

Software Quality Days

General terms and conditions for the event

S1 General information

1. As of January 1, 2008, these general terms and conditions for the event are valid for all events by Software Quality Lab until an amended version of these terms and conditions is published.
2. The organizer is: Software Quality Lab GmbH, 4222 Langenstein, Fliederstrasse 8,
Tel. +43-7237-4941-22 or +43-732-890072-422
e-mail for exhibitors: organisation@software-quality-days.at
e-mail for lecturers: submission@software-quality-days.com
e-mail for attendees: registration@software-quality-days.com
General e-mail: info@software-quality-days.com
3. The organizer will be using the event grounds on the basis of a rental agreement with the owner of the event facilities.
4. Any registration for and participation in this event are subject to these general terms and conditions for the event as well as the conditions of the lessor of the event facilities. The latter can be obtained from the organizer upon request.

S2 Elements of the contract

1. The contract covers the following essential elements:
 - a) Registration including the conditions in association to the registration
 - b) The regulations and conditions in the information package for sponsors (presentation options for companies) and participants
 - c) The supplementary conditions of the lessor of the event facilities
 - d) These general terms and conditions for the event

In case of inconsistency, the regulations shall apply in the above sequence.

S3 Registration

1. You can register in a written letter, by fax or by e-mail.
Written registrations must be legally signed. If the organizer can assume that the undersigned person is authorized to register based on the information provided on the registration, the organizer is not obligated to explicitly determine or validate the authenticity of the signature.
Written registrations are binding upon receipt by the organizer.
Registrations by e-mail are binding when the organizer receives the registration e-mail.
2. A binding registration means that the participants and exhibitors acknowledge the general terms and conditions for the event to be binding. The participants and exhibitors give their assurance that any individuals that they send in their stead as well as any individuals that they employ at the event will receive the same contract.
3. There will be no exclusion of competition.
4. The organizer will make an effort to accommodate the wishes of the exhibitors in regard to the location of their booth; however we cannot provide any assurances. Claims for compensation are mutually excluded.

5. If the registration is received after expiration of the deadline for printing the programme, it is possible that certain services stated in the exhibitor package may not be able to be provided. The organizer can provide information on which specific services this refers to.
Should this occur, there is no obligation to reduce the agreed fee.

§4 Cancellation, nonparticipation

1. For sponsors: If not otherwise defined in the information for sponsors, the following regulation applies: If participation is cancelled 150 days or more before the start of the event, the participant will be charged 20% of the price of the services he/she ordered. If participation is cancelled 60 days or more before the start of the event, the sponsor will be charged 50% of the price of the services he/she ordered. After this date, there will be no refund.
If an exhibitor cancels and is able to resell the same services, the organizer is entitled to charge 10% of the originally agreed services from the initial renter.
The organizer retains the right to claim additional entitlements.
2. For participants: If not otherwise defined on the registration form, the following applies: If participation is cancelled 150 or more days before the start of the event, the participant will be charged 20% of the registration fee. If participation is cancelled 60 or more days before the start of the event, the participant will be charged 50% of the registration fee. After this date, there will be no refund.
3. Cancellation of the contract by the organizer:
 - a) The organizer is entitled to cancel the contract if the full payment of the due amounts is not received at the latest by the deadline stated on the invoice.
In this case, the organizer can also assert claims for compensation. §4.1 and §4.2 are correspondingly applicable in this case.
 - b) The organizer is entitled to terminate the contract up to 30 days before the start of the event if the event must be cancelled due to foreseeably low participation of visitors and/or exhibitors. Payments already made to the organizer at this point in time by exhibitors, sponsors and participants will be reimbursed by the organizer. All additional claims against the organizer are excluded.

§5 Payment conditions

1. If not otherwise stated, all prices are excluding statutory sales tax and VAT respectively.
2. The amounts invoiced before the event are due 21 days from the invoice date without deductions, and at the latest five days before the beginning of the event (even in the case of registrations a short time beforehand).
3. Amounts invoiced during or after the event are due within 21 days of invoice without deduction.
4. Any objections to the invoice can only be considered if they are submitted in writing to the organizer within 14 days after the invoice is issued.
5. If payment is delayed, interest for late payment will be charged to the amount of 7% above the EURIBOR.

