

## **General Terms and Conditions of Tiba Business School GmbH**

### **Registration for seminars**

Please either use our electronic registration or booking forms or send us your registration for seminars in writing or by email to

Tiba Business School GmbH  
Elsenheimerstraße 45  
80687 Munich  
Email: [business-school@tiba.de](mailto:business-school@tiba.de)

Registrations are processed in the order of receipt. After the binding and complete registration of a seminar participant, the participant will receive a written confirmation. A legally valid contract with Tiba Business School GmbH, hereinafter referred to as "TBS", is concluded with this confirmation.

The data recorded with the registration or booking is stored electronically for contractual purposes only. The provisions of the Federal Data Protection Act will be taken into account. Please refer to our separate privacy policy.

The history of the booked seminars will be stored in our booking system and maintained for later reference. If the participant objects to this storage, he or she may refuse it. In this case, the history will be deleted immediately after the end of the seminar, but not before complete settlement of the invoice, and will subsequently be incapable of restoration.

The seminar content can be found in the seminar description. TBS reserves the right to change and further develop this content at short notice.

### **Fees and invoicing**

The fees specified in our offer plus the applicable statutory VAT apply. The invoice amount will be due 30 days after the invoice date. Invoicing takes place before the start of the event the participant has registered in. It is not possible to pay by credit card.

### **Liability and warranty**

All our services are subject to legal warranty rights.

The participant's claims for damages or reimbursement of expenses are based on this clause, irrespective of the claim's legal nature. The liability is unlimited for damages arising from injury to life, body or health, due to a negligent breach of duty by TBS or an intentional or negligent breach of duty by a legal representative or vicarious agents of TBS.

In the event of other liability claims, TBS shall be liable without restriction only in the absence of the guaranteed quality as well as for intent and gross negligence of its legal representatives and executives. For the fault of other vicarious agents, TBS is only liable to the extent of liability for slight negligence.

TBS shall only be liable for slight negligence if a duty is breached, the fulfilment of which makes the proper performance of the contract possible in the first place, and the compliance with which the participant may generally rely upon (cardinal obligation). In the case of violation of the cardinal obligation, the liability is limited to such damage as would typically be expected to arise within the framework of the contract.

### **Cancellation and rebooking of events**

Termination of a contract (cancellation) is possible for both sides at any time without giving reasons, and requires the written form.

Cancellation of the contract without a fee is possible for the participant up to 4 weeks before an event's start. Thereafter a cancellation fee of 50% of the event fee will be charged. For cancellations from 2 weeks before the date, 100% of the event fee will be charged as a cancellation fee. Non-appearance to a booked event, even in the event of illness, shall be treated the same as the aforementioned cancellation.

Any applicable cancellation fees are due for payment immediately. The participant is permitted to provide evidence that the damage was not incurred at all or substantially lower than the aforementioned cancellation fee.

TBS is entitled to offset the cancellation fees against an already paid event fee. Otherwise, already paid event fees will be refunded.

Rebooking is treated as a contract termination in accordance with the aforementioned cancellation rules with subsequent rebooking.

The right to early termination shall remain unaffected.

### **Substitute participants**

The participant can indicate a substitute participant at any time until the beginning of the event. Please note that this provision cannot be applied for the seminars Prosci® Change Management and PMP®.

### **Cancellation of events by TBS**

TBS reserves the right to cancel or change the dates of seminars for organisational reasons (e.g. if the necessary minimum number of participants has not been achieved, in the event of non-availability or illness of the lecturer, or due to force majeure).

In these cases, the participant will be informed as soon as possible. There will be an attempt to rebook the participant for another event free of charge. If this is not possible, TBS will reimburse the paid event fees. Further claims are excluded.

### **Copyright protection**

Event documents (in particular scripts, curricula, presentations, etc.) are provided to the participant solely for personal and non-transferable use. They are protected by copyright. Translation, editing, copying, distribution or electronic storage, even in part, is prohibited without the prior written consent of TBS.

Sound and image recordings are only permitted with the written permission of TBS.

### **Other agreements**

Should individual conditions be or become ineffective or impracticable, the remaining conditions shall not be affected. The invalid or impracticable condition shall be replaced by one that comes closest to the condition's original intention.

The laws of the Federal Republic of Germany apply exclusively to this contractual relationship.

### **Right of revocation for customers**

Customers are entitled to a right of revocation according to the following conditions, whereby the customer is any natural person who concludes a legal transaction for purposes which predominantly cannot be attributed to commercial nor independent professional activity.

### **REVOCATION INFORMATION NOTICE**

#### **Right of revocation**

You are entitled to revoke this contract within fourteen days, without stating reasons.

