

# JAZOON

INTERNATIONAL CONFERENCE FOR THE SOFTWARE COMMUNITY  
22-23 OCTOBER 2013, ZURICH

## General Terms and Conditions (GTC)

### 1 Concepts and responsibilities

Keynode AG (hereinafter referred to as the "Organizer") is the organizer of Jazoon, an international conference for software developers. The event is held annually in Zurich. General information is available on the Organizer's website at <http://jazoon.com>.

### 2 Contract conclusion and delivery of online orders

#### 2.1 General

The information on the website <http://jazoon.com> does not constitute an offer within the meaning of the Swiss Code of Obligations, but rather an invitation to the participant to make an offer. The participant submits via this website the required data and in return he shall receive the services of the Organizer and information on prices. The online order shall be completed by credit card payment or the delivery of the invoice by the Organizer. The participant hereby accepts these General terms and conditions (GTC).

#### 2.2 Acceptance of online orders

The contract for the purchase of a ticket shall come into effect only when the GTC are expressly accepted by the user and the confirmation is sent by the Organizer. For this purpose, the Organizer shall send an electronic acknowledgement to the participant's email address as specified at the time of the order.

#### 2.3 Erroneous deliveries of online orders

If there is a discrepancy between the online order of the participant and the confirmation of the Organizer sent by electronic means, the participant shall be required to contact the Organizer within three working days. The same applies if no confirmation has been received.

#### 2.4 Accountability of the participant

The participant understands and accepts that all services accessed through his online account shall be attributed to him as the account holder, regardless of whether services have been accessed by him or

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another person. The participant shall take all necessary precautions to keep his password secret and prevent unauthorized access and abuse. The participant shall inform the Organizer immediately if he knows or suspects that unauthorised third parties have gained access to or abused his password so that the Organizer can block the online account of the participant.

## **3 Prices**

The prices on the <http://jazon.com> website are inclusive of value added tax. The Organizer reserves the right to adjust prices on his website at any time.

## **4 Payment**

Payment for tickets is made exclusively by debiting the credit card (Euro Card / Master Card, Visa, Post Card) specified during the ordering process or by invoicing, which must be paid two weeks before the conference starts.

## **5 Ticket exchange or returns**

### **5.1 General**

Tickets may not be returned or exchanged. The Organizer accepts no liability and will make no reimbursement if the participant fails to arrive at the event, in particular, as a result of illness, natural disasters, terrorist attacks or military action. The ticket purchaser is personally responsible for taking out cancellation insurance to cover such eventualities.

### **5.2 Postponement or cancellation of the event**

If the the venue is changed or the event postponed or cancelled, tickets will remain valid for the new date or venue irrespective of the reasons for the change. Tickets may not be returned or exchanged.

## **6 Obligations of the participants when attending an event**

It is prohibited to make sound and/or video recordings of any kind. With the purchase of a ticket, the participant acknowledges the safety, access and other rules of the Organizer. He also accepts that he can be excluded from the event without compensation should he fail to comply with these rules.

## **7 Disclaimer of liability**

### **7.1 Liability in connection with hotel bookings**

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The Organizer shall not be liable for damages, losses or claims in connection with the organization and execution of hotel bookings via Zürich Tourismus or other direct bookings. This includes the liability for any direct, indirect or consequential damages. The provisions of the relevant booking partner shall apply for hotel bookings.

## **7.2 Liability in connection with event services**

The Organizer shall not be liable for damages, losses or claims in connection with the organization and execution of the event, in particular, due to event cancellations, including any direct, indirect or consequential damages.

## **7.3 Liability concerning the use of the Internet**

The Organizer strives to ensure that the information provided on the website <http://jazoon.com> is complete, correct and up-to-date. The Organizer makes no guarantee that the information on its website is correct, complete and up-to-date and accepts no liability for any resulting damage or loss. The participant acknowledges that the Organizer makes no guarantee about the content of linked websites and accepts no liability for such content. Due to the technical characteristics of the Internet, the Organizer does not guarantee the constant, error-free availability of its services over the Internet. The Organizer cannot rule out unlawful and unauthorised computer access or abuse of data disclosed by the participant and assumes no liability for any resulting damage or loss. In addition, the Organizer shall accept no liability for damage to the participant's computer system as a consequence of using the website <http://jazoon.com> and, in particular, shall not be liable for damage as may be caused to the Ticket Purchaser's computer system by malware, such as viruses, worms and Trojan horses. The participant uses his hardware (including printers), operating software and telecommunications equipment to use the services provided by Jazoon at his own risk and expense.

## **8 Liability of the participants**

Swiss statutory liability provisions shall apply.

## **9 Data protection**

For the smooth running of its ticket selling operations, the Organizer requires basic information such as the name, address, telephone number and e-mail address of the participant and, if payment is made by credit card, the participant's credit card details ("customer data"). The name and address of the client are passed on to the delivery partners of the Organizer. The Organizer processes customer

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data in accordance with Swiss data protection legislation. The Organizer processes, uses and stores customer data, to the extent necessary for the provision of its services and, in particular, to run its ticket-selling operations, to safeguard technical and operational reliability, to make its website available and to maintain it, and to issue invoices and collect payments. The personal information may also be used for networking at the event, so that participants can get in touch with each other. In addition to customer data, the Organizer also stores information on order and delivery dates for internal order control purposes. The Organizer may appoint third parties to process customer data, such as an external operator of the website or a collection agency, in particular. Customer data may be disclosed to parties located abroad if such use is permitted in the context of the intended purpose. The participant acknowledges and expressly agrees that the Organizer may use customer data within the scope of the aforementioned business operations, or have it processed by third parties in or outside of Switzerland.

## **10 Change of the General terms and conditions (GTC)**

Keynode AG reserves the right to change the GTC at any time.

## **11 Use of the Jazoon website**

The entire content of the Jazoon website is protected by copyright and is if not provided otherwise the sole property of Keynode AG. The Jazoon website may contain references to intellectual property and usage rights which must be observed. The Jazoon website may not be reproduced (in whole or in part), distributed, transmitted (electronically or by other means), modified, linked or used for public or commercial purposes without the prior written consent of Keynode AG.

## **12 Severability**

If any provision of these General terms and conditions should become ineffective or unenforceable in whole or in part, the effectiveness and enforceability of the remaining provisions of the GTC shall remain unaffected thereby. In this case, the parties shall replace the invalid or unenforceable provision by an effective and enforceable provision, which comes closest to achieving the business purpose of the void provision. The same shall apply to any omissions to these GTC.