

# Terms & Conditions of INTERPRAEVENT 2024 for Live-Stream

COLUMBUS CONGRESSMANAGEMENT is designated by the Organising Committee through the Umweltbundesamt GmbH to organize the application and sell the tickets on behalf of the Organising Committee in the name and for the account of Umweltbundesamt GmbH according to the following terms and condition.

In Addition, COLUMBUS CONGRESSMANAGEMENT is designated by the Organising Committee through the Umweltbundesamt GmbH to provide the technical solutions to enable virtual participation.

This version of the Terms and conditions includes additions and clauses for virtual participation to the conference. Clauses in regard to side-events/ field trips /post conference excursion (all: on-site only!) are included for those virtual participants who chose to register for these optional events.

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## 1. Definitions

**Organising Committee:** The organising committee of the conference INTERPRAEVENT 2024 consists of the Austrian Service for Torrent and Avalanche Control, the Austrian Federal Ministry of Agriculture, Forestry, Regions and Water Management and the Environment Agency Austria and the research society INTERPRAEVENT.

**Associated Partners:** Organisations or persons involved in the planning and execution of the main Event, Social/Side Events, Field Trips and/or Post-Conference Excursion. This includes involved service providers (e.g. transportation, visitor registry, venues/ attractions or catering...).

**Conference:** INTERPRAEVENT 2024 in Vienna from June 10 to June 13 2024 at Hofburg Vienna (Schweizerhof, 1010 Vienna)

**Field Trip/Side Event/Post-Conference Excursion:** Optional excursions or events during and after the Conference

**Registration:** Registration to the Conference and Additional Activities are solely possible through COLUMBUS CONGRESSMANAGEMENT via the Registration Website.

**Platform:** The technical solution (streaming service) to enable virtual participation.

**Streamable Sessions:** 10 thematic sessions, 1 panel discussion. Schedules are available on “<https://interprevent2024.at/>” and the platform itself.

## 2. Conclusion of contract, Scope of Contract

The contract between the Participant and COLUMBUS CONGRESSMANAGEMENT comes into effect by the acceptance of a purchase offer by sending an order number send by e-mail and is subject to the condition precedent of full payment in due time. The Registration is personalized during the ordering process.

Transfer of the registration to third parties is not permitted. The registration to the Conference is only permitted to persons who are at least 18 years old.

In case of registering for **virtual participation**: Unique login credentials (password/PIN) for the platform are provided after conclusion of the contract and after full payment has been received. Each set of credentials enables **one** device at a time to access the platform and view the provided content. Logging in on another device using the same login credentials terminates the connection to any previously logged in devices. Transfer of login credentials to third parties is not permitted. *We strongly urge you to not share provided login credentials and to keep them confidential!*

**Virtual participants** will at the time of registration be assigned a username, which will contain a combination of the submitted information (First Name and Initial of Last Name) as well as assigned numbers in case of identical usernames. The Username can be changed **once** at the time of the first login, chosen usernames have to comply with Austrian Law. The username will be displayed in the chat, if messages are submitted.

### **Scope of virtual Participation; included content and services:**

The main goal of the contract is to enable virtual participation via livestream of *streamable sessions* through the provided *platform*.

The participant has to supply their own internet connection and compatible devices (see par. 8. for details).

Other features available on the platform, at no additional cost:

The platform features a messaging function in form of a chat during streamable sessions. The possibility to ask a question in the chat does **not** imply any claim to an answer by the speaker or that a question will be considered at all.

Digital versions of scientific posters presented during the on-site poster session will be made available to virtual participants on the platform.

Recordings of the livestreams (incl. chat messages) will be made available to virtual participants on the platform.

### **Temporal scope:**

The platform, and the content and features provided will be available during the on-site conference (June 10 to June 12 2024) and for a period of 10 days after the conclusion of streamable sessions. After this timeframe the platform **will no longer be accessible**.

## **3. Payment and Invoice**

Payments can be completed promptly after registering for the Conference (and chosen Field Trips, Side Events...) using credit card (VISA, MasterCard, Diners or AMEX) or via bank transfer. Please transfer the amount upon booking the registration. The legal value added tax and all fees are included in the price. The total price of the order including all fees is due for payment immediately after conclusion of the contract for the payment methods credit card and bank transfer.

The invoice is issued on behalf of Umweltbundesamt GmbH.

