



# GENERAL TERMS AND CONDITIONS

## § 1 LEGAL SCOPE

To take part in events organized and offered by the Manastır Etkinlik Tasarım ve Yazılım Hizmetleri A.Ş. (hereinafter: Organizer), only these General Terms and Conditions (briefly: Conditions) are valid. Dissenting or conflicting terms and conditions of the participant will not be part of the contract – even if these are not expressly contradicted by the organizer unless there is an explicit written consent of the organizer to bear the terms and conditions of the participant. The following terms and conditions apply for the entire period of the contractual relationship between the organizer and the participants as well as for all services that are related to the booking and the participation in events of the organizer.

## § 2 CONCLUSION OF THE AGREEMENT

The agreement on participation over the entire period of the event is due to the sending of an electronic booking via the booking system implemented by XING Events GmbH or via e-mail and corresponding acceptance. The acceptance by the organizer must be in writing and done by sending an e-mail through the used booking system, or by explicit demand by the subscriber, through a manually written e-mail to the said party. A booking, respectively a ticket purchase, both via the implemented website booking system, as well as via e-mail correspondence is binding. The purchase is confirmed by an automated e-mail from the organizer. If the buyer does not receive the automated e-mail this does not release the buyer from his duties. The organizer is free to reject ticket purchases without notice which have not been made via the electronic booking system. If a contract is concluded in some other way than the electronic, the general legal provisions are applicable.



### § 3 PAYMENT, CANCELLATION AND DISCLOSURE TO THIRD PARTIES

As indicated on the website prices are net prices in euros. The currently applicable VAT will be added. The final price will be within the respective invoice and the payment is due without deductions at the noted deadline. The organizer reserves the right to refuse entry to participants to the events in case of an unpaid invoice. In case of delay of payment, the organizer is entitled to charge interest at the rate of 12% (in words: twelve percent) above the base rate without notice. A cancellation, respectively, a refund is according to § 2 not possible. A passing on of tickets to third parties is encouraged. However, the passing on of special tickets (e.g. Startuptickets, etc) need written approval from the organizer. The data entered in course of the ticket purchase can be digitally altered until the set deadline. For a subsequent modification of the data, the organizer reserves the right to charge processing fees in the amount of 10 € (in words: ten euros) per modification. A change or a transfer of the tickets on the day of the event is possible, however only after separate consultation with the organizer and a written agreement. The organizer reserves the right to change ticket prices individually and offer cooperation partners or similar third parties other prices than those officially communicated.

### § 4 LIMITATION OF LIABILITY

In case of cancellation or postponement of the event due to unforeseen political or economic events beyond the control of the organizer, or force majeure, there is no right to a refund of the ticket price. The organizer will announce a cancellation or postponement of the event immediately by appropriate means via website, newsletter or social media. Further claims for damages, such as loss of earnings, pro-rata labor costs or travel and accommodation costs, are also expressly excluded.

The owed service of the organizer is limited to the organization of the event. The organizer is not liable for the quality of lectures and presentations and in particular not for the loss of lecturers as well as the schedule and content of the event. Furthermore, the organizer assumes no liability for the accuracy and completeness of the lectures and presentations (keynotes, panels, workshops and others) provided. The participants have no claim for certain

program points and / or speakers. For damages, the organizer shall only be liable for gross negligence and / or willful misconduct. The organizer also is not liable for loss or damage of brought or acquired objects and excludes liability for personal injury. Any loss of profit is not replaced.



## § 5 BEHAVIOR AT THE EVENT

If the participant has not received access to the event in the context of a partnership agreement with the organizer, an unusual active campaigning for himself or a third party is prohibited at the event. In any case unusual campaigning are all forms of advertising, which reserves the organizer its partners, such as the operation of an exhibition stand or distributing leaflets. Upon any violation of this behavior, the organizer is entitled to charge a penalty fee amounting to 5.000 € (in words: five thousand euros) and to exclude the participant from the event. The participant is not entitled a reimbursement of costs or the ticket fees in this case. Further claims for damages of the organizer remain unaffected. If the participant behaves unseemly, illegal or even damaging to the organizer at the event, the organizer is also entitled to exclude the participant from the event. The participant is not entitled to any reimbursement of costs or ticket fees in this case. The organizer leaves the right to additional compensation claims to be asserted.

## § 6 COPYRIGHTS

Unauthorized copying, processing or other use of the published data by the organizer is allowed only with the written consent of the organizer. Any further processing, copying, distribution or publication constitutes a breach of copyright.

## § 7 CHANGES

The organizer reserves the right to change the program, the speakers, the location and all other organizational agendas, even at short notice.

## § 8 SPECIAL TICKET CATEGORIES

### TALENT PASS

A talent pass can only be purchased if the person will be under 27 years at the time of the event. In addition, a certified photo ID is mandatory and needs to be shown before and during the event. Participants with an invalid or non-existent photo ID during the admission control must pay for a regular ticket with the current fees. If the participant can not pay the remaining fee the organizer reserves the right to refuse admission to the event and still charge the normal ticket fee (ticket fee at the time of the event without deduction) later on.



## STARTUP PASS

A startup pass can only be purchased by a startup founder, whose enterprise has been founded less than three years ago and has acquired a funding sum of less than EUR 150.000 at the time of the event. Startup passes are only available following pre-registration. The applicant commits to provide only truthful and complete information about him- or herself and his or her startup during pre-registration. The organizer reserves the right to deny any pre-registration, even without giving reasons. Applicants, whose pre-registration is approved and who have provided incomplete or untruthful information, must pay for a regular Festival Pass at the effective rate at the time of the event. Failing that, the organizer reserves the right to deny admission to the event without reimbursement of costs.

## MEDIA PASS

Media passes are only available following pre-registration for full-time journalists (current articles/contributions verifiable). The applicant commits to provide only truthful and complete information during pre-registration. The organizer reserves the right to deny any pre-registration, even without giving reasons. Applicants, whose pre-registration is approved and who have provided incomplete or untruthful information, must pay for a regular Festival Pass at the effective rate at the time of the event. Failing that, the organizer reserves the right to deny admission to the event without reimbursement of costs.

## § 9 PERSONAL DATA

By buying a ticket the participant agrees that his data may be transferred to third parties, especially to partners of the organizer for advertising purposes. Furthermore, the participant expressly agrees that the company name, the company logo or the word and figurative mark, and photo and video material at the event may be used particularly but not exclusively for the promotion of upcoming events of the organizer.



## § 10 APPLICABLE LAW, JURISDICTION, SALVATORIC CLAUSE

The place of jurisdiction for all disputes which may arise in connection with the partnership agreements and these Terms and Conditions is Turkey. For all legal relationships between the Manastır Etkinlik Tasarım ve Yazılım Hizmetleri A.Ş. and the participants, Turkish law shall apply exclusively. If any provision of this contract should be invalid or unenforceable or become invalid or unenforceable after the conclusion, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision a valid and enforceable provision should be applied with effects which come closest to the economic objectives which the parties have pursued originally. The foregoing provisions shall apply correspondingly in the event that the contract proves to be incomplete. If differences of opinion in the interpretation arise the English language shall prevail as a reference point to interpret this contract.