

# WHTC | f-cell+HFC 2021

## Terms & Conditions of Attendance & Participation

### 1. Scope

The following contract terms govern your participation as an attendee, ticket holder, visitor, sponsor or exhibitor (hereinafter also referred to as "you", "your" or the "delegate") in the WHTC | f-cell+HFC 2021 event (hereinafter referred to as the "event") organized by Peter Sauber Agentur Messen und Kongresse GmbH of Stuttgart, Germany (hereinafter referred to as the "organizer" or "producer").

### 2. Contents of Contract

The contents of the contractual services to be provided by the organizer ("contractual contents") include the entire organization of the Event by the organizer before and during the Event. These contractual services include, in particular, services involving continuous market observation, addressing and inviting key players and the contents of the Event program organized in plenary and parallel sessions. Furthermore, the services to be provided by the organizer include a broad communication spectrum (including advertisements, press relations, etc.) in digital and printed form, as well as the provision of a networking platform for all players. These services to be provided by the organizer before and during the Event, which are not exhaustively listed here, will be included in the ticket price.

### 3. Conclusion of Contract

By registering for the Event, you agree to these terms, which form a binding legal contract between the Event owner and organizer and the registered participant, sponsor or exhibitor ("you" or "Participant"). With our acceptance of your order, a contract between you and us as the organizer including our terms of contract as an integral part is concluded. If you are registering on behalf of another individual, it is your responsibility to ensure the person participating is aware of these terms, accepts them and agrees to be bound by them.

### 4. Event Fees and Payments

**4.1 Fees.** Prices for event participation/tickets are posted on the event website, are exclusive of applicable taxes and processing fees, and are subject to change without notice.

**4.2 Payment.** Payment of the applicable/registration fee for the Event is due upon registration. If such payment is insufficient or declined for any reason the organizer may refuse to allow you to access the Event and shall have no liability in that regard.

### 5. Participant Requirements

**5.1 Access.** Your registration entitles you to access to the Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and the Event shall have no liability for such costs.

**5.2 Use of Likeness.** By participating in the Event, you acknowledge and agree to grant the Event the right at the Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to the Event includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

#### Under the Auspices of



**International Association  
of Hydrogen Energy**  
303 - 5794 SW 40 St, Miami, FL 33155, USA

John Sheffield, President  
info@iahe.org

#### Host



**Canadian Hydrogen and Fuel Cell Association**  
660 - 475 W Georgia St.  
Vancouver, BC V6B4M9, CANADA

Mark Kirby, President & CEO  
mkirby@chfca.ca

#### Co-Host & Organizer



**Peter Sauber Agentur  
Messen und Kongresse GmbH**  
Wankelstrasse 1, 70563 Stuttgart, GERMANY

Nathalie Esenwein, Project Lead  
nathalie.esenwein@messe-sauber.de

**5.3 Event Content** You acknowledge and agree that Event, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Event content shall be recorded by the organizer and will be accessible to paid Participants.

## 6. Prohibited Conduct

If the organizer determines that you have violated the following policies, the organizer may cancel your access, retain any payments made by you, report you to law enforcement authorities, and/or ban you from future Events:

**6.1 Limitations on Use.** By registering for the Event, you agree not to sell, trade, transfer, or share your access links and/or codes, unless such transfer is granted by the Organizer.

**6.2 Disruptive Conduct.** You acknowledge and agree that the Event reserves the right to remove you from the Event if the organizer, in its sole discretion, determines that your participation or behavior create a disruption or hinder the Event or the enjoyment of the Event content by other attendees.

**6.3 Recording, Live Streaming, and Videotaping.** Participants may not record or broadcast audio or video of the Event.

**6.4 Unethical/Non-Compliant Business Practices.** The organizer reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

## 7. Cancellation of Event Tickets – IMPORTANT TERMS

The organizer reserves the right to make change to the event program and structure. You are not permitted to cancel your order on the basis that program or structure have changed. Any request to cancel an order must be made in writing to the Organizer with evidence of receipt. The effective date of any cancellation shall be the date the Organizer receives the written notice specified above. Fees for cancellations and options for ticket name changes are as follows:

**7.1 Cancellation within 42 days of the event start date.** If you cancel up to forty-two (42) days before the event, the organizer will charge a fee equal to 100% of the price of the ordered ticket.

