

# Terms and Conditions

## §1 General

### §1.1 Services

The GICI - Institute for Competitive Intelligence GmbH, Korngasse 9, 35510 Butzbach, Germany (company registration number 6685), from here on abbreviated to ICI, provides workshops for further education, certificate programs, conferences, coaching and consulting services. All of these are provided on-site or remotely via video conferencing and an online learning platform.

The contract is concluded between the ICI and the customer, who is hereinafter also referred to as the customer, buyer or participant.

### §1.2 Validity

These general terms and conditions apply to all services according to §1.1. 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.

Listing of the services on the ICI website shall not constitute a binding offer to conclude a purchase contract. After selecting the service on the ICI website and clicking on the "Register" or "Send" button, the buyer will be sent an order confirmation by e-mail or post, which constitutes a binding offer.

The acceptance of the order confirmation by the buyer does not yet conclude a contract, it is an offer by the buyer. The ICI is entitled to decline such an offer from the buyer without specifying a reason.

The contract is concluded only after the explicit acceptance confirmation or invoicing from the ICI.

When participating in remote workshops, the contract is concluded only after the participant has accepted these terms and conditions in writing and after acceptance confirmation or invoicing by the ICI.

The ICI certificate programs are preceded by an application phase or aptitude test. The applicants receive our assessment regulations in the course of the application phase. The assessment regulations and the other application documents form part of the contract.

## §2 Description of Workshops

The core themes, instructors and dates of the workshops are published on our website. 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.

Each workshop participant is given access to the ICI's e-learning platform for the duration of

the workshop. The participants receive an invitation letter via the e-learning platform with information and teaching materials to prepare for the workshop.

### On-site workshops:

The price includes the workshop, the workshop documents, beverages and lunch. Our services do not include travel or transportation from/to the venue.

### Remote workshops:

Remote workshop participation is offered live via a video conferencing portal. The customer is responsible for checking the hardware/software requirements for participation and must provide them himself/herself.

## §3 Description of the Certificate Programs

The certificate programs are made up of a number of workshops, supervised assignments and an final exam. The Certificate of Proficiency in Competitive Intelligence (CPCI) additionally includes a case study (completion of a practical piece of work) and an oral exam. The activities to be completed by participants are defined in the Assessment Regulations, which participants receive upon registration or are available upon request.

Personal support with the case study as well as the exams take place in the business premises of the ICI in Butzbach, remotely or at a previously notified location.

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

## §4 Description of the Unicorn platform

The Unicorn platform provides digital content in accordance with our website. Access to the platform is granted as a subscription for 12 calendar months. The subscription is automatically extended unless it is cancelled before the end of the term.

## §5 Cancellation / Transfers

A transfer from an on-site workshop to the remote workshop at the same time and vice versa is possible at any time before the workshop date.

Termination of the Unicorn platform is possible with a one-month deadline at the end of the 12-month contract period.

## §6 Cancellation of an Event

The ICI reserves the right to cancel an event. We will always endeavor to inform you of any cancellations or necessary changes to the program well ahead of the date of the event. The ICI also reserves the right to cancel planned workshops if they are under-occupied. Therefore, participants should not make non-cancellable hotel/travel bookings until an event has been confirmed. Reimbursement of these expenses by the ICI is not possible.

If an event is cancelled, we will refund any workshop fees already paid or offer the participants a credit to book another ICI event. Any

further claims are excluded unless these are due to the intentional or grossly negligent behavior of a member of the ICI.

### **§7 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.

The ICI always endeavors to ensure that the website, the learning portal, the Unicorn portal as well as the video conferencing portal and other digital services used are available without interruption and without errors. However, this cannot be guaranteed at all times. In addition, occasional interruptions due to maintenance and repair work are unavoidable. The ICI endeavors to keep these interruptions as short as possible.

The ICI shall only be liable in the event of a breach of an essential contractual obligation. An essential contractual obligation within the meaning of this section is an obligation which enables the fulfilment of the contract and therefore an obligation which the contractual partner can regularly rely on.

### **§8 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.

### **§9 Copyright**

The documents distributed within the context of this contract or distributed via our learning platform, the Unicorn platform, video conferencing platform or other digital services 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 faculty. They may only be used personally by the customer or downloaded and printed out for the customer's personal use.

Access to the learning platform, the Unicorn platform, as well as other digital services and the use of the associated content is only granted temporarily and is revocable, for the duration of the event (workshop, certificate, conference) or service (coaching, consulting). For subscription services, the use is granted for the duration of the term.

