General terms and conditions for participation in programs and events of the WU Executive Academy
(as of October 15, 2020)

I. General provisions
All legal transactions concerning participation in programs and events between the Vienna University of Economics and Business (WU), WU Executive Academy, Welthandelsplatz 1, Building EA, 1020 Vienna (Austria), and its contract partners are based on these General Terms and Conditions as amended. Programs and events referred to in these General Terms and Conditions mean all certificate programs, short programs, courses, and other events offered by the WU Executive Academy.

With regard to the individual programs and events, the rights and duties of the contracting parties are defined more precisely by any information on programs or events or any other notification by WU provided that such information or notification has been published in the WU Bulletin (Mitteilungsblatt) or on the websites of WU or of the WU Executive Academy. Study regulations pursuant to the Austrian Universities Act (Universitätsgesetz, UG) as amended, relevant curricula, the By-Laws of WU, or other published specifications, as amended, remain unaffected.

I.1. Academic programs
Hereinafter, “academic programs” mean all programs of the WU Executive Academy which serve the purpose of providing continuing education pursuant to § 51 (2) item 21 UG 2002 and which award an academic degree/title pursuant to § 58 UG 2002. This applies to all MBA and Master’s programs, the BBA program Diplom Betriebswirt and all certificate programs pursuant to § 58 (2) UG 2002.

I.2. Short programs
Hereinafter, “short programs” mean all programs offered by the WU Executive Academy that are not academic programs pursuant to item I.1. Short programs are specialized programs for which the WU Executive Academy awards certificates upon successful completion.

I.3. Programs and events for companies
General terms and conditions for programs and events the WU Executive Academy exclusively plans and organizes for companies are laid down in a separate agreement between the respective company and the WU Executive Academy.

II. Application and/or registration
Application and/or registration for participation in programs and events is to be made online using the form provided on the website of the WU Executive Academy. If no form is provided, interested parties can apply and/or register by sending an e-mail to the WU Executive Academy. Submitting an application and/or registration does not result in legal entitlement to participate in a program or event. Where applicable, the application and/or registration is assessed according to the admittance criteria of the respective program or event (e.g. completed Austrian or equivalent degree program, minimum number of years of professional experience, proof of good command of language of instruction, completion of an application interview).

For academic programs pursuant to item I.1., an administrative fee ("application fee") is to be paid at the time of application. The application fee does not count towards the participation fees and will not be refunded (with the exception of a withdrawal pursuant to item V.6.). The current amount of the application fee for the respective program is stated on the WU Executive Academy’s website.
III. Participation fees, services and place of fulfillment

III.1. Participation fees
Fees apply for the participation in the offered programs and events. The amount of these fees is stated on the website of the WU Executive Academy. Such fees are to be paid in accordance with the agreement between the WU Executive Academy and the participant. A detailed payment plan (“payment agreement”) is agreed for the payment of the participation fees. If the participant’s employer assumes any costs, the employer must also be included in the payment agreement.

III.2. Seat confirmation fee and contract conclusion for academic programs pursuant to item I.1.
For academic programs pursuant to item I.1., the applicant will be offered a seat in a program (“admission letter”) following the positive assessment of the application. The applicant accepts the spot in a program by written confirmation (“confirmation letter”). Upon accepting the spot in a program, the applicant must pay a confirmation fee (“seat confirmation fee”). The confirmation fee is payable within two weeks of receipt of the invoice and is fully counted towards the participation fees. The applicant will be admitted only after he or she has accepted the seat in a program by written confirmation and has paid the confirmation fee in due time.

In the case of a subsequent withdrawal or termination, the confirmation fee will be forfeited and will not be refunded (with the exception of a withdrawal pursuant to item V.6.).

III.3. Special provisions for scholarship holders
Scholarship holders agree to be available for any questions by interested parties and journalists. In addition, scholarship holders give their consent to the use of their statements and experience reports on the program and of their photo for marketing purposes.

III.4. Study documents and other services of the WU Executive Academy
Participation fees include study documents to the customary extent. The study documents are provided electronically to the participants where possible. These study documents are intended solely for personal use and may not be published, distributed, or passed on to third parties. Unless explicitly stated otherwise, textbooks are to be paid for separately by the participants, even if the textbooks are purchased from WU. Support programs and catering, if offered, are voluntary additional services provided by the WU Executive Academy. Participation fees do not include the participants’ travel, accommodation, food, and insurance costs and other expenses. Participants in academic programs pursuant to item I.1. are provided with a password-protected WU account. The use of the WU IT systems is governed by the current IT and IT-security directives and policies of WU, which are available on the website of the Vienna University of Economics and Business at https://www.wu.ac.at/en/it/security/policy.

