

General Terms and Conditions

(update July 26th, 2011)

§1 General

§1.1 Services

The GICI Institute for Competitive Intelligence GmbH, Korngasse 9, 35510 Butzbach, Germany (company registration number 6685), from here on in abbreviated to ICI, provides workshops for further education. These can be booked individually or as part of a certificate program for CI professionals (ICI). The ICI also holds individual in-house workshops for companies.

§1.2 Validity

These general terms and conditions apply to all services within the context of our workshops and training courses. Customer terms and conditions that are contrary to those of the ICI are only valid if this has been confirmed by us in writing. The same applies for amendments and additions to these general terms and conditions. Verbal commitments and subsidiary agreements require written confirmation.

§2 Description of Workshops

Each workshop usually lasts 8 hours. The price includes delivery of the workshop at a hotel, workshop documentation, refreshments and lunch. Our services do not include travel or transportation to the venue. Depending on the venue, the hotel may offer preferential rates.

The core themes, instructors and dates of the workshops are published in our workshop catalog. We will only modify or deviate from the content or nominate another instructor under exceptional circumstances.

The participants at individual workshops receive a certificate of attendance.

§3 Description of the Certificate Programs

The certificate programs are made up of a number of workshops, successful submissions of a number of briefs and the final exam. The *Certificate of Proficiency in Competitive Intelligence – CPCI* additionally includes a case study (completion of a practical piece of work).

The activities to be completed by participants are defined in the Assessment Regulations, which participants receive upon registration or are available upon request. Personal supervision of the case study and exam invigilation take place at the ICI offices in Butzbach or at a location disclosed in advance.

The activities associated with participation in the individual workshops correspond with the activities under §2.

§4 Registration

§4.1 Registration on the individual workshops

You can register by phone, in writing, by fax or via our website. You will promptly receive confirmation of registration (upon completion of the agreement). As the number of participants on our workshops is restricted, we manage the workshops on a first come, first served basis.

§4.2 Registration on the certificate programs

We will send the appropriate admission requirements and registration documents to individuals interested in the certificate programs, upon request.

- (1) Prior to registering on the certificate program we recommend that you have a discussion with one of our employees. We can offer you a personal counseling interview on the phone or at our offices.
- (2) Participants that are not in employment or are self-employed, are required to submit an application and take part in a counseling interview prior to registration.
- (3) Participants on the certificate programs must also register for all the individual workshops. We recommend that participants put together a personal schedule once they have received the latest catalog.
- (4) Supervision of the case study takes place on an individual basis. Up to four individual discussion meetings are allocated for this. A seminar will be provided for an appropriate number of participants to introduce, discuss and present their case studies.

§5 Terms of Payment/Participants

The cost + VAT is due after the invoice has been issued, at the latest 14 days before the event begins or 14 days prior to attending the first workshop on the certificate program.

Participants who are privately financing the cost of the certificate program can agree to pay in installments.

§6 Cancellations/Transfers/Re-Sits

§6.1 Cancellation of individual workshops

- (1) Cancellation of the booking up to 4 weeks prior to the date of the workshop will not be subject to a cancellation fee.
- (2) If the cancellation is made within 4 weeks of the date of the workshop, we will charge an administration fee of 70% of the cost of the workshop, unless in the individual case you can provide evidence to show that the amount of the loss or expense incurred differs from such a charge.
- (3) It is possible to substitute the original participant with another person at any point. However, this is subject to a charge of €50 (+ VAT).
- (4) If a participant transfers (to another date or another workshop) between 4 and 1 weeks prior to the date of the original workshop, we will charge an administration fee of 30% of the cost of the workshop, unless in the individual case you can provide evidence to show that the amount of the loss or expense incurred differs from such a charge.
- (5) All cancellation or transfer requests must be submitted in writing.
- (6) These fees do not apply if a transfer takes place for which the ICI is responsible.
- (7) if you book online, you can withdraw from the contract within 14 days after registration!

