

2021 JCI EUROPEAN CONFERENCE

PARTNERSHIPS FOR OUR FUTURE

General Terms and Conditions of ECC Rostock UG (haftungsbeschränkt) (hereinafter referred to as “ECC Rostock”) for the registration of participants (hereinafter referred to as “Participants”) for the JCI European Conference from June 8, 2021 to June 12, 2021 (hereinafter referred to as “EC 2021”).

1. Scope of application

These General Terms and Conditions shall apply in the relationship between ECC Rostock and the Participants of EC 2021, insofar as they have been validly used as the basis for the contract.

2. Conclusion of contract, right of revocation

2.1. By filling out the registration form provided, the Participant offers ECC Rostock a binding contract for the respective services. The booking can be made electronically (internet, email) or in writing. In case of electronic bookings, ECC Rostock will confirm the receipt of the booking immediately by electronic means. This acknowledgment of receipt does not yet constitute a confirmation of acceptance of the contract. Upon receipt of the booking confirmation from ECC Rostock regarding participation in EC 2021, the contract between the Participant and ECC Rostock is concluded. After receipt of the participation fee in due time, ECC Rostock will confirm the official registration to the Participant.

2.2. It is pointed out that when booking participation in the event, there is no right of revocation due to the legal provision of Section 312, 312 g para. 2 sentence 1 no. 9 BGB (German Civil Code) when concluding a contract that was concluded in distance selling after the conclusion of the contract. Withdrawal and termination of the contract are, however, possible, subject to the provisions in clauses 5 and 6.

2.3. Bookings are possible until May 31, 2021.

3. Services and changes in services, price increase

3.1. The contractual services are based on the binding description of services and the information in the booking confirmation. These include the visit of the five-day conference with supporting program, four overnight stays in the booked cabin category as well as the catering offered during the conference at no additional cost.

3.2. Additional agreements, special arrangements or agreed special requests of the Participant are to be included in the booking confirmation.

3.3. If the booking confirmation is incomplete or incorrect, the Participant must object immediately, but at the latest within 3 working days of receipt of the booking confirmation. Otherwise, the contractual regulations stated in the booking confirmation shall be deemed agreed.

3.4. Changes or deviations of essential characteristics of services from the agreed content of the contract, which become necessary after conclusion of the contract and which were not caused by ECC Rostock against good faith, are only permitted if the changes or deviations are not significant and do not affect the overall design of the booked event.

3.5. ECC Rostock is obliged to inform the Participant about changes and deviations in services immediately after becoming aware of the reason for the change.

3.6. ECC Rostock reserves the right to change the price agreed in the participation contract as follows in case of an increase of costs, such as fuel prices, taxes or charges for certain services such as port fees: If the costs of support, in particular fuel costs, increase after the time of the conclusion of the contract, ECC Rostock can increase the travel price according to the following calculations:

A) In case of an increase related to the individual Participant, ECC Rostock can demand the increase amount from the Participant.

B) In other cases, the additional transport costs demanded by the transport company are divided by the number of registered Participants. ECC Rostock can demand the resulting increase amount for the single seat from the Participant. If the charges existing at the time of the conclusion of the contract, such as port fees, are increased vis-à-vis ECC Rostock, the price may be increased by the corresponding, pro-rata amount. In this case, ECC Rostock has to inform the Participant about the price increase and its reasons as well as the calculation of the price increase immediately after the reason for the increase has become known. Price increases from the 21st day before the start of the event are invalid. In the event of price increases of more than 8%, the Participant is entitled to withdraw from the contract without incurring costs. In this case, ECC Rostock will immediately refund the payments made to it.

4. Prices, payment

4.1. The participation fee is based on the information given in the registration and booking confirmation. Unless otherwise stated, this is a travel service according to Section 25 UStG (German Value Added Tax Act). Sales tax is not reported in accordance with Section 14a para. 6 para. 2 UStG.

4.2. As far as stated in the registration form or in the booking confirmation, ECC Rostock is entitled to collect certain payments for the respective service provider. If ECC Rostock or an external collection service provider (e.g. AIDA Cruises) commissioned by ECC Rostock collects the payment, the Participant will receive an invoice issued on behalf of ECC Rostock with the booking confirmation.



