

**General Conditions of Participation (Version: August 2022)
for workshops of the Start-up Academy
of the Vienna Business Agency. A fund of the City of Vienna.**

1. General information

- 1.1. The Vienna Business Agency A fund of the City of Vienna. (hereinafter referred to as "Vienna Business Agency") has hired entrepreneurs (hereinafter referred to as "trainers") to organise Start-up Academy workshops for eligible participants.
- 1.2. The following General Conditions of Participation set out the requirements and conditions for eligible participants participating in the workshops.

2. Eligibility to participate

- 2.1. "Participants" are persons who fulfil the criteria for the specific workshop and who the Business Agency has admitted in writing to participate in the workshop.
- 2.2. Start-ups, entrepreneurs and small businesses with a start-up project or location in Vienna are eligible to participate. The criteria in place for participating in each workshop can be found in the workshop programme available at <https://viennabusinessagency.at>.
 - 2.3. By registering, the participant confirms that he/she is planning to establish a company in Vienna or that he/she has established a company in Vienna within the last five years.
- 2.4. Participation in the workshops to the extent specified in point 3 is free of charge and voluntary. Costs and expenses the participant incurs while participating in the workshops will not be reimbursed by the Business Agency.
- 2.5. Participants have no legal claim to participate in the workshops. The Business Agency is entitled to withdraw the eligibility of participants (especially those who do not correspond to the core target group) at any time and for any reason and to change the criteria for workshop participation.
- 2.6. The right to participate in a workshop cannot be transferred to third parties.
- 2.7. Excluded from participation are trainers and coaches who work for the Vienna Business Agency or are employed by a company that provides services for the Vienna Business Agency within the framework of the Start-up Academy. Furthermore, persons who offer training and coaching in the respective subject area (e.g. marketing) themselves. Management consultants are admitted until their foundation.

3. Scope of workshops

- 3.1. A participant can attend no more than ten workshops in a calendar year.

4. Registration

- 4.1. Registration for workshops is only possible according to the rules laid down for each workshop. Workshop registration must always be done via <https://viennabusinessagency.at/>. In reasonable exceptional cases, phone or email registration is permitted. Participant registrations are binding in all cases.
- 4.2. Registrations will be considered in the order in which they are received. For each workshop, there is a minimum and maximum number of participants. The Business Agency is not obligated to accept registrations or to carry out workshops. In particular, the Business Agency reserves the right to cancel a workshop if the minimum number of participants specified for each workshop has not been reached.

5. Cancelling or changing workshops

- 5.1. The Business Agency has the unrestricted right to change the way workshops are organised and/or the content of each.
- 5.2. Participants will be informed in a timely and appropriate manner about any cancellation of or change to workshops. The participants will not be reimbursed for any expenses or costs of any kind (e.g. travel expenses, loss of time) resulting from a cancellation of or change to workshops.

6. Withdrawal and unexcused absence

- 6.1. If a participant cannot attend (part of) a workshop, he or she may withdraw from participating in the workshop up to 2 days before the day of the session. Workshop participation withdrawal must always be done on <https://viennabusinessagency.at>. In reasonable exceptional cases, withdrawing by phone or email is permitted.
- 6.2. In the following cases, the participant will no longer be entitled to participate in (additional) workshops in part or in whole:
 - Repeated workshop withdrawal 2 days or less beforehand (except in reasonable exceptional cases such as illness) and/or repeated unexcused absence from a workshop already signed up for.
 - Exclusion from a workshop (point 7.2)

7. Participating in workshops

- 7.1. Workshop participants are expected to behave respectfully, politely and appropriately towards trainers and other participants. The use of the premises in which the workshops take place is at the participants' own risk.
- 7.2. In the following cases, the trainer is entitled to exclude a participant from the workshop after issuing a warning.
 - Behaviour that disturbs the course of the workshop

(especially eating, drinking, telephoning, listening to music, making noise).

- Behaviour that endangers the safety of the trainer or other participants.
- Violation of the house rules of the premises in which the workshop is taking place.
- Behaviour that causes bodily injury, damage to the property or financial loss.

The consequences of being excluded from the workshop according to point 6.2 are explicitly pointed out.