## **4. Rights of Consumers, Cancellation by Consumers**

Consumers, as defined by the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG) and the Austrian regulations regarding distance transactions and transactions negotiated away from business premises (Fern- und Auswärtsgeschäfte-Gesetz – FAGG), have the right to cancel their registration **within a 14-day period** (§10 FAGG), except

if services are provided with relation to leisure activities, given a specific date or time frame is specified in the contract in order for the contract to be fulfilled (§ 18 paragraph 1 line 10 FAGG), – this is applicable to optional Field Trips/Side Events and the Post-Conference Excursion - or

if digital content is provided without the delivery of a physical storage medium and fulfilment of the contract has begun (§ 18 paragraph 1 number 11 FAGG) – this is applicable to **virtual participation**.

By registering, the Consumer is expressly requesting that COLUMBUS CONGRESSMANAGEMENT and the Organising Committee or any Associated Partners commence fulfilling the contract upon receipt of the Registration, despite the Consumers right to cancel said contract, as stated above. However, this may result in the Consumer forfeiting the right to cancel the contract upon fulfilment (§ 18 paragraph 1 line 1a FAGG and § 18 paragraph 1 number 11 lit. b) FAGG).

For purposes of the right to cancel this contract (§ 10 FAGG) “fulfilment” of the **virtual participation** has begun, when the platform is operational and streaming of the first session has started (estimated: June 10 2024, 09:00 Central European Summer Time).

The cancellation is invalid, if – after sending the cancellation – the registrant’s login credentials are used or continue to be used to access the platform.

Notice of cancellation must be sent in writing (by email to [congress@columbus.at](mailto:congress@columbus.at)) to COLUMBUS CONGRESSMANAGEMENT.

For details regarding the processing of refunds see the paragraph “Disclaimer and Refunds”.

## 5. Cancellation Policy

Notice of cancellation or changes must be sent in writing (by email to [congress@columbus.at](mailto:congress@columbus.at)) to COLUMBUS CONGRESSMANAGEMENT. We regret that we are unable to process any cancellation requests or changes made via telephone.

- No refunds will be given for cancellations not governed by the KSchG and FAGG (see par. 4.).
- Registrants requesting name changes will be charged a handling fee of 50.00 EUR per registration.

For details regarding refunds see the paragraph “Disclaimer and Refunds”.

## 6. Onsite Participation

Not applicable to **virtual participation** – this paragraph only concerns onsite participation to the conference - for optional Field Trips/Side Events and the Post-Conference Excursion see **section 9**.

Onsite participation necessitates adherence to legal measures pertinent to events at the time of the occasion (e.g. requirement for FFP2 masks), publicly listed regulations of the venue (“Hausordnung”

[https://www.hofburg.com/en/terms\\_conditions/house\\_rules\\_-\\_hofburg\\_festsaele](https://www.hofburg.com/en/terms_conditions/house_rules_-_hofburg_festsaele)), and on-site personnel's instructions.

Failure to comply is grounds for exclusion from the event; no refunds will be provided in that case.

## **7. Liability, Damages**

COLUMBUS CONGRESSMANAGEMENT, the Organising Committee or Associated Partners shall be unlimited liable in all cases for damages relating to the on-site Conference and/or Field Trips/Side Events/Post-Conference Excursion caused intentionally or through gross negligence and for damages resulting from injury to life, health, and physical injury.

In all other cases COLUMBUS CONGRESSMANAGEMENT, the Organising Committee or Associated Partners shall not be liable for losses caused by simple negligence.

## **8. General Obligations of Participants, Technical limitations**

Participants are responsible to arrange for their own health, travel and medical/personal insurance.

Participants consuming provided meals and drinks are obliged to check personal dietary requirements and allergies against published lists of allergens or inquire with on-site personnel.

It is recommended to check the conference Homepage and other provided information regularly for updates to the programme.

The chat is moderated, the Organising Committee and COLUMBUS CONGRESSMANAGEMENT retain the right to delete, alter or censor messages. The chat function is only to be used in English or German. Virtual participants acknowledge, that using the chat function to disrupt sessions, sharing inappropriate/ illegal content or using inappropriate language may lead to permanent revocation of the right to use the chat function, without prior notification and possibility of recourse or remuneration.

**Technical limitations:** The platform is accessible via internet enabled devices using a supported browser (Chrome, Edge). Availability and Quality of service on mobile devices is not guaranteed. The participant has to supply their own internet connection and devices.

## **9. Field Trips/Side Events/Post-Conference Excursion**

### **Field Trips/Side Events and the Post-Conference Excursion are ON-SITE ONLY events!**

Participation necessitates adherence to legal measures pertinent to events at the time of the occasion (e.g. requirement for FFP2 masks), publicly displayed regulations of the visited venues ("Hausordnungen") and used transportation as well as on-site personnel's instructions.

