

# General Terms and Conditions of Mobility Academy for the Swiss Mobility Arena

**Version: March 2019**

## **1. Scope**

The following General Terms and Conditions apply to all events organised by Mobility Academy AG of TCS, Maulbeerstrasse 10, 3011 Bern ("Mobility Academy").

## **2. Registration**

Registration for events shall take place via the relevant online registration platform. Registration shall not become legally binding until written confirmation is sent (by letter or e-mail).

## **3. Organisation**

### 3.1 General provisions

By registering, the participant agrees to the present General Terms and Conditions and to any further security, access or other operational rules issued for the relevant event and undertakes to adhere to these and to instructions given by employees of Mobility Academy (or its third-party agents). The participant acknowledges that they may be excluded from the event if they fail to adhere to these rules and instructions. In the event of such exclusion, the costs of the event ticket shall neither be compensated nor refunded.

Mobility Academy reserves the right to substitute other speakers for those announced and to make necessary changes to the event programme while safeguarding the overall character of the event. The costs of the event ticket can neither be compensated nor refunded as a result of such changes.

### 3.2 Postponement of the event

If the event is postponed for whatever reason, the ticket purchased shall automatically be valid for the new event date. Tickets may not be exchanged or refunded.

### 3.3 Interruption or cancellation of the event

If an event has to be interrupted or cancelled as a result of force majeure, external influences (demonstrations, influence of violence, threats by third parties) or other circumstances for which Mobility Academy is not responsible, tickets purchased can neither be exchanged nor refunded.

If an event is cancelled for other reasons by Mobility Academy, the participant may return the meeting ticket by post or e-mail to Mobility Academy within a period of 30 days of the cancellation of the event. The payment already made shall then be refunded in full.

#### **4. Withdrawal of the participant**

For the event, the following withdrawal and cancellation provisions are valid:

- Withdrawal up to one month before the beginning of the event: full refund less CHF 50.00 administrative fee.
- Withdrawal less than one month before the beginning of the event: no refund
- Splitting of the ticket is not possible.
- Transfer of the ticket is possible, subject to the payment of administrative fee of CHF 50.00.

In the case of events lasting more than one day, the first day of the event shall be deemed to be the beginning of the event. These withdrawal and cancellation provisions also apply to absence as a result of illness, accident or similar causes. The declaration of withdrawal shall be made in written form by post or e-mail. The claim to a refund shall be determined by the date of receipt of the written declaration of withdrawal. For Saturdays, Sundays and public holidays the following working day shall be the applicable date.

#### **5. Data protection**

Mobility Academy attaches great importance to data protection. A list of participants (PDF format) containing details of everyone who has registered (name/company/position) will be made available to all participants a few days before the event.

#### **6. Multimedia recordings**

In the context of the event, Mobility Academy or its third-party agents may make image, sound and/or video recordings. These recordings are used by Mobility Academy for its own marketing purposes among others – whether on the Internet, in publications, on social networks or at events of Mobility Academy as an organiser or operator. By participating in an event the participant grants their consent for said image, sound and/or video recordings. The participant expressly permits Mobility Academy to use these recordings for subsequent promotional purposes without further claims on the part of the participant. Mobility Academy reserves the right to restrict image, sound and/or video recordings by participants during the event.

#### **7. Exclusion of liability**

To the fullest extent permitted by law, Mobility Academy shall be exempted from all liability for any direct or indirect loss or damage, including consequential loss or damage, that may be suffered by the participant in connection with the organisation and operation

of an event. In particular, Mobility Academy shall not be liable for any loss or damage or consequential loss or damage that may be caused by cancellation or interruption of the event or poor organisation. In all instances, any liability that arises out of any contractual, tortious or other claim shall be limited to the costs of the event ticket. No further compensation or indemnity of any kind shall be payable. Any claims for damages or other claims for monetary compensation on the part of the participant shall lapse within one year of the claim in question being discovered.

### **8. Applicable law and place of jurisdiction**

The performance of Mobility Academy, the events it operates and the present provisions shall be governed exclusively by Swiss law. The courts of general jurisdiction in Berne shall have exclusive jurisdiction.