

General terms and conditions and privacy policy for purchasing tickets for DIGITAL X 2023

General terms and conditions

1. Conclusion of contract

1. The offer to purchase tickets for DIGITAL X 2023 from our online shop is not a legally binding offer, but is non-binding. When the customer places an order, they make us an offer to conclude a corresponding contract. The customer is bound by their offer for a period of two working days at our registered office. Within this time frame, we can declare acceptance of the offer, which usually takes place by successfully completing the payment process, executing the order or confirming the conclusion of the contract in text form. An email sent by us automatically confirming receipt of the order does not constitute acceptance of the customer's offer to conclude a contract.

2. If you are a consumer within the meaning of Section 13 of the German Civil Code (BGB), you must be 18 years of age when placing your order. If, after conclusion of the contract, we find out that you are under the age of 18, we are entitled to withdraw from the contract.

2. Contract language, storage of contract text and correction of entered data

1. Our offer is available in German for the conclusion of the contract.

2. Data entered as part of an order process can be corrected on the respective website at any time before accessing the next page. Furthermore, you may amend the data you have provided by going back to previous web pages (e.g. using your browser) and using the editing functions offered by us before submitting your order.

3. The full text of the contract is not stored by us and can no longer be retrieved by you once the order process has been completed. However, you have the option of printing or saving the corresponding web pages of our shop with your browser before submitting your order. Upon receipt of your order, we will send you a summary of your order, the information required by law for distance selling contracts and our General Terms and Conditions by email.

3. No return or transferability, delivery and dispatch, invoice

1. Tickets can only be returned if you are legally entitled to do so or if we do not go ahead with DIGITAL X 2023. The tickets are personalised and cannot be transferred to third parties.

3. The invoice is sent by email.

4. Cancellation of DIGITAL X 2023

We are entitled to cancel the event, especially for good cause.

5. Other offers for DIGITAL X 2023

For other offers made by Deutsche Telekom AG in connection with DIGITAL X 2023 (e.g. DIGITAL X Community), the General Terms and Conditions of Deutsche Telekom AG apply, available at <https://www.digital-x.eu/de/agbs>.

6. Non-existence of a right of withdrawal

Pursuant to Section 312 g (2) Clause 1 No. 9 of the German Civil Code (BGB), there is no statutory right of withdrawal for the purchase of tickets.

7. Warranty

1. You are entitled to the statutory claims if you are a consumer within the meaning of Section 13 of the German Civil Code (BGB).
2. If you are an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), we are responsible for choosing supplementary performance in compliance with the statutory limits. The limitation period for warranty claims is one year. This period does not apply to liability for damages due to defects; in this respect, the provisions on liability apply. For claims for damages based on re-fused supplementary performance, the statutory limitation periods shall only apply if supplementary performance has been requested within the one-year period for claims for defects.

8. Liability

1. Liability in cases of culpability and gross negligence shall be unlimited.
2. In instances of simple negligence causing a breach of material Agreement obligations, the amount of liability shall be limited to foreseeable losses that are typical for the nature of the Agreement. Material Agreement obligations shall be those whose fulfilment enables due performance of this Agreement in the first place and whose fulfilment the aggrieved Party normally may rely on. The limitation period for claims based on this subsection shall be one year.
3. Paragraph 2 does not apply to claims arising from injury to life, limb or health, instances of dishonest conduct, in case of assumption of a guarantee, in case of liability for initial inability or at-fault impossibility of performance, or to claims under the Product Liability Act.
4. Liability shall be excluded in other cases, no matter what legal grounds.

9. Creating your own photographs, audio and video recordings

You are not permitted to create your own photographs, audio or video recordings at the events to which you have access using the purchased ticket.

10. Photographs, film and audio recordings at this event

1. Please note: Photographs, films and audio recordings (recordings) are made during the event. The recordings may be used by Telekom Deutschland GmbH ('TDG') as well as by the companies affiliated with it and Deutsche Telekom AG pursuant to Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to collectively as the 'DTAG Group') for the purpose of corporate communication, information and public relations work and the promotion of future events, without any restriction on location and time, in all media, such as at trade fairs/exhibitions/POS, in print and offline media on the Intranet/Internet (also live where applicable), on television and radio (also live where applicable) or on social media (also via employees' personal social media channels) and apps. For this purpose, the recordings may be reproduced by the DTAG Group, processed in accordance with your personal rights and permanently stored. The DTAG Group is entitled to sublicense the recordings to the press, media and event partners as well as to customers of the DTAG Group for appropriate use.
2. The recordings are processed on the basis of our legitimate interest (Article 6 (1) (f) GDPR). With regard to data protection issues, you have the right, for exceptional reasons arising from your particular situation, to object to the production of the recordings and their use by TDG by sending an email to digitalX@telekom.de.

11. Out-of-court dispute resolution

1. The European Commission has provided a platform for out-of-court dispute resolution at <http://ec.europa.eu/consumers/odr/>.
2. We are neither obliged nor prepared to participate in a dispute resolution procedure in front of a consumer arbitration board.

12. Applicable law and place of jurisdiction

1. The contract is subject solely to the laws of the Federal Republic of Germany. Essential statutory provisions applicable at the place of residence of the customer, who is a consumer, remain unaffected.
2. The sole place of jurisdiction for all disputes in connection with this contract is our registered office. This does not apply to consumers.

13. Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the remaining provisions shall remain unaffected unless the omission of individual clauses would place a contracting party at such an unreasonable disadvantage that it can no longer be reasonably expected to adhere to the contract.

Privacy policy

1. Data controller

The data controller within the meaning of data protection law

Uniplan GmbH & Co. KG

Schanzenstraße 39 a/b

51063 Cologne, Germany

T +49-221-845-690

hello@uniplan.com

Contact details of the data protection officer

HEC Consulting GmbH

Auf der Höhe 34

50321 Brühl, Germany

dataprotection@uniplan.com

2. Orders

When ordering a service offered by us, we process the data you provide for the conclusion and execution of the corresponding contract. The legal basis for processing is Article 6 (1) (b) GDPR. Due to legal requirements, when placing an order via our website, we are obliged to send an order confirmation by email to the email address you have provided. Further-more, upon conclusion of a contract, we are subject to legal record-keeping and storage obligations. The legal basis for the corresponding processing is Article 6 (1) (c) GDPR.

Data will be deleted if there is a legal obligation and the obligation to store data no longer applies, unless we are entitled to further processing (e.g. in a legal dispute). Otherwise, we will delete the data when it is no longer required to provide evidence of the existence or non-existence of a claim.

3. Payment service provider

The respective provider is responsible for all payment options offered by us under data protection law. If data is transferred to the respective payment service provider for the performance of a contract with you (name, address, purchase price to be paid), this is done on the basis of Art. 6 (1) (b) GDPR, so that the respective service provider has the data it needs to carry out the payment transaction and to select the payment methods available. If the payment service provider transfers data concerning you to us, we will also use this data for the execution of the corresponding contractual relationship with you. The legal basis is therefore also Article 6 (1) (b) GDPR.

4. Your rights

In particular, you have the right to access your personal data (Art. 15 GDPR), to rectification (Art. 16 GDPR), to erasure (Art. 17 GDPR), to re-striction of processing (Art. 18 GDPR) and to data portability (Art. 20 GDPR). You also have the right to lodge a complaint with a supervisory authority (Article 77 GDPR). Please refer to the statutory regulations for details.