

## Privacy policy for the 196+ hotelforum Munich

The hotelforum management GmbH and the 196+ events GmbH (hereinafter referred to as "hotelforum" or "we") operates the registration website available at <https://196plusevents.swoogo.com/196plushotelforummunich/> including the respective sub-directories for the event "196+ hotelforum Munich" (hereinafter referred to as the "website").

With this privacy policy, we would like to inform you which data will be processed in which form when you register for 196+ hotelforum Munich. We hereby also comply with our duty to inform you in accordance with Art. 13 and Art. 14 of the General Data Protection Regulation (GDPR).

### I. Controllers

The controllers for the data processing on our website are

hotelforum management GmbH  
Pariser Str. 44  
D-10707 Berlin

Phone: +49 (0)30 84 182-138  
Email: [hotelforummunich@196plus.com](mailto:hotelforummunich@196plus.com)

and

196+ events GmbH  
Schubertring 3  
A-1010 Wien

Phone: +43 1 5120707  
Email: [hotelforummunich@196plus.com](mailto:hotelforummunich@196plus.com)

Both controllers are jointly responsible for the processing operations described in this privacy policy based on an arrangement pursuant to Art. 26 GDPR. Information on the essence of the arrangement is available upon request. You can contact both controllers for your data protection rights.

### II. Purposes, legal bases and storage period

#### 1. General use of the website

We use eventmobi GmbH, Germany (eventmobi), and their subprocessor Swoogo Solutions Ltd., UK (swoogo), as a third-party provider in order to sell tickets, to provide packages for sponsors and partners, to distribute free tickets to our events as well as to publish a list of attendees. All data you provide in our registration website is thereby processed on our behalf by the service providers.

For more information about the privacy policies, please visit: <https://www.eventmobi.com/privacy-policy/> and <https://get.swoogo.com/privacy>.

The web server of our shop system automatically records the accesses to our website. So when you visit our website, certain technical data is automatically transmitted to us, namely:

- IP address,
- Accessed content,
- Information about the transmission,
- Date of access,
- The amount of data transmitted,
- The referrer,
- The Web browser/User Agent.

The processing of the IP address when establishing a connection is based on Art. 6 par. 1 lit. f) GDPR. Our legitimate interest lies in offering you the services of our website and enabling you to use it accordingly.

Our host creates so-called log files to maintain system security, in order to guarantee the security and integrity of our IT systems. These purposes represent the legitimate interest for which the processing is carried out (Art. 6 par. 1 lit. f) GDPR). As soon as the purpose of the data processing is fulfilled, erasure of the data is carried out, unless legal or contractual regulations oppose this.

#### Registration for the event; purchase of tickets and sponsor packages

You can register for 196+ hotelforum Munich on our website by purchasing a ticket for attending the conference live in Munich or online via our event platform. To purchase a ticket we will collect certain information about you and your company that we require to process your registration. We process the data to enable you to register for and to attend 196+ hotelforum Munich. The legal basis for the processing described above is Art. 6 par. 1 lit. b) GDPR.

We will also process your data in case of purchasing sponsor packages in order to fulfil your purchase. In the context of a cooperation with you or your company as a business partner, we may also process your personal data (e.g. contact details and correspondence) as contact person. The purposes of this processing are, in particular, communication regarding the cooperation, e.g. to process enquiries and orders as well as to collect payments. In addition, we might process your data for accounting, billing and debt collection purposes. The legal basis is Art. 6 par. 1 lit. b) GDPR if you are personally a contractual partner and Art. 6 par. 1 lit. f) GDPR if you work for our contractual partner. In the latter case, the respective processing purpose also represents our legitimate interest.

We process your personal data given during the registration until the event was held and afterwards for 3 additional years in order to be able to make or defend against claims resulting from your participation.

Additionally, we have to comply with certain statutory obligations to retain certain documents according to Sec. 257 HGB (German Commercial Code) and Sec. 147 AO (Fiscal Code of Germany). Therefore, we retain certain documents for 6 or 10 years respectively, starting with the end of the year of your attendance. The legal basis for such processing is Art. 6 par. 1 lit. c) GDPR.

We store business correspondence with you within the framework of the statutory retention periods (Section 257 German Commercial Code (HGB), Section 147 German Tax Code (AO)) for six years after the end of the year in which it originates.

