



# Conditions of Participation Start Up Energy Transition Tech Festival 2020

# 1 Scope of application and conclusion of contract

The following conditions of participation apply to the "Start Up Energy Transition Tech Festival 2020" (Short form: "SET Tech Festival 2020"). A contract of participation in the SET Tech Festival 2020 is concluded in principle after the registration has been confirmed in writing (by e-mail). In case of a personal registration (on site), the contract is concluded upon receipt of the completed registration form by Deutsche Energie-Agentur (dena).

# 2 Participation fee and participation categories

2.1 The amount of the participation fee depends on the participation category

#### **Reduced tickets for start-ups**

The reduced ticket is only valid for representatives of early or later stage start-ups. Early stage start-ups are defined as: Younger than 3 years old and have less than 10 employees. The business model consists of the realization of an innovative business idea in the energy sector. Later stage start-ups are defined as: Younger than 7 years old and have less than 200 employees. The business model consists of the realization of an innovative business idea in the energy sector. Consulting companies, agencies and similar forms of corporation are excluded from this reduced participation fee.

The German Energy Agency (dena) retains the right to verify the correctness of the information.

#### **Regular tickets**

All other participants are combined in the category "Corporates and Investors".

2.2. The participation fee is due upon receipt of the invoice. It can also be paid with a credit card booking. The evening reception and award ceremony is included in the participation fee. There will be no price reduction in case of non-participation in the evening reception. All prices include Germany's current value added tax. Participation in the "SET Tech Festival 2020" is only possible after the payment has been made.





## **3** Services

The following services are included in the participation fee:

Participation throughout the entire "SET Tech Festival 2020" programme including the evening reception and award ceremony, food and beverages, and event documents. The programme can be downloaded here: <u>http://www.tech-festival.de</u>.

dena reserves the right to make changes in the schedule of the event and to replace or omit individual lectures or modules. These changes do not entitle the participant to a refund of the participation fee, parts thereof or other expenses.

# 4 Cancellation

Cancellation by participants must be made by e-mail to <u>de.dena@lagardere-se.com</u>. For Cancellations received less than 14 days prior to the event a fee of 50 percent of the registration fee will be charged. For cancellations received less than 7 days prior to the event, or if the registrant does not attend or leaves the event early, the full fee will be charged. Substitute registrants will be accepted.

# 5 Note on image, film and sound recordings

The event will be accompanied by photographers, press representatives and film teams. Press representatives act on their own responsibility. The following applies to photographs and films taken by dena: The "SET Tech Festival 2020", the evening reception and the award ceremony will be documented by dena using photographers and film teams. The photos, sound and video recordings made during the event will be used by dena for public relations purposes (in particular for advertising the "SET Tech Festival" on the company's own websites, the YouTube channels, Facebook, Twitter, Xing and LinkedIn accounts) and as part of the company's internal communication and will be passed on by dena to the press. If you do not agree with the creation and use of the photos, we ask you to inform us of this at the time of registration. You can object to the processing of your personal data for the future at any time (e.g. by sending an e-mail to <u>widerruf-einwilligung@dena.de)</u>. The objection does not affect the legality of the processing carried out prior to the objection.

# 6 Rejection of an application

dena may refuse registration for the "SET Tech Festival 2020" without giving reasons.

## 7 Cancellation by the organizer

dena reserves the right to cancel the "SET Tech Festival 2020" for important reasons. In this case, the participation fees will be refunded in full. There are no further claims (e.g. claims for damages, reimbursement of travel expenses, etc.).





# 8 Usage rights

Presentations and event documents are protected by copyright. Duplication, dissemination or other uses of these documents is only permitted with the explicit written permission of the author(s).

## 9 Special information for consumers / private persons

If the participant is a consumer within the meaning of § 13 BGB, i.e. person who conclude a legal transaction for purposes which can predominantly neither be attributed to their commercial nor their self-employed professional activity, the conditions governing the right of revocation shall apply in addition to the Conditions of Participation.

#### **Right of revocation**

You have the right to revoke this contract within fourteen days without having to state any reasons for this. The deadline period for revocation is fourteen days from receiving these conditions of participation. To exercise your right of revocation you have to inform us,

Deutsche Energie-Agentur GmbH (dena)

Chausseestrasse 129a 10115 Berlin, Germany

contact@startup-energy-transition.com

#### **Consequences of revocation**

If you revoke this contract, we shall return all payments that we have received from you. You are obliged to pay compensation for the value of the service provided until revocation if you have been informed of this legal consequence before submitting your contractual declaration and have expressly agreed that we will begin to execute the consideration before the end of the revocation period. If there is an obligation to pay compensation, this may mean that you still have to fulfil the contractual payment obligation for the period until revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to refund payments must be fulfilled within 30 days. The period begins with the dispatch of your declaration of revocation, for us with its receipt.





# 10 Direct marketing and right of objection

Your details will be used by dena for processing your registration, for holding the event and for its own direct marketing purposes for its own similar goods or services.

If you do not wish to receive any further information on similar goods or services from dena, you can inform us of this at any time with effect for the future at the following e-mail address: widerruf-einwilligung@dena.de or by means of the unsubscribe link contained in every mailing.

# 11 Liability

dena shall be liable without limitation for intent and gross negligence, but for ordinary negligence only in the event of breach of fundamental contractual obligations, i.e. obligations for the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party may regularly rely (so-called cardinal obligations) and for damages resulting from injury to life, body or health.

dena's liability is limited to the foreseeable and contract-typical damage at the time of conclusion of the contract in the case of simple negligent breach of essential contractual obligations and in the case of grossly negligent conduct of simple vicarious agents (non-executive employees) outside the scope of essential contractual obligations and death, physical harm(limb) and health.

## 12 Final clauses

Subsidiary agreements, amendments and additions to this contract must be made in writing in order to be effective. The same applies to the cancellation of the written form requirement. Verbal collateral agreements do not exist. The general terms and conditions of the participant are excluded.

If individual provisions of this contract are or become invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall replace the invalid provision with another provision that comes closest to the economic purpose of the invalid provision in a permissible manner. The same applies to the existence of gaps in the contract.