

## **EFESO Management Consultants**

### **General Terms and Conditions for events**

#### **1. Application, registration, confirmation of participation**

- (1) The registration of a consumer (private individual) or company (hereinafter referred to as the "Customer") for an event organized by one of the companies listed in the "Scope" section (hereinafter referred to as the "Organizer") may be submitted by mail, email, or via the Organizer's website.
- (2) Upon receipt of the registration, the participant is considered registered and will receive written confirmation of registration. If the event is fully booked, the Organizer will inform the Customer without delay. The registration becomes binding only once the Customer receives written confirmation of participation from the Organizer (via mail or email).
- (3) For every registration made by the Customer via the Organizer's website – or in the case of any booking process carried out without prior registration – the Organizer's applicable General Terms and Conditions shall apply.
- (4) In individual cases, registration may also take place – particularly in the case of online bookings – via external service providers (e.g. LinkedIn, ZOOM, etc.). In such cases, the applicable terms and conditions of the respective platforms shall also apply.

#### **2. Participation fees**

The participation fees stated in the Organizer's publications or in the individual offer shall apply, plus applicable statutory VAT.

#### **3. Rebooking, cancellation, substitute participant**

- (1) Rebookings or cancellations are possible free of charge up to 21 days before the start of the event. From the 20th day prior to the event, rebookings or cancellations are no longer possible, and the full participation fee remains due.
- (2) If a registered participant is unable to attend, a substitute participant from the same company may take their place at no additional cost. Private individuals (consumers) are not entitled to appoint a substitute participant.

#### **4. Duties to inform about the non-existence of a legal right of withdrawal for consumers (private person) according to § 312 d BGB**

- (1) In accordance with Section 312g (1) of the German Civil Code (BGB), consumers are generally entitled to a right of withdrawal under Section 355 BGB for contracts concluded outside business premises and for distance contracts. However, the law also provides for exceptions. Registration for an event constitutes such a legal exception.
- (2) Pursuant to Section 312g (2) Sentence 1 No. 9 BGB, there is no right of withdrawal for contracts relating to participation in events. This means: if a Customer registers for an event in their capacity as a consumer (private individual), no statutory right of withdrawal applies.

#### **5. Cancellation of events**

- (1) The Organizer reserves the right to postpone or cancel the events offered in the program in the event of insufficient demand, underbooking, unavailability of the lecturer, or other reasons beyond the Organizer's control (e.g. sudden illness of the speaker, force majeure, etc.) – even after confirmation of participation – but no later than 14 days before the start of the seminar.



(2) Affected participants will be informed immediately. In the event of cancellations, the Organizer will make every effort to offer alternative dates. The Organizer kindly asks participants to take this into account when booking flights or train tickets.

(3) Participation fees already paid by the participant will be refunded. If the participant has booked the event via a social media platform, the refund policies of that platform shall apply in addition.

(4) Liability and claims for damages are excluded, unless caused by intent or gross negligence on the part of the Organizer. This also applies to hotel rooms or flight/train tickets booked by the participant. Claims relating to injury to life, body, or health remain unaffected by this limitation of liability.

## **6. Reservation of right of modification**

The Organizer reserves the right to make short-term changes or deviations to the content, methodology, or organization of a seminar, provided that the overall benefit for the participants remains unaffected. The Organizer is also entitled to replace designated speakers with other equally qualified speakers. Any changes in date or location will be communicated to the participants in a timely manner.

## **7. Conference documents, copyright**

(1) The accompanying information and conference materials will be distributed at the beginning of the event and may include presentations, methods, guidance, or references to further literature.

(2) The Customer is expressly informed that all information and conference materials are protected by copyright. Any reproduction, distribution, or public disclosure requires the Organizer's prior written consent. Any form of recording during the event is prohibited and will result in exclusion from the event.

## **8. Liability**

The organizer is not liable for the contents of the conference lectures or conference documents, provided that there is no intentional or grossly negligent fault of the organizer or a vicarious agent of the organizer.

## **9. Retention of title**

(1) In the case of contracts with consumers in accordance with § 13 BGB (German Civil Code), the organizer reserves the right of ownership of the event documents until the event price has been paid in full.

(2) In the case of contracts with entrepreneurs according to § 14 BGB, the organizer reserves the right of ownership of the event documents until all claims arising from the current business relationship with the customer have been settled in full.

## **10. Data protection**

The data processing is carried out in accordance with the applicable regulations of the Federal Data Protection Act. The organizer collects, processes and uses personal data of the customer. Further information on data processing and data protection is contained in the [data protection declaration](#) of the organizer.

## **11. Final provisions**

(1) The Organizer reserves the right to amend these General Terms and Conditions (GTC). Changes to the terms of use will be communicated to existing customers in text form at least four weeks before they take effect. A reference to the website where the current version of the GTC can be accessed is sufficient. If no objection is raised within one month of receipt, the changes shall be deemed accepted. In the event of a timely objection, the contract shall remain unchanged.



(2) These GTC and the legal relationship between the Customer and the Organizer shall be governed exclusively by German law. For consumers, this choice of law applies only insofar as it does not restrict any mandatory legal provisions of the country in which the consumer has their residence or habitual abode. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(3) Any side agreements or amendments to the contract must be made in writing. In commercial transactions with merchants, legal entities under public law, or special funds under public law, the place of jurisdiction for legal disputes shall be the registered office of the Organizer. For Customers who are not merchants, the place of jurisdiction shall be determined by their place of residence, unless claims are asserted by the Organizer through a dunning procedure. The place of performance is Munich.

(4) (4) Should one or more provisions of these GTC be or become invalid, this shall not affect the validity of the remainder of these GTC.

## **12. Information on the provider**

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c/o ROI-EFESO Management Consulting AG  
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Status: May 2025

## **13. Scope**

These General Terms and Conditions (GTC) apply to all business relationships with the following companies of EFESO Management Consultants:

- Tsetinis Consulting Deutschland GmbH, Fallenbrunnen 15, 88045 Friedrichshafen, Germany
- Aioneers GmbH, Q7 24, Business Center Mannheim, 68161 Mannheim, Germany
- ROI-EFESO Management Consulting AG, Infanteriestrasse 11, 80797 Munich, Germany
- Ing. Tsetinis Beratungs GmbH, Urstein Sued 9 / Top 301, 5412 Puch, Austria
- EFESO Consulting Austria GmbH, Kochgasse 14, 1080 Vienna, Austria