

General terms and conditions for education & training courses and individual events

Scope of application

Participation in training and continuing education programs or language training programs as well as individual events (hereinafter referred to as "educational events") of Otto-von-Guericke Transfer- und Projektmanagement GmbH, located at Universitätsplatz 2, 39106 Magdeburg (hereinafter referred to as "OVGU GmbH"), shall be governed exclusively by the terms and conditions set out in these General Terms and Conditions (GTC) for training and continuing education programs and individual events. Deviating terms and conditions of third parties or participants (hereinafter referred to as "participants") that contradict these terms and conditions shall not apply.

Registration and confirmation of registration

Registrations for educational events can be made by e-mail, letter or telephone. Alternatively, it is also possible to register via the electronic registration portals of OVGU GmbH.

By registering for an educational event, participants confirm that they have taken note of the content and target group definitions and that they agree with them. Furthermore, participation in an educational event may be subject to a professional and language test, which is carried out in accordance with the defined and event-specific admission requirements.

Registration only becomes legally binding when both parties sign a written contract sent to them or when they receive a written confirmation of participation from OVGU GmbH.

Every legally binding registration is subject to these General Terms and Conditions.

Payments

Participation in the educational events and additional, optionally bookable services or materials is subject to a fee and is charged per person and event. The costs of payment transactions are generally borne by the participants.

The fees are due upon receipt of the invoice and must be transferred without deductions to the account specified in the invoice.

In the event of late payment, a payment reminder will initially be sent free of charge within a maximum of 10 days. Thereafter, a reminder fee of 2% of the participation fee will be charged for

the first reminder and €10 for each subsequent reminder. OVGU GmbH optionally reserves the right to cancel the place if payment is outstanding and to allocate it elsewhere.

Depending on the type of educational event, admission may be denied under certain conditions. Further information on this is set out in the registration confirmations and participant contracts.

Cancellation

Participants have the right to cancel their binding registration. Cancellation must be made in writing.

Cancellation fees for canceling an educational event vary depending on the time of cancellation and are specified individually in the participant contracts. If there are no separate regulations, the following conditions apply:

- Cancellations up to 8 weeks before the start of the event are free of charge.
- Cancellations up to 4 weeks before the start of the event will result in a cancellation fee of 50% of the participation fee.
- Cancellations within 4 weeks before the start of the event must be paid in full.

Alternatively, canceling persons have the option of naming a substitute person to participate in a booked certificate course, seminar or continuing education program.

In the event that a participant does not attend a registered educational event, the full participation fee must be paid.

There is no entitlement to a partial or full refund of event fees already paid in the event of illness or premature departure from the educational event by the participant.

Cancellation by the organizer; change of event

If, contrary to expectations, too few participants are registered for an educational event, OVGU GmbH reserves the right to cancel the educational event. The affected participants will be informed immediately.

OVGU GmbH will, if possible and reasonable under the circumstances, make alternative offers to the affected participants of canceled educational events. If the participants agree, they will be rebooked free of charge. If this option is not acceptable to the participants, any fees already paid may be refunded in full. Further claims, in particular for compensation for travel and accommodation costs and loss of working hours, are excluded.

If an educational event is canceled at short notice - for example due to the illness of a lecturer - the regulations for cancellations by OVGU GmbH apply analogously (see above).

OVGU GmbH reserves the right to make changes to the organization, staffing, location or schedule of an educational event at any time, provided that these changes do not have a significant impact on the overall character of the educational event.

Proof of performance

Upon completion of the training event, participants will receive a confirmation of participation upon request and by arrangement or offer. Upon successful completion, including passing the examination, participants are awarded a qualified certificate.

Copyrights

All event documents, both in physical and digital form, such as video and audio materials, are subject to copyright protection. Reproduction, distribution or other use of the documents as well as any documents, graphics, image and sound materials and other information carriers provided by OVGU GmbH or its agents is only permitted with the express written consent of OVGU GmbH.

Liability

The events are carefully prepared and conducted by qualified trainers and speakers. However, OVGU GmbH assumes no liability for the topicality, correctness and completeness of the event documents or for the implementation of the educational event and its content. In particular, OVGU GmbH assumes no liability for possible damages that could arise from the application or passing on of what has been learned and/or conveyed in the context of educational events.

OVGU GmbH shall only be liable for property damage and financial loss caused intentionally or through gross negligence. Liability on other legal grounds is excluded.

Photographs, image and sound recordings

During all educational events, the taking of photographs and/or image and sound recordings of any kind by persons who have not been expressly authorized or commissioned in writing by OVGU GmbH is not permitted. OVGU GmbH reserves the right to take photographs and make video and audio recordings at any time during educational events. Participants may object to such recording of their person at any time.

Data protection

OVGU GmbH processes and stores the data collected in connection with participation in an educational event and ensures its long-term protection.

Place of jurisdiction

Unless the participant is a natural person, the place of jurisdiction is Magdeburg, Germany.

Date as of 2023-04-01