

General Terms and Conditions

General Terms and Conditions for participation in Erich Pommer Institut's professional training services as well as the purchase of publications.

Last change: 11.03.2020

PLEASE NOTE: This translation is for your information only. The legally binding document is the German version of these General Terms and Conditions (Allgemeine Geschäftsbedingungen)!

1. Scope of Application

The following Terms and Conditions shall apply to all contracts regarding professional training programmes such as seminars, workshops, e-learning-offers and similar services rendered by the Erich Pommer Institut (hereinafter referred to as EPI) with the booking person. They also apply to our European workshop series ESSENTIAL LEGAL FRAMEWORK, the programmes TRANS ATLANTIC PARTNERS and EUROPEAN TV DRAMA (SERIES) LAB.

Subsidiary agreements, alterations, amendments or any other form of modification to this text must be in written form to become effective. The experts and speakers are not entitled to perform the aforementioned modifications to these General Terms and Conditions or the contract itself.

For the purchase of publications via the Erich Pommer Institute's own website the sections 4., 9., 10, 11., 13.-16. apply respectively.

The nullity of any of the provisions herein shall affect neither the validity of the agreement as such nor the validity of these General Terms and Conditions. The legally void provision shall be replaced by the parties' presumed agreement, which must be in accordance with sec. 306 par. 2 of the German Civil Code (BGB).

By registering / applying, the booking party agrees with the validity of these General Terms and Conditions.

2. Participation

a. Events without application procedure

In general, participation in EPI's training events is open to the public. The allocation of the seats will be done on a first-come, first-served-basis according to the date of registration. Exceptions will apply to training events that require an application procedure.

b. Events with application procedure

When allocating seats for events with an application procedure the EPI does so in consultation with the respective partner of the event, if applicable.

- i. When registering for trainings within the ESSENTIAL LEGAL FRAMEWORK series, participants from member states of the European Union shall be given priority over participants from non-member states. In case of the TRANS ATLANTIC PARTNERS

- training programme, nationals of Canada, the United States of America and the European Union shall be given priority.
- ii. Classes in cooperation with Filmuniversität
Applicants for Winterclass Serial Writing & Producing or for the Social Storytelling Lab are chosen by Filmuniversität and EPI.
 - iii. Female-Leadership programmes *sparkx* and shift|F
Applicants for the Female-Leadership-Programmes are chosen by EPI. Companies which send two employees (“tandems”) from middle to higher management to the programme of *sparkx* will be given priority. A balanced participation of different media companies will be taken into account. Due to funding conditions, the programmes *sparkx* and shift|F address especially small and middle media companies in Berlin and in more developed regions of the other states in Germany. Large companies can also apply. Small and middle-sized businesses will be given priority
- c. The EPI reserves the right to exclude participants from training programs in case the participant is in breach of obligations provided in section 9 or does not meet his obligations to pay the participation fee in time.

3. Registration

a. Registration for residential programmes (without application procedure)

The registration for programmes without application process will take place on the website www.epi.media. By clicking on the button “book now” on the intended programme’s site, by entering the participant’s and the booking person’s personal data and by finally clicking on the button “complete your booking”, the booking person agrees to conclude a legally binding contract.

By registering, the participant and the booking person agree with the computerised processing and storing of their personal data. This agreement can be revoked at any time. The EPI reserves the right to distribute the contact details of any participant to the lecturers and other participants of the respective programme, unless the consent hereto has been revoked before in written form. The same applies to the distribution of the participants’ contact details to the sponsors, if the respective programme is sponsored. Further information about collecting, processing and storing of personal data is available in our privacy policy.

b. Registration for residential programmes (with application procedure)

The application for events with a preceding application procedure happens via an application form until the mentioned application deadline. After the expiration of the application deadline there is no claim on considering the application.

The allocation of the limited participant seats is made in accordance with section 2, no claim for a seat can be made.

Participant seats are offered by the EPI via e-mail. In the case of the Female-Leadership-programmes *sparkx* and shift|F with an attached declaration of acceptance. The offer of a seat is bound to a confirmation deadline, after which the claim for a seat in the respective programme expires.

