

Terms and conditions of participation for Lufthansa Cargo AG events

These terms and conditions of participation (the "Terms" or "Agreement") govern your registration and participation in events to which these Terms are linked or associated (the "Event"). This Agreement is between you and Lufthansa Cargo AG; Frankfurt Airport; Building 322; 60546 Frankfurt; Germany ("LCAG"). "You" and "you" hereinafter means you, as an individual accepting these Terms and/or, if applicable, the company or other legal entity for which you accept these Terms.

1. Registration

All persons participating in Events ("Participating Person") must register for the Event. For selected events, participant lists including photos, names, and business titles will be prepared and provided to facilitate communication among the Participating Persons. For this purpose, we may ask you either to send us a suitable photo or to grant permission for the use of a photo of you obtained from publicly available sources (e.g., LinkedIn). Registration requires the Participating Person to be of legal age. You will receive an email confirming your registration at the email address you provided when registering. There is no right to participate. LCAG may reject a registration at its own discretion, in particular in the event of exhausted participation capacities, registrations of minors or failure to meet LCAG's compliance requirements from § 3 and 4 of these Terms.

2. Check in

The Participating Persons undertake to comply exclusively with the check-in procedures provided by LCAG for the Event. Participating Persons agree to use the registration data provided by LCAG and not to disclose such data to participating or other persons. LCAG reserves the right to remove Participating Persons who have violated these conditions.

3. Compliance

We would like to point out that your invitation is extended as part of our customary hospitality and is in no way intended to influence any business decision. To avoid any appearance of impropriety in this regard, we ask that you and your employer or superior obtain the necessary approvals.

a) For public officials

By registering for our event, you also declare that you are not violating any laws or other regulations applicable to you and that your participation is in accordance with the internal guidelines of your employer or superior. Furthermore, you confirm that you have informed your superior and, if applicable, other responsible persons of your participation in advance and that you have obtained the necessary confirmations for participation in accordance with the guidelines applicable to you.

b) For others

By registering for our event, you also confirm that you are not a public official and that you have made any contract negotiations, joint projects, and any kind of award and purchasing processes with the Lufthansa Group on behalf of your employer or a third party transparent to your employer. Your registration for our event therefore does not violate any applicable laws or internal company regulations, or you have obtained all necessary approvals for participation.

All participants will comply with all relevant competition laws during all meetings, discussions, conversations, activities, and other interactions.

4. Taxes

If you are subject to taxes in Germany and your participation at the Event is relevant for income tax purposes, LCAG will be happy to pay the taxes incurred in connection with your participation at the Event for you as a lump sum in accordance with §37b of the German Income Tax Act (EStG). Participation is subject to the provisions of employment and service law applicable to you. By registering for our Event, you confirm that you comply with these requirements.

5. Exclusion from the Event

Participating Persons may be excluded from participation in the Event if they violate these Terms, have provided false or misleading information when registering for the Event, have not received confirmation of participation from LCAG or are participating in the Event despite being underage.

Participating Persons are expected to be considerate and respectful of others at the Event. Compliance with the terms of this section is a condition precedent of participation in the Event.

Unacceptable behaviour will not be tolerated, neither from other Participating Persons, media, speakers, volunteers nor organisers. In the event of unacceptable behaviour, LCAG may take any action it deems appropriate, up to and including exclusion from the Event without warning or compensation.

If any Participating Persons are subjected to unacceptable behavior or become aware that someone else is subjected to unacceptable behavior, or have other concerns, please notify LCAG as soon as possible.

6. Cancellation of the event

LCAG is entitled to unilaterally cancel the Event in the following cases:

- a) In the event of circumstances of force majeure which, on the date of the Event, delay or preclude the holding of the Event; force majeure includes an external event which is beyond LCAG's control, not caused by LCAG and which delays or prevents the holding of the Event, such as, but not limited to, war, riot, acts or orders of governmental authorities, fire, floods, explosions, strikes or unrest by third parties, epidemics, pandemics or quarantine orders.
- b) In the event that the Event cannot be held due to the inability to use the venue or event medium for which LCAG is not responsible.
- c) In case of absence due to illness of an essential protagonist.



d) If the purposes pursued with the event cannot be achieved.

The purposes pursued with the LCAG-events:

- To make relevant information about LCAG and its activities available to a wide audience of the business community in an understandable form,
- to increase the level of awareness of LCAG and cooperating organizations,
- the promotion of humanitarian projects, organizations of disaster relief and other initiatives that are engaged in social or community activities,
- the promotion of contacts or
- the honoring of certain groups of persons, companies and organizations,

are not achieved, in particular, if there is only a small number of registrations for an event.

This is usually the case if there are 20 or fewer registrations for an event.

As soon as LCAG becomes aware of circumstances that lead to the impracticability and consequently to the cancellation of an Event, LCAG will inform you immediately. If you have made a payment for your participation, LCAG will reimburse this without undue delay. Unless otherwise stated in § 10 of these Terms, LCAG will not reimburse any expenses incurred by you for participation in the Event.

7. Software and websites

Certain optional workshops, breakout sessions and training sessions at the Event may involve the use of certain software and/or websites (collectively, the "Software") by Participating Persons. You understand that the use of such Software and participation in such sessions is entirely voluntary. Because the specific Software may vary by workshop, breakout session or training session, the terms and conditions relating to the use of the specific Software will be attached to such Software.

8. Personal release

LCAG or others on LCAG's behalf may photograph, audio and/or video record, webcast and podcast during the Event. This includes but is not limited to keynotes, breakout sessions, technical sessions and other activities. You agree that LCAG may use and/or share your image or likeness, if taken, in connection with promotional or advertising content, programs or materials for LCAG's business and projects or for any other lawful purpose, including posting on public websites, with LCAG's affiliates. However, LCAG is under no obligation to use your image, name or likeness or to exercise any of the rights granted. You also understand that your image may appear in LCAG photographs provided to you, other Participating Individuals or the public, and that such third parties may retain and distribute such photographs. As used herein, "Affiliated Company" means a Lufthansa Group Company.

9. Photos and recordings made by you

LCAG expressly points out that all your actions with regard to photos, audio and/or video recordings, webcastings, podcastings or similar, in particular recordings, publications and modifications, are subject to the applicable law, in particular copyright law, in each case for both private and commercial purposes. In any case, your such actions require the express prior consent of, among others, LCAG, its Affiliates, the copyright owner, the person depicted and/or, in each case, their duly authorized representative. You are solely responsible for obtaining such prior consent. You expressly agree to abide by any restriction, whether written, oral or otherwise communicated. In addition, you accept that if you fail to comply, you will be excluded from the Event without warning and, if applicable, without compensation.

10. Liability

LCAG accepts no liability whatsoever for the content of statements made by invited speakers or other third parties during the Event, in particular not for their accuracy, completeness and up-to-datedness. LCAG shall not be obliged to monitor the content of such statements or to investigate the circumstances to determine whether they refer to unlawful content.

In general, LCAG shall only be liable in the event of a breach of obligations due to intent or gross negligence. For damages to life, body or health, the liability is also unlimited. In cases of negligent violations of key contractual obligations, which were not caused by gross negligence or willful misconduct, the liability is limited to material damage and financial losses attributable to it and to an amount that is predictably and typically payable for such damage. A key contractual obligation is the obligation whose fulfilment generally enables the proper execution of the contract and the contracting partners may trust in their observance regularly. As far as legally permissible, any further liability for damages - except for claims under the Product Liability Act - is excluded.

11. Applicable law, place of jurisdiction

These Terms shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany, excluding its conflicts of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction, unless excluded by law, shall be Frankfurt am Main, Germany.