

Registration Form

Please return via E-Mail:

markus.marek@smbs.at



Program	CEO Masterclass “Transaction Based Growth Management” Program Folder/Details
Program Start	<input type="checkbox"/> 17 th of October 2024

Contractual Partner 1

SMBS - University of Salzburg Business School, GmbH

Contractual Partner 2 (Participant)

First Name, Last Name	
-----------------------	--

Additional Contractual Partner (Only in case of cost transfer by company)

Company	
---------	--

Personal Details

Academic Degree	
First Name, Last Name	
Date of Birth	

Contact Details

	<u>Company</u> (In case of cost transfer)	<u>Private</u>
Street, No.		
Postal Code, City		
Country		
Phone		
Communication E-Mail Address		
Billing E-Mail Address		

Company Details

Organisation/Company	Position/Role	Since

May we include you in our list of references?

Name	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Company	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Billing Address

Private Address	<input type="checkbox"/>
Company Address	<input type="checkbox"/>

Registration

Registration is only possible for the entire course and is considered binding. The total course fee for the entire certificate course is € 3,490.00. The total price includes course documents (provided in electronic form via E-Campus) but excludes travel expenses, accommodation, and meals. Invoices will be issued at the start of the course (non-genuine VAT exemption according to § 6 para. 1 no. 11 lit a UStG 1994).

Enrolment is subject to the General Terms and Conditions of SMBS - University of Salzburg Business School GmbH as amended from time to time. With your signature you confirm that you have read the General Terms and Conditions of SMBS - University of Salzburg Business School and accept them in full. The terms and conditions can also be viewed at any time at <http://www.smbs.at/business-school/business-school/agbs.html>.

The signed registration also constitutes a declaration of consent that images and film material created during the course or an SMBS event may be published for marketing purposes. At the same time, the right to use all video recordings is waived.

With my signature (and the signature of an authorised signatory of the company in the case of assumption of costs), I hereby bindingly register for the above-mentioned SMBS study programme.

I confirm that I have read and accepted the General Terms and Conditions and that the information I have provided is correct.

It is expressly agreed that the place of fulfilment and jurisdiction is Salzburg, and that Austrian law shall apply.

Place, Date:

Contractual Partner 2 (Participant)	Additional Contractual Partner (In case of cost transfer by company)
Signature/Stamp	

General Terms and Conditions

for participation in study programs and events of the SMBS

(as of March 31, 2024)

All legal transactions between SMBS – University of Salzburg Business School GmbH, Sigmund-Haffner-Gasse 18, 5020 Salzburg (hereinafter referred to as SMBS) and its contractual partners are subject to the general terms and conditions of SMBS in their respective valid version. The rights and obligations of the contracting parties regarding individual study programs and other events are determined more precisely by the content of any program or event information or other communications provided by SMBS. In addition, the academic regulations of the University of Salzburg apply. The contractual partners of SMBS undertake to handle personal data in compliance with the GDPR.

I. Registration, Admission Procedure, and Conclusion of Contract

The application (registration), which is binding for the entire course, is made in writing using the application form provided by SMBS and, if applicable, is examined according to the admission requirements of the respective continuing education program (e.g., completed Austrian or equivalent degree, proof of good language skills, completion of an interview). Registration is deemed binding upon signature. Unless otherwise stated in the program information, registrations will be considered in the order they are received. Doctoral and master's programs and other university courses have a limited number of places. According to the study regulations, SMBS (or the respective academic director) is responsible and obliged to assess not only the fulfillment of formal admission requirements but also the personal and professional suitability of the applicants.

However, SMBS shall not be liable to the applicant and third parties, on whose behalf and/or at whose expense the applicant attends the course, for any lack of suitability not identified by SMBS during the assessment, except in cases of gross negligence. In particular, SMBS is not obliged to verify the accuracy of statements made or documents submitted during the application process.

SMBS reserves the right (or the respective academic director) to select applicants based on their qualifications if the number of applications exceeds the available places or if the didactically appropriate balance of participants requires it. After a positive review of the admission criteria and, if applicable, successful participation in an assessment or successful participation in a hearing in the Pathway-to-PhD program, the applicant is admitted by SMBS through written "confirmation of a study place" (admission confirmation).

