



# General Terms and Conditions for Participation

Last updated November 2024

## 1. APPLICABILITY AND ACCEPTANCE OF THESE TERMS, REGISTRATION, BINDING CONTRACT

1.1. Contracts for participation in ISCC Academy events (**Event**), such as trainings, webinars or other courses organised or offered by ISCC System GmbH (**Organiser**) shall be governed by the provisions of the online registration form, the invoice letter and the registration confirmation in conjunction with these General Terms and Conditions for Participation (**Terms**), regardless of whether participation in the Event occurs in person or virtually via video, web conferencing or e-learning tools/platforms.

1.2. By submitting the online registration form the registering person (**Participant**) submits a binding offer to conclude a contract for participation in the Event specified in the registration form and **accepts these Terms without modification** (subject to clause 1.5 below). Counter-confirmations by the Participant referring to own terms and conditions or terms and conditions of his organisation are hereby rejected and are null and void. By submitting the registration the Participant also acknowledges to have read and agrees to the **“Declaration of Consent for the Processing of Personal Data and Publication of Image and Film Material and Transfer and Granting of Image Rights“**. Without this valid consent to be photographed, filmed or recorded during the Event and to the use of these pictures, recordings or films by the Organiser in accordance with the aforementioned declaration, the Participant is not entitled to participate in the Event.

1.3. Registrations within 14 days prior to the start of the Event by Participants who, in concluding this contract, act as a consumer within the meaning of § 13 German Civil Code (i.e. act outside their trade, business or profession) (**Consumer**) require a separate declaration by Participants in order to be effective. In this declaration, Participants must expressly request that the Organiser shall begin with sending the materials for the Event (**Event Materials**) (e.g. training materials) and providing the service before the expiry of the withdrawal period and state that they will have to pay for receiving the Event Materials and any portion of the services received (even in case of a later withdrawal), and that they are aware to lose the right of withdrawal in the Event of the complete fulfilment of the contractual obligations by the Organiser.

1.4. A binding contract for participation between the Organiser and the Participant (each a **Party** and together **Parties**) will only be concluded upon confirmation of registration (by e-mail) of the registration by the Organiser. In case of paid-for Events and according to the provisions in the registration form, such confirmation may be subject to prior payment of the Participation Fee (see clause 2.1).

1.5. If the Participant registers for the Event on behalf of an entity, they agree to these Terms on behalf of that entity and its affiliates and represents that they have the authority to do so. In such case, these Terms shall also refer to and apply for that entity. If the Participant does not have such authority, or does not agree to any portion of these Terms, he shall refrain from registering for the Event.

1.6. If, prior to the Event, any changes occur regarding the information provided by the Participant in the registration form (e.g., a change of Participant's contact details or their employer, etc.), the Participant shall without undue delay update such information by e-mail to ISCC or by using the contact form on the ISCC website.

1.7. The Organiser shall be entitled to reject a registration for an Event at its sole discretion and without stating any reason.

## **2. FEES, PAYMENT, TICKETS**

2.1. If the Event is to be paid for, the Participant agrees to pay the participation fee as specified on the registration form at the time of registration including all taxes (**Participation Fee**) and in accordance with the conditions stated therein.

2.2. In case of paid-for Events the Organiser will send an invoice to the Participant upon receipt of their registration. The Participant agrees to receive invoices electronically by e-mail in PDF format. The Participant is obliged to provide accurate information on the invoice recipient (addressee, address, VAT-ID, Participant) when registering. The Organiser will charge 20 (twenty) Euro for the reissue of the invoice due to a subsequent change in this information.

2.3. The Participation Fee is due for payment by bank transfer or by credit card (VISA or MasterCard); other forms of payment are only accepted if allowed in the registration form. Payment must be made at the latest 14 (fourteen) calendar days after receipt of the invoice and, in any case, prior to the Event. A reissue of the invoice does not extend the payment period. Payment shall only be deemed to have occurred if the full amount of the Participation Fee, free of any charges or deductions, has been credited to the Organiser's bank account specified in the invoice.

