



# UEFA Academy

## Participants Terms and Conditions

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# UEFA Academy – Participants Terms and Conditions

## 1 Introduction

- 1.1 These terms and conditions (“Terms and Conditions”) represent an agreement between Union des Associations Européennes de Football (UEFA) (“UEFA”, “us”, “we” or “our”) and you (“you” or “your”) for your participation to our education programmes provided to you under the label UEFA Academy.
- 1.2 In these Terms and Conditions, the following words shall have the meanings set out below unless the context requires otherwise:

“Academic Partner(s)”	the teaching institution that is in charge of all academic matters of the Education Programme.
“Academic Regulations”	the academic terms and conditions which are published by our Academic Partners and apply to your taught Education Programme.
“Academic Year”	the period for which your Education Programme runs.
“Contract”	the agreement between you and us in relation to your participation in an Education Programme supported by the UEFA Academy. These Terms and Conditions and any instructions, policies and procedures referred to in this document form the Contract.
“Education Programme”	your registered programme of study with the UEFA Academy.
“Learner’s Guide”	the document published by the UEFA Academy and the Academic Partner for an Education Programme.
“Offer”	an offer in writing of a place on an Education Programme.
“Participation Fee”	the fee you are required to pay to register with us for your Education Programme.
“UEFA”	the Union des Associations Européennes de Football with its registered office at Route de Genève 46, 1260 Nyon 2, Switzerland.
“UEFA Academy”	the business unit and label created by UEFA that supports the Education Programmes established by UEFA in collaboration with our Academic Partner(s).

## 2 Application

- 2.1 You may apply for participating in our Education Programme in accordance with the specific instructions outlined on our website and any application form.
- 2.2 You are responsible to provide true, accurate, current and complete information at the time of your application.
- 2.3 If you provide incorrect, incomplete or fraudulent information at the time of your application, we may refuse to consider your application.

## 3 Offer

- 3.1 If you meet the requirements for admission at the time of your application, we will consider your application and may, at our entire discretion, make you an Offer.
- 3.2 If you do not meet the requirements for admission or if we are unable to make you an Offer, we will inform you as soon as practicable.

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- 3.3 You can accept the Offer by sending a confirmation email to the UEFA Academy within the set deadline in the Offer.
- 3.4 If you do not confirm your acceptance within the set deadline, your Offer will lapse.

### 4 Our obligations

- 4.1 We shall:
  - 4.1.1 deliver your Education Programme with the support of our Academic Partner(s) with reasonable care and skill and in accordance with the description of the Education Programme as published on our website.
  - 4.1.2 upon reasonable and timely request, provide you with an acceptance email to obtain the necessary authorisation or permission to participate on the Education Programme. For the avoidance of doubt, you accept that we have no responsibility if you are unable to obtain the necessary authorisation or permission.
  - 4.1.3 inform you as soon as practically possible should the Education Programme's effective dates or location change before or during the sessions.

### 5 Your obligations

- 5.1 You shall:
  - 5.1.1 comply with the Learner's Guide of your Education Programme, the Academic Regulations and the terms of the Contract, including ensuring that all work you submit is entirely your own. If you breach or fail to comply, we reserve the right to terminate the Contract with you and withdraw you from your Education Programme, without any liability to you.
  - 5.1.2 acknowledge the confidentiality of UEFA's business and undertake with UEFA at all times (both during and after the Education Programme) to keep all information relating in any way to the Contract, the Education Programme and/or UEFA's business strictly confidential and not, either during or after the Education Programme, to disclose any such information without UEFA's prior consent to any third party either directly or indirectly.
  - 5.1.3 comply at all times with any obligations imposed by any applicable laws.
  - 5.1.4 obtain sufficiently in advance any necessary authorisation or permission whatsoever to participate on your Education Programme, including any visa or permit. If you fail to demonstrate that you have a valid immigration status effective as of the first day of the Education Programme, we reserve the right to unilaterally terminate the Contract and withdraw you from your Education Programme, without liability to you.
  - 5.1.5 ensure that you have sufficient accident, health and repatriation insurance to the levels required by the applicable laws, as well as sufficient funds available to support yourself during your Education Programme.
  - 5.1.6 ensure that you have all the necessary and appropriate material for your participation on your Education Programme.
  - 5.1.7 inform UEFA Academy and our Academic Partner(s) without delay if you decide to withdraw from your Education Programme. If you withdraw from your Education Programme, you will not be entitled to obtain

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any certificate nor university credit in accordance with Academic Regulations.

### 6 Fee

- 6.1 If we require the payment of a Fee for your participation in the Education Programme, you shall pay the agreed Fee to us. You will not be able to take part in the Education Programme until your Fee is paid in full.
- 6.2 Until all outstanding Fees are paid to us, we reserve the right at any time to suspend or withhold all education related services.
- 6.3 The Fees once paid, are non-refundable in all circumstances. If your Fees are being paid by a third party, you shall inform the third-party in advance that the Fees are non-refundable.

