

GENERAL TERMS AND CONDITIONS FOR SEMINARS AND EVENTS

Section 1 Scope of application

- (1) These General Terms and Conditions for Seminars and Events ('Terms and Conditions') apply to events, seminars, courses and meetings (hereinafter, unless otherwise specified, "Events") organized and held by ClimatePartner Italia S.r.l, with registered office in Varese (VA), Via Vasche no. 2 and operational headquarters in Milan, Via Vittor Pisani no. 15 (hereinafter 'CP').
- (2) The range of Events offered by CP are exclusively aimed at companies and business users. Natural persons applying to Events conducted by CP will be therefore considered as if in the exercise of their duties or business or professional functions. Consumers, as defined by law, cannot become contractual partners and are obliged to indicate their status as consumers when applying, otherwise the participant will be treated as a business user. The express written consent of CP is required in order for consumers' applications to be valid.
- (3) These Terms and Conditions apply exclusively. Unless CP has expressly agreed to the deviation in writing, conflicting or deviating provisions of the participant will not be accepted, even if CP provides a service in knowledge of these deviating provisions.
- (4) The more specific provisions set out in the respective individual application as well as individual agreements made with the participant on a case-by-case basis take precedence over these General Terms and Conditions.

Section 2 Application and conclusion of contract

- (1) A contract regarding participation in CP Events is only concluded after CP has issued written confirmation of application to the participant. Unless otherwise agreed, the application is to be sent directly to CP in electronic written form to the address specified in the application form.
- (2) The application must reach CP by the application deadline specified in each case. The application is binding, except for the cases of Events categorized as 'Online Academies' and 'Deep Dives'. In the last mentioned case, however, registration must be made at least 24 hours before the start of the Event.

Section 3 Changes to the Event

- (1) CP shall endeavour to hold the Events as advertised. However, CP expressly reserves the right to make fundamental organisational changes to seminars and conferences (including but not limited to: changes to the location, details of the agenda, speakers, and type of catering), as well as the possibility of postponing the Event where CP considers it appropriate, provided that this does not affect the overall nature of the Event. If this is the case, the participant will be informed as soon as possible and without delay.
- (2) Where Events are to take place in natural surroundings, such as mountain forest projects and tree planting campaigns, the choice of Event location and content (for example, the choice of tree species in planting campaigns) is dependent upon the local project partner and forestry planning as well as weather conditions. The right to make necessary changes must therefore be reserved. Outdoor events may also take place away from footpaths; for this reason, CP makes no guarantee of the availability of parking, sanitary facilities, shopping facilities, or other comparable amenities.

Section 4 Cancellation of the Event

- (1) CP is entitled to cancel an Event on economic or organisational grounds, at any time. In this case, CP undertakes to inform the participant of any Event cancellation immediately. This also applies should the Event be unable to take place due to force majeure.
- (2) In this case, CP will refund any participation fees which have already been paid. No further claims can be derived from this. In particular, CP will not reimburse the following: any cancellation or rebooking fees for transport booked by the participant; costs for overnight accommodation; or costs for loss of work.

Section 5 Liability for compensation and obligations to cooperate

- (1) Insofar as this does not concern essential obligations arising from the contractual relationship, CP is liable only for damages that are demonstrably based on an intentional or grossly negligent breach of duty within the scope of the contractual relationship and which are still within the scope of foreseeable typical damages.
- (2) CP is not liable for the accuracy and completeness of the content of event and seminar materials, seminar presentations, any other publication or document presented by the selected speakers. In particular, these do not replace professional advice by relevant professionals. CP does not assume any liability for consequential damages due to any inaccurate and/or incomplete contents of the speakers, lectures or Event materials. Insofar as liability is excluded or limited in accordance with these provisions, this also applies to the personal liability of the employees, representatives, organs and other staff members of CP, as well as authorized third parties (such as but not limited to speakers, lecturers).
- (3) In the case of outdoor events, the participant is obliged to adhere to the equipment recommendations set out in the event invitation, such as ensuring that adequate footwear is worn and that participants are dressed appropriately for the weather. Furthermore, the participant is obliged to adhere to the (safety) instructions of the cooperation/local project partner, as well as those of CP staff. Any waste or other objects brought to the event are to be removed from the site by the participant immediately after the event has come to an end.
- (4) In the case of events such as tree planting campaigns, the participant has no rights of ownership on the planted trees or planted areas, nor any other rights in rem of this kind.