III.5. Makeup of courses
In the case that not all credits required in the relevant curriculum have been acquired by the end of the participant’s current program cycle, the participant can acquire the missing credits in another program during the same program cycle or in one of the subsequent cycles. Taking courses is, however, only possible subject to the courses offered, the seats available, and prior registration. For every course to be completed outside a participant’s regular program cycle, the participant is charged a fee of € 200.00 per day.

III.6. Delay of graduation from academic programs pursuant to item I.1.
If, after completion of the participant’s regular program cycle, not all credits required in the relevant curriculum have been acquired, the participant will additionally be charged € 500.00 for each further semester.
If the program is not successfully completed within ten semesters from the start of the participant’s program cycle, the WU Executive Academy will discontinue the re-registration of the participant. In that case, the study program will be closed and the right to make up missing coursework (e.g. courses, exams, graduating theses) expires. The right to attend and complete courses and take exams also expires if the program or the courses and exams required in the original curriculum are no longer offered. In those events, participation fees already paid will not be refunded.

**III.7. Award of the academic degree/title/certificate**
The academic degree or title or certificate is awarded only after all courses have been successfully completed and (if required) the thesis has been positively assessed and after the participation fees and any other costs (e.g. fees for further semesters or courses completed outside the regular program cycle) have been paid in full. In addition, participants must have attended all courses and other events in connection with the relevant program to the extent required in each case.

**III.8. Place of fulfillment**
Unless stated otherwise in the relevant program or event information, the place of fulfillment is Vienna (Austria).

**IV. Communication with participants**
The WU Executive Academy and participants mostly communicate through e-mails and an online e-learning platform. If a participant is unable to have a valid e-mail account, it is solely the participant’s responsibility to obtain information in another manner.

Participants in academic programs pursuant to item I.1. receive their own WU e-mail address. Any communication on the part of the WU Executive Academy is sent to that WU e-mail address. Participants are obligated, for the duration of the program, to use this WU e-mail account so that study documents or other information can be sent and, for that purpose, to access the e-mails regularly or arrange for e-mails to be forwarded to another e-mail account. Except for cases of gross negligence on the part of the WU Executive Academy, the WU Executive Academy is, furthermore, not liable for damage or expenses that participants incur because they do not receive information sent in that manner.

**V. Withdrawal, termination and cancellation**

**V.1. General provisions**
Withdrawals are only effective if made in writing and are recommended to be sent in the form of a registered letter. For compliance with the deadline, the date of receipt by the WU Executive Academy is decisive. The two sentences above do not apply to withdrawals pursuant to item V.6. The entire program enrolled in represents an indivisible unit. Moreover, it is also necessary for the WU Executive Academy to maintain the total number of participants during the entire duration of the program in order to ensure the required interaction between the participants, group work, etc. For this reason, there is no right to ordinary termination. If, however, the participant is a consumer as defined by the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*), the consumer can terminate the contract for the first time at the end of the second year, subject to a six-month period, and subsequently at the end of each half-year, subject to the same period.

**V.2. Withdrawal from academic programs pursuant to item I.1.**
Participants may withdraw from an academic program no later than twelve weeks before its start without having to pay participation fees – but this does not apply to the application fee and the confirmation fee. If a participant submits a written withdrawal later than twelve weeks before the start of the program, 40% of the participation fees are to be paid as a
cancellation fee. The cancellation fee is not applicable if the person who has withdrawn
names a replacement participant and if that replacement participant meets the
corresponding admission requirements, subject to the ranking and selection authorization of
the WU Executive Academy (or the respective Academic Director of the program or the
Academic Director of a specialization), is admitted by the WU Executive Academy, and has
paid the participation fees in full. Until that time, the person who has withdrawn is liable for
the whole amount alongside the replacement participant.

If a participant withdraws after the start of the program, the participation fees are to be paid
in full. Admission of a replacement participant after the start of the program is not possible.