2.4. Upon receipt of full payment of the Participation Fee, the Organiser shall send the Participant an e-mail including the Event Materials or an access link for downloading the Event Materials and, in case of virtual Events, the access link for the Event.

2.5. If the Participant is in default of payment, the Organiser is entitled, at its sole discretion, to charge default interest in the amount of 8 (eight) percent, in case the Participant is a Consumer (clause 1.3) of 5 (five) percent, above the statutory base interest rate per annum, or to refuse the Participant's participation in the Event. The Participant shall only have a right of set-off against claims which are undisputed or for which final legal judgment has been rendered.

## **3. CANCELLATION OR PROGRAM CHANGES BY THE ORGANISER**

3.1. The Organiser reserves the right at any time and at its sole discretion and without stating any reasons, to cancel the registration of the Participant and/or to cancel or postpone the Event or to modify its venue or any of the other published particulars, or to change a physical Event on-site to a virtual Event before or during the Event. The Organiser will notify the Participant of any such cancellation or change in a timely manner.

3.2. If the Organiser cancels the Participant's registration or the Event, the Participation Fee (if already paid) will be fully refunded. The regulations for force majeure (clause 9) take precedence.

3.3. If the Organiser changes the date or venue of the Event prior to the start of the Event, the Participant shall be entitled within 14 (fourteen) calendar days of receipt of the notification from the Organiser or until the start of the Event, whichever period is the shorter, to:

- a) cancel the registration in the Required Form (11.1). In this case the Participant shall receive a full refund of the Participation Fee (if already paid). If the Participant has already received the Event Materials, the right to a refund only arises after a declaration to the Organiser in the required form that the Event Materials and all copies thereof or parts thereof have been deleted from their data storage media or the data storage media of their organisation;
- b) register for another Event of the Organiser by submitting a corresponding e-mail to the Organiser. In this case the Participation Fee (if already paid) shall be credited against the Participation Fee for the replacement Event, and, if the fee for the original Event exceeds the fee for the replacement Event, refunded to the Participant; or
- c) transfer the right to participate in the Event to another person (**Substitute Participant**) from the same organisation. The Participant must notify the Organiser in the Required Form (clause 11.1) of the desire to transfer the right to participate within the said period, and the Substitute Participant must declare to the Organiser in the Required Form (clause 11.1) within this period that they assume all the rights and obligations of the Participant in accordance with this contract. The original Participant shall remain liable alongside the Substitute Participant for the full payment of the Participation Fee to the extent not yet paid. Clause 2.2 Sentence 4 shall not apply if the change is due to the transfer; the transfer does not extend the payment period (clause 2.3 Sentence 3); however, the Organiser may grant an extension based on valid reasons.

If the Participant does not choose either of the options set out in sub-sections a) through c) above within the periods specified above, the original registration shall remain valid for the changed date or venue. In case of a cancellation by the Participant after these periods clause 4 shall apply.

3.4. Any and all changes to the particulars of an Event other than those referred to in clauses 3.2 and 3.3 (such as, e.g., changes of the content or schedule of the Event program, or of the speakers) shall not give rise to any right of reduction or refund of the Participation Fee (in whole or in part) or of any other expenses. However, if the Organiser changes a physical to a virtual Event and the Participation Fee for the virtual Event is lower than the Participation Fee for the physical Event, the Participant shall be refunded the difference.

3.5. Refunds by the Organiser will be made in a timely manner. Payment will be made using the same means of payment as used by the Participant in the initial transaction, unless the Participant has explicitly agreed otherwise.

3.6. Except as set out otherwise in clauses 3.1. through 3.5 above, the Organiser shall not be held responsible or be liable for any costs or expenses (e.g. travel expenses) which the Participant may incur due to the cancellation of the Participant's registration or of the Event, or the postponement, change of venue or time, change from physical to virtual Event, or any other changes of the Event.

