

## Celonis Celosphere Event Terms and Conditions

By submitting an event registration, you, respectively the legal entity which you represent (“**You**”) are entering into a legally binding contract with Celonis SE, Theresienstrasse 6, 80333 Munich, Germany (“**Us**”) pursuant to these Event Terms and Conditions (the “**Terms**”). You confirm that You are an adult of 18 years or older, that You are legally entitled to represent the legal entity for which You submit the registration for Celosphere 2019 (“**Event**”) and that You have read, understood and agree to these Terms as well as to the Celonis Privacy Policy (<https://www.celonis.com/privacy-policy/>).

### Data Protection:

We have contracted Bizzabo, Inc., (“**Bizzabo**”) to collect and manage all registrations to the Event. We are also partnering with Bizzabo to provide a mobile event application to Your smartphone.

You acknowledge and agree that Your registration information is gathered by Bizzabo on data storage centers located in the USA and is then transferred to Our headquarters. All of You submitted data will be processed and stored by Us only for the purposes of registering for and enabling Your attendance at the Event and in accordance with the Celonis Privacy Policy.

### Registration policy:

The registration fees for the Event represent the cost of a single pass per person. You may transfer the pass to another colleague within the same company by 11:59 PM CET on Monday, 1 April 2019 by writing an email to [info@celosphere.com](mailto:info@celosphere.com) specifying the full name and the job title of the new attendee. After that another ticket will be issued for the new attendee and the initial ticket will be cancelled. Please note that the registration form data (including the session registration data) will be transferred from the previous attendee to the new attendee.

### Tickets availability:

The registration for the Event may close earlier than posted deadlines as Event registration is subject to availability.

### Method of payment:

The registration fees can be paid for by invoice or online by Mastercard, Visa, or American Express.

### VAT Information:

All tickets to the Event are subject to German VAT. An invoice incl. 19% VAT will be issued after the successful registration.

### Cancellations:

Registrations cancelled in writing by 11:59 PM CET on Wednesday, 2 January 2019 are eligible for a 100% refund of the registration fees paid minus a service charge of 100€. Registrations cancelled in writing by 11:59 PM CET on Sunday, 3 March 2019 are eligible for a 50% refund of the registration fees paid minus a service charge of 100€. Registrations cancelled after 11:59 PM CET on Sunday, 3 March 2019 are no longer eligible for a refund. The cancellation requests should be emailed to [info@celosphere.com](mailto:info@celosphere.com) specifying the ticket number and the full name of the ticket owner.

In case We cancel the Event or specific tickets then, as a sole and remedy, You will receive a full refund of Your paid registration fees, except if such cancellation has been caused by Your breach of these Terms.

### Event Program:

The Event agenda published on the registration website has informational purposes only and is subject to change with regards to its structure and content at any time, for any or no reason, except to the extent such change would be deemed unreasonable in light of the evolving nature of the Event.

### Session registration:

During the registration for the Event You can register to one or multiple sessions. The session seating is first-

come, first-serve and some sessions may fill up due to popular demand.

### **Usage of materials:**

By attending the Event, You grant to Us, Our affiliated companies and partners the perpetual and sublicensable right to use, reproduce, modify, and distribute any materials You may have presented. You are aware that We will be taking photographs and shooting videos in public areas of the conference (session rooms, exhibit halls, etc.) and therefore include You and/or any trademarks, logos or similar company signs which may be on display during the Event in such photos and/or videos. We may edit, copy, publish and distribute these materials as a part of marketing materials.

We may also use any of Your names, trademarks and logos before, during and after the Event for the purposes of marketing the Event or further events, but solely in the format provided by You.

You are responsible for ensuring that We are legally able to exercise the rights granted by You in accordance with the preceding provisions and shall indemnify and hold Us harmless from any costs (including reasonable legal fees), damage and loss incurred due to Your breach of this obligation, except where You have not acted negligently or wilfully.

### **Limitation of Liability:**

You are solely responsible for insuring Yourself and Your property to cover transit to, from and at the Event.

Our aggregate liability to You for or in respect of any loss or damage suffered by You (whether due to breach of contract, tort (including negligence) or otherwise) under or in connection with the Event in connection with breaches caused by Our simple negligence shall be limited to breaches of Our essential obligations (i.e. obligations which are essential for the performance of the agreement and on which You may typically rely) and shall not exceed a total amount of 10,000 EUR. Subject to the next paragraph, in all other cases of simple negligence, Our liability shall be fully excluded.

The limitations and exclusions in this section shall not apply to wilful misconduct, fraud or fraudulent misrepresentation, gross negligence and personal injury or death caused by Our negligence.

Non-performance by either party will be excused to the extent that performance is rendered impossible by natural disaster, war, terrorism, governmental act, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

### **Final Provisions:**

These Terms are governed by the laws of Germany and the parties submit to the exclusive jurisdiction of the Munich courts. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

Any amendments or additions to these Terms must be made in writing and executed by duly authorized representatives of both parties.

These Terms, together with Your registration, constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral relating to the same subject matter. Any purchase order, purchasing terms, general terms of business or other document issued by You is for administrative convenience only and shall not be binding on Us.

Should parts of these Terms be or become invalid, this shall not affect the validity of the remaining provisions of these Terms, which shall remain unaffected. The invalid provision shall be replaced by the parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.

Except as permitted herein, You may not assign Your without Our prior written consent. Any attempt by You to assign or transfer Your registration without Our prior written consent will be null and void. We may at any time involve any of Our affiliates and successors in business as subcontractors for the purposes of the Event.