

General Terms and Conditions for Participation in DAGA Conference 2021



Vienna, December 2020

amended on March 04, 2021 on the occasion of the extension to a hybrid event

The Annual German Conference on Acoustics 2021 (DAGA 2021) is hosted by the Austrian Academy of Sciences (ÖAW) together with the German Acoustical Society (DEGA). When a participant registers to the conference, a contract is concluded between ÖAW and the participant or his/her company or institution.

1. Registration and invoice

The binding registration for the DAGA conference is to be made by the participant via the online form on the DAGA website. By enrollment, the registered person acknowledges the General Terms and Conditions (GTC) as stated in this document. Should individual provisions of these GTC contradict mandatory statutory provisions (in particular the provisions of the Austrian Consumer Protection Act), the remaining provisions of these GTC shall nevertheless remain valid.

The personal and contact details provided during registration must be correct and up to date. Changes must be reported to DEGA immediately (preferably by email to tagungen@dega-akustik.de).

After successful registration, the registered person will receive an email including the registration confirmation and invoice. Invoice dispatch by mail (as letter) is possible against payment of a surcharge of € 3. The invoice is issued by DEGA on behalf of the ÖAW.

2. Payment

The conference fees must be paid immediately upon receipt of the invoice. Attendance at the conference is only possible upon receipt of the conference fee. In case this fee has not been received by the named conference bank account prior to the conference opening, an payment needs to be made, either by debit note or by credit card payment, onsite *[NEW:] or in the case of online participation, at the latest before the announcement of the access data to the online congress platform*. This regulation also applies to on-site registrations.

3. Withdrawal and cancellation of registration by the participant

The organizers must be notified in writing of any withdrawal or cancellation of participation (preferably by e-mail to tagungen@dega-akustik.de).

Registered persons who are consumers in the sense of the Consumer Protection Act can withdraw within 14 working days after the registration date, without giving reasons, but only before the start of the event. It is sufficient if the notice of withdrawal is sent out within this period. In the event of withdrawal, any participant fees already paid will be refunded to the registered person(s), minus any credit card or bank charges which arose in the course of registration. If the event has already started, there is no right of withdrawal.

A cancellation received not later than 30 June 2021 can be made free of charge. The day on which the cancellation is received by DEGA applies. If the conference fee has already been paid, it will be refunded less any credit card or bank charges incurred and less a processing fee of 8 € for full-payer, members and pensioners, and 4 € for students.

In case of cancellation after 30 June 2021, a cancellation fee of 20% of the invoice amount will be charged, or retained when the already paid conference fee is refunded. In addition, any credit card or bank fees incurred will be deducted from the amount of refund.

The cancellation fee will be waived if the company or institution registers a substitute person for DAGA 2021 as participant instead of the prevented registrant at the respective applicable conditions. In this case, the already paid fee can be transferred to the substitute person without cancellation fee. Should a balance be charged, it must be paid immediately.

The direct transfer of a registered person to another person is generally not possible. Instead, the participation must be cancelled as described before and the other person must be newly registered at the respective valid conditions. Subsequently, a transfer of the participation fee can be made if desired.

A refund of the conference fee in case of cancellation after the beginning of the event is not possible.

4. Rights of use for contents of conference contributions

By submitting a contribution to DAGA conference, the author confirms that his/her contribution has been composed according to the recognized standards of scientific work and that he/she owns the rights of use and exploitation for all content used, including images, maps, fonts and the like. He/she bears full responsibility for the content published by him/her. If copyrights or personal rights of third parties are violated by the conference contribution, the author is solely liable.

With the submission of a manuscript, the author transfers the non-exclusive rights of use and exploitation, unlimited in time, space and content, of the manuscript to DEGA as well as to the Austrian Academy of Sciences, in particular for the purpose of reproduction, distribution, provision and publication, and assures that all co-authors also transfer their rights in this respect and are listed as authors.