Failure to comply is grounds for exclusion; no refunds will be provided in that case.

By registering for Field Trips or Side Events or Post-Conference Excursion, participants acknowledge and agree to the following provisions: Field Trips or Side Events or Post-Conference Excursion may take place in (high) alpine terrain, at active construction sites or require the use of watercraft; these conditions will be noted in respect to the corresponding Field Trips or Side Events or Post-Conference Excursion. Participants must ensure before registering that their personal medical requirements (e.g. allergies, disabilities) and abilities (e.g. sure footedness, ability to swim, tolerance to heights, mountain experience) will allow them to participate.

Participants are required to provide and use basic equipment (e.g. protection from rain and cold, sturdy mountain boots) for the Field Trips/Side Events/Post-Conference Excursion.

Participants are required to follow safety instructions by on-site personnel and accompanying personnel of the Organising Committee or Associated Partners.

Participants are required to use provided safety equipment (e.g. helmets, life preservers) without exception.

Failure to comply with any of these provisions will be grounds for exclusion from the Field Trips/Side Events/Post-Conference Excursion or parts thereof. No refunds will be provided in that case.

Special arrangements or exceptions require the express written consent of the Organising Committee prior to registration for the Field Trips/Side Events/Post-Conference Excursion.

## **10. Force majeure**

In the event of serious special or unforeseen circumstances beyond its control (including severe weather or weather warnings) or force majeure (pandemics, wars, riots, labour strikes, disasters, etc.) which require cancellation or modification of the event (Conference/Field Trips/Side Events/Post-Conference Excursion) or parts thereof, the Organising Committee shall be entitled to cancel or modify the event accordingly.

In case of cancellation of the Conference the registration fee will be refunded to the participants. The administration fee of 50.00 EUR per registration will not be refunded. No further costs or damages will be compensated.

It is possible to change the registration from on-site to virtual, but partial refunds will only be provided in the case that the Austrian authorities prohibit the organisation of events in person (e.g. "Lockdown", martial law). Changing the registration from virtual to on-site is only possible by special arrangement, depending on availability of on-site tickets and payment of the price difference in advance.

## **11. Disclaimer and Refunds**

Every effort will be made to present the conference programme as published. However, the Organising Committee reserves the right to alter or cancel, without prior notice, any arrangements, schedules, plans or other matters relating directly or indirectly to the Conference and/or Field Trips/Side Events/Post-Conference Excursion, as long as the changes are reasonable, minor and objectively

justified. Participants will be informed of the changes in an appropriate and timely manner (e.g. e-mail, conference website, announcements on site...).

The Conference Organising Committee shall not be liable for any loss or inconvenience caused as a result of any such change. No refunds will be given due to changes mentioned above.

A minimum number of participants is required for Field Trips. In case this number is not reached, registered participants on the cancelled Field Trip may transfer to another Field Trip with available spaces by paying the difference – if any – within 14 days of receipt of an invoice. If the alternate Field Trip is cheaper than the cancelled Field Trip, partial refunds will be provided.

All refunds will be made after the conference. Please allow for a minimum of fourteen (14) days after the conference to process your refund. The refund will be deposited back to your original mode of payment.

No refunds will be granted in case of late arrival to or early departure from the Conference. No refunds will be granted for services not utilised or events not attended for reasons attributable to the participant.

Additionally, in case of **virtual participation**:

No refunds will be granted for outages of the platform and other technical problems unless the downtime affects at least 15% of scheduled streamable sessions in total.

Only such outages and technical problems shall be grounds for refunds

- which are (at least in part) attributable to COLUMBUS CONGRESSMANAGEMENT, the Organising Committee or Associated Partners, and
- occur during scheduled streamable sessions, and
- cannot objectively be remedied by watching the recordings of the streams on the platform in the provided timeframe (10 days after the conclusion of the on-site conference).

No refunds will be granted for outages and technical problems attributable to the participant's electronic devices (including operating system and software), user error (eg. loss of login credentials) or issues related to the participant's internet connection (incl. restrictions to internet access by third parties).

## **12. Photographs, Video/ Audio Recordings, Screenshots and Broadcasts**

The Organising Committee, Associated Partners or authorised third parties (e.g. photographers) may take pictures or make recordings of public parts of the conference or Side-Events/ Field Trips. The purpose of photos and audio/video recordings is to publish or distribute them for promotional and educational purposes in various forms of media, including but not limited to websites, social media, presentations, and marketing materials.



