

# Terms & Conditions

## Terms & conditions for “Smart Waves”:

With a binding booking for an event for Konstantin Leshchenko, I accept the Terms and Conditions of Konstantin Leshchenko.

### (1) Booking, Payment & Default of Payment

The contract/booking between Konstantin Leshchenko and the customer begins with the confirmation of booking by Konstantin Leshchenko. The booking should contain: company name, the participating job title, function and contact details. The respective amount is due for payment once the customer receives the invoice. The customer is not permitted to participate in the event if full payment has not been received by Konstantin Leshchenko.

In default of payment, Konstantin Leshchenko reserves the right to prohibit the access to the event, cancel the contract and/or release the contracted elements and/or exhibit space to other customers. All registered participants of the customer will receive their personal conference pass (access to the event) at the conference check-in at the venue. Is a prerequisite for the preservation of the conference pass (access to the event), that the conference booking fee has been paid up to the start of the conference to the organizer account. In case of late booking/registration by the customer, an evidence of actual payment of the registration/booking fee or alternatively a credit card as a security deposit has to be presented at the conference check-in at the venue.

### (2) Liability & Cancellation

#### a. Business Partner

The cancellation by the business partner (i.e. client) must be in written form. The business partner (i.e. client) shall have the right, to terminate the contract free of charge 5 days after the confirmation of the booking Konstantin Leshchenko. The business partner (i.e. client) has the right to terminate the contract in written form no later than six months (180 days) before the event start date. In this case, the business partner (i.e. client) will be charged by Konstantin Leshchenko 50 percent of the contracted fee. Any cancellation from the business partner (i.e. client) after the above deadline of six months (180 days), will be charged by Konstantin Leshchenko with 100 percent of the contracted fee. Should Konstantin Leshchenko cancel an event, the payments by the clients can be transferred to future events with a similar audience and topic within the next 12 months. If Konstantin Leshchenko can't present an event within this 12-month period, the business partner (i.e. client) receives a credit note by Konstantin Leshchenko.

#### b. Delegate

The cancellation by a delegate must be in writing. For cancellations / a cancellation up to sixteen weeks before the event date Konstantin Leshchenko charges 50% of the registration fee as a cancellation fee. After that date or a No-show will be charged with 100 % of the registration fee. The assignment of a substitute in a similar position is possible in agreement / consultation with Konstantin Leshchenko.

It may be necessary for reasons beyond the control of Konstantin Leshchenko to change the content or timing of the event or exchange individual speakers, this cannot be considered as failure to fulfill the obligations. Konstantin Leshchenko is not liable for damages due to technical malfunctions that may occur as a result of higher power fluctuations or power cuts. Konstantin Leshchenko is not liable for damages for property or personal health, which occurred at the venue and were caused by inadvertence of participants (e.g. falling of the equipment or a person from stairs, injuries from breaking the glass, etc.), provided this was not caused by the poor condition of the venue facilities. Konstantin Leshchenko bears no responsibility if it is necessary to exchange, cancel, modify or postpone a conference due to an unforeseen event. This includes: armed conflict, civil unrest, terrorist threats, natural

disasters, political constraints, significant influence on transport and so on.

### **(3) Privacy, Copyright & Transfer Ban**

The personal data of our customers is stored and processed according to §§ 23-25 BDSG. Customers that do not agree with this should contact Konstantin Leshchenko in writing immediately. By signing the registration, the customer agrees to the photo, video and audio recordings of Konstantin Leshchenko at the events for promotional purposes. The customer confirms that he has agreed that its customer data is stored in the database of the Konstantin Leshchenko. This data is used solely within the contractually agreed services with Konstantin Leshchenko.

Konstantin Leshchenko reserves all copyright and other intellectual property rights relating to the event name, event brochure, event program and the rest of the event documentation. The customer is not entitled to transfer this agreement or any part of it to any other subsidiaries, agents or customers of the customer. A transfer requires the written permission of Konstantin Leshchenko.

### **(4) Data Protection**

The analysis and use of data is for event-specific purposes only. By registering for the event, the customer gives consent to be sent information by fax, post, phone and/or email for the marketing purposes of Konstantin Leshchenko and its customers. This consent may be objected to in writing. Data is used for the purposes of billing, statistics, distribution, marketing and research of new topics only. Data is not used for any other purposes and there is no disclosure to unauthorized third parties. Konstantin Leshchenko collects, stores and processes information in order to better understand its customers and to continually improve its services. By using the services of Konstantin Leshchenko each user agrees to the collection and use of “personal data” as described in this Privacy Policy. Each user and customer can at any time, free of charge, without explanation or reason, wholly or partially:

- Object to the collection and use of their “personal data”
- Revoke consent for collection and use of their “personal data”
- Request information, on how their “personal data” has been collected or used by Konstantin Leshchenko
- Correct or amend “personal data” stored by Konstantin Leshchenko
- Request closure of records and deletion of “personal data” stored by Konstantin Leshchenko

All data collected by Konstantin Leshchenko is stored exclusively to support the transmission of product information and/or the submission of service offers. Konstantin Leshchenko ensures that your personal data is treated confidentially in accordance with data protection regulations. DATA PROTECTION and PRIVACY Personal data is gathered in accordance with §§ 23-25 BDSG. Your details may be passed to other companies who wish to communicate with you offers related to your business activities. If you do not wish to receive these offers, please inform us (director@smart-waves-conf.com). By signing the registration, the customer agrees to the photo, video and audio recordings of Konstantin Leshchenko at the events for promotional purposes.

### **(5) Default of Payment & Cancellation of the event**

If the customer fails to pay the amount in full within the time frame set above and in the contract, Konstantin Leshchenko reserves the right to cancel the customer’s participation and/or release the contracted exhibit space and is free to provide said space to other customers. In the unlikely case that Konstantin Leshchenko must cancel an event, all payments received will be credited to a future event within a year of the original event. Should the event be postponed, Konstantin Leshchenko will transfer the payment to the new date.

### **(6) Locale of performance and jurisdiction**

Jurisdiction for disputes arising from contracts or in relation to the particular event is in Berlin, and the customer

agrees to the jurisdiction of such courts. The contract is governed by the laws of the Federal Republic of Germany.

**(7) Final Provisions**

Side agreements outside the contract do not exist. Comments and additions shall be made in writing. Should one or more provisions of these terms or the contract be or become invalid, the remaining provisions shall nevertheless remain valid.