The login details to the learning platform, the Unicorn platform, the video conferencing platform and other digital services that are made available under the contract must not be passed on or resold to third parties.

Recordings by the participant of ICI events, digital services and content, whether provided on-site or remotely, are prohibited.

### **§10 user content**

To the extent that the participant contributes content as a user of the learning platform, the Unicorn platform, the video conferencing platform and other digital services, he/she grants the ICI a fully-transferable, royalty-free, perpetual, sublicensable, non-exclusive, worldwide right to copy, publish, modify, display publicly, and otherwise use this content.

The ICI reserves the right to change or delete user content at any time.

### **§11 Name Tags, Participants Lists**

At every workshop each participant gets a name tag and a printed participant lists including company, name, position and email-address.

This list of participants can also be viewed in the learning portal for all participants of the event (workshop, certificate, conference) and is used for networking among the participants. If you do not agree with the dissemination of this data, please let us know.

### **§12 Data Protection**

We will store your data for internal administrative purposes and promotional purposes in strict adherence with the EU General Data Protection Regulations (GDPR).

You will find more details in our privacy policy: <https://www.institute-for-competitive-intelligence.com/privacy>

### **§13 Online Dispute Resolution**

8.1 On its website, the EU Commission provides an online dispute resolution (ODR) platform.

The buyer can access the platform at <http://ec.europa.eu/consumers/odr/>.

### **§14 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, Germany.

GICI - Institute for Competitive Intelligence  
GmbH

Korngasse 9  
Butzbach, 35510  
Germany

Tel: +49 6033 971 377  
Fax: +49 6033 971 376  
<http://Institute-for-competitive-intelligence.com>  
Email: info@competitive-intelligence.com

## Annex 1: Cancellation Policy

If the customer is a consumer, he/she has the following right of withdrawal:

You have the right to cancel this contract within 14 days without providing a reason.

In order to exercise your right of cancellation, you must send us (GICI - Institute for Competitive Intelligence GmbH, Korngasse 9, Butzbach, 35510, e-mail: info@competitive-intelligence.com) a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to cancel this contract. You can use the attached sample cancellation form, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the notification that you are exercising your right of cancellation before the cancellation period expires.

When ordering digital goods, the right of withdrawal expires prematurely, provided that the customer expressly consents to the order, that execution of the contract begins before the withdrawal period expires and that he/she is aware that this consent means that the ICI will start the execution prematurely and therefore the customer loses his/her right of withdrawal (§ 356 Abs. 5 German Civil Code (BGB)).

### Effects of cancellation

If you cancel this contract, we will reimburse all payments we have received from you, we will process your refund within two weeks of receiving your request from the day on which we received the notification of your cancellation. We will return your payment using the same payment method that you originally used, unless expressly agreed otherwise. We will not charge any fees for this reimbursement.

If you have requested that the service should start during the cancellation period, you must pay us an appropriate amount that corresponds to the proportion of the service provided up to that point.

## Annex: 2 Cancellation form

If you want to cancel the contract, please fill out this form and send it back to us.

GICI - Institute for Competitive Intelligence  
GmbH  
Korngasse 9, Butzbach, 35510, Germany  
Fax: +49 6033 971 376  
E-mail: info@competitive-intelligence.com

I / we (\*) hereby revoke the contract concluded by me / us (\*) for the purchase of the following goods (\*) / the provision of the following service (\*)

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

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Name of the consumer (s):

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Address of the consumer (s):

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Signature of the consumer (s) (only for notifications on paper)

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Date

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(\*) Delete where inapplicable.

**Annex 3: Acknowledgment of the terms  
and conditions, copyrights and right of  
withdrawal**

To participate in remote workshops, this section must be completed in writing by each participant and sent back to us.

GICI - Institute for Competitive Intelligence  
GmbH  
Korngasse 9, Butzbach, 35510, Germany  
Fax: +49 6033 971 376  
Email: info@competitive-intelligence.com

I have received the terms and conditions and accept them.

I have received §15 of the terms and conditions (right of withdrawal) and acknowledge it.

I have read §9 and §10 of the terms and conditions (copyrights and user content) and accept them.

I have §11 and §12 of the terms and conditions (data protection), as well as read the privacy policy and acknowledge them.

Name of the participant:

Address of the consumer:

Signature of the participant

Date. location

**Further participants:**

Name of the participant:

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Address of the consumer:

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Signature of the participant

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Date

Name of the participant:

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Address of the consumer:

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Signature of the participant

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Date