

# AUSSEN WIRTSCHAFT

## CONDITIONS OF PARTICIPATION FOR EVENTS IN AUSTRIA

OF AUSSENWIRTSCHAFT AUSTRIA OF THE AUSTRIAN FEDERAL ECONOMIC CHAMBER

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### **AUSSENWIRTSCHAFT AUSTRIA**

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## **SCOPE OF VALIDITY**

The Conditions of Participation for Events in Austria apply for attendance of events held by AUSSENWIRTSCHAFT AUSTRIA of the Austrian Federal Economic Chamber. Deviating agreements must be made in writing. By registering for an event, the participant or the interested party declares his or her agreement to these Conditions of Participation and is bound by them. By participating in the event, the participant declares his or her consent to comply with the respectively valid event and building regulations of the organiser.

## **REGISTRATION**

Registrations are taken into account in the order of their receipt. The organiser will only accept registrations for its events in written form (including by fax, e-mail, web forms, etc.) and only for free-of-charge events also in person. Each registration is binding. If a registration cannot be accepted, e.g. because an event is fully booked, the interested party will be informed immediately of this.

Registrations by non-members of the Austrian Federal Economic Chamber – except such of members of Austrian institutions treated equally to Chamber members by Aussenwirtschaft Austria – need to be formally accepted to become valid.

Persons who register a third party for an event explicitly declare that they are authorised to make this registration and will submit a corresponding declaration of consent under data protection law.

De-minimis aid: With their registration, the participants confirm their compliance with the [de minimis guidelines](#)

For **online events**, the following applies:

- For events free of charge: the organizer assumes no responsibility if technical problems/difficulties prevent participation. The organizer is not liable for any compensation.
- For fee-based events: It is the participant's responsibility to ensure the technical requirements for the event are met before registration and are in place for the event. Double checking access to the event at least 5 minutes prior to the start is highly recommended. First-time participants should check access at least 30 minutes prior to the start so technical support is still available. The organizer is not liable for refunds if technical problems, connection difficulties, or lack of required technical equipment on the part of the participant occur.

## **TERMS AND CONDITIONS OF PARTICIPATION**

If attendance of an event is tied to certain terms and conditions of approval (e.g. obligation of registration), these are listed separately and are to be met by the participant.

## **PARTICIPATION FEES**

As a fundamental rule, the participation fee is agreed that is indicated in the written or electronic information from the event organiser. If it is an event that is subject to a fee and unless otherwise indicated, all prices are gross prices including statutory VAT.

## **RIGHT OF CANCELLATION**

If the event is booked via distance selling, i.e. in particular by telephone, fax, e-mail or electronic media, the participant as a consumer pursuant to the Consumer Protection Act (KSchG) has a statutory right of cancellation pursuant to the Distance and External Selling Act (FAGG) within 14 calendar days calculated from the conclusion of contract. This does not apply for events that already commence within these 14 calendar days from the conclusion of the contract. The deadline for cancellation is deemed to be complied with when the declaration of cancellation is sent by the deadline. The participant can therefore withdraw from the declaration of contract within 14 calendar days from the conclusion of contract without indicating grounds by sending a written declaration of cancellation (e.g. letter, fax, e-mail). For this, it is sufficient if the declaration of cancellation is sent by the deadline (the date of the receipt of posting is decisive). Saturdays, Sundays and public holidays count as calendar days. The written declaration of cancellation is to be sent to the event organiser.

In addition to the provisions above, the registered participant has the opportunity to declare his or her cancellation of registration in person to the event organiser within the period for cancellation; the terms and conditions indicated above apply.

If the contract is revoked in this way, the event organiser will repay any payments that it has already received from the participant immediately and at the latest within fourteen days from the date on which the notification regarding the revocation by the participant was received by the event organiser.

## **TERMS AND CONDITIONS OF CANCELLATION**

Cancellations will only be accepted in writing. The receipt by the event organiser is decisive for the timeliness of the declaration of cancellation. If a participant is prevented from attending the event, participation can be cancelled up to 14 calendar days before the start of the event free of charge.

In the event of cancellations that are received later than 14 calendar days before the start of the event, a cancellation fee of 50% of the participation fee will be charged. In the event of cancellations that are received

on the day of the event, the full participation fee will be charged. It is possible to nominate a replacement for participation in the event. The Conditions of Participation also apply for them.

## **PROGRAMME CHANGES OR CANCELLATION**

The events are planned a long time in advance, which means there may be changes in the programme, for instance to the speakers/date/venue, etc.; we reserve the right to make such changes.

If an event has to be cancelled for organisational reasons (e.g. illness of a speaker or other unforeseen events), there is no entitlement to have the event held and there will be a deduction-free reimbursement of any participation fees already paid. A reimbursement of any kinds of costs that exceed these (e.g. journey costs, loss of earnings, travel and/or overnight accommodation costs, etc.) is excluded.

## **DISCLAIMER**

No liability is assumed by the organiser for personal items of the participants.

The organiser is only liable for damage in the event of wilful intent and gross negligence, with the exception of injury to persons. If it does not involve a consumer transaction, the injured party has to prove the existence of slight or gross negligence. Compensation of consequential damage (due to defects) and purely financial damage is excluded towards businesses. No liability can be assumed under any circumstances for the information provided in the event documents or the knowledge acquired during the event being correct.

## **DATA PROTECTION**

The Data Protection Rules of the Austrian Federal Economic Chamber are valid:

<https://www.wko.at/service/data-privacy-statement.html>

## **GENERAL INFORMATION**

If terms denoting persons are only listed in gender-specific form in the event programme, they refer equally to men and women. If individual provisions of these Conditions of Participation should be or become invalid, this will not affect the validity of the remaining Conditions of Participation. The place of jurisdiction is the court with material and local jurisdiction.