

General Event Terms and Conditions for the Meet & Greet hosted by Chamäleon Berlin

1. Scope

These event terms and conditions apply to the execution of the visitBerlin Meet & Greet Event (hereinafter referred to as "Event") and the issuance of admission tickets through Chamäleon Berlin GmbH for participation in the Event. Participation in this Event is only possible under the following conditions, which participants agree to when registering for the Event. We therefore ask all participants to read these terms carefully. The organizer is Berlin Tourismus & Kongress GmbH, Schöneberger Straße 15, 10963 Berlin (hereinafter referred to as "visitBerlin").

The organizer reserves the right to change these terms at any time, before the start of the Event and will inform users of any changes before they take effect.

2. Eligibility, Number of Participants, and Conclusion of the Participation Agreement

- a) Participation in the Event has a fee of EUR 10,00 net + VAT charged through Chamäleon Berlin GmbH.
- b) Participation in the Event is only possible on-site. There is no option for online participation.
- c) The number of on-site participants is limited due to the size of the event area and the applicable infection protection measures. The maximum number is reached when no more on-site tickets are available.
- d) Registration for the Event is required and can only be completed through our partner Time Change GmbH via the official website [Home | ITB Meet & Greet - Chamäleon Berlin](#). Registration is done by filling out and submitting the registration form via the booking tool. Registration equals an application and does not guarantee access to the event. visitBerlin reserves the right to accept or reject an application. Acceptance is granted after reviewing the data by visitBerlin. The participant will receive a separate written confirmation or rejection. In case of confirmation a link to the official payment website of Chamäleon Berlin GmbH will be sent via email. Based on availability, the participant will receive a personalized online ticket sent to the email address provided during registration. The contract between the participant and the organizer is concluded upon receipt of the ticket. The registration deadline is Friday, February 28th, 2025, at 11:59 PM.
- e) It is prohibited to sell or transfer admission tickets, whether for payment or free of charge.

3. Cancellation and Changes to the Event

- a) visitBerlin reserves the right to cancel or postpone the Event for reasons beyond its control. Any cancellations or rescheduling will be announced immediately by an appropriate means of communication.
- b) If the Event is cancelled or postponed for any reasons beyond the organizer's control, the organizers are not liable for any expenses incurred by participants in connection with the Event, such as travel or accommodation costs.
- c) visitBerlin may also make changes to the announced program without entitling participants to any claims.

4. Admission and Exclusion from the Event

- a) Admission to the on-site Event is only permitted with a valid personalized ticket and a photo ID (or a similar proof of identity if no official ID is available), which must be presented to staff at the reception counter of the stand of Berlin Brandenburg Capital Region located at the HUP27 Stand304.
- b) visitBerlin reserves the right to introduce short-term hygiene protection measures if necessary.
- c) Entry to the Event will be denied if the ticket holder's identity does not match the official photo ID and/or if all three required documents are not presented.

5. House Rules

- a) During the Event, visitBerlin and the appointed security staff will exercise the house rules. visitBerlin is entitled to issue expulsions or bans and take other appropriate measures as part of the house rules. Participants may be removed from the Event if they disrupt proceedings, harass other participants, or violate applicable hygiene regulations significantly or repeatedly. Entry may also be denied if there is a justified suspicion that the participant will disrupt the Event or harass other attendees.
- b) Smoking is only permitted outside enclosed spaces.
- c) The following items are prohibited:
 - Knives, weapons, and similar dangerous objects
 - Glass bottles and containers over 0.5 L capacity
 - Gas spray cans, caustic or staining substances, or pressurized containers for flammable or harmful gases (except commercially available lighters)
 - Any legally regulated substances
 - Containers made of fragile or breakable material
 - Fireworks, flares, or other pyrotechnic items
 - Flags, banner poles
 - Mechanically or electrically operated noise instruments
 - Animals (except assistance dogs)
 - Racist, xenophobic, or radical propaganda material
 - Professional audio or video recording devices, unless brought by accredited media representatives
- d) The organizer or an authorized representative has the right to inspect vehicles, bags, and clothing for prohibited items. visitBerlin reserves the right to prohibit the carrying of bags or similar containers in certain areas. Refusal to comply with inspections may result in expulsion.
- e) Individuals under the influence of alcohol or drugs may be denied entry or removed from the sight.
- f) The house rules displayed on the day of the Event shall also apply.

6. Photo and Video Recordings

- a) Visitors may take photos and videos for private use, provided they respect the rights of other attendees. Commercial use of such recordings requires prior written consent from the organizers.
- b) visitBerlin (or third parties commissioned by visitBerlin) reserves the right to take photos and videos within legal limits. These recordings will be used for tourism promotion of Berlin and as a conference destination. They may be reproduced, processed, and publicly displayed exclusively for this purpose. Participants consent to potentially being recorded during the Event and to the publication or use of these recordings without any claim to compensation.