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4.3. Payments to ECC Rostock can generally be made by bank transfer (direct debit), Girocard (Maestro/V-Pay) or credit card (Mastercard or Visa), provided this is offered in the booking process. For payment with (credit) cards, all transactions are processed in Euros. The amount processed by ECC Rostock is the total amount in Euro. Depending on the exchange rates in the Participant's country of origin and the cardholder's local currency, certain fluctuations may occur. Information about the bank transfer will be sent by email as soon as the Participant has completed the registration process. The deadline for payment is determined by the details in the booking confirmation.

4.4. All Participants must pay the full participation fee before the end of the specified deadlines. Decisive for the timeliness of the payment is the receipt on the account mentioned in the booking confirmation.

4.5. Payment transaction costs incurred in the Participant's sphere are borne exclusively by the Participant (e.g. for international transfers).

4.6. If the Participant does not make payments in accordance with the agreed payment due dates, although ECC Rostock is willing and able to provide the contractual services properly and there is no legal or contractual right of retention on the part of the Participant, ECC Rostock is entitled to withdraw from the contract after issuing a reminder and setting a deadline and charging the Participant with withdrawal costs.

5. Non-arrival or cancellation by the Participant before the start of the event

5.1. The Participant may withdraw from the contract at any time before the start of the event in accordance with this provision. The date of receipt of the notice of withdrawal by ECC Rostock is considered to be the cut-off date for the calculation of the deadline. It is recommended to declare the withdrawal on a durable medium.

5.2. If the Participant withdraws from the contract before the start of the event or does not appear at the event, the claim to receive payment of the agreed participation fee, including the catering portion and fees for additional services, shall remain valid as a general rule. ECC Rostock may demand reasonable compensation for the arrangements made and for its expenses, if ECC Rostock is not responsible for the withdrawal or if exceptional circumstances arise which were not foreseeable at the time of the conclusion of the contract and which significantly affect the performance of the event.

5.3. Cancellation up to June 30, 2020: 20 % of the participation fee. Cancellation up to September 30, 2020: 40 %, cancellation up to December 31, 2020: 60 %, cancellation up to February 28, 2021: 80 %, cancellation from March 01, 2021 or no-show: the entire participation fee.

5.4. Participation fees already paid over the cancellation amount will be refunded within 21 days.

5.5. The Participant is expressly permitted to prove that the damage or loss of value is less than the flat rate.

5.6. The Participant is recommended to take out a travel cancellation insurance as well as an international health insurance.

6. Cancellation by ECC Rostock

6.1. ECC Rostock may terminate the contract without notice if the Participant persistently disrupts the implementation of the event despite a warning by ECC Rostock or behaves in a manner contrary to the contract to such an extent that the immediate termination of the contract is justified. If ECC Rostock terminates the contract, ECC Rostock retains the right to receive the participation fee, unless saved expenses and benefits result from the use of the services elsewhere. Possible additional costs for the return transport will be borne by the troublemaker himself/herself. However, ECC Rostock has to take into account the value of saved expenses as well as those advantages that are obtained from any other use of unused services, including possible reimbursements by service providers.

6.2. If the number of Participants is too low, ECC Rostock may cancel the event, provided that this has been expressly agreed with the Participant. ECC Rostock can only withdraw from the contract if the minimum number of Participants has been specified in the pre-contractual information and the time by which the Participant must have received the declaration of withdrawal before the contractually agreed start of the event has been communicated. Cancellation 1 month before the event is no longer possible. In this case, the Participant will be fully reimbursed for all costs already paid. In all other respects, any claims for damages by the Participant against ECC Rostock due to cancellation or cancellation of the event are governed by the statutory provisions.

7. Liability

7.1. ECC Rostock is liable to the Participant for the grossly negligent or intentional breach of its obligations. Any further liability is excluded. Excluded from the limitation of liability according to sentence 1 is the liability for damages resulting from injury to life, body or health and for other damages, as far as the latter are based at least on a grossly negligent breach of duty by ECC Rostock, its legal representative or a vicarious agent. Excluded from the limitation of liability according to sentence 2 is also the liability for the violation of essential contractual obligations.

7.2. ECC Rostock is not liable for service disruptions, personal injury and property damage in connection with services that are only mediated as external services if these services have been explicitly marked as external services in the booking confirmation, stating the identity and address of the mediated contractual partner, in such a clear manner that they are recognizable to the Participant as not being part of the event of ECC Rostock and have been selected separately.



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7.3. However, ECC Rostock is liable if and to the extent that the Participant's damage was caused by a violation of ECC Rostock's obligations to inform, educate or organize.

