

## General Terms and Conditions of Events

### Content

General information .....	1
Registration.....	1
Parallel Workshops.....	2
Cooperation events .....	2
Fee based events, terms of payment .....	2
Payment confirmation .....	2
Services .....	3
In class events .....	3
Online webinars .....	3
Organisation of in-class events .....	3
Certificates of participation .....	4
Withdrawal, rebooking or cancellation by the participant .....	4
Program changes, event postponements and cancellations, deviations in the execution by EFCNI .....	4
Copyright and copyright of event material/seminar documents .....	5
Presentations as download .....	5
Image and sound recordings .....	5
Evaluation of the event .....	5
Suggestions for topics .....	5
Liability.....	5
Data protection .....	6
Information under the Act on Alternative Dispute Resolution in Consumer Matters .....	6
Other regulations/validity .....	6

### General information

Events are organised by the European Foundation for the Care of Newborn Infants, Hofmannstr 7a, 81379 Munich ("EFCNI").

Any participation in free and paid in-class events (personally conducted workshops, seminars, meetings, conferences or other in-class events conducted by EFCNI) or online webinars (e.g. live webinar, video course or other digital events conducted by EFCNI) ("Event" or "Events") is subject to the following General Terms and Conditions of Events ("GTC").

By registering for and participating in events you accept the following General Terms and Conditions of Events.

### Registration

You can register for our events either via the link provided on the **event flyer** or directly **online** on the website <https://www.efcni.org/activities/efcni-academy/> using the register of the respective event. In

exceptional cases, you can also register by e-mail ([event@efcni.org](mailto:event@efcni.org)), providing your full contact details.

Please always register with your full contact details as required by the event. After receipt of the registration confirmation sent to you by letter, fax or e-mail, you are bindingly registered for the event.

If EFCNI can assume, based on the data provided by you for registration, that the person registering has the appropriate authority to register, EFCNI is not obliged to explicitly check the legal validity of the registration.

EFCNI decides on the acceptance of registrations from participants. There is no legal claim to participation, as we reserve the right to exclude the possibility of participation in exceptional cases. Further claims of the participant against EFCNI are excluded, in particular there is no claim for reimbursement of travel and accommodation costs and/or loss of working hours.

Unless otherwise stated, registration for our events is valid on first served basis, i.e. until the maximum number of participants has been reached.

If an event is fully booked, you can have yourself put on the waiting list by sending an email to [event@efcni.org](mailto:event@efcni.org). If a place becomes free, you will be informed immediately by EFCNI.

Please note our GTC in case of withdrawal, rebooking or cancellation.

### **Parallel Workshops**

For events with several parallel workshops, you can select your desired workshop(s) directly when you register. Please make sure to indicate an alternative in case your desired workshop(s) is already fully booked.

Please note that your participation in a particular workshop cannot be guaranteed. EFCNI will inform you about the exact allocation or you will be informed at the latest at the registration desk on-site.

### **Cooperation events**

For cooperation events where the registration management is not in the responsibility of EFCNI, the contact data given to EFCNI will be passed on to the respective cooperation partner for organisational reasons. We refer to the currently valid EFCNI [privacy policy](#).

### **Fee based events, terms of payment**

For some of our events a participation fee is charged. The amount varies depending on the type and duration of the event and is shown in the respective event announcement and in your registration confirmation.

Unless otherwise stated, all prices are exclusive of the statutory value added tax or sales taxes.

Please transfer the fee as requested until the **specified date for the event, but no later than 5 days prior to the start of the event without deduction** to the bank account stated in the registration flyer or on the online event page. Please make sure to state as intended purpose of transfer:

- your first and last name and
- the desired event

**Please note:** With your binding registration you commit yourself to pay the participation fee in due time.

A cash payment on-site is only possible in exceptional cases after prior arrangement.

### **Payment confirmation**

You will receive an invoice as confirmation for the payment of the participation fee.

Should you require a separate confirmation, this can be requested by e-mail: [event@efcni.org](mailto:event@efcni.org)

### **Services**

The services listed in the event description for the day(s) of the event are free of charge, unless the event is explicitly described as a fee-based event.

EFCNI may use congress rooms on the basis of a rental agreement or by arrangement with the owner of the congress rooms. In this case, the terms and conditions of the owner of the congress rooms also apply. These are available from EFCNI on request.

