

General Terms and Conditions (GTC) for visitors of trade fair stands, user-group events, roadshows and other events held by Spryker Systems GmbH

1. General/Scope

Spryker Systems GmbH, Julie-Wolfthorn-Strasse 1, 10115 Berlin (hereinafter “Spryker” or “we”) exhibits at various trade fairs as well as organizing various events, such as Spryker roadshows, user-group events, and hackathons, covering all topics related to the Spryker Commerce OS with a focus on e-commerce and the digitalization of online shops (hereinafter “Events”). The offer to participate in our Events is aimed exclusively at businesses within the meaning of Section 14 of the German Civil Code (BGB). By participating in our free or paid-for Events, participants accept the following “General Terms and Conditions” (hereinafter “GTCs”). Only natural and/or legal persons who are adults of unlimited legal capacity may participate in an Event.

2. Photography; video and audio recordings

In the course of an Event, Spryker or third parties commissioned by Spryker may take photographic, video or audio recordings. These recordings are used by Spryker, among other things, for its own marketing as well as both online on the Internet (such as on Spryker’s website and in social networks) and offline at Spryker’s events. By participating in an Event, the participant consents to said photographic, video, and audio recordings and allows Spryker to use the aforementioned recordings and edits thereof for Spryker’s own purposes, in particular for the purpose of advertising Spryker, and the products/services it offers, on Spryker’s website; on social-media sites (such as Facebook or Twitter); on video-sharing platforms (e.g., YouTube); in the context of commercials and image films; for advertisements in affiliate links; in printed media; on posters, banners, and brochures; on flyers; as well as in electronic (newsletters) and postal advertising letters, or to have them used by third parties on Spryker’s behalf. In particular, Spryker is to be fully enabled to exploit the photographic, video, and audio recordings, in unmodified or modified form with the exclusion of the participant, in any respect. The participant grants Spryker the exclusive right, unlimited in terms of subject, time or territory, to use the photographic, video, and audio recordings in any form, including unknown forms, and in particular to reproduce and distribute them, present them, to broadcast them via long-distance lines or wirelessly, as well as to make them publicly available. Further included is the right, without further consent of the participant, to edit or otherwise reconfigure the creations at its sole discretion and to exploit the thereby resulting creations in the same way as the original creations. Furthermore, the participant waives the right to cite his/her own name in connection with the photographic, video, and audio recordings. In addition, Spryker has the right to transfer the aforementioned rights to companies in which Spryker holds a share, and to enable these companies, in the same way as itself, to exploit the photographic, video, and audio recordings, in unmodified or modified form with the exclusion of the participant, in any respect. Irrespective of the aforementioned permission, Spryker has the right to archive the recordings in digital and/or analog form. In addition to its own documentation purposes, the archiving will be used to prosecute any copyright infringements committed by third parties.

3. Rights of the participant

If a participant does not wish to consent to photographic, video, and audio recordings by Spryker or by third parties commissioned by Spryker, the participant will send Spryker a statement to that effect, at least 7 working days prior to his/her participation in a Spryker Event, stating his/her first and last name, the date and location of the Event, his/her contact details, and a photograph for personal identification to legal@spryker.com.

4. Liability of Spryker

Spryker disclaims any and all liability for minorly negligent breaches of duty, provided that these do not involve essential contractual obligations (so-called “cardinal obligations”); loss of life, physical injury, or damage to health; or guarantees; or claims under the Product Liability Act. Essential contractual obligations are those whose fulfillment makes proper participation possible in the first



place and on the fulfillment of which the participant is entitled to rely. Furthermore, in relation to entrepreneurs, Spryker's liability for the breach of essential contractual obligations is limited to the amount of damage typically foreseeable at the time of conclusion of the contract. The same applies in each case to breaches of duty by the vicarious agents and legal representatives of Spryker.

5. Final provisions

Spryker reserves the right to modify these GTCs in future at its sole discretion. A current version of the GTCs will be made clearly visible, accessible, and known to the participants at each event. Furthermore, a current version will also be available on our website at www.spryker.com/gtcevents. With regard to all legal relationships arising from this contractual relationship, the law of the Federal Republic of Germany shall apply, to the exclusion of international private law and the UN Sale-of-Goods Convention. If the participant is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, Berlin shall be the exclusive place of jurisdiction for all disputes arising in connection with this agreement. Should any provision of this agreement be ineffective, the remaining provisions shall not be affected thereby in their legal effect. Participants are not permitted to display or distribute corporate advertising at the Event venue unless prior written consent has been granted by Spryker. Infringements will result in exclusion from the Event. Spryker expressly reserves the right to claim damages.

Dated: August 2018