

# General Terms and Conditions for Events at Technische Universität Chemnitz

## 1 Basic provisions / Scope

1.1 The following terms and conditions are applicable to all events of **Technische Universität Chemnitz, Straße der Nationen 62, 09111 Chemnitz, represented by the Rector** – hereinafter referred to as “TUC” – and to the event attendees – hereinafter referred to as “visitor” and/or “visitors” – who attend the events organised and held by TUC.

1.2 By passing through the entrance in the case of free events, or by ordering or purchasing the ticket(s) in the case of events that are subject to a charge, the visitors accept these General Terms and Conditions for Events at Technische Universität Chemnitz as binding on **themselves and all visitors to the event**.

1.3 A right to participate in the events only exists in so far as the visitor has a valid ticket or a similar access authorisation. Entry is only possible in so far as the capacity of the venue allows it.

## 2 Subject of the agreement / Holding the event

2.1 Agreement to these terms and conditions entitles you to attend the respective event which is subject to these T&Cs. You can find the details, in particular the main features of the event and the entry requirements (e.g. necessary tickets), on the events page on the internet at [www.tu-chemnitz.de/uk/veranstaltungen](http://www.tu-chemnitz.de/uk/veranstaltungen) and/or in the **event information brochure**.

2.2 TUC will ensure that the event is held in accordance with regulations and is obligated to bring about all conditions necessary to do so.

## 3 Start times and admission

3.1 The binding information (date and time) for the events is provided only by the official **event information brochure** published by TUC, the website operated by TUC ([www.tu-chemnitz.de/uk/veranstaltungen](http://www.tu-chemnitz.de/uk/veranstaltungen)) and the tickets themselves. TUC reserves the right to make changes at short notice. TUC does not accept any liability for information in other publications.

3.2 When the event begins, the claim to the seat allocated on the ticket, if applicable, expires.

## 4. Cloakroom

For selected events, there is the option of leaving clothing in the cloakroom. The visitor is given a cloakroom ticket by the cloakroom attendant. The garment is returned to the visitor on presentation of the cloakroom ticket without further checks as to ownership. If the cloakroom ticket is lost, the stored items may only be handed over if the visitor can prove or satisfy ownership thereof. In the case of loss or damage to the garment within the cloakroom, the cloakroom attendants are to be informed immediately. Complaints made after leaving the event are not accepted. When the cloakroom ticket is handed over, TUC assumes liability for grossly negligent or intentional violation of the obligation of safekeeping by the cloakroom attendants. The liability is limited to the present value of the garment. Cash and other items placed in the cloakroom are excluded from the liability. The guest hands over such items at his or her own risk. If there are no cloakroom attendants, no liability is accepted for the items of clothing that are left.

## 5 Lost property

Items of any type that are found on the grounds or in the rooms of TUC are to be handed in to a member of staff or cloakroom attendant. The further processing of lost property complies with the provisions of Sec. 978 et seqq. BGB [*Bürgerliches Gesetzbuch* - German Civil Code].

## 6 Image, film and sound recordings

6.1 The production of image, film and sound recordings of any kind is prohibited in the venue. Any kind of commercial image, film or sound recording made by visitors requires prior written approval from TUC. In this regard, TUC is entitled to make its approval dependent on the agreement of a fee payable to TUC. TUC is to be informed of any planned reporting in good time before the event.

6.2 In the case of particular events, private recording of images, films and sound may be prohibited by TUC for reasons of copyright. **In this case, TUC will put up corresponding notices in the entrance area for the event.**

6.3 Infringements against the provisions in items 6.1 or 6.2 may result in claims for damages or in measures pursuant to items 9.1 and 9.2.

