



## **1. General Information**

- 1.1 These General Terms and Conditions of Business (referred to hereinafter as "Conditions of Participation") apply to participation in all events of the Zurich Heart House, Stiftung für Herz- und Kreislaufforschung, Hottingerstrasse 14, CH-8032 Zurich, Switzerland (referred to hereinafter as "ZHH") and govern the legal relationship between ZHH and attendees of these events (referred to hereinafter as "Participants").
- 1.2 Any regulations deviating from or supplementing these Conditions of Participation must be approved in writing by ZHH.
- 1.3 Offers from the Zurich Heart House are non-binding.

## **2. Cancellation of Participation**

- 2.1 The Participant may only withdraw from the contractual relationship up to two weeks before the beginning of the event. This withdrawal is contingent on ZHH having in its possession at this point in time the cancellation statement from the Participant and his/her Congress passes and/or day passes. In this case, ZHH is entitled to charge the Participant a processing fee of CHF 50.00, which includes the legally applicable value-added tax. Any payments already rendered by a Participant who has withdrawn are refunded to the Participant immediately after the end of the congress less the above processing fee.

## **3. Event Modification or Cancellation**

- 3.1 The event only takes place if the minimum number of participants is reached. If this minimum number is not reached based on registrations prior to the start of the event, ZHH is entitled to cancel or reschedule the event.
- 3.2 ZHH is entitled to replace speakers for events, to change the venue or time of events or to cancel events and to make changes in the program.
- 3.3 If an event is canceled, the Participant is refunded the payments he/she made to ZHH. This Agreement precludes the assertion of any further compensation claims or other claims by the Participant against ZHH.

## **4. Force majeure**

- 4.1 If an unforeseen event for which ZHH is not responsible precludes the staging of an event in part or in full or does not allow the event to be carried out in the planned manner, ZHH is entitled to withdraw from the Agreement.

4.2 In case of force majeure in accordance with Clause 4.1 of these Conditions of Participation, ZHH agrees to inform the Participant immediately that the event cannot be carried out in part or in full. If the staging of the event is prevented in full, ZHH agrees to refund to the Participant all payments rendered; if prevented only in part, ZHH agrees to render pro-rated payments. This Agreement precludes the assertion of any further compensation claims or other claims by the Participant against ZHH.

## **5. Terms and Conditions of Payment**

5.1 The payments to be rendered to ZHH by the Participant are indicated on the ZHH registration form for the given event.

5.2 The payment of the participation fee is due and payable with the registration. The legal effectiveness of the registration is contingent on the Participant's payment being credited to the account of ZHH.

5.3 The congress fee is not charged for courses or congresses that are free of charge.

## **6. Restriction of Liability and of Compensation Claims**

6.1 ZHH bears liability in the case of wrongful intent or gross negligence. If ZHH is culpable of a breach of contract involving only regular negligence, its liability is limited to foreseeable damage typical of this kind of contract. Liability is waived completely for entrepreneurs culpable of non-material breaches of contract involving slight negligence.

6.2 ZHH is discharged from its obligation to perform the contract in the case of force majeure or other impairments of its capabilities to perform for which it is not culpable. This discharge does not entitle the Participant to compensation or other claims against ZHH. Transport conditions and operational breakdowns are also categorized as force majeure.

6.3 ZHH is not liable for transmission errors owing to the use of electronic data processing for the handling of the contractual relationship.

## **7. Final Terms and Conditions**

7.1 Zurich is deemed the exclusive legal venue for all mutual obligations arising from the Conditions of Participation and the contractual relationship between the Participant and ZHH.

7.2 All agreements, individual approvals and special regulations must be confirmed in writing by ZHH to attain legal validity. This provision also applies to deviations from these Conditions of Participation.