7. Liability

visitBerlin is liable for damages related to the Event only in cases of willful misconduct or gross negligence. This limitation of liability does not apply to damages resulting from injury to life, body, or health caused by visitBerlin or its legal representatives or agents. It also does not apply to damages caused by breach of essential contractual obligations that enable proper contract execution and upon which the participant regularly relies.

8. Privacy Policy

8.1 The controller within the meaning of Art. 4 No. 7 GDPR for data processing, depending on the type of data processing (see section 2.2), individually or jointly, is:

Berlin Tourismus & Kongress GmbH, Schöneberger Straße 15, 10963 Berlin

Managing Directors: Burkhard Kieker, Sabine Wendt

Tel. +49 30/250025

Email: info@visitberlin.de

Registered with the Berlin-Charlottenburg District Court under registration number HRB 48652

As the event organizer, Berlin Tourismus & Kongress GmbH is responsible for processing within the meaning of Art. 26 GDPR for all data processing activities.

8.2 In connection with participant registration, the following personal data will be collected and processed:

- First and last name
- Company name
- Email address
- Country of origin
- Telephone number
- Acceptance of the participation conditions (time and date)
- Registration/Ticket number
- Industry
- Destination Promotion
- Date and time of event participation

8.3 Video and photo recordings (including by drone and/or helicopter) may be taken. If a person is clearly recognizable in photos or videos, said person can object to the use of photos and videos in which you are by sending an e-mail to info@visitBerlin.de.

8.4 The personal data as per section 8.2 will be processed to organize and conduct the event, particularly for entry management (verification of participation eligibility). The data will subsequently be integrated into the overall event system for entry management. The legal basis for processing is Art. 6(1)(b) GDPR (performance of a contract). We also reserve the right to compare invited participants to avoid duplications. The legal basis for this is our legitimate interest under Art. 6(1)(f) GDPR. For information on your right to object, see section 7 below.

8.5 Berlin Tourismus & Kongress GmbH reserves the right to send participants information about the event before, during, and after the event via email. No separate consent is required under Section 7(3) UWG. The data processing is based solely on our legitimate interest in providing information/advertising under Art. 6(1)(f) GDPR. For information on your right to object, see section 7 below.

8.6 The personal data specified in section 8.2 will also be processed to comply with other legal obligations imposed on the organizer (especially commercial and tax law). The legal basis is Art. 6(1)(c) GDPR (compliance with a legal obligation). Photo and video recordings mentioned in section 8.4 will be used for press and public relations purposes and published on the websites and social media accounts of Berlin Tourismus & Kongress GmbH. These recordings will only depict groups or will not be personally identifiable. The legal basis is our legitimate interest in press and public relations under Art. 6(1)(f) GDPR. If individual recordings are made, separate informed consent will be obtained in accordance with Art. 6(1)(a) GDPR.

8.7 Personal data will be shared with other jointly responsible controllers as required by GDPR compliance.

We also work with service providers for event execution and organization (registration portal, email, entry management, IT and hosting, photo/video recordings), who act on our behalf and may have access to the data. Data posted on websites or social media platforms are visible to all users worldwide. Social media providers (Twitter, YouTube, Facebook, Instagram, LinkedIn) have their own terms and privacy policies.

8.8 No transfer of personal data to third countries outside the EU or EEA is planned. Regarding the publication of data on websites or social media accounts, please refer to the privacy policy at <https://www.visitberlin.de/en/privacy-policy> or the specific consent requests.

8.9 Google Maps: Our website uses Google Maps (API) from Google Ireland Limited. For details on data collection and processing, please refer to Google's privacy policy: <https://www.google.de/intl/en/policies/privacy/>.

When accessing the pages on which the Google Maps map is embedded, information about your use of our website (such as your IP address) is transmitted to Google servers and stored there. This may also involve transmission to the servers of Google LLC in the USA. This occurs regardless of whether Google provides a user account through which you are logged in or whether a user account exists. If you are logged into Google, your data will be directly linked to your account. If you do not wish for this association with your Google profile, you must log out before activating the button. Google stores your data (even for users not logged in) as user profiles and analyses them. The collection, storage, and analysis are carried out according to Article 6, Paragraph 1, Letter f of the GDPR, based on Google's legitimate interest in displaying personalized ads, market research, and/or the tailored design of Google websites. You have the right to object to the creation of these user profiles, but you must contact Google to exercise this right. If you do not agree with the future transmission of your data to Google as part of using Google Maps, there is also the option to completely deactivate the

Google Maps web service by disabling JavaScript in your browser. Google Maps, and thus the map display on this website, cannot be used in that case. You can view the Google Terms of Service at <https://www.google.de/intl/de/policies/terms/regional.html>, and the additional Terms of Service for Google Maps are available at https://www.google.com/intl/de_US/help/terms_maps.html. Detailed information on data protection related to the use of Google Maps can be found on Google's website ("Google Privacy Policy"): <https://www.google.de/intl/de/policies/privacy/>. As far as legally required, we have obtained your consent for the data processing described above in accordance with Article 6, Paragraph 1, Letter a of the GDPR. You can withdraw your consent at any time with effect for the future.