#### **4. CANCELLATION BY THE PARTICIPANT**

4.1. A Participant wishing to cancel his participation in a free Event is requested to notify the Organiser immediately by e-mail or the contact form on the ISCC website so that prospective attendees on the waiting list may be admitted instead.

4.2. In case of cancellation of a paid-for Event by the Participant, cancellation periods, cancellation fees and refunds of already paid Participation Fees are subject to the specific

cancellation conditions set out in the registration form. Absent such specific cancellation conditions, the Organiser will charge a percentage (according to the table below) of the Participation Fee for the cancellation (**Cancellation Fee**) depending on the time of cancellation. If the Participation Fee has already been paid, the Organiser will refund the part of the Participation Fee that exceeds the Cancellation Fee.

| Time of cancellation before start of Event (days)   | > 30 | 30 - 21 | 20- 14 | 13-8 | 7-0  |
|---|------|---------|--------|------|------|
| Cancellation Fee as Percentage of Participation Fee | 0 %  | 25%     | 50%    | 75%  | 100% |

In case of a no-show, the full Participation Fee will be or remain due.

4.3. Cancellations by the Participant must be made in the Required Form (11.1) in order to be valid.

4.4. The Organiser shall not be held responsible or be liable for any costs or expenses the Participant may incur due to the cancellation of their registration.

4.5. Until 7 calendar days before the start of the Event, the Participant shall be entitled to transfer their ticket or their right to participate to a Substitute Participant, in which case clause 3.3 lit c shall apply accordingly. For the change, the Organiser will charge an administration fee of 20 (twenty) Euro.

**5. PARTICIPATION REQUIREMENTS, PROOF OF PARTICIPATION, AUDITOR TEST**

5.1. The Participant is obliged to comply with the official regulations and all statutory provisions applicable to the Event and venue as in force at the time of the Event, including, without limitation, applicable provisions of anti-trust and competition law. Furthermore, during or in connection with the Event, the Participant shall not display any content, adopt a conduct, or incite any person to commit an act which is illegal, unethical or malicious.

5.2. The Participant is solely responsible for making their travel and accommodation arrangements and for meeting any applicable formalities and/or visa requirements. The Participant is advised to obtain appropriate cancellation insurance and sufficient health and accident insurance.

5.3. The Organiser reserves the right, to be exercised at their sole discretion and without prior notice, to revoke the registration or attendance of the Participant at the Event if the Participant violates these Terms. In such case the Organiser shall not incur any liability; any paid Participation Fee will not be reimbursed, and any outstanding Participation Fee will remain due and payable by the Participant.

5.4. The Participant shall only be admitted to the Event if he presents appropriate evidence of their right to participate in the Event. If the Participant fails to present such evidence the Organiser shall be entitled to exclude the Participant from attending the Event; in this case the Participant shall remain obligated to pay the Participation Fee and shall not be entitled to a refund in whole or in part, or to any other or further claims on the grounds of such exclusion.

5.5. The Organiser reserves the right to take appropriate measures in advance of or during the Event in order to ensure compliance with protective and hygiene measures prescribed by applicable law or regulations or required or recommended by the government or other competent authorities. Such measures may include, without limitation, restricting the number

of persons in the Event area or in parts thereof, or temporarily denying access to the Event area or parts thereof. If the Participant is not allowed to visit at least a part of the Event area due to the aforementioned restrictions, they may demand a partial refund of 20 (twenty) percent of the Participation Fee. Further claims of the Participant shall be excluded.

5.6. In order to receive a proof of participation for the Event, Participant must attend the entire Event (**Entire Attendance**); this includes the active participation in group sessions and discussions. In virtual Events participation is digitally monitored. If the Event has to be interrupted or partially cancelled for any reason, the proof of participation can only be issued after participation in the remaining parts of the Event. Participant is responsible for an uninterrupted internet connection and the functioning of internal networks and devices during the entire training; interruptions prevent the granting of proof of participation. Proofs of participation will only be issued after all outstanding payment obligations have been settled.

