

GENERAL TERMS AND CONDITIONS

Linz, in effect beginning July 2024

1. General Terms

The legal basis regarding relations with the Johannes Kepler University Linz (hereinafter referred to as "JKU") relating to the sports program that the university offers through the USI course registration system is solely the JKU's General Terms and Conditions as applicable (hereinafter referred to as "GTC"). By concluding the course registration process (paying the course fee in full), those who are eligible to take part in accordance with Pt. 2 agree to accept and comply with the GTC in the currently valid version. The JKU does not recognize terms and conditions deviating from the GTC on the part of participants or other external parties unless expressly stipulated to the contrary in the currently valid GTC. The JKU reserves the express right to amend its GTC at any time. The currently valid version is available in the USI registration system at:

<https://usi.jku.at>.

Johannes Kepler University Linz

University Sports Institute (USI) Linz
Altenbergerstraße 69
Austria - 4040 Linz

Contact the USI office:

Phone: +43 732 2468 7099

Email: usi@jku.at

2. Participation

The following groups are eligible to take part in the USI sports program (USI courses, competitions, and outdoor programs):

2.1. Tariff Level 1:

- All degree-seeking students at Austrian universities and (technical) colleges
- Apprentices at the JKU, the Linz University of Art, and the University of Teacher Education in Linz
- Students in Matura-level classes (age 17+)

2.2. Tariff Level 2:

- JKU employees, employees at the University of Art and Design Linz, and the University College of Teacher Education in Linz

2.3. Tariff Level 3:

- Those not affiliated with the university (alumni, non-university affiliated individuals, international students from non-Austrian universities and colleges)

3. USI Fitness Studio / Sauna

The USI fitness studio is exclusively available to JKU students and employees and operates on a subscription system for a five-month period (Winter Semester from October to the end of February; Summer Semester from March to the end of July).

The gym membership also includes use of the sauna at the Kepler Hall.

The sauna hours and membership rates are available on the USI-Linz homepage.

The ECTS Program:

Newly enrolled students are automatically eligible for a 50% discount on a selected membership. Students who have earned 0 - 16 ECTS credits during the past two semesters are subject to paying the membership fee in full.

Students who have earned 17 - 39 ECTS credits during the past two semesters are eligible for a 25% discount on the membership fee.

Students who have achieved 40 or more ECTS in the last two semesters receive a 50% discount on the subscription.

4. Disabled Individuals

Disabled individuals (minimum 50% disability in accordance with §§ 40 ff as outlined in the Federal Disability Act) are eligible for a 50% discount on the current course rates. To verify eligibility, please submit the required documentation, including a photo of your disability ID (by email to; usi@jku.at), or present the ID in person at the USI office. You will be eligible for the reduced rate following a confirmation of eligibility.

5. Course Registration

Sign up for courses online at the start of the 2024/2025 Winter Semester at: <https://usi.jku.at>.

USI courses are open to anyone eligible to take part in accordance with Pt. 2, regardless of gender, religion or gender identification.

Students or employees at Austrian universities:

Use the ACOnet Identity Federation (eduID.at) to access the USI registration system and use your Austrian university account.

Guests who are not affiliated with the university:

External guests are required to initially register and create a new user account. USI will review the submitted information and manually activate the account.

Guest will then be able to select courses from the USI course program, register, and pay online.

6. Payment

Register for courses and to take part in competitions or outdoor programs using the USI registration system and pay the fees online. The course fees for all available courses are listed online. The course fees are valid for the entire duration of the course.

There is an automatic administrative €3 fee for each registration transaction. The JKU uses the fee to cover maintenance and ongoing support expenses (such as server fees) and to operate the USI registration system. You can pay by EPS / Giro pay online banking or by credit card (Mastercard or VISA). In addition, you can also use your ATM card to pay for USI courses during USI office hours.

The course registration will only be finalized once the course fee(s) have been paid in full.

Additional expenses:

In addition to the course fee, those taking part in outdoor courses (Winter and Summer semesters) may be subject to additional costs (such as travel to and from the course location, USI bus transportation, equipment, admission, lift tickets, equipment, course fee, accommodations, documents, meals, etc.). Participants are responsible for these additional expenses (if applicable, on-site) that are separate from the course fee .

Please observe the respective notes / course descriptions for each course.

7. Data Privacy

Information about processing personal data when using the USI registration system is available at: <https://usi.jku.at>.