Section 6 Use of event materials

- (1) Lectures and event documents are protected under the relevant copyright law. The participant receives only a simple, personal, non-transferable right of use of these materials. Further rights of use shall only be transferred where these rights are expressly granted through a separate written permission. Insofar as documents are made available to participants to be downloaded, their use is restricted exclusively to the participant. The participant may store the files on his/her computer and on additional mobile devices as often as they like, but the participant must ensure that they alone have access to the files.
- (2) Any access credentials provided to the participant by CP are strictly confidential and non-transferable. The participants are not authorised to copy, distribute, publish and/or in any way disclose the materials provided by CP for training and informational purposes.
- (3) Copyright notices, digital signatures, trademarks and other legal reservations may not be edited or removed.

Section 7 Film and photo rights

The consent of participants concerning filming, photos and sound recordings is given in a separate declaration and may be granted from time to time, depending on the conditions under which the Event takes place.

Section 8 Additional conditions, online offers

- (1) CP also offers companies and their employees digital Events covering various topics. Using and participating in digital events and seminars is additionally subject to the conditions set forth in this paragraph.
- (2) To make use of the digital offers and Events, users must register and create a personal account. Each user thereby receives a personal access to the Event upon booking. An exception is made for Events which are categorised as 'Online Academies' and 'Deep Dives', for which digital registration is sufficient to participate. Participation takes place via an electronic invitation link.
- (3) By pressing the 'Book now' button, the participant makes a binding booking for the Event. The participant then receives an order confirmation via e-mail. In the case of Events categorised as 'Online Academies' and 'Deep Dives', the participant can obtain, free of charge, the cancellation from the event, provided that the request has been sent to CP at least 24 hours before its start.
- (4) Every user is entitled to delete his/her account at any time and without providing justification for doing so.

- (5) The participant is entitled to use the digital product and the content of the Event also for personal purposes. However, the participant is neither authorized to copy, distribute, publish and/or in any way disclose the contents made available through the platform and enjoyed nor pass on this content to third parties, neither in whole nor in part. In particular, public reproduction, posting the digital product on the internet or in a company network, lending, resale and any kind of use for commercial purposes are not permitted.

Section 9 Data collection

- (1) The personal data of the participant and/or the contracting party or its representative will be stored electronically and automatically processed by CP for the purpose of carrying out the Event, unless consent is expressly given for another specified use and/or utilisation of the data.
- (2) In all other respects, the further data protection notices and statements by CP at <https://www.climatepartner.com/de/datenschutz> and the CP data protection policy apply.

Section 10 Final provisions

- (1) All communications by CP to the participant shall be carried out electronically, to the extent permitted by law.
- (2) All contractual relationships between the participant and CP shall be governed by the Italian laws, excluding the UN Convention on Contracts for the International Sale of Goods.
- (3) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Milan.
- (4) If one or more provisions of this contract is invalid, this will not affect the validity of the remaining provisions of this contract.
- (5) CP expressly reserves the right to amend the provisions of these general terms and conditions, at any time and without providing justification for doing so. CP will notify the participant of changes to the terms and conditions by e-mail in a timely manner before the changes come into effect. The amendments shall be deemed to have been accepted unless the participant objects to the amended Terms and Conditions within six weeks. Otherwise, no variation will apply and the original Terms and Conditions will be maintained. CP will separately inform the participant in its notification e-mail of the six-week period and the legal consequences of acceptance in the absence of an objection.

By registering to the Event, the participant declares that he/she has accepted all the conditions specified in these Terms and Conditions.