

## TERMS AND CONDITIONS

Luzern, 22 September 2015

### 1 GENERAL

Please read the following terms and conditions carefully before continuing. Persons who log on to the website of International Panorama Council signify their agreement to the following conditions.

This legal notice applies to the entire contents of the website and to all purchases made by you through the website under the domain name [www.panoramacouncil.org](http://www.panoramacouncil.org), [www.panoramacouncil.com](http://www.panoramacouncil.com), [www.panorama-council.org](http://www.panorama-council.org) and [www.panoramapainting.com](http://www.panoramapainting.com) and to any correspondence between you and us and to any newsletters or publications downloaded by you or sent to you by us (the "Website").

The International Panorama Council is an association, a non-government and not-for-profit organization, subject to Swiss law (henceforth referred to as "IPC").

In consideration of IPC allowing you access to the Site you are deemed to accept our terms and conditions of use. Please read them carefully. If you do not accept these terms and conditions of use, do not use the Site.

By offering to purchase products through the website you are entering into an agreement with IPC on the terms and conditions set out below.

Our terms and conditions of use may be changed. Please review them regularly. If you continue to use the Site after a change has been made to the terms and conditions of use you are deemed to have accepted it.

### 2 WEBSITE

#### 2 a) Use of the Site

IPC or its licensors or contributors own the copyright and all other intellectual property rights in the material on the Site. You may not copy, reproduce, republish, download, post, broadcast, transmit, adapt or otherwise use any material on the Site other than for your own personal non-commercial use.

You may not use the Site for the posting, uploading, emailing or other transmission of any material, the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;

In any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;

for the posting, uploading, emailing or other transmission of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

for the posting, uploading, emailing or other transmission of any material that con-

tains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;

to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site, without written permission from IPC;

to transmit or re-circulate any material obtained from the Site to any third party, without written permission from IPC;

in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms; or

in any way that might bring IPC into disrepute.

You must be at least 18 years of age or be accessing the Site with the full consent of a parent or guardian.

#### 2 b) Removal of Material and Access to the Site

IPC shall have the right to refuse to allow you access to the Site or any part of it at any time and for any reason without giving you any advance notice.

IPC shall have the right at any time and for any reason to remove from the Site any material posted, uploaded, emailed or otherwise transmitted by you without giving you any advance notice.

#### 2 c) Viruses

Whilst effort has been taken to ensure that the Site is free from viruses, IPC gives no warranties that it is indeed free from viruses and you are responsible for ensuring that you have installed adequate virus checking software.

IPC shall not be responsible for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of the Site or any other internet site.

#### 2 d) Links

Some of the pages on the Site include links to external websites. These are for your convenience only. IPC does not endorse and is not responsible for the content of these external websites.

#### 2 e) Intellectual Property Rights

IPC may publish any material you submit, post, upload, email or otherwise transmit to it or to the Site at its sole discretion and it shall be entitled to make additions or deletions to any such material prior to publication. You hereby grant IPC a non-exclusive, royalty-free, perpetual and worldwide license to republish any material you submit, post, upload, email or otherwise transmit to them or to the Site in any format including (without limitation) print and electronic format.

## IPC International Panorama Council

[www.panoramacouncil.org](http://www.panoramacouncil.org)

The International Panorama Council is a non-government and not-for-profit organization, subject to Swiss law.

## **2 f) Personal Data**

You agree to provide true, accurate, current and complete information about yourself in any registration or subscription form you complete ("the Registration Information"). You agree to maintain and promptly update the Registration Information to keep it true, accurate, current and complete.

IPC will process your personal data in accordance with data protection legislation.

You hereby agree that the Registration Information (and all updates of the Registration Information) and any other information sent to IPC by you or otherwise obtained by IPC about you ("the Personal Data") may be processed by IPC for the purposes of:

- (a) processing your requests;
- (b) providing you with information by email or other means;
- (c) providing you with information about products and services of IPC and other parties;
- (d) providing a personalized service;
- (e) maintaining accounts and records;
- (f) administration of membership records;
- (g) statistical analysis and conducting market research surveys;
- (h) assessing and evaluating the use that is being made of the Site; and
- (i) information and databank compilation and administration.