8. Registration Confirmation, Taking Part in USI Courses

Once you have successfully completed the USI registration procedure, you will be able to view your course registration(s) in your personal account under “*My Courses*”. Your account also allows you to access and print course confirmation(s). Instructors will have access to the list of participants, which can also be used to verify participation eligibility for the respective course.

If you wish to audit a course before registering, you may only do so during the first two class sessions (during the first two weeks of October or the first two weeks of March, respectively) and only in courses that are not full and have open spots.

Course participants are not permitted to pass their course spot on to any other person for the purpose of taking part in the course. Only the individual who signed up and paid for the course may attend the course (listed in the participant’s account).

If a participant misses a class session, the session cannot be made up on another date. If you attend a course that you are not registered in, the course instructors reserve the right to ask you to leave the course immediately. The JKU also reserves the right to suspend all courses and pursue legal action.

9. Canceling / Postponing Courses

Should the USI Office cancel a USI course or individual course dates on account of insufficient enrollment, instructor absence, an act of God, or by administrative directive (canceled courses with no alternative dates), all participants will be notified immediately by e-mail. In the event an entire USI course is canceled for a longer period of time, the course fee will be refunded in full; in the event of long-term cancelation of individual course dates, the course fees will only be refunded proportionately in accordance with the number of canceled course dates. Any expenses incurred in addition to the course fee (such as travel expenses, lost earnings, travel and/or accommodation expenses, etc.) will not be reimbursed. Course fees will only be refunded for USI courses that cannot be pursued ONLINE (USI courses offered ONLINE as well are designated as "DUAL" on the USI website).

The JKU reserves the right to implement **minor, factually substantiated or organizationally required adjustments** to the course schedule - as well as the course dates and locations - ("rescheduling"). The participants involved will be notified of any such changes and alternative dates in a timely manner by e-mail. Participants are not entitled to a course refund or reimbursement for any other expenses (such as travel expenses, lost earnings, travel and/or accommodation expenses, etc.).

The course fees will be refunded by bank transfer to an account as specified by the participant.

10. Cancellation Policy

In regards to the USI's cancellation policy, there is a difference between scheduled sports courses, "TryUSI" courses, courses held in partnership with other organizers, and outdoor programs. If not explicitly stated otherwise, you may only withdraw from the course you have registered for if there are significant grounds for doing so (such as injury, illness).

You can withdraw from **scheduled courses** by sending an email to: usi@jku.at. If you withdraw up to four weeks after the course has started, you will be eligible for a full refund. If you withdraw at a later date, a partial refund applies. The course fees will be refunded by bank transfer to an account as specified by the participants.

During the last few weeks of the semester, there is an option to sign up for so-called "TryUSI" courses at a reduced rate. Fees for **"TryUSI" courses** are non-refundable, even if you withdraw from the course.

Register for courses offered **in partnership with other organizers** (but held at the respective organizer's own premises) through the JKU's USI registration system. Our website will refer to a separate cancellation policy applicable to the respective course. These courses are indicated by the suffix "KOOP". You can withdraw from courses held in partnership with other organizers **up to one business day before the course is scheduled to begin** by sending an email to; usi@jku.at, and receive a course refund. Once the course has started or, if the course has scheduled dates, once the course date has been scheduled, you can only withdraw by contacting the organizer directly. The terms and conditions stipulated by the respective organizer apply from this point on. The cancellation fee is based on the respective organizer's terms and conditions.

In general, you can withdraw from an outdoor course in our outdoor program (summer and winter) by sending an e-mail to: outdoor.usi@jku.at. If you withdraw up to six weeks before the course is scheduled to begin, the course fee will be refunded in full. If you withdraw at a later date, you forfeit the course fee in full. Exceptions: If the course has a waiting list and someone from the waiting list fills the vacant spot, you will be eligible for a full refund. We would like to point out that there will be no refunds (course fees or accommodation expenses) in the event of an early departure or late arrival. If there is no opportunity to ski (insufficient amount of snow, no lift operations), the course(s) will be postponed or canceled.

11. Registration Changes

Send requests to change a course registration for a scheduled sports course by email to: usi@jku.at.

If you wish to sign up for scheduled sports courses that have open spots available, **you may do so during the first four weeks after the course has started.**

If you change your course registration and the new course has a higher fee, you will be asked to pay the difference; if you change your course registration and the new course costs less, the difference must be refunded.

