

## TRB ISFO 2023 Acceptance of Policies and Registration Conditions

### Scope

The 4th Symposium on Freeway and Tollway Operations – short TRB ISFO 2023 – will be organised by AustriaTech and international Partners and will take place from 26 to 30 June 2023 in Vienna, Austria.

These General Terms and Conditions (hereinafter referred to as „GTC“) apply to the legal and contractual relations between each event participants (attendees, speakers, sponsors, ...) and AustriaTech (as Organizer) in connection with the attendance of the TRB ISFO 2023 Conference. By registering for and/or attending the TRB ISFO 2023 Conference, all participants agree to be bound by, and comply with, these Terms and Conditions. It is the participant's responsibility to read and understand these GTC.

The GTC apply to both consumers and entrepreneurs, unless otherwise expressly stipulated in these GTC or mandatory statutory provisions conflict. Deviating general terms and conditions of the event participant are not recognized by AustriaTech and are hereby expressly contradicted, unless AustriaTech has agreed to their validity in writing.

In the event that a ticket is passed on, it is the responsibility of the person passing on the ticket to point out to the new holder that these GTC also apply to him and to any other holder.

By entering the areas or premises designated by AustriaTech for the respective event, the event participant also submits to the respective applicable „house rules“, which the participant will take note of independently at the event location.

### Payment

Payment can be made via credit card (VISA and Master Card).

Currency Exchange Rate Disclaimer: Client/Cardholder confirms acknowledgment and acceptance of a potential gain/loss incurred by any adjustments made by their bank due to the currency exchange rate. AustriaTech (as Host) will not be liable or responsible for any loss incurred by the Client/Cardholder from an adjustment made due to the currency exchange rate. Nor will AustriaTech pursue the Client/Cardholder for collection if that adjustment should be made in the Client's/Cardholder's favor.

Please note that cash payments onsite at the Conference will not be accepted.

## Individual Rates

All individual rates can be found on the conference website at <https://www.austriatech.at/en/ISFO2023>

**Students:** Up to 27 years old and need to provide a valid Student ID.

**Representatives of Press & Media:** need to register directly at [isfo2023@austriatech.at](mailto:isfo2023@austriatech.at) and provide a valid Press ID.

## Contract conclusion

By sending the data required for the purchase of a ticket as well as for the payment, a binding offer for the conclusion of the contract is made to AustriaTech. As soon as the payment has been authorized, an e-mail confirming the ticket booking will be sent. With the confirmation of the ticket booking by e-mail, the contract offer of the event participant is accepted by AustriaTech. Therefore, a written order acceptance is decisive for the conclusion of the contract. The order confirmation of AustriaTech is solely authoritative for the scope of the order.

Conference registrations will not be confirmed until the completed form and the correct payment is received and processed by AustriaTech. Registrants should obtain confirmation from AustriaTech before committing to other travel arrangements.

Accommodation costs as well as travel expenses are not included in the conference registration fee. Therefore, event participants are responsible for making their own lodging arrangements.

AustriaTech cannot be responsible for your spam filters blocking your confirmation email. Please be sure your spam filters will allow mail from [isfo2023@austriatech.at](mailto:isfo2023@austriatech.at) and AustriaTech.

## Visa

If you require a visa, please make sure to arrange this as soon as possible. VISA application may take up to 45 calendar days. If you are planning a short visit to Austria and you do not have Austrian nationality, you may need to apply for a visa. Whether or not you need a visa for Austria depends on your nationality and the length of your stay in Austria.

[Read more about a visa for Austria](#)

## Admission regulation & Rules of conduct

For safety reasons and to ensure seamless admission controls, AustriaTech reserves the right to provide further admission regulations in addition to the requirement of a ticket valid for the respective event participant and to regulate these in separate house rules/information and/or safety instructions, provided that these are reasonable and objectively justified for the event participants.

The event participants undertake to comply with the existing „house rules“ for the event premises as well as to observe official measures and official recommendations for the containment of the COVID-19 pandemic and to follow the instructions of the security staff in this regard and, in the event of violations, to leave the premises when requested to do so.

### Amendments to the program and cancellation of the event

AustriaTech reserves the right to replace announced speakers with others and to make necessary changes to the event program and venue, while maintaining the overall character of the event. Such changes to the program do not entitle the participant to return or exchange tickets, nor do they entitle the participant to any price reduction. It is understood that certain announcements concerning the program of the event do not constitute the basis of the contract concluded between the event participant and AustriaTech.

