

## **German Design Council Foundation**

# General Terms and Conditions for seminars and congresses As of 10/2025

#### 1. Registration and Participation Agreement

- 1.1 Registration for seminars and congresses must be submitted in writing. If not conducted online, registration should be sent by letter, fax, or e-mail. The registration deadline ends two weeks before the event.
- 1.2 Registration is binding and processed in order of receipt; the date of delivery applies. In case of overbooking, registrants will be promptly informed. The agreement for participation is concluded upon written confirmation of registration.
- 1.3 The contractual partner is Stiftung Rat für Formgebung, Friedrich-Ebert-Anlage 49, 60327 Frankfurt am Main, T: +49 69 – 24 744 86 00, F: +49 69 – 24 744 86 700 conference@gdc.de, www.gdc.de

## 2. Participation Fees

- 2.1 Registration obligates payment of the relevant participation fees. All prices are exclusive of VAT. The invoice amount is due upon receipt. Participation fees include attendance and catering as specified in the program. Travel, accommodation, and subsistence costs are not included
- 2.2 Participation in the event is subject to payment of the invoice.

#### 3. Cancellation and Rebooking

- 3.1 Cancellations or rebookings must be made in writing. If unable to attend, a substitute participant may be named in writing.
- 3.2 Free cancellation is possible up to six weeks (42 days) before the event. After this period, the following processing fees apply: up to two weeks (14 days) prior: 50% of the participation fee plus VAT, after this period: 100% of the participation fee plus VAT, non-attendance: full participation fee is due. Illness, strike, or flight/train disruptions do not entitle the participant to a free cancellation.

## 4. CANCELLATION/CHANGES BY THE ORGANISER

- 4.1 In exceptional cases, it may be necessary to postpone a date, change the programme or replace a speaker. Changes of this kind do not entitle participants to withdraw from the event or to a reduction in the participation fee.
- 4.2 If the organiser has to cancel an event for important reasons (in this context, important reasons include, in particular, force majeure, the absence of a speaker and insufficient participant numbers), any participation fees already paid will be refunded Further claims are excluded. In such cases, the organiser is not obliged to reimburse travel and accommodation costs or lost working hours incurred by participants.

## 5. RIGHTS

5.1 The German Design Council has the exclusive, irrevocable and unrestricted right to use the rights and results of the event. All participant documents and any software provided may not be reproduced, reprinted or passed on to third parties before, during or after the event without the prior written consent of the organiser. All documents and scripts are intended solely for the personal use of the participants and are subject to copyright. Deviations from these terms of use require a separate written agreement.

5.2 Photographs taken on behalf of the German Design Council at events will be used by the German Design Council exclusively for documentation, reporting and advertising purposes. By registering, the participant agrees to this use. You can object to the use of photographic material in which you appear at any time by sending an informal request, e.g. by email to <a href="mailto:presse@gdc.de">presse@gdc.de</a> or in writing to the German Design Council.

#### 6. QUALITATIVE IMPAIRMENT OF PERFORMANCE

- 6.1 If, due to circumstances for which the German Design Council is responsible, services are not performed, not performed in accordance with the contract or performed incorrectly, the German Design Council shall be obliged to perform these services within a reasonable period of time in accordance with the contract if and to the extent that the client has complained about this in writing (an email is sufficient here) or verbally without delay, at the latest within two weeks of the service being performed. If this is not successful, the client shall be entitled to terminate this contract in writing without notice.
- 6.2 Claims under Section 6.1 shall become time-barred 12 months after complete performance of the service or premature termination of the contract.

## 7. LIABILITY OF THE GERMAN DESIGN COUNCIL

- 7.1 The German Design Council shall be liable without limitation for any personal injury (injury to life, body or health) for which it is responsible and shall reimburse the costs of restoring any property damage for which it is responsible up to a maximum amount of EUR 10,000 per claim and up to a total amount of EUR 25,000. In the event of damage to data storage media, the obligation to pay compensation does not include the costs of recovering lost data and information.
- 7.2 Claims for defects, damages or reimbursement of expenses by the client that go beyond those expressly stated in this contract, regardless of the legal basis, in particular claims due to business interruption, lost profits, loss of information and data or consequential damages, are excluded unless liability is mandatory in cases of intent, gross negligence or breach of essential contractual obligations. However, compensation for damages or expenses due to breach of essential contractual obligations shall be limited to the foreseeable damage typical for this type of contract, unless there is intent or gross negligence.

## 8. CONFIDENTIALITY/SUBCONTRACTS

- 8.1 The contracting parties shall use all documents, information and data received solely for the purpose of executing this contract. As long as and to the extent that they have not become generally known, the contracting parties shall treat the aforementioned documents and information as confidential vis-à-vis third parties not involved in the execution of the contract. These obligations shall remain in force even after the termination of the agreement.
- 8.2 The German Design Council is entitled to subcontract work to third parties in order to fulfil its obligations without requiring the participant's consent.

# 9. SIDE AGREEMENTS/ JURISDICTION

- 9.1 Any side agreements need to be in writing.
- 9.2 The place of jurisdiction is Frankfurt am Main if the German Design Council is a merchant within the meaning of the German Commercial Code.