

General Terms and Conditions for the Challenges in Computational Biology Workshop

3rd Challenges in Computational Biology: Protein Interaction Networks and Disease

20th November 2017, 9:00-17:00 hrs

Johannes Gutenberg University

Alte Mensa

Johann-Joachim-Becher-Weg 5

55128

Mainz, Germany

Organizers

Prof. Miguel A. Andrade-Navarro

Dr. Jean-Fred Fontaine

Dr. Gregorio Alanis-Lobato

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Registration and Payment

Registration via https://docs.google.com/forms/d/e/1FAIpQLSeO9IEVkiN0v11x0oOp-cOyXv7wp8CHkxPC0rf15KRpjppm7yQ/viewform?usp=sf_link

Payment via bank transfer as detailed in confirmation email.

1. General information

1.1 The General Terms and Conditions (“GTC”) apply for attendance and the corresponding registration fees for the above-named event, organized by the organizers stated above. No conflicting or deviating terms and conditions of the attendee shall be applicable.

1.2. Terms and conditions are subject to changes. Any alterations and changes obtain validity by publication on this website.

1.3. This offer is only valid for persons of legal age.

2. Registration and conclusion of contract

2.1. Registration for attending the event is possible solely through https://docs.google.com/forms/d/e/1FAIpQLSeO9IEV-kIN0v11x0oOpcOyXv7wp8CHkxPC0rf15KRpjppm7yQ/viewform?usp=sf_link, a Google Form setup by the organizers. On-site registration and payment is not possible.

2.2 Through the information provided on the website, the organizer makes an offer for the conclusion of the purchase contract. The attendee accepts the offer of the conclusion of the purchase contract by completing the process which leads to the final order page, then by clicking on the button "SUBMIT". In order to accept the offer, the attendee is required to have correctly filled in the order form including all required fields (marked "**") and to have accepted these terms and conditions.

2.3. After the reception of a confirmation e-mail sent by the organizers to the attendee, the latter must pay the registration fee according to the received instructions. The contract is concluded only after payment is completed. Registration is confirmed after that. The contract and also any amendments, supplements and ancillary agreements of any kind must be made at least in text form. The requirement as to form also applies for any amendment to or revocation of this clause stipulating the requisite form.

2.4 The number of participants can be regulated or “by invitation only”. Registrations are regarded in order of payment receipt. If attendance is not possible due to reached capacity, you will be notified immediately.

3. Prices

3.1. The price stated in the confirmation of attendance is the total price and binding for the attendee.

3.2. All prices include VAT if applicable. Additional shipping and/or delivery costs are not added unless displayed separately.

3.3 Any discounts (e.g. student fees) will be automatically applied. Discounts are given on presentation of proof only (e.g. student ID). Presentation of proof has to be given upon arrival to the event. If the participant cannot provide proof, they have to subsequently pay the margin between the discounted price and the full price to gain entry to the event.

4. Payment

4.1. Payment is made following the payment procedure detailed in the confirmation of attendance email, which includes an invoice for the attendee. Additional processing fees and/or service charges ought to be considered by the attendee. The total registration fee is payable immediately upon conclusion of contract and no later than the day of the event.

4.2. Applicable for payment through invoice: The organizer is entitled to withdraw from the contract if payment has not been made within 14 days of receiving the invoice. If the organizer withdraws from the contract, the attendee loses their right to attend the event. Any transference fees are the attendee’s responsibility.

4.5. In case of a backcharge (due to insufficient funds), the attendee has to cover any resulting damage, financial or otherwise. This includes bank charges and a processing fee (of the organizer) of 10.00 Euro per backcharge. In case of a backcharge, the organizer has the right to revoke the contract. The attendee loses their right of attendance to the event. This has no effect on any further claims of the organizer toward the attendee.

5. Right of Withdrawal

5.1. Cancellation Policy

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Right of Withdrawal:

If the customer is a consumer according to § 13 BGB, they have the right to withdraw from the contract within fourteen days without giving any reason. The withdrawal has to be in written form (e.g., a letter sent by mail, e-mail). It is possible to send an e-mail including the registration ID. The following contact information have to be used for withdrawals:

CCB 2017

Johannes Gutenberg University

Institute of Molecular Biology

Ackermannweg 4
55128
Mainz, Germany
Email: galanisl@uni-mainz.de
Phone: +49-6131-39-21584

The withdrawal period starts with reception of this cautioning in written form, but not before conclusion of contract and not before the organizer has fulfilled their duty according to Art. 246 § 2 i. V. m. § 1 Abs. 1 and 2 EGBGB as well as duties according to § 312g Abs. 1 Satz 1 BGB i.V.m. Art. 246 § 3 EGBGB. To meet the withdrawal deadline, it is sufficient to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of Withdrawal:

In case of an effective withdrawal, goods and services received on both sides as well as benefits, if applicable (e.g., interests), are to be returned. If the attendee cannot, only partly or in worse condition return received services and/or usage (e.g., advantages through usage), they have to reimburse the organizer. Any obligations for reimbursement of expenses have to be fulfilled within 30 days. This period starts for the attendee upon sending the declaration of withdrawal and for the organizer upon receiving it.

End of Declaration of withdrawal

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5.2. The right of withdrawal is terminated early if the organizer starts the service provisioning with the expressed consent of the attendee before the withdrawal period ends or if the attendee initiates the service provisioning.

