

Programme
Terms and Conditions





# ECA Campus - Programme Terms and Conditions

The following terms and conditions ("Terms and Conditions") represent an agreement between European Club Association ("ECA") and you ("you" or "your") regarding your application and participation in an education programme offered by ECA Campus ("Programme"). By submitting your application to enrol in a Programme as well as by enrolling in a Programme, you accept these Terms and Conditions in full.

# 1. Application

Please refer to the specific criteria which applies to each Programme. You are responsible for providing information, which is true, accurate and complete at the time of application. If you provide information which is misleading or fraudulent, ECA has the right to refuse your application. Please ensure that you have obtained any necessary permission to participate in a Programme in advance.

# 2. English Language Proficiency

Each Programme is conducted in English, and applicants are required to indicate their English proficiency level on the application form. ECA Campus may conduct an additional interview to assess your proficiency. It is your responsibility to ensure your English skills are sufficient for successful participation in the Programme before it begins.

## 3. Offer

If you fulfil the eligibility requirements at the time of application, ECA Campus will review your application and may, at its sole discretion, extend an offer letter to enrol in a Programme and ("Offer"). This Offer will, where applicable, contain the Fees for the Programme and If you receive an Offer, you must confirm your acceptance by email to <a href="mailto:campus@ecaeurope.com">campus@ecaeurope.com</a> within the specified deadline outlined in the Offer. If we do not receive your confirmation by email within the specified deadline, the Offer will expire.

#### 4. Fees

Your place in the Programme will not be guaranteed until the full fee as mentioned in the Offer has been received. The fee covers the tuition and access to equipment and course material. Unless otherwise agreed, there is no deposit or instalment process. Full payment of the fee has to be made within the term specified in the Offer. If payment is not received by the deadline, ECA reserves the right to cancel your participation in the Programme. Once paid, the Programme fees are non-refundable. If you decide to withdraw from a Programme but wish to defer your place or resume your Programme at a later date, ECA will try to accommodate such requests, but final decisions will be made at the absolute discretion of ECA.

# 5. Employment within an ECA Member Club

In case that employment at an ECA Member Club is an eligibility requirement to be admitted to the Programme and you cease to be employed at an ECA Member Club at a time where you have already applied or are enrolled, you must notify ECA Campus at the earliest opportunity.





If the Programme has started, you may be allowed to remain in the Programme as long as ECA receives and/or you share a formal approval signed by someone with a senior executive position in the relevant ECA Member Club, such as the President, Chair or a Member of the Board, CEO.

In case you leave your club but retain permission to participate as per the above, access to the ECA Campus Online platform and other areas may, at ECA's discretion, still be restricted.

#### 6. Withdrawal

Please promptly inform ECA Campus and any relevant Academic Partner(s) if you choose to withdraw from your Programme. Withdrawal from a Programme will result in ineligibility for any certificates.

# 7. Changes/Cancellation/Lecturers

If we must cancel your Programme due to circumstances beyond our control or insufficient Participants, we will notify you as soon as reasonably possible and will provide a refund of any fees paid in respect of sections of the Programme not delivered by the date of cancellation. No additional compensation will be available.

Where circumstances so dictate, ECA reserves the right to alter published >Programmes, lecturers/speakers, dates or venues, and Participants hereby waive any claim for compensation or fee reduction from ECA in such circumstances provided that ECA has acted reasonably whilst making such alterations. ECA shall endeavour to secure the participation of all lecturers/speakers as announced from time to time. However, ECA shall be entitled at any time to substitute any lecturer/speaker with any other person who, in ECA's sole discretion, it deems suitably qualified to present the relevant course. In such circumstances, no discussion regarding recourse or compensation relating to such substitutions will be entered into by ECA.

## 8. Force Majeure

ECA is not liable for failure to deliver a Programme that is caused by events outside our reasonable control.

# Your Participation

#### 9. Attendance

Please consult your Programme Guide for detailed information on the minimum participation requirements and whether sessions will be recorded. ECA reserves the right to remove you from the Programme in the event that you fail to meet the minimum participation requirements.

