

# **General Terms and Conditions of Educational Events**

## **provided by Global PA Academy**

Valid from January 1, 2015

### **I. Scope**

These general terms and conditions apply to the business relationship agreement between Global PA Academy (a production of Preferred Assistant and referred to as “GPA” in the following) and the Participant of GPA events (referred to as the "Participant" in the following) participating in any event organized and carried out by GPA and its partners. Contrary or supplementary terms and conditions of the Participant shall not form part of this Agreement, even where this is not expressly contested by GPA.

### **II. Objective of the event**

GPA and its speakers shall be obliged to pass on knowledge and skills within the scope of the event it possesses regarding the contents of the event. However, GPA shall owe no actual success and shall, in particular, not be liable for the fact that the Participant (recipient of the service and information) will actually be able to implement the know-how provided.

At the end of the event the Participant will receive a confirmation in the form of an attendance certificate to confirm that s/he received instructions in the contents of the event.

### **III. Event notifications and practicalities**

GPA will publish the semester/event dates in advance on a quarterly basis (in particular, by mailing sent semester programs as well as by publication on the GPA website).

The events will take place at the notified dates between 9:00 a.m. and 7:00 p.m. and usually include two coffee breaks and one lunch break of one hour. GPA reserves the right to change the event hours according to organizational requirements.

GPA reserves the right to substitute or cancel individual lectures, speakers and/or content of an event, as long as such action does not substantially adversely affect the overall character of the event. Likewise, GPA can change dates and/or locations of the event, except where there is no valid reason to do so and the legitimate interests of the Participant are substantially adversely affected.

## IV. Registration

The Participant registers for the event by e-mail or online registration form. This registration shall be binding on the Participant upon receipt of the written application by GPA. GPA shall confirm the registration of a Participant by issuing a respective invoice. By issuing the invoice attendance at the event is bindingly agreed upon.

Registration for a specific event shall be received by GPA not later than 7 calendar days prior to the beginning of that event. Applications for registration received after that date may only be taken into account if the maximum number of Participants for the event concerned has not been reached by the date of receipt of the application.

By registering for the event the Participant acknowledges to know the present General Terms and Conditions and agrees to the provisions hereof. PLEASE BE ADVISED that registered Participant shall constitute unconditional acceptance to be bound by any and all of the terms and conditions of this agreement.

## V. Participation evaluation

In principle, anybody may participate in the trainings and events offered by GPA subject to the maximum number of Participants indicated for every event.

Due to organizational requirements and for reasons of quality assurance with respect to the events GPA shall specify the qualifications required of the Participants for each event, but not limited to such. GPA reserves the right to reject Participants who do not meet the requirements. This reservation is in the interest of the other Participants.

By offering events GPA does not submit itself to any obligation to contract. Thus, GPA shall be entitled to reject a registration without stating any reasons.

## VI. Participation fees and payment

The fee for the participation in the semester event shall be due promptly upon issuing of the invoice and shall be received by GPA by the beginning of the event.

The prices stated for each event on the website are net, exclusive of VAT.

Travel expenses, cost of accommodation and meals at the place of the event shall in any case be borne by the Participant (except when included in the participation package).

Participation fees include documentation, certification of participation, lunch/snacks and drinks (LIVE Stream participation excepting), plus VAT, and are payable in full, giving the invoice number, within eight 7 days of date of the invoice.

## VII. Cancellation policy

### Cancellation by Participant

In case a registration is cancelled not later than 60 calendar days prior to the beginning of the event, GPA will charge no cancellation fee.

If the registration is cancelled 59 days to 21 days prior to the beginning of the event, a cancellation fee in the amount of 50% of the participation fee will be charged.

In case of cancellations at a later point in time or if the Participant fails to appear at the event the full fee as in case of participation will be charged.

For calculating the cancellation periods the date of receipt by GPA shall be relevant. The date at which the event is held shall not be included in the calculation.

Until three calendar days prior to the event date the Participant shall, however, be entitled to nominate a substitute for the participation in writing. GPA reserves the right to reject substitute Participants who do not meet the requirements.

Alternatively, the Participant may attend a different GPA event within next twelve months, in which case an administrative surcharge of € 50 plus VAT will be charged.

### Cancellation by event organizer

GPA reserves the right to cancel individual event if for a specific event no sufficient number of Participants has been reached. The Participant shall be notified in writing of the fact that the event has been cancelled not later than 21 calendar days prior to the respective event.

