



**Studierendenwerk
München Oberbayern**

General Event Terms and Conditions for events
of the Studierendenwerk München Oberbayern Anstalt des öffentlichen Rechts

1. Scope of application

- (1) These General Event Terms and Conditions apply to Diversity events that are carried out by the Studierendenwerk München Oberbayern Anstalt des öffentlichen Rechts [institution under public law], Leopoldstraße 15, 80802 Munich (hereinafter referred to as “StwM”). The events either take place as online events, in-person events or as hybrid events. These General Event Terms and Conditions set out the rights and duties with regard to participation in an event.
- (2) Solely students who are in possession of a valid student ID issued by one of the state universities the StwM is responsible for may participate in the events of the StwM (hereinafter referred to as “participants”).
- (3) Participating in online events, i.e. digital events, is exclusively possible by means of a terminal device via the internet and image/sound transmission.
- (4) Hybrid events are a combination – in-person events that can be attended via stream at the same time.
- (5) Should StwM events be carried out by external third parties, they are considered events of the StwM.

2. Subject matter of the contract

- (1) Subject of these General Event Terms and Conditions is the participation in an event by participants, the carrying out of the event as well as the rendering of possible services as part of the event by the StwM.
- (2) Topic, schedule and further details of an event are set out in the individual event outline (cf. Item 6).

3. Registration

- (1) Registering for an event is carried out online through the website <https://www.studierendenwerk-muenchen-oberbayern.de/> via the portal “EventManager Online”, EventManager Online GmbH, Winterhuder Weg 29, 22085 Hamburg.
- (2) Participants must also pay attention to the terms and conditions as well as to information on data protection provided by “EventManager Online” (<https://www.eventmanager-online.com/pages/terms>).

4. Conclusion of the contract

- (1) Unless settled differently in particular cases, participants provide an offer for participating in an event by filling in and sending off the online registration form provided. A participation contract is not concluded until the offer is accepted by the StwM. It is accepted via an automatically emailed confirmation of the participant's registration.
- (2) Registration confirmations are binding and entitle participants to participate in that event.
- (3) Transferring the contractual right to participate to a third person is generally not permitted. Exceptions can only be made if the participant can put forward overriding interests worthy of protection. In that case, they must seek the consent of the StwM for a transfer.

5. Technical requirements, participants' duty to co-operate

- (1) In order to take part in an online event, participants absolutely require an internet connection, an internet-capable terminal device along with a common web browser, an audio output device (e.g. headphones) as well as a suitable microphone.
- (2) Unless otherwise arranged, online events are carried out via the video conference system "GoToMeeting" or "Zoom". Participants can find the exact technical requirements for participating in the event outline.
- (3) Participants themselves are responsible for fulfilling the technical requirements laid out in Item 5 (1) and (2). If participants do not fulfil the technical requirements or if technical problems occur during the online event, the participant is not released from their duty to pay unless they can prove that the StwM is responsible for the technical problem.
- (4) In this context, the StwM is not responsible for data transmission on the public internet (beyond the subscriber access of the StwM)

6. Event outline

- (1) An event's date, topic, schedule and further details are set out in the individual event outline. The event outline can be found in the individual event's entry on the website <https://www.studierendenwerk-muenchen-oberbayern.de/>.
- (2) Changes to the programme schedule and/or the content of the programme are possible for serious reasons. The StwM will endeavour to let participants know about changes in good time, via email or on the event's web page.

7. Participation fee / course fee, due date, reduction

- (1) If a contract is concluded regarding an event that involves a charge, the participant must pay the stipulated participation fee / course fee. The participation fee / course fee is mentioned in the event outline.
- (2) Payments are settled online via the service provider PayPal. PayPal is a service provided by PayPal (Europe) S.à r.l. et Cie, S.C.A., 22-24 Boulevard Royal, L-2449 Luxembourg.
- (3) The participant is required to pay the participation fee / course fee in advance.

8. Right of withdrawal

The participant, as a consumer, has a statutory right of withdrawal. A consumer is anyone who enters into a legal transaction for purposes that predominantly are outside their trade, business or independent profession (§ 13 BGB / German Civil Code).

Notification regarding withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days starting with the day on which the contract is concluded.

In order to exercise your right of withdrawal, you need to inform us

Studierendenwerk München Oberbayern Anstalt des öffentlichen Rechts

Abteilung Soziales

Helene-Mayer-Ring 9

80809 München

Email: soziales@stwm.de

by means of a clear notification (e.g. a letter sent with the post or an email) regarding your decision to withdraw from this contract. You may use the supplied sample withdrawal form; however, using it is not obligatory.

