

Conditions of Participation: Digital Guided Tours

Natural and legal persons who contact bvitg Service GmbH and access the DMEA website in order to participate in the Call for Papers for Digital Guided Tours agree to the following Terms and Conditions of Participation and Terms and Conditions for the Sale of Services of bvitg Service GmbH (hereinafter abbreviated as BSG) within the scope of the DMEA program as well as related services, as amended from time to time.

1) Subject

The Digital Guided Tours enable interested trade visitors to find out about products, projects, services, etc. on selected topics.

All Digital Guided Tours of DMEA 2021 will take place as virtual, pre-recorded tours. BSG is the sole organizer.

Digital Guided Tours will be offered on a total of 14 topics, with a maximum of five stations per Tour presenting the products, projects or services of the nominated applications. A maximum of 5 minutes is allotted for each station.

2) Dates and deadlines

The deadline for applications is **February 28, 2021, 23:59 (CET)**.

Users will submit detailed applications online and exclusively via the Submission Portal for further selection and evaluation by the expert jury and. In this process, users ensure to submit a completely anonymized product, project or service description on one of the topics. Only fully anonymized applications will be considered for the selection process.

After the application deadline, a jury of experts will evaluate all submissions and consequently nominate the five best submissions per topic. The independent and final decisions of the jury of experts cannot be appealed. Legal recourse is excluded.

All participating submitters/speakers will be informed of the results of the selection process in mid-March 2021.

Recordings of the Digital Guided Tours are expected to take place in April 2021 per the entire Tour, i.e. all five nominated speakers will present one after the other in one continuous recording.

Nominated submitters/speakers must provide the organizer with their final presentation for the 5-minute slot within the Digital Guided Tour up to 5 business days prior to the assigned recording date.

Further information regarding organizational, legal and technical details in relation to the recordings which shall be produced will be sent separately to the presenting speakers in particular in the second stage in mid-March.

All Digital Guided Tours will be made available to interested viewers as exclusive on-demand content from the end of May 2021, i.e. in the run-up to, but equally during and after DMEA 2021 (June 08-10, 2021).

3) Contract

Contractual relations are established exclusively between the purchaser and the BSG. The course and content of the events are the responsibility of the host of the DMEA, the BSG.

There will be an explicit booking confirmation by e-mail, by which the BSG accepts the contractual offer of the customer, under the resolutive condition that an incoming payment for the ordered number of services is made and received in full.

No liability is assumed for the correctness of the event data contained in the online presence of DMEA.

4) Performance and services

The submitter/speaker will prepare a presentation for the Digital Guided Tours on a topic specified by the DMEA host. No payment will be made for the presentation.

If a speaker is prevented from giving a presentation on the day of the event or cannot or does not wish to give the presentation for other reasons, BSG must be informed immediately. Furthermore, the speaker is required to make every effort to find an appropriate substitute speaker in this case. The BSG reserves the right to cancel the presentation if no adequate replacement can be found.

The BSG reserves the right - even at short notice before the start of the event - to change the schedule of the event compared to the information on the website, to replace/discontinue individual topics and contributions to an event, to replace a speaker for good cause, or to change the location within the venue, provided that the changes are reasonable for the submitter/speaker, the overall circumstances make these changes necessary, and the overall character of the event remains intact.

If it is not possible to hold the event within the planned framework due to epidemics, in particular due to the corona virus, the host reserves the right to postpone the event.

BSG may commission an external agency to handle the tours or entrust the production and recording to Messe Berlin GmbH.

5) Purchase of services

In principle, all services, in this case the application for the Call-for-Papers - Digital Guided Tours, are to be paid for by invoice.

The purchasers of services accept the security, access and other implementation regulations of the organizer with the purchase. The services can only be purchased from the official website. Furthermore, the buyers of program services acknowledge that in the event of non-compliance with such regulations, exclusion from the event without compensation is possible. Possible further regulations are mentioned on the DMEA website and in the official confirmation email.

6) Terms of payment

Participation in the Call for Papers - Digital Tours is subject to a processing fee per application, regardless of the outcome of the selection process. The amount of the processing fee is staggered as follows:

- Non-exhibitors: **250 €** per application
- Exhibitors of DMEA 2021: **150 €** per application

Exhibiting members of the Bundesverband Gesundheits-IT - bvitg e. V. participate in this Call for Papers free of charge.