All events are prepared and carried out with greatest possible care. However, a successful educational outcome is not owed.

Unless stated otherwise in the respective event description or offer, the following regulation applies:

### **In class events**

The participation fees for fee-based **events and the services included can be found in the information leaflet or on the website of the event.**

Not included are costs for possible certification by third parties. Expenses incurred by a participant as a result of travel to and from the event, accommodation or transfer at the event location have to be borne by the participant.

### **Online webinars**

When participating, each participant is responsible for fulfilling the minimum requirements (Internet connection, current browser version, possibly downloading a program of the webinar platform, loudspeaker or headset) and testing it before the beginning of the webinar.

In the case of **fee-based online webinars**, failure of the technical requirements for which the participant is responsible does not release him or her from the contractual obligation of payment. If a participant does not report any technical problems during a webinar and the recording does not show such messages, participation is deemed to have taken place.

If recordings and video courses are available, EFCNI points out that failures may occur, for example due to maintenance work or force majeure.

Further claims of the participant against EFCNI are excluded.

### **Organisation of in-class events**

#### ➤ **Contact person on-site**

For all events, please register at the registration stand on-site. There, you will find the contact persons of EFCNI.

#### ➤ **Certificate of participation**

You will receive your (personalised) participation documents at the registration stand on-site.

#### ➤ **Event location/rooms**

The venue and the event rooms are specified in the respective event announcement. Should changes become necessary at short notice, we will inform you promptly by e-mail.

We make sure that the event rooms are easily accessible by public transport.

### **Certificates of participation**

Your data is received by the EFCNI registration management. By doing so, you have read our [data protection regulations](#) and GTC and you expressly agree to these contents. A certificate of participation will be issued at the **event location** or, in the case of **online webinars**, will be sent to you by email no later than 4 weeks after the event.

Please refer to the event description to find out whether **Continuing Medical Education points (CME points)** are awarded for the event you attended. In the case of **in-class events**, you will receive the CME points upon request at the end of the respective event from a EFCNI contact person on-site. **Please bring your barcode sticker with you.**

For the issue/sending of the certificate of participation we need the confirmation of your participation in the event. Therefore, please make sure to register on the attendance list distributed by EFCNI.

For the issue/sending of the certificate of participation in online events, EFCNI can ask the participant questions about the content of the event after the event. After correct answering the questions the certificate of attendance will be handed out.

### **Withdrawal, rebooking or cancellation by the participant**

Withdrawal, rebooking or cancellation of participation in an event must always be communicated in writing, preferably by e-mail to [event@efcni.org](mailto:event@efcni.org). Oral cancellations cannot be considered.

Withdrawal, rebooking or cancellation of participation in **a cost-free event** is possible at any time and free of charge. A substitute participant can of course be named. If you are unable to attend at short notice, we would ask you to cancel your registration by e-mail to [event@ecni.org](mailto:event@ecni.org) so that the place can be allocated to someone on the waiting list.

If you cancel your already booked participation for **a fee-based event up to 21 calendar days before the event begins**, the fees paid will be refunded except for a processing fee of 50% of the participation fee. From 20 calendar days before the start of the event on no refunds can be made. However, the place can be allocated by you to another person at any time.

There is no further claim for reimbursement, price reduction or compensation.

### **Program changes, event postponements and cancellations, deviations in the execution by EFCNI**

The events are always carried out in the way and with the content specified in the respective event description. We reserve the right to make changes due to updates or further developments of the events or for organisational reasons.

EFCNI reserves the right, even after confirmation of registration and even at short notice, to postpone, change or cancel the whole event or parts of it, e.g. if the event is not of interest for EFCNI due to a foreseeable low number of participants, in case of speaker cancellation, force majeure or other unforeseeable events.

EFCNI is also able to offer online webinars in case of cancellation or other unforeseeable situations.

The participants will be informed immediately about the rebooking/postponement/cancellation of the event in writing or by e-mail. In the case of fee-based events, fees already paid will be credited to the participant to attend other EFCNI events or it will be refunded.

For cancellation of lectures or speakers within an event or changes in the program, there will be no refund of participation fees, also not on a pro-rata basis.

