



## General Terms and Conditions of Participation

**Event:** Qonto – Creators Night Pre-Dinner 2023

**Place and Time of the Event:** Papillon, Hardenbergplatz 15, 10623 Berlin, am 27.09.2023 von 18:30 bis 22:00.

**Organizer:** Olinda SAS - German Branch / OLINDA Zweigniederlassung Deutschland - Warschauer Pl. 11-13, 10245 Berlin (hereinafter "**Qonto**").

The following General Terms and Conditions of Participation (hereinafter the "**T&C**") in the version valid at the time of registration, apply to participation in the above-mentioned event (hereinafter the "**Event**") which is organized by Qonto (hereinafter the "**Organizer**").

### 1. General Information

1.1. These T&C apply to the participation and, if applicable, the related sale of participation tickets for the Event, hosted by the Organizer. Parties to the respective contract of participation in the Event are the Organizer and the registered natural person or legal entity (hereinafter the "**Participant**").

1.2. With its registration, the Participant accepts the validity of the T&C. Deviating general terms and conditions of the Participant are not accepted by the Organizer, unless it expressly agrees to their validity in writing. Individual agreements have supremacy (§ 305b of the German Civil Code – BGB).

1.3. The Organizer reserves the right to make changes and additions to these T&C. Possible amendments and supplements shall become valid by publication on the Event sign-up page (hereinafter the "**Typeform**").

### 2. Scope of Application

2.1. These T&C apply to Event offers of the Organizer that are directed at entrepreneurs. Consumers are not entitled to participate in the Event. Business founders who attend the Event for the purpose of commencing their commercial activity are not considered as consumers.

2.2. Pursuant to § 14 BGB, an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.

2.3. Employed persons (employees) of a company may participate in the Event if they are registered as Participants by the company and act on its behalf. In any case, the contracting party is the registering entrepreneur.

2.4. The entrepreneurial status of the contracting party is queried on the Landing Page during the registration process for paid Events. The person registering must answer the query correctly.

### **3. Registration and Conclusion of Contract**

3.1. Registration for participation in the Event is only possible via the Typeform of the Organizer. Registration is possible so long as the Organizer technically enables registration via the Typeform.

3.2. With the information provided on the Typeform, the Organizer makes an offer for the conclusion of a contract. The Participant accepts the offer to conclude a contract by completing the electronic registration process in full and clicking on the "Register" field in the case of free Events, or on the "Register for a fee" field in the case of paid Events. The effective acceptance of the offer by the Participant requires that the Participant fills in all required fields (each marked with an asterisk "\*") and accepts the T&C.

3.3. The contract on the Participation in the Event is concluded only after the Organizer has confirmed the registration to the Participant in writing.

3.4. Prior to completing the registration, the Participant can change its data at any time. The T&C can be retrieved upon conclusion of the contract and saved in reproducible form. The text of the contract will be saved by the Organizer after conclusion of the contract. It is then no longer accessible to the Participant. If a registration cannot be considered, the Organizer will inform you about it.

### **4. Description of Services**

4.1. The subject of the service is the participation in an Event organized by the Organizer.

4.2. The content, structure, schedule and design of the Event as well as the selection of speakers and presenters are determined by the Organizer. Deviations from the details of the Event are permissible at any time after confirmation of registration for free Events. In the case of Events for which a fee is charged, deviations are permissible insofar as the change or deviation is reasonable considering the interests of the Participants.

4.3. A change is particularly reasonable within the meaning of Section 4.2. Sentence 3 of these T&C, if instead of the originally named speaker and lecturer another speaker and lecturer can provide professional information on the named topics. A change of premises is reasonable if the relocation takes place within the same city.

4.4. The Organizer will inform the Participant in the Event of service-relevant changes within the meaning of Section 4.2. Sentence 3 of these T&C immediately after obtaining its own knowledge. The contract partner is responsible for informing the Participants it has registered.

4.5. The issuance of a certificate of participation is not owed by the Organizer, unless this is expressly the subject of the service description or is assured by the Organizer.

## **5. Prices**

5.1. The price stated on the Typeform is the final price and binding on the Participant.

5.2. All prices include the applicable value-added tax where required.

5.3. If special prices are granted for discounts (students, members of certain organizations, etc.), these will be shown separately on the Typeform. If no discounts are shown, they cannot be granted. The discount must be granted upon presentation of proper proof. The proof must be provided before the start of the Event. If the proof cannot be provided, the Participant must pay the difference between the full price and the reduced price at the beginning of the Event to be entitled to admission.