## 10. Rules of Conduct & Behaviour

All participants agree to abide by the rules of conduct which are set out in article 9 of the ECA Statutes (ed. March 2023). Said rules of conduct are hereby incorporated by reference and can be accessed at the ECA website (Click here for the statutes).





ECA reserves the right to immediately (and without prior notice) remove from any session or Programme any participant whose behaviour is deemed inappropriate by ECA or its lecturers. For the avoidance of doubt, this may include any acts of harassment, discrimination or otherwise disruptive behaviour. Removal from a session or Programme may result in the forfeiture of all paid fees and ineligibility for future Programmes made available by ECA.

#### 11. Mobile Phones

As a courtesy to other participants, please ensure that your mobile phone is set to silent whilst participating in sessions. If you need to take a call, we kindly ask you to leave the room.

## 12. Confidentiality

All information and course content delivered must be kept for internal use. You must not disclose any confidential information outside of the Programme. The "Chatham House Rules" apply to any private and/or group discussion held with others in relation to and during any of the Programme sessions and this during the entire course of the Programme. Participants hereby acknowledge that breach of these obligations constitutes a material violation of the Programme Terms and Conditions.

The intellectual property rights in the materials available during each Programme are owned, as applicable, by ECA, the Programme partners or the lecturers/speakers. The learning materials may not be copied, reproduced, edited, uploaded, posted, displayed or linked to in any way, in whole or in part, without ECA's prior permission. You may not use any marks, logos or other intellectual property of ECA, Programme partners or any third party without prior permission.

In the event of any unauthorised sharing, reproduction or distribution of Programme materials, the Participant shall (a) immediately cease the unauthorized activity upon notification by ECA, (b) provide a written undertaking to prevent future breaches, and (c) be subject to a potential removal from this Programme and ineligibility from any future Programmes made available by ECA. In addition, ECA retains the right to pursue legal action for potential intellectual property infringement and seek injunctive relief to prevent further unauthorized use.

#### 13. Personal Work

You must allocate a dedicated amount of personal time outside of the sessions to work on the Programme content, in order to prepare fully for each session. You must comply with all reasonable instructions provided to you by ECA or the Programme partner. You must ensure that all work you submit is entirely your own.

#### 14. Travel & Accommodation

You must arrange your own personal travel to and from the destination where the onsite learning is taking place. You should arrive and leave at a time that will not affect your participation in the Programme sessions. ECA will recommend accommodation options, and this will typically be the meeting point for onsite transfers. Unless otherwise communicated, all costs of travel and accommodation are covered by you, and you are responsible for booking your own accommodation during the sessions. Transfers upon arrival will not typically be organised.





#### 15. **Visa**

You must ensure you have the appropriate visa (if required) to enter the country(ies) where the Programme sessions will take place. ECA Campus team will assist you with the invitation letter where needed. Participants must request an invitation letter sufficiently in advance and the ECA administration will not be held responsible for any delays.

## 16. Personal Insurance

You must ensure you have the appropriate personal health, accident and repatriation insurance to the levels required by the applicable laws, which covers your presence at each session.

# 17. Health & Safety

You will be expected to wear suitable clothing and footwear during the Programme sessions and follow the health and safety instructions of the ECA Campus team at all times. You must also comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which the training courses are provided.

# 18. Technology

ECA does not warrant that the provision of any content online will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions. Participants hereby acknowledge that all online platforms are provided "as is" without any warranties and therefore ECA makes no guarantees regarding continuous platform availability, performance or speed.

# 19. ECA Campus Online

The login for the online learning platform is for your personal use only. No one else must use your login to access to platform. The content on the platform must not be shared or copied. The ECA Campus team shall endeavour to make the presentations available to participants at earliest convenience. The use of presentations is subject to clause 12 of the Terms and Conditions.

Upon registration to ECA Campus Online, you will be required to accept Terms and Conditions which are specific to the online learning platform. For the avoidance of doubt, ECA shall not be liable for any direct or indirect damages from use of the ECA Campus Online platform.

# 20. Certificate

Please refer to your Programme Guide for information on the requirements for earning a certificate and details on the type of certificate awarded upon completion.