The processing fee is charged per application. Payment shall be made by bank transfer only. Payment by sending cash or checks is not possible.

Invoices are payable without deduction within 14 days of the invoice date. Invoices will be issued by BSG in writing by e-mail. The receipt of payment will not be confirmed.

The processing fee charged for each submission is non-refundable if bvitg Service GmbH is not at fault. The changes mentioned under point 4 do not justify any right to reimbursement, partial reimbursement or replacement of other expenses.

All prices quoted are exclusive of value-added tax at the applicable statutory rate, which is calculated in addition.

7) Image rights and copyrights

The submitters/speakers assure to comply with the legal regulations (e.g. competition law) and not to violate any rights of third parties (e.g. copyrights, trademark rights, personal rights) within the scope of participation in the Call for Papers and the use of the portal provided.

The organizer assumes that copyright protection with regard to the photographs, images, illustrations, tables, films, music, etc. used in the presentation has been checked

and complied with by the submitters/speakers and that they have produced any illustrations themselves and at their own expense and are thus the sole owners of the copyrights and rights of use concerned in the submissions. If rights of persons depicted, for example, have to be taken into account, the submitters/speakers shall obtain valid declarations of consent from the persons concerned in advance. This applies to all persons who can be seen in pictures or videos, even if, for example, a person can only be seen in the background of the picture or video. Declarations of consent must be submitted to the BSG upon request. In the event of missing or insufficient declarations of consent from the persons depicted at the closing date for entries, further consideration of the images or videos shall be excluded without the need to notify the submitters/speakers. Recognizable images of copyrighted works, brands or labels of third parties in the presentations are not permitted and constitute a reason for non-consideration.

If a photo or CV of the speaker is provided to BSG as part of the application, the right to use it in event-related print and digital products is also granted upon submission of the application. Should the submitters/speakers not agree to the publication of their person in individual cases, we request that they notify the persons responsible for the events immediately.

In addition, the submitters/speakers transfer to BSG the right to publish the final presentation in the form of a digital media file, which will be made available via the digital public archive on the DMEA website. Restrictions regarding the release of the presentation must be agreed in writing with the organizer.

Should third parties assert claims for infringement of their rights, the submitters/speakers shall indemnify the organizers against all claims upon first request, including the reasonable costs of legal defense.

The BSG reserves the right to record applications, events and presentations in whole or in part in image and sound for the purposes of organization and documentation, to archive them and to use them in the following manner:

- Public provision on the DMEA homepage and in the download area there.
- Use of the images for public communication measures of Messe Berlin GmbH, bvitg Service GmbH or the Bundesverband Gesundheits-IT - bvitg e.V. in connection with the DMEA (e.g. website, social media, print media).

By participating in this DMEA event, the submitter/speaker consents to the free publication in the aforementioned manner, to the forwarding to press representatives for editorial reporting and dissemination and/or time-unrestricted storage and accessibility of the recorded image, sound and film material as part of the organizer's public relations work. Their personal rights shall be preserved in all cases.

8) Knowledge of the use of electronic means of communication

Users of the DMEA website (operated by Messe Berlin GmbH) confirm that they are familiar with the electronic means of communication and that they are aware of the security risks associated with electronic traffic. Users commit to make only lawful use of the means of communication.

9) Limitations of liability

Information disseminated on the website of bvitg Service GmbH is solely for the private use and information purposes of potential users of the event. Users are aware that the information may be changed at any time and without prior notice.

Submitters/speakers themselves are responsible for their own insurance coverage against accidents, illness, etc. BSG and its vicarious agents shall only be liable for such damages that are demonstrably based on an intentional or grossly negligent breach of duty within the scope of the contractual relationship and which are still typical damages within the scope of the foreseeable.

Regarding lecture documents and presentations, BSG shall be indemnified against all claims of third parties based on the infringement of copyrights.

In particular, the following limitation of liability provisions apply:

All events are carefully prepared and carried out according to the current state of knowledge. BSG does not guarantee the accuracy, completeness or quality of the submissions and the information provided in the presentations, unless BSG can be proven to have acted intentionally or with gross negligence. BSG does not guarantee the accuracy of the information available on the website, notably the correctness, completeness and reliability of the relevant information.

