

General Terms and Conditions of Participation of DGNB GmbH

1. Scope

The following General Terms and Conditions of Participation ("GTCP") apply to all training courses, training modules, exams, training sessions and other events, online events, in-person events, on-demand events¹ and hybrid events² (hereinafter "events"), of the DGNB Academy division of DGNB GmbH (hereinafter "DGNB Academy") conducted and organised by the DGNB Academy itself.

2. Registration

Registration for DGNB Academy events takes place online via the DGNB website www.dgnb.de and is mandatory. Participants receive an automated confirmation of receipt of their registration request, which does not constitute a binding registration. They are only entitled to participate once they have received written or email confirmation of participation for the event or training module in question from the DGNB Academy.

3. Registration and fees

Unless otherwise stated, the fees listed at the time of registration are always subject to statutory VAT, which is shown separately on the invoice. All fees are payable within 30 days of receipt of the invoice. If a participant registers for several training modules at the same time and receives a single invoice for those modules, all fees are payable within 30 days of receipt of the invoice.

4. Rebooking and cancellation of events

a) For the (one-off) **rebooking** of events, the following deadlines and charges apply:

Hybrid events

Up to and including 28 days before the start: no charge

Up to and including 15 days before the start: rebooking fee of **30%** of the fee, subject to a minimum of €100

From 14 days to 1 day before the start: no rebooking possible

On-demand events

Up to and including 7 days before the start: **no charge**

From 6 days to 1 day before the start: no rebooking possible

Online events

Up to and including 14 days before the start: **no charge**

From 14 days to 1 day before the start: no rebooking possible

In-person events

Up to and including 28 days before the start: **no charge**

Up to and including 15 days before the start: rebooking fee of **30%** of the fee, subject to a minimum of €100

From 14 days to 1 day before the start: no rebooking possible

¹ On-demand events are training programmes without a mandatory live component. The training content is available on the DGNB's digital learning platform during the booked period.

² Hybrid events are made up of different types of events. They can include on-demand elements, live online sessions and in-person sessions.

For exams

Up to and including 7 days before the start: **no charge**

From 6 days to 1 day before the start: no rebooking possible

b) For the **cancellation** of events, the following deadlines and charges apply:

For hybrid events, on-demand events, online event, in-person events and exams

Up to and including 28 days before the start: **no charge**

Up to and including 15 days before the start: cancellation charges of **30%** of the fee, subject to a minimum of € 100

From 14 days to 1 day before the start: no cancellation possible

c) If a participant is unable to attend a booked event due to illness, they are generally entitled, upon presentation of a corresponding medical certificate, to rebook once without charge within 6 months of the original date. Beyond this, there is no entitlement to reimbursement of costs or rebooking.

d) Participants who fail to appear on the day of the event shall not be entitled to reimbursement of costs or rebooking, subject to point c).

e) Participants are permitted to nominate a substitute participant for the event they have booked. This does not apply if a registered participant is required to register in person (e.g. for exams). The DGNB Academy is entitled to charge a rebooking fee of €50 for this.

f) Rebookings and cancellations are not valid unless notified to the DGNB Academy in writing; an email to ausbildung@dgnb.de is sufficient for this purpose. Participants are responsible for providing proof of receipt.

g) Otherwise, rebooking or cancellation is not possible. Participants are entitled to prove that the DGNB Academy has incurred no or only a significantly lower loss as a result of the rebooking or cancellation.

5. Changes made by the DGNB Academy

If the minimum number of participants is not reached, the DGNB Academy reserves the right to cancel and withdraw from the agreement

- at least 14 days before the start of in-person events and hybrid events
- at least 5 days before the start of online or on-demand events.

This also applies in circumstances beyond the control of the DGNB Academy such as force majeure. In such cases, any payments already made will be refunded, but any additional charges will not be reimbursed. In the cases referred to above, the DGNB Academy will endeavour to inform participants of changes as soon as possible.

The DGNB Academy expressly reserves the right to change speakers, venues or content. This only applies provided changes are reasonable for participants, there is an objective reason for making changes, and the overall character of the event is thereby preserved.

Such changes do not give participants the right to withdraw from the agreement or to a reduction of fees.