5.7. Auditors are only allowed to take part in the ISCC Auditor Online Test after Entire Attendance (clause 5.6).

It is a requirement that auditors shall successfully pass the designated online test with a maximum of three attempts within eight weeks after the day of enrolment. No further opportunities to take the test will be permitted. Should the candidate fail, it may be necessary for them to repeat the entire training programme should an auditing qualification be required for their role (current training fees apply).

Should the deadline for completion of the ISCC Auditor Online Test be missed, additional fees will be incurred in order to cover the necessary administrative costs.

Furthermore, the enrolment to the ISCC Auditor Online Test will only be facilitated if the requisite training fee has been settled prior to the training date (the first day of the programme) or upon the provision of an official proof of payment.

The successful attainment of the official ISCC Auditor Attestation per scheme/add-on etc. (valid from the date of passing the test) is a prerequisite for conducting audits under ISCC.

Additionally, all requirements indicated in [ISCC System Document 103](#) must be fulfilled.

## **6. DATA PROTECTION, LIST OF PARTICIPANTS**

6.1. The Organiser will process Data of the Participant exclusively for the performance of this Agreement, in particular for the purposes of organising the Event, managing the Participant's attendance of the Event, and adequate follow-up activities of the Organiser (see also Organiser's **Privacy Policy for Events**, taking into account all relevant data protection laws and standards, in particular the EU General Data Protection Regulation (GDPR).

6.2. By registering for the Event, the Participant confirms to have read the Organiser's Privacy Policy for Events and to agree to the use of their personal data as set out in clauses 1.2 and 0.

## **7. PHOTOGRAPHY, FILMING AND AUDIO**

7.1. The Organiser shall be entitled to record the Event by means of photos, audio, video or other media recordings containing personal data of the Participant (**clause 1.2**). without the valid declaration of consent according to clause 1.2 or after withdrawal of it, Participant may not or no longer participate in the Event.

7.2. Participant acknowledges that the Organiser will process the recordings to document participation of the Participant, in particular in case the Participant receives a proof of participation (clause 5.6).

## **8. EVENT MATERIALS, PRIVATE RECORDINGS, MARKETING AND MATERIAL OF PARTICIPANT**

8.1. Event Materials are provided exclusively for the personal use of the Participant and those other participants attending the Event.

8.2. Event Materials are subject to property rights, including but not limited to copyright or rights in trademarks, logos, business or trade names, of the Organiser or third parties. The Organiser reserves all rights to the Event Materials except as expressly granted to the attendees of the Event (including the Participant) under these Terms.

8.3. Event Materials are exclusively for personal use of the Participants; disclosure or making them available them to third parties, including members of Participant's organisation, is not permitted and requires the express consent of the Organiser in the Required Form (11.1). The Participant is not granted any license or right to use the Event Materials except for the purpose of attending the Event and personal use. Without prior consent of the Organiser and/or its licensors, the Participant shall neither be entitled to modify, edit, adapt, translate, copy or otherwise reproduce the Event Materials, in whole or in part, nor to sell, rent, license, distribute, transmit, publish, publicly perform or display, or otherwise share the Event Materials, in whole or in part, with any third parties other than the registered attendees of the Event; said consent of the Organiser must be given in the Required Form (11.1) in order to be valid, and may be given or refused in the sole discretion of the Organiser and/or its licensors. Members of the organisation of the Participant who do not attend the Event are considered third parties, i.e. the Participant is not allowed to share the Event Materials or copies of them with them or within their organisation.

8.4. If the Participant decides to share Event Materials at the Event to the extent allowed under clauses and 8.2 and 8.3, they are solely responsible for ensuring that they have all necessary rights and authorizations to share such Event Materials.

