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## General Terms and Conditions of Contract for University Events at the University for Continuing Education Krems (UWK), except for continuing education study programs

### 1. Registration

Registration for the relevant university event is made online by means of the registration form and/or link provided on the relevant UWK website. If no registration form and/or link is provided, registration may also be made by email to the relevant UWK contact person. By sending the registration or email, registration for the relevant university event will become legally binding on the prospective attendee.

If the number of attendees is limited for a relevant university event, the registrations will be considered in the order in which they are received. The contract will be concluded upon UWK sending the confirmation of registration to the prospective attendee.

### 2. Attendance fees and payment modalities

Upon registration a down payment of 10% of the attendance fee is due, which will be deducted from the total attendance fee.

The attendance fee will be due for payment within 14 days of receipt of the bill. In the case of registrations made less than 14 days prior to the start of an event the attendance fee must be paid in full by the start of the event.

In the case of late payment the attendee will be charged late payment interest of 4% p.a. plus dunning charges.

The attendance fee is to be paid via bank transfer to UniCredit Bank Austria Krems, AT08 1100 0039 7404 1000, BIC: BKAUATWW, and the number of the bill must be stated. Bank charges that may be incurred in connection with the transfer must be borne by the attendee.

### 3. Cancellation policy

Registrations must be cancelled in writing by sending an email to the relevant UWK contact person not later than one week prior to the start of the event. In this case attendees will be required to pay a cancellation fee amounting to 10% of the attendance fee.

Registrations may not be cancelled at a later point in time or only against payment of the attendance fee in full.

### 4. Cancellation and rescheduling of events

UWK reserves the right to cancel university events, including, without limitation, in the case that the minimum number of attendees is not reached, due to current internal measures/regulations of the Federal Government due to pandemics, etc. In that case any attendance fees already paid will be refunded. The attendee will have no additional claims in this regard.

UWK reserves the right to reschedule university events, including, without limitation, due to current measures to prevent the spreading of pandemics, etc. In that case the registration will remain valid but the attendees may withdraw their registration free of charge. This is subject to the prerequisite that the relevant UWK contact person is notified of the withdrawal by email or link within 14 days of notification of the rescheduling. In the case of a withdrawal any attendance fees already paid will be refunded. The attendee will have no additional claims in this regard.

### 5. Changes to organizational aspects

UWK reserves the right to make necessary changes to organizational aspects (e.g. changes of lecturers, start times, etc.).

Furthermore, UWK reserves the right to hold events via electronic means of communication either in whole or in part.

This does not entitle attendees to rescind the contract, to demand a reduction in the fee or to claim damages.

### 6. Liability

UWK is exclusively liable for damage caused by wilful or grossly negligent conduct of its staff or agents [as defined in Section 1313a of the Austrian Civil Code [ABGB]]. Liability for slight negligence, consequential damages, pecuniary damages, compensation for lost profit or damage arising from third-party claims is excluded.

Such limitation of liability also applies to personal liability of UWK's staff or agents.

### 7. Rights of use

All works created by attendees themselves in connection with university events will remain the intellectual property of the attendees.

The attendee will grant UWK a free-of-charge, non-exclusive right to use the work for all types of exploitation, including the right to use the work in online networks, which right will be unlimited in terms of time and territory.

Any use of the work by the attendee himself is not restricted thereby.

Documents, presentations, etc. made available in connection with a university event are and will remain the intellectual property of UWK or the relevant author or rights holder, and may exclusively be used by those persons who attended the event. Any use of the works beyond their free use (e.g. making copies of documents made available for one's own use, citing specific passages of a publication, etc.) and thus any use of all documents of UWK in violation of the provisions of the Austrian Copyright Act [*Urheberrechtsgesetz/UrHG*] is prohibited without the express written consent of UWK or of the relevant author or rights holder.

The attendee may not take photos or make video or sound recordings during a university event without the express written consent of UWK or of the relevant author or rights holder.

### 8. Change of personal data

Any changes of the attendee's name or (email) address, etc. must be advised to the relevant UWK contact person in writing. If no change is advised, the address most recently advised will be the valid (email) service address.

### 9. Place of performance

Unless otherwise provided in the relevant event information, university events will be held on the UWK premises at Dr.-Karl-Dorrek-Strasse 30, 3500 Krems.

### 10. Place of jurisdiction

The court in Krems having subject-matter jurisdiction shall have jurisdiction over any legal disputes arising out of this contract. Austrian law shall apply; the conflict of laws rules shall be excluded.

### 11. Distant selling

If the attendee is a consumer as defined in the Austrian Consumer Protection Act [*Konsumentenschutzgesetz/KSchG*] and if the contract was concluded via distant selling, the Austrian Act on Distance and Off-Premises Transactions [*Fern- und Auswärtsgeschäfte-Gesetz/FAGG*] provides for a statutory right of withdrawal entitling the attendees to withdraw from the present contract with UWK with no obligation to state reasons within **fourteen (14) days of conclusion of the contract**.

In order to exercise the right of withdrawal the attendee must notify the relevant UWK contact person by means of an unambiguous statement and by referring to the *FAGG* either by post to the University for Continuing Education Krems, Dr.-Karl-Dorrek-Strasse 30, 3500 Krems, or by email to the relevant UWK contact person (first-name.surname@donau-uni.ac.at) of their decision to withdraw from the present contract with UWK. A withdrawal form is provided on our website (<https://www.donau-uni.ac.at/dam/jcr:6544980f-1f61-4a5b-9a9d-3a6140035b3a/Form-to-withdraw-from-a-university-event-of-the-University-for-Continuing-Education-Krems.pdf>)

Sending the notice of exercise of the right of withdrawal prior to expiry of the period for withdrawal shall be sufficient for observance of the withdrawal period.

### 12. Data protection

By registering the attendee agrees to the processing of their personal data provided by them for preparing, carrying out and managing the event by UWK. For further information on data processing please refer to the Privacy Policy ([www.donau-uni.ac.at/en/university/privacy-policy](http://www.donau-uni.ac.at/en/university/privacy-policy)) of UWK.