By submitting the application, consent is given to the automated processing of the participant's data. Furthermore, upon being awarded a study place, the participant agrees that their name, telephone and email data, as well as other relevant data for the administration of the study and to facilitate internal communication, will be transmitted to fellow students, lecturers, persons entrusted with the organization of the training operation, those cooperation partners of SMBS participating in the study booked by the participant, FIBAA as the accreditation body, and to the "SMBS-Alumni" graduates' club. Generally, all personal data of participants are treated strictly confidentially and not disclosed to third parties (except as mentioned above). Our DVR number is 21092603.

Furthermore, the legally prescribed regulations and measures, as well as any requirements and measures by the Paris Lodron University of Salzburg (PLUS) in connection with pandemics (e.g., COVID-19), apply. It is expressly stated that no cancellation or demand for a replacement event can be made if SMBS is ready to provide the service, but the participant decides not to avail themselves of these services for personal reasons/decisions; therefore, if, for example, official measures or measures by PLUS are ordered for the use of SMBS services (e.g., obligation to present a negative test certificate, a vaccination certificate, etc.) and if the participant cannot or does not want to provide these certificates, no claim for cancellation or replacement event can be made.

It is further noted that compliance with the respectively prescribed COVID-19 or other protective measures to contain a pandemic is solely the responsibility of the participant. If the participant is unable or unwilling to comply with officially prescribed measures, their participation is not permitted, and no claim for (partial) reimbursement or replacement event can be made.

II. Total Price and Services

Registration is valid for **the entire course** and is **considered binding**. Upon notification of the admission of the applicant, an administrative fee – amounting to **€150 for EMBA and master's studies, €450 for doctoral studies, or €75 for other university courses** – becomes due for payment, which will be credited towards the total price. The payment of the total price is generally due within 14 days, calculated from the date of invoicing, without deduction.

Course fees, examination fees, and fees for additional services do not include value-added tax, as SMBS is exempt from value-added tax according to § 6 para 1 Z 11 lit a UStG 94 as an adult education institution. If a discount is granted – only from the course fee excluding examination fee and not from the fee for additional services – this will be noted on the respective registration forms. Non-attendance of individual course hours or event components does not entitle to a reduction of the invoice amount.

EMBA and MASTER study programs: If not all subjects prescribed in the study plan (including master thesis and final presentation) have been successfully completed after the agreed study

duration (MBA 4 semesters/MASTER 4 semesters), SMBS will charge an administration fee of €490.00 for each additional semester.

EMBA Upgrades: If not all subjects prescribed in the study plan (including master thesis and final presentation) have been successfully completed after the agreed study duration (2 semesters), SMBS will charge an administration fee of €490.00 for each additional semester.

Pathway-to-PhD program: If not all subjects prescribed in the study plan have been successfully completed after the agreed study duration (4 semesters) or if the quality of the performance is not yet transferable, SMBS will charge an administration fee of €590.00 for each additional semester.

Other university courses: If not all subjects prescribed in the study plan (including project work and final presentation) have been successfully completed after the agreed study duration (2 semesters), SMBS will charge an administration fee of €245.00 for each additional semester.

The total price includes study materials to a reasonable extent. The study materials will be provided to the students electronically. The extracurricular program and refreshments (i.e., natural products or refreshment vouchers) constitute voluntary additional services of SMBS. Not included in the fee are travel, accommodation, and meal costs of the participants as well as other expenses. Information exchange between SMBS, lecturers, and participants largely occurs via email. The participant agrees to maintain an email account for the duration of the study program to receive information, invoices, documents, etc., and to check emails regularly. SMBS is not liable for damages or expenses incurred by the participant due to failure to retrieve information. If the participant is unable to maintain such an account, it is their responsibility to obtain this information through other means.

III. Cancellation Conditions

III.1. EMBA study programs (including EMBA upgrades), MASTER study programs, doctoral studies, and other university courses

A withdrawal from registration (cancellation) can only be made in writing (by registered mail).