The revocation period is 14 days from the date on which the contract is concluded. To exercise your right of revocation you must inform us,

Tiba Business School GmbH  
Elsenheimerstraße 45  
80687 Munich  
Email: business-school@tiba.de

with a statement (submitted either by post, email or fax) that you wish to revoke this contract. You may use the attached pro forma revocation notice for this purpose, but this is not mandatory.

In order to comply with the revocation period, you simply need to send us notice that you are exercising your right of revocation before the cancellation period has expired.

### **Consequences of revocation**

Upon revoking this contract, all payments that have been received from the customer, including delivery costs (with the exception of any additional costs incurred by opting for an alternative delivery method other than the least expensive standard delivery) will be returned within fourteen days after receipt of such notice. Repayments will be made using the same method of payment that was used during the original transaction, unless expressly agreed otherwise. Under no circumstances will you be charged for this refund.

If you have already asked for service to begin during the period prior to your revocation, you will have to pay an appropriate amount corresponding to the service already provided up to the date on which you notified us that you were exercising your right to revoke this contract, prorated to the total scope of services provided for in the contract.

### **End of revocation information notice**

## Sample revocation form

If you wish to revoke the contract, please fill out this form and send it back to us at:

Tiba Business School GmbH  
Elsenheimerstraße 45  
80687 Munich  
Telephone: +49 89 893161-26  
Email: business-school@tiba.de

I/We (\*) hereby give notice of revocation from my/our (\*) contract of sale of the following goods (\*)/  
provision of the following service (\*)

\_\_\_\_\_

Ordered on (\*)/ received on (\*) \_\_\_\_ . \_\_\_\_ . \_\_\_\_\_

Name of the customer(s) \_\_\_\_\_

Address of the customer(s) \_\_\_\_\_

Signature of customer(s) (only if this form is notified on paper)

\_\_\_\_\_

Date \_\_\_\_ . \_\_\_\_ . \_\_\_\_\_

(\*) Delete where inapplicable.

Attachment 1

Prosci@: Personal Data to be processed

## Attachment 1

### PERSONAL DATA TO BE PROCESSED

<b>Subject matter</b>	Transfer of Participant Contact Info from Affiliate (Controller) to Prosci (Processor)	
Duration	For the duration of the Services	
Nature and purpose of the processing	The use of the Personal Data is for the provision of training services.	
Categories of Data Subjects	Affiliate Clients	
Type of personal data i.e. any information relating to an identified or identifiable person and categories of data subject	The Personal Data will comprise the following types of personal data:	
	<b>Demographic data</b>	name, gender, date of birth, age, nationality
	<b>Contact details</b>	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	The Personal Data shall not comprise any Special Categories of Personal Data as defined under article 9 GDPR.	

<b>Subject matter</b>	Transfer of Participant Feedback from Affiliate (Controller) to Prosci (Processor)	
Duration	For the duration of the Services	
Nature and purpose of the processing	The use of the Personal Data is for the provision of training services.	
Categories of Data Subjects	Affiliate Clients	
Type of personal data i.e. any information relating to an identified or identifiable person and categories of data subject	The Personal Data will comprise the following types of personal data:	
	<b>Demographic data</b>	name, gender, date of birth, age, nationality
	<b>Other</b>	Individual feedback on the applicable change management program
	The Personal Data shall not comprise any Special Categories of Personal Data as defined under article 9 GDPR.	

<b>Subject matter</b>	Transfer of Prosci Reference Contact Information from Prosci (Controller) to Affiliate (Processor)	
Duration	For the duration of the Services	
Nature and purpose of the processing	The use of the Personal Data is for the provision of Affiliate marketing and business development.	
Categories of Data Subjects	Prosci External Clients/Contacts	
Type of personal data i.e. any information relating to an identified or identifiable person and categories of data subject	The Personal Data will comprise the following types of personal data:	
	<b>Demographic data</b>	name, gender, date of birth, age, nationality
	<b>Contact details</b>	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	<b>Digital identifiers</b>	IP address, MAC address, X/Y geographic coordinate, meta data
	The Personal Data shall not comprise any Special Categories of Personal Data as defined under article 9 GDPR.	

<b>Subject matter</b>	Transfer of Personal Information During Affiliate Onboarding from Affiliate (Processor) to Prosci (Controller)	
Duration	For the duration of the Services	
Nature and purpose of the processing	The use of the Personal Data is for the provision the Prosci Affiliate relationship.	
Categories of Data Subjects	Affiliate Employees	
Type of personal data i.e. any information relating to an identified or identifiable person and categories of data subject	The Personal Data will comprise the following types of personal data:	
	<b>Demographic data</b>	name, gender, date of birth, age, nationality
	<b>Contact details</b>	home/work landline phone number, personal/work mobile, home/work postal address, personal/work email address
	The Personal Data shall not comprise any Special Categories of Personal Data as defined under article 9 GDPR.	