8.5. Private recordings (audio, video) of the Event and/or Event Materials by the Participant are strictly prohibited.

8.6. The Participant is not allowed to exhibit, share or distribute own marketing materials or other printed materials during the Event without having obtained prior consent from the Organiser; such consent must be given in the Required Form (as defined in clause 11.1) in order to be valid, and may be given or refused in the sole discretion of the Organiser and/or its licensors.

## **9. FORCE MAJEURE**

9.1. A **Force Majeure Event** means any external unforeseeable event beyond the reasonable control of the affected Party (Organiser or Participant) that could not have been prevented or remedied by such Party by taking technically and economically reasonable and available precautions or measures, such events to include, without limitation, war, terrorist attacks, acts of sabotage, fire, natural disasters, epidemics or pandemics, power failure, accident or repair of machinery, large scale failure of telecommunications connections or internet services, labour dispute, sanctions, other governmental restrictions or actions, or any other comparable event, condition or cause. Interruption or failure of telecommunications or internet connections, internal networks or equipment of the participant or their organisation is not a Force Majeure Event.

9.2. If, due to a Force Majeure Event, the Organiser is forced to postpone, temporarily or permanently interrupt or shorten the Event, the Organiser shall be entitled to cancel the Event in whole or in part. The Organiser shall neither be liable or responsible for any failure, delay or limitation in the performance of any of its obligations under these Terms caused by a Force Majeure Event, nor for any damages or disadvantages of the Participant caused in connection with such non-performance or delayed or limited performance. Performance by the Organiser under these Terms is deemed to be suspended as long as the Force Majeure Event continues to affect the performance.

9.3. If the Participant is hindered to attend the Event due to a Force Majeure Event on their part, they shall have the right to cancel their participation in the Event.

9.4. If the Organiser cancels the Event pursuant to clause 9.2 or the Participant cancels their attendance pursuant to clause 9.3, the Organiser shall refund the Participation Fee in whole or in part at the Organiser's reasonable discretion (or reduce the Participation Fee still due accordingly), and/or grant the Participant the right to attend a similar Event, or the remaining part, in the future at a reduced price or only by charging and administration fee (or by offsetting payments already made accordingly). In exercising its reasonable discretion, the Organiser shall in particular take into account the value of the services already provided for the Participant (e.g. provision of Event Materials, partial attendance of the Event) and expenses incurred. After the Event Materials have been made available to the Participant or after the start of the Event, a full refund is generally excluded or the Participation Fee remains partly due.

9.5. The Party affected by a Force Majeure Event shall inform the other Party without undue delay about the reasons and expected duration of the Force Majeure Event. To the extent possible, the affected Party shall use reasonable endeavours to restore the conditions for its performance under these Terms.

## **10. LIABILITY**

10.1. The liability on the part of the Organiser shall be limited and/or excluded as explicitly set out in these Terms.

10.2. Furthermore, the Organiser shall only be liable for damages that have occurred because he or the persons for whom he is liable (e.g., their employees, representatives or agents)

a) have intentionally or negligently injured life, body or health; or

- b) have intentionally or negligently violated essential contractual obligations, provided, however, that in the case of slight negligence the Organiser's liability shall be limited to the typical damage foreseeable at the time of conclusion of the contract for participation in the Event. Essential obligations are those obligations of the Organiser which are a prerequisite for the proper execution of the contract for participation, and on the observance of which the Participant may regularly rely; or
- c) have intentionally or grossly negligently violated non-essential contractual obligations.

Irrespective of any fault on the part of the Organiser, any liability on their part ensuing from the assumption of a guarantee given by him, or under applicable mandatory statutory provisions (such as, e.g., the German Product Liability Act), shall remain unaffected.

10.3. In all other cases the liability of the Organiser shall be excluded. In particular, all information provided by the Organiser during the Event is shared to the Organiser's best knowledge. The Organiser does not assert, warrant or guarantee and shall not be liable for the correctness of the information provided, including, but not limited to, contents of Event Materials.

