General Terms and Conditions for SICK Solution Hackathon (ABG Training SICK)
(as at March 2024)

1. Scope of application

1.1. SICK AG (hereinafter referred to as "SICK") provide the participation at the SICK Solution Hackathon ("Hackathon").

~~1.2. The participation in the SICK Solution Hackathon offered by SICK is subject to these Terms and Conditions, unless expressly agreed otherwise in writing.~~

1.3. Deviating, contrary or supplementary General Terms and Conditions of the Participant shall not become part of the contract even if SICK does not expressly objects to them or if the Participant refers to them in the order. Contract terms of the Participant shall not apply even if SICK accepts the services of the Participant without reservations in full knowledge of these contract terms. They shall only apply if SICK expressly agrees to their application in writing.

2. Registration, Hackathon content

2.1. SICK reserves the right to change the content of the Hackathon to a reasonable extent.

2.2. The Hackathon offers of SICK on the internet or in information brochures are non-binding offers. With the registration, the Participant declares in a binding manner its intent to apply for the Hackathon. Only upon confirmation of the participation by SICK shall the participation become binding for both parties.

2.3. The description of the Hackathon content corresponds to the version as at the time of publication. SICK reserves the right to change the content because of updates and further development of the Hackathon.

2.4. Hackathon participation confirmations are not transferable.

2.5. The Participant warrants that the data submitted for the registration are correct.

2.6. All rights to the rights of use arising during the Hackathon remain vested in the respective party.

2.7. The registration must state the participant's name and must be submitted in written form to SICK.

2.8. The number of Hackathon participants is limited. SICK is responsible to select the participants out of the incoming applications.

2.9. The Participants will be informed within an appropriate period of time prior to the Hackathon date about any cancellations.

3. Dates and cancellations

3.1. SICK reserves the right to cancel the Hackathon that has been confirmed in writing no later than 7 days prior to the Hackathon date. In exceptional cases, the Hackathon may be cancelled or rescheduled immediately before the start of the course for other important reasons. This applies in particular in the event of force majeure events, unforeseeable or unavoidable events such as but not limited to sickness of the trainer or acts of authorities.

3.2. Should the Hackathon be cancelled in its entirety or for individual participants due to reasons attributable to SICK, Hackathon any and all claims shall be excluded, unless SICK is liable due to intent or gross negligence.

4. Hackathon fees

The participation at the Hackathon is for free.

5. Costs

Accommodation, catering and travel costs Hackathon is covered by SICK. In consultation with the Participant, SICK will book the trip and the hotel from Monday, October 14 to Friday, October 18 (four nights) at its own expense. SICK will select the modality of the trip and the hotel at its own discretion. Notwithstanding the foregoing, the Participant is free to book the trip and a hotel at its own expense. In this case, SICK will neither book the trip nor the hotel and will not refund any costs.

6. Obligations of Participant

The Participant shall comply with the house rules of the Hackathonlocation. SICK will book the trip and accommodation. Means of transportation and accommodation booked by the participant will not be refunded unless explicitly agreed with SICK.

7. Cancellation by Participant

7.1. If the Participant cancels a the Hackathon participation, depending on the cancellation date (the time of receipt of the cancellation by SICK is decisive) the following percentage of the travel and accommodation costs borne by SICK until that date shall become due as a cancellation fee:

– 0% - in the event of cancellation no later than the 28th day before the Hackathon date

– 50% - in the event of cancellation no later than the 7th day before the Hackathon date

– 100% - in the event of cancellation at a later date

8. Liability

8.1. SICK shall be liable for damages – regardless of the legal cause – solely:
   a) in the event of intent;
   b) in the event of gross negligence;
   c) in the event of injury to life, body and health;
   d) in the event that SICK has fraudulently concealed a defect;
   e) insofar as SICK has given an explicit guarantee;
   f) pursuant to the Product Liability Act; or
   g) if SICK violates an essential contractual duty.

8.2. In the event of violation of an essential contractual duty pursuant to section 9.1 g). by negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of a contract and the observance of which a party relies on, and may rely on, regularly, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

8.3. SICK's liability for all damages arising out of or in connection with this contract and its performance caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any obligation to indemnify the Participant, shall, regardless of the legal cause, except under the circumstances set out in Section 8.1. a) to f) above, be limited to EUR 3,000.00 (aggregate liability cap).

8.4. Insofar as SICK's liability is excluded or limited, this shall also apply to the personal liability of SICK's officers, subcontractors, employees, representatives, vicarious agents and associates as well as to the liability of affiliated companies within the meaning of sections 15 et seq German Stock Corporation Code (AktG), suppliers and licensors.

9. Hackathon documents

9.1. The Hackathon materials and documents used in the Hackathon and materials provided in digital form are exclusively for Hackathon purposes. Despite the careful compilation of images and texts, errors cannot be completely excluded.

9.2. The Hackathon documents have been prepared to the best knowledge and ability of SICK; however, unintended errors cannot be completely excluded. SICK does not accept any responsibility for errors in the Hackathon documents or in the Hackathon.

9.3. The Hackathon documents and materials are protected by copyrights any intended exclusively for personal use of the Hackathon participants. In particular, the distribution to third parties or the use for other Hackathons is prohibited.

10. Export control

Information that is provided within the Hackathon may require an export license or approval due to export control regulations. The Participant undertakes to comply with all export control regulations and foreign trade law of Germany, the European Union, the United States of America and all other applicable national and international export control regulations and foreign trade laws. The Participant also undertakes to ensure that Affiliates and other persons that receive information within the Hackathon in accordance with these terms also comply with the above laws and regulations. All the information that the Participant may disclose to third parties within the framework of an agreement with SICK will be provided, directly or indirectly, by the Participant only in accordance with the above applicable provisions. The above export control requirements also apply after the performance or completion of the Hackathon.

11. Privacy

The separately agreed privacy information shall apply.

12. Severability

Should any provision of these Terms and Conditions be or become ineffective or void, the validity of the remaining provisions shall remain unaffected thereby. In such a case, the ineffective or void provision shall be construed, reinterpreted or replaced in such a way as to achieve its intended economic objective. This does not apply if adherence to these Terms and Conditions would constitute unreasonable hardship for either party.

13. Applicable law, place of jurisdiction

Exclusive place of jurisdiction for all disputes arising directly or indirectly out of this contractual relationship shall be SICK's place of business. SICK is also entitled to bring legal action against the contractor at a court located at the contractor's place of business or branch, or at a court at the place of performance.

The contractual relationship is governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.

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