The acceptance of a participant seat via e-mail or letter is binding and obligates the participant to pay the participation fee. The invoice created and sent via e-mail by the EPI serves as a booking confirmation.

c. Registration for e-learning courses

The registration process for the e-learning programmes will be handled by the contract partner [Coursio](#) whose [General Terms and Conditions](#) will be part of the EPI's General Terms and Conditions. By ordering, the participant declares his or her consent thereto. Each participant will receive a personal password-protected account. The usage of the provided e-learning software will be personally limited to this participant, to up to three terminal devices as well as to a pre-defined period of time. The latter will be determined by the respective programme. It is forbidden to provide a third party with the account data. In case of misuse, the EPI reserves the right to block the account and, if necessary, to raise damage claims. The participant is responsible for creating the technical conditions for the account, notably the necessary hardware and the operating system software on his or her device. The EPI will provide information regarding the optimal browser software upon request.

4. Conclusion of Contract, Fees & Payment

For events without an application procedure, the legally binding contract will be concluded by the booking party clicking on the button “complete your booking” and the EPI sending a booking confirmation letter via e-mail to the booking person thereafter. After the successful booking the booking party will receive a booking confirmation and an invoice via e-mail. An invoice via post-mail will only be sent upon explicit request.

For events with a preceding application procedure the conclusion of contract will take place via seat acceptance in due time by the applicant via e-mail or mail.

The participation fees apply per person and event.

They will be due upon receipt of the booking confirmation/invoice, without any further payment request needed.

The payment can be made via the following payment options:

- Advance payment by bank transfer
- Payment by credit card
- Payment by PayPal
- Payment by PayPal Express
- Payment by immediate payment (Sofortüberweisung)

In case of choosing the payment option “advance payment by bank transfer”, the booking person will be provided with the bank details in addition to the booking confirmation letter. The invoiced amount must be transferred to the mentioned bank account within 14 days; in case of payment for events, this payment must be completed no later than fourteen days prior the beginning of the event (date of the incoming payment). The EPI reserves the right to exclude the participant from the event if the invoiced amount has not been paid until the beginning of the event.

In case of choosing the payment option “payment by credit card”, the credit card will be debited upon reception of the booking person's order. The website's credit card billing system is handled by: HUELLEMANN & STRAUSS ONLINESERVICES S.à r.l., 1, Place du Marché, L-6755 Grevenmacher, R.C.S. Luxembourg B 144133, e-mail: info@hso-services.com, managing director: Dipl. Vw. Mirko Hüllemann, Heiko Strauss.

In case of last-minute registrations at the event venue, the contract will be concluded by the participant's signature and the consent of the EPI's personal.

The purchased publications will be sent either by mail or by e-mail upon payment to the indicated EPI's bank account. Shipping costs are included in the price.

5. Implementation of Events

To be implemented, every event requires a cost-covering number of participants. In case of fewer participation, the EPI reserves the right to cancel or to reschedule the event. Opportunity and consequential damages due to cancellation or postponement will only be reimbursed by the EPI in case of gross negligence or malice.

6. Programme Modification, Cancellation and Rescheduling of Seminars

The EPI reserves the right to find an adequate replacement, to postpone or to cancel the event if the announced expert or speaker cannot be present at the event. The participants will be informed immediately. Opportunity and consequential damages due to cancellation or postponement will only be reimbursed by the EPI in case of gross negligence or malice.

In the event of cancellation by the EPI, the participant shall be reimbursed in full for any participation fees already paid.

In the event of rescheduling, the participant shall have the right to withdraw from the contract within one week of notification in writing to the EPI by means of e-mail, fax or letter. If the participant does not avail oneself to this option, the registration of the participant will be considered legally binding regarding the newly scheduled event without any further confirmation from the EPI being necessary.

There is no right to withdraw from the seminar if the curriculum of the seminar is changed. This applies identically to the e-learning programmes. The EPI reserves the right to change, limit or exchange the curriculum of the courses as well as to modify the modules regarding their contents, notably to reduce or expand them.