6. Exchanges, Termination/Withdrawal

6.1. Invoice changes or transfer afterwards are charged with a 20.00 Euro processing fee by the organizer.

6.2. If the attendee no longer wishes to participate in the event, termination of the contract has to be given in writing or by e-mail to the organizer.

a) In the event of a termination/withdrawal up to 6 weeks before the event, attendance fee will be fully refunded minus a service charge of 10%.

b) In the event of a termination/withdrawal up to 2 weeks before the event, 50% of the attendance fee will be refunded.

c) In the event of a termination/withdrawal less than 2 weeks before the event, no refunds are given.

6.3. If the attendee cannot attend the event due to health reasons or an accident, they can appoint somebody to attend in their place. A service charge of 20.00 Euro applies.

6.4. Any other cancellation is only granted with a valid reason. No refunds are given in this case.

6.5. The contracting party reserves the right to prove minor expenses.

7. Services

7.1. The extend of the stipulated services of the respective event can be taken from the respective information brochures, registration forms, if applicable, and the organizer's confirmation of participation.

7.2. In case of failure to provide services according to the contract, the attendee has the right to corrective actions. Any failures have to be reported immediately. Any rights to a refund of the attendance fee due to lack of performance of stipulated services have to be claimed within 14 days after the end of the event.

7.3. The organizer reserves the right to last minute changes in the content of the event program if necessary and if it does not affect the object of the event. This includes, on rare occasions, a substitute speaker. The attendee will be notified about respective changes in due time.

7.4. Travel costs, accommodation and provisioning are not included unless specified explicitly in the description of the event. If the attendee does not or only partially make use of the offered services, they are not entitled to any refund of the attendance fee.

7.5. The attendee is not entitled to any specific problem solutions.

8. Cancelled/re-scheduled event

8.1. The organizer has the right to re-schedule, cancel or change an event in case of low attendance or other urgent reasons. This also applies to supporting and evening programs.

8.2. If an event is cancelled by the organizer, the attendee will be offered a refund. The organizer may cancel the event ten days prior to the start in particular if the required number of participants has not been reached. Shipping costs and

other fees are only refunded if the cancellation is due to intent or gross negligence of the organizer.

8.3. If an event is re-scheduled the attendee has the option to withdraw from the contract. The organizer is responsible to inform the contracting partners through the provided means (letter, e-mail, phone etc.) as soon as possible. Information provided this way are deemed sufficient. Any resulting costs for travel, accommodation etc. are only refunded if the failure to inform the attendee about the cancellation of the event was due to intent or gross negligence of the organizer.

8.4. If the event is cancelled, the refund will be paid within 14 days. The same applies if the attendee withdraws due to reasons stated above.

9. Copyrights and other rights

9.1. Presentations and provided material are protected by copyright and may only be used for private usage. Rights of use can be transferred only through an expressive written concession. Reproduction, distribution, derivation or public display of any kind are prohibited and require written permission of the organizer.

9.2. Sound or video recording as well as descriptions of the event and/or results partially or as a whole are not permitted.

10. Footage/Pictures

10.1. Attendees agree irrevocably and free of charge to the usage of photo and/or film material of their person through the organizer for all present and future media that exceeds display at a present-day event. This includes replication, broadcasting as well as usage for audio-visual media.

11. Liability

11.1. The organizer is not liable for any contractual, quasi-contractual, statutory, tortious or other legal reasons. The organizer and their vicarious agents are not liable for failure of any kind caused by circumstances beyond their control.

11.2. The organizer shall be liable for damages only if they or any of their agents violate an essential contractual obligation (cardinal obligation) in a way that compromises the intent of the contract or causes damage through gross negligence or wilful misconduct. If the culpable breach of an essential contractual obligation is not of gross negligence or wilful misconduct, the organizer's liability shall be limited to typical and foreseeable damages, limited to the registration fee. The organizer is further excluded from the liability of consequential or incidental damages.

11.3. The organizer is not liable for any damages, losses and accidents during travel to and from the event location.

12. Privacy policy

12.1. The attendee can visit the event websites without providing any personal data. Personal data is only collected when the attendee provides it (e.g. by registering to the event or contacting the organizers). Beyond that, no personal data is collected.

12.2. User data collected by the organizer (e.g., during the registration to event) will be stored, modified and transmitted only for the fulfilment of the event's purposes. This is necessary for the performance of the contract (e.g., admission control to the event).

12.3. By accepting these general terms and conditions, the attendee agrees: I allow my personal information to be stored in machine-readable form by the organizer. I further allow, for the intended purposes of the organization of the event, for my personal information to be collected, used, processed and displayed on the list of participants attending the event, publicly accessible. I can hide said information after registration in the overview of the list of participants or revoke this approval through e-mail to the organizer at any time.

13. Final provisions

13.1. The laws of the Federal Republic of Germany are applicable here, with the exclusion of the UN Convention for the International Sale of Goods (CISG) and other legal provisions, which are German law due to or through execution of international agreements or legal provisions of supranational organizations as long as they are not of obligatory nature. This also applies to claims from pre- and post-contractual obligations as well as legal claims that compete with contractual or pre- and post-contractual obligations.

13.2. Should any provision of this contract be or become invalid by yet unknown circumstances, the validity of the remaining provisions remains unaffected. The contracting parties are required to replace an invalid provision with a valid provision, which in its regulatory content matches the intention and purpose of the invalid provision as closely as possible. This also applies to contractual loopholes.

13.3. Place of performance shall be the organizer's headquarters.

13.4. Place of jurisdiction as far as legally permitted shall be the organizer's headquarters.