

# Creative Gym™

## **General Terms & Conditions – Creative Gym Membership & Programs**

*Effective as of July 1st, 2025*

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### **1. General**

1.1 These General Terms and Conditions apply to all memberships and programs offered by Creative Gym.

1.2 By registering for and participating in any Creative Gym membership or program, the participating organisation (and its representatives) and/or participating individual agree to be bound by these terms.

1.3 These terms are supplementary to any specific agreement between Creative Gym and the member or participating organization (and its representatives). In the event of a conflict, the specific agreement shall prevail.

1.4 Creative Gym reserves the right to update these Terms and Conditions. In such cases, members and participating organizations (and its representatives) will be informed in a timely manner.

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### **2. Services**

2.1 Creative Gym provides training and coaching programs, educational resources and tools designed to enhance all aspects of creativity for individuals, teams, and organizations.

2.2 Services include in-person and online training sessions, custom coaching, annual membership programs, and access to digital learning tools.

2.3 All services aim to support the long-term growth and impact of creative capabilities.

2.4 Creative Gym will assist members, participating organizations (and its representatives) and individual participants with session scheduling, program-related inquiries, and relevant support.

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### **3. Registration and Access**

3.1 Membership registration is complete once the Membership Agreement is signed and the membership fee is paid in full to Creative Gym.

3.2 Program registration is completed through the designated registration form or another method as communicated by Creative Gym within the set deadlines.

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3.3 Following registration, participants will receive confirmation and/or calendar invitations by email.

3.4 Access to programs and related services is subject to availability and contingent upon full payment, unless otherwise agreed.

3.5 Creative Gym reserves the right to refuse registrations without obligation to provide a reason.

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## 4. Costs and Payment

4.1 All membership and program fees are published on [www.creativegym.co](http://www.creativegym.co) and are subject to change. Unless otherwise noted, fees include tuition, course materials, and program resources.

4.2 Required billing details (e.g., PO number) must be submitted within one week after registration.

4.3 Invoices are issued upon receipt of billing information.

4.4 Payment is due within 30 days of the invoice date unless agreed otherwise. Failure to pay may result in cancellation.

4.5 All fees communicated by Creative Gym are exclusive of VAT.

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## 5. Cancellation and Changes

### 5.1 Individual & Team Programs

- Free cancellation or rescheduling is allowed up to 7 days before the program date.
- Cancellations or rescheduling within 7 days incur a cancellation fee of €250 per person.
- No-show without notice results in a no-show fee of €500 per participant.
- Substitute participants from the same organization are allowed if reported at least 48 hours in advance.

### 5.2 Custom Programs & Custom Partner Programs

- Free cancellation or rescheduling is allowed up to 30 days before the program date.
- Cancellation within 30 days incurs a cancellation fee of €5,000.
- Rescheduling within 30 days incurs a rescheduling fee of €3,750.
- Individual registered participants may cancel up to 7 days in advance. Within 7 days, a €250 fee applies.
- The no-show fee without notice results in €500 per participant.

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- Substitute participants from the same organization are allowed if reported at least 48 hours in advance.

## 5.3 Membership '*Champions of Creativity*'

- Cancellation must be submitted in writing/email at least 30 days before the start date.
- Termination after the start of the membership term is non-refundable.

## 5.4 Open Programs

- Cancellation with full refund is allowed up to 60 days before the start date.
- Cancellation with no refund is allowed up to 30 days before the start date.
- Cancellation or termination within 30 days before the start date or after the start date will not result in a refund.
- Cancellations within 30 days will also incur a no-show fee of €2,500 per participant.
- Rescheduling of the program is not possible due to fixed modules and dates.
- Substitute participants are allowed if reported at least 2 weeks hours in advance and are subject to Creative Gym approval.

## 5.5 Creative Gym reserves the right to cancel, reschedule, or adjust a program due to:

- Insufficient registrations
- Force majeure or unforeseen circumstances
- Program partner availability changes

Participants will be offered:

- A new date
- An alternative program
- A full refund, if applicable

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## 6. Program Content and Delivery

6.1 Program content and schedules are listed on [www.creativegym.co](http://www.creativegym.co).

6.2 Creative Gym strives to adhere to published schedules but reserves the right to make changes as necessary.

6.3 Programs may be delivered online, in person, or hybrid. Participants must ensure they have appropriate technology and internet access.

6.4 Participants will receive a (digital) certification or participation badge upon successful completion.

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## **7. Code of Conduct**

7.1 Professional and respectful behavior is required. Disruptive behavior may result in removal without refund.

7.2 All materials provided are owned by Creative Gym and its partners and/or coaches. Reproduction or commercial use without written permission is prohibited.

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## **8. Intellectual Property**

8.1 All tools and content (e.g., presentations, handouts, digital materials) remain the property of Creative Gym and its partners and/or coaches.

8.2 Use of Creative Gym materials for commercial purposes without written permission is prohibited.

8.3 Creative Gym may record sessions (audio/video) for internal quality control purposes.

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## **9. Liability**

9.1 Creative Gym is not liable for damage, loss, or expenses unless caused by intent or gross negligence.

9.2 No liability is accepted for indirect losses such as consequential damages or lost profits.

9.3 Participants are responsible for their personal belongings.

9.4 Participants are responsible for their own health and safety during in-person events.

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## **10. Confidentiality**

10.1 Both parties shall keep all confidential information shared during participation strictly confidential.

10.2 This obligation continues during and after participation and applies to all parties involved.

10.3 Confidential information may only be shared with third parties if required by law or with prior written consent.

10.4 Both parties must take reasonable measures to safeguard confidential information.

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10.5 Participants who share third-party confidential information are responsible for ensuring they have the necessary rights.

10.6 Materials shared by participants with Creative Gym will only be used for educational purposes.

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## 11. Force Majeure

11.1 In the event of force majeure (e.g., pandemic, natural disaster, illness, or government regulations), Creative Gym may cancel, postpone, or adapt sessions without liability.

11.2 In such cases, alternatives such as new dates or digital participation will be offered.

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## 12. Privacy and Use of Personal Data

12.1 Creative Gym processes personal data in accordance with the GDPR.

12.2 Personal data is used solely for:

- Managing registration and payments
- Communicating training information
- Providing relevant updates

12.3 Data is not shared with third parties unless necessary for service delivery or required by law.

12.4 Participants may request access, correction, or deletion of their data via:  
[team@creativegym.co](mailto:team@creativegym.co)

12.5 Personal data is retained only as long as legally required or necessary for service delivery.

12.6 For full details, please refer to our Privacy Policy at [www.creativegym.co](http://www.creativegym.co).