

General Terms and Conditions – Conference „Green Building 2022“

These general terms and conditions govern the rights and obligations between the Organizer of the „Green Building 2022“ conference (hereinafter referred to as the **“Conference”**) and its participants, who have registered for attendance at the Conference (hereinafter the **“Participant”**).

The conference is organized by **Hero & Outlaw a.s.**, with registered seat at Karla Engliš 3201/6, Smíchov, 150 00 Praha 5, VAT Id.No.: 07118724, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, Inset Nr: 23448 (hereinafter referred to as the **“Organizer”**). Contact information are listed at <http://www.setrnebudovy.cz/>.

The Organizer offers at the website <http://www.setrnebudovy.cz/fees> to purchase tickets at the Conference, which entitles the Participant to attend in the Conference.

A CONCLUSION OF THE CONTRACT

1. The contract according to these conditions between the Organizer and the Participant is concluded at the moment of order confirmation.
2. In order to participate in the Conference an Online Registration Form by the Participant has to be completed, the applicant has to send a completed registration form available at the above mentioned website, whereby marked boxes are compulsory. Once an Online Registration Form has been submitted, the Participant receives an e-mail confirmation of registration and an automatically-generated invoice for advance payment (hereinafter the **“Confirmation”**). At this point registration is BINDING for the Participant.
3. Valid date of the Conference, programme and further information with regard to the Conference including the attendance fees are listed on the website <http://www.setrnebudovy.cz/fees>.

B. PRICE AND PAYMENT TERMS

1. The attendance fee for the Conference is stated in CZK. The attendance fee must be paid before the event is held and not later than on the date specified in the invoice for advance payment. The attendance fee is payable based on the Organizer's invoice sent electronically (or by post) to the Participant's address specified by the Participant in the Online Registration Form, unless otherwise agreed in writing, without undue delay after the completed registration pursuant to Section A (2) above. An invoice for the cancellation fee, if applicable, will be sent to the same Participant's address.
2. The Organizer's invoices are payable in 14 days after the date stated on the invoice, unless agreed otherwise in writing.
3. The Participant is obliged to pay any taxes, including VAT and withholding tax, that are due in relation to the Conference. If any taxes (VAT, withholding tax, or similar foreign taxes) shall apply to the attendance fee under local legislation and international tax agreements, the Participant acknowledges that the attendance fee shall be increased by this tax.

C. CANCELLATION OF THE CONFERENCE ATTENDANCE

1. The Participant must cancel the Conference attendance in writing.

2. If the Participant cancels the Conference attendance before the Confirmation is delivered, the Participant shall not be obliged to pay the Organiser an attendance fee.
3. If the Participant cancels the Conference attendance after receiving the Confirmation and at least 10 days before the Conference date, the Participant is obliged to pay the Organiser 50% of the attendance as a cancellation fee. In the case that the attendance has been already paid, the Participant is entitled to a 50 % refund.
4. The Participant is obliged to pay the full amount of the attendance fee as a cancellation fee in the following cases;
 - (i) the Participant cancels the Conference attendance less than 10 days before the Conference date,
 - (ii) event of Conference non-attendance,

In the case that the attendance fee has already been paid, the Participant is not entitled to any refund. The decisive date for determining the day of cancellation of Conference attendance by the Participant is the date of delivery of the Participant's written notification of cancellation to the Organiser.

D. CONTRACT AMENDMENTS BY THE ORGANISER

D.1 Conference Cancellation

The Organiser reserves the right to cancel the Conference. The Organiser shall notify the Participant of Conference cancellation without undue delay after the cancellation has been decided. The Organiser is also obliged to return to the Participant the attendance fee paid for the cancelled Conference.

D.2 Change of date/place of the Conference

The Organiser reserves the right to change the date/place of the Conference and inform the Participant without delay. If the substitute date does not suit the Participant, the Participant is entitled to

- (i) register for another Conference from the Organiser's offer, provided that the attendance fee already paid is used as a fee for the newly selected Conference;
- (ii) cancel the attendance of the Conference with the right of a full refund of the already-paid attendance fee.

D.3 Change in the Conference content

The Organiser is entitled to modify the content of the Conference provided it will not affect its general purpose. The Participant shall be informed in a timely manner about any such modification.

E. INTELLECTUAL PROPERTY

1. The Participant is obliged to respect the intellectual property rights of the Organiser and third parties.
2. The Participant may be granted access to the learning platform of the Organiser or other platforms of third parties ("**Platform**") through which the Participant may be provided with recordings of the Conference or various information, presentations, handouts and other study material ("**Study materials**"). Study materials can also be provided to the Participant in printed form.

3. The Participant is entitled to use the Platform and Study materials received in any form solely for his/her personal and/or internal purposes and cannot distribute or make them available to third parties.
4. The Participant acknowledges that the use of the Platform and/or Study Materials may be subject to special terms of use of a third party and undertakes to ensure and is responsible for ensuring that persons participating in the Conference comply with these terms.
5. The Organiser, or other third parties, shall remain the owner of any subjects of intellectual property rights provided to the Participant.
6. The Participant cannot make any audio or video recordings of the Conference, except for those approved by the Organiser.

F. LIMITATION OF LIABILITY

1. The Organiser accepts no liability to anyone, other than the Participant, in connection with the Conference. The Participant agrees to bring any claim in connection with the Conference only against Organiser, and not against any individual, however described.
2. It is agreed that the amount of attendance fee has been determined in consideration of, and reflect the limitation of Organiser's liability for damage, to the extent permitted by law, to maximum amount of twice the attendance fee. Organiser will not be liable for
 - (i) loss of profit, goodwill, business opportunity, anticipated savings or benefits or
 - (ii) indirect or consequential loss caused by negligence or breach of this contract.
3. The information contained in the Study materials or otherwise provided to the Participant during or in connection with the Conference does not constitute and cannot be construed as specific advice on the specific situation of the Participant or as a summary or exhaustive analysis of the relevant topics. The Participant acknowledges that the Organiser is not responsible for any conclusions made by the Participant based on the information provided in the Study materials or provided during or in connection with the Conference, nor for the practical application of these conclusions by the Participant. Based on this information, the Participant should always consider the use of appropriate professional (advisory) services prior to a specific acting (refrain from acting).
4. The Organiser is not liable for any loss that arises as a result of disruption or failure of the Participant's access to the Internet or disruption of access to the Platform for reasons attributable to the Participant or third parties.
5. Neither the Organiser nor the Participant is liable for breach of its obligations under the Contract due to force majeure circumstances.

G. DATA PROTECTION

1. The Organiser processes personal data of the Participants, persons attending the Conferences and potential Participants as a data controller in accordance with applicable data protection legislation, in particular with Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act no. 110/2019

Coll. on the processing of personal data as amended. Further information on data processing including your rights, are available in the Privacy Statement for Conference Participants on our website www.registrace.setrnebudovy.cz

2. Contact details of data controller: Hero & Outlaw a.s., Karla Engliše 3201/6, Smíchov, 150 00 Praha 5, email: info@czqbc.cz

H. MISCELLANEOUS

1. When providing services via the Internet, or Platforms, the Participant is obliged to secure access to the Internet at its own expense, as well as computer equipment with the required software.
2. If the Participant is provided with login data for the purpose of access to the Platform, the Participant is responsible for the security thereof.
3. Relations between the Organiser and the Participant under this contract and these Terms and Conditions will be governed by Czech law.