

## General Terms and Conditions of f-cell Canada 2023

### 1. Scope

The following terms of contract govern your participation in a conference (hereinafter also referred to as "event" or "congress") organized by Landesmesse Stuttgart GmbH, Stuttgart, hereinafter referred to as "organizer", "we" or "us".

### 2. Contents of contract

The contents of the contractual services to be provided by the organizer ("contractual contents") include the entire organization of the conference by the organizer before and during the conference. These contractual services include, in particular, services involving continuous market observation, addressing and inviting key players and the contents of the conference program organized in plenary and parallel sessions. Furthermore, the services to be provided by the organizer include a broad communication spectrum (including advertisements, press relations, etc.) in digital and printed form, as well as the provision of a networking platform for all players. These services to be provided by the organizer before and during the congress, which are not exhaustively listed here, will be included in the ticket price.

### 3. Conclusion of contract

By registering and ordering one or more tickets, you accept our terms and conditions. With our acceptance of your order, a contract between you and us as the organizer including our terms of contract as an integral part is concluded.

### 4. Conference Fees

[www.hyfccl.com/tickets](http://www.hyfccl.com/tickets)

\* Prices do not include taxes. 5% GST will be additional.

Where stated as being included, ticket prices may include a combination of the following for the days for which tickets are purchased: sessions at the conference, access to the trade fair, documentation (accessed via an online platform), non-alcoholic drinks, lunch, and access to the Evening Event on June 6, 2023.

### 5. Conference Venue

The conference will be held from June 5 to 7, 2023 at:

#### Vancouver Convention Centre

1055 Canada Place  
Vancouver, British Columbia V6C 0C3  
Canada

We reserve the right to hold the conference at another suitable location. The organizer will inform about a change of the venue in time. Accommodations are not provided.

### 6. Registration, Payment, and Check-In

By submitting your order for tickets and payment through the event website [www.hyfccl.com](http://www.hyfccl.com) or the website of our ticketing partner (together, the "Website") or in-person at the conference venue, you agree to purchase the tickets you have chosen, and agree to these

Natalie Esenwein | Manager, Trade Fairs and Events | +49 711 18560-2261  
[natalie.esenwein@messe-stuttgart.de](mailto:natalie.esenwein@messe-stuttgart.de)  
Page 1 of 5

You can object at any time to advertising from Landesmesse Stuttgart GmbH.  
For this purpose, please send an e-mail to [widerspruch@messe-stuttgart.de](mailto:widerspruch@messe-stuttgart.de)  
For an objection, no costs will be incurred other than the transmission costs in accordance with the basic tariffs.  
You can find information on the use of your data at [www.messe-stuttgart.de/en/data-protection-declaration/](http://www.messe-stuttgart.de/en/data-protection-declaration/).

hy-fcell Canada

5<sup>th</sup> Annual International  
Hydrogen & Fuel Cell Event

Vancouver  
June 5-7, 2023

[www.hyfccl.com](http://www.hyfccl.com)

Messe Stuttgart



Landesmesse Stuttgart GmbH  
Messepiazza 1  
70629 Stuttgart · Germany

T +49 711 18560-0  
F +49 711 18560-2440  
[info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)  
[www.messe-stuttgart.de](http://www.messe-stuttgart.de)

Stuttgart District Court:  
HRB 585

Chairman of  
Supervisory Board:  
Thomas Fuhrmann,  
Deputy Mayor

Presidents:  
Roland Bleinroth, CEO  
Stefan Lohnert

terms and conditions. After submitting your order and successful payment on the Website, or via bank transfer with prior approval, we will email you a digital confirmation of your booking with your e-ticket and digital invoice. If you have purchased tickets in-person, you will receive your conference badge upon clearance of your payment. If you elect to pay by bank transfer after issuance of an invoice: (a) your tickets are reserved only and will become available to you after making payment; and (b) you agree to make that payment within 14 days of your agreement to purchase the tickets. It is at the organizer's discretion to refuse entry to the event if the invoice payment has not been received by the organizer. If the organizer decides to refuse the entry to the event, you are obliged to pay for the purchased tickets anyway.

You must present your e-ticket at the check-in desk at the conference, where you will receive your conference badge.

By providing a credit card or other payment method that we accept, you state to us that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your order (including any applicable taxes and other charges). If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in relation to the payment method you select in order to proceed with your order.

Our presentation of products or services will not be considered a binding offer, but rather an invitation to place an order. Once you conclude the online purchase process, we will have a binding contract of sale.

## 7. Cancellation – IMPORTANT TERMS

If you cancel up to six (6) weeks before the event (on or before April 23, 2023), we will charge a processing fee of 25% of the price of the ticket. In case the ticket has been paid already, we will refund the difference. If you cancel with less than six (6) weeks remaining before the event start date (on or after April 24, 2023), we will charge a fee equal to 100% of the ticket price. Any request to cancel your order must be made in writing. You are not permitted to cancel your order on the basis that the program, presenters, location or dates have changed. The latest program can be found on the Website.

