

**General Conditions of Participation (Version: January 2019)
for workshops of the Start-up Academy and coaching services
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” or “coaches”) to organise Start-up Academy workshops for eligible participants and/or to provide coaching services for eligible participants.
- 1.2. The following General Conditions of Participation set out the requirements and conditions for eligible participants participating in the workshops and using the coaching services.

2. Eligibility to participate

- 2.1. “Participants” are persons who fulfil the criteria for the specific workshop and/or the specific coaching services and who the Business Agency has admitted in writing to participate in the workshop and/or to make use of coaching services.
- 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 or using a coaching service can be found in the workshop programme and coaching overview available at <https://viennabusinessagency.at/>.
- 2.3. Participation in the workshops and the use of the coaching services to the extent specified in point 3 is free of charge and voluntary. Costs and expenses the participant incurs while participating in the workshops or making use of the coaching services will not be reimbursed by the Business Agency.
- 2.4. Participants have no legal claim to participate in the workshops or use coaching services. 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 or the use of coaching services.
- 2.5. The right to participate in a workshop or to use coaching services cannot be transferred to third parties.

3. Scope of workshops and coaching services

- 3.1. A participant can attend no more than ten workshops in a calendar year.
- 3.2. Each participant can take the following maximum number of coaching units (CU) of 60 minutes each:
 - Basic coaching: max 4 CU
 - Coaching for the creative industries: max 4 CU
 - Coaching for technology sectors: max 4 CU
 - Expansion coaching: max 10 CU
 - Growth coaching: max 7 CU

3.3. The first coaching unit must take place within two months of being admitted to the coaching sessions (assignment), otherwise admission will be withdrawn. The number of coaching units mentioned under 3.2 can be used within six months of starting the first coaching unit at the latest.

4. Registration

4.1. Registration for workshops or coaching services is only possible according to the rules laid down for each workshop or coaching service. Workshop registration must always be done via <https://viennabusinessagency.at/>. In reasonable exceptional cases, phone or email registration is permitted. Inquiries for a coaching service must be addressed to the contact persons listed on <https://viennabusinessagency.at/>. The employees of the Business Agency will assign a participant to a coach. 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 or to admit participants to coaching services. 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 and coaching services

5.1. The Business Agency has the unrestricted right to change the way workshops and coaching services 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 or coaching units. 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 or coaching services.

6. Withdrawal and unexcused absence

6.1. If a participant cannot attend (part of) a workshop or a coaching unit, he or she may withdraw from participating in the workshop or coaching unit 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. The cancellation of a session for a coaching service must always be directly sent to the respective coach by email. In reasonable exceptional cases, phone cancellation is permitted.

6.2. In the following cases, the participant will no longer be entitled to participate in (additional) workshops and to make use of (additional) coaching services in part or in whole:

- Repeated workshop or coaching unit withdrawal 2 days or less beforehand (except in reasonable exceptional cases such as illness) and/or repeated unexcused absence from a workshop or coaching unit already signed up for.
- Exclusion from a workshop or from a coaching unit (point 0)

7. Participating in workshops and using coaching services

7.1. Workshop and coaching unit participants are expected to behave respectfully, politely and appropriately towards trainers and coaches and other participants. The use of the premises in which the workshops or coaching units take place is at the participants' own risk.

- 7.2. In the following cases, the trainer or coach is entitled to exclude a participant from the workshop or coaching unit after issuing a warning.
- Behaviour that disturbs the course of the workshop or coaching unit (especially eating, drinking, telephoning, listening to music, making noise).
 - Behaviour that endangers the safety of the trainer/coach or other participants.
 - Violation of the house rules of the premises in which the workshop or coaching unit is taking place.
 - Behaviour that causes bodily injury, damage to the property or financial loss.
 - The consequences of being excluded from the workshop or the coaching unit according to point 6.2 are explicitly pointed out.
- 7.3. It is not permitted to bring children or animals to the workshops or coaching units.
- 7.4. The trainer or coach 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 or coaching unit.
- 7.5. Taking pictures or recording audio and video in workshops or coaching units 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/coaches 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, service confirmations for coaching**
- 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. The coaches keep a log of the coaching services. The participants are obligated to verifiably confirm the used coaching units.
- 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 and coaches carry out the workshops and coaching units independently. The Business Agency therefore assumes no warranty or liability whatsoever for the completeness, accuracy and timeliness of the contents of the workshops or coaching units. 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 or coaching units 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 workshops or coaching services.

10.2. The data provided by the participants will only be used, stored and processed so as to be able to handle the workshops or coaching services and only passed on for this purpose to persons entrusted with handling the workshops and coaching services (in particular the trainers or coaches).

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 and coaching service 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 supranational conflict of law rules.

Subject to sentence mistakes, printing errors and changes.