**7.2 Cancellation more than 42 days from the event start date.** If you cancel more than forty-two (42) days before the event, the organizer will charge a fee equal to 25% of the price of the ordered ticket. If the ticket has already been paid for, the difference will be refunded within 30 days of the end of the Event.

**7.3 Transfer of a ticket to another name.** It is possible to change the name on a ticket. This can be done in writing to the Organizer. It is your responsibility to ensure the new participant is aware of these terms, accepts them and agrees to be bound by them.

## 8. Cancellation of Sponsorship or Exhibition – IMPORTANT TERMS

The organizer reserves the right to make change to the event program and structure. You are not permitted to cancel your order on the basis that program or structure have changed. Any request to cancel an order must be made in writing to the Organizer with evidence of receipt. The effective date of any cancellation shall be the date the Organizer receives the written notice specified above.

The Sponsor/Exhibitor understands the cancellation fees noted below have been incorporated into this contract as a valid pre-estimate of damages Event will sustain which will not be capable of precise determination and is considered to be liquidated and agreed-upon damages suffered as a result of Sponsor's cancellation and is not a penalty. Subsequent reassignment of canceled Sponsorship shall not affect this cancellation assessment.

Fees for cancellations are as follows:

**8.1 Cancellation within 90 days of the event start date.** If you cancel up to ninety (90) days before the event, the organizer will charge a fee equal to 100% of the total cost of Sponsor's/Exhibitor's participation.

**8.2 Cancellation more than 90 days from the event start date.** If you cancel more than ninety (90) days before the event, the organizer will charge a fee equal to 50% of the total cost of Sponsor's/Exhibitor's participation. If the order has already been paid, the difference will be refunded within 30 days of the end of the Event.

## 9. Unforeseeable Events and Refunds

We may cancel or postpone the Event if we determine there will be insufficient attendees on the scheduled dates.

If an event outside of our reasonable control occurs (such as natural disasters, strikes, epidemics, pandemics, energy supply or operational disruptions, energy shortages, official orders, legal prohibitions, industrial action or other cases of force majeure, which make it impossible to carry out the event) which renders the Event impracticable to hold on the scheduled dates, we may do one or more of the following:

- postpone the Event to any date, in which case your ticket price will not be refunded to you except where you provide satisfactory evidence that the new dates conflict with another event or other of your obligations that would prevent you from attending the Event;
- shorten the Event, in which case your ticket price will not be refunded to you;
- cancel the Event after it has started, in which case your ticket price will not be refunded to you;
- cancel the Event up to 2 months before the scheduled start date, in which case 10% of your ticket price will be charged; 2 months before the scheduled start date 25% of your ticket price will be charged. In case the ticket has been paid already, we will refund the difference.

## 10. Listings and Promotional Materials (Sponsors and Exhibitors)

By participating in the Event, the Sponsor/Exhibitor grants to Producer a fully-paid, limited non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the Sponsoring companies at the Event and to use such names in Event promotional materials. Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor's items and personnel appearing during the Event may be included in Event photographs and used for Event promotional purpose.

## 11. Personal Data

Your submission of personal information through the store is governed by our privacy policy, available at <https://hyfcell.com/privacy-policy>. The booking and registration processes are handled by external service providers of the Organizer, whom are contractually obliged to follow Article 28 of the EU "GDPR" General Data Protection Regulation. You consent to the Organizer recording, storing, changing, and transmitting the personal data you provide, solely for the purpose of fulfilling these terms and the intended use of the registration/participation/tickets (especially for processing, invoicing, and issuing receipts in respect of your order and payment for Event participation), and the Organizer shall do so according to the latest data protection regulations in GDPR (Art. 6 (1) lit. c). You consent to your personal data being transferred to an external service provider and other third parties if this is necessary to fulfil the purpose of these terms and the intended use of your registration/participation/tickets.

