will endeavour to notify any changes in good time by e-mail.
- (3) If individual parts of the event cannot be held or cannot be held in the originally planned form due to force majeure, riots, acts of war or natural disasters, due to other events for which CISPA is not responsible (e.g. strike, pandemic, lockout, traffic disruption) or due to official orders, the participant shall not be entitled to an alternative date or the reimbursement of participation fees. The same applies to the cancellation of parts of the event due to the speakers being prevented from attending at short notice. Nevertheless, in these cases CISPA will try to offer the event online via videoconference or an alternative date at a later date.

- (4) CISPA shall only be liable for damages resulting from a cancellation of the entire event or individual parts of the events under the conditions and within the limits of section 10. In particular, travel expenses and accommodation costs as well as any cancellation fees incurred shall not be reimbursed in the event of cancellation.

§ 7 Revocation

If the applicant or participant is a consumer in the sense of section 13 BGB (Bürgerliches Gesetzbuch - German Civil Code), he/she may revoke the application for admission within 14 days after receipt of the confirmation of registration without giving reasons. Details can be found in the cancellation policy of the respective registration form.

§ 8 Cancellation by participants

- (1) A contractual right of withdrawal or termination for the participant is not agreed.
- (2) If the participant cannot attend the event - for whatever reason - the participation fee is still due and any payments already made will not be refunded. This also applies if the participant cancels his/her participation before the start of the event.
- (3) However, the participant is entitled to nominate a substitute participant who will attend the event instead of him/her, provided that this substitute fulfils the relevant requirements according to the event description and the registration form. The substitute must be named to CISPA. The substitute participant shall then submit to CISPA the information required for registration together with any attachments.

§ 9 Participation fee and terms of payment

- (1) The participant is obliged to pay the agreed participation fee. Payments shall be made within 14 days after receipt of the invoice to the account stated in the invoice. Fulfilment occurs when the payment is credited to the CISPA account.
- (2) The participation fee does not include VAT. CISPA – Helmholtz-Zentrum für Informationssicherheit gGmbH is a non-profit organisation that pursues long-term research and educational goals of the state with the events it offers by bringing information security closer to the public and promoting young scientists in general.
- (3) With the timely payment of the participation fee, participation in the event, including the other services offered by CISPA, is compensated. Participants are responsible for their own travel and accommodation costs.

§ 10 Liability

- (1) Applicants or participants shall have no claims over and above section 6, unless they are claims for injury to life, limb or health. In the event of other injuries, claims shall only exist insofar as they relate to injuries caused by gross negligence or intent on the part of CISPA. In particular, CISPA shall not be liable for any damage to persons or property occurring during the journey to and on the return journey from the venue.
- (2) CISPA is not liable for professional and/or private purposes and goals pursued with the participation, in particular CISPA assumes no liability for the topicality, correctness and completeness of the information and content provided by third parties in the event documents.

§ 11 School responsibility, duty of supervision

- (1) If the client is a school and the event is attended by pupils, the client shall identify the event as a school event at an extracurricular place of learning.
- (2) The supervision and responsibility for the participating pupils is the sole responsibility of the school or the supervising teaching staff.

§ 12 Confidentiality

The participant agrees to treat the personal data of the other participants confidentially.

§ 13 Image and sound recordings

- (1) CISPA shall make and use image and/or sound recordings (e.g. photographs or videos) during the event including the supporting programme for the purpose of documentation, for accompanying and subsequent reporting, for post-event promotion and for announcing future events. CISPA is entitled to provide the recordings to third parties (e.g. also to the press) for the aforementioned purposes and to publish them on media platforms (e.g. Facebook, Instagram and its own website).
- (2) CISPA will ensure that the personal rights of participants are not violated in the use and exploitation of images and/or sound recordings.
- (3) Participants are permitted to make and use visual and/or audio recordings for private purposes only. Any commercial use of the image and/or sound material is only permitted to the participant with the prior written consent of CISPA.

§ 14 Data protection

CISPA processes personal data collected in connection with the application and participation in the event in compliance with the applicable data protection regulations. Further information, in particular on the purposes and scope of processing as well as the rights of data subjects, can be found in CISPA's data protection information, which is referred to in each case when registering for the event.

§ 15 House rules; smoking ban

- (1) The house rules in force at the respective venue of the event must be observed.
- (2) Furthermore, smoking is generally prohibited at the venue. This does not apply to specially designated open areas outside the respective building.

§ 16 General duty to provide information pursuant to section 36 VSBG; choice of law and severability clause

- (1) General information obligation according to section 36 VSBG (Verbraucherstreitbeilegungsgesetz - German Consumer Dispute Resolution Act): CISPA does not participate in dispute resolution proceedings before a consumer arbitration board.
- (2) German law shall apply to all claims arising from or in connection with these General Event and Participation Conditions.
- (3) Should individual provisions of these General Event and Participation Conditions be or become invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a provision that comes as close as possible to the economic objective intended by the invalid provision in a legally permissible manner. Should a loophole occur in these terms and conditions, the parties shall find or allow to apply a provision which corresponds to what they would have agreed if they had considered the point which remained open.