7.4. If a service to be rendered by a service provider is subject to international agreements or legal regulations based on such agreements, according to which a claim for damages only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, ECC Rostock can refer to this.

8. Participant's obligations to cooperate

8.1. The Participant is obliged to take all reasonable steps to keep any damage to a minimum. In particular, the Participant must strictly observe the onboard regulations of AIDA Cruises.

8.2. If the services are not in accordance with the contract, the Participant can demand remedy from ECC Rostock, provided that this does not require a disproportionate effort. The remedy consists in the elimination of the defect in the agreed service or the provision of an equivalent replacement service.

8.3. The Participant must immediately notify ECC Rostock of any defects and malfunctions on site and demand remedy. The Participant may demand a reduction of the agreed fee from ECC Rostock if the defect is not remedied immediately after notification. If the Participant culpably fails to report the defect, he/she is not entitled to any claims for reduction of the agreed fee.

8.4. Notwithstanding the reduction or termination, the Participant may claim damages for non-performance by ECC Rostock, unless the defect is due to a circumstance for which ECC Rostock is not responsible.

9. Passport, visa and health requirements

9.1. Every Participant needs a passport or identity card that is valid for at least 6 months after the end of the event.

9.2. It is recommended to inform yourself before the start of the event about the current entry requirements applicable at that time. Information is available at www.aida.de as well as on the pages of the respective country representatives.

9.3. The Participant can request an official visa invitation letter on the website. The letter of invitation will only be issued if the participation fee has been paid in full. The letter of invitation does not imply in any way the provision of financial or other support.

9.4. Participants who have not received their visa in time to attend the conference will receive a 50% refund of the participation fee paid, if it can be proven that the Participant has taken all necessary steps to obtain the visa in time. ECC Rostock will not accept applications for reimbursement of the participation fee due to visa refusal until two months before the opening ceremony. All inquiries should be sent to visa@ecc-rostock.com. The application must contain the rejection by the consulate or embassy. No refunds will be given on the spot. ECC Rostock is not liable for the timely issue and receipt of necessary visas by the respective diplomatic representation, unless ECC Rostock is responsible for the delay.

9.5. The Participant is responsible for the observance of all regulations important for the execution of the trip. All disadvantages, in particular the payment of withdrawal costs resulting from the non-compliance with these regulations, are at the Participant's expense, except if they are caused by culpably wrong or non-information by ECC Rostock.

10. Data protection

The personal data provided by the Participant to ECC Rostock will be electronically processed and used to the extent necessary for the execution of the contract. The personal data of interested parties and Participants are processed by ECC Rostock for the purpose of organization, implementation, invoicing and compliance with legal regulations. In addition, the data required for this purpose will be forwarded to AIDA Cruises and, if necessary, to local JCI Chapters (e.g. for local events), to service providers (e.g. shuttle service) and to authorities (e.g. for visas). During the event, photos and videos will be taken, which can also be published on the Internet, including social networks, exclusively under consideration of legal regulations. All personal data of Participants are processed according to German and European data protection law. Further information on the handling of data can be found in ECC Rostock's data protection declaration at www.ecc-rostock.com/privacypolicy



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11. Place of jurisdiction and other provisions

11.1. Place of jurisdiction is, as far as legally permissible, exclusively the registered office of ECC Rostock. The relationship between ECC Rostock and the Participant as well as the contract shall be governed exclusively by the laws of the Federal Republic of Germany. The above terms and conditions shall not apply if the Participant is not bound by contractually binding provisions of international agreements applicable to the contract between ECC Rostock and the Participant, or if non-binding provisions in the EU member state to which the Participant belongs are more favorable to the Participant than the above provisions or the corresponding German provisions.

11.2. The invalidity of individual provisions of the contract shall not result in the invalidity of the entire contract.

11.3. With regard to the Consumer Dispute Resolution Act, ECC Rostock points out that it does not participate in voluntary consumer dispute resolution. If a consumer dispute settlement would be obligatory for ECC Rostock after publication of these General Terms and Conditions, ECC Rostock will inform the Participant about this in an appropriate form. ECC Rostock refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all contracts concluded in electronic legal transactions.

11.4. Due to the fact that EC 2021 will take place on the cruise ship AIDAdiva, the onboard regulations, the entry and health regulations, the excursion conditions as well as the general information of AIDA Cruises will also be the basis and part of this contract.

11.5 The EC 2021 is aimed at (supporting) members of Junior Chamber Germany, associated organizations as well as active and former members of Junior Chamber International (JCI).

Organizer:

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