

**General Conditions of Participation (Version: December 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. 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” define the prerequisites and conditions for eligible participants to take part in the workshops.

2. Eligibility to participate

- 2.1. “Participants” are those persons who meet the criteria specified for the specific workshop and who have been admitted in writing by the Vienna Business Agency 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, Participants confirm that they are planning to establish a business in Vienna or have established a business in Vienna within the last five years.
- 2.4. Participation in the workshops within the scope specified in section 3 is free of charge and voluntary. The Vienna Business Agency will not reimburse Participants for any costs or expenses incurred while participating in the workshops.
- 2.5. Participants have no legal claim to participate in the workshops. In particular, the Vienna Business Agency is entitled to revoke Participants’ eligibility (especially those who are not part of the core target group) at any time and without providing a reason, and to change the criteria for participation in the workshops.
- 2.6. The right to participate in a workshop cannot be transferred to third parties.
- 2.7. 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 are not eligible to participate. This also applies to people who offer training or coaching in the respective subject area (e.g. marketing). Business consultants are eligible until they establish their own business.

3. Scope of workshops

- 3.1. Participants can attend a maximum of 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. As a general rule, please always go to viennabusinessagency.at to register for a workshop. Registration by telephone or email is accepted in special, justified cases. Participants’ registrations are always binding.
- 4.2. Registrations will be considered on a first-come, first-served basis. Each workshop will have a minimum and maximum number of participants. The Vienna Business Agency is under no obligation to accept registrations or to conduct workshops. In particular, the Vienna Business Agency reserves the right to cancel workshops that do not reach the minimum number of participants.

5. Cancellations and changes to workshops

- 5.1. The Vienna Business Agency reserves the unrestricted right to change the organisation and/or content of the workshops.
- 5.2. Participants will be duly notified of any cancellations or changes to workshops in a suitable format. Participants will not be reimbursed for any expenses or costs of any kind (e.g. travel expenses, loss of time) resulting from cancellations or changes to workshops.

6. Cancellations and unexcused absences

- 6.1. Participants who are unable to attend a (part of a) workshop can cancel up to two days before the scheduled date of the workshop. As a general rule, please always go to viennabusinessagency.at to cancel your participation. Cancellations by telephone or email are accepted in special, justified cases.
- 6.2. Participants’ eligibility to participate in (further) workshops will be revoked wholly or in part in the following cases:
 - Repeated cancellations less than two days before the workshop begins (except in special cases such as illness) and/or repeated unexcused absences from workshops for which they have registered
 - Exclusion from a workshop (section 7.2)

7. Workshop participation

- 7.1. Workshop Participants are expected to behave in a respectful, polite and orderly manner towards Trainers and other Participants. The use of the premises in which the workshops are held is at Participants’ own risk.
- 7.2. Trainers are entitled to exclude Participants from the workshop after issuing a warning in the following cases:
 - Disruptive behaviour (especially eating, drinking, talking on the phone, listening to music, making noise)
 - Behaviour that endangers the safety of Trainers

- and/or other Participants
- Violation of the house rules of the premises where the workshop is being held
- Behaviour that causes personal injury, property damage or financial loss

Explicit reference is made to the consequences of exclusion from the workshop in accordance with section 6.2.

- 7.3. Children and animals are not permitted to attend the workshops.
- 7.4. Trainers and employees of the Vienna Business Agency are authorised to give instructions to Participants for the duration and within the framework of the workshop.
- 7.5. It is strictly forbidden to capture images, videos or audio recordings of workshops and to use or distribute them in any way, especially using mobile phones, dictaphones, cameras or similar devices.
- 7.6. The documents provided by the Vienna Business Agency or Trainers may not be reproduced, distributed, offered for sale, made available to the public or brought into circulation.
- 7.7. The Vienna Business Agency accepts no liability for personal belongings, including valuables, or for teaching materials provided by Participants.

8. Participant lists and contact lists for workshops

- 8.1. Trainers keep lists of Participants for each workshop. Participants are required to sign the participant lists at the beginning of the workshop.
- 8.2. Participants who wish to get in touch with other participants in the course of the workshop may enter their details in the contact lists, which are also kept by the Trainers. By entering their name in the contact list, Participants expressly agree that the contact list, including the data provided, may be passed on to the other Participants. The contact list will only be handed out to those Participants who have also entered their details in the list.

9. Liability

- 9.1. Trainers are responsible for conducting the workshops. The Vienna Business Agency therefore accepts no responsibility or liability that the contents of the workshops are complete, correct or up to date. In particular, any liability for loss of profit or financial or consequential damages arising from the application or use of the content, information or knowledge acquired from the workshops is expressly excluded.
- 9.2. Liability of the Vienna Business Agency and its employees, contractors or other vicarious agents for material or financial damage to Participants in cases of slight negligence is excluded. This applies irrespective of whether the damage is direct or indirect, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, culpa in contrahendo, or defective or incomplete performance. The injured party must prove the existence of gross negligence or intent. Insofar as the liability of the Vienna Business Agency is excluded or limited, this also applies to the personal liability of its staff and employees.

- 9.3. Participants are liable for any damage (in particular soiling, physical damage, etc.) caused by them in accordance with the legal provisions.

10. Data protection

- 10.1. Participants consent to the collection, storage, processing and use of their personal data (in particular first and last name, email address, postal address, telephone number and date of birth) by the Vienna Business Agency for the purpose and duration of the workshops.
- 10.2. Data provided by Participants will only be used, stored or processed for the purpose of providing the workshops and will only be shared with the persons entrusted with providing the workshops (in particular Trainers) for this purpose.
- 10.3. By participating, Participants consent to the publication of photos taken at the event for the purpose of illustrating the activities of the Vienna Business Agency on the Agency's website, on its social media channels and in printed publications.

11. Miscellaneous

- 11.1. The Vienna 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 format, e.g. by posting them online on <https://viennabusinessagency.at/> or via email. The Vienna Business Agency always communicates with Participants in German.
- 11.2. The Vienna Business Agency reserves the right to change, revoke, discontinue or terminate the workshop offer without prior notice and at any time without providing a reason. If this occurs, Participants are not entitled to any claims against the Vienna Business Agency.
- 11.3. Should any provision of these General Terms and Conditions of Participation be invalid, the validity of the remaining General Terms and Conditions of Participation shall not be affected.
- 11.4. These General Terms and Conditions of Participation and the entire legal relationship between Participants and the organiser shall be governed exclusively by Austrian law, to the exclusion of national and supranational conflict-of-law rules.
- 11.5. It is agreed that these General Terms and Conditions of Participation shall be translated into English. However, only the German version shall be legally binding.

General information in response to 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 our events. Please pay attention to the latest guidelines as displayed at the event venue. Please do not attend the workshop if you have any respiratory ailments or symptoms of illness, if you have been in contact with people who have Covid-19 or if you have suspected cases in your immediate environment. Please provide us with your name, telephone number and email address no

later than 48 hours before the start of the event to enable us to best fulfil our reporting obligations to the health authorities in the event of a suspected and/or confirmed case of Covid-19 in connection with the event you are attending. If you do not provide this information within the requested time frame, you will not be allowed to attend. The data will be stored for 28 days from the end of the event and will be shared with the health authorities upon request. This data will be processed to protect legitimate interests such as health protection in accordance with Article 6(1)(f) of the EU-GDPR.

The Vienna Business Agency accepts no liability for changes, typographical errors or printing errors