## 2. Attending the event via our event platform

Only registered guests are permitted to use the event platform approx. 10 days before the event starts. With your ticket purchase or if you have otherwise been invited by us to 196+ hotelforum Munich, you have already acquired the right to participate on the platform. We will then send you an individual email containing a link with which you can directly access the event platform in your account. We will use the data provided by you when you purchased your ticket or registered free of charge to create your account on the platform with your personal email address and an individual password. We process the data to enable you to access and use your account as well as in order to provide you with the functions of the platform. The legal basis for the processing described above is Art. 6 par. 1 lit. b) GDPR.

On the event platform, you can watch the conference and also get in touch with other attendees, speakers and sponsors, either via text chat, voice and/or video. We process your registration data as long as the platform is online, which will generally be the case for the duration of the 196+ hotelforum Munich. Additionally, we will make the platform, including its functions, available to registered users for a further period of 10 days after the end of the event.

Please be aware that we stream and record **the talks** and/or panel discussions. If you take part in public discussions in one of **the talks** and/or panel discussions, your contribution may be recorded or you may be mentioned by name by the speakers and thus become part of the recording. If you wish not to be seen or heard in the recording, please only participate via anonymous chat messages. Private conversations, e.g. in the chat or any interaction outside of **the talks** and/or panel discussions, are not recorded. The recordings will be available to you as well as the other attendees of the event on the platform for 10 days after the end of the event.

We also may process the recording for marketing/public relations purposes, for example, by making all or parts of it publicly accessible on our own website as well as on social media platforms. Photos/screenshots and videos may be published via the following online and print media:

- in publications (both online and in print form) distributed during the event, e.g. conference brochures and other information material on the event,
- in print media of media partners such as AHGZ, hotelbau and others,
- on the [www.196plus.com](http://www.196plus.com) website, on the eventmobi/swoogo registration website and 196+ hotelforum online event platform, and on websites of partner companies, and
- in social media and networks such as YouTube, Flickr, Facebook, LinkedIn, Instagram, and others.

This is based on our legitimate interest (Art. 6 par. 1 lit. f) GDPR) to present ourselves and the event. We will retain the recording for as long as it is necessary to fulfill these purposes.

We may give copies of the recordings to our sponsors, who will use them for their own purposes, for example documentation purposes or for marketing/public relations. This is based on our legitimate interest as well as the legitimate interest of our respective sponsor (Art. 6 par. 1 lit. f) GDPR) in using the recordings for marketing/public relations purposes.

If you are recognisable shown on one of the recordings and photos/screenshots and wish to object to its usage (see section VI. below), please get in contact with us.

### 3. Attending the 196+ hotelforum Munich live in Munich

If you attend the 196+ hotelforum Munich live in Munich we will also process your data to organise the event on site and to enable you to participate (Art. 6 par. 1 lit. b) GDPR). Please be aware that we stream and record **the talks** and/or panel discussions. If you take part in public discussions in one of **the talks** and/or panel discussions, your contribution may be recorded or you may be mentioned by name by the speakers and thus become part of the recording. The recordings will be available to you as well as the other attendees of the event on the platform for some time after the conference.

We also may take photos or shoot videos (collectively: images) at the venue on which you may be visible on and process these as well as the recordings mentioned before for marketing/public relations purposes, for example, by making them publicly accessible on our own website as well as on social media platforms (for further information about the media used to publish the recordings and images, see section II. 3. above). This is based on our legitimate interest (Art. 6 par. 1 lit. f) GDPR) to present ourselves and the event. We will retain the recordings and images for as long as it is necessary to fulfil these purposes.

We may give copies of the recordings and images to our sponsors, who will use them for their own purposes, for example documentation purposes or for public relations. This is based on our legitimate interest as well as the legitimate interest of our respective sponsor (Art. 6 par. 1 lit. f) GDPR) in using the recordings for public relations purposes.

If you are recognisable shown on one of the recordings or images and wish to object to its usage (see section V. below), please get in contact with us.

### 4. List of attendees and name tags

We also maintain a list of attendees. An essential aspect of 196+ hotelforum Munich is that we want to network all attendees with each other. Therefore, the list of attendees will be handed out as copy to all attendees and will be available on the registration website with academic title, first and last name and company and job title.

