

Terms and Conditions of Use

for the 69th International Congress of Hearing Aid Acousticians
online shop operated by Europäische Union der Hörakustiker e.V.

General

(1) These Terms and Conditions apply to the electronic ordering of admission tickets of all types for the 69th International Congress of Hearing Aid Acousticians (hereinafter collectively referred to as "tickets") in the online shop operated by Europäische Union der Hörakustiker e.V., Aegidiistraße 42, 48143 Münster, Germany (hereinafter referred to as "organiser"), on the website of the event to which the tickets relate, <https://www.euha.org/en/>.

(2) Solely the organiser is responsible for bringing about, and performing, the contract for the sale of tickets, including, in particular, delivering the tickets, which serve for registration purposes, to customers using the print@home method.

(3) The organiser reserves the right to amend these Terms and Conditions at any time. Any such amendments will take effect as soon as they are published on this website. The organizer further reserves the right, at its absolute discretion, to take down or change the whole website or any part thereof.

Use of this website

(1) The customer shall use this website exclusively for the purpose of acquiring tickets, and of registering (personalisation). The customer shall not make deep links to pages on this website – for any purpose whatsoever – without the express written permission of the organiser.

(2) The customer shall not use robot or spider software, nor attempt by any other means, automated or manual, to monitor or copy this website or its content. The customer shall not impair the proper functioning of this website by any means whatsoever, including, in particular, by intentionally overloading the organiser's system infrastructure.

(3) The organiser will investigate any illegal and/or unauthorised use of this website, including, in particular, any unauthorised ticket sales, any unauthorised framing or linking of this website, and any unauthorised use of any robot, spider or other software, and will take all appropriate legal action, based both on civil and/or criminal law.

Contracting parties

The contractual relationship created by the purchase of tickets exists exclusively between the customer and the organiser.

Conclusion of contract

(1) To submit an offer for a contract for the sale and purchase of tickets, the customer must enter its offer in the online order form, stating, in particular, the number of tickets required, the customer's correct e-mail address and/or the correct shipping address and all information necessary for personalising the ticket(s) and processing payment, and send the completed form by clicking on the relevant button "Buy ticket(s) and complete registration".

(2) Once the customer has submitted its order, the organiser will send an e-mail confirming the purchase of tickets, and the appropriate number of print@home tickets in PDF format for the customer to print out, as well as the invoice.

(3) The contract on the sale and purchase of ticket(s) and the number of tickets ordered is concluded between the customer and the organiser once the e-mail (including the PDF file and the invoice) confirming the purchase is sent to the customer.

Customer's rights of return and withdrawal

(1) Each order for tickets becomes legally binding as soon as it is confirmed by the organiser, with the result that the customer is then legally required to accept, and pay for, the tickets ordered. After the printable ticket has been transmitted, tickets purchased online cannot be refunded or returned.

(2) The sole exception to the above is when the event to which the tickets relate is

(a) cancelled, or

(b) held in a different place or at a different time.

In these cases, the original customer has the right to a refund of the ticket price actually paid. In such cases, the ticket(s) need not to be returned; they will be automatically invalidated. The customer is required to contact the organiser concerning the refund, no later than four weeks after the date the organiser has announced cancellation of, or rescheduled, the event. The organizer will notify customers by e-mail as soon as information on any cancellation or rescheduling of the event is available.

(3) Loss of tickets shall not entitle the customer to a refund of the ticket price. The organiser will inform the customers immediately by e-mail as soon as he has knowledge of the cancellation or postponement of the event.

(4) The right of revocation for consumers expires for the print@home procedure according to Article 356 Para 5 of the German Civil Code even before expiry of the revocation period if the digital contents of the contractual service – the printable ticket – have been transmitted.

Instructions for Revocation

Revocation Right for Consumers

If the customer is a consumer as defined by Article 13 of the German Civil Code, he/she has the right to revoke his/her declaration of intent to conclude the contract within 14 days without stating any reasons using the revocation form, or by express declaration (e.g. letter, e-mail, fax) directed to Europäische Union der Hörakustiker e.V. (EUHA), Aegidiistraße 42, 48143 Münster, Germany.

