

# Terms and Conditions for Events of bpExperts GmbH

This document was prepared by

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Geschäftsführung / Management  
Handelsregister / Commercial Register  
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## 1. General Terms and Conditions

Terms and Conditions for events of bpExperts GmbH

bpExperts GmbH plans, organizes, and conducts events for business process management, in particular the yearly Business Transformation Day.

### 1.1. Scope and provider

The following Terms and Conditions for events regulate in Part A the contractual relationship between bpExperts GmbH (hereinafter "bpExperts") and the participant (hereinafter "Participant") of these events.

The provider and organizer of the events is the company:

bpExperts GmbH  
Robert-Bosch-Straße 32  
63303 Dreieich  
Telefon: 0172/72 10 876  
[info@bpexperts.de](mailto:info@bpexperts.de)

Geschäftsführung / Management: Dr. Jochen König, Markus Wolf, Dr. Russell Gomersall

Handelsregister / Commercial Register: Amtsgericht Offenbach/ HRB 49413

Umsatzsteuer-Identifikationsnummer/VAT Registration number: DE286811595

### Privacy Officer Contact Details

The Privacy Officer for the data controller is:

DDI - Deutsches Datenschutz Institut GmbH  
[www.deutsches-datenschutz-institut.de](http://www.deutsches-datenschutz-institut.de)

You can contact our Privacy Officer by sending a letter to the attention of "Privacy Officer" at the address above or by sending an e-mail to: [data-privacy@bpexperts.de](mailto:data-privacy@bpexperts.de)

## 2. Part A: Participants of the event

### § 1 Registration and conclusion of contract

Registration for participation in the events must be made in writing. It can be made online, by e-mail, fax or mail. By registering, the participant agrees to the "Terms and Conditions for Events of bpExperts GmbH".

The registration is considered a binding offer of contract. The contract is concluded upon receipt of the registration confirmation by bpExperts.

The registration requires the participant to provide data and information. In doing so, the participant is obligated to provide proper information. If false information is provided or a false identity is chosen and this becomes known to bpExperts, the contractual relationship will be terminated immediately without notice by bpExperts. In this case, bpExperts expressly reserves the right to claim damages.

In the case of online registration for events bpExperts will handle the registration confirmation, invoicing and payment processing for the participation fee as well as the optional overnight stay at Schloss Krickenbeck. The participant receives a ticket in PDF format from bpExperts by e-mail, which can be printed out and brought to the event. Furthermore, the participant or the person submitting the order receives an invoice in PDF format by e-mail. If a paper invoice is desired, this can be requested during the order process.

Registrations will be considered in the order of receipt up to the maximum number of participants.

Payment processing is only possible via bank transfer.

### § 2 Terms of payment

In the case of chargeable events, the participant must pay the contractually agreed fee for the event (so-called participation fee) and for the overnight stay in accordance with the invoice issued by bpExperts, stating the full invoice number, within 14 days of receipt of the invoice.

Payment shall be made to the bank account indicated on the invoice. Payment by sending cash or checks is not possible; bpExperts assumes no liability for loss.

If the participant is in default of payment, bpExperts is entitled to charge interest on arrears at a rate of 5% above the prime rate p.a. (§ 247 para. 1 BGB). If bpExperts proves a higher damage caused by default, this can be asserted. In the same way, the participant is entitled to prove that no damage has occurred at all or that the damage is significantly lower than claimed by bpExperts.

The participant may only offset claims that have been legally established or recognized in writing by bpExperts. The participant is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

### **§ 3 Withdrawal by the participant**

Withdrawal from a registration must be made in writing. It can be made by e-mail to [info@bpexperts.de](mailto:info@bpexperts.de), online, by fax or by mail.

Cancellation of participation in the event is free of charge if it is made up to 21 days before the date of the event. In case of later cancellation or no-show, the entire participation fee will be due.

The date of receipt of the declaration is decisive for the participant's withdrawal.

Cancellation must be made in writing. It can be made by e-mail to [info@bpexperts.de](mailto:info@bpexperts.de), online, by fax or by mail.

The cancellation costs for the overnight stay at Schloss Krickenbeck are due at 70% if the cancellation is made up to 7 days before the date of the event. If the cancellation is made after the 7 days until the date of the event, 100% of the costs are due.

In the event of a withdrawal or cancellation, additional cancellation fees may be waived.

If a substitute participant is named by the originally registered participant or the responsible orderer, no cancellation fees will be charged.

### **§ 4 Change and cancellation of events**

bpExperts reserves the right to cancel an event for reasons beyond its control (e.g., insufficient number of registrations, force majeure) and to change event dates if necessary.

In the event of a change or cancellation, each participant will be informed immediately.

In case of cancellation, already paid participation fees will be refunded. The same applies if the participant is unable to attend a make-up date for the event.

Other claims on the part of the participant are excluded. In this case, bpExperts cannot be obligated to reimburse travel or accommodation costs or other consequential damages.

bpExperts reserves the right to change speakers or to change the course of the event. The participant cannot derive any claims from this, e.g., for withdrawal from the contract or reduction of the participation fees.

### **§ 5 Exclusion from participation**

bpExperts is entitled to exclude participants from further participation in special cases (e.g., default of payment, disruption of the event).

In the event of exclusion, the financial claim of bpExperts shall be governed by § 3 of these General Terms and Conditions.

## **§ 6 Copyrights**

The documentation handed out as part of the event is protected by copyright.

The participants are exclusively granted a simple, non-transferable right of use for personal use.

In particular, participants are not permitted without the consent of bpExperts and the respective speakers to modify the content or editorial content of the event documentation - even in part - or to use modified versions, to copy it for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to imitate it, to resell it or to use it for commercial purposes.

Any copyright notices, marks or trademarks may not be removed.

## **§ 7 Liability**

bpExperts is liable for damages in connection with the implementation of events only in the case of intent or gross negligence.

The limitation of liability does not apply to damages resulting from injury to life, body or health, which are based on a negligent or intentional breach of duty by bpExperts or a legal representative or vicarious agent of bpExperts.

Furthermore, the limitation of liability does not apply to damages that are based on the violation of a so-called cardinal obligation (i.e., a contractual obligation that makes the proper execution of the contract possible in the first place and on whose fulfillment the participant regularly relies on and may rely).

## **§ 8 Data protection**

By registering for an event, the participant agrees to the data protection provisions of bpExperts.

bpExperts protects your personal data and will treat the data provided to it during registration as confidential. For more information on the use, disclosure, and storage of personal data, please refer to our privacy policy: <https://www.bpexperts.de/privacy-statement>.

The legal regulations of data protection will of course be observed.

## **§ 9 Choice of law and place of jurisdiction**

German law shall apply.

The provisions of the UN Convention on Contracts for the International Sale of Goods shall expressly not apply.

The place of jurisdiction shall be Offenbach if both parties are merchants.

#### **§ 10 Severability clause**

Should one or more provisions of these terms and conditions be invalid, this shall not entail the invalidity of the entire contract. The invalid provision shall be replaced by the applicable statutory provision.

#### **§ 11 Right of withdrawal for consumers**

Participants whose registration can be attributed neither to their commercial nor to their independent professional activity (§ 13 BGB) have the right to revoke the registration in writing within 14 days after receipt of the registration confirmation without giving reasons.

To meet the deadline, it is sufficient to send the cancellation in time to the following address:

bpExperts GmbH  
Robert-Bosch-Straße 32  
63303 Dreieich  
Telefon: 0172/72 10 876  
[info@bpexperts.de](mailto:info@bpexperts.de)

This right of revocation expires prematurely if the booked event has taken place and/or the participant has taken part in it.