Revocation of use of the data for these purposes may be sent at any time Organizer's address below or by e-mail to [widerspruch@messe-sauber.de](mailto:widerspruch@messe-sauber.de) without cost to you, except the cost to send it by post.

## 12. Place of Performance, Jurisdiction and Applicable Law

The place of performance is the place where the Organizer has its registered office or where the event takes place.

If the participant is a merchant, a legal entity under public law or a special fund under public law or if the participant has no general place of jurisdiction in Germany or, after the conclusion of the contract, has relocated its registered office abroad, the sole place of jurisdiction for disputes before ordinary courts is the registered office of the Organizer. The Organizer is also entitled to assert his own claims at the court of jurisdiction responsible for the participants' headquarters.

These General Terms and Conditions and contracts concluded on the basis thereof shall be governed by the law of the Federal Republic of Germany, excluding the UN Event on Contracts for the International Sale of Goods.

### **13. Text Form, Supplements and Other Provisions**

The house rules of the event location and all other provisions which the participant receives before the start of the event are an integral part of this contract. The implementation regulations of the physical and virtual venues are also binding for the participants. All agreements, individual approvals and special regulations require the written approval of the Organizer. Possible invalidity of one of the above contractual clauses shall not affect the validity of the remaining contractual clauses. Reprinting, even in part, is not permitted.

No supplements have been agreed orally. Amendments or supplements to the General Terms and Conditions and the contracts concluded between the Organizer and the participant must at least be in text form in order to be effective. This also applies to this text form clause. Changes that do not at least maintain the text form are invalid. The validity of individual agreements, in whatever form, remains unaffected by this text form clause.

Should individual provisions of these Terms and Conditions be or become invalid in whole or in part, or should there be a gap in these Terms and Conditions, the validity of the remaining provisions shall not be affected.

### **14. Event Policy**

It is the delegate's responsibility to make sure their system complies with the requirements recommended by the Organizer and test their computers prior to the start of the Event.

If a technical failure is the fault of the delegate, the delegate still has access to the recordings of the sessions after the conclusion of the event (refunds will not be provided). If a technical failure is the fault of the service provider and the event is not able to be broadcasted as planned, the Organizer reserves the right to reschedule. If the delegate cannot participate in the rescheduled event live, they will be provided with a link to the recordings after conclusion, or they may request a prorated refund. The Organizer will only use the delegate's personal information provided during the registration process to host, manage, and analyze attendee traffic and engagement during this Event.

During registration or creation of an event profile, the delegate may have chosen to withhold permission to share their data with third parties (e.g. sponsors and exhibitors), however when participating in a session or chat, the attendee's profile picture and name will be shared with the audience to allow them to engage. If the attendee chooses to exchange a virtual business card (or similar) with another attendee, the attendee agrees to share their data. This also applies when the attendee is meeting with a sponsor or exhibitor.

Only information that the delegate has chosen to share on the platform will be made available to other delegates and exhibitors who reach out to set up a meeting or message the delegate directly. The delegate can change their privacy settings anytime by accessing their profile.

Please note that all sessions may be recorded for educational purposes and will capture the presentations content alongside any live questions as well as any written questions and comments.

Only registered and paid delegates will receive a personalized access code to access the virtual platform. This will arrive by email approximately one week prior to the start of the Event. Your personal access code will only authorize one device and one web browser to enter the platform. If you try to share your access code or attempt to enter it on multiple devices and browsers, it will authorize only the most recent device where it was entered and the other device(s) will be disconnected.

### **14. Notices**

Any notices you wish to send to us must be sent to:

**Peter Sauber Agentur Messen und Kongresse GmbH**

Wankelstraße 1, 70563 Stuttgart, Germany

Phone: +49 711 656960-5702

Fax: +49 711 656960-905702

E-Mail: [hyfcell@messe-sauber.de](mailto:hyfcell@messe-sauber.de)

### **Data protection**

Our data protection information can be found at <https://hyfcell.com/privacy-policy>.