V.3. Withdrawal from short programs pursuant to item I.2.
Participants can withdraw from a short program no later than three weeks before its start
without having to pay a cancellation fee. If a participant submits a written withdrawal later
than three weeks before the start of the short program, 40% of the participation fees are to
be paid as a cancellation fee. If a participant withdraws in writing after the start of the short
program, the participation fees are to be paid in full as cancellation fee. The cancellation fee
is not applicable if the person who has withdrawn names a replacement participant and if
that replacement participant meets the corresponding admission requirements, is admitted
by the WU Executive Academy, and has paid the participation fees in full. Until that time,
the person who has withdrawn is liable for the whole amount alongside the replacement
participant.

V.4. Change of the Professional MBA specialization
In justified cases (e.g. career change to another industry), the Professional MBA
specialization can be changed until the end of the first semester. There is no legal
entitlement to such a change, which is, instead, at the discretion of the Academic Director of
the relevant specialization or the Dean of the WU Executive Academy. Differences in
participation fees will be charged or refunded, as the case may be. Scholarships and other
reductions of fees granted for a particular Professional MBA specialization cannot be
transferred to other Professional MBA specializations.

V.5. Cancellation by the WU Executive Academy
The WU Executive Academy reserves the right to cancel a program or an event for important
reasons, in particular due to the minimum number of participants not having been reached
or if the achievement of the continuing education goals cannot be ensured. If such a
cancellation is made no later than four weeks before the start of the program, participants
have no right to damages or other compensation. In the case of a cancellation within four
weeks before the start of academic programs pursuant to item I.1. or seven days before the
start of short programs pursuant to item I.2., the WU Executive Academy is liable for the
travel and accommodation costs of the participants or the clients that have been spent by
that time and cannot be cancelled. These rights to compensation do not apply to individual
courses within a program that are cancelled on short notice. In the case of cancellation by
the WU Executive Academy, the WU Executive Academy does not have to pay a cancellation
fee. Cancellation fees due to the written withdrawal of participants or clients remain
unaffected. In the case of cancellation by the WU Executive Academy, participation fees,
application fees, and confirmation fees that have already been paid will be refunded without
deductions.

V.6. Distance selling
If the participant is a consumer as defined by the Austrian Consumer Protection Act and the
contract was concluded exclusively by distance selling, the participant is entitled to withdraw
from the contract pursuant to the Austrian Distance and Off-Premises Contracts Act (Fern-
und Auswärtsgeschäfte-Gesetz, FAGG). Consumers can withdraw from a contract concluded
by distance selling within 14 days without stating a reason. The withdrawal period starts on
the day of the conclusion of the contract.

V.6.1. Contract withdrawal pursuant to the FAGG
To exercise their right of withdrawal, participants have to inform the WU Executive Academy
about their decision to withdraw from the contract by an unequivocal statement (e.g.
registered letter, fax, e-mail). For that purpose, the model withdrawal form provided on the
last page of these General Terms and Conditions may be used, but this is not obligatory. To
meet the withdrawal deadline, it is sufficient for participants to send the communication
concerning the exercise of the right of withdrawal before the withdrawal period has expired.

V.6.2. Consequences of a withdrawal pursuant to the FAGG
In the case of withdrawal, the WU Executive Academy reimburses participants for all
payments received from them without undue delay and in any event not later than 14 days
from the day on which the WU Executive Academy was informed about the withdrawal from
this contract. Such reimbursement is carried out using the same means of payment as was
used for the initial transaction unless the contracting parties have expressly agreed
otherwise. If a participant has requested that the performance of the contract begins before
the expiry of the withdrawal period, the participant must pay an adequate amount which is
in proportion to the services already provided by the WU Executive Academy until the
withdrawal in comparison with the total amount agreed in the contract.

VI. Payment terms, default, interest
Payment of participation fees is due within 14 days of receipt of the invoice (net cash
without deductions). Non-attendance at individual courses does not entitle participants to a
reduction of the participation fees. The WU Executive Academy issues invoices in euros. The
prices of the events that the WU Executive Academy itself offers, organizes, and invoices do
not include any value-added tax as the Vienna University of Economics and Business, as a
university, is exempt from value-added tax pursuant to § 6 (1) item 12 of the Austrian VAT
Act 1994 (Umsatzsteuergesetz 1994). Events that are offered together with cooperation
partners may include value-added tax. In the event of partial or complete default of
payment, a processing fee in the amount of € 40.00 is to be paid in addition to statutory
interest.

VII. Changes to services
The range of services of programs and events is subject to long-term planning and constant
quality monitoring. Securing consistently high quality requires continuous adjustments,
which is why the WU Executive Academy reserves the right to develop the curriculum or
program and make minor changes on short notice that do not change anything in the
character of the program or event (e.g. adjustments to the contents, places, dates, and
times of events as well as to lecturers, partners, class sizes, and any additional services).

