

*Disclaimer: This is only a translation of the binding German version.*

## **CONDITIONS OF PARTICIPATION** (see [German version](#))

### **§ 1 Registration**

Our seminar offers are subject to change and non-binding. Registrations must be made in writing and are binding. After receipt of your registration you will receive a written order confirmation.

### **§ 2 Data protection notice**

After registration, the data provided by you (address, e-mail address, name, telephone number, etc.) will be stored by us. Your address data may be used to send you messages and information about events, publications, services and products of ICC Germany. We delete the data generated in this context after storage is no longer required, or restrict processing if there are legal obligations to retain data.

You may at any time request ICC Germany e.V. to correct, delete or block individual personal data. In addition, you can exercise your right to object at any time without giving reasons and amend or completely revoke the declaration of consent given with effect for the future. You can send the revocation either by post (ICC Germany e. V., Wilhelmstr. 43 G, 10117 Berlin, Germany), by e-mail ([icc@iccgermany.de](mailto:icc@iccgermany.de)) or by fax (+49 (0) 30 - 200 73 63 69) to ICC Germany e.V..

By registering, you agree that photographs and film recordings may be taken of you during the event, even if you are recognizable, and may be used by ICC Germany and the event partner for editorial and commercial purposes. You agree that the data provided (name and company) may be included in the list of participants and passed on to the event partner and the other participants.

You may object to the use of the data for this purpose at any time by informally notifying ICC Germany.

### **§ 3 Cancellation**

Cancellations must be made in writing and are free of charge up to 14 days before the start of the seminar. Cancellations received later will be charged 50% of the seminar fee.

In the case of cancellations at short notice (less than three working days before the start of the seminar) and cancellations on the day of the event, in the case of non-attendance or premature termination of the seminar, the full participant fee is to be paid.

Rebooking with a substitute participant is possible at any time and free of charge.

#### **§ 4 Cancellation of the event**

We reserve the right to postpone or cancel the seminar if the number of participants is too low, if the speaker is unable to attend due to illness, or in the event of cancellations for which we are not responsible or in cases of force majeure. The clients/participants concerned will be informed immediately. Participant fees already paid will be refunded.

Further claims on the part of the participant or client (including compensation for travel, cancellation or accommodation costs as well as loss of work) do not exist.

#### **§ 5 Copyrights**

The seminar documents are intended exclusively for personal use. They are subject to our copyright and may not be reproduced, edited or electronically processed without permission.

***Disclaimer:** This is only a translation of the binding German version.*

## **CANCELLATION POLICY** (see [German version](#))

### **Right of withdrawal for consumers**

Consumers are entitled to a right of withdrawal according to the following provisions, whereby a consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.

#### **Right of withdrawal**

You have the right to revoke this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the goods.

If you have ordered several goods as part of a single order and the goods are delivered separately, the withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods.

In order to exercise your right of withdrawal, you must inform us (ICC Germany e.V., Wilhelmstr. 43 G, 10117 Berlin, Germany, email address: [icc@iccgermany.de](mailto:icc@iccgermany.de), fax: +49 (0)30 200 73 63 69) by means of a clear declaration (e.g. a letter, fax or email sent by post) of your decision to withdraw from this contract. For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of the revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without undue delay and in any case no later than within fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods.

You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

## **FOR SEMINARS AND EVENTS**

### **Right of withdrawal for consumers**

Consumers are entitled to a right of revocation according to the following provisions, whereby a consumer is any natural person who enters into a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.

### **Right of withdrawal**

You have the right to revoke this contract within 14 days without giving any reason. The revocation period is 14 days from the day of the conclusion of the contract. In order to exercise your right of revocation, you must inform us (ICC Germany e.V., Wilhelmstr. 43 G, 10117 Berlin, Germany, email address: [icc@iccgermany.de](mailto:icc@iccgermany.de), fax: +49 (0)30 200 73 63 69) by means of a clear declaration (e.g. a letter, fax or email sent by post) of your decision to revoke this contract. For this purpose, you may use the enclosed sample revocation form, which, however, is not mandatory. In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

### **Consequences of revocation**

If you revoke this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without undue delay and at the latest within 14 days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

If you have requested that the service should begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you notify us of the exertion of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

**Disclaimer:** This is only a translation of the binding German version.

## **PRIVACY POLICY** (see [German version](#))

ICC Germany e.V. as the operator of this website takes the protection of personal data of users and interested parties seriously. We comply with the provisions of the Telemedia Act ("Telemediengesetz"), the Federal Data Protection Act ("Bundesdatenschutzgesetz"), the General Data Protection Regulation ("Datenschutzgrundverordnung") and the ePrivacy Regulation ("ePrivacy-Verordnung").