The legal basis for these processing operations is your consent (Art. 6 par. 1 lit. a) GDPR). Of course, we will respect your wishes if you do not wish to appear on the list of attendees. In this case you want to withdraw your consent for the future, please send us an email at any time.

You will also get a name tag with your academic title, first and last name as well as your company to make it easier for you and other attendees to get to know each other's professional background. The legal basis for this processing is Art. 6 par. 1 lit. b) GDPR.

### 5. Participation Hotel Property Award

For the application process for the Hotel Property Award, hotelforum cooperates with the external service provider alpha awards a product of 79 Blue Elephants GmbH (Längenfeldgasse 27B | A-1120 Vienna). For further information, please refer to the privacy policy by <https://www.alpha-awards.com/datenschutz>.

## 6. Newsletter

If you have not objected to the newsletter, we will send out the newsletter on the basis of our legitimate interests in the information about future events of 196+ events pursuant to Art. 6 par. 1 lit. f) GDPR in conjunction with Sec. 7 par. 3 of the German Unfair Competition Act (UWG). You can object to this use of your email address at any time e.g. using the opt-out link in the footer of the newsletter.

## 7. Evaluation of the event

Your data will also be used for the evaluation of the event as well as for the preparation of future 196+ events. For these purposes, we also have a legitimate interest in the data processing (Art. 6 par. 1 lit. f) GDPR).

## III. Contact

We offer you the opportunity to contact us, for example via our email address. In the case of an email, please provide us at least with your email address and, if applicable, your name, a subject and the content of your request.

We will store your enquiry for as long as necessary for the respective inquiry and delete it afterwards unless legal provisions prevent deletion, in particular if further storage in accordance with Art. 6 par. 1 lit. f) GDPR is necessary for the purpose of providing evidence or to comply with legal retention periods in accordance with Art. 6 par. 1 lit. c) GDPR. If the request is made within the framework of an existing or prospective contractual relationship with us, the storage period shall be based on the underlying contractual relationship.

## IV. Other recipients of the data

We use external service providers if we are unable to provide services ourselves or if it is not reasonable to do so. These external service providers are primarily providers of IT services, such as our web-**hoster**, email provider or telecommunications provider.

We offer payment via Stripe and associated payment methods for individual ticket buyers. The provider of these payment services is Stripe Payments Europe, Ltd, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland. If you select payment via Stripe, the payment data you enter will be transmitted to Stripe. The transmission of your data to Stripe is based on Art. 6 par. 1 lit. b) GDPR. For more information on Stripe's data processing, please visit: <https://stripe.com/de/privacy>.

## V. General rights of data subjects

The GDPR guarantees you certain rights, which you can assert against us – if the legal requirements are met.

- Art. 15 GDPR – Right of access: You have the right to obtain confirmation from us as to whether personal data relating to you are being processed and, if so, what these data are and the detailed circumstances of the processing.
- Art. 16 GDPR – Right of rectification: You have the right to ask us to rectify incorrect personal data concerning you immediately. You also have the right to request the completion of

incomplete personal data, including by means of a supplementary declaration, taking into account the purposes of the processing.

- Art. 17 GDPR – Right to deletion: You have the right to demand that we delete any personal data relating to you immediately.
- Art. 18 GDPR – Right to restriction of processing: You have the right to request us to restrict processing.
- Art. 20 GDPR – Right to data portability: You have the right, in the event of processing based on consent or for the fulfilment of a contract, to receive the personal data concerning you which you have provided us with in a structured, common and machine-readable format and to transfer this data to another responsible party without hindrance from us or to have the data transferred directly to the other responsible party, insofar as this is technically feasible.
- Art. 77 GDPR – Right to lodge a complaint with a supervisory authority: You have the right to lodge a complaint with a supervisory authority at any time, in particular in the Member State in which you are resident, your place of work or place of the alleged infringement if you consider that the processing of personal data relating to you infringes data protection law.

## **VI. In particular right to object and right to withdraw consent**

- Art. 21 GDPR – Right to object: You have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data concerning you which is necessary on the basis of a legitimate interest on our part or in order to carry out a task in the public interest, or which is carried out in the exercise of official authority.