The processing of the Personal Data may involve IPC disclosing your details to regulatory bodies and/or other third parties. If you do not wish your Personal Data to be disclosed in this manner, please make this clear by sending an appropriately worded message to IPC secretary@panoramacouncil.org.

You also consent to the transfer, storage and processing of the Personal Data to/in countries outside the European Economic Area. Your Personal Data may therefore be processed in countries where the rights and benefits conferred on data subjects may not be as favorable as in the UK and the European Union. If you would prefer not to have your Personal Data transferred in this way, please make this clear by sending an appropriately worded message to IPC secretary@panoramacouncil.org. Please note that participant contact details will be kept on the IPC database, which will only be used by IPC. Credit card information will NOT be stored in this database.

## **2 g) Tracking data**

For site optimization and statistics purposes IPC may collect tracking data, which give information about our website users. Such Tracking data, that we may collect don't permit a conclusion on individual users.

## **2 h) Cookies**

Cookies are small data elements which a website may send your browser to give you better support when using database-assisted systems. However, you can set your browser in such a way that it informs you when you receive a cookie or automatically declines to accept it. You can therefore decide for yourself whether or not you wish to accept. However, non-acceptance of a cookie means that some of the website you cannot set up some of the website options.

## **2 i) Liability**

Whilst every effort has been taken to ensure the accuracy of the information on the Site, no warranty is given as to its accuracy or completeness.

IPC cannot guarantee that you will have uninterrupted access to the Site.

Notwithstanding anything else in these terms and conditions of use, to the fullest extent permitted by law IPC excludes all warranties (whether express or implied) and all liability to you in respect of the Site, its content and your use of it.

## **3 PURCHASES OF PRODUCTS FROM THE SHOP**

Specifications on the website of the products to be supplied by IPC are not intended to be binding and are intended only to give a general description of the products.

IPC reserves the right to make any changes in the specification necessary to comply with any applicable legal requirements and to change the specification published on the website provided that this does not materially affect the quality or performance of the products.

IPC warrants that it has the right to supply all products offered by it on the website and that the products will substantially comply with their description.

In all other respects, and to the maximum extent permissible, IPC makes no other warranties or promises about the products, and any implied warranties are excluded.

### **3 Availability, prices and information of products**

IPC does not promise that products are necessarily available, and all products are offered for sale subject to availability. The price of the products shall be the price listed on the website on the date of your order (exclusive of delivery charges which are payable by you). All prices displayed on the website are quoted in EUR and must be paid in full, including delivery charges, except where discounts are offered as detailed on the website.

### **3 b) Ordering**

When you click on the "Submit Order Button" IPC will treat the order as an offer by you to purchase the products subject to these terms and conditions of sale. You are responsible for ensuring the accuracy of your order and if IPC accepts your offer they shall supply you, subject to availability, with the quantity and specification of products set out in your order.

If IPC accepts your offer they shall confirm each order online via the internet or by email and such confirmation shall be IPC's acceptance of the contract between the parties.

### **3 c) Delivery**

All products will be delivered to the address that you indicate on the "Check your order" page and risk of damage to or loss of the products shall pass to you at the time of delivery even if the products have not been received by you in person.

Any times quoted for delivery are approximate only and time shall not be of the essence. IPC shall not be liable for any delay in delivery of the products howsoever caused.

IPC shall confirm each order in writing by sending you a printout of the order along with your products.

### **3 d) Cancellation and returns**

IPC wants you to be totally satisfied with your order but if you would like to cancel your order and return the products you must do so in writing (by email, fax or post) within 7 working days after receipt of the order, enclosing or attaching a copy of your order confirmation and your reasons for returning them.

IPC will confirm any cancellation by email and will repay to you the full cost of the order (including the cost of products and delivery) within 30 days after receipt of your cancellation. Goods must be returned to us.

We will not refund the costs of return postage to us unless the products are faulty.

You may not cancel your order if it is for:

- (a) products, the price of which is dependent on fluctuations in the financial market that cannot be controlled by IPC;
- (b) products that are made to your specifications or clearly personalized, such as prints on demand;
- (c) products that cannot be returned or are liable to deteriorate or expire rapidly;
- (d) the supply of audio or video recordings in any format or computer software, that have been provided in a sealed package and that have been unsealed by you;

- (e) newspapers, periodicals or magazines or the supply thereof (and this will include all subscriptions for newspapers, periodicals or magazines);
- (f) gaming and lottery services; or
- (g) IPC Membership, due to the immediate availability of benefits for Members.

