

GENERAL TERMS AND CONDITIONS

Education & Events

Scope: These General Terms and Conditions shall apply to all legal relationships between Destination Wattens Regionalentwicklung GmbH (hereinafter DW) and the participants of courses and events offered by DW.

1. Registration

Registration requires written form. Interested parties can register for courses offered by DW via the indicated online portal (e.g. Eventbrite) or the respective course registration website, unless otherwise stated in the course programme. Due to the limited numbers of participants, registrations will be accepted chronologically in the order in which they are received unless otherwise noted. Registration is binding. The registration deadlines depend on the course format and are indicated on the respective registration platform.

All data provided by participants for the registration must be complete and correct. By registering for a course and agreeing to these General Terms and Conditions, participants confirm that they are of full age and have the right to act on their own behalf or have the consent of their legal representative, and that they accept all legal consequences of making false statements.

Participants will immediately receive a confirmation of registration by email or an invoice if course or event fees apply. The confirmation is final only after payment receipt.

The written registration confirmation constitutes a contractual agreement between DW and the participant. DW is entitled to decline the acceptance of the contract upon receipt of a course registration. In such event a corresponding message will be sent to the participant.

Some courses and events have specific participation requirements in terms of qualification and age, as indicated in the course catalogue. By booking a course or event, participants agree that they fulfil these requirements.

2. Course fee

The fees for courses and events are shown in the course description. All prices are listed in euros.

Unless otherwise stated in the course and event programme, the course fee is paid by credit card on the indicated online portal. The course fees are due in accordance with the deadlines in the course programme and at the latest before the start of the course. If the course fee has not been paid on time, DW is entitled to deny access to the respective course participant. This does not affect the participant's obligation to pay the full amount.

3. Organization of courses and events

Each participant will receive a written invitation announcing the location of the event in good time before the start of the course. This does not apply to short formats of 2-4 hours. Details for such short events will be announced in the registration confirmation on the Eventbrite online portal. A teaching unit (TU) consists of 50 minutes of class and 10 minutes break, unless otherwise stated in the course description.

No refunds will be given to participants for missing any classes, parts of classes or the entire course, disregarding any personal reasons as to why they were not able to attend.

If a class needs to be cancelled because a lecturer is unable to participate, it will be held on a different date if possible and without additional fees. If an alternative date cannot be found, the course fees will be refunded proportionally in the ratio of the cancelled units to the total number of units.

For courses with a minimum duration of one day, participants will receive a written course attendance confirmation on the last day of the course upon request, provided that they attend at least 75% of the course units. This does not apply to courses, events and training programmes which are subject to the specifications of cooperation partners and have different attendance requirements according to legal regulations. The respective attendance requirements will be specified in the course programme, on the website and/or in the course.

For courses with exams or a final thesis, participants will be informed about the required details in good time during the course.

DW is not obliged to conduct courses or parts of courses and reserves the right to cancel them in due time, especially if the minimum number of participants is not reached. If a course is cancelled by DW, the course fee will be refunded in full to the participants.

4. Revocation and cancellation

If a registration is made exclusively via distance selling by email or online, participants have a right to revoke the registration without giving reasons within a period of 14 days from the registration date. In such case, participants must send a written statement by letter or email to Destination Wattens Regionalentwicklung GmbH, Weisstraße 9, 6112 Wattens, Austria, office@destination-wattens.at stating their decision to withdraw the registration, or cancel their registration for an event on the respective online portal. The intention to withdraw the registration must be clearly stated. Sending such a notification before the end of the cancellation

period is sufficient to comply with the cancellation period. After submitting their revocation, participants will be sent a confirmation of receipt of revocation. Any paid course and event fees will be refunded to the participants within 14 days using the original means of payment, unless the service (i.e. the course or event) has already been provided in full or in part at that time.

If these statutory cancellation terms do not apply, a contract can only be cancelled electronically in writing, whereby, unless otherwise stated in the registration, cancellation up to 10 days before the start of the event (date of receipt of cancellation) is free of charge. For cancellations made within 10 days before the event or after the start of the event or in case of non-attendance, the entire invoice amount is due.

5. Course and event changes and cancellations

DW reserves the unrestricted right to make changes in terms of the organisation and/or content of courses, parts of courses or TUs, whereby course participants will be informed of any cancellations or changes in good time and in an adequate form. If a whole course is cancelled, participants will receive a full refund of the course fee. However, participants will not be reimbursed for any expenses or costs (such as travel expenses, loss of time) resulting from a cancellation or change.

6. Liability

All information provided by DW in publications and websites has been prepared to the best of its knowledge and belief. However, DW assumes no liability for the topicality, correctness and completeness of the information provided, unless DW can be accused of intent or gross negligence.

DW, its employees, contractors or other vicarious agents do not accept liability in cases of slight negligence for property damage or financial losses of the participants, regardless of whether these are direct or indirect losses, lost profits or consequential losses, losses due to delay, impossibility, positive breach of contract, culpa in contrahendo, or inadequate or incomplete performance. The existence of gross negligence must be proven by the injured parties. As far as the liability of DW is excluded or limited, this also applies to the personal liability of its employees. DW assumes no liability with regard to a certain personal learning progress and cannot be held liable for a specific individual output of its courses and events.

7. Damages

The inventory, premises, media and equipment of DW are to be used and handled with care.

Participants are liable for any damage they have caused and are therefore obliged to pay compensation. Any damages must be reported

immediately to office@destination-wattens.at for compensation.

Parents and guardians must pay compensation for damages caused by their minor children.

8. Copyright law

The contents of the scripts, documents and materials provided are protected by copyright and are intended solely for the personal use of the participants. Any further use, especially saving, reproducing, translating and processing as well as any form of commercial use or passing on to other persons – also in parts or in revised form – without the consent of the authors is prohibited.

9. Sound and film recordings

Participants as well as parents and legal guardians of minors give their express consent that sound and film recordings as well as photos may be made in the premises of Werkstätte Wattens, which are intended for public relations and/or commercial use (including press releases, online and offline advertising material, website, newsletter, social media, video reports, etc.) by DW and its partners and/or third parties. Participants agree that the recordings made of them during or in connection with a course or event offered by DW may be evaluated and published without compensation, without time or space restrictions and by means of any current or future technology.

10. Data protection and data use

Personal data is processed according to DW's privacy policy. A current version is available at www.destination-wattens.at/en/imprint.

11. Final provisions

The law of the Republic of Austria shall apply to all legal relationships to the exclusion of all national and international referral norms. The exclusive place of jurisdiction is agreed to be the competent court in Innsbruck.

Printing and typesetting errors and mistakes reserved.

Wattens, 26 March 2020