

## BVDW Guided Tours

### Binding booking as exhibitor

Please return the document by e-mail to [dmexco@bvdw.org](mailto:dmexco@bvdw.org) till the 7<sup>th</sup> of September 2020 at the latest.

Please mark with a cross where applicable.

BVDW Guided Tours on 23 <sup>rd</sup> & 24 <sup>th</sup> of September 2020 via DMEXCO @home		Selection of topics
Topic 1	Customer Journey	<input type="checkbox"/>
Topic 2	Content Marketing & Storytelling	<input type="checkbox"/>
Topic 3	Digital Commerce	<input type="checkbox"/>
Topic 4	Audio	<input type="checkbox"/>
Topic 5	Digital Transformation	<input type="checkbox"/>
Topic 6	AR/VR	<input type="checkbox"/>
Topic 7	Data-Driven Marketing	<input type="checkbox"/>
Topic 8	Digital Creativity	<input type="checkbox"/>
Topic 9	Platform Economy	<input type="checkbox"/>
Topic 10	B2B Marketing (in cooperation with marconomy.de)	<input type="checkbox"/>
Topic 11	AI/AI	<input type="checkbox"/>
Topic 12	Consent Management & Identity	<input type="checkbox"/>

#### Prices:

EUR 399,00\*

EUR 299.00\* for BVDW members

\* All prices are exclusive of VAT.

#### Membership in the BVDW:

Yes, I am a member of the BVDW

No, I am not a member of the BVDW

No, I'm not a BVDW member. Please send me more information.

# **BVDW Guided Tours**

## **Binding booking as exhibitor**

### **Contact details** (Please, fill out in block letters.)

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Company

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Contact person (first name, last name)

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Address

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E-mail

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Phone number

### **Billing address** (if different)

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Company

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Contact person (first name, last name)

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PO number

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Address

- I have read and agree to the conditions of participation. (You can find the conditions of participation on the next page of this document)

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city, date

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legally binding signature

## Terms & Conditions

### 1. Conclusion of the contract

By sending the completed registration form to the BVDW, the contracting partner submits a binding application to conclude a contract under the conditions set out below. Upon receipt of his registration, the participant receives a confirmation e-mail to the e-mail address stated in the registration.

The contract shall only come into effect upon acceptance by the BVDW. Acceptance shall be effected by acceptance of the contract in text form (Section 126b BGB) e.g. by e-mail. The BVDW is free to accept the contract.

### 2. Services of the BVDW

The BVDW organises the Guided Tours at DMEXCO and enables the contracting partner to present their content to the tour participants. Furthermore, the BVDW promotes the event in order to acquire trade visitors of the DMEXCO as participants. The BVDW also produces a booklet on the tours in which the exhibitors are listed.

The contractual partner will also be integrated into the Guided Tours website with a logo and link. After the tour, the exhibitor will receive the contact details of the people who took part in the tour.

### 3. Services of the contracting party

The contracting partner supplies information (e.g. contact persons) and materials (e.g. logos, text for the booklet, presentation of lectures) required by the BVDW in good time on the dates specified by the BVDW. If this does not happen, the BVDW shall be free to exclude the contracting partner from inclusion in the tour booklet if it otherwise sees the timely completion of the tour endangered. In addition, the contractual partner has to send a representative for the presentation on the day of the tour.

### 4. Cancellation/rescission

Cancellation by the contractual partner is possible free of charge up to eight weeks before the event (31 July 20220). Up to one month before the event (August 23, 2020), a fee of 50 percent of the booking amount will be charged if the contract partner cancels. From 14 days before the event (September 9), the entire invoice amount is due in the event of cancellation by the contractual partner.

The BVDW will only cancel a booking if a tour has to be cancelled due to a lack of bookings by exhibitors (a tour only takes place if at least two exhibitors register for a topic). If a tour is cancelled for this reason, there will be no costs but also no claims for compensation for the contracting party. The participants have to pre-register for the Tours. Should a tour have less than 10 registrations upon the scheduled starting time, the tour will be omitted without any cost for the exhibitor. This case also enables no claims for compensation.

### 5. Terms of payment

Invoices will be issued at the latest two weeks after the event has taken place. All invoice amounts are to be transferred to the following account within 14 days after receipt of the invoice:

BVDW Services GmbH                      IBAN: DE 18 3008 0000 0229 4205 00  
Commerzbank AG                              SWIFT-BIC: DRES DE FF 300  
Reason for payment: Guided Tours 2020 / invoice number

### 6. Data protection information

The responsible body in terms of data protection is BVDW Services GmbH (BVDW) as the organiser of Guided Tours at the contact address provided.

BVDW Services GmbH  
Schumannstr. 2, 10117 Berlin  
Phone: +49302062186-0  
[kaestner@bvdw.org](mailto:kaestner@bvdw.org)

Please also send any data protection queries to this address.

#### Purposes and legal bases of data processing

The personal data of the contracting party listed in the application will be stored and processed by the BVDW exclusively - unless other consent to further processing has been granted - for the execution and processing of the respective contract. The legal basis here is Art. 6 Paragraph 1 letter b DSGVO. Data shall only be forwarded to third parties if and insofar as this is absolutely necessary for the performance of this contract (e.g. payment service providers).

Insofar as the participant has given his or her consent for certain purposes (e.g. receipt of the BVDW newsletter), the purposes result from the content of this consent given in each case. The legal basis for data processing is then Art. 6 Para. 1 letter a DSGVO. Consent may be revoked at any time without affecting the lawfulness of the processing carried out on the basis of the consent until revocation. The BVDW deletes or blocks the data if they are no longer required for the respective purpose or if the participant has revoked his or her consent and no other legal basis intervenes. If the latter is the case, we delete the data after the other legal basis no longer applies.

#### Storage duration

The BVDW shall store this data in any case until after the termination of this agreement or until the expiry of the legally prescribed retention periods (10 years) at the most.

#### Rights of data subjects

The participant has the right to information, correction, deletion, restriction of processing in accordance with Art. 15ff DSGVO at any time. There is also a right of appeal to the responsible supervisory authority, in Berlin this is:

Berlin Commissioner for Data Protection and Freedom of Information  
Maja Smoltczyk  
Friedrichstr. 219  
10969 Berlin  
Tel.: +49 (0)30 13889-0  
Fax: +49 (0)30 2155050  
E-Mail: [mailbox@datenschutz-berlin.de](mailto:mailbox@datenschutz-berlin.de)

#### List of exhibitors

By registering, the contractual partner agrees to the publication of the company name and the logo transmitted by him and possible further contents in text and pictures. Without this consent, participation as an exhibitor is not possible, as these contents must be published in order to conduct the tours.

7. The BVDW shall be liable in accordance with the statutory provisions for damage to life, body and health resulting from a negligent or intentional breach of duty by the BVDW, our legal representatives and/or vicarious agents, as well as for damage covered by liability under the Product Liability Act, and for all damage resulting from intentional or grossly negligent breaches of contract and fraudulent intent.

The BVDW shall not be liable for other damage caused by simple negligent breach of such contractual obligations, the fulfilment of which is essential for proper performance of the contract and on the fulfilment of which the customer regularly relies and may rely (cardinal obligations). The same shall apply if the participant is entitled to claims for damages instead of performance. The BVDW shall only be liable here insofar as the damages are typically associated with the contract and are foreseeable.