#### **4 PARTICIPATION IN IPC EVENTS**

With your registration on the website you enter into an agreement with IPC on attending the event.

##### **4 a) Registration Process and Payment Methods**

Registrants will be able to select the early fee up until the date given on the event invitation. If payment has not been received by 23:59 GMT of this date, registrants will be charged the late fee. This applies to registrants submitting purchase orders, bank/wire transfers, checks, and credit card payments that are denied.

Discount Codes are assigned by IPC Secretariat. IPC reserves the right to cancel any registrants using unauthorized discount codes.

Conference registrations will not be confirmed until the completed form and the correct payment is received and processed by IPC Secretariat.

Registrants should obtain confirmation from the Registration Office before committing to other travel arrangements.

IPC cannot be responsible for your spam filters blocking your confirmation email. Please be sure your spam filters will allow mail from panoramacouncil.org and the conference coordinator.

Accommodation costs are not included in the conference registration fee. Attendees are responsible for making their own lodging arrangements (if not communicated differently in the event invitation).

##### **4 b) Cancellation Policy**

Conference registration can be cancelled only in writing to International Panorama Council Secretariat (secretary@panoramacouncil.org).

Conference registrations cancelled on or before the communicated deadline (see invitation) will be entitled to a 100% refund. Registrations cancelled after the communicated deadline will not be entitled to a refund. Substitutions may be made at any time. If you wish to substitute a participant, please contact IPC at the earliest opportunity.

All refunds will be made after the Conference and within two months.

##### **4 c) Conference program**

Conference program is subject to change

##### **4 d) Cancellation of the event**

Should cancellation of the event, or any day of the event, be necessary, IPC will attempt to contact all persons who have registered in advance to arrange refund of fees. This contact will be in the form of e-mail, so customers are advised to check their e-mail inbox before their visit to avoid an unnecessary journey should the event be cancelled. IPC will refund the full price paid, including the payment processing fees, to persons having registered.

##### **4 e) Participation and Behavior on IPC Activities**

IPC event attendees are expected to behave professionally. Excessive use of obscene language, abusive behavior, or threatening behavior directed to any other conference attendee is not conducive to a learning environment.

IPC reserves the right, in its absolute discretion, to refuse entry into or remove from an event, any person.

This includes but is not limited to a person who:

- (a) Has behaved in a manner which, in the opinion of IPC has, or is likely to, adversely affecting the enjoyment of other visitors.
- (b) Has used threatening, abusive or insulting words or behavior or in any way provokes or behaves in a manner which may provoke a breach of the peace.
- (c) Is or appears to be under the influence of drugs or alcohol.

##### **4 f) Personal Information**

Please note that participant contact details will be kept on the IPC, which will only be used by IPC. Credit card information will NOT be stored in this database.

Unless IPC has received an explicit request from registrant disallowing to share his/her contact information (through the Registration Form), a list of all attendees, their affiliation institutions and e-mail addresses will be included in the delegate packs.

The e-mail addresses will also be used to circulate last minute details and announcements of future IPC events. If you would like your record to be deleted after the conference, please notify IPC by email (secretary@panoramacouncil.org) or in writing to IPC.

##### **4 g) Personal Property**

IPC accepts no responsibility for loss or damage to personal property.

##### **4 h) Limitation of liability**

IPC's liability to you is limited to refunding the participation fee, including the payment processing fees. IPC is not responsible to you to any greater extent and in particular is not liable to you for any indirect or consequential loss (including without limitation financial loss such as loss of profit, travel or accommodation costs or otherwise) that you may incur as a consequence of its failure to comply with these terms and conditions.

#### **5 COMMENTS AND COMPLAINTS**

If you have any comments or complaints to make about the website or purchases made through the website please send them to International Panorama Council Secretariat (secretary@panoramacouncil.org).

#### **6 LAW AND JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the laws of Switzerland. Any disputes arising in relation to the Site shall be subject to the exclusive jurisdiction of the courts of Switzerland.

If any of these terms or conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be deemed deleted and the remaining terms and conditions of use shall survive and continue to be binding and enforceable.