To meet the deadline, it is sufficient to send the revocation form in time, or submit the revocation declaration in time. The period of revocation shall begin upon conclusion of the contract, but not before the EUHA has notified the consumer of this fact in line with legal requirements (Article 312 j Para 2 of the German Civil Code in conjunction with Section 246a Article 1 Para 1 Clause 1 No. 1, 4, 5, 11 and 12 of the Introductory Act to the German Civil Code).

To exercise your right of revocation, you are required to inform us at:

Europäische Union der Hörakustiker e.V .
Aegidiistraße. 42
48143 Münster
Germany

Phone: +49 (0) 6131 / 93 39 20 – 0

Fax: +49 (0) 6131 / 93 39 20 – 30

E-mail: info@euha.org

Consequences of revocation

If the right of withdrawal is effectively exercised, the relevant tickets will be blocked so that access to the event specified will not be possible. In the event of effective cancellation, the Europäische Union der Hörakustiker e.V. will refund the ticket price already paid by the consumer immediately, i.e. no later than after 14 days.

When refunding the ticket price already paid, the Europäische Union der Hörakustiker e.V. is free to choose the means of repayment. There will be no fee at the expense of the consumer.

Prices

All ticket prices mentioned in the shop include V AT at the rate required by law.

Terms of payment

(1) The total price, including V AT, is due and payable as soon as the contract is concluded. Payment can be made only using a credit card (VISA/VISA Electron-Card, Euro MasterCard, Maestro, Diners Club/Discover, AMEX, V PAY) and PayPal. Payment must be effected in euros. All tickets will remain the property of the organiser until payment has been made in full. If a credit card payment is reversed (charged back), the tickets will automatically be invalidated.

(2) The issuer of the invoice is Europäische Union der Hörakustiker e.V., Aegidiistraße 42, 48143 Münster Germany, V AT identification no. DE 149 06 34 66. Payment shall be made to any of the accounts of Europäische Union der Hörakustiker e.V. given on the invoice.

(3) The invoice will be sent to the customer electronically as a PDF file together with the confirmation e-mail. Questions regarding payment/billing should be directed to the organiser at info@euha.org.

Compulsory registration of tickets

(1) Tickets must be registered, i.e. personalised for a particular natural person, during the purchasing procedure.

(2) Compulsory ticket registration requires the customer, or the person performing the registration, to give their consent to the processing of their user information. The customer, or the person performing the registration, is therefore required to declare their consent. Without such consent, successful registration and receipt of (a) ticket(s) in PDF format to be printed out by the customer is not possible. Rules for printing the ticket are specified in Sec. 9 of these Terms and Conditions.

(3) After successful registration, the ticket is personalised and thus non-transferable. The customer may be asked to provide proof of identity (passport, identification card, driving licence) at the venue. (4) The ticket entitles the holder to gain one-time access to the event venue, and shall cease to be valid thereafter. After scanning the ticket, the customer will receive a badge admitting him/her to the events booked. Re-entry is not possible.

print@home

(1) As soon as the customer has agreed to the contract and successfully completed his/her registration, tickets (in PDF format) are electronically sent to the customer, at his/her own risk, together with the confirmation e-mail. On receipt of the ticket(s), the customer is obligated to immediately check them for correctness and completeness. In particular, the customer is obligated to check the name of the event, the event dates and times, and the quantity and price of the tickets, and shall lodge any complaints within three working days in writing sending an e-mail message to the organiser.

(2) The tickets ordered will be delivered directly to the customer at his/her home or place of work using the print@home method. This involves the customer printing out the tickets that are electronically sent to him/her. The customer shall print only one copy of each ticket, and shall do so only for the purposes of the ticket's proper, authorised use. The customer is not permitted to reproduce, duplicate, or modify the printed tickets in any way or form whatsoever. Unauthorised duplicates of print@home tickets are not valid for admission to the event. The same applies with respect to print@home tickets that have been resold without authorisation. Each ticket has a single-use barcode that is electronically invalidated by a barcode scanner when the ticket is presented for admission. It is therefore not possible for additional individuals to gain admission to the event using duplicates of the barcode.

