

Arnold & Richter Cine Technik GmbH & Co Betriebs KG: General Terms and Conditions for Seminars, Trainings, and Events

1. Validity and Scope

The following General Terms and Conditions ("GTC") regulate the contractual relationship between the participant ("Participant") in seminars, training, or other events ("Events"), and Arnold & Richter Cine Technik GmbH & Co. Betriebs KG ("ARRI") as the organizer.

Any amendments or ancillary agreements require prior written confirmation from ARRI in order to be valid and only apply to the individual business case in question. Any terms and conditions of the Participant to the contrary shall not be recognized, even if there have been no explicit objections to them.

By registering or participating, the Participant declares his or her express agreement with these GTC.

2. Registration and Conclusion of Contract

Registration must be carried out in writing or in electronic form. The Participant may register himself/herself or his/her employees directly with ARRI or via the Eventbrite portal (<http://arriacademy.eventbrite.com/>).

If registration is carried out via the Eventbrite portal, the Participant shall receive immediate confirmation of registration in the form of a ticket, as well as the receipt.

If registration is carried out directly with ARRI, either in writing or in electronic form, the Participant shall receive confirmation of registration and the receipt once the registration details have been checked. The confirmation and receipt shall be issued within a maximum of five working days, either in writing or in electronic form.

The contract concerning participation in the Event under these GTC shall be concluded at the point when the Participant receives confirmation of registration issued either via the Eventbrite portal or by ARRI directly in writing or in electronic form; at the very latest, it shall be concluded at the point when participation begins. ARRI or representatives of ARRI shall be entitled to refuse registration for an Event without stating any reasons.

3. Event, ARRI's Right to Withdraw, and Refunds

The scope of the Event shall be based on the Event description provided by ARRI, either on the Eventbrite portal or using any other means. The number of participants in each Event is restricted.

ARRI reserves the right to make changes during the course of the Event. Programs issued in advance of an Event are not binding. ARRI shall be entitled to make any necessary changes to content, methods, or organizational aspects – or deviate from the content, methods, or organizational aspects – both before and during the Event. ARRI shall be entitled to replace the scheduled speakers with others who are equally qualified to cover the topic that has been announced, if it is necessary to do so (e.g., in the event of illness or accident).

ARRI reserves the right to cancel the Event if, 14 days prior to the start of the Event, the necessary minimum number of participants has not been reached or other reasons warrant cancellation. The minimum number of participants in each case shall be based on the Event description. If a speaker is absent due to illness or cases of force majeure, with the effect that proceeding with the Event is not simply made difficult, but instead is rendered impossible, then ARRI shall reserve the right to cancel the Event at short notice.

If ARRI cancels an Event, ARRI shall inform the Participant of this without delay. Event fees that have already been paid shall be refunded immediately. Refunds for wasted expenses (such as travel costs, accommodation costs, or other expenses) shall be excluded unless the cancellation has been caused deliberately by or due to gross negligence on the part of ARRI or its vicarious agents.

4. Participant's Rights to Withdraw, Cancellation Charges

The Participant shall have a right to withdraw from the contract up to 5 calendar days before the start of the Event. The Participant must declare its withdrawal to ARRI in writing or, alternatively, in electronic form via the Eventbrite portal. The point at which ARRI or Eventbrite receives the declaration shall be the determining factor in calculating adherence to the deadline.

In the event of withdrawal, the Participant shall undertake to pay the following cancellation charges to ARRI:

- No cancellation charges up to 14 calendar days or more before the start of the Event;
- Cancellation charges amounting to 25% of the Event fees up to 6 calendar days or more, but lesser than 14, before the start of the Event.

ARRI shall be entitled to deduct the cancellation charges from any refund claims. If the Participant fails to attend without an effective declaration of withdrawal having been received beforehand, he or she shall be charged the Event fees in full.

The right of revocation for consumers, referred to in Clause 7, shall remain unaffected by this. If a consumer withdraws within the revocation period specified in this clause, neither cancellation charges nor seminar fees shall be due. The right to termination without notice for a compelling reason, pursuant to Section 626 of the German Civil Code, shall remain unaffected by this.