If you object, we will no longer process your personal data unless we can prove compelling legitimate grounds for processing that override your interests, rights and freedoms, or unless the processing serves to assert, exercise or defend legal claims.

If we process your personal data for direct marketing purposes, you have the right to object to the processing at any time. If you object to processing for direct marketing purposes, we will no longer process your personal data for these purposes.

In order to exercise your right of objection, you can, for example, send us an email to the email address mentioned above.

- Withdrawal of consent: If you have given us your informed consent, you have the right to withdraw your consent at any time. In this case, all data processing that we have carried out until your withdrawal remains lawful.

## **VII. Obligation to provide data**

You have no contractual or legal obligation to provide us with personal data. However, we are not able to offer you our services without the data you provide.

## **VIII. The existence of automated decision-making (including profiling)**

We will not subject you to any automated decision-making, including profiling in accordance with Article 22 paragraphs 1 and 4 GDPR, which has legal effects on you or affects you.

## **IX. Internet-specific data processing**

### **1. General information on cookies and related processing**

If you use certain functions of our website, cookies are set in your browser. Cookies are small text files that are stored on your hard drive and assigned to the browser you are using. The person who sets the cookie can collect certain information through the cookie. Cookies cannot execute programs or transfer viruses to your computer. Their sole purpose is to make your use of our website more pleasant and to enable us to evaluate statistically your use of the site.

#### **a) Offer of functions**

In some cases, we use cookies to provide you with functions such as our user account, the login function or our interactive features. These cookies are necessary for us to be able to offer you our services. Therefore, we do not ask you for your consent for these cookies.

#### **b) Statistical purposes**

The cookies set may serve statistical purposes to analyse your use of the website.

#### **c) Your choice**

In general, you can prevent cookies from being stored on your hard drive by changing your browser settings to prevent the acceptance of cookies. You can also set your browser so that it asks you whether you wish to accept cookies before they are stored. Finally, you can also delete cookies at any time. Please refer to the instructions of your browser manufacturer for details of how all this works. If you do not accept cookies, however, this may lead to functional restrictions of the portal in individual cases.

The legal basis is Art. 6 Par. 1 lit. f) GDPR, insofar as the setting of cookies and the associated processing is necessary for the provision of the pages and services requested by you. Our legitimate interest lies in the respective purposes for which the cookie is set and evaluated. In all other cases, cookies are only set with your consent, which you can revoke at any time with effect for the future. Further information on the name and function duration of the cookies and the respective revocation options can be found in the following information on the respective services.

### **2. YouTube**

We embed YouTube videos on our website. The service [de.youtube.com](https://de.youtube.com) is a video portal operated by Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland (hereinafter "YouTube"). YouTube is a subsidiary of Google. When you view embedded YouTube videos on our website, you will be connected to [youtube.com](https://youtube.com). This connection is necessary in order to be able to display the respective video on our website in your browser.

Please note that YouTube records and processes at least your IP address, the date and time at which the video was displayed, and the website you visited. In addition, a connection to Google's DoubleClick advertising network is established. You can find more information on Google Ads and on how to object at: <https://safety.google/intl/de/privacy/ads-and-data/> and <https://adssettings.google.com>.

If you are logged into YouTube when accessing our website, YouTube will assign the connection information to your YouTube account. To prevent this, you must either log out of YouTube before visiting our website or make the corresponding settings in your YouTube account.

The integration is based on Art. 6 par. 1 lit. f) GDPR. The legitimate interest is to make our website user-friendly.

For more information on the collection and use of data, as well as your rights and protection options, please refer to Google's privacy policy at: <https://policies.google.com/privacy?hl=en-US>.

### **3. Services used when visiting our registration website by swoogo/eventmobi**

When using our registration website, cookies are used for analysis purposes. For further information, please refer to the privacy policy by Swoogo at: <https://get.swoogo.com/privacy> and by eventmobi at: <https://www.eventmobi.com/cookie-declaration/>.

*Berlin, April 2022*



## 196+ hotelforum Munich terms and conditions

### 1. Registration

#### 1.1. Registration fee for virtual attendance (€ 149 plus 19% VAT)

Only attendees who have registered online are entitled to attend the 196+ hotelforum Munich event. Registration confirmations and invoices will be sent out via eventmobi/swoogo, in electronic form. The invoice amount is due on receipt of the invoice. The personal dial-in link will be sent to the attendees after receipt of payment at the beginning of October. The attendance fee includes attendance at the virtual conference. The invoice is issued gross incl. 19% VAT. Attendance is not possible if the invoice amount has not been received in advance.