## 7 Right to one's own image

By purchasing a ticket or by attending the event, the visitors agree that TUC and third parties commissioned by TUC are entitled to produce image, film and sound recordings of the visitors in the context of the event without remunerating the depicted persons, and to use or to allow the recording to be used in any manner comprising all known and future media, in particular for reporting in all media, including internet, social media, on image, sound, audio visual or data carriers, in film and radio broadcasts as well as for the promotion of TUC events, for the acquisition of sponsors and for all other business activities of TUC. The visitors consent irrevocably and without reservation to the use of these recordings without limitation in terms of content, time or place. All rights may also be transferred to third parties for the afore-mentioned purposes.

## 8 Safety provisions

The regulation of the Free State of Saxony on places of assembly [*Sächsische Versammlungsstättenverordnung*] is applicable. The occupancy and usage plans approved by the planning permission office of the city of Chemnitz are to be strictly observed. Emergency escape and rescue routes must be kept clear.

## **9 Right to refuse entry**

9.1 Technische Universität Chemnitz exercises the right to refuse entry to its grounds or rooms. It is entitled to issue expulsions and bans from the premises or to take other suitable measures in the context of this right to refuse entry. In particular, visitors may be expelled from events if they are disrupting the event, are disturbing other visitors or have infringed against the terms of use in another significant manner or have committed repeated infringements. Entry may be refused if there is a reasonable assumption that the visitor will disrupt the event or disturb other visitors. In such cases, the ticket price is not reimbursed.

9.2 Furthermore, visitors may be refused entry to TUC events that do not take place on the grounds and in the rooms of Technische Universität Chemnitz if there is reason to assume that they will disrupt the events or disturb other visitors. In addition, visitors may be expelled from events if they are disrupting the event, are disturbing other visitors or have infringed against the terms of use in another considerable manner or have committed repeated infringements. In such cases, the ticket price is not reimbursed.

9.3 Technical devices, in particular mobile phones, pagers and watches with acoustic time signals, must be turned off during the events in the event rooms.

9.4 Bringing and consuming food and drink in the event rooms is generally not permitted.

Exceptions to this provision can only be made in event rooms designated for this purpose.

9.5 Smoking is prohibited inside TUC and is only permitted outside in the areas designated for it.

9.6 As far as entry to a specific event is connected to specific seat, the visitor may only take the seat that is stated on his ticket. If a visitor has taken a seat for which s/he does not have a valid ticket, then TUC can optionally charge the incurred difference, if applicable, remove the visitor from the seat or even expel the visitor from the event.

9.7 Offering and reselling tickets in a private capacity on the grounds or in the rooms of Technische Universität Chemnitz is prohibited.

9.8 The instructions of TUC employees are to be complied with.

## **10 Liability / Cancellation of the event, force majeure, good cause**

10.1 In regard to damage of any kind that a visitor suffers on the grounds or in the rooms of TUC and/or other venues, TUC, its representatives and its vicarious agents are only liable in the case of intent or gross negligence. In the case of gross negligence, liability for indirect damage and consequential damage is excluded.

10.2 If the event cannot be held due to force majeure, strikes, political occurrences or other good cause, claims for compensation by the visitor against TUC, in any form whatsoever, are excluded.

10.3 Data communication via the internet cannot be guaranteed to be without errors and/or available at all times using the currently available technology. In this respect, TUC is not liable for either the consistent or uninterrupted availability of the website or of the service offered on it.

10.4 The limitations of liability according to items 10.1 to 10.3 are not applicable in the case of injury to life, limb or health. In this case, the statutory provisions are applicable.

## **11 Protection of young persons**

The provisions of the German Protection of Young Persons Act (*Jugendschutzgesetz*) apply in regard to all events.

## **12 Severability clause**

If any provision of these terms and conditions is or becomes invalid, then it shall not affect the validity of the remaining provisions of these contractual terms. Rather, the provision shall be replaced retroactively with a regulation that is legally permitted and comes closest to the original provision in substance.

## **13 Applicable law / Other provisions**

13.1 The language of the agreement is German.

13.2 German law applies exclusively.

13.3 Place of jurisdiction and place of performance is Chemnitz.

13.4 TUC reserves the right to change these T&Cs at any time.

Date: 08.01.2015



Rector, Prof. Dr Arnold van Zyl