# General terms and conditions

# 1. Scope of application

These general terms and conditions shall regulate the contractual relationship between participants in the #REMforum / St.Gallen Forum for Management of Renewable Energies and the Chair of Management of Renewable Energies, Institute for Economy and the Environment (IWÖ-HSG), Müller-Friedberg-Str. 6/8, 9000 St.Gallen (hereinafter "Good Energies Chair"), as the organisers. Any participants' terms and conditions that deviate from these terms and conditions shall not be applicable.

# 2. Registration

Participants can register on-line through <u>www.REMforum.ch</u> or by e-mail, which shall be deemed to be an application for the conclusion of an agreement. Registration shall be confirmed by the Good Energies Chair in writing, such written confirmation to be deemed to be the acceptance of the participants' registration. With their registration, participants shall acknowledge the terms of participation of the general terms and conditions.

# 3. Service

Participation fees shall be quoted per person and event and include food and drinks on the event premises, as well as conference documents.

# 4. Due date and payment, offsetting

Participation in an event shall be contingent on the full payment of the participation fee. This fee shall be due within the period of time indicated on the invoice. The Good Energies Chair shall reserve the right to rule out certain modes of payment. Payment by sending cash or cheques shall not be accepted; if cash or cheques are lost, the Good Energies Chair shall not assume any liability. Participants can only offset the amount of fees against legally established claims or claims acknowledged by the Good Energies Chair in writing. Any right of retention on the part of participants shall be precluded.

#### 5. Programme changes

The Good Energies Chair shall reserve the right to make changes to the contents of the programme, to replace or exclude any speakers who have been announced. Such changes shall not entitle participants to a reduction of their participation fees provided that the overall character of the event is preserved. If an event has to be cancelled or postponed for an important reason or as a consequence of force majeure, the Good Energies Chair shall be obliged to notify any participants who have registered by that time without delay. In such cases, participants may demand the reimbursement of the participation fee. The Good Energies Chair shall not assume any liability for any further costs such as travel and accommodation expenses unless such liability is required by law.

# 6. Cancellation of participation

If a participant is prevented from attending, he or she shall be entitled to nominate a substitute participant. The Good Energies Chair shall be notified of the substitute participant's name and contact data in writing. Furthermore, participation may be cancelled against a processing fee of 10% of the participation fee up to thirty working days before the beginning of the event. Registered participants who cancel their participation at a later date or who fail to appear shall have to pay the whole participation fee. Cancellations must be submitted in writing.

# 7. Copyright law

Any documents handed out in the course of an event shall be protected by copyright law. Participants shall solely be granted a simple, non-transferable right of personal use. In particular, participants and third parties shall be prohibited from changing the content or form of conference documents or excerpts



therefrom, from using modified versions thereof, from reproducing them for any third parties, from making them publicly accessible or forwarding them, from posting them in the internet or other networks in return for payment or free of charge, from imitating them, selling them or using them for commercial purposes. Any possible indications of copyright law, distinguishing marks or trademarks may not be removed.

Any reproductions or other use shall be contingent on written approval by the Good Energies Chair.

# 8. Liability

All events shall be researched, prepared and conducted with diligence. Should there be any cases of damage or loss, the Good Energies Chair shall assume no liability for the completeness and the correctness of the contents with regard to any lectures held and document handed out.

# 9. Data protection

Any data supplied to the Good Energies Chair shall be treated in accordance with the applicable provisions of data protection law. They shall be electronically stored for the purpose of service provision. Participants may demand to see such stored data and have them deleted at any time, requests to be sent by e-mail to energieforum@unisg.ch

# **10. Final provisions**

Any agreements concluded between participants and the Good Energies Chair shall be subject to Swiss law. The exclusive forum for any disputes arising from such agreements shall be St.Gallen, Switzerland, unless another forum is required by law.

St.Gallen, January 2020