7. Right of Withdrawal for Consumers

The person booking services on the EPI's website – if he/she can be defined as a consumer according to sec. 13 of the German Civil Code (BGB) – has the right to withdraw from a booking within 14 days after reception of the booking confirmation free of charge and without any explanation. This withdrawal has to be made in written form via regular post, fax or e-mail.

Punctual dispatch to the following contact data suffices to comply with the time limit:

Erich Pommer Institut gGmbH
Försterweg 2
D-14482 Potsdam-Babelsberg
Tel: +49 (0)331-76 99 15 01
Fax: +49 (0)331-76 99 15 90
E-Mail: mail@epi.media

In case of an effective withdrawal, the mutually received services/payments have to be returned including any used benefits (i.e. interest – if applicable). If a booking was withdrawn, all payments, which were received by EPI from the booking person including delivery costs (if applicable), will be re-transferred within 30 days after the reception of the withdrawal. For the re-transfer, EPI will use the same option of payment that had been used in the initial transaction unless otherwise arranged by both parties. No costs will be charged for the reimbursement.

The right of withdrawal expires if both parties explicitly consent on fulfilling the contract before the right of withdrawal was executed. If a service starts within the withdrawal period, the booking person has to pay an appropriate amount, that is in accordance with the already delivered portion of the agreed upon services.

The booking person is not defined as a consumer if the participation in events/e-learnings can be assigned predominantly with the person's commercial and/or self-employed occupation.

8. Cancellation of Training Offers

The cancellation of booked and confirmed registrations has to be declared in written form (e-mail, fax or letter). Cancellations via telephone are ineffective.

Depending on the respective training programme, different time limits for cancellation are in place (see 8. A-C). The date of entry of the cancellation at the EPI is applicable. Already paid seminar fees will be reimbursed in full if cancellation is declared in time. In the event of delayed cancellation, a cancellation fee is charged.

a. Cancellation of half- and full-day seminars

Cancellation of half- and full-day seminars can be declared free of charge until six business days prior to the beginning of the seminar. If cancellation is declared later, the seminar fee is due in full. The same applies if the participant registers later than six working days prior to the beginning of the seminar or if he or she does not attend the seminar at all. The participants have the right to find a suitable replacement without any further fees being charged. In this event, the personal data of the replacement must be sent to the EPI immediately.

b. Cancellation of multi-day training events (without application procedure)

Cancellation can be declared free of charge up until three weeks prior to the beginning of the event. After that, 100% of the participation fee will be due.

The participants have the right to find a suitable replacement without any further fees being charged.

c. Cancellation of multi-day training events (with application procedure)

Cancellation can be declared free of charge up until eight weeks prior to the beginning of the event. If the cancellation is declared later or if the participant fails to attend the event without a prior cancellation, 100% of the participation fee will be due. The participants have the right to suggest a substitute participant without additional charges, pending an approval via EPI. EPI cannot refuse the approval if the suggested substitute person is suitable for the participation.

d. Cancellation of the media.think.tank conference

Cancellation can be declared until 10 days prior to the conference. A cancellation-fee of 8,50 € will be charged for each cancellation. If cancellation is declared later or in the event of non-participation without prior notification thereof, the participation fee will be due in full.

The participants have the right to appoint a suitable replacement without any further fees being charged. The replacement person has to be appointed to the EPI one day prior to the conference.

9. Obligations of the Participants

The participant is obligated to comply with instructions by staff members of the EPI concerning rules of the house. The participant agrees to handle all provided devices and materials and the facilities and premises with care as well as to refrain from smoking in the premises, if not stated otherwise. In case EPI provides technical equipment, such as personal computers for the participants, these will only be used for the specific purpose of the training event. Any copying, installing, changing, down- or uploading as well as modifying software or other data is strictly forbidden.

10. Copyrights, Rights of Use and Work Results

a. Residential events

The distributed documents and materials are protected by copyright. The reproduction, transfer or usage, be it commercial or other, of the documents and materials is permitted only with the explicit, prior and written consent of the EPI.