A recording of the content provided on the platform (videos of oral presentations, poster sessions) and the chatlog of the livechat will be made available to participants to watch for a period of 10 days after the conclusion of the event.

The participant grants the Organising Committee or Associated Partners or authorised third parties (e.g. photographer) the irrevocable right to use their likeness in photographs and recordings free of charge, without spatial or temporal restrictions, for all types of use (in particular publication, distribution, duplication or reproduction, editorial coverage, exhibition, use on social media, editing, transfer to third parties). This includes the Username and any messages entered/ content shared via chat.

Photographs, audio and/or video recordings of copyrighted materials, whether displayed on screens, during presentations, in posters, or elsewhere by Participants are not permitted without the express consent of the copyright holder.

It is prohibited, to capture stills / screenshots, video and/or audio recordings of the content provided on the platform.

It is prohibited to broadcast or publicly display the content provided on the platform in any form. Registered Participants, who are faculty members of foreign higher education institutions, may show the content provided on the platform, or parts of it, to a limited audience of students and faculty on the premises of their institution for educational purposes (eg. during courses related to topics discussed in the sessions).

### **13. Governing law and jurisdiction, Severability**

Exclusively Austrian law, without regard to its conflict of laws principles, shall govern these terms and conditions and the underlying contract and the parties agree to submit to the exclusive jurisdiction of the courts of Vienna, Austria.

If any part, term or provision of this agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provisions held to be illegal or invalid.

### **14. Data protection declaration**

Legal base and purposes: Columbus Congress Management processes personal data according to Art 6 (1) c European General Data Protection Rule to fulfil the tasks to organize this event. Additionally submitted chat messages including user names of virtual participants will be processed by the Organising Committee, Columbus Congress Management or Associated Partners to provide their content to a closed audience of participants on the platform for up to 14 days after the event. Legal base is Art 6 Abs (1) c European General Data Protection Rule as well.

Columbus Congress Management is in the role of the data processor based on a service contract concluded with Austrian Environmental Agency (Umweltbundesamt GmbH) in the role of the data controller.

The following categories of data will be processed: name, address, phone number, mail-address, credit card details and passport details (if necessary).

Categories of concerned persons: participants.

Columbus Congress Management transfers parts of the personal data (name, contact data) to the organising committee as defined above.

Data Processing Location: Collected data is stored on a server within the European Union but may be transferred to the US. An adequate level of data protection is guaranteed by the adequacy decision on 10 July 2023 published by the European Commission.

Data Storage: Credit Card Guarantees are reviewable and saved encrypted until 2 weeks after event start, and irrecoverably deleted thereafter. Submitted chat messages including usernames will be stored for up to three years. Afterwards this data will be deleted. All other data are stored for 7 years, to meet the retention period according to the Austrian VAT Act 1994 (Umsatzsteuergesetz 1994 idgF) and to permit post-event support and service (i.e. belated participation confirmations and presentation certificates).

Data subjects have the following rights according to Art 15-21 GDPR.

- Right to rectification
- Right to erasure/"Right to be forgotten"
- Right to restriction of processing
- Right to data portability
- Right to object (at legitimate interest of the controller)

Moreover they may seize their rights at the Austria Data Protection Authority.

For any questions regarding data protection please contact the data protection officer of Umweltbundesamt GmbH, Spittelauer Lände 5, 1090 Wien: [datenschutz@umweltbundesamt.at](mailto:datenschutz@umweltbundesamt.at).

## **15. Data protection regarding Recordings and Chat Messages**

Any photos or audio/video recordings and their publication made by the Organising Committee or Associated Partners or authorised third parties (e.g. photographer) is legal according to Art 6 Abs 1 lit a GDPR. The purpose of photos and audio/video recordings is to publish or distribute them for promotional and educational purposes in various forms of media, including but not limited to websites, social media, presentations, and marketing materials. If a participant wishes to withdraw his/her

consent or does not want to have any photos/videos taken of him/her published, please contact at any time: [information@interpraevent2024.at](mailto:information@interpraevent2024.at).

Photos and audio/video recordings will be stored for four years for purposes of advertising and public relations to prepare the future Interpraevent Event in 2028. Afterwards these data will be deleted.

Location of processing is within the European Union but data may be transferred to the US. An adequate level of data protection is guaranteed by the adequacy decision on 10 July 2023 published by the European Commission.