(3) In the event that unauthorised duplicates of a print@home ticket are presented, the organizer reserves the right to deny admission to the holder(s) of such duplicates and/or to the holder of the original ticket.

(4) The organiser further reserves the right to demand payment by the customer of the full purchase price with respect to all unauthorised duplicates that have been made from the customer's original print@home ticket as a result of negligence on the part of the customer. The organiser shall accept no responsibility whatsoever for any inconvenience caused by the unauthorised duplication or misuse of the customer's print@home ticket(s).

(5) print@home tickets should be treated with the same care as cash or conventional tickets, and should be stored in a safe place in order to prevent unauthorised use. The organiser shall accept no responsibility whatsoever for any loss and/or misuse of tickets.

Liability; claims for damages

(1) The organiser will not accept unlimited liability unless any damages suffered by the customer are the result of intentional or gross negligence on the part of the organiser.

In the event of slightly negligent breaches of duty, the organizer shall only be liable in the event of a breach of one of its essential contractual duties (cardinal duty). Essential contractual obligations are those whose fulfillment is necessary to achieve the goal of the contract. In this case, the liability of the organizer is limited to the direct damage typical for the contract and foreseeable at the time of the conclusion of the contract. This also applies to breaches of duty by legal representatives and/or vicarious agents of the organizer.

(2) The organizer is not liable in particular for damages of the customer/or registered persons, as far as these are due to a Covid-19 infection of a customer or a suspicion of infection in the sense of the Infection Protection Act and the organizer is not at fault.

(3) The above disclaimer shall not apply to damages caused due to the negligent violation of life, limb or health.

(4) While the organiser endeavours at all times, subject to technical feasibility, to operate the website free of disruptions and faults, they can give no warranty regarding the undisrupted, fault-free operation of the website. The organiser likewise gives no warranty that the website is free from viruses or other factors that might cause faults or outages. Consequently, the organizer shall accept no liability whatsoever for disruptions, faults, viruses, or other factors that may impair the operation of the website.

(5) In cases of force majeure, the contracting party affected thereby shall be released from the obligation to hold the event (organizer) and to participate in the event (customers) for the duration and to the extent of the effect.

Force majeure is any event beyond the control of the respective contracting party that prevents it in whole or in part from fulfilling its obligations, including epidemics, fire damage, floods, strikes and lawful lockouts as well as operational disruptions or official decrees for which it is not responsible.

The affected contracting party shall immediately notify the other contracting party of the occurrence and cessation of the force majeure and shall use its best efforts to remedy the force majeure and to limit its effects as far as possible.

If the realization of the 69th International Congress of Hearing Aid Acousticians is impossible due to an official prohibition order or an official general order, the organizer shall in particular not owe the customer any compensation for damages or the reimbursement of futile expenses (e.g. hotel rooms, transport costs).

Prohibition of commercial use

The acquisition of tickets for the purposes of resale is prohibited

Legal venue and applicable law

(1) These Terms and Conditions and any contract concluded between the organiser and the customer are exclusively governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (UN CISG) is hereby expressly excluded.

(2) The sole legal venue for all disputes arising from, or in relation to, these Terms and Conditions or any contract concluded between the organiser and the customer (merchant) is Mainz, Germany.

Final provisions

(1) Should any provision of these Terms and Conditions be or become invalid or unenforceable, then that provision shall be severed and the remaining provisions of these Terms and Conditions shall continue to be valid and enforceable.

(2) Insofar as any provision should prove invalid or unenforceable, the contractual provisions shall be based on legal requirements.

(3) The contract shall become void if, even after effecting amendments according to Para. 2, adhering to its provisions would mean undue hardship for one of the parties to this contract.