In order to stay within the withdrawal period, it is sufficient that you send off the notification about exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

Should you withdraw from this contract, we will refund all payments which we have received from you, including delivery costs (except additional costs resulting from you having chosen a different type of delivery than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days starting with the day on which we received your notification regarding your withdrawal from this contract. We will use the same means of payment for the refund that you used for the original transaction, except something else was explicitly agreed with you; under no circumstances will you be charged for a refund.

The right of withdrawal from a contract regarding the provision of digital content or participation in an event expires prematurely if the StwM has begun executing the contract or – in the case of an event – has already carried out the service and the participant has

- explicitly agreed that the StwM begins executing the contract before the withdrawal period has expired, and
- confirmed that they are aware of the fact that as a result of their consent they lose their right of withdrawal as soon as the contract is being executed.

Sample withdrawal form

(If you want to withdraw from the contract, please fill out this form and return it.)

To

Studentenwerk München Anstalt des öffentlichen Rechts

Abteilung Soziales

Helene-Mayer-Ring 9

80809 München

Email: soziales@stwm.de

– I/We (*) hereby withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*)

– Ordered on (*)/received on (*)

– Name of the consumer(s)

– Address of the consumer(s)

– Signature of the consumer(s) (only in the case of communication on paper)

– Date

(*) cross out whatever does not apply

End of the notification regarding withdrawal

9. Cancellation by participants

- (1) If a participant cancels their participation in an event, the StwM will refund the participation fee / course fee – provided the participant has already paid one – if the StwM receives the cancellation at the latest 14 days before the event is due to begin.
- (2) If the StwM receives the cancellation regarding participation within the 13 days prior to the start of the event, the participation fee / course fee will not be refunded.

Participants may prove that no loss whatsoever was caused or that it is substantially lower than that claimed by the StwM.

- (3) Notifications regarding non-participation are to be sent in text form, to the following email address:

soziales@stwm.de

10. Cancellation by the StwM; revocation by the StwM

- (1) The StwM reserves the right to cancel or stop an event for serious reasons, in accordance with the following provisions. A serious reason exists if it would be unreasonable for the StwM to carry out the event, after having taken into account all circumstances of that individual case and having weighed up both parties' interests against each other. A serious reason would be, in particular, if there is a serious danger of terrorist attacks, extreme natural phenomena, in case of force majeure (e.g. armed conflict, strikes, epidemics, disturbances), or if a speaker or other person who is essential for the content or for carrying out the event's programme is unable to attend, if they are taken ill or in the case of death.
- (2) If the event is cancelled in accordance with Item 10 (1), the obligation to pay the participation fee ceases. The participant can ask for a refund for payments that were already made. In the case of an event being stopped, the participant will merely receive a proportional refund. The participant is not entitled to further claims due to an event being cancelled or stopped, provided the StwM is not responsible for it being cancelled or stopped.
- (3) If the number of registrations for the event is so low that carrying out the event would be economically unreasonable for the StwM, taking into account the type of event and the planned set-up involved, the StwM has the right to announce its revocation of the contract up to three calendar days prior to the start of the event via email and to cancel the event.

11. Liability

- (1) The StwM is fully liable for intent and gross negligence. The StwM is not liable for slightly negligent breaches of duty. Other than that, the provisions set out in the following Items 11 (2) to 11(4) apply.
- (2) The StwM is liable for negligent breaches of obligations, whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the attainment of the purpose of the contract and whose observance the participant may regularly rely on ("Kardinalpflichten" / material contractual obligations). In the last case, however, the StwM is only liable for foreseeable loss or damage typical for this type of contract. The StwM is not liable for the slightly negligent breach of duties other than the ones mentioned in the preceding sentences.
- (3) Insofar as liability is excluded or limited in this section, this exclusion or limitation also applies to the personal liability of staff members, persons used to perform an obligation of the StwM and bodies of the StwM as well as to any subcontractors of the StwM.
- (4) The exclusions of liability described in this Item 11 do not apply in the case of injury to life, body and health or if the StwM gave a guarantee. Liability as per the German Product Liability Act remains unaffected.

12. Data Protection

The StwM processes personal data, which is collected in the context of registering for and participating in the event, in accordance with data protection regulations in force. Further information, especially on the purposes and the extent of the processing as well as on the rights of the data subjects can be found in the StwM's data protection information, which can be accessed at:

<https://www.studierendenwerk-muenchen-oberbayern.de/dse-binfo-21/>

13. Final provisions

- (1) Should one or more provisions of these Terms and Conditions be or become invalid, this does not affect the validity of the remaining provisions.
- (2) Changes to these Terms and Conditions require the written form. That also applies to the changing of the requirement of the written form.
- (3) Any claims resulting from or made in connection with these General Event Terms and Conditions are subject to German law.