

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 a university event is done online via the relevant registration form and/or link provided on the 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 submitting the registration or sending the email, registration will become legally binding on the 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.

After checking the registration, UWK will send written confirmation of registration to the attendee; the contract will be concluded in this way.

2. Participation fee and payment modalities

The most recent participation fee as published from time to time shall be paid for attendance, which fee shall be due for payment within 14 days of receipt of the invoice. In the case of registrations made less than 14 days prior to the start of an event the participation fee must be paid in full by the start of the event. The participation fee shall be paid by bank transfer to the UWK bank account (IBAN AT08 1100 0039 7404 1000, BIC BKAUATWW) by stating the invoice number and the title of the event. Bank charges that may be incurred in connection with the transfer must be borne by the attendee.

Attendance shall only be possible if the participation fee has been paid in full in advance.

UWK reserves the right to send invoices, payment reminders and dunning letters in electronic form by email. In the case of late payment, the attendee will be charged late payment interest of 4% p.a. plus dunning charges.

3. Cancellation policy

Registration may be cancelled up to the registration deadline advised for the relevant university event and must be done in writing by email to the UWK contact person advised from time to time. In that case attendees will be required to pay a cancellation fee amounting to 30% of the participation fee.

If registration is cancelled after the deadline for registration advised, the full participation fee shall be payable.

4. Organisational changes; Cancellation of events

UWK reserves the right to make necessary modifications at short notice, such as to change the event venues or to postpone the event, and other necessary organisational changes. This concerns, but is not limited to holding the event (in whole or in part) via electronic means of communication and necessary modifications due to current measures to prevent the spread of pandemics, etc.

Such deviations shall entitle attendees neither to cancel the registration nor to a reduction in the participation fee, or to claims for damages, etc.

The teaching content and all documents, presentations, etc. made available in connection with attending a university event are and shall remain the sole intellectual property of UWK or the relevant rights holders, and are made available exclusively for the personal use of those who have attended the event. Any use of the works beyond their statutory free use (e.g. making single copies of documents made available for one's own use, citing specific passages of a publication, etc.) and thus any misuse of documents of UWK in violation of the provisions of the Austrian Copyright Act [*Urheberrechtsgesetz/UrhG*] without the express written consent of UWK or of the author or rights holder shall be prohibited and may lead to claims for damages on the part of UWK or third parties.

Attendees 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.

7. Privacy Policy and correction of personal data

By registering, the attendee agrees to processing of the personal data provided by them for preparing, carrying out and handling the event by UWK. For further information on data processing please refer to the Privacy Policy www.donau-uni.ac.at/datenschutz of UWK.

UWK complies with the duty to provide information under the GDPR, in particular regarding the sending of information and promotional material, by publishing the relevant notices (*inter alia*) on our website at www.donau-uni.ac.at/datenschutz. Consent to receiving information and promotional material may be withdrawn at any time by sending an informal email to the UWK contact person responsible for the event.

By their signature on the registration form or when registering by email, the attendee acknowledges that they have read the Privacy Policy. Changes of the personal data or service address of the attendees must be notified in writing to the relevant UWK contact person immediately, including all corresponding documents. If no change is notified, the address most recently advised will be deemed the valid (email) service address.

8. Venue

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

The house rules of UWK as amended from time to time shall apply (<https://www.donau-uni.ac.at/de/universitaet/service/infopoint.html>).

Moreover, UWK reserves the right to cancel university events, in particular if the minimum number of attendees is not reached and will endeavour to inform attendees thereof in writing as soon as possible. In that case any participation fee already paid will be refunded. The attendee shall have no additional claims in this regard.

5. Liability

UWK shall be exclusively liable for damage caused by wilful or grossly negligent conduct of its staff or agents, or of cooperation partners. Liability for slight negligence, consequential damages, pecuniary damages, compensation for lost profit, frustrated expenses or damage arising from third-party claims shall be excluded. Such limitation of liability shall also apply to personal liability of UWK's staff or agents, or cooperation partners.

6. Rights of use

All works created independently by attendees themselves as part of the university event shall remain the intellectual property of the attendees. The attendee shall grant UWK a free-of-charge right to use the work for all types of exploitation, including the right to edit and to use the work in online networks, in particular on the internet, which right shall be unlimited in terms of time and territory. Any use of the work by the attendee themselves shall not be restricted thereby.

By registering, the attendee agrees that UWK may check by means of suitable electronic control measures whether written works of the attendees are in conformity with the rules and principles of good scientific practice and are free from unauthorised exploitation of third-party intellectual property.

9. Miscellaneous; Place of jurisdiction; Effectiveness

The exclusive place of jurisdiction shall be 3500 Krems. Austrian law shall exclusively apply; the conflict of laws rules of private international law shall be excluded.

10. Distance 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 cancel 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 (firstname.surname@donau-uni.ac.at) of their decision to withdraw from the present contract with UWK.

A [withdrawal form](#) is available on our website. 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.