In case of force majeure (e.g. pandemic, official measures, orders), the dates and venue of the event may be changed by AustriaTech. AustriaTech will make its best efforts – taking into account the circumstances – to find an alternative date or to look for alternatives (e.g. digital event). AustriaTech is free in its decision and will try to provide its services adequately under consideration of the circumstances. Changes of dates shall in any case be deemed reasonable, minor and objectively justified if the new event date is no later than 12 months after the original event date.

It cannot be ruled out that the entire event will have to be cancelled. In this case, the failure on the part of AustriaTech is excused ("force majeure").

When the period for free cancellation has expired, claims for reimbursement or compensation against AustriaTech are excluded, unless such claims arise due to negligence or intentional conduct on the part of AustriaTech.

AustriaTech also reserves the right to interrupt the event for important reasons (e.g. security) and to continue it later. The decision is up to AustriaTech and can also be made on-site.

### Cancellation and right of withdrawal

If circumstances change and you can no longer attend this conference, you may cancel your registration by providing written notice to [isfo.invoice@austriatech.at](mailto:isfo.invoice@austriatech.at). Our Attendee Cancellation Policy is outlined below.

Ticket prices may be refunded, if a cancellation is made in writing up to 15 May 2023. Cancellations received after the „cancellation cutoff date“ or non-attendance for whatever reason (especially for reasons beyond the control of AustriaTech) will not be refunded.

Please note that canceling your registration does not automatically cancel your hotel and travel arrangements. Event participants are responsible for canceling their own hotel and travel reservations.

The nomination of a substitute participant is possible at any time free of charge. If you wish to substitute a participant, please contact AustriaTech at the earliest opportunity. Note that an additional charge may apply if a different individual rate applies to the substitute person.

All refunds will be made after the Conference and within two months.

Event participants who are consumers in terms of § 1 KSchG have the right to cancel the registration within 14 days after receipt of the registration confirmation without giving reasons. In this case, no cancellation fees will be charged. This right of cancellation expires prematurely when the booked event has taken place and the participant has attended it.

### Badge Policy

A TRB ISF 2023 badge allows an event participant entry to the overall Conference, but cannot guarantee admission to every session, lounge, or meeting area. Admission is subject to venue capacity and other requirements.

### Non Discrimination Policy

TRB ISF 2023 prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

### Liability Waiver & Release

The liability of AustriaTech for damages of any kind is excluded. This exclusion does not apply to damage caused by AustriaTech intentionally or through gross negligence, in cases of (simple) negligence on the part of AustriaTech in the case of damage based on injury to life, limb or health, and for the simple negligent breach of substantial contractual obligations by AustriaTech. Substantial contractual obligations are all obligations whose fulfillment makes the due performance of the contract possible in the first place and on whose compliance the event participant trusts and may trust on a regular basis.

In cases of simple negligent violation of substantial contractual obligations, the liability of AustriaTech – with the exception of damage to life, limb or health – is limited to the damage typical for the contract and foreseeable for AustriaTech at the time of conclusion of the contract or commission of the breach of duty. In this respect, the liability of AustriaTech for damages that are exclusively within the event participant's sphere of risk is excluded.

AustriaTech shall not be liable to entrepreneurs – to the extent permitted by law – for loss of profit, pure financial loss, damage caused by defects, indirect and consequential damage and/or damage to third parties. Claims for damages by entrepreneurs shall in any case become statute-barred within six months.

AustriaTech is not liable for damages and losses incurred by any event participant due to burglary, theft, fire, natural events or other incidents. The above limitations apply accordingly to these limitations of liability. AustriaTech is not liable for loss or damage to items brought to the event, unless such claims arise due to gross negligence or intentional conduct on the part of AustriaTech.

The use of the venue is at the event participants' own risk. AustriaTech is not liable for damages caused by carelessness of the event participants or by coincidence or accident during the use of the venue. The event participants have to take care of the appropriate attention at the event location.

AustriaTech is only liable for its own content on its website. Insofar as links provide access to other websites, AustriaTech is not responsible for the third-party content contained therein. AustriaTech does not adopt the external content as its own. If AustriaTech becomes aware of illegal content on external websites, the link to these pages will be deleted.

AustriaTech shall not be liable or provide any guarantee for the correctness of the statements made by speakers and other persons in the events.

The above exclusions and limitations of liability shall also apply to the liability of AustriaTech for its members, organs, employees, board members, agents, or volunteers, as well as the personal liability of the organs, employees and vicarious agents of AustriaTech.

In consideration of being permitted to register for and participate in the Event, you hereby warrant that you are at least 18 years of age and voluntarily waive, to the extent set forth above, any claim against AustriaTech, its members, employees, management, agents or volunteers, and its third party contractors/licensees. This Liability Waiver and Release is specifically binding upon your heirs and assigns and is knowingly given.