### **I. Notes on data protection with reference to the website**

#### **Analysis of the website activities of our users and information on embedded third-party offers / use of cookies.**

This website uses a pseudonymous cookie to improve the user experience of the website, specifically the management of the collection of articles ("collection-uuid-de"). This is not evaluated for other purposes.

If the Do-Not-Track feature is enabled in the browser, your consent will be requested via a pop-up. If you confirm, the cookie will be set with a validity of 1 month, otherwise you will receive the notice again at a later visit.

The use of this cookie is based on § 15 para. 3 TMG respectively Art. 6 para. 1 sentence 1 lit. f DSGVO (GDPR). You can object to the use of this cookie at any time by deleting it. Unfortunately, the selections of the article collection can then not be remembered.

#### **Google Analytics and Double-Click**

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses cookies, which are stored on your computer and which allow an analysis of your use of the website. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there. In the event that IP anonymization is activated on this website, however, your IP address will be truncated beforehand by Google within member states of the European Union or in other contracting states to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and shortened there. On behalf of the operator of this website, Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity and providing other services relating to website activity and internet usage to the website operator. The IP address transmitted by your browser as part of Google Analytics will not be merged with other data from Google.

More information on the terms of use and data protection of Google Analytics can be found [here](#) or [here](#). Google Analytics is used to evaluate data from AdWords and the Double Click cookie. If you do not wish this, you can deactivate this via the [Ads Preferences Manager](#).

We would like to point out that on this website Google Analytics has been extended by the code "ga('set', 'anonymizeIp', true);" to ensure anonymized collection of IP addresses (so-called "IP masking"). If the Do-Not-Track feature is enabled in the browser, no scripts from Google Analytics will be integrated without consent.

### **Consideration of Do-Not-Track and information on opting out**

We take into account the Do-Not-Track feature set in the browser. If Do-Not-Track is enabled in the browser, third-party tracking is disabled and no web font from external resources is embedded.

We would like to point out that generally disabling cookies can cause malfunctions when using our website and, moreover, does not reliably exclude the transmission of data to Google Analytics. We therefore recommend using the "Do not track" option (DNT) of your Internet browser. Depending on the browser, this is either a switch in the program settings or a module (add-on or plug-in) that must be installed subsequently. If this option is activated, your browser signals to our web server that you do not want any tracking measures without your explicit consent. As a result, all tracking functions are automatically deactivated on our server side. This also means that our web pages are delivered without code for Google Analytics. This ensures the best possible data protection without you having to take any further measures with regard to our website.

Depending on the Internet browser you use, the procedure by which you can activate the "Do not track" option differs. To do so, follow the links below:

[Mozilla Firefox](#) - instructions on how to enable "Do not track" in the program options.

[Microsoft Internet Explorer](#) - instructions on how to enable "Do not track" in the program options

[Google Chrome](#) - Instructions for activating "Do not track" in the program options

[Apple Safari](#) - How to enable "Do not track" in the program options

### **Google Maps**

This website uses the Google Maps API, a mapping service provided by Google Inc. ("Google"), to display an interactive map. By using Google Maps, information about your use of this website (including your IP address) may be transmitted to and stored by Google on servers in the United States.

Google may transfer the information obtained through Maps to third parties if required to do so by law, or if such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. Nevertheless, it would be technically possible for Google to identify at least individual users on the basis of the data received.

It would be possible that personal data and personality profiles of users of the website could be processed by Google for other purposes over which we have and can have no influence. If the Do-Not-Track feature is enabled in the browser, no external Google Maps content will be loaded without consent.

## **YouTube**

We use the provider YouTube, among others, for the integration of videos. YouTube is operated by YouTube LLC with headquarters at 901 Cherry Avenue, San Bruno, CA 94066, USA. YouTube is represented by Google Inc. with headquarters at 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA.

When you call up the subpages of our website that are provided with a YouTube plugin, a connection is established to the YouTube servers and the plugin is displayed. This transmits to the YouTube server which of our subpages you have visited. If you are logged in as a member of YouTube, YouTube assigns this information to your personal user account. When using the plugin, such as clicking on the start button of a video, this information is also assigned to your user account. Further information on data processing and notes on data protection by YouTube (Google) can be found at [www.google.de/intl/de/policies/privacy/](http://www.google.de/intl/de/policies/privacy/).

If the Do-Not-Track feature is enabled in the browser, no external YouTube content will be loaded without consent, but only the reference to this option (play button) will be displayed.