§6 Liability

1. The organizer is liable – for whatever legal reason – only in the case of intent or gross negligence, or if the organizer has given a written guarantee, or if an essential contractual obligation has been violated. If an essential contractual obligation has been violated and if a written guarantee has been provided, the claims are limited to such foreseeable damage as could have been prevented by assuming the essential contractual obligation or by the provided guaranteed.
In each instance, the claims are – to the degree that is legally permissible – limited to €5,000.
2. The event facilities are monitored by the organizer's employees to the normal extent for such events. Valuable and easy to remove objects must be kept under lock and key at any times.
It is recommended that the exhibitors obtain exhibitor's insurance.
The organizer assumes no liability for loss or damage.

S7 Setting up the exhibition booths

1. The individual exhibition booths must be designed and set up in a way that they do not impinge upon or cover neighbouring exhibitors with exhibits, advertising space or displayed objects.
2. The specified booth limits may not be exceeded. If not otherwise agreed or if restricted by the available space, the floor area for the booth is 2,5 x 1,8 m and the height is 2.5 m for each exhibitor. The specified booth limits may only be exceeded with the express approval of the organizer.
3. The exhibitor must find out about the structural characteristics of his assigned booth area (columns, fire protection devices, etc.) from the organizer or lessor of the event areas in a timely manner before he begins to plan the booth.
4. All the materials used for building the booth must be flame-resistant and satisfy the legal regulations of the fire protection ordinance.
5. If the cited design requirements are not met the organizer is entitled to demand the required changes and, if necessary, the removal of the booth. If the organizer's requests are not fulfilled, the organizer is entitled to have the booth changed or removed at the exhibitor's own cost. If the booth is closed, the exhibitor must pay the full rent and costs arising to the organizer.
6. The exhibitor must observe the setup times. Any additional costs arising to the organizer from the exhibitor not observing the setup times must be borne by the exhibitor.
If the organizer does not otherwise notify the exhibitor in writing, the booth construction must be completely finished by 8 AM on the first day of the event so that the technical systems can be checked and the grounds cleaned before opening.
Exhibition spaces that are not occupied on the setup day will be assigned to someone else taking into account the overall layout. The organizer will either assign the unoccupied booth to another exhibitor, or will otherwise fill or decorate it.
In this case, the exhibitor must bear any additional costs that arise. The exhibitor is not entitled to any payment for loss or damage.

S8 Breaking down the exhibition booths

1. No booth may be completely or partially vacated before the conference ends.
Since this will impair the overall appearance and flow of the conference and give the participants a negative impression, the exhibitor must pay a flat fee of 10% of the invoiced services if such an instance occurs.
2. The exhibition area must be returned in its original state. Any affixed material, carpet tape and glue residue must be removed without damaging the floor or wall. The organizer is otherwise entitled to have this taken care of at the cost of the exhibitor. The exhibitor is also liable for any damage to the floor, walls and any materials that were leased or rented. The organizer retains the right to assert further claims to payment for loss or damage.
3. The exhibitor must observe the breakdown times. Any additional costs arising to the organizer from the exhibitor not observing the breakdown times must be borne by the exhibitor.
If the organizer does not otherwise notify the exhibitor in writing, the booth must be completely broken down by 8 PM on the last day of the event. After the time for breaking down is over, the organizer is entitled to have the booth and exhibition materials broken down, removed and stored at the exhibitor's own cost. The organizer will only assume liability for loss or damage to the exhibition materials in case of intent and gross negligence. The organizer is entitled to place a lien for the arising costs. The organizer retains the right to assert further claims to payment for loss or damage.

S9 Additional regulations for exhibitors and sponsors

1. The exhibitor is responsible for obtaining official permits. The exhibitor is also responsible for observing the regulations of labour law and criminal law, health regulations and any other regulations. The exhibitor must also observe the technical guidelines for the event site and, in particular, any safety guidelines provided by the lessor of the event facilities.