It is possible for participants to withdraw up to 8 weeks before the start of the respective study program without having to pay the total price, except for the administrative fee of €150 (all except PhD) or €450 (PhD). In case of withdrawal (in writing) later than 8 weeks before the start of the study, a cancellation fee of 40% of the course fee must be paid or credited for one year. After the start of the study, no cancellation is possible. An exception to this is if a substitute participant who meets the corresponding admission criteria – subject to SMBS's selection authority – takes up this study place and the payments have been made in full. Up to this point, the withdrawing participant is jointly liable with the

substitute. For entrepreneurs, the exclusion of any judicial moderation rights for cancellation and other fees/contractual penalties or a waiver thereof is deemed agreed.

III.2. Other Events

Cancellation of registration is possible for participants up to 21 days before the start of the event without having to pay a course fee. In case of cancellation of registration up to 7 days before the start of the event, 100% of the course fee must be paid. In case of cancellations at a later date, the total price will be invoiced if the reasons for withdrawal are within the sphere of the participant.

III.3. General

Cancellations are only effective if made in writing; the date of receipt by SMBS is decisive for compliance with the deadline. SMBS reserves the right to cancel a study, a course, or a seminar, especially due to failure to reach the minimum number of participants. If such a cancellation occurs up to eight days before the start of the study/course/seminar, participants have no claims for damages or other compensation. In the event of cancellation within eight days before the start, SMBS is liable – to the exclusion of all other claims – for travel and accommodation costs demonstrably incurred by participants, but such compensation is excluded for cases of force majeure or slight negligence. Already paid participation fees will be refunded without deductions by SMBS in such cases. Illness of speakers is always considered force majeure.

III.4. Distance Selling

If the participant is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG) and the contract was concluded exclusively using one or more means of distance communication within the meaning of § 5a KSchG, a right of withdrawal exists within a period of 14 working days (Monday to Friday) from the day of conclusion of the contract. It is sufficient if the withdrawal is sent within the deadline.

III.5. Termination

The entire booked study/course represents a fundamentally indivisible unit, which is only meaningful if completed in full. Furthermore, it is also necessary for SMBS to maintain the total number of participants throughout the entire duration of the study/course in order to ensure the necessary interactions between participants, group work, etc. SMBS is entitled to the full total price from the start of the study/course, regardless of whether the participant attends the course or not. Termination of the contract by the participant is permissible in writing and by registered mail (date of postmark) no later than 6 weeks before the end of the respective winter semester (February 28). Upon termination becoming effective, the participant loses the right to the services promised by SMBS.

IV. Changes to Services

The service program of the studies, courses, and other events is planned long-term and subject to continuous quality control. Ensuring quality requires continuous adjustments. For this reason, SMBS reserves the right to further develop the study plan and to make changes regarding event contents, days, locations (presence and/or online), and dates as well as speakers. Such adaptations and any short-term changes do not entitle the participant to withdraw from the contract or to reduce the total price or to claim damages.

V. Exclusion from Participation

To ensure the achievement of the event objectives, SMBS is entitled to exclude participants from studies, courses, or seminars for important reasons (e.g., unexcused absence, willful disruption of the event, default of payment despite reminder and grace period of 14 days).

VI. Liability for Items

In the event of theft, loss, or damage to items brought to the events, especially valuables such as laptops, SMBS assumes no liability. Any misuse of software or hardware provided as part of a device-bound study/course/seminar may lead to claims for damages by SMBS or third parties.

VII. Data Protection

SMBS operates in compliance with the GDPR.

VIII. Miscellaneous

Changes of the participant's name, address, and billing address must be reported to SMBS immediately in writing. If no change notification is made, correspondence is considered received by the participant if it was sent to the last known address or billing address. Participants undertake to cooperate in information surveys in connection with the accreditation of a study program.

IX. Jurisdiction and Effectiveness

These General Terms and Conditions enter into force on March 31, 2024, and replace the General Terms and Conditions in their previous version. The exclusive place of jurisdiction for all disputes arising from contracts concluded between SMBS and its contractual partners is Salzburg. In the event of the invalidity of individual clauses of these conditions, the validity of the remaining provisions remains unaffected. In place of any invalid clause, a clause that economically comes closest to it shall be deemed agreed upon. Austrian law applies.