#### 1.2. Registration fee for onsite event attendance (€ 1,300/ € 1,400 / € 1,500 plus VAT)

Only attendees who have registered online are entitled to attend the 196+ hotelforum Munich event. Confirmations of registration and invoices will be sent electronically when registering via eventmobi/swoogo. The invoice amount is due up receipt of the invoice. You will receive your personal QR Code for check in immediately after registration and the personal dial-in link for the event platform will be sent out at the beginning of October. The registration fee includes attendance at the face-to-face event, including conference catering and dinner at the Hotel Bayerischer Hof in Munich, and the option to attend digitally at the virtual conference. The invoice will be issued gross incl. 19% VAT. The costs for any travel, overnight and accommodation expenses are to be met by the attendees themselves, and are not included in the ticket costs. Attendance without prior receipt of the invoice amount is not possible.

### 2. Cancellation attendees / sponsors

#### 2.1. Virtual attendees

Attendance may be cancelled until 30 September 2022 and only the credit card fees of 1.4% + 0.25 € for European Credit Cards or 2.9 % + 0.25 € for non-European Credit Cards from the ticket price will be retained by the organiser (hotelforum management GmbH), the remaining amount will be refunded to the buyer. There will be no refund of the ticket price for cancellations made after 30 September 2022. Replacement attendees can be named free of charge until 5 October 2022. Receipt of the notification by the organiser is decisive for cancellation. Please send any cancellations by post to hotelforum management GmbH, Pariser Str. 44, D-10707 Berlin, or e-mail them to [hotelforumMunich@196plus.com](mailto:hotelforumMunich@196plus.com). If you are registered via a sponsor or partner, please contact your host (sponsor/partner/organiser) asap should you be unable to attend on the event day.

#### 2.2. Onsite attendees

Attendance may be cancelled until 22 September 2022 and only the credit card fees of 1.4% + 0.25€ for European Credit Cards or 2.9 % +0.25 € for non-European Credit Cards from the ticket price will be retained by the organiser (hotelforum management GmbH), the remaining amount will be refunded to the buyer. There will be no refund of the ticket price for cancellations made after 22 September 2022. If it is not possible to be present on site due to personal reasons, a virtual attendance at the event is possible. In this case, the entire ticket costs are due. Or a replacement attendee for attendance on site can be named free of charge until 5 October 2022. Receipt of the notification by the organiser is decisive for cancellation. Please send any cancellations by post to hotelforum management GmbH, Pariser Str. 44, D-10707 Berlin, or e-mail them to [hotelforumMunich@196plus.com](mailto:hotelforumMunich@196plus.com). If you are registered via a sponsor or partner, please contact your host (sponsor/partner/organiser) asap should you be unable to attend on the event day.

### 2.3. Sponsors

Sponsorship/attendance/participation may be cancelled up to three (3) weeks prior to the event (15 September 2022), and 50 % of the package price will be refunded. There will be no refund of the sponsor package price for cancellations made after 15 September 2022. Receipt of the notification by hotelforum is decisive in each case. Please send any cancellations by post to hotelforum management GmbH, Pariser Str. 44, D-10707 Berlin, or e-mail them to [hotelforumMunich@196plus.com](mailto:hotelforumMunich@196plus.com). Sponsor contributions are deemed to be due immediately. Attendance/participation is not possible if the invoice amount has not been received in advance.

### 3. Invoice amendments

Please note that we reserve the right to charge a lump sum of € 10 + 19 % VAT for the appropriate additional work involved in the event of any subsequent invoice alterations for which hotelforum management GmbH is not responsible.

### 4. Postponement, cancellation and event programme changes via organiser

We are entitled to cancel or reschedule our events for an important reason, in particular in case if the number of attendees is insufficient or the speakers cancel their attendance or fall ill. The attendees will be immediately informed thereof in writing or by email. Any fees that have already been paid for tickets or sponsors' contributions will be refunded. There is no claim for damages over and above this, except in cases of intent and gross negligence. In case of rescheduling the event the organiser herewith reserves the right to change the programme.