BSG shall not be liable for any damage caused by transmission errors, technical defects, operational failures or unlawful interference with IT systems, regardless of the location and nature of the interference. Furthermore, BSG shall not be liable for damages resulting from malfunctions, interruptions (including system-related maintenance work) or overloading of EDP systems. BSG shall not be liable for direct damages or indirect damages (consequential damages) arising in connection with the retrieval of services or queries from BSG, except in the case of gross negligence or intentional infliction of damage on the part of BSG.

The exclusion of liability also applies to damages resulting from links to other websites. More particular, BSG points out that clicking on links may cause you to leave the website of BSG or the Messe Berlin GmbH website, and that BSG or Messe Berlin GmbH have neither checked the linked websites nor accepts any responsibility for their content, products, services or other offers.

10) Termination of the Call for Papers ahead of time

If there is an important reason, BSG reserves the right to interrupt or terminate the Call for Papers without prior notice. An important reason is, for example, if the proper execution of the competition can no longer be guaranteed for technical or legal reasons. There are no claims of the participants against BSG in case of interruption or premature termination of the competition.

In the event of closure/disruption of the venue or for reasons of force majeure, the BSG is entitled to cancel or postpone an event. In this case, the submitters/speakers will be informed by BSG as soon as possible. Claims for reimbursement of expenses are excluded in case of timely event cancellation.

11) Legal implications in the event of a breach of the conditions of participation

Individuals or their entries may be excluded from participation, in particular if there is a violation of the conditions of participation or attempted manipulation. In this case, BSG reserves the right to take legal action, in particular if third parties file claims with BSG due to infringement. Participants have no claims against BSG in the event of exclusion.

12) Final provisions

Should individual components of these Conditions of Participation be wholly or partially invalid or should the contract contain a loophole, the validity of the remaining Conditions of Participation or parts of these Conditions of Participation shall remain unaffected. The invalid or missing provision shall be replaced by an appropriate provision that comes closest to the purpose of the invalid provision.

13) Law and place of jurisdiction

As far as legally permissible, Berlin, Germany, is agreed upon as place of performance and place of jurisdiction. Verbal agreements shall only apply if confirmed in writing by BSG.

14) Information on data protection (Art. 13 DSGVO)

To participate in the Call for Papers, it is necessary to provide personal data. The personal data of the submitters/speakers entered with the submissions will be processed, insofar as this is necessary for the implementation of the event, for the purpose of contacting and for personally tailored advertising by bvitg Service GmbH, Friedrichstr. 200, 10117 Berlin, as the responsible party.

Personal data of the submitters/speakers may also be transmitted to the members of the expert jury if this is necessary for the implementation of the competition. No further personal data will be transmitted to third parties without the express consent of the submitters/speakers. The submitters/speakers hereby explicitly declare their consent.

In the event of a nomination by the expert jury, the submitters/speakers agree to the publication of their data (first name, surname, title, institution) and the presentations as well as, if applicable, a personal photo in the media used by BSG, bvitg e. V. and Messe Berlin GmbH as well as in the press and public relations work of DMEA. This includes the announcement of the nominated submitters/speakers on the websites of DMEA, Messe Berlin GmbH and bvitg Service GmbH as well as their social media platforms.

Participation in the Call for Papers can be terminated at any time. In this case, the personal data of the submitters/speakers will not be further processed. In this case, the submitted contributions will be destroyed by BSG.

The BSG has taken the technical and organizational measures to ensure that the regulations on data protection are observed. However, BSG accepts no liability for any incident of misuse, which can never be ruled out. For further information on data processing and your rights (Art. 13 DSGVO), please refer to the privacy policy. Questions regarding data protection will be answered by bvitg Service GmbH (dmea@bvitg.de).

15) Acknowledgement of the conditions of participation

With the electronic declaration of participation, the submitters/speakers agree to the conditions of participation for the Call for Paper - Digital Guided Tours for DMEA set out here.

Subject to changes.

bvitg Service GmbH | Friedrichstr. 200 | 10117 Berlin
Berlin, January 2021.