

# General Terms and Conditions and Information about the Data Protection

## for sponsoring and advertising services in connection with the digital tcworld conference 2020

### 1. General

1.1 tcworld GmbH is the service provider for the Gesellschaft für Technische Kommunikation – tekomp Deutschland e.V. and the European Association for Technical Communication – tekomp Europe e.V.

1.2 These General Terms and Conditions (“terms”) are an integral part of all offers for services ordered from tcworld GmbH, Stuttgart, in current or future business relations in connection with the digital tcworld conference 2020, even without express reference.

1.3 Orders are carried out by tcworld GmbH exclusively subject to these terms; any incorporation of terms other than these shall be excluded.

### 2. Booking / Conclusion of Contract / Contract Processing / Contract Content / Duration of Contract

2.1 At events connected with a fair/exhibition, booking of advertising space/media or sponsorship is linked to participation as an exhibitor at the tekomp fair and is only possible after booking the digital package.

2.2 Bookings by email or fax are legally valid and binding. By the time the order confirmation is sent, the booking is binding for the exhibitor/sponsor.

2.3 The contract is concluded upon order confirmation by tcworld GmbH, and is only valid for tcworld conference 2020.

2.4 Agreements must be made with tcworld GmbH on the content, location etc. of advertising spaces/media or sponsorships. These agreements shall be recorded in text form in the order confirmation.

2.5 tcworld GmbH reserves the right to reject advertising content that violates existing laws or the rights of third parties (trademark, name, copyright, privacy rights, etc.) or that is immoral, racist or unreasonably contrary to the interests of tcworld GmbH.

2.6 If the contents of the order confirmation deviate significantly from the contents of the exhibitor’s booking, the contract will be concluded even so in accordance with the order confirmation, unless the exhibitor/sponsor objects in text form within two weeks.

### 3. Withdrawal / Cancellation

Cancellation by the exhibitor of bookings of confirmed advertising spaces/media or of bookings of confirmed sponsorship services is precluded. 100% of printing and production costs incurred thus far will also be charged to the exhibitor/sponsor.

#### **4. Advertising Spaces / Advertising Media / Sponsoring**

4.1 Agreements with respect to booked sponsorings are concluded directly with tcworld GmbH.

4.2 If the data submission deadlines given are not met, tcworld GmbH reserves the right to bill any resulting additional costs.

4.3 Deadlines or agreements must be made in text form.

#### **5. Delay in Data Delivery / Delivery of Materials**

5.1 If the data submission deadlines set are missed, tcworld GmbH reserves the right to charge the customer for any additional work that may be incurred.

5.2 Divergent deadlines or agreements are valid only in text form.

#### **6. Tool Presentations**

6.1 Only exhibitors who have purchased a digital package can book tool presentations.

6.2 Tool presentation dates are reserved by blocking out a time slot and sending the submission form within 48h after blocking out. Otherwise, the blocked-out time slot will be released for other exhibitors.

6.3 Upon confirmation of the tool presentation by tcworld, the tool presentation is bindingly booked.

#### **7. Complaints**

7.1 The exhibitor/sponsor is obliged to check all advertising spaces/media or sponsorship services produced for it before the commencement of the fair/event.

7.2 Complaints must be made to tcworld GmbH immediately so that any possible defects can be corrected. Subsequent complaints cannot be considered and shall not lead to claims against tcworld GmbH, unless hidden defects are involved. tcworld GmbH shall be notified of such defects immediately after they arise.

#### **8. Liability**

The exhibitor/sponsor shall be solely liable for all damages, including theft, resulting from its own provision, installation and dismantling of advertising spaces/media or sponsorship services.

#### **9. Prices and Payment**

The total price of the sponsoring or advertising services booked is immediately payable net, at the latest, however, 2 weeks after receipt of invoice.

## **10. Force Majeure, Cancellation of Event**

If the event cannot take place due to force majeure or other reasons for which the event organizer is not responsible, or the organizer deems the performance unreasonable and cancels the event for one of these reasons, each party shall bear its own costs incurred to date. The organizer shall not be liable for any damage or loss of the exhibitor/sponsor. If the organizer has made advance outlays that must be borne in accordance with the General Conditions or other contractual arrangements by the exhibitor/sponsor, the expenses shall be reimbursed by the exhibitor/sponsor.

If the event app is temporarily unavailable or only partially usable, this does not constitute a right to withdrawal or cancellation, nor does it give rise to any other claims, in particular claims for damages by the exhibitor/sponsor against the organizer.

## **11. Jurisdiction, Applicable Law**

11.1 For all disputes arising from this contract, the Stuttgart court of jurisdiction is stipulated, to the extent not otherwise required by law.

11.2 This contract is governed by German civil and commercial law, under exclusion of the provisions of private international law and the CISG.

## **12. Data Protection**

12.1 The organizer, tcworld GmbH, is a service provider of tekomp Germany and tekomp Europe. With regard to the provisions of the General Data Protection Regulation (GDPR), we would like to point out that the collection, processing and use of personal data for the purpose of fulfilling the contract is carried out by tcworld GmbH together with the above-mentioned organizations. The legal basis for this processing is GDPR Art. 6 para. 1 p.1 lit. b. The responsible party, according to art. 4 para. 7 in connection with Art. 26 of the GDPR, is tcworld GmbH together with the above-mentioned organizations. In what is called a Joint Controllership, several responsible bodies are jointly responsible for processing personal data, as they can jointly determine the means and purposes of processing (not necessarily to the same extent).

The address of the joint office is

Rotebühlstrasse 64  
70178 Stuttgart  
GERMANY

info(at)tekomp.de

+49 711 65704-0  
Fax +49 711 65704-99

12.2 You can contact the joint data protection officer at [datenschutz\(at\)tekom.de](mailto:datenschutz(at)tekom.de) or at the joint postal address, to the attention of the "Data Protection Officer".

12.3 You have the following rights in relation to the personal data concerning you:

- Right to information
- Right of rectification or erasure
- Right to limit processing
- Right to object to the processing
- Right to data transferability
- You also have the right to complain to a data protection supervisory authority about the processing
- of your personal data by us.

12.4 We work together with Swapcard as an event service provider. Our event app provides essential services in the context of participation in conferences and trade fairs, such as exhibitor profiles, appointment bookings, video calls, tool presentations, etc.

The legal basis for data processing is GDPR Art. 6 para. 1 sentence 1 lit. b – Fulfillment of contractual obligations.

When a digital package is booked, the following personal data is transferred to Swapcard:

- First and last name
- Email address
- Company
- Position (if specified)

Swapcard uses this data to create an issuer profile.

By activating your profile, you can manage your exhibitor profile yourself and add further information that is visible to the conference participants.

The event app is also intended for use at other events. Your data will be deleted from Swapcard 3 years after the last use of your profile at the latest.

Further information on Swapcard and data security can be found at <https://www.swapcard.com/gdpr/>.

### **13. Information on Other Events and Sponsorship and Advertising Services**

We will be pleased to keep you informed by email, telephone, or mail of other events and sponsorship and advertising services offered by the organizations mentioned in Item 1.1. You may unsubscribe from this information service at any time. If you wish to unsubscribe, please let us know by email at [info@tekom.de](mailto:info@tekom.de), by fax at +49 711 6570 499, or by writing to us at tcworld GmbH, Rotebühlstraße 64, 70178 Stuttgart, Germany.