If the physical event is cancelled or the organiser faces new restrictions by official order, e.g. due to the Corona pandemic (e.g. new limitations to the number of attendees), 196+ hotelforum Munich event will take place as a fully virtual conference. The organiser herewith reserves the right to change the programme.

In case of changing to a mere virtual event the following regulations come into effect:

- **Sponsor:**

We will keep € 1,500 for the organisation and realisation of the virtual event. This amount includes two tickets for attending the virtual event and a digital company profile according to the respective sponsor package.

Already incurred costs have to be covered by the sponsor.

hotelforum shall not be liable for any (additional) costs, expenses, fees, damages of sponsor due to a cancellation or any change of location or date of any event and Organiser shall not be obligated to pay any refunds to Partner.

**Onsite Attendee:** Each onsite attendee has the right to take part in the virtual event. The price difference between a virtual and an onsite ticket will be refunded to the purchaser. Already incurred costs have to be covered by the attendee (travel expenses, etc.)

- **Virtual Attendee:** No refund for the virtual ticket.

### 5. Information material / virtual event platform (eventmobi)

Attendees will be provided with the necessary information material regarding the conference, and this is included in the ticket price unless otherwise specified in the offer. Attendees are not authorised to copy the conference documents or content from the virtual event platform and to resell them to third parties. Duplication or public use of the documents is only permitted with the explicit consent of hotelforum management GmbH. Should speakers post documents online, hotelforum management GmbH does not assume any liability for the topicality, correctness, completeness, or quality of the information provided. Persons who provide the materials or the

corresponding data links are solely responsible for the content and for any damage resulting from the use of such information and any links offered online.

For all documents provided online by sponsors and exhibitors hotelforum management GmbH does not assume any liability for the topicality, correctness, completeness, or quality of the information provided. Persons who provide the materials or the corresponding data links are solely responsible for the content and for any damage resulting from the use of such information and any links offered online.

## 6. Disclaimer

Any liability for damage which is not based on injury to life, limb or health is herewith ruled out, unless such damage is caused by a culpable breach of an essential contractual obligation on the part of hotelforum management GmbH in a manner that endangers the achievement of the purpose of the contract, or is attributable to gross negligence or intent. This also applies to consequential damage due to any postponement or cancellation of events.

## 7. Data protection

If an opportunity to input personal or commercial data is provided during registration, these data will be used by hotelforum management GmbH for invoicing and in order to process the event registration, as well as to carry out the event and to provide further support for the attendee or sponsor within the scope of the preparation, implementation and follow-up of the 196 + hotelforum event. Personal data of the attendees (academic title, first and last name, company) will be used for a name tag of the attendees.

Further information on the processing of personal data, will be available in our privacy policy: <https://196plusevents.swoogo.com/196plushotelforumMunich>

## 8. Image and video recordings

The event will be streamed as part of the event, both on site and via the respective digital channels (digital video conference and/or streaming tools). Furthermore, photographs, videos and video stream material will be recorded for the purposes of documentation, external presentation and public relations work. Further information on the processing of personal data, will be available in our privacy policy: <https://196plusevents.swoogo.com/196plushotelforumMunich>

These images and videos can be shown together with general personal data (e.g. name, company and function in the company, the occasion on which the photograph/video was taken, the reason why the image or video was taken). Further information on the processing of personal data, will be available in our privacy policy: <https://196plusevents.swoogo.com/196plushotelforumMunich>

These recordings made of attendees during or in connection with the event may be used by hotelforum management GmbH using any current or future technical process, without providing remuneration and without being subject to any restrictions in terms of time or space.

## 9. Place of performance / court venue

German substantive law is applicable to these General Terms and Conditions, excluding the UN Convention on Contracts for the International Sale of Goods. The place of performance is the place in which the organiser's office is located (Berlin). The court at the contractor's place of business has jurisdiction for any disputes, unless explicitly provided otherwise.

## 10. Severability clause

In the event of one or more provisions of these General Terms and Conditions being ineffective or containing a gap, the parties shall replace or supplement the ineffective or incomplete provision with appropriate provisions which come as close as possible to the economic purpose of the intended provisions.

*Berlin, April 2022*