

# Terms & Conditions

This document sets out the terms and conditions between WeAreDevelopers GmbH and you when you purchase a ticket or register for any event or conference organized by WeAreDevelopers GmbH or participate in any survey of WeAreDevelopers GmbH's. By purchasing a ticket or registering for an event or conference organized by WeAreDevelopers GmbH or participating in a survey you are agreeing to comply with and be bound by these terms and conditions. You should read this document carefully. WeAreDevelopers GmbH reserves the right to change these terms and conditions at any time. Any amended terms and conditions will be posted on this website.

## CONFERENCE ORGANIZER

WeAreDevelopers Conference is being organized by WeAreDevelopers GmbH.

## DECLARATION OF CONSENT

I hereby give my consent for WeAreDevelopers GmbH (and its partners) to collect, process and use my personal data for the purposes of processing the purchase of my ticket and for any other use to which I have consented.

This information will be used for the purposes of processing ticket sales and compiling delegate lists which will be published on our websites and across any relevant online portals, mobile applications, websites, or platforms, and circulated by email to our email database, which includes all past and current delegates. If you do not wish for your name, photograph, country of residence, and company name to appear on the delegate list please send us an email at [hello \(at\) wearedevelopers.com](mailto:hello@wearedevelopers.com)

## PURCHASING TICKETS

I hereby give my consent for the mandatory and voluntary data collected from me during the purchasing and/or registering for tickets sold by WeAreDevelopers GmbH. I declare that the data I provide is correct and truthful. I further give my permission for my user account details to be stored. I acknowledge that I may provide WeAreDevelopers GmbH a reasonable timeframe to remove my details at any time that I no longer wish them to be stored. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose. Should you wish your data to be removed you must request WeAreDevelopers GmbH to do so in writing. Requests will be processed within a 30-day time frame.

Requests can be emailed to [hello \(at\) wearedevelopers.com](mailto:hello@wearedevelopers.com) or addressed to: WeAreDevelopers GmbH, Doblhoffgasse 9/15, Vienna 1010, Austria.

## ONLINE SURVEYS

I hereby give my consent for WeAreDevelopers GmbH to store any voluntary information I may provide in the course of participating in an online survey. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

## WORKSHOPS REGISTRATION

I hereby give my consent for WeAreDevelopers GmbH to share any voluntary information I may provide in the course of registering for any workshop before and during the WeAreDevelopers events with it's partners who are organizing the workshop I registered for.

## TICKET REGISTRATION

I hereby give my consent for WeAreDevelopers GmbH to use for the purposes of processing complimentary or otherwise ticket registration the mandatory data and any voluntary data I provide when registering a complimentary admission ticket. I further give my consent for the voluntary data provided. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

## WEAREDEVELOPERS CONFERENCE PASS TICKETS

In our efforts to allow young people to attend our events, we offer discounted student Conference Pass tickets to our conferences. It is a strict condition of these promotions that only individuals holding a valid student ID can gain admission to the event using these tickets.

Any person redeeming a WeAreDevelopers Conference Pass Ticket must provide relevant identification. We reserve the right to verify your student ID at the check-in of the event.

## EVENT INFORMATION

I acknowledge that WeAreDevelopers GmbH will not provide transport or travel expenses to or from any event or conference.

## VOLUNTEERS

By agreeing to act as a volunteer at an event, I acknowledge that:

I will receive no compensation for travel, accommodation etc.

There is no guarantee that I will be selected to be a volunteer at the event.

If I violate any event rule or fail to show up for an assigned shift, my accreditation can be removed and I will be denied access to the event.

I attest to the truth of all statements made in my application.

The use of alcohol and/or controlled substances before or while on duty is strictly prohibited. Violation of this policy will result in immediate dismissal, removal of accreditation and removal from the event grounds.

In the course of the event I may be dealing with confidential information and I agree to keep such information in the strictest of confidence.

I have read and fully understood these terms and conditions.

## USE OF PERSONAL DATA

WeAreDevelopers GmbH will not share your address, e-mail address, credit card information or personal information to any third party without your permission. I hereby give my consent for WeAreDevelopers GmbH (and subsidiaries) to store the following types of data as a profile for internal purposes:

Mandatory and voluntary data collected when purchasing tickets.

Mandatory and voluntary data collected when registering a complimentary admission ticket as well as the date of the ticket registration.

Voluntary disclosures when participating in online surveys.