Changing from a scheduled sports course to a "TryUSI" course is not permitted.

12. Right to Withdraw or Rescind in accordance with the Remote Sales and Off-Premises Transactions Act (FAGG)

As stipulated in the Austrian Remote Sales and Off-Premises Transactions Act (FAGG), should the relationship as specified in Section 1 be deemed a consumer transaction as defined by the Austrian Consumer Protection Act (KSchG), **both parties have the legal option to rescind the contract** within 14 days of signing, regardless of the reason. Notification of withdrawal or revocation should be sent to the JKU in written form (such as a letter, e-mail) during this period (contact details under Pt. 1). Participants may opt to use the attached withdrawal form (but it is not mandatory). Participants may withdraw from a course within the above-mentioned period by calling the USI Office or coming to the USI Office in person during office hours. Should a participant withdraw, any already paid fees will be refunded immediately (but no later than 14 days after receiving notification of withdrawal). There are additional fees attached to refunding a participant's course fee. Further information on exercising the right of withdrawal can be found in the attached document See: "Information to Exercise the Right to Withdraw" to learn more.

Should the JKU have started to provide services (USI courses) at the participant's express request during the withdrawal period (§ 10 FAGG), payment is due to the JKU for the services rendered by the JKU up to the time of withdrawal as a proportion of the total, contractually agreed upon amount (§ 16 para. 1 FAGG). Submit a withdrawal request in any form (letter or e-mail), including calling the USI Office or coming to the USI Office in person during office hours. Participants may opt to use the attached form (but it is not mandatory)..

In accordance with § 18 FAGG, participants **do not have a legal right to withdraw** from services (USI courses) provided in relation to recreational activities, insofar as a specific date or period has been contractually agreed upon in order for the JKU to meet its contractual obligations.

In accordance with § 18 FAGG, the **right to withdraw from a contract lapses**, particularly if the USI has met its contractual obligations in regard to USI courses within the cancellation period, and as long as the JKU has begun to meet its contractual obligations with the participants' prior express consent and confirmation before services have been rendered and having understood they lose the right to withdraw from the contract once USI has fulfilled its contractual obligations.

13. Liability / Safety

The JKU is not liable for any risks normally associated with participating in USI sports events, using equipment and/or facility, or sports-related activities. Participants acknowledge herewith that the offered sporting activities, use of the available exercise equipment and facilities, and any

physical exertion involved naturally involve a certain degree of risk of injury. Each participant is responsible for adjusting the sports activity, workout exercises, weights and intensity to suit his or her individual physical capabilities.

All participants must make sure that any equipment provided themselves meets the current safety regulations and is suited for the respective USI course. Should the sports equipment fail to meet the required standards, course management reserves the right to remove any participant for safety reasons. If a participant is removed from a course, the course fee will be refunded (aliquot).

The use of equipment and facilities is only permitted as part of a USI course and as instructed by the course instructor/trainer in an effort to avoid any injury. The instructor/trainer has no means to verify if participants meet the physical and medical conditions required for the respective USI course. Participants are responsible for obtaining a medical assessment before starting the respective course/training.

The use of infrastructure at the JKU is subject to the university's internal rules and regulations, particularly the JKU Rules and Regulations, fire safety regulations, and user regulations (<https://www.jku.at/rechtsabteilung/mtb-satzung-co/>).

USI course participants are responsible for their own actions. The JKU is not liable for personal injury or property damage that was not attributable to the JKU or individuals for whom the JKU is responsible. The JKU, its legal representatives and auxiliary partners or the instructor/trainer contracted by the JKU are liable only for damages resulting from willful misconduct or gross negligence; this does not apply to personal injury. The liability exclusion only applies to foreseeable and calculable potential damages. The legal provisions regarding warranty also apply.

Use of USI sports facilities do not include any insurance benefits provided by the JKU. We strongly recommend students to purchase accident insurance when participating in any sporting activities (particularly high-risk sports). Information about insurance coverage for students is available at: <https://www.oeh.ac.at/service/versicherung> and <https://www.auva.at>.

In the event of an emergency:

Red Cross	144
JKU In-House Services	0732 2468 8231
USI Office	0732 2468 7099

14. Governing Laws and Jurisdiction

Austrian law applies. All disputes are subject to jurisdiction at the responsible courts in Linz. Legal stipulations apply in the case of consumer transactions.