## 21. ECA Campus Alumni

Participation in the programme offers you an opportunity to join the ECA Campus Alumni Association and continue your learning with access to resources and a wider community of likeminded learners. Please contact <a href="mailto:campus@ecaeurope.com">campus@ecaeurope.com</a> should you wish to opt out.





## Privacy

#### 22. Your Personal Data

ECA commits to processing personal data in accordance with the applicable General Data Protection Regulation, therefore Participants are entitled to the following rights as referred to therein: Right of Access; Right to Rectification; Right to Erasure; Right to Restriction of Processing and the Right to Data Portability. ECA and/or the Programme partner shall collect the following personal data from you and you hereby consent to such collection and processing: (i) name, surname (ii) contact details, (email, phone number) (iii) date of birth, (iv) country of residence, and (v) any other information you may voluntarily provide as part of your application (e.g. Curriculum vitae).

The above data is necessary for the purpose of administering your application, for properly undertaking the obligations necessary to provide you with the Programme, and for undertaking internal research tasks and it is processed solely for these purposes. To fulfil these purposes, ECA shall only share personal data with third parties either (i) with your explicit consent, (ii) who are other participants, for networking purposes, (iii) who are directly involved in Programme delivery such as academic partners, or (iv) when required by law or legal proceedings.

If you accept the Offer, your personal data is processed on the basis that such processing is necessary to enter into and perform the Contract with you.

You will have a right of access to your data and the right to modify them by contacting ECA at Campus@ecaeurope.com.

You acknowledge and accept that we may share certain of your personal data with our academic partner(s) when necessary for the purpose of administering the Programme as well as with other participants to the Programme for networking and education purposes.

You hereby acknowledge that we will keep certain of your personal data (i.e. name, surname, contact details) once your Programme is complete for the purpose of adding you to the ECA distribution list, alumni communications and providing you with updates about new ECA initiatives, news, programmes, events invitations. You may object to such processing at any time by contacting ECA at Campus@ecaeurope.com.

## 23. Photographic & Video Reproduction & Display

You acknowledge and agree that any recordings, photographs, or videos of you ("Recordings") may be reasonably used, in whole or in part, on ECA platforms (including the ECA website, social media, or other promotional channels). These Recordings may be utilized across all media formats—audio, visual, audiovisual, electronic, or otherwise—whether existing or developed in the future, and may be used worldwide, without restriction, in perpetuity, for any ECA purpose.





To the extent allowed by law, you grant ECA (and its subsidiaries) all permissions, consents, licenses, and waivers needed for ECA (and its subsidiaries) to fully use or otherwise exploit the Recordings above without liability or acknowledgment to you. This includes waiving any image, personality, appearance, or similar rights under applicable laws. You agree not to claim, use, sell, or exploit any of the rights granted to ECA (and its subsidiaries) under these Terms and Conditions for any reason.

#### General

## 24. Agreement

This Contract constitutes the complete agreement between you and ECA. Any prior agreements, arrangements, or understandings—whether written or verbal—related to your admission to the Programme will have no legal effect unless specifically included in this Contract.

## 25. Liability

Opinions expressed in Programme materials are those of individual lecturers and not necessarily those of ECA. Participants should take professional advice when dealing with specific situations.

To the maximum extent permitted by law, ECA shall not be liable for data, failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence) strict liability or otherwise. Participants hereby acknowledge and agree that reliance on Programme content is entirely at the Participant's own risk and ECA shall not be liable for the results or consequences of any professional decisions made by participants based on Programme materials. ECA makes no guarantees whatsoever in respect of any specific professional outcomes, development or opportunities in relation to the Programme.

# 26. Governing Law and Jurisdiction

These Terms and Conditions shall be governed and construed pursuant to the laws of Switzerland. Any dispute, which may arise between the parties with regard to these Terms and Conditions or in connection thereto, including those concerning its validity, effectiveness, interpretation, performance, and termination, shall be submitted solely to the competent courts of Switzerland.

## 27. Terms and Conditions Breaches

Without prejudice to any other relevant remedy, any breach of these Terms and Conditions may lead to suspension or expulsion from the Programme. Any decision in this regard is made by the Education Advisory Panel. In case of suspension or expulsion, ECA will neither refund any fees nor reimburse any other costs.