### Usage of Photographic and Video Material taken at the TRB ISFO 2023 Conference

AustriaTech may film, live-stream and photograph the event and make audio and audio-visual recordings thereof. This may include the audience in each case. By entering the event, the event participant irrevocably consents to the free use of his/her image and voice for photographs, live broadcasts, broadcasts and/or recordings of images and/or audio recordings made by AustriaTech, its agents or other third parties in connection with the event, as well as to their subsequent exploitation in all current and future media (such as, in particular, in the form of audio and video recordings as well as digital distribution, e.g. via the Internet). This means in particular that the event participant grants AustriaTech and its third party contractual partners/licensees the right, unrestricted in terms of time, place and content, to record images, voice, actions and/or statements of the visitor in any form without the separate consent of the visitor and to reproduce, broadcast, make publicly accessible and/or distribute them in any other form in media of the visitor's choice for any commercial and non-commercial purposes.

All rights to audio and video recordings of the event for the purpose of commercial exploitation are exclusively entitled to AustriaTech or also its third party contractual partners/licensees.

### Speakers: Sound, photo and video recordings

In the context of the event and the lecture, audio, photographic and video recordings may be made on which speakers are recognizable.

You expressly give AustriaTech your consent to record your presentation and the interviews or to include you with your presentation and to make the presentation as well as your name, function, organization, description of the session and, if applicable, your pictures publicly available. These records are made in order to document the event and the lecture, to publish the results of the event and the lecture on the Internet, on social networks (YouTube, Twitter, LinkedIn, etc), newsletters or in professional publications or to pass them on to the press for reporting.

You expressly give AustriaTech your consent to record your presentation and the interviews or to include you with your presentation and to make the presentation as well as your name, function, organization, description of the session and, if applicable, your pictures publicly available.

AustriaTech is free to use the recording of your presentation or the interviews as a whole or in parts. This also includes the right to arrange, edit and translate the recording or to add accompanying information. Please be aware that the published recordings may include parts of or the presentation as a whole.

You hereby confirm that you are the sole author of the presentation and have not used any images, including those of persons, from whom you have not obtained the necessary rights, including for use under this statement. In case of co-authorship, you point out that you have and confirm that you have the necessary rights to publish the images for the purposes the purposes stated herein.

If third parties claim an infringement of their rights by the presentation and/or the use of the presentation, you indemnify AustriaTech from all claims of third parties. The indemnification claim also includes any costs of legal defense incurred by AustriaTech. You represent and warrant that you will cooperate with AustriaTech in defending any claims against third parties.

Please be aware that you will not receive any separate remuneration for the publication, but that this use is compensated by the advertising effect that the lecture and interviews generate for you.

## Green Event

Efforts will be made to hold the event as a Green Event. This means that we request participants to use environmentally friendly mobility (e.g. public transport), we suggest to book climate-friendly and barrier-free accommodations that are connected to public transport, for the event a climate-friendly materials and waste management concept will be implemented and only regional, seasonal, organic and fair-trade products will be offered for the catering. All Information regarding the Green Event can be found at [www.austriatech.at/en/isfo2023](http://www.austriatech.at/en/isfo2023).

## General

AustriaTech reserves the right to amend these GTC at any time in order to adapt them to the legal and economic framework conditions. Changes to these GTC will be sent to the event participant at the last known e-mail address. The amended GTC shall be accepted if the event participant does not object in writing within 14 days after delivery. AustriaTech undertakes to point out the 14-day period in writing when sending the amended GTC.

The views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of TRB ISFO 2023. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising.

You can find our privacy policy at <https://www.austriatech.at/en/privacy-policy/> and [https://eventmaker.at/austriatech/the\\_future\\_of\\_traffic\\_management\\_-\\_trb\\_isfo\\_2023/datenschutz.html](https://eventmaker.at/austriatech/the_future_of_traffic_management_-_trb_isfo_2023/datenschutz.html)

This Agreement including matters concerning the Agreement's valid conclusion and its advance effects and consequences shall be subject to Austrian law, with the exclusion of its conflict of law rules.

For disputes arising from the legal relation between the event participant and AustriaTech, the place of jurisdiction of the Commercial Court of Vienna is agreed, provided that the event participant is not a consumer in the sense of § 1 KSchG.

Should any provision of this Agreement be held to be invalid, this invalidation shall not affect the entire Agreement. Should any provision of this Agreement become null and void, the contracting parties shall replace the invalid provision with a legally effective provision which comes closest to the intended purpose of the initial provision.