If the Participant is unable to attend, he or she shall be entitled to nominate an alternative participant, who shall take part in the Event instead of the Participant and shall take on the rights and obligations of the Participant. ARRI must be provided with the name of the alternative participant in good time. The Participant's confirmation of participation or ticket must be transferred to the alternative participant; this provides proof of the alternative participant's right to participate. The Participant and the alternative participant shall have joint and several liability.

5. Copyright

The presentations, documents, and any other documentation made accessible to or provided to the Participant as part of the Event are protected by copyright and may only be used by the Participant as part of the Event and for his or her own personal ends. It is prohibited to pass them on to third parties, duplicate them, or use them in any other way contrary to the permission for use specified above.

Audiovisual recordings in the context of these GTC refer to sound and image recordings made during the Event, which can be played back and/or duplicated on suitable image and sound recording media. Making audiovisual recordings in rooms in which the Event is held is strictly prohibited. Anyone failing to comply with this prohibition shall be removed from the Event. ARRI reserves the right to assert damage compensation claims.

The Participant agrees to the possibility of being filmed or photographed during the Event and to ARRI potentially using these films or photographs for advertising purposes, for public dissemination (including on Internet sites), or in any other way, without any restrictions in respect of place or time.

6. Liability

Participation in an Event shall be at the Participant's own risk and own liability.

ARRI shall select speakers who are qualified to cover the topics of the Events in question. ARRI shall accept no responsibility or liability for the content of the Event and the documents that are issued being correct, up to date or complete, nor shall it accept any responsibility or liability for the Participant achieving his or her intended aim. Neither shall it assume any responsibility or liability for any consequential damages that may result from erroneous and/or incomplete content in the Event or in the documents that are issued.

ARRI shall assume liability for damages caused deliberately or as a result of gross negligence, and for damages resulting from loss of life, physical injury, or harmful effects on health. In the event that material contractual obligations are breached (referring to contractual obligations that must be fulfilled in order for the contract to be performed properly, and which the contractual partner relies on and may rely on to be adhered to as a matter of routine), and said breaches are the result of simple negligence only, ARRI shall assume liability that is restricted to compensation for foreseeable damages which are typical of the contract. Except in the aforementioned cases, ARRI shall assume no liability for damages resulting from simple negligence. Where ARRI's liability is excluded or restricted pursuant to the preceding paragraphs, this shall also apply to the liability associated with vicarious agents and persons employed in performing an obligation.

7. Right of Revocation

In the event that the Participant is a consumer as defined by Section 13 of the German Civil Code, the following provisions concerning the right of revocation shall apply:

----- Revocation instruction -----

Right of revocation

You may revoke your contractual declaration within 14 days without stating any reasons for this, by issuing an

unequivocal declaration to this effect. The period shall begin when this instruction is received on a durable data medium. The deadline for revocation shall be deemed to have been met if the revocation is dispatched on time, provided that the declaration is on a durable data medium (in a letter, fax, or email, for example). The revocation must be sent to: Arnold & Richter Cine Technik GmbH & Co. Betriebs KG, Türkenstraße 89, 80799 Munich, Germany.

Consequences of revocation

If revocation takes effect, any benefits received by both parties must be returned. You shall undertake to pay compensation for the value of the service rendered up to the point of revocation if, before issuing your contractual declaration, you were made aware of this legal consequence and expressly agreed that we would begin performing the service in return before the end of the revocation period. If there is an obligation to pay compensation for this value, you may still need to fulfill the contractual payment obligations for the period leading up to revocation anyway. Your right to revocation shall expire prematurely if the contract is completely fulfilled by both parties at your explicit request before you have exercised your right to revocation. Obligations concerning the refunding of payments must be fulfilled within 30 days. The period shall begin for you at the point when you dispatch your declaration of revocation; for us, it shall begin at the point when we receive it.

----- End of revocation instruction -----

8. Data Protection

By registering, the Participant declares his or her consent to the automated processing of personal data for the purposes of the Event as well as the contractual and business relationship. He or she agrees to ARRI's use of personal data for advertising purposes. Further information and regulations are derived from the data protection provisions (available to view at www.arri.com), which form an integral part of these General Terms and Conditions when explicit reference is made to them.

9. Final Provisions

The place of performance shall be Munich, Germany. The contractual parties agree that Landgericht München I (Munich I District Court) shall serve as the exclusive legal venue, provided that the parties are business people, legal entities under public law, or special funds under public law.

Dated: March 2016