If the entire event cannot take place for reasons for which EFCNI is responsible, participants will be refunded the participation fees that were already paid.

There are no further claims. In particular, there is no claim to the execution of the event or to the reimbursement of travel and accommodation costs or loss of working hours.

### **Copyright and copyright of event material/seminar documents**

The content of all events as well as all provided materials, including, if applicable, materials and knowledge products provided to the participants on data carriers or made accessible via the internet are property of EFCNI or the respective speakers and are protected by copyright. They serve exclusively for the personal use of the participant, to whom they were provided. No part of the materials is permitted to be reproduced, duplicated and processed or distributed using electronic systems by third parties for any purpose without written permission by EFCNI. Further processing as well as the recording of an event in audio or video or through screenshots are not allowed. Any misuse can be legally prosecuted.

The participant commits himself to respect the copyrights and to use the contents and materials provided by EFCNI for his own individual use only within the scope of these GTC.

### **Presentations as download**

EFCNI can make the presentation(s) available after the event, as long as they are provided and approved by the respective speaker.

### **Image and sound recordings**

EFCNI is entitled to take photographs, drawings and video recordings of the event and use them. With his registration, the participant declares his or her consent to this. The same applies to recordings made by the press and/or television with the consent of EFCNI.

Participants are not allowed to make audio or video recordings of the event or of participants.

Live webinars will be recorded by EFCNI as far as possible and afterwards made available online for free access. Please refer to the information on the online webinar to find out whether a fee is charged for this event.

### **Evaluation of the event**

As a matter of principle, EFCNI conducts an evaluation at every event for quality assurance purposes. You will receive the evaluation form at the registration desk on-site or via e-mail in form of an online survey.

As we depend on your feedback for future educational events, congresses, webinars etc, we kindly ask for your assistance!

### **Suggestions for topics**

We would be pleased to receive your suggestions for topics or themes of future events. Send us your suggestions by e-mail to [event@efcni.org](mailto:event@efcni.org) or note them on the evaluation form of an event you have attended.

### **Liability**

EFCNI is not liable for loss, accidents or damages, regardless of origin or extent, to persons and/or property. EFCNI is also not liable for damages caused by third parties (e.g. exhibitors, speakers or participants). The participants take part in the event or the accompanying workshops at their own responsibility.

The event rooms are controlled and supervised by EFCNI staff to a usual extent for such events. Nevertheless, always take care of your personal documents and belongings. Before or after the event as well as during the breaks all personal documents and belongings have to be taken along or have to be stored securely by the participant. EFCNI does not accept any liability for loss or damage.

As far as legally permissible, liability claims against EFCNI are excluded.

### **Data protection**

Participants who register for an event organised by EFCNI itself or in cooperation with EFCNI are obliged to provide personal data. The use and application and deletion of the data are described in the currently valid EFCNI [privacy policy](#).

### **Information under the Act on Alternative Dispute Resolution in Consumer Matters**

Online Dispute Resolution: "In order to settle out-of-court disputes between consumers and suppliers about goods or services purchased online, the European Commission provides a platform for out-of-court online dispute resolution (OS Platform), which can be accessed at <http://www.ec.europa.eu/consumers/odr20>.

EFCNI is neither willing nor obliged to participate in dispute resolution procedures in front of a consumer dispute resolution service. However, you can send your inquiries, complaints or claims directly to EFCNI at any time: [event@efcni.org](mailto:event@efcni.org).

### **Other regulations/validity**

During the entire event it is generally not allowed to advertise or display advertising material unless otherwise agreed in writing with EFCNI.

Possible legal successors are bound to the rights and obligations of these GTC.

Only the German text of this contract is binding. Possible translations are not binding.

Statute of limitations: Claims against EFCNI expire 6 months from the final day of the respective event, unless mandatory legal regulations prevent this.

Should individual determinations of these GTC be invalid, these GTC shall nevertheless remain valid in all other respects. In such a case, the invalid determination shall be replaced by an analogous, effective determination that most closely approximates the intended economic purpose of the invalid determination.

Collateral agreements must be made in writing. Place of jurisdiction for all disputes arising from this contractual relationship is Munich. The law of the Federal Republic of Germany shall apply.

The designations used in these General Terms and Conditions of Events apply to all genders.

The General Event Terms and Conditions are valid from 01 July 2020.