

chiiOnline General Terms and Conditions

1. SCOPE OF GENERAL TERMS AND REGISTRATION PROCESS

1.1. Registration for the chiiOnline event, which is organised by Perception Park GmbH with its seat in Graz and the business address 8010 Graz, Wartingergasse 42, registered with the companies register of the regional court Graz under FN 400381x (“chiiOnline Organiser”), and the sales of sponsor packages and other payable services regarding the chiiOnline event is made by registration form via the online registration form on the event homepage (www.chii-online.com), whereby the registration process is carried out through B2Match GmbH (FN 396478 g), Vally-Weigl-Gasse 5/456 1100 Vienna, Austria (“B2Match”). Sponsor packages or other payable services of the chiiOnline event are solely available to entrepreneurs in the meaning of article 1 Austrian Consumer Protection. All terms and conditions referred herein can be downloaded and printed.

1.2. By completing the online registration form, (i) the contract between the participant, sponsor, pitcher or lecturer and the chiiOnline Organiser becomes effective, (ii) the participant, sponsor, pitcher or lecturer accepts the chiiOnline General Conditions and Terms of the chiiOnline Organiser, the Privacy Policy (<https://www.b2match.com/privacy-policy>) of B2Match and the Terms of Use (<https://www.b2match.com/terms-of-use-participants>) of B2Match and (iii) the sponsor confirms to be an entrepreneur in the meaning of article 1 Austrian Consumer Protection.

1.3. chiiOnline Organiser reserves the right to exclude a participant, sponsor, pitcher or lecturer from the chiiOnline event(s). Payments, if any, made by a participant, sponsor, pitcher or lecturer who is then excluded will be refunded by the chiiOnline Organiser.

2. ADMISSION AND ALLOCATION OF TIME SLOTS

chiiOnline Organiser reserves the right to accept sponsors, pitchers and lecturers. Online space and time slots are allocated at the sole discretion of the ChiiOnline Organiser, provided however, that the chiiOnline Organiser will take into consideration online space and time requests made by sponsors, pitchers or lecturers to the extent possible. Such online space and time slot requests are, however, not binding for the chiiOnline Organiser.

3. PHOTOGRAPHY AND OTHER IMAGE RECORDING

3.1 Participants may not audio or video record lectures, webinars or other sessions of the chiiOnline event.

3.2 Within the framework of chiiOnline event, audio, picture and video recordings of the individual participant, sponsor, pitcher or lecturer participating at chiiOnline will be created free of charge. The participant, sponsor, pitcher or lecturer agrees that these recordings and images / photographs, and the unlimited spatio-temporal use can be used free of charge for media reports, advertising purposes on various channels (online, print, TV, radio, outdoor) and in various formats (eg. posters, print ads, online campaigns, moving images, brochures), calendars, commercial products and manuals (eg. future reports, white paper illustrations), and on the chiiOnline websites and third party channels (e.g. TV, Radio, print, outdoor, online such as websites, social media with eg. rights of use for YouTube, Instagram, Vimeo, Facebook, etc.) and these rights of use may be given to third parties by the chiiOnline Organiser, both free of charge and also against payment.

4. REFUND / TERMINATION FOR CAUSE

4.1 In case the sponsor cancels his sponsor package / contract the sponsor is entitled to the following refund:

- 80% 5 to 3 weeks before 5 November 2020 (“Welcome Day”),
- 70% 3 to 2 weeks before Welcome Day,
- 30% 2 to 1 week before the Welcome Day,
- 0% within 1 week before the Welcome Day.

4.2. The chiiOnline organiser is entitled to terminate the contract with a sponsor for cause with immediate effect, if (part of) the fees due have not been paid timely.

5. LIMITATION OF LIABILITY, FORCE MAJEURE, HOUSE REGULATIONS

5.1. Limitation of Liability: In the event of breakdowns or other events impacting the event, the organizer is only liable, if it can be proved that these events resulted from willful intent or gross negligence on part of the chiiOnline Organiser. Liability by the chiiOnline Organiser for non-foreseeable damages, lost profit and indirect damages is excluded. Liability is limited by the amount of payment made, if any, by the participant, sponsor, pitcher or lecturer.

5.2. Force Mature: Cases of force majeure, which prevent the organizers from fulfilling their obligations either totally or in part, relieve the chiiOnline Organiser from fulfilling this contract.

5.3. House Regulations: Additionally, reference is made to the House Regulations that are posted on www.chii-online.com.

6. DUTY AND INDEMNIFICATION BY SPONSOR, LECTURER OR PITCHER

6.1 The sponsor, pitcher or lecturer confirms that the contents he/she presents, copies, gives out or otherwise makes available to the participants in connection with his / her on chii-Online pitch / lecture / webinar are his/her intellectual property.

6.2 If that content presented by the sponsor, lecturer or pitcher infringes intellectual property rights of a third party and such third party whose intellectual property rights have been infringed, raises claims against the chiiOnline Organiser, the sponsor, lecturer or pitcher is obliged to fully indemnify the chiiOnline Organiser.

7 INFORMATION ON DATA PROTECTION

6.1. The applicable data protection guidelines of the chiiOnline Organiser can be found time under the link: www.chii-online.com

8. TRADEMARK AND IP RIGHTS

The website itself (www.chii-online.com), the graphics, images, advertising claims and similar content of chiiOnline Organiser might be protected by copyright law or other intellectual property rights. It is therefore not allowed to edit, copy or publish such content without the explicit prior written consent of the chiiOnline Organiser or the mentioned sole owner of the copyright.

9. Applicable Law / Jurisdiction

9.1 These General Terms and Conditions are governed by Austrian law, to exclusion the provisions of the UN Sales Convention (CISG) and of the conflict of law rules of Austrian international private law.

9.2 The competent court in Graz shall have exclusive jurisdiction with respect to all disputes in connection or arising out of these General Terms and Conditions. The chiiOnline Organiser shall also have the right to bring an action against the participating party at the venue where the participant is located or from where the participant uses or violates the services of the chiiOnline Organiser.