

Silicon Valley Inspiration Tours

General Terms and Conditions



Active from 01.01.2015

General Terms and Conditions for Participation in a Series of Information Events („Silicon Valley Inspiration Tour“) by the innovationagency network („IACy“)

1. Organizer, unless specifically indicated otherwise, shall be Nikolaus Ernst, Stockwiesenweg 14, A-1170 Wien, Austria.

2. Applications must be made in writing using the application form provided by IACy by the deadline set out in the description of the respective Silicon Valley Inspiration Tour.

Belated applications may be considered in individual cases. The receipt of application shall be acknowledged in writing. The allocation of places on a Tour proceeds subject to the chronological order of the arrival of applications.

3. The invoice total shall be payable by the payment deadline stated on the invoice, at any rate before commencement of the Tour, to be made in full und free of IACy's expense into the account designated on the invoice. Payments shall only be considered made upon receipt of payment. Upon receipt of due payment the respective Tour place shall be reserved. In case of delayed payment we may pass on the booked Tor place to persons on the waiting list. Should a Tour be already fully booked, you shall be put on the waiting list and will be immediately informes as soon as a Tour place becomes available. The offsetting of a participant's existing or potential claims against the Organizer or their agents shall be invalid, as well as their assignment/cession to any third party.

The Participation Fee covers: Transportation to- and from the individual events during the Tour, arrangement of appointments and events, entrance fees, as well as fees of speakers and contributors. Travel expenses and the costs of accommodation and substistence are not covered by the Participation Fee and shall therefore be borne by the Participant himself.

4. In case a Participant rescinds before or on commencement of the Tour, the Participation Fee shall be due in full. Cancellation of application free of charge shall be posible until 3 weeks before commencement of the Tour and has to be made in writing. Should a Participant prematurely terminate the Tour for reasons IACy is not liable for, no part of the Participation Fee shall be refundable. In any of the cases, Participant shall be entitled to nominate a substitute Participant in his place.

5. IACy reserves the right, to cancel, respectively, postpone, a Tour in case of inability or indisposition of the Tour-Host or because of insufficient participant numbers. In such an event you will be notified of cancellation or Tour modifications in writing via e-mail or, as the case may be, via telephone or in other form. The basis for such communication shall be the data submitted by you in the course of your application. In the event of cancellation of a Tour we shall refund any Participation Fees already paid to an account indicated by you. Any and all claims over and beyond this, in particular, but without limitation, claims for compensation for damages, shall be explicitly excluded.

6. The Organizer reserves the right to make alterations (even and also on short notice) to the originally announced Tour program, including, without limitation, events, event venues, event dates, speakers, contributors, etc. IACy will nevertheless seek to replace events, speakers, contributors, etc, with persons or events of equal value with respect to the topic as the originally intended ones. Any and all claims over

and beyond this, in particular, but without limitation, claims for compensation for damages, shall be explicitly excluded.



7. The Organizer and his agents are entitled at all times to exclude and/or expel Participants endangering personal security of the Organizer, his agents, speakers, contributors, or participants, or the learning success of the latter, respectively, disrupt an event. In any such case, a refund of Participation Fees is explicitly excluded. It lies in Organizer's sole discretion, whether the expelled Participant may take part in another Tour (respectively, Tour event) at a later Point in time.

8. Participation in a Tour (respectively, in a Tour event) is at Participant's own risk. With your application you declare to be of sufficient mental capacity and able to take care of your physical and mental health independently. Organizer shall not be liable for loss and/or damage of clothes, valuables and other objects brought along by the Participant to an event. Organizer shall further not be liable for any personal injury and/or damage to property and/or consequential damages. No guarantee or liability claims against the Organizer, his agents, speakers, and contributors shall arise from the application of the knowledge and/or skills acquired through participation in the Tour or from any Tour event. However, any liability shall be limited to the net amount of the Participation Fee. Any reversal of the burden of proof, i.e., Organizer's obligation to prove his innocence with respect to any alleged fault or damage, shall be explicitly excluded. Unless otherwise agreed to explicitly and in writing, Organizer shall not be liable for any consequential damages, lost profits, or, as applicable, failed or unsuccessful implementation of information or skills obtained from a Tour event. Further, Organizer's and his agents', speakers' and contributors' liability for (slight and gross) negligence is expressly excluded. By no means the Organizer undertakes any form of guarantee of success or liability for success. You are advised to disclose on our asking any issues regarding your health and to indicate if any problems may arise in connection with carrying out physical exercises or the participation in events with physical activity.

9. The personal data provided by you will be recorded and processed by means of electronic data processing under observation of the Austrian Data Protection Act. No transfer of data to third parties shall be made. Unless otherwise indicated by our contractual partner, Organizer shall be entitled to use the data for information and advertising purposes.

10. The contractual relationship shall be subject to substantial Austrian law, respectively, the law of the country, in which we act as Organizer. For consumers as defined by the Austrian Consumer Protection Act the respective mandatory provisions shall be applicable. Any personal terms put down herein in their male form only shall refer to women and men equally. Place of performance and legal venue for any and all claims and/or legal disputes arising from the business relationship governed hereunder shall be Organizer's legal domicile in Vienna, Austria.