## **II. general data protection information**

Information on the handling of collected personal data, our data processing procedures and the rights as a member, delegate and contact person

### **Legal basis**

As of May 25, 2018, the General Data Protection Regulation (DSGVO) becomes applicable law in Germany and in all other member states of the European Union. The DSGVO is directly applicable as of this date and supersedes the previously applicable data protection regulations. At some points in the GDPR, the national legislator is authorized to specify and supplement the provisions of the regulation (so-called opening clauses). The legislator has made use of this by creating the new BDSG. Since May 25, 2018, the legal basis for the processing of personal data has therefore been the GDPR (including its "recitals") and the BDSG-neu. The legal basis for the



processing of personal data by ICC Germany e.V. is in particular Art. 6 para. 1 lit. b) and lit. f) DSGVO.

### **Responsible body**

The responsible party in the sense of the relevant legal regulations is

ICC Germany e.V.

Wilhelmstr. 43 G

10117 Berlin (visitor entrance Leipziger Str. 121)

Phone: +49 (0) 30 - 200 73 63 00

Fax: +49 (0) 30 - 200 73 63 69

E-mail: [icc\(at\)iccgermany.de](mailto:icc(at)iccgermany.de)

### **Data collected by us**

By completing the declaration of membership of ICC Germany e. V. and/or otherwise transmitting data for the purpose of contacting us, the data you provide (address, e-mail address, name, telephone number and, if applicable, other contact information) will be stored by us. Your address data and in particular your e-mail address can thus be used to send you association-relevant messages and information on events, publications and services. We delete the data generated in this context after storage is no longer necessary, or restrict processing if there are legal obligations to retain data.

### **Transmission of data to the ICC Secretariat in Paris**

In the context of participation in ICC commissions and working groups etc., it may also be necessary for us to forward your contact data to the ICC Secretariat in Paris (ICC Information Services, 33-43 avenue du Président Wilson, FR-75116 Paris). The sole purpose of forwarding your contact details is to ensure your participation in the commissions, working groups, etc. concerned. Direct participation in these international bodies requires direct contact and provision of information by the ICC in Paris. Your data will be stored and processed by the ICC in Paris exclusively for the purpose of your participation in the committees.

### **Authorization to access your data**

In principle, the full-time employees of ICC Germany e. V. are authorized to access your data and use it for statutory purposes, in particular to send you association-relevant notices and information on events, publications and services. In addition, functionaries of the association may access the data, for example, to inform you about general meetings or other events relevant to the association or to carry out association-related administrative activities. Data will only be passed on to third parties after careful examination in the context of legitimate interests according to Art. 6 para. 1 lit. f DSGVO.



## Your rights

You are entitled at any time to request ICC Germany e.V. to provide you with comprehensive information about the data stored about you. You may at any time request ICC Germany e.V. to correct, delete or block individual personal data. You can assert your rights either by post (ICC Germany e. V., Wilhelmstr. 43 G, 10117 Berlin, Germany), by e-mail ([icc\(at\)iccgermany.de](mailto:icc(at)iccgermany.de)) by fax (+49 (0) 30 - 200 73 63 69) or telephone (+49 (0) 30 - 200 73 63 00) to ICC Germany e.V..

If you object to us storing and/or processing your contact data, you will not receive any further communications and information on events, publications and services from ICC Germany in the future.

## Data security

According to Art. 32 DSGVO, when processing personal data, appropriate technical and organizational measures must be taken to ensure a level of protection appropriate to the risk. To protect your personal data against accidental or unlawful destruction or accidental loss, or against alteration, ICC Germany e.V. implements technical and organizational security measures. Furthermore, we take these measures to protect your personal data against unauthorized use, disclosure or access and against other unlawful forms of processing and misuse. In doing so, we always strive to ensure the highest possible protection of your data, taking into account the current state of the art.

## Contact

If you have any questions, comments, complaints or requests for information in connection with our data protection information and the processing of your personal data, you can contact ICC Germany eV., [icc\(at\)iccgermany.de](mailto:icc(at)iccgermany.de). We will be happy to stay in contact with you in order to inform you as best as possible about our measures to protect your data.

## Changes / Versions

Last update: 2018-05-24

Legal notice

ICC Germany e. V.  
German National Committee of the International Chamber of Commerce (ICC)  
Wilhelmstraße 43 G  
Visitor entrance: Leipziger Straße 121, 6<sup>th</sup> floor  
10117 Berlin, Germany  
E-Mail: [icc@iccgermany.de](mailto:icc@iccgermany.de)  
[www.iccgermany.de](http://www.iccgermany.de)

VAT ID no.: DE 122791897  
Association register 26991 B  
Authorized to represent = Oliver Wieck, Secretary General