### 7 Payment

- 7.1 You agree to pay all the Fees required for your Education Programme within the deadline set out in the Offer, and to e-mail your proof of payment (i.e. copy of the bank transaction, including reference to a BIC code, a SWIFT code or a traceable equivalent) to us within the same deadline.
- 7.2 The payment details will be supplied to you in the Offer.

### 8 Cancellation or modification of your Education Programme

- 8.1 If we are forced to cancel your Education Programme because of matters beyond our control or in the event of insufficient participation, we will inform you as soon as is reasonably practicable and will refund the Fees paid to date. You shall have no claim for any form of compensation.
- 8.2 If we are forced to deliver your Education Programme online, in whole or in part, because of matters beyond our control, we will inform you as soon as is reasonably practicable. You shall have no claim for reduction, refund or any form of compensation.

### 9 Intellectual Property

- 9.1 In general, where you create intellectual property in the course of your participation on your Education Programme which is capable of protection under copyright or moral rights, you will retain those intellectual property rights.
- 9.2 Where we use work created by you, it will generally acknowledge you as a creator of that work. However, there may be circumstances in which it is not appropriate for you to be identified as the creator of the work, for example where we publish anonymised extracts from exam papers, presentations or other examples of your work. In such circumstances we will ask you to waive any applicable rights.
- 9.3 You shall not use any marks, including but not limited to trademarks, service marks or logos belonging to UEFA or use the name of UEFA or of any of its competitions/events and/or activities for promotional, advertising or any other purposes without prior written approval of UEFA. Furthermore, you have absolutely no rights in this respect and cannot associate yourself in any manner whatsoever, directly and/or indirectly, with UEFA or any of UEFA's competitions, events and/or activities.

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### 10 Privacy

- 10.1 We collect the following personal data from you:
- Name, surname
  - Contact details (email, phone)
  - Date of birth
  - Country of residence
  - Curriculum vitae (educational and professional background)
- 10.2 The personal data collected is necessary for the purpose of administering your application and, if you accept the Offer, your Education Programme.
- 10.3 Your personal data is processed on the basis that such processing is necessary to enter into and perform the Contract with you.
- 10.4 You will have at any time a right of access to your personal data and the right to modify them by sending an email to [academy@uefa.ch](mailto:academy@uefa.ch)
- 10.5 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 Education Programme as well as with other participants to the Education Programme for networking and education purposes.
- 10.6 **You hereby acknowledge that we will keep certain of your personal data (i.e. name, surname, contact details) once your Education Programme is complete for the purpose of adding you to the UEFA Academy Alumni distribution list and providing you with updates about new programmes, events invitations and access to UEFA Academy Online. You may object to the processing of your personal data at any time by sending an email to [academy@uefa.ch](mailto:academy@uefa.ch)**
- 10.7 By accessing or using our website, or submitting your personal data to us, you acknowledge and agree to UEFA's use of such data in accordance with the UEFA Privacy Policy set out at <http://www.uefa.com/privacypolicy.html>.
- 10.8 You hereby agree to any recordings, photographs, films of your person ("Recordings") being used and/or exploited in the whole or in part on any of the UEFA Academy platforms (such as UEFA Academy's website or any other sites used by UEFA Academy for promotion purposes), in any and all media, audio, visual, audio-visual and/or electronic form, whether known or hereafter developed or discovered, and those recordings being used and/or exploited in whole or in part by the UEFA Academy for whatever purpose by any and all means via any and all current and/or future media throughout the world in perpetuity and without restriction.
- 10.9 To the extent permitted by law, you consent and grant to UEFA (and its subsidiaries) all permissions, consents, licences and waivers necessary to enable UEFA (and its subsidiaries) to make the fullest use or of or to otherwise exploit the Recordings described in clause 10.8 above without liability or acknowledgment to you (including the waiver of any and all image, personality, appearance or similar rights under the applicable laws). You shall not assert any claim to use, sell or exploit any of the rights granted to UEFA (and its subsidiaries) pursuant to these Terms and Conditions for any reasons whatsoever.

### 11 General

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- 11.1 The Contract constitutes the entire agreement between you and us. All previous agreements, arrangements and understandings between you and us relating to your admission on to your Education Programme, whether written or oral, shall have no legal effect unless expressly set out in the Contract.
- 11.2 The Contract, and any other matters arising out of or in relation to the Contract, are governed by and construed in accordance with Swiss law.
- 11.3 Any disputes arising out of or in connection with the Contract and the Education Programme shall be finally settled by the Courts of Vaud, Switzerland, which will apply their own procedural laws.

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