10.4. The Participant shall be obligated to take appropriate measures to prevent and mitigate damages occurring to him.

10.5. The Participant must keep their personal belongings, including computers and other devices, with him at all times during the Event. The Organiser does not accept liability for damage or loss of personal belongings, except to the extent caused directly by wilful action or gross negligence on the part of the Organiser; in such cases, the Organiser's liability, to the extent permitted by law, is limited to the amount of the Participation Fee paid by the Participant for the Event.

10.6. The Participant shall be liable for damages caused by himself, or by any other person for whom he is liable or responsible, in accordance with the applicable statutory provisions.

## 11. FINAL PROVISIONS

11.1. Except as explicitly set out otherwise in these Terms, any and all declaration of will, communication or other notice made pursuant to or in connection with these Terms and the Participant's participation in the Event shall be made by e-mail (**Required Form**).

11.2. E-Mails sent to the Organiser shall be addressed to the e-mail address stated in the registration form.

11.3. E-Mails sent to the Participant shall be made by using the e-mail address as specified in the registration form, or as having been updated by the Participant from time to time by notifying the Organiser in the Required Form (11.1).

11.4. These Terms and the contract for participation in the respective Event (as concluded between the Participant and the Organiser in accordance with these Terms) shall exclusively be governed by and construed in accordance with the laws of the Federal Republic of Germany, without giving effect to any conflicts of law principles or rules, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).



11.5. Any dispute, claim or controversy arising out of, connected with or relating to the conclusion, validity, interpretation or performance of these Terms shall be under the exclusive jurisdiction of the competent courts in Cologne, Germany.

11.6. Should individual provisions of these Terms be invalid in whole or in part, the validity of the remaining provisions or parts of such provisions shall remain unaffected. In place of the invalid provisions, the Parties shall agree on provisions that come as close as possible to the intended legal result and the intended economic success. Gaps in the contract shall be filled by way of supplementary interpretation of the contract in good faith in such a way as would have been agreed by honest contracting parties at the time of conclusion of the contract if they had been aware of the need for regulation.

11.7. Where these Terms are translated into other languages for the Participant's convenience, this English language version shall govern these Terms, and in the event of any discrepancies between the English version and a translated version, the English version shall prevail.

## RIGHT OF WITHDRAWAL FOR CONSUMERS

If you, in concluding this contract, act as a **Consumer** (clause 1.3 of the General Terms and Conditions) you have, in addition to our General Terms and Conditions, the right of withdrawal without giving reasons within fourteen (14) calendar days from the day on which the contract for participation is concluded (i.e., the day of your receipt of our registration confirmation).

### Right of Withdrawal

To exercise your right of withdrawal you must inform us, ISCC System GmbH, by means of a clear declaration of your decision to withdraw from this contract. The notice of withdrawal shall be sent to us either **by e-mail** to

**academy@iscc-system.org,**

or by using the **contact form** on our website:

**<https://www.iscc-system.org/contact/>**

We will without undue delay confirm the receipt of the notice of withdrawal by e-mail sent to the e-mail address specified by you in the registration form, or any update thereof.

To meet the revocation deadline, it is sufficient that you send or submit your notice of withdrawal **before the expiry of the withdrawal period.**

If you withdraw from the contract for participation, we will refund all payments received from you immediately and at the latest within 14 (fourteen) calendar days from the day of receipt of your revocation notice. Payment will be made by us using the same means of payment as used by you in the initial transaction, unless you have explicitly agreed otherwise. You will not be charged any fees for the refund.

If you have requested that we **begin with the provision of our services during the withdrawal period** (see clause 1.3 of the General Terms and Conditions), you shall pay to us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

**The right of withdrawal shall expire** if we provided the service in full and have only begun to perform our service after you have given your express consent to this and at the same time confirmed your knowledge that you will lose your right of withdrawal upon full performance of the contract by us.