N.B. In the event of inaccuracies and/or discrepancies between the various language versions of these general conditions, the Italian version shall prevail. Other versions are for information purposes only and have no legal value. By accepting these general conditions, the customer automatically accepts the conditions expressed in the original Italian text.

## 1. Scope of application

The General Terms and Conditions (hereinafter "GTC") apply to all services ordered via the Accademia Dimitri <a href="www.accademiadimitri.ch">www.accademiadimitri.ch</a> online shop (hereinafter "online shop").

The online shop reserves the right to change the GTC at any time. The version of the GTC that is applicable is the version that is valid at the time the order is placed and this version cannot be changed unilaterally for the order placed.

#### 2. Offer

The offer is addressed to all those who order a product from the online shop and is valid under the conditions indicated.

Images in advertisements, brochures, in the online shop and elsewhere are for illustrative purposes only and are not binding.

#### 3. Ordering

The representation of the products in the online shop does not constitute a legally binding offer. Instead, it is an online catalogue. The prices are indicated in the individual offer descriptions.

#### 4. Conclusion of the contract

Once the order has been placed using the form provided, the customer automatically receives the following confirmation by email:

If the product has been paid for online, the customer receives an email confirming payment, which for courses serves as confirmation of registration;

If the product is paid for by invoice, the customer receives an email confirmation with the invoice to be paid within 30 days attached.

From this point onwards, the order cannot be cancelled and the contract is concluded (for cancellations and refunds see point 7.c.).

# 5. Price

Prices are in Swiss francs (CHF) and include value added tax (VAT). The price applied is the price shown in the online shop at the time of ordering.

# 6. Payment options

Payments must be made in Swiss francs. Paypal, credit cards (Visa, Mastercard, Postcard) and Twint and bank transfer are accepted as payment methods. The courses in the online shop shopping cart are not booked until payment has been received and may be sold out in the meantime.

Credit card data is not stored in any way but processed directly by the payment service provider.

#### 7. Products

a) Conditions for promotional offers (PRODUCTS and COURSES)

Promotional offers are valid according to the information in the online shop. Upon receipt of payment a confirmation e-mail will be sent to the customer by Accademia Dimitri to the e-mail contact provided by the customer. The registration or purchase is considered valid even if the contact provided by the customer is incorrect.

b) Participation and assigned places (COURSES)

The participant is obliged to have accident insurance and private liability insurance. By accepting these General Terms and Conditions, the Academy is released from all liability in the event of an accident during a course.

Places are allocated in chronological order of date and time of registration and are nominative, transfer to third persons is possible by prior agreement with the Dimitri Academy.

Due to limited places and in case there are no more places available, the client will be notified.

## c) Cancellation and withdrawals (COURSES)

Should the number of participants be insufficient or for reasons of force majeure (e.g. pandemic), Accademia Dimitri reserves the right to cancel the course. In this case, the participants will be promptly notified through the contacts specified by the customer at the time of purchase on the online shop and, if they have already paid the registration fee, they will be fully refunded or will have the opportunity to enrol in another course.

In case of unavailability of the course teacher, Accademia Dimitri reserves the right to propose a replacement teacher.

Under no circumstances may cancellation result in the client claiming damages or compensation in addition to the amount paid.

If the participant withdraws from the course due to illness or accident, the course fee paid will be refunded in full upon presentation of a medical certificate.

In the event that the participant cancels the course, the following rules apply:

- -if the cancellation is notified within 45 days of the start of the course, 100% of the course fee will be refunded.
- -if cancellation is notified within 30 days of the start of the course, 80% of the course fee will be refunded -if the cancellation is notified within 7 days of the start of the course, 20% of the course fee will be refunded
- -if the cancellation is notified after the last deadline mentioned above or if the participant abandons the course, the participant will not be entitled to any refund.

#### d) Location of the event (COURSES)

For organisational reasons and in order to ensure the success of the course, Accademia Dimitri reserves the right to change the venue (as long as it is in the same region, e.g. Locarno), in which case the client will be informed sufficiently in advance. The enrolment fee does not include any travel costs, board and lodging or any other services not specifically mentioned.

## e) Intellectual property (COURSES)

The intellectual property on the programme and course material and, in general, on all material relating to the event is the exclusive property of Accademia Dimitri.

The client is informed that the theoretical content and practical methodology applied by Accademia Dimitri, are confidential and constitute a trade secret (know-how) and professional secret of Accademia Dimitri and third parties entitled; therefore the client is obliged not to disseminate or disclose in any way, in whole or in part, the theoretical content and / or practice of the event. In particular, the client is forbidden to represent and elaborate on what he learns during the event, by any means and in any format, whether free of charge or not. In the event of failure to comply with this provision, the client shall be liable to pay compensation for the damage caused.

The client also undertakes to

to use materials and equipment made available by Accademia Dimitri with the utmost care and diligence to follow the rules of safety and conduct provided by Accademia Dimitri and the structure hosting the course

not to make video and/or audio recordings as indicated in point (f).

not to bring friends or relatives into the facility without asking written permission from the AD at least 24 hours in advance.

In the event that the client commits any of the above violations, Dimitri Academy will have the right to withdraw or have destroyed any illicit copies, recordings, photographs or filming, remove the client and/or no longer admit the client to any course organised by Dimitri Academy.

# f) Video or sound recordings (COURSES)

The client is not allowed to make video or sound recordings during courses.

## 8. Protection and processing of personal data

The online shop draws attention to the fact that the data provided at the time of concluding the contract is only recorded, processed and used to fulfil the obligation arising from the purchase contract. Data is collected and processed in accordance with the Federal Data Protection Act (DPA). Customer data is protected by appropriate measures and kept confidential. The use of data by Accademia Dimitri is solely for the purpose of providing the service. The customer expressly consents to the processing of his/her personal data in accordance with this agreement.

#### 9. Severability clause

The ineffectiveness of individual provisions of these General Terms and Conditions does not affect the effectiveness of the remaining provisions. In place of the ineffective provision, a new provision shall enter into force whose purpose is as close as possible to the original provision in terms of content.

10. Applicable law and place of jurisdiction

The legal relationship between the online shop and the customer is subject to Swiss substantive law, to the exclusion of the rules of international private law and the Vienna Convention on the International Sale of Goods.

The place of jurisdiction for natural persons is Locarno-Campagna.

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Contact / customer service

For questions please contact Accademia Dimitri - Stradòn 28 - 6653 Verscio email accademiadimitri@supsi.ch phone +41 58 666 67 50 Opening hours: Monday - Friday 09.00 - 12.00 o'clock