



**waag society**

institute for art science and technology

## General Terms and Conditions Waag Academy

### Purpose & Overview

1. The Waag Academy Programme has been initiated by *Stichting Waag Society* to encourage the development of knowledge innovation. The Waag Academy Programme tailors educational programs – focusing on knowledge sharing – in different domains and disciplines.
2. To enter the Waag Academy Programme, each participant must submit a registration as described under article 3.1 ("Entry").
3. The terms and conditions hereunder (the "Terms and Conditions") shall exclusively apply and are in effect with respect to the Waag Academy Programme and participation therein.
4. By entering the Waag Academy Programme, participants fully and unconditionally agree to be bound by the Terms and Conditions and accept that decisions of Waag Society regarding the Waag Academy Programme and all matters related to it, including but not limited to the interpretation of the Terms and Conditions.

### 1. Definitions

In this Agreement, except where the context requires otherwise, the words and expressions below have the following meanings:

1. Stichting Waag Society ("Waag Society"); a foundation, having its registered office at Nieuwmarkt 4, 1012 CR Amsterdam, The Netherlands.
2. Participant; the natural person or entity named on the Registration.
3. Waag Academy Programme ("Programme"); a curriculum for all levels of education: from primary schools to universities and art schools. A Programme for "social innovators": creative, original thinkers who make connections between disciplines and build networks in which there is space for knowledge innovation. The Programme focuses on knowledge sharing.

### 2. Eligibility

1. The Programme is open to any individual from any country. Companies, businesses, institutions or any other organisations are also eligible to enter the Programme.
2. Waag Society reserves the right to exclude anyone from the Programme at any time, for any reason, without prior notice and without any liability whatsoever.

### 3. Registration and start Programme

1. To enter the Programme, each Participant must submit, via the website, any and all documents and/or information as specified at this website.

2. The Participant has to provide accurate, current, and complete information when registering. The Participant is also obliged to maintain and update the registration data.
3. Waag Society is entitled to terminate its contract with any Participant if any of the information provided by the Participant is false, inaccurate or incomplete. If the contract is terminated on these grounds, the Participant is not entitled to any compensation, whatsoever.
4. The Programme will only commence if a sufficient number of Participants have registered.
5. Waag Society is allowed to cancel the registration at any time before the start of the course, without specifying the reason to do so.
6. By registering for a Programme the Participant agrees that their registration information will be stored and processed by Waag Society. Waag Society shall not sell, rent, loan, trade or lease these personal details to any third party. Waag Society will solely use this information for her own activities and manage the information as required by law.

#### **4. Cancellation Policy and Refund Terms**

1. In case of cancellation by the Participant up to three weeks before the Programme starts, fifty percent of the registration fee will be refunded.
2. In case of cancellation by the Participant less than three weeks before the Programme starts, none of the registration fee will be refunded.
3. Cancellation on part of the Waag Society will result in 100% refund of the registration fee.
4. Participants are always entitled to send a substitute.
5. Cancellations are only accepted in written form.

#### **5. Performance**

As soon as Waag Society accepts the registration of the Participant, it is obliged to perform to the best of its ability to execute the Programme. Unless it explicitly appears in the agreement this does not concern an obligation to produce results.

#### **6. Force Majeure**

Waag Society is not liable nor responsible for any failure in- or delay in performance that is caused by so-called *Force Majeure* (in Dutch: *Overmacht*). In addition to its definitions in law and case law, force majeure shall be understood to mean any cause beyond the reasonable control of Waag Society that prevent the regular performance of an obligation, irrespective of whether such a cause could have been foreseen at the time the contract was concluded. Such causes include amongst others, and merely as an example, strikes, lock-outs or other industrial action, civil commotion, terrorist attack/threat, war, fire, explosion, any natural disaster, lack of transport facilities, impossibility of the use of public or

private telecommunications networks, shortage of goods, legislation/regulations or restrictions of any government, incorrect and/or (too) late delivery from subcontractors, currency restrictions, import/ export restrictions and other circumstances on which Waag Society has no influence.

## **8. Pricing**

All prices mentioned by Waag Society exclude Value Added Tax, unless explicitly stated. Participants need to have paid in full what is due before they start the Programme.

## **9. Intellectual Property**

1. All materials of Waag Society are published under a Creative Commons license Attribution–NonCommercial–ShareAlike 4.0 International (CC BY–NC–SA 4.0) (<https://creativecommons.org/licenses/by-nc-sa/4.0/>)
2. The Participant is allowed to remix, transform, and build upon the material for any purpose under the condition that the result is distributed under the same license as the original.
3. Whenever the Participant reuses the materials, he/or she must give appropriate credit, provide a link to the license, and indicate if changes were made.

## **10. Exclusion of Liability**

Waag Society will have no liability towards the Participant (or to anyone claiming through the Participant) for any direct, indirect or consequential loss (whether or not foreseen or foreseeable and including loss of profit or loss of goodwill) suffered by the Participant for any reason whatsoever and without prejudice to the generality of the foregoing by reason of:

- (a) the suspension or termination of the Programme;
- (b) any failure, interruption, delay, suspension or restriction in performing its obligations under any Agreement arising as a consequence of circumstances outside its reasonable control (including but not limited to any act of God, government control restrictions or prohibitions, any other act or omission of any public or regulatory authority (whether local, national, international or supranational), an act of default of any third party, supplier, agent or other person, strikes, work stoppages or labour disputes.

## **11. Applicable laws and Jurisdiction**

1. All contracts concluded with Waag Society shall be governed by Netherlands law.
2. Any dispute between the parties in relation to the agreement, including the understanding and extent of these General Terms and Conditions, will be resolved by the competent Dutch Court in Amsterdam.

## 12. General

1. The invalidity or unenforceability of any term shall not affect the validity or enforceability of the remaining Terms.
2. In the event of any conflict between these Terms and the Registering Agreement, the terms of the Registering Agreements shall prevail.
3. Waag Society reserves the right to amend these Terms at any time and without notice. Notice of any changes will be displayed on its site ([www.waag.org](http://www.waag.org)).
4. Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

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