

Terms and Conditions of Participation

Terms and Conditions of participation in CODESYS Workshops

1. Scope of Application and Contracting Parties

- 1.1 These Terms and Conditions of participation apply to registration for and participation in workshops (hereinafter “Event”) organized by CODESYS GmbH, Memminger Str. 151, 87439 Kempten, Germany (hereinafter “CODESYS”).
- 1.2 This offer is directed exclusively at business owners as defined in § 14 of the German Civil Code (BGB), as well as legal entities under public law and special funds under public law. Consumers do not have a right of withdrawal.
- 1.3 In addition, the General Terms and Conditions of CODESYS GmbH, as amended from time to time, apply. In the event of any conflicts, these Terms and Conditions of participation for the Event shall prevail.

2. Registration and Conclusion of Contract

- 2.1 Registration takes place via the CODESYS Store (store.codesys.com). Only those who have received an order confirmation from the CODESYS Store are entitled to participate.
- 2.2 The contract for participation is concluded upon receipt of the order confirmation from CODESYS. Since the number of participants is limited, spots will be allocated on a first-come, first-served basis.

3. Organizer, System Partners, and Content

- 3.1 CODESYS is the organizer and contractual partner of the participants. Individual program segments are presented by CODESYS system partners (hereinafter “system partners”) as speakers.
- 3.2 CODESYS assumes no liability for the content, statements, and demonstrations provided by the system partners, nor for any software, libraries, or systems provided by them; the system partners are solely responsible in this regard.
- 3.3 Third-party products and services (e.g., cloud-based or locally operated AI services, hardware) may be demonstrated at the event. This does not constitute a recommendation or warranty for these third-party products.

4. Participation Requirements and Engagement

- 4.1 For the hands-on exercises, you must bring your own laptop running MS Windows with local administrator rights. In addition, the latest version of the CODESYS Development System must be installed on the laptop.
- 4.2 To the extent that demo or trial licenses are provided for exercises, they may be used exclusively within the scope of the event and for its duration. Any use beyond this particularly productive use is not permitted.

5. Scope of Services and Content

- 5.1 The planned course content is based on the product/event description in the CODESYS Store and represents an expectation of what will be covered. There is no guarantee that all topics will be covered in full; depending on how the course progresses, individual topic areas may be covered in greater detail or only briefly.
- 5.2 The content presented - particularly regarding the use of artificial intelligence - is intended solely for demonstration and knowledge transfer. It does not constitute legal, tax, or other professional advice, nor does it constitute a guarantee of a specific result in the participants' specific applications.
- 5.3 There is no entitlement to support outside of the event. CODESYS assumes no liability for any misunderstandings arising from statements made by the speakers.

6. Prices, Free Spots, and Payment

- 6.1 The participation fee listed in the CODESYS Store applies. All prices are exclusive of the applicable statutory sales tax/value-added tax and any other costs that may apply.
- 6.2 Invoices will be issued after an order is placed in the CODESYS Store. Payment is due within fourteen (14) days of the invoice date. All fees for bank transfers are the responsibility of the customer.
- 6.3 Free tickets or vouchers issued by CODESYS or its system partners entitle the holder to free participation to the extent specified. They are non-transferable, non-refundable, and cannot be combined with other discounts.

7. Cancellation and Rescheduling by the Participant

7.1 In the event of cancellation by the participant, the following cancellation fees apply:

- More than six (6) weeks before the event begins: free of charge;
- Between four (4) and six (6) weeks before the event begins: 60% of the participation fee;
- Between two (2) and four (4) weeks before the event begins: 80% of the participation fee;
- Less than two (2) weeks before the event begins: 100% of the participation fee.

7.2 A replacement participant may be designated after prior consultation with CODESYS.

8. Cancellation and Changes by CODESYS

8.1 CODESYS is entitled to cancel or reschedule the event if the minimum number of participants is not reached, if speakers are unable to attend, or for other important reasons beyond CODESYS's control (e.g., force majeure). In such cases, participation fees already paid will be refunded. Further claims are excluded, unless otherwise specified in Section 9.

8.2 CODESYS reserves the right to make changes to the location, date, schedule, speakers, or specific content, provided such changes do not significantly alter the overall nature of the event.

9. Liability

9.1 CODESYS bears unlimited liability in cases of willful misconduct and gross negligence, as well as in cases of injury to life, limb, or health.

9.2 In cases of simple negligence, CODESYS is liable only for the breach of a material contractual obligation (cardinal obligation), limited to foreseeable damages typical for this type of contract. Otherwise, liability is excluded.

9.3 The limitations of liability do not apply to the extent that mandatory statutory provisions (e.g., the Product Liability Act) preclude them.

10. Event Materials and Intellectual Property

10.1 Any event materials will be provided electronically, if applicable. There is no legal entitlement to the completeness or accuracy of the materials.

10.2 The materials are the exclusive property of CODESYS GmbH or the respective rights holders and are made available solely for the purposes of the event. Distribution, reproduction, or use for personal or business purposes is expressly prohibited. Participants are not permitted to record the event or to make its content publicly available in any other way.

11. Photographs and Audio Recordings

CODESYS may take (or have taken) photographs, video, or audio recordings during the event for documentation and marketing purposes. By participating, attendees hereby agree to this. Objections may be raised in advance or on-site to CODESYS.

12. Data Protection

- 12.1 CODESYS processes participants' personal data in connection with the event (in particular, name, contact information, details regarding the employer, and participation information). This processing is carried out to fulfill the participation agreement in accordance with Article 6(1)(b) of the GDPR, as well as to comply with legal obligations. For participants from Switzerland, the Swiss Data Protection Act (revDSG) applies in addition.
- 12.2 Since the event is organized jointly with the system partners, participant data (name, company, participation information) may be shared with the participating system partners to the extent necessary for the conduct of the event and for any subsequent contact. The system partners are themselves responsible for the processing of this data under data protection law.
- 12.3 Further information on data processing can be found in the CODESYS Privacy Policy.

13. Final Provisions

- 13.1 The laws of the Federal Republic of Germany apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of performance and - to the extent permitted by law - the exclusive venue for legal proceedings is Kempten (Allgäu).
- 13.2 Should any individual provisions be invalid, the validity of the remaining provisions shall remain unaffected.