§6.2 Cancellation of workshops on the certificate programs

- (1) Cancellation or transfer of a workshop booking up to 4 weeks prior to the date it is being held will not be subject to a cancellation fee.
- (2) If the cancellation or transfer is made within 4 weeks of the date of the workshop, we will charge an administration fee of €50 (+ VAT).
- (3) All cancellation or transfer requests must be submitted in writing.
- (4) These fees do not apply if a cancellation or transfer takes place for which the ICI is responsible.

§6.3 Cancellation/withdrawal from the complete certificate programs

- (1) Cancellation or withdrawal from the complete certificate program will result in the participant being charged the individual listed catalog price for the workshops, case studies and exams already completed. We will reimburse the difference between the discounted price for the certificate program and the total of the individual prices.
- (2) All cancellation or transfer requests must be submitted in writing.
- (3) These fees do not apply if a cancellation or transfer takes place for which the ICI is responsible.

§6.4 Cancellation/deferment of workshops/in-house workshops

- (1) Cancellation of individual in-house workshops up to 7 days prior to the start date of the first workshop will be subject to a charge of 50% of the agreed workshop costs in addition to any expenses (if agreed) that have already been incurred. Cancellations received after this will be charged in full.
- (2) Deferment of the agreed date for an in-house workshop will be subject to a charge for any additional costs arising as a result of the deferment (expenses, hotel cancellations etc.). If deferment is requested up to 3 days prior to the start date of the workshop, we will charge an additional 20% of the agreed workshop cost.
- (3) All cancellation or transfer requests must be submitted in writing.
- (4) These fees do not apply if a cancellation or transfer takes place for which the ICI is responsible.

§6.5 Repeating the case study, re-sitting the exam or workshops within the context of the certificate program

- (1) If a participant repeats the case study, he/she must pay an additional cost of €750.
- (2) If a participant re-sits the exam, he/she must pay an additional cost of €350.
- (3) Participants do not need to repeat the workshops. If a participant on the certificate program would like to voluntarily repeat a workshop they will receive a 30% reduction off the individual workshop price.

§7 Cancellation of an Event

The ICI reserves the right to cancel an event if, for example, the instructor becomes unavailable or there is an insufficient number of participants. We will always endeavor to inform you of any cancellations or necessary changes to the program well ahead of the date of the event. If an event is cancelled we will refund any fees already paid or offer the participants a credit to book onto another event. Any further claims are excluded unless these are due to the intentional or grossly negligent behavior of a member of the ICI or other auxiliary persons.

§8 Limitation of Organizer Liability

The ICI will not be liable to losses or damages to items brought along to events, unless the loss or damage to items is due to the intentional or grossly negligent behavior of a member of the ICI or other auxiliary persons. We therefore request that participants do not leave any items of value or other important materials in the training room during breaks or after the event has finished.

§9 Changes to the Workshop Program

We reserve the right to make changes to the workshop program, event dates, instructors or venue in exceptional cases when deemed necessary. Enquiries concerning these matters should be directed towards the ICI administrator of the respective event or to a member of our management team.

§10 Copyright

The documents distributed within the context of our events are subject to copyright laws and may not be copied or used commercially either in full or in part without the permission of the ICI and the respective instructor.

§11 Data Protection

We will store your data electronically for internal administrative purposes and promotional purposes in strict adherence with the German Data Protection Act. If you do not want us to store your information or use it for promotional purposes, notify us at The Institute for Competitive Intelligence (ICI), Korngasse 9, 35510 Butzbach, Germany, Tel.: +49 (0)6033 971377, E-mail: info@competitive-intelligence.com and your data will be deleted.

§12 Applicable Law/Jurisdiction

The agreement is subject to German law. The following applies to business people within the meaning of the code of commercial law: the jurisdiction for all claims and legal disputes resulting from the contractual relationship, including bills of exchange and other documented claims, is Butzbach.

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