Further claims for reimbursement by the participant are excluded unless they are based on intentional or grossly negligent behaviour on the part of the DGNB Academy or a breach of material contractual obligations by the DGNB Academy.

6. Certificate of attendance

Participants receive a certificate of attendance for the event attended. This requires complete documentation of attendance on the displayed list of participants or, in the case of online events, attendance of the online event.

7. DGNB online events

If an event is offered as an online event, participation is possible with a computer, smartphone or tablet (Mac, PC, iOS, Android, Linux); a standard internet connection with WiFi or cable is sufficient.

The DGNB Academy uses digital tools to conduct online events. After successful registration, participants will receive an access link to the digital tool from the DGNB Academy enabling them to take part in the online event.

8. Recording of DGNB online events

Participants that register for an online event agree to the online event being recorded. The DGNB Academy will use recordings in electronic media for internal purposes (e.g. staff training) and make them available to participants of the online event on request for a period of 2 weeks. Recordings may also include image, video and audio logs.

Participants are free to decide at any time during an online event whether to participate actively via chat, audio and/or video.

9. Data protection

The DGNB Academy provides information on the processing of participants' personal data in its [privacy statement](#).

10. Hosting rights

The DGNB Academy, together with or through third parties if necessary, exercises hosting rights during the event and is entitled to issue instructions in this respect. The DGNB Academy may exclude participants from all or part of events if they cause disruption and do not cease disrupting events after being threatened with exclusion.

11. Event documents

Event documents may be protected by copyright and are made available exclusively to participants. In particular, protected documents may not be reproduced or made publicly available. Any use outside the limits of copyright or other proprietary rights is forbidden without the express consent of the DGNB Academy.

This applies in particular to transferring content to digital and analogue storage systems. Participants are not permitted to record sound or images of event documentation (e.g. photographing and recording).

12. Right of cancellation for consumers

If a participant is a consumer within the meaning of Section 13 of the German Civil Code [Bürgerliches Gesetzbuch, BGB], they have a right of cancellation in accordance with the following provisions. A "consumer" means every natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession.

Cancellation:

Cancellation policy

You have the right to cancel this agreement within fourteen days without stating reasons. The cancellation period is fourteen days from the date of conclusion of the agreement. To exercise the right to cancel, you must inform us (DGNB GmbH, Tübinger Straße 43, 70178 Stuttgart, Germany, phone: +49 711 722322 42; email: ausbildung@dgnb.de) of your decision to cancel this agreement in clear terms (e.g. a letter sent by post or email). You can use the attached example cancellation form, but this is not mandatory. To meet the cancellation deadline, it is sufficient to notify us that you are exercising your right to cancel before the cancellation period has expired.

Consequences of cancellation

If you cancel this agreement, we shall reimburse you for all payments received from you, including the costs of delivery (with the exception of supplementary costs resulting from your choice of a delivery method other than the cheapest standard delivery offered by us), without delay and in any event not later than fourteen days from the day on which we received notice of your decision to cancel this agreement. For this repayment, we will use the same payment method that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. If you have asked for services to begin during the cancellation period, you must pay us a reasonable sum corresponding to the proportion of services already provided up to the time at which you inform us that you are exercising your right to cancel under this agreement based on the overall scope of the services provided for in the agreement.

Loss of the right to cancel

Your right to cancel expires before the end of the cancellation period if we have begun to perform the services with your express consent and the services have been provided in full before the end of the cancellation period.

End of cancellation policy

Example cancellation form

If you wish to cancel the agreement, please complete this form and return it to:

DGNB GmbH, Tübinger Straße 43, 70178 Stuttgart, Germany

Email: ausbildung@dgnb.de

I/we (*) hereby cancel my/our (*) agreement concerning the purchase of the following goods (*)/the supply of the following service (*):

Ordered on (*)/received on (*) _____

Name of the consumer(s) _____

Address of the consumer(s) _____

Signature of the consumer(s) (only when submitting on paper)

Date

(*) Delete as applicable.

13. Information for consumers in accordance with the Act on Alternative Dispute Resolution in Consumer Matters (VSBG) and Regulation (EU) 524/2013

The European Commission provides a platform for online dispute resolution (ODR), which the participant can find at <http://ec.europa.eu/odr>. DGNB GmbH is currently not prepared to participate in dispute resolution proceedings before a consumer arbitration board.

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