Furthermore, the author confirms that his/her DAGA manuscript has not been published elsewhere before. The author may, with the consent of the co-authors, publish his/her submitted manuscript on his/her own website with the DAGA logo as published by the organizers after publication with a reference to the source.

5. Data protection

The participant data will be collected, processed and stored by the organizers and their contracted IT service providers in accordance with the European Data Protection Regulation. The data protection declaration for DAGA 2021 applies, which is available for viewing at <https://www.daga2021.eu/en/registration>.

6. Liability, change of event format, event cancellation and termination

The organizers assume no liability for program changes or cancellations. If individual program items deviate from the program announcements, the organizers assume no liability for this. Compensation for expenses incurred and other claims against the organizers cannot be derived from this. The same applies to postponements of dates that become necessary at short notice.

In principle, the organizers are only liable for damages in case of intent and gross negligence, with the exception of damages to persons. The existence of slight or gross negligence must be proven by the injured party, unless it is a consumer transaction. Compensation for consequential damage and pure financial loss is excluded in its entirety in relation to entrepreneurs. No liability whatsoever is accepted for the correctness of the form or content of the information in the event documents.

[NEW:] On March 04, 2021 DAGA 2021 was expanded to a hybrid event with on-site as well as online participation options. The participation mode (on-site or online) must be specified during registration, but can also be changed later in the registration account.

If another outbreak of the Covid19 pandemic or similar is foreseeable for the summer of 2021, DAGA 2021 will be held ~~as a hybrid event, i.e. with both on-site and online participants, or~~ entirely virtual, depending on regulatory requirements/recommendations or legal restrictions or corresponding considerations.

If a journey to the conference venue is not possible or desired due to a Covid19-related travel ban, a travel warning or similar, the registered person also has the option of ~~expressing his/her interest in virtual participation~~ *[NEW:] to participate online instead of cancellation. For this purpose, the corresponding information in the login area is required. However, the prerequisite for this is that at least 250 interested parties register for virtual participation by 30 June 2021. The interest in this will be queried during online registration and can be changed there in the login area until this date.*

The decision about the final event format will be made - if possible - at the latest 6 weeks before the event starts. Should an unforeseeable or unexpected Covid19 outbreak occur within the 6 weeks prior to the start of the event, the organizers reserve the right to hold the event ~~as a hybrid event or~~ as an online event even at short notice. If the change of the event format results in a price reduction for the participants, the overpaid amount will be refunded. For this purpose, the registered person(s) must notify DEGA in writing of his/her/their account details in connection with his/her/their registration number by 01 December 2021 at the latest (preferably by e-mail to tagungen@dega-akustik.de). Claims after this date are forfeited against entrepreneurs.

The organizers further reserve the right to divide DAGA 2021 into several individual events with separate premises and accesses in the case of official requirements.

Prior to DAGA 2021 – in particular before arrival – the registered person must inform himself/herself of any changes to the event format via the event website www.daga2021.eu without being requested to do so. Furthermore, all registered persons will be informed of any significant changes to the event via the e-mail address they provided during registration.

If the entire conference has to be cancelled, conference fees already paid will be refunded minus any credit card fees incurred. For the refund, the registered person must notify DEGA in writing of his/her account details in connection with his/her registration number by 01 December 2021 at the latest (preferably by e-mail to sleuss@dega-akustik.de). Claims after this date are forfeited against entrepreneurs. The organizers are generally not liable for any additional costs incurred by the participant.

In the event that a break-off of the already started conference is unavoidable, only that proportionate fee can be refunded which – converted to all participants – will be waived to the organizers after break-off by all contracted landlords and service providers.

7. Hygiene measures in the context of the Covid-19 pandemic

If the Covid-19 pandemic persists until the event, the security measures then in force must be observed. The organizers' hygiene concept will be available in good time before the start of the event at the web link <https://www.daga2021.eu/en/registration>. All persons present at DAGA 2021 are obliged to comply with the hygiene rules listed therein.

8. General remarks

Austrian law shall apply. The place of jurisdiction is Vienna.