

Terms of participation in DIMVA 2023

1. Scope

These contractual terms and conditions (hereinafter referred to as "Terms of Participation") apply to participation in the event DIMVA 2023 (hereinafter referred to as "Event"), which is offered on the Pretix platform (registration) and held in Hamburg as a face-to-face event from July 12-14, 2023 at the Hotel Hafen Hamburg (Seewartenstraße 9, 20459 Hamburg, Germany).

The registration platform was set up by rami.io GmbH, Markgräfler Straße 16, 69126 Heidelberg.

The organizer is
Gesellschaft für Informatik e.V. (GI)

Bonn Office
Wissenschaftszentrum
Ahrstraße 45
53175 Bonn
(hereinafter referred to as "organizer").

The organizer does not accept the validity of any deviating contractual conditions which the participants, or the company or the organization for which the participant works may have.

By registering for a GI event, you accept the general terms of participation set out below - irrespective of whether the event in question is held in an attendance or online format. This also applies to events organized by the GI together with cooperating partners.

2. Terms of participation

In principle, GI events are aimed at differing target groups within our association. Usually, any person who is at least 18 years of age may participate in GI events. In the case of participants who have not yet reached the age of 18, the parent or guardian is obliged to arrange for the supervision of the participant.

Please refer to the relevant print and online publications for any restrictive requirements for participation in individual events. Participants who are not members of the GI are generally treated the same as GI members; other third parties are also entitled to participate.

3. Registration

Registration for a GI event is to be made in writing. This usually takes place online using a web registration form on the Pretix platform. Other communication channels may be opened in individual cases.

By registering, participants declare that they wish to attend the selected event. Registration for a GI event does not give rise to any entitlement to participation. The organizer can reject registrations for an event without giving reasons.

All registrations are processed in the order in which they are received. If the capacity for all of the parts of the event (workshops, etc.) has been reached, a written or verbal notification will be sent or it will already be made known during the online registration process. The GI reserves the right to make changes to individual events or program items at short notice.

Binding registration deadlines with the corresponding booking options and conditions (e.g. members, early bookers, late bookers, day tickets, accompanying persons, special fees) are listed in the print and online publications of the GI for the respective events.

After registration, each participant will receive a written confirmation of registration with a summary of the offers/services which have been booked. Participation in an event becomes legally binding only after the organizer's confirmation by e-mail - even if an event is free of charge. Registration for an event is in the name of the participant and cannot be transferred to another person without the consent of the organizer in text form (e.g. e-mail).

4. Participation fees / Invoicing

If participation is subject to a fee, the organizer shall charge the participation fee shown on the platform. The invoice will be sent after registration. The invoice will be sent to the e-mail address provided.

Participation is only guaranteed if the invoice amount has been received in the specified account prior to the event or at the latest by the start of the event. Payment on the door is usually not possible. The prices listed in the invoice are the final prices. As the GI is a non-profit association, sales tax is not charged.

5. Third-party services

If the GI merely arranges for the services of third parties to be provided (for example, to facilitate a special program), it assumes no liability for the proper performance of the services provided by the third parties or for their actions or omissions. The GI points out that, in the case of contracts concluded between participants and third parties (for example, when booking hotel accommodation), contractual claims exist exclusively against the respective contractual partner.

6. Cancellation and refund

The scope of services at the event is based on the program details stated in the event description.

The program is subject to change unless the overall character of the event is significantly altered. Changes of speakers (except for events with only one speaker) are considered to be an insignificant change to an event. We reserve the right to cancel an event, e.g. if a speaker is unable to attend or the number of participants is too low.

If participation is subject to a fee, the organizer will refund any fees already paid if an event is cancelled without replacement. If an event which is part of a series of events is cancelled rather than postponed, a pro rata refund will be made.

If a participant does not take part in an event or if the participant does not make use of any individual services provided, a refund of the fee is excluded.

The participant can cancel their participation in the event in writing and free of charge up to 4 weeks prior to the event.

After this date, the organizer will charge a processing fee of 20% of the fee charged and will refund the participant the difference, if applicable. This also applies if the event is held online.

For organizational reasons, refunds of conference fees will generally only be made after the respective event has taken place, unless information about a different arrangement has been communicated concerning a corresponding individual event. Any bank charges incurred will be borne by the participants. If cancellation costs are incurred by participants due to private additional bookings (such as advance travel), these are to be borne by the participants themselves.

Serious occurrences, such as in particular force majeure, pandemics, labour disputes, riots, armed or terrorist conflicts, government measures or orders or restrictions that have unforeseeable consequences for the performance of services, release the participant and the organizer from their obligations to perform for the duration of the disruption and to the extent of its effect, even if they should be in default. This does not automatically terminate the contract. The participant and the organizer are obliged to notify each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.