If I have opted-in to receive email communication about related events I give consent for WeAreDevelopers GmbH or subsidiary companies to analyse and use the data for the purpose of targeted advertising communications to me on relevant topics and products in connection with WeAreDevelopers GmbH or subsidiary events and promotions.

If I have provided my mobile telephone number I consent to WeAreDevelopers GmbH or subsidiary companies to contact me by SMS in relation to events for which I am purchasing a ticket or registering an expression of interest.

I furthermore consent to the mathematical and statistical analysis of my personal data for advertising purposes (scoring). However, my e-mail address may be used for advertising purposes only with my express consent.

I also give my consent for my data to be updated and supplemented with additional data.

Accordingly, I give my consent for WeAreDevelopers GmbH (and subsidiaries) to collect data relating to me personally from public domain sources and to store these along with my personal data that are already under the control of WeAreDevelopers GmbH (and subsidiaries). I give my consent for WeAreDevelopers GmbH (and subsidiaries) to analyse this newly collected data together with the data already under their control and to use the same for the purpose of targeted advertising communications to me on relevant topics and products in connection with trade fairs and/or exhibitors of interest.

### Personal information

When personal information (e.g. name, e-mail address, work address, phone numbers and other contact information) is provided through the WeAreDevelopers GmbH website or directly to us by e-mail you give consent to WeAreDevelopers GmbH for:

Processing and administering your personal data to perform all necessary actions to give effect to your request or instructions

Retaining a record of incoming and outgoing communications (e.g. email) to process your personal data as outlined in this Privacy Statement.

WeAreDevelopers GmbH may also collect the following information about you:

Information that you provide by filling in forms on our site.

Name and physical shipping, contact and payment addresses.

Email address and telephone numbers

Credit card, debit card or bank information.

Date of birth

Tax identification or VAT number (if applicable)

Social Media profiles, e.g. Facebook, Twitter, LinkedIn

If you contact us we may keep a record of that correspondence.

Information we receive from credit reference and fraud detection agencies or other third parties we may use to verify your information. We may ask you to complete surveys for research purposes, although you do not have to respond to them.

## Right of Access

You have a right to be given a copy of any of your personal data held by WeAreDevelopers GmbH. Requests for a copy of your personal data can be emailed to hello (at) wearedevelopers.com or addressed to: The Office Manager, WeAreDevelopers GmbH, Doblhoffgasse 9/15, Vienna 1010, Austria.

## Right of rectification or erasure

If WeAreDevelopers GmbH hold incorrect information about you which was originally submitted by you through this website, you have the right to have the data amended. Further, you have the right to have any information you have sent to us via this website erased. To request your right to rectification and/or erasure please send your request to hello (at) wearedevelopers.com or in writing to: WeAreDevelopers GmbH, Doblhoffgasse 9/15, Vienna 1010, Austria.

## Requests should include:

Your name and address.

A description of the specific personal data you wish rectified.

Please note that WeAreDevelopers GmbH is not required to rectify or erase your data where doing so would prevent you from meeting your contractual obligations to WeAreDevelopers GmbH or where WeAreDevelopers GmbH is required to process (including retaining) your personal data for a lawful purpose in accordance with the Data Protection Acts. In the event of any conflict between these terms and the provisions of the Data Protection Acts, the Data Protection Acts shall prevail.

## Security

The security of your Personal Information is important to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while we strive to use

commercially acceptable means to protect your Personal Information, WeAreDevelopers GmbH cannot guarantee its absolute security and cannot accept any liability where the security of your Personal Information is compromised. The security of your personal information is important to us. When you enter sensitive information (such as credit card number) on our registration or order forms, we encrypt that information using secure socket layer technology (TLS/SSL).

## Cookies

Like many other web services, WeAreDevelopers GmbH uses cookies. A cookie is a packet of information sent by a web server to a browser, which is then sent back by the browser each time it accesses that web server. The use of cookies is a prerequisite for the WeAreDevelopers GmbH service.

Blocking Cookies: You can remove or block certain cookies using the settings in your browser, but the Offerings may cease to function properly if you do so.

## Changes to this Policy

WeAreDevelopers GmbH reserves the right to modify this Data Protection Policy and Declaration of Consent at any time. Any changes will be posted on our homepage and other places we deem appropriate so that you are aware of the changes.

