

Program	CEO Masterclass "Transaction Based Growth Management"
Program Start	20 th of March 2025

Contractual Partner 1

SMBS - University of Salzburg Business School, GmbH

Contractual Partner 2 (Participant)

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irst Name, Last Name				

Additional Contractual Partner 2

(Only in case of cost transfer by comp	any)
Company	

Personal Details

Academic Degree	
First Name	
Last Name	
Date of Birth (dd.mm.yyyy)	

Contact Details		
	Company (in case of cost transfer)	Private
Company		
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	Yes	No
Company	Yes	No

Billing Address Private Address Company Address

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 transfer by company)	

Signature/Stamp

General Terms and Conditions

for participation in study programs and events of the SMBS

(as of January 24, 2025)

All legal transactions between SMBS – University of Salzburg Business School GmbH, Sigmund-Haffner-Gasse 18, 5020 Salzburg (hereinafter referred to as "SMBS") and its contracting parties are subject to the General Terms and Conditions of SMBS in their respective valid version. Regarding individual study programs and other events, the rights and obligations of the contracting parties are further defined by the content of program or event information and other communications from SMBS. Additionally, the study regulations of the University of Salzburg apply. The contracting parties of SMBS commit to handling 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, must be submitted in writing using the application form provided by SMBS and, if applicable, will be reviewed according to the admission requirements of the respective continuing education program (e.g., completed Austrian or equivalent degree, proof of good foreign language skills, completion of an application interview). The application is considered binding upon signature. Unless otherwise noted in the program information, applications will be considered in the order they are received.

Doctoral and Master's study programs, as well as other university courses, have a limited number of study places. According to the study regulations, SMBS (or the respective program management) has the task and obligation to assess not only the fulfillment of formal admission requirements but also the personal and professional suitability of applicants.

Liability Disclaimer

SMBS assumes no liability towards the applicant or any third party on whose behalf and/or at whose expense the applicant is attending the course if SMBS fails to identify a lack of suitability during the review process—except in cases of gross negligence. In particular, SMBS is not obligated to verify the truthfulness of statements made during the application process or of the submitted documents.

Selection Process

SMBS (or the program management) reserves the right to select applicants based on their qualifications if the number of applications exceeds the available participant places or if the didactic balance of participants requires it.

After the successful review of admission criteria and, if necessary, the successful participation in an assessment (Master's program), admission interview (Bachelor's

program), or hearing in the Pathway-to-PhD program, the applicant is admitted through the written "Admission Confirmation" from SMBS.

Consent to Data Processing

By applying, the participant consents to the automated processing of their data. Furthermore, the participant agrees, upon being granted a study place, that their name, telephone number, email address, and other relevant data will be shared for study administration and internal communication purposes with:

- Fellow students,
- Lecturers,
- Persons responsible for organizing the training program,
- SMBS cooperation partners involved in the study program booked by the participant,
- FIBAA as the accreditation agency, and
- The SMBS Alumni Club.

In principle, all personal information of participants is treated strictly confidentially and is not shared with third parties (except for the entities mentioned above). Our Data Processing Register (DVR) number is 21092603.

Official Regulations and Pandemic Measures

The officially prescribed regulations and measures as well as any requirements and measures issued by Paris Lodron University of Salzburg (PLUS) in connection with pandemics (e.g., COVID-19) apply.

It is explicitly stated that no cancellation or claim for a substitute event can be made if SMBS is ready to provide its services, but the participant does not use these services due to personal considerations/decisions.

Thus, if official measures or PLUS regulations are mandated for participation in SMBS services (e.g., the obligation to present a negative test result, a vaccination certificate, etc.) and the participant is unable or unwilling to provide such proof, no right to cancellation or a substitute event can be claimed.

Furthermore, it is noted that compliance with the officially prescribed COVID-19 or other protective measures to contain a pandemic is the sole responsibility of the participant.

If the participant is unable or unwilling to comply with officially prescribed measures, they may not attend and cannot claim a (partial) refund or substitute event.

II. Total Price and Services

Registration applies to the entire course and is considered binding. Upon notification of acceptance, a **processing fee** becomes due:

- €150 for EMBA, Master's, and Bachelor's programs,
- €450 for Doctoral programs, and
- €75 for other university courses.

This fee is credited toward the total price. The full payment is generally due **within 14 days** from the date of invoicing, without deductions.