Please note: Tickets are transferrable up to 3 days before the start of the first day of the event (on or before June 2, 2023). This means that you may give your ticket to another person if you cannot attend. For a transfer, we require notification from you in writing or by email to [hyfcell@messe-stuttgart.de](mailto:hyfcell@messe-stuttgart.de). The new attendee is responsible for following these terms and conditions.

## 8. Unforeseeable Events and Refunds

We may cancel or postpone the conference if we determine there will be insufficient attendees on the scheduled dates.

If an event outside of our reasonable control occurs (such as natural disasters, strikes, epidemics, pandemics, energy supply or operational disruptions, energy shortages, official orders, legal prohibitions, industrial action or other cases of force majeure, which make it impossible to carry out the event) which renders the conference impracticable to hold on the scheduled dates, we may do one of the following:

- (a) postpone the conference to any date, in which case your ticket price will not be refunded to you except where you provide satisfactory evidence that the new dates conflict with another event or other of your obligations that would prevent you from attending the conference;

hy-fcell Canada

5<sup>th</sup> Annual International  
Hydrogen & Fuel Cell Event

Vancouver  
June 5-7, 2023

[www.hyfcell.com](http://www.hyfcell.com)

Messe Stuttgart



Landesmesse Stuttgart GmbH  
Messepiazza 1  
70629 Stuttgart · Germany

T +49 711 18560-0  
F +49 711 18560-2440  
[info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)  
[www.messe-stuttgart.de](http://www.messe-stuttgart.de)

Stuttgart District Court:  
HRB 585

Chairman of  
Supervisory Board:  
Thomas Fuhrmann,  
Deputy Mayor

Presidents:  
Roland Bleinroth, CEO  
Stefan Lohnert

- (b) shorten the conference, in which case your ticket price will not be refunded to you;
- (c) cancel the conference after it has started, in which case your ticket price will not be refunded to you;
- (d) cancel the conference: up to two (2) months before the scheduled start date (on or before April 4, 2023), in which case a fee of 10% of your ticket price will be charged; or within two (2) months of the scheduled start date (on or after April 5, 2023), in which case a fee of 25% of your ticket price will be charged. In case the ticket has been paid already, we will refund the difference.

hy·cell Canada

5<sup>th</sup> Annual International  
Hydrogen & Fuel Cell Event

Vancouver  
June 5-7, 2023

[www.hyfcell.com](http://www.hyfcell.com)

## 9. Personal Data

Your submission of personal information through the store is governed by our privacy policy, available at <https://www.messe-stuttgart.de/hyfcell/data-protection-declaration>. The booking and registration process is handled by an external service provider of the organizer, which is contractually obliged according to Article 28 of the European General Data Protection Regulation (GDPR). You consent to the organizer recording, storing, changing, and transmitting the personal data you provide, solely for the purpose of fulfilling these terms and the intended use of the tickets (especially for processing, invoicing, and issuing receipts in respect of your order and payment for tickets to the conference), and the organizer shall do so according to the latest data protection regulations in GDPR (Art. 6 (1) lit. c). You consent to your personal data being transferred to an external service provider and other third parties if this is necessary to fulfil the purpose of these terms and the intended use of your tickets. Revocation of use of the data for these purposes (postal address) may be sent at any time by post to the organizer's address below or by e-mail to [widerspruch@messe-stuttgart.de](mailto:widerspruch@messe-stuttgart.de) without cost to you, except the cost to send it by post.

### Recordings, Appearance Release, and Copies of Conference Materials

You acknowledge and agree that we and third parties might make photographic, video, sound, or other recordings or artistic depictions of you at the conference, which might be reproduced and published. You hereby authorize us and our successors and assigns to record your likeness, image, voice, sounds by photography, video recording, or any other medium whatsoever (the "Recordings"), edit those Recordings as we may desire, and incorporate those Recordings in marketing materials for the conference, any similar conference, or our services in organizing similar conferences. We and our successors and assigns will own all interest whatsoever, including copyright, in the Recordings and any related materials. You hereby fully and forever RELEASE AND DISCHARGE us from all manner of actions—whether actual or threatened—suits, accounts, bonds, claims, and demands whatsoever arising at any time in relation to the Recordings. You may not make any audio or video recordings at the conference without our written permission. You may not make or distribute copies of materials provided to you at the conference without our, or the relevant owner's prior written consent.

## 10. Conduct at the Conference

You agree to comply with all applicable local laws at the conference, as well as any requirements imposed by the venue at which the conference is held. You agree to comply with all regulations we may post on one or more occasions at the conference, such as food and drink policies, dress code, and hours of attendance. If you do not comply with these laws or regulations, or if you exhibit disruptive, dangerous, abusive, or impolite behavior we may,



Landesmesse Stuttgart GmbH  
Messepiazza 1  
70629 Stuttgart · Germany

T +49 711 18560-0  
F +49 711 18560-2440  
[info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)  
[www.messe-stuttgart.de](http://www.messe-stuttgart.de)

Stuttgart District Court:  
HRB 585

Chairman of  
Supervisory Board:  
Thomas Fuhrmann,  
Deputy Mayor

Presidents:  
Roland Bleinroth, CEO  
Stefan Lohnert

in our complete discretion, eject you from the conference and revoke your license to attend the conference, as well as any future conferences.

