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# General terms and conditions

## § 1. General

- (1.) The Paderborn University (Warburger Str. 100, 33098 Paderborn, Germany) (in the following UPB) is organizing the "Central European Workshop on Quantum Optics 2019" (CEWQO2019), June 3 – 7, 2019.
- (2.) The conference program can be found here: <https://cewqo2019.uni-paderborn.de/>

## § 2. Registration fee

€ 290 Student (€ 390 after April 15, 2019)  
€ 425 Non-student (€ 495 after April 15, 2019)  
€ 120 Accompanying Persons

## § 3. Instructions for registrants

- (1.) Registrants without a PhD are categorized as 'Students'.
- (2.) Registrants with a PhD are categorized as 'Non-students'.
- (3.) Accompanying persons may register through the registration of the principal applicant.

## § 4. Acknowledgment

Registration and payment will be confirmed via E-Mail.

## § 5. Cancellation by participants

- (1.) The following refunds can be made in case of a cancellation:
  - For cancellations received before April 15, 2019, the fee will be refunded with a 50% deduction.
  - For cancellations occurring after April 15, 2019, no refunds can be made.
- (2.) Bank administration fees and credit card fees will not be refunded.

## § 6. Cancellation/Postponement of the Event by UPB

- (1.) UPB reserves the right to alter the conference program, venue and timings.
- (2.) If there are any urgent reasons, the event can be canceled or postponed. UPB will inform every participant without delay ("unverzüglich") in case the event is canceled or postponed.
- (3.) Should the event be canceled, the participant will be entitled to receive a full refund with respect to the ticket fees, unless force majeure applies.
- (4.) If the event can take place only by re-arrangement or postponement, the booking between the participants and UPB shall remain in force but the participant gains the right to cancel the booking. If the participant chooses to cancel the booking, she/he is entitled to receive a full refund with respect to the ticket fees.
- (5.) Possible futile expenses such as travel expenses, hotel bookings, etc. will only be reimbursed by UPB in case of delayed or non-information of the participant regarding the postponement or cancellation of the event.

## § 7. Force Majeure

- (1.) A Force Majeure Event is an event where a party (the 'Nonperforming Party') fails to perform one or more of its contractual duties provided that (i) such party's failure to perform was caused by an impediment beyond its reasonable control, (ii) it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract and (iii) it could not reasonably have avoided or overcome the effects of the impediment.

- (2.) In case of a Force Majeure Event the Nonperforming Party is, from the time the Force Majeure Event causes the impediment to perform, relieved from (i) its duty to perform its obligations under the contract, (ii) any liability in damages or any other contractual remedy for breach of contract.

## **§ 8. Data use agreement**

With registration, the participant agrees to the usage of his data by the organization committee. Personal data will not be passed on to third parties. The agreement can be revoked informally by writing an e-mail to: [datenschutz@upb.de](mailto:datenschutz@upb.de)

## **§ 9. Venue House Rules**

- (1.) The workshop will take place at the "Heinz Nixdorf MuseumsForum" (HNF). The participant commits to following the house rules of the HNF. A copy can be found under the following link: [https://www.hnf.de/fileadmin/content/pictures/HNF/Besuch/Hausordnung\\_2018\\_01.pdf](https://www.hnf.de/fileadmin/content/pictures/HNF/Besuch/Hausordnung_2018_01.pdf)
- (2.) By registering, the participant accepts that HNF or UPB employees might take photographs or record a film or video of the venue, which might include the participant, and publish it.

## **§ 10. Withdrawal**

- (1.) You have the right to withdraw from this contract within 14 days without giving any reason.
- (2.) The withdrawal period will expire after 14 days from the day of the conclusion of the contract.
- (3.) To exercise the right of withdrawal, you must inform UPB of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.
- (4.) To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.
- (5.) Effects of withdrawal: If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.
- (6.) Model withdrawal form:
- To [Paderborn University (Warburger Str. 100, 33098 Paderborn, Germany)]:
  - I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
  - Ordered on (\*)/received on (\*),
  - Name of consumer(s),
  - Address of consumer(s),
  - Signature of consumer(s) (only if this form is notified on paper),
  - Date

## **§ 11. Limitation of Liability**

- (1.) The liability of UPB is in accordance with the applicable law unlimited in case of either i) intent, ii) gross negligence, iii) at least negligently caused loss of life, bodily injury or damage to health as well as in case of iv) mandatory liability pursuant to the German Product Liability Act ("Produkthaftungsgesetz"). In case of a grossly negligent breach committed by simple auxiliary persons ("einfache Erfüllungsgehilfen") however, the liability shall subject to ii) and iv) above be limited to the foreseeable, typical damage.
- (2.) In the event of simple negligence ("einfache Fahrlässigkeit"), UPB shall only be liable – subject to subparagraph (1.) lit. iii) and iv) above – if UPB infringes contractual duties which must be complied with in order to ensure proper performance of the contract and upon the performance of which the Participant relied or could reasonably be expected to rely on (material contractual duties – "wesentliche Vertragspflichten"). In this event, the liability shall however be limited to the foreseeable, typical damage.
- (3.) The aforementioned limitations of liability shall also apply in favor of any legal representatives, employees, vicarious agents and any other person acting on behalf of UPB with regard to the execution of the contract.

## **§ 12. Choice of Law**

- (1.) This Contract, including any and all disputes arising from or related to this Contract, whether contractual or non-contractual, is governed by the substantive laws of Germany. Article 12 (2) Rome I Regulation (EC/593/2008) shall not apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.
- (2.) These general terms and conditions include legal terms in German language, which in case of doubt shall prevail over the English terms.

## **§ 13. Exclusive Forum Selection**

All disputes relating to this agreement shall be resolved exclusively by the competent courts of Paderborn, Germany, and no others.