The **course fee, examination fee, and additional service contributions** do not include VAT, as SMBS is exempt from VAT under § 6 Abs 1 Z 11 lit a UStG 94 as an adult education institution. If a **discount** is granted (applicable only to the course fee, excluding the examination fee and additional service contributions), this is noted on the respective registration forms. **Non-attendance of individual course sessions or event components does not entitle the participant to a reduction in the invoice amount.**

Administrative Fees for Extended Study Duration

If students fail to complete all required coursework within the agreed study period, the following administrative fees apply per additional semester:

- EMBA and MASTER Programs (4 semesters) €550 per additional semester for incomplete coursework, including Master's Thesis and final presentation.
- EMBA Upgrades (2 semesters) €550 per additional semester for incomplete coursework, including Master's Thesis and final presentation.
- **Pathway-to-PhD Program (4 semesters)** €650 per additional semester for incomplete coursework or if the quality of work is not yet transferable.
- **Bachelor's Programs (7 semesters)** €490 per additional semester for incomplete coursework, including Bachelor's Thesis and final presentation.
- Other University Courses (2 semesters) €300 per additional semester for incomplete coursework, including project work and final presentation.

The total program fee includes **study materials** in the usual scope, which are provided electronically. The **framework program and break refreshments** (e.g., snacks or meal vouchers) are voluntary additional services offered by SMBS.

The **program fee does not cover** participants' travel, accommodation, and meal expenses, nor any other personal costs.

Communication between SMBS, lecturers, and participants primarily takes place via email. The participant agrees to maintain an email account throughout the study program to receive information, invoices, documents, etc., and to check emails regularly. SMBS is not liable for any damages or costs incurred due to unread **emails.** If maintaining an email account is not possible, it is the participant's responsibility to obtain this information by other means.

III. Cancellation Conditions

III.1. EMBA Study Programs (including EMBA Upgrades), MASTER Study Programs, Bachelor Study Programs, Doctoral Studies, and Other University Courses

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

Participants may withdraw up to **8 weeks before the start** of the respective study program without having to pay the total price, except for a **processing fee** of €150 (for all programs except PhD) or €450 (for PhD programs).

If the withdrawal (in writing) occurs **later than 8 weeks before the start of the program**, 40% of the course fee must be paid as a cancellation fee or will be credited for one year. **No cancellation is possible after the program has started.**

An exception applies if a **substitute participant** who meets the admission criteria takes the study place, subject to SMBS's selection authority, and the payments are fully made. Until this point, the withdrawing participant remains jointly liable with the substitute for the full amount.

For business customers, any judicial right to reduce cancellation or other fees/contract penalties is waived and considered excluded.

III.2. Other Events in Austria – including Executive Workshops

Participants may cancel their registration up to 21 days before the start of the event without being required to pay the course fee. If the registration is canceled up to 7 days before the start of the event, 80% of the course fee must be paid. For cancellations at a later date, the full course fee will be charged, provided that the reasons for the withdrawal lie within the participant's sphere of responsibility.

III.3. Other Events Abroad – including Executive Workshops

Participants may cancel their registration up to 90 days before the start of the event without being required to pay the course fee. If the registration is canceled up to 60 days before the start of the event, 80% of the course fee must be paid. For cancellations at a later date, the full course fee will be charged, provided that the reasons for the withdrawal lie within the participant's sphere of responsibility.

III.4. Inhouse Programs

Participants may cancel their registration up to 90 days before the start of the event without being required to pay the course fee. If the registration is canceled up to 60 days before the start of the event, 80% of the course fee must be paid. For cancellations at a

later date, the full course fee will be charged, provided that the reasons for the withdrawal lie within the participant's sphere of responsibility.

III.5. General Conditions

Cancellations are only valid if made in writing; the decisive factor for meeting the deadline is the date of receipt by SMBS. SMBS reserves the right to cancel a study program, course, or seminar, particularly if the minimum number of participants is not reached. If such a cancellation occurs up to eight days before the start of the study program/course/seminar, participants shall have no claims for damages or any other compensation.

In the event of a cancellation within eight days before the start, SMBS shall be liable excluding all other claims—for travel and accommodation costs demonstrably incurred by participants. However, such compensation is excluded in cases of force majeure or slight negligence. In such cases, participation fees already paid will be fully refunded by SMBS. The illness of lecturers is in any case considered force majeure.

III.6. Distance Selling

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

III.7. Termination

The entire booked study program/course constitutes an essentially indivisible unit that is only meaningful when completed in full. Moreover, it is necessary for SMBS to maintain the full number of participants throughout the entire duration of the program to ensure the required interactions between participants, group work, etc. In any case, SMBS is entitled to the full program fee from the beginning of the program, regardless of whether the participant attends the course or not.

A termination of the contract by the participant must be submitted in writing and sent by registered mail (date of the postmark) no later than six weeks before the end of the respective winter semester (February 28). Upon the 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