#### **11. Place of Performance/Jurisdiction/Applicable Law**

The place of performance is the place where the Organizer has its registered office or where the event takes place.

If the participant is a merchant, a legal entity under public law or a special fund under public law or if the participant has no general place of jurisdiction in Germany or, after the conclusion of the contract, has relocated its registered office abroad, the sole place of jurisdiction for disputes before ordinary courts is the registered office of the Organizer. The Organizer is also entitled to assert his own claims at the court of jurisdiction responsible for the participants' headquarters.

These General Terms and Conditions and contracts concluded on the basis thereof shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

#### **12. Text form/supplements/other provisions**

The house rules of the event location and all other provisions which the participant receives before the start of the event are an integral part of this contract. The implementation regulations of the venue are also binding for the participants. All agreements, individual approvals and special regulations require the written approval of the Organizer. Possible invalidity of one of the above contractual clauses shall not affect the validity of the remaining contractual clauses. Reprinting, even in part, is not permitted.

No supplements have been agreed orally. Amendments or supplements to the General Terms and Conditions (GTC) and the contracts concluded between the Organizer and the participant must at least be in text form in order to be effective. This also applies to this text form clause. Changes that do not at least maintain the text form are invalid. The validity of individual agreements, in whatever form, remains unaffected by this text form clause.

Should individual provisions of these GTC be or become invalid in whole or in part, or should there be a gap in these GTC, the validity of the remaining provisions shall not be affected.

#### **13. Notices**

Any notices you wish to send to us must be sent to:

##### **Landesmesse Stuttgart GmbH**

Post: Messepiazza 1, 70629 Stuttgart, Germany

Tel.: +49 711 18560-0

Fax: +49 711 18560-2440

Email: [info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)

#### **Supplement to the General Conditions of Contract**

##### **Special agreements on COVID 19 pandemic**

Event cancellation due to coronavirus SARS-CoV-2

The Contracting Parties assume that an extension of the currently existing official event bans will largely depend on how the COVID 19 pandemic will develop in the coming weeks and months. With this premise the Contracting Parties shall agree to the following:

If the event takes place, the Contracting Parties shall ensure that the safety and hygiene measures required to carry out the event are fully implemented.

hy-fcell Canada

5<sup>th</sup> Annual International  
Hydrogen & Fuel Cell Event

Vancouver  
June 5-7, 2023

[www.hyfccl.com](http://www.hyfccl.com)

Messe Stuttgart



Landesmesse Stuttgart GmbH  
Messepiazza 1  
70629 Stuttgart · Germany

T +49 711 18560-0  
F +49 711 18560-2440  
[info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)  
[www.messe-stuttgart.de](http://www.messe-stuttgart.de)

Stuttgart District Court:  
HRB 585

Chairman of  
Supervisory Board:  
Thomas Fuhrmann,  
Deputy Mayor

Presidents:  
Roland Bleinroth, CEO  
Stefan Lohnert

If the threat of the Coronavirus SARS-CoV-2 persists and the event cannot be held due to a general ruling, a prohibition ordinance or an official order, which include the period of the planned event date, the organizer is entitled to conduct the event virtually. In this case, the participant will receive a price reduction (cost of virtual congress participation CA\$ 500 net). Upon notification by the organizer, the participant may object to the possibility of his virtual participation in the event at least in text form within a period of 14 days – at the latest two (2) days before the event – and thus withdraw from the concluded contract. The objection shall be deemed to have been made in good time if it is received by the organizer within this period. In case of a timely objection, the participant will receive a refund of 100% of the ticket price paid. Asserting claims for damages is excluded for both Contracting Parties.

The regulation "8. Unforeseeable Events and Refunds" shall not apply by way of exception, if the event is cancelled due to the coronavirus SARS-CoV-2.

### **Data protection**

Our data protection information can be found at <https://www.messe-stuttgart.de/hyfccl/data-protection-declaration>

hy·cell Canada

5<sup>th</sup> Annual International  
Hydrogen & Fuel Cell Event

Vancouver  
June 5-7, 2023

[www.hyfccl.com](http://www.hyfccl.com)

Key to

Markets

**Messe Stuttgart** 

Landesmesse Stuttgart GmbH  
Messepiazza 1  
70629 Stuttgart · Germany

T +49 711 18560-0  
F +49 711 18560-2440  
[info@messe-stuttgart.de](mailto:info@messe-stuttgart.de)  
[www.messe-stuttgart.de](http://www.messe-stuttgart.de)

Stuttgart District Court:  
HRB 585

Chairman of  
Supervisory Board:  
Thomas Fuhrmann,  
Deputy Mayor

Presidents:  
Roland Bleinroth, CEO  
Stefan Lohnert