8.10 Data will be stored until contract fulfilment unless legal retention periods (typically 6-10 years under commercial and tax law) require longer storage.

Photos and recordings will be processed until they are no longer needed.

8.11 Under GDPR, you have the following rights regarding your personal data:

- Right of access (Art. 15 GDPR), request information about your personal data processed by us. In particular, you can request information about the purposes of processing, the category of personal data, the categories of recipients to whom your data has been or will be disclosed, the planned retention period, the existence of a right to rectification, deletion, restriction of processing, or objection, the existence of a right to lodge a complaint, the origin of your data if it was not collected by us, and the existence of automated decision-making, including profiling, and, if applicable, meaningful information about the details of such processing;
- Right to rectification (Art. 16 GDPR), request the immediate correction of inaccurate or completion of your personal data stored with us;
- Right to erasure (Art. 17 GDPR), request the deletion of your personal data stored with us, unless the processing is necessary for the exercise of the right to freedom of expression and information, the fulfilment of a legal obligation, for reasons of public interest, or for the establishment, exercise, or defence of legal claims;
- Right to restriction of processing (Art. 18 GDPR), request the restriction of the processing of your personal data if you contest the accuracy of the data, if the processing is unlawful but you oppose the deletion, or if we no longer need the data, but you need it for the establishment, exercise, or defence of legal claims or if you have objected to the processing under Article 21 GDPR;
- Right to data portability (Art. 20 GDPR), receive your personal data that you have provided to us in a structured, commonly used, and machine-readable format or request its transmission to another controller if the processing is based on consent (right to data portability);
- Right to withdraw consent (Art. 7(3) GDPR), withdraw your consent given to us at any time. This means that we are no longer allowed to continue processing the data based on this consent in the future;
- Right to lodge a complaint (Art. 77 GDPR), file a complaint with a supervisory authority if you believe that the processing of your personal data violates the GDPR. You can find the contact details of the supervisory authority responsible for us below.

Right to object:

- According to Article 21 GDPR, object at any time to the processing based on Article 6(1)(f) GDPR for reasons arising from your particular situation;
- According to Article 21 GDPR and Section 7 UWG, object at any time to the processing of personal data for advertising purposes or its use for advertising purposes.

To exercise your rights also regarding the agreement made by the jointly responsible parties in accordance with Article 26 GDPR, you may contact datenschutz@visitBerlin.de.

8.12 Data Protection Officer:

TÜV Rheinland i-sec GmbH, Mr. Oliver Gröger, Alboinstraße 56, 12103 Berlin,
datenschutz@visitBerlin.de

8.13 Supervisory Authority:

Berlin Commissioner for Data Protection and Freedom of Information: Meike Kamp, Alt-Moabit 59-61, 10555 Berlin, Tel.: +49 (0)30 13889-0, mailbox@datenschutz-berlin.de

9. Right of Withdrawal & No-Show Policy

Participants do not have a right of withdrawal. According to Section 312g II No. 9 of the German Civil Code (BGB), the statutory right of withdrawal does not apply to consumer contracts for the provision of services in the areas of accommodation for purposes other than residential use, transportation of goods, car rentals, delivery of food and beverages, and the provision of other services related to leisure activities, if the contract specifies a specific date or period for the provision of the service. A contractual right of withdrawal is explicitly not agreed upon.

Participants have the option to transfer the ticket to an eligible person up to 48 hours prior to the start of the event. Please advise via email kooperation@visitBerlin.de

In the event of a no-show or cancellation, no refund will be given as compensation for expenses. The no refund policy is based on the costs incurred in connection with the organization of the event, i.e. costs for location, organisation and staff. No-shows generally result in other interested parties being denied the opportunity to participate.

10. Miscellaneous

- a) The application of German law is agreed upon, with the provision that the customer is not deprived of the protection granted to them by the provisions that cannot be deviated from by agreement under the law that would apply in the absence of a choice of law, as per Article 6(2) of the Rome I Regulation.
- b) Berlin is agreed as the place of performance for all obligations arising from the contract. For consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection granted by mandatory provisions of the law of the state in which the consumer has their habitual residence. The UN Sales Convention is excluded.

- c) The organizers reserve the right to change these terms and conditions at any time. The version of the terms and conditions that was announced at the time of registration applies to the visitor, and their acknowledgment of these terms has been confirmed.
- d) Should individual regulations of these terms and conditions be or become invalid, the remaining regulations will remain effective.

The event is organized by:

Berlin Tourismus & Kongress GmbH

Schöneberger Straße 15

10963 Berlin

Tel.: +49 30/ 25 00 25

Fax: +49 30/ 25 00 24 24

E-Mail: info@visitberlin.de

Managing Directors: Burkhard Kieker, Sabine Wendt

Chairman of the Supervisory Board: Oliver Schuhmacher

Commercial Register: Charlottenburg District Court, HRB 48652

VAT ID No.: DE 160 475 096

As of: February 2025