## REFUND AND CANCELLATION POLICY

All purchases of tickets for conferences and events are non-refundable in their entirety. Your ticket remains the property of WeAreDevelopers GmbH and is a personal revocable license, which may be withdrawn, and admission refused at any time.

In the unlikely event of cancellation of a conference or event the liability of WeAreDevelopers GmbH is limited to the share of paid registration fees that remains after credit card and payment processing fees have been incurred and deducted.

It is strictly forbidden for any company, organisation or attendee to attempt to host or organise any event in conjunction with, contiguous to or purporting to be related to WeAreDevelopers Conference or its affiliates without the express prior permission and co-operation of WeAreDevelopers GmbH. In the event of a breach of these terms any tickets purchased will be rendered null and void. WeAreDevelopers GmbH reserves their right to take such legal action including a claim for damages as may be appropriate.

The tickets purchased are for your own personal use or that of your business only and may not be re-sold or transferred for commercial gain under any circumstances, including but not limited to use as part of any promotion or competition. Where there has been any re-sale or attempted re-sale of any tickets (or any other breach of this term), we reserve the right to cancel the relevant tickets with immediate effect.

We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket broker or tout.

WeAreDevelopers GmbH reserves the right to refuse admission to any event or conference for any behaviour, which it deems unacceptable, or for breach of the terms and conditions.

WeAreDevelopers GmbH will not be responsible for any tickets that are lost or stolen. The unauthorised use of photographic and recording equipment at events and conferences is prohibited. You consent to film and sound recording as attendees at any event or conference.

WeAreDevelopers GmbH and its subsidiaries will not be liable for any loss injury or damage to any person or property howsoever caused (save for death or personal injury as a result of WeAreDevelopers GmbH's negligence or for any other type of liability that cannot by law be excluded or limited.)

WeAreDevelopers GmbH will not be liable for the granting of any visas that are required to attend any event or conference. In the event that an attendee's visa is not granted tickets will not be refunded for any event or conference.

Name changes will be facilitated free of charge. No name changes will be facilitated 7 days prior to the commencement of the event and the ticket price will be forfeited.

For questions about registration or assistance with any registration problems, please contact us at hello (at) wearedevelopers.com

If you have been selected to volunteer at the event but have already bought a ticket, you are not eligible for a refund.

## COMPLAINTS

Complaints can be made to hello (at) wearedevelopers.com. We will endeavor to resolve any customer complaints where reasonable.

## EVENT CANCELLATION, POSTPONEMENT & SUBSTITUTION POLICY

WeAreDevelopers GmbH is not responsible for any loss or damage as a result of a substitution, alteration, cancellation or postponement of an event. WeAreDevelopers GmbH shall assume no liability whatsoever in the circumstances that an event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of an event impracticable, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergency.

Please note that while speakers and topics are confirmed at the time of publishing, circumstances beyond the control of the organisers may necessitate substitutions, alterations or cancellations of the speakers and/or topics. As such, WeAreDevelopers GmbH reserves the right to alter or modify the advertised speakers and/or topics if necessary without any liability to you whatsoever. Any substitutions or alterations will be updated on our web page as soon as possible.

## Delivery Policy

Once a successful purchase transaction has been completed, tickets are delivered in electronic soft-copy via email to the email address nominated by the purchaser. For some ticket types it may be necessary to complete required information – such as attendee name or tax identification number – before the tickets can be issued. The ticket acts as a receipt for the transaction and can be used to redeem entry at the event listed on the ticket. A printed hard-copy ticket or an electronic soft-copy ticket detailing the

reference number can be used to register for the event. Austrian law governs these terms and conditions and any dispute is subject to the exclusive jurisdiction of the Austrian Courts.

## GENERAL CLAUSES

WeAreDevelopers GmbH shall be entitled to delegate the duties provision of its obligations under this Agreement.

No other terms shall apply to this Agreement and these terms contain the entire agreement and understanding between us in respect of all matters which are referred to herein and supersede any prior, written or oral agreement between us relating to such matters. You confirm that in agreeing to accept these terms you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a part of these terms. However, nothing in these terms purports to exclude liability for any fraudulent statement or act.

If any part of the terms herein shall be deemed unlawful, void or for any reason unenforceable then that provision shall be deemed to be severable from these terms and shall not affect the validity and enforceability of any of the remaining provisions of the terms.