GPA reserves the right to cancel an event at short notice for important reasons beyond its reasonable control (such as illness on the part of the instructor/speaker) – but no later than 5 working days before the start of the event.

Where possible, the Participant shall be offered an alternative option of attending an alternative GPA event within the next twelve months, calculated as of the cancelled event date. In this case, no re-booking fee will be charged. If the Participant declines this offer, any payments received will be refunded.

No further claims of the Participant, particularly for damages, shall derive from the cancellation and shall be excluded. GPA will not reimburse any costs incurred from the cancellation as for example, cancellation or re-booking fees to be paid by the Participant for any means of transport or any overnight stays.

In case event cancellation is in part due to a Force Majeure, GPA reserves the right to refund a portion of registration fee in GPA's discretion, taking into account the extent of the cancellation among other considerations.

## VIII. On-site regulations

### Advertising

Advertising by Participant in any form during or in connection with the event is subject to the prior written permission by GPA and its parties, speakers and / or representatives.

### Parking

GPA disclaims all responsibility from losses or damages to vehicles parked on or near the event. GPA is not responsible for losses or damage to any vehicle towed from the event site.

### Competition

The Participant undertakes not to ask any employees or other staff of GPA to work for him without the explicit written consent of GPA's management.

### Code of Conduct

The Participant is expected to be familiar with GPA Code of Conduct. Participants must undertake their best efforts to act upon such and follow the stated guidelines during the events and/or while being active within GPA community.

### Safety and security

Access to the event is prohibited and refused to, but not limited to, people who:

- Are demonstrating an intent to disturb the peace or to provoke someone else to do so, engage in fighting or disruptive behavior, use foul language, wear clothing with obscene or indecent language, and act in violation of the provisions of one or more articles of these regulations or in the spirit thereof.
- No item that can be used as a means to disturb the peace, endanger the safety of the crowd and/or inflict damage to people and goods in the sole discretion of event staff. Participant must heed the directions of event organizers and security personnel at all times whilst on the event site. If Participant fails to comply with such directions, Participant will be removed from the event site, and, if necessary, event staff may call on the police for assistance.
- Participant must be able to provide valid identification if requested by a member of security or event crew member.

## IX. Copyright matters

All handouts and documentation (including examples, materials and any kind of software) regarding the event, irrespective of whether they were made available to the Participant in printed or electronic form, are protected by copyright in favor of GPA, constitute proprietary know-how and trade or business secrets of GPA and its presenting speakers, therein remain the exclusive property of GPA and its presenting speakers. These documents and the information are subject to future changes.

These documents and the information contained therein are made available to the Participant of the event for his/her exclusive personal use on the occasion of or after the event participation. By only attending the events, the Participant shall not be granted any exclusive rights to these documents and information either, in particular no title.

Any passing on, copying or dissemination - in whatsoever form - is not permitted and will be prosecuted (unless permission is given by a written notice by GPA).

If on the occasion of or in the course of the event works are created which are protected by copyright, GPA shall hold exclusive title thereto. The Participant shall only be authorized to use such works protected by copyright under a license agreement to be concluded in the individual/group case.

## **X. Confidentiality**

### Personal data protection

The Participant's name and company/organization may be made available to event Participants (LIVE Stream Participants excepting) in the form of a list of Participants. For its LIVE Stream access, GPA uses YouTube public facilities.

GPA respects and protects Participants privacy and its email integrity.

### Documentation and recordings

GPA events may be documented by means of photographs, video and/or sound recording. **The Participant consents** that photographs, video and/or sound recordings of the event in which the Participant is clearly identifiable may be used in whole or in part for all current and future media, particularly for the purposes of quality assurance, promotion and reporting. **Participant consents** to the fact that these images and recordings can be registered, stored, transmitted, broadcast/streamed, rebroadcast, and sold for commercial purposes.

Documentation of LIVE Stream is excepted. No contributions from Participants (image, sound or chat) will be recorded during the streaming.

These recordings may also be used for any other purpose, including, but not limited to, commercial purposes on behalf of Company, its parent company, and their respective affiliates, subsidiaries and third party commercial partners, including sponsors to the Event, without any compensation to the Participant. Participant waives all other rights in and to those images and likenesses, including, but not limited to, all claims of so-called moral rights.