- 7.3. It is not permitted to bring children or animals to the workshops.
- 7.4. The trainer as well as the employees of the Business Agency are authorised to issue instructions to the participants pertaining to and for the duration of the workshop.
- 7.5. Taking pictures or recording audio and video in workshops and using or transferring such, including with, but not limited to, mobile phones, dictation machines, cameras and the like, is strictly forbidden.
- 7.6. The documents provided by the Business Agency or the trainers may not be copied, distributed, offered up, made accessible to the public or put into circulation.
- 7.7. The Business Agency shall not assume any liability for personal items, including valuables, or for any training materials of the participants.

8. Participant lists and contact lists for workshops

- 8.1. The trainers keep participant lists for each workshop. The participants are obligated to fill out the participant list at the beginning of the workshop.
- 8.2. Participants who may wish to get in touch with other participants in the course of the workshop can register in contact lists, which are also kept by the trainers. By registering in the contact list, the participant expressly agrees that the contact list with the data provided may be passed on to the other participants. The contact list will only be handed over to those participants who have also included their contact information in the contact list.

9. Liability

- 9.1. The trainers carry out the workshops independently. The Business Agency therefore assumes no warranty or liability whatsoever for the completeness, accuracy and timeliness of the contents of the workshops. Any liability for loss of profit as well as financial and consequential loss resulting from applying or using the contents, information and acquired knowledge from the workshops is expressly excluded in particular.
- 9.2. The Business Agency and its employees, contractors or other vicarious agents are exempt from liability for property damage or financial losses the participant suffers in the event of slight negligence. This shall apply regardless of whether it is a matter of direct or indirect damage, lost profits or consequential damage caused by defects, damage caused by delay, frustration of performance, actively induced breach of contract, culpa in contrahendo, or defective or incomplete performance. The existence of gross negligence or intent must be proven by the injured party. Insofar as the liability of the Business

Agency is excluded or limited, this shall also apply to the personal liability of its employees and staff.

- 9.3. Participants are liable for any damage they cause (in particular soiling, damage, etc.) in accordance with the statutory conditions.

10. Data protection

- 10.1. The participants agree that the Business Agency may collect, store, process and use the necessary personal data (in particular first name and last name, email address, mailing address, telephone number and date of birth) for the purpose and duration of the.
- 10.2. The data provided by the participants will only be used, stored and processed so as to be able to handle the workshops and only passed on for this purpose to persons entrusted with handling the workshops (in particular the trainers).
- 10.3. With my participation I agree that photos taken at the event may be published on the website and also in social media channels as well as in print media for the purpose of presenting the activities of the Vienna Business Agency.

11. Miscellaneous

- 11.1. The Business Agency may unilaterally amend these General Conditions of Participation at any time. Amendments or additions to these General Conditions of Participation shall be announced in a suitable manner, e.g. by posting them online on <https://viennabusinessagency.at/> or via email. Any messages from the Business Agency to the participants are always in German.
- 11.2. The Business Agency reserves the right to change, revoke, break off or terminate the workshop without giving prior notice and at any time for any reason. In this case, the participants shall have no claims against the Business Agency.
- 11.3. In the event individual provisions of these General Conditions of Participation shall be invalid, this shall not affect the validity of the remaining provisions.
- 11.4. These General Conditions of Participation and the entire legal relationship between the participants and the organiser shall be governed by and construed in accordance with the laws of Austria, without regard to national and supra-national conflict of law rules.
- 11.5. It is noted that these General Conditions of Participation are translated into English. However, only the German version is legally binding.

General notice as a result of the COVID-19 pandemic:

Your health is very important to us! Please visit our website regularly for the latest information on the current situation and any changes to this event. Please note the current guidelines as displayed at the event venue. We request that all attendees put on face coverings before entering the venue. Please do not attend the event if you have - any respiratory ailments or symptoms of illness - had any contact with a confirmed case of COVID-19 or been in close proximity to a suspected case. In order to comply with the prescribed obligations for reporting to the health authorities in the event of a suspected or confirmed case of COVID-19 associated with the event you attend, we require your name, telephone number and email address to be provided no later than 48 hours before the event begins. Individuals who do not provide this information within the requested time frame will not be permitted to attend. The relevant data will be stored for 28 days after the end of the event and will be disclosed to the health authorities if requested. These data will be processed for the purposes of safeguarding legitimate interests and health protection in accordance with Art. 6, para. 1 of the GDPR.

Subject to sentence mistakes, printing errors and changes.