You agree not to:

Use the website (or any part of it) for any illegal purpose and agree to use it in accordance with all relevant laws;

Upload or transmit through the website (i) any computer viruses, macro viruses, trojan horses, worms or anything else;

Use the website in a manner which (i) may cause the website to be interrupted, damaged, rendered less efficient or such designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety; (iii) that the effectiveness or functionality of the website is in any way impaired or (iv) violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy) of the website; Copy or distribute any part of the website in any medium without our prior written consent and alter or modify any part of the website other than as may be reasonably necessary to use the website for its intended use.

We reserve the right to –

Modify or withdraw, temporarily or permanently, the website (or any part of it) with or without notice to you.

Change these Terms from time to time. Your continued use of the website (or any part of it) following such change shall be subject to and including the changes made to the terms from time to time.

Monitor any activity and content associated with the website.

We may investigate any reported violation of these Terms to confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the website; and/or deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the

website; and/ or complaints relating to the website and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the website).

Video footage and/or photos will be taken during this event, which may or may not include your recognizable image.

Please be advised, by participating in this event, you agree to allow WeAreDevelopers to use the images in print, digital or web-based formats for promotional and archival purposes.

## LIMITATION OF LIABILITY

Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its accuracy.

The website is provided on an “as is” and “as available” basis for your information and personal use only without any representation or endorsement. Unless specified in separate terms and conditions relating to a particular product or service, we make no warranties of any kind, whether express or implied, in relation to the website, or products or services offered on the website whether by us or on our behalf (including free downloads) including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade. You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the website and any information provided to or taken from the website by you.

## INDEMNITY

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of the terms by you or any other liabilities incurred by us arising out of your use of the website, or use by any other person accessing the website using your pc or internet access account.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained within the website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorized by us.

We reserve all rights not expressly granted in and to the website and the content on the website.

## Competitions

By participating in the Competition and accepting these Official Rules, each Participant agrees that:

- The participant will be available and able to attend the WeAreDevelopers World Congress 2019 Conference in Berlin, Germany



- Do not use expressions that indicate violence or forms of discrimination, obscenity, or defamation.

By submitting an Entry, Participant understands and grants to WeAreDevelopers an irrevocable, perpetual, non-exclusive, worldwide license to use his/her Entry on WeAreDevelopers various websites and social media sites, and in advertising and/or promotional activities worldwide without compensation, permission, or notification. WeAreDevelopers reserves the right in their absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Participant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Participant owns all rights to the Entry, including without limitation, copyrights; and (c) Participant will indemnify and hold harmless WeAreDevelopers and related entities, agents and assignees from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Participant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Competition.

COMPETITION ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL PARTICIPANT AND DO NOT REFLECT THE VIEWS OF ANY AFFILIATED SPONSOR IN ANY MANNER.

Participants agree to these Official Rules and the decisions of WeAreDevelopers, and release and hold WeAreDevelopers, any affiliated sponsors, and all other businesses involved in this Competition, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Competition, and the acceptance and use/misuse of the prize offered. Participants waive all rights to claim punitive, incidental and consequential damages. Finalists/Winners assume all liability for any injury or damage caused or claimed to be caused, by participation in this Competition or use/misuse or redemption of the prize. WeAreDevelopers is not responsible for any typographical or other error in the printing of the offer, administration of the Competition or in the announcement of any prize.

No confidential relationship is established by any Competition Participant and WeAreDevelopers as a result of participating. None of the information submitted by the Participant will be treated as trade secrets, confidential information or as protected data.

By participating in the Competition, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of WeAreDevelopers, which are final and binding in all matters relating to the Competition. Failure to comply with these Official Rules may result in disqualification from the Competition. WeAreDevelopers reserves the right to: (i) permanently disqualify from any Competition it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw any method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Competition). If, for any reason, the Competition is not capable of being conducted as planned, including but not limited to infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or other causes whether or not beyond the control of WeAreDevelopers, WeAreDevelopers reserves the right at its sole discretion to cancel, terminate, modify or suspend the Competition. WeAreDevelopers is not responsible if the Competition cannot be implemented or prizes cannot be awarded due to delays or interruptions due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. WeAreDevelopers also reserves the right in its sole discretion to disqualify any individual or Participant

found to be violating these Official Rules or suspected of attempting to disrupt or defraud the entry process or the operation of the Competition. WeAreDevelopers reserves the right to disqualify any Participant at any time during the Competition Period that may be found ineligible.