7. Domiciliary rights/Exclusion from the event/Netiquette

The GI is entitled to prohibit participants from further participation in a GI event and to exclude them from the GI area by exercising its domiciliary rights. An exclusion is justified, among other things, if other event participants are endangered. If publicly visible chat posts by individual participants at GI online events violate standards of netiquette, the GI reserves the right to delete them or comment on them.

8. Photo and video documentation

Photos and videos are taken, stored, processed and used for documentation purposes at GI events. This documentation can be used in the course of the event, but it can also be published in GI publications or as part of press coverage (print and online). GI events - especially in digital formats - are broadcast live online and may be made publicly available afterwards. By registering for a GI event, participants agree to the possibility of being pictured in these contexts. This also applies in particular to online events that are held with cameras switched on.

9. Special terms of participation Attendance events/Hygiene rules

Your health and safety is our top priority. In order to protect you and others as best as possible from the risk of infection during our attendance events, we rely on your assistance. Please familiarize yourself with the rules of conduct and hygiene listed below. Our employees are required to pay close attention to compliance with the rules. We reserve the right to exclude you from our events if you fail to comply with the rules or if you have noticeable cold or flu-like symptoms.

The following applies in general:

- **The regulations for attendance events are issued by the federal states** in their [state ordinances](#). Please check the rules and regulations applicable in the respective federal state at the time of the event
- Ensure compliance with **basic hygiene** measures, such as hand washing or hand disinfection, cough and sneeze etiquette, avoidance of handshaking.
- Keep a distance of at least 1.50 meters from other persons. Please observe the floor markings and information boards.
- If the minimum distance is not ensured, wear a suitable mask in accordance with the respective valid regulations which you should bring to the event. This applies in particular when entering the rooms, on walkways and when leaving your seat. The mask may only be removed when you are seated - if allowed by the organizer - as the minimum distance to other persons is maintained in this case.
- Only participate in the event if you feel completely healthy. If you experience corona-typical symptoms during the event, such as respiratory symptoms, fever or sudden loss of sense of taste or smell, please contact our staff immediately.
- If possible, travel alone by car. When using public transport, please observe the general hygiene rules.
- In order to trace any transmission chains, all participants must register on site.

10. Special terms of participation at online events

The participant shall ensure that they have internet and the minimum technical requirements specified on the platform and/or the event website for the duration of their participation in an event.

The participant may communicate with other participants and publish content, depending on the services offered at an event. When participating in an event and using the platform, the participant shall comply with the statutory provisions (e.g. competition law) and shall not infringe any third-party rights (e.g. copyrights, personal rights).

If claims are asserted against the organizer by third parties in connection with the participant's use of the platform or the publication of its content, the participant shall indemnify the organizer against such claims and reimburse the organizer for the reasonable costs of a legal defence.

The participant shall receive individual access data from the organizer in order to be able to use the platform. The participant shall keep this access data secret. The participant is not permitted to share an event with other people or to pass on or share their access data.

The participant grants the organizer a non-exclusive, irrevocable right of use, unlimited in terms of space, time and content and transferable to third parties, to reproduce, disseminate, make publicly accessible and edit content that the participant shares and/or publishes in the course of using the platform or participating in an event.

In the context of participation in an event, content can be permanently stored by participants for their personal professional use if such content was provided by the organizer by means of a download function or if it was sent by the organizer to the participant by e-mail. Otherwise, the permanent storage of event content, in particular the livestreaming of lectures, is prohibited.

Participants are not authorized to distribute for commercial purposes and/or publicly reproduce content that the organizer provides to the participant with a download function or sends to the participant by e-mail, this concerns, in particular, participant data and event documentation.

11. Liability

The organizer shall not be liable in the case of a slightly negligent breach of obligations that are not material contractual obligations, i.e. obligations whose fulfilment is necessary for the proper performance of the contract and whose fulfilment the participant may usually rely on.

To the extent permitted by law, liability for breaches of duty caused by slight negligence that affect the provision of the platform or its content is excluded.

The above limitations of liability apply analogously to damages caused by authorized auxiliary persons, in particular partners. The organizer is not liable for actions of users or other third parties. Such third parties also do not act as the vicarious agents of the organizer. Liability for indirect and consequential damages is - as far as legally permissible - excluded.

The liability of the organizer for intent, gross negligence, personal injury and according to mandatory legal regulations remains unaffected by the above limitations of liability.

12. Final provisions

The law of the Federal Republic of Germany shall apply.

Should one or more provisions of the contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions.

The organizer will inform the participant in writing of any changes to these conditions; it is sufficient to inform the participant of the fact of the change as such and to send a link to the changed general platform conditions. If the participant does not object to the change in writing within 14 days after notification of the change, this shall be deemed to be an agreement to the change; the organizer shall point this out in the change notifications.

The place of jurisdiction for all disputes arising from this contract is Bonn.

If you have any questions, our team will be pleased to help you (mathias.fischer@uni-hamburg.de).

Bonn/Berlin, April 2023