The commercial use of those work results created by or in participation with participants during a training seminar, regardless of being protected as a whole or in parts by copyright laws or not, is permitted only with prior and written consent of all parties involved. The EPI shall not be liable for any infringement of rights by the participants.

The exploiting parties are obliged to inform the EPI about all relevant stages of development of the respective projects. The latter does not apply conclusively for the start of shooting, participation in film festivals, export sales and cinema releases.

The EPI has the right to use advertising material (film stills, posters, film excerpts) in digital and physical form for its own advertising purposes in consultation with the evaluating parties.

The exploiting parties agree to refer to the respective initiating programme and the EPI during the exploitation in an appropriate way. In the exploitation of a project,

aa. that has been developed during a TAP seminar, the exploiting parties agree to name the programme and to display the TAP logo in the closing credits of the completed film as follows: “With the support from TRANS ATLANTIC PARTNERS” in the “Thanks/Special Thanks” section (or similar).

bb. that has been developed during a EUROPEAN TV DRAMA (SERIES) LAB, the exploiting parties agree to name the programme and the organiser as follows: “Idea generated/created at EUROPEAN TV DRAMA (SERIES) LAB 201X by Erich Pommer Institut in association with MediaXchange”.

b. E-learning courses

Every provided content is protected by copyright. All rights resulting therefrom, notably storing and distributing – even in form of excerpts – are reserved for the EPI. The participants do not obtain any property right or right of use regarding the provided contents.

Within the limits of the license agreement and the following provisions the participant obtains a single, limited to the duration of the license agreement and non-transferable right to participate in the ordered e-learning programme. The right to participate consists of the right to access the contractual e-learning programme as well as the right to retrieve learning content for personal learning purposes. The retrieved documents can be used only by the purchaser and only during the time of use. All commercial transfer of the content or the documents is prohibited. The time of use of the e-learning license is limited to a period of time of three month, if not stated otherwise in the service description, beginning with the conclusion of the contract.

c. Publications

All publications are protected by copyright. The reproduction, transfer or usage, be it commercial or other, of the publications as a whole or in part is permitted only with the explicit, prior and written consent of the EPI.

11. Certificate of Attendance

A certificate of attendance can be issued, if requested.

For the programme EPI UPDATE MEDIENRECHT qualified certificates stating the content, training time and name of expert of the seminar will be issued. These certificates meet the requirements of sec. 15 of the German Specialist Lawyers Act (Fachanwaltsordnung, FAO).

Due to different practices among the bar associations the EPI cannot guarantee that the training offered will be accepted by every bar association.

12. Liability

The EPI takes no responsibility for the actuality, correctness and completeness regarding the provided materials or the implementation of the seminar.

The EPI bears liability for personal and property damages only in case of intent or gross negligence.

Regarding the e-learning programme the EPI bears responsibility for the suitability to utilization as stated in the contract. Insignificant constraints to the suitability will not be considered. The EPI will remedy deficiencies within an appropriate period of time.

The participant bears liability for all damages caused by actual fault.

13. Costs of Default

In the event of a payment default, EPI shall have the right to charge the amount of 3,00 Euro for each written warning to cover costs for postage and administrative purposes. During that time, no further participation in an EPI event is possible.

14. Newsletter Subscription

By registering for the EPI newsletter, the subscriber agrees that EPI will save and process his/her personal data in order to promote EPI's training events via mail or/and e-mail. This newsletter service is free of charge. For receiving the electronic newsletter, the registrant needs to provide his/her e-mail address. Providing the postal address is considered to be a consent to also receive the print programmes via post mail.

This consent can be revoked – in part or in total – at any time by writing to:

Erich Pommer Institut gGmbH

Försterweg 2

14482 Potsdam

Tel: +49 (0)331-7212880

mail@epi.media

15. Place of Jurisdiction and Place of Performance

German law shall apply. Place of jurisdiction and place of performance is Potsdam.

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