The WU Executive Academy further reserves the right to carry out its programs and events,
completely or partially, through distance learning using electronic means of communication
if this should become necessary or advisable due to legal or administrative restrictions to
avoid and combat the spreading of epidemics (e.g. COVID-19), or due to recommendations
issued by the health authorities or the Federal Ministry of Education, Science and Research
to that effect. This applies especially if the minimum number of participants could not be
procured due to travel restrictions or if achievement of the continuing education goals could
not be ensured otherwise.

Such changes to services do not entitle the participant to withdraw from the contract, to
demand a reduction of the participation fees, or to claim damages.
VIII. Exclusion from participation
To ensure achievement of the continuing education goals, the WU Executive Academy is entitled to exclude participants from further participation in programs and events for important reasons (e.g. repeated, unexcused failure to attend, willful disruption of the course, serious default of payment). In that event, the right to attend and complete courses and the right to a refund of participation fees already paid expire.

IX. Liability
The WU Executive Academy does not assume any liability in the case of theft or loss of or damage to objects brought along to courses or other events, in particular valuables and motor vehicles, except for cases of intent and gross negligence on the part of the WU Executive Academy. Any misuse of software or hardware provided within the scope of a program or event can result in claims for damages and other compensation brought forward by the WU Executive Academy or third parties. Liability of the WU Executive Academy for damage in cases of force majeure and slight negligence is excluded with the exceptions of personal injuries and breaches of essential contractual duties.

X. Data protection, film and photo rights
The photos provided by the participants during the registration and/or application process are stored electronically and processed for the purpose of organizing the program or event (e.g. for the Students’ Guide, the Faculty Guide, the Students’ Yearbook, and in closed classes as part of the online e-learning platform). The processing is based on Art. 6 (1) (b) GDPR (performance of a contract). Participants grant the WU Executive Academy the right to produce photos as well as film and sound recordings in the course of their participation in programs or events of the WU Executive Academy and to publish them on the Internet as well as on other image and sound carriers that serve to inform about and to market programs and events offered by the WU Executive Academy. Participants do not have a claim to remuneration for these publications.

Further information on data protection at the WU Executive Academy and the rights of data subjects is laid down in the WU Executive Academy Privacy Policy.

XI. Miscellaneous
Participants must immediately notify the WU Executive Academy in writing as well as via the WU Online Services for Students of any changes of their names, addresses, and invoice addresses. If no notification of a change is made, correspondence is deemed to have been received by a participant if it was sent to the address or invoice address last made known.

XII. Place of jurisdiction and effectiveness
Austrian law applies, with the exclusion of its conflict-of-laws rules. The place of jurisdiction for all disputes arising from the legal transactions concluded between the WU Executive Academy and its contract partners is Vienna (Austria). For consumers, the statutory jurisdiction applies. For legal disputes arising from or in connection with the contractual relationship with participants whose place of residence or usual abode is in Austria at the time of conclusion of the contract, Austrian courts have international jurisdiction.

If individual or several of the above provisions are ineffective, the remaining provisions remain binding.

These General Terms and Conditions for participation in programs and events of the WU Executive Academy apply from October 15, 2020. The general terms and conditions in effect at the time the contract was entered into continue to apply to all legal transactions entered into before October 15, 2020.
Contact address:
WU Executive Academy
Vienna University of Economics and Business
Welthandelsplatz 1, Building EA
1020 Vienna (Austria)
T: +43-1-313 36-4816
F: +43-1-313 36-90790
E: executiveacademy@wu.ac.at
Model withdrawal form

(Complete and return this form only if you wish to withdraw from the contract.)

To

WU Executive Academy
Vienna University of Economics and Business
Welthandelsplatz 1, Building EA
1020 Vienna
AUSTRIA

Fax: +43-1-313 36-90790
E-mail: executiveacademy@wu.ac.at

I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract of provision of the following service:

Participation in the WU Executive Academy’s program/event (*) (please fill in details):

................................................................................................................................................

................................................................................................................................................

Ordered on

................................................................................................................................................

Name(s) of consumer(s)

................................................................................................................................................

Address(es) of consumer(s)

................................................................................................................................................

................................................................................................................................................

Signature(s) of consumer(s) (only if this form is notified in writing)

................................................................................................................................................

Date

................................................................................................................................................

(*) Delete as appropriate.