

## Privacy policy for the 196+ forum Milan

The 196+ events GmbH (hereinafter referred to as "we") operates the registration website available at <https://196plusevents.swoogo.com/196plusforumMilan>, including the respective sub-directories for the event "196+ forum Milan" (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+ forum Milan. We hereby also comply with our duty to inform you in accordance with articles (Art.) 13 and 14 of the General Data Protection Regulation (GDPR).

### I. Controller

The controller for the data processing on our website is

196+ forum srl  
Via Conservatorio 15, 20122 Milan  
Phone: +39 02 55012262  
Email: [forumMilan@196plus.com](mailto:forumMilan@196plus.com)

and

196+ events GmbH  
Schubertring 3, 1010 Vienna, Austria  
Phone: +43 1 5120707  
Email: [forumMilan@196plus.com](mailto:forumMilan@196plus.com)

The controller is 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 the controller 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,
- amount of data transmitted,
- referrer,
- 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+ forum Milan on our website by purchasing a ticket for attending the conference live in Milan. 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+ forum Milan. 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 art. 2214 cc (Codice Civile) and DPR 660/1973 (Tenuta di Scritture Contabili). Therefore, we retain certain documents for ten years, 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 (art. 2214 cc (Codice Civile) and DPR 660/1973 (Tenuta di Scritture Contabili) for ten years after the end of the year in which it originates.

## 2. Attending the 196+ forum Milan

If you attend the 196+ forum Milan 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).

Only registered guests are permitted to use the event platform approximately 3 days before the event starts. With your ticket purchase or if you have otherwise been invited by us to 196+ forum Milan, 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 get in touch with other attendees, speakers and sponsors, either via text chat, voice and/or video. Private conversations, e.g. in the chat or any interaction outside of the talks, are not recorded. We process your registration data as long as the platform is online, which will generally be the case for the duration of the 196+ forum Milan. Additionally, we will make the platform, including its functions, available to registered users for a further period of ten days after the end of the event.

We also may take photos or shoot videos (collectively: images) at the venue on which you may be visible on and process these for marketing/public relations purposes, for example, by making them 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 hotelbau and others,
- on the [www.196plus.com](http://www.196plus.com) website, on the eventmobi/swoogo registration website and 196+ forum Milan 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 recordings and images for as long as it is necessary to fulfil these purposes.

We may give copies of the 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 images and wish to object to its usage (see section VI. below), please contact us.

#### **4. List of attendees and name tags**

We also maintain a list of attendees. An essential aspect of 196+ forum Milan 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, if 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 Design Award**

For the application process for the Hotel Design Award, 196+ forum Milan 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 Section 107 TKG (Austrian Telecommunication Act). 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 hosting, email or telecommunications providers.

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

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/>.

*Milan, December 2022*



## 196+ forum Milan terms and conditions

### 1. Registration fee (€ 800/ € 1000 / € 1200 plus VAT)

Only attendees who have registered online are entitled to attend the 196+ forum Milan 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 in June. The registration fee for the conference includes attendance at the face-to-face event, including breakfast, lunch, coffee breaks catering at Officina Ventura 14. The invoice will be issued gross incl. 22% VAT. The registration fee for the conference and dinner includes attendance at the face-to-face event, including breakfast, lunch, coffee breaks and dinner catering at Officina Ventura 14. The invoice will be issued gross incl. 22% 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 Onsite attendees

Attendance may be cancelled until 26 March 2023 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 (196+ events GmbH), the remaining amount will be refunded to the buyer. There will be no refund of the ticket price for cancellations made after 26 March 2023. If it is not possible to be present on site due to personal reasons. In this case, the entire ticket costs are due. Or a replacement attendee for attendance on site can be named free of charge until 09 April 2023. Receipt of the notification by the organiser is decisive for cancellation. Please send any cancellations by post to 196+ forum srl, Via Conservatorio 15, 20122 Milan, or e-mail them to [forumMilan@196plus.com](mailto:forumMilan@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 (26 March 2023), and 50 % of the package price will be refunded. There will be no refund of the sponsor package price for cancellations made after 26 March 2023. Receipt of the notification by 196+ events is decisive in each case. Please send any cancellations by post to 196+ forum srl, Via Conservatorio 15, 20122 Milan, or e-mail them to [forumMilan@196plus.com](mailto:forumMilan@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 + 22 % VAT for the appropriate additional work involved in the event of any subsequent invoice alterations for which 196+ events 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 organizer faces new restrictions by official order, e.g. due to the Corona pandemic (e.g. new limitations to the number of attendees), 196+ forum Milan event might take place as a fully virtual conference. The organizer herewith reserves the right to change the programme and the decision to hold the event online. In case of changing to a mere virtual event the following regulations come into effect:

**Sponsor:** We will keep € 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.

**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.

## **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 196+ events GmbH. Should speakers post documents online, 196+ events 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 196+ events 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 196+ events 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 196+ events 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 + forum Milan 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/196plusforumMilan>

## **8. Image and video recordings**

Photographs and video 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/196plusforumMilan>

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/196plusforumMilan>

These recordings made of attendees during or in connection with the event may be used by 196+ events 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**

Austrian 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 (Vienna). 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.

*Milan, December 2022*