5.4. If participation in the Event is possible free of charge, no price will be shown.

## **6. Payment**

6.1. In the case of chargeable Events, the Participant must pay the contractually agreed fee for the Event (hereinafter the "**Participation Fee**") in accordance with the invoice issued by the Organizer.

6.2. The Participation Fee is due with the confirmation of the registration and must be paid by the Participant at the latest by the date stated in the invoice and stating the invoice number. Payment of the Participation Fee must be made exclusively to the account specified in the invoice.

6.3. The Organizer has the right to refuse performance until the Participation Fee has been paid in full.

6.4. The Participation Fee is also owed if the registered Participant does not appear at the Event.

## **7. Cancellation of the Event**

7.1. For important reasons, the Organizer can cancel the Event with a reasonable notice.

7.2. Upon cancellation, the obligation to pay the Participation Fee lapses. In case of cancellation of a chargeable Event, the Organizer shall refund the payment made in full within 30 days. Further claims are excluded subject to Section 11. of these T&C.

## **8. Copyrights and Other Rights**

8.1. The presentations and Event documents issued are protected by copyright and may only be used for personal purposes. Rights of use are only transferred by express written granting of rights of use. Duplication, distribution, processing or public reproduction of any kind is generally not permitted and requires the written consent of the Organizer.

8.2. Audio and video recordings and descriptions of the Event, the Event results as a whole or in parts, are only permitted after prior approval by the Organizer.

## **9. Visual and Sound Material**

9.1. The Participant agrees irrevocably and free of charge that the Organizer is entitled to create, reproduce, send or have sent representational image and sound material (photographs and video recordings) of its person in connection with the Event, which goes beyond the reproduction of a contemporary event, as well as to use them in audiovisual media and to distribute them to the public worldwide.

9.2. The use of the visual and audio material is made for the communication and promotion of the image, services and products of the Organizer, with or without reference to the brand

"Qonto", directly or indirectly by the Organizer or its partners, in whole or in part, for any commercial or non-commercial use and respecting the integrity and dignity of the Participant.

9.3. The consent according to Section 9.1. of these T&C includes the reproduction, illustration, publication and distribution of the images and video recordings in their original form or after their adaptation for technical reasons by any process.

## **10. Data Protection**

For the implementation of the Event, the Organizer processes part of the personal data collected in connection with the conclusion of the contract of the Participant (such as first name, last name, postal address and email address) as well as data for the assignment of the Participant to the Event. The processing is carried out for the implementation of the Event. The legal basis is Article 6 Paragraph 1 Sentence 1 litera b) General Data Protection Regulation. Further information on the processing of personal data can be found in the Organizer's Data Protection Policy.

## **11. Liability of the Organizer**

11.1. The Organizer is liable for the violation of essential contractual obligations for intent and any negligence. The liability is limited to the amount of the Participation Fee. Liability for consequential damages and financial losses (for example loss of profit) is excluded.

11.2. Otherwise, the Organizer is only liable for damages caused by intent or gross negligence. The liability is limited to the amount of the Participation Fee. Liability for consequential damage and financial loss (for example loss of profit) is excluded.

11.3. These limitations and exclusions of liability of Sections 11.1. and 11.2. of these T&C do not apply to:

- claims under the German Product Liability Act (Produkthaftungsgesetz) ;
- claims due to fraudulent conduct of a contractual partner ;
- claims arising from liability for guaranteed characteristics ;
- damages resulting from injury to life, body or health.

11.4. Apart from that the Organizer and its vicarious agents are not liable for disruptions of any kind caused by circumstances beyond their control.

11.5. Liability for damages incurred during travel to and from the event locations, as well as for losses and accidents, is excluded to the extent permitted by law.

## **12. Final Provisions**

12.1. The laws of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Berlin. The place of performance is the registered office of the branch office of the Organizer (Berlin).

12.2. Amendments, supplements, the cancellation of the Event contract and ancillary agreements must be made in writing to be effective. This shall also apply to the amendment of this written form clause. The above written form requirement shall not apply to agreements made orally between the parties directly after conclusion of the contract (supremacy of the individual agreement § 305b BGB).