2. Electricity and other services in the exhibit area will be provided by companies approved by the organizer.
3. Cleaning: The organizer is responsible for the general cleaning of the grounds and walkways in the hall. The exhibitor is responsible for cleaning the booth. The exhibitor or the hired booth builder is responsible for disposing of any waste that he produces.
4. Exhibitor passes: As an exhibitor you will be provided with a limited number of exhibition passes for both yourself and your employees, entitling the bearer to free entrance for the duration of the exhibition. Further information can be found in the informational material for sponsors.
5. Advertising: If not otherwise agreed with the organizer, advertising of all kinds is only permissible within the exhibition booth rented by the sponsor for the sponsor's own company and for the products or services produced or marketed by the sponsor.
The use of loudspeakers, film presentations as well as performances require the prior written approval of the organizer. The same applies to the use of other devices and equipment to visually or acoustically enhance the attraction to the advertising.
Advertising that is in bad taste or of a political nature is expressly forbidden.
6. The shipment of collaterals and exhibition materials **in advance** to the event location (hotel or any other venue) must be made in compliance with **the organizer's guidelines** and respect **(dates and)** deadlines published by the organizer. All packages and items to the venue must be labeled **legibly** with the following **characteristics**:
 - Company name, full address and full name of contact person of the sender
 - Venue name, full address **and** (full name of) contact person at the event location
 - **correct** event name (eg "Software Quality Days") and the actual event date

The organizer will charge the exhibitor or sponsor respectively for additional costs incurred by the organizer caused by a breach of these **conditions**.

§10 Special regulations for lecturers

1. Lecturers may participate in the conference free of charge (without paying the conference fees). However, they may not participate in the tutorials or workshops free of charge.
2. If not otherwise agreed in writing beforehand with the organizer, the lecturers are not entitled to reimbursement for travel and any other expenses.
3. Upon submitting their presentation, the lecturer provide their approval for their presentation to be continuously published on the event website and in a compiled volume of conference presentations. The respective authors are entitled to all other associated rights to the presentation.
4. There is no guarantee that your presentation will be accepted. The presentation may be rejected without indicating the reasons.
5. The lecturer and assistants must observe the organizational and behavioural rules relating to the structure and presentation of the lecture established by the organizer.

§11 Other general rules for participants and sponsors

1. During the entire event, no advertising may be presented and no advertising material may be displayed outside of the exhibition booths if not otherwise agreed in writing with the organizer.
2. The organizer is entitled to make or have made photographs, drawings, films and videos of the event, the people at the event, the event structures and booths and the exhibited objects, and use them for advertising, publication on the website, or for press publications. This also applies to visual images taken by the press or television with the organizer's approval.

3. Die Teilnehmer und Sponsoren verpflichten sich, während und bis 12 Monate nach Beendigung der Veranstaltung keine Mitarbeiter von Software Quality Lab abzuwerben bzw. keine aktiven oder ehemaligen Mitarbeiter von Software Quality Lab im eigenen Unternehmen oder direkt angeschlossenen Unternehmen (Tochter-/Schwester-/Muttergesellschaftern) anzustellen oder auf sonstige andere Art und Weise zu beschäftigen.
Ausnahme ist die Übernahme von Mitarbeitern im Einvernehmen mit Software Quality Lab.
Im Falle einer Zuwiderhandlung ist Software Quality Lab berechtigt, Schadenersatz in der Höhe eines Brutto-Jahresgehalts (zuzüglich Sonderzahlungen) auf Basis des Monatsdurchschnitts der letzten 3 Beschäftigungsmonate (beim geschädigten Partner) des jeweiligen Mitarbeiters zu verlangen.

§12 Final provisions

1. The contractual parties agree not to contest this agreement for any reason whatsoever.
2. Ancillary agreements are not valid. Changes to the contract must be in writing. The abandonment of this writing requirement must also be in writing.
3. The contractual parties also expressly agree that any successor in title is also bound to the rights and obligations arising from this contract.
4. Only the German version is binding. Translations of any parts of this contract are not binding.
5. Statute of limitation: Claims by the exhibitor against the organizer shall expire after 12 months if not otherwise expressly stipulated by law. The statute of limitations begins at the end of the month in which the final day of the event has occurred.
6. Should individual provisions of this contract be invalid, the remainder of this contract shall nevertheless remain valid. In such a case, the invalid provision of the contract will be replaced with a corresponding valid provision that most closely approximates the intended commercial purpose of the invalid provision.
7. Should gaps that need to be filled arise during the enforcement of this contract, the contractual parties agree to fill these gaps to achieve the intended commercial purpose.
8. Actions that deviate from this contract will neither alter nor eliminate the agreed rights and obligations, nor will new rights and obligations thereby arise.
9. The agreed legal venue for all disputes associated with the fulfilment of this contract and arising from this contract will be the responsible court in Linz, Austria.
10. The contractual parties agree to the exclusive use of Austrian law.