These recordings may be used as a means to identify and facilitate the prosecution of illegal or impermissible conduct.

Any recordings made by Participants on or near the event site may not be used for commercial or public purposes, unless consented to by GPA (including, without limitation, having ads run on or beside such videos on YouTube and other video sharing websites). Non-professional grade small video cameras and cameras are allowed at the event site.

## **XI. Liability**

Participant recognizes and acknowledges that there are hazards and risks of physical injury or illness and that not all such risks can be fully eliminated. By entering the event site, Participant voluntarily agrees to assume the full risk of life, bodily injury or property damage, regardless of severity that may sustain as a result of attendance at the event or while on the premises, whether or not caused by the negligence or gross negligence of organizers or their agents.

Any claims on the part of the Participant for damages are excluded. This does not apply to damages arising from injury to the life, body or health of a person, or where key contractual obligations ("cardinal obligations") are infringed, or to other forms of damage caused by any intentional dereliction of duty on the part of GPA, its legal representatives or agents. Key contractual obligations are such that need to be fulfilled in order to achieve the aim of the contract.

Compensation for infringement of key contractual obligations shall be limited to foreseeable losses typical to the contract, if such damage was caused by ordinary negligence, unless it concerns compensation of the user for damages relating to injury to life, body or health.

The above limitations also apply to GPA's legal representatives or agents if claims are made against these directly.

## **XII. Indemnification**

Participant hereby indemnifies and holds harmless the Company, its parent companies, affiliates, and subsidiaries and their representatives, officers, directors, owners, members, trustees, agents, employees, successors and assigns, the venue, and any other designated agent, event sponsors, the promoter(s), and the performing artists, including, but not limited to, their respective management, their agents, their staff and their designees from any loss, liability, damage or cost in any way arising out of or related to Participant's negligence or misconduct at, around, or while traveling to or from, the event.

Participant hereby waives, discharges, holds harmless and covenant not to sue GPA parties from any and all liability arising out of or in connection with the event, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or experiences of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out or related to the event, Participant's attendance at the event, or your travel to and from the event, whether or not caused by the negligence or gross negligence of the GPA Parties.

In no event will the company parties or their suppliers, advertisers and sponsors, be responsible or liable to Participant or anyone else for, and Participant hereby knowingly and expressly waives all rights to seek, direct, indirect, exemplary, incidental, special, punitive or consequential damages or lost profits, revenues or business opportunities, or other damages of any type, and any rights to have damages multiplied or otherwise increased, arising out of or in connection with the event or any product or service purchased at the event, even if GPA parties have been advised of the possibility of such damages, and regardless of whether the claim is based upon any contract, tort, or other legal or equitable theory.

Without limiting the foregoing, Participant expressly acknowledges and agrees that GPA parties will have no liability or responsibility whatsoever for (a) any failure of another attendee of the event to conform to these rules, (b) personal injury or property damage of any nature whatsoever, whether arising in contract or in tort, resulting from Participants attendance at the event, (c) any errors, mistakes, inaccuracies or omissions in any content.

Participant's sole and exclusive remedy for dissatisfaction with the event is to leave the event. The limitations in this section will apply even if any limited remedy fails its essential purpose.

The allocation of risk between us is an essential element of the basis of the bargain between us. Some jurisdictions do not allow the exclusion or limitation of damages, so these may not apply to the Participant. In such cases, the company parties' liability will be limited to the fullest extent permitted by applicable law. In no event will attorneys' fees be awarded or recoverable by Participant.

### **XIII. General provisions**

#### Jurisdiction

This agreement as well as its valid conclusion and its pre- and post-contractual effects shall be construed in accordance with and governed by the law of The Netherlands with the explicit exclusion of the application of rules on conflicts of laws.

Participant unconditionally agrees to be bound by any and all of the terms and conditions contained herein and/or referenced herein and any additions, changes and/or modifications thereof, which may be made from time to time without prior notice to Participant. Any updates to our new terms and conditions will be posted to this website address: [www.globalpaacademy.com](http://www.globalpaacademy.com).

Any disputes concerning this agreement as well as its valid conclusion and its pre- and post-contractual effects are exclusively decided either by the competent of The Netherlands, alternatively and at the discretion of GPA, by the competent court of the district, where the Participant resides, an establishment or assets.