

TERMS AND CONDITIONS

Brand Promise

TERMS AND CONDITIONS

The following Terms and Conditions apply to the brand promise starting on 15 February 2024 and is valid until notified by Improve International as terminated.

The brand promise is promoted by Improve International Limited, with registered office at Alexandra House, Whittingham Drive, Wroughton, Swindon, Wiltshire, SN4 0QJ, England, with VAT number 100 1348 86 ("IMPROVE INTERNATIONAL").

The brand promise is valid for veterinary surgeons, veterinary nurses and veterinary paraprofessionals aged over 18 years old and who have booked a modular certificate programme. It will be available just for the United Kingdom and Ireland residents.

PARTICIPATION TERMS

- A. The brand promise consists of 100% money-back guarantee for the following modular certificate programmes ("Programmes") and under the current Terms and Conditions ("Brand Promise"):
 - a. Postgraduate Certificate Programmes (PgC);
 - b. ISVPS General Advanced Certificate Programmes (GPAAdvCert);
 - c. ISVPS General Practitioner Certificate Programmes (GPCert);
 - d. ISVPS Foundation Certificate Programmes (FCert) – excludes the Accelerated Emergency Certificate Programme;
 - e. ISVPS Nurse Advanced Certificate Programmes (NAdvCert);
 - f. ISVPS Nurse Certificate Programmes (NCert);
- B. The Brand Promise is valid for veterinary surgeons, veterinary nurses and veterinary paraprofessionals aged over 18 years old ("Participants").
- C. The Brand Promise starts on 15 February 2024 and applies to new bookings in the Programmes after this date. Improve International has the right to terminate the Brand Promise at any time.
- D. The Participants that want to participate in the Brand Promise will need to enrol in a Programme through the Improve Veterinary Education website or CPD Advisor team and make the corresponding payment and attend the purchased programme.

Improve International Ltd.,

Alexandra House, Whittingham Drive, Wroughton, Swindon, Wiltshire, SN4 0QJ

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- E. In the case that after the Participant attends their first module, the Programme has failed to deliver the learning objectives as detailed on the website of the first module attended by the Participant, the Participant can request to Improve International a 100% money-back within 30 consecutive days from the start date of the first module attended.
- F. The Participant can join after the starting module of the Programme and the Brand Promise will still apply. In this case, the 30 days will start from the first module that the Participant shall attend after the booking date.
- G. To request the 100% money-back the Participant shall **a)** call to 01793 759159 and present detailed evidence of why the module attended has not met the learning objectives; **b)** send the detailed evidence of the failure of meeting the module objectives and request the refund by email to Improve International using email address: enquiries@improveinternational.com.
- H. After the 30 consecutive days from the start date of the first module attended no claims can be made according to the Brand Promise present Terms and Conditions, and the Participant cannot be considered under the Brand Promise campaign.
- I. In case the Participant does not attend the first module after their booking, the Participant will lose the possibility to request the money back and will be considered as booked in full on the Programme and Improve standard Terms & Conditions will apply.
- J. The call register and the email sent by the Participant within the 30 days will be used by the Programme Coordinator as proof of the Participant claim under the present Terms and Conditions, and the reasons appointed by the Participant, under point G) above will be analysed by the Operations Manager.
- K. Within 7 business days after the day of the Participant call and the reception of the email, Improve will contact the Participant to communicate the final decision in writing.
- L. If agreement has been made to refund the amount this will be returned to the original payment method in the next 30 days of the communication to the Participant of the final decision.
- M. The progression (Upgrade) of the GPCert to PgC is not included in the Brand Promise.
- N. All other standard Terms and Conditions apply. You will not be able to claim the money-back guarantee for events which are outside of our control such as natural disasters (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labour strikes), and infrastructure failures (transportation, energy).
- O. You will not be able to claim money-back for any course changes due to speaker absences, illnesses or travel delays.

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- P. The Brand Promise is subject to these Terms and Conditions, and also to Improve general Terms and Conditions detailed on our website.
- Q. The Brand Promise cannot be used in conjunction with any other discount campaigns, offers, promotions or sales.
- R. The Brand Promise cannot be exchanged by another promotion or discount and is not or converted in cash or redeemed in any other form.

GENERAL TERMS

- A. All Improve International employees are excluded from the Brand Promise.
- B. Improve International expressly reserves the right to exclude from the Brand Promise any Participant who does not comply with the Terms and Conditions.
- C. Improve International expressly reserves the right to disqualify any Participant who deliberately attempts to falsify the Terms and Conditions.
- D. Improve International expressly reserves the right to amend the present Terms and Conditions at any time.
- E. Improve International reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Brand Promise with or without prior notice due to reasons outside its reasonable control (including, without limitation, in the case of technological malfunction or, anticipated suspected or actual fraud). The decision of Improve International in all matters relating to the Brand Promise is final and no correspondence will be entered into. In the event that Improve International permanently discontinues the Brand Promise pursuant to this paragraph, the Participants in the Brand Promise shall be released from their obligations to Improve International under these Terms and Conditions.
- F. **Liability** - There are certain things for which Improve International does not accept any liability to you, and these are explained in the next three paragraphs. The law does not allow Improve International to exclude or limit its liability for some things, such as death or personal injury caused by its negligence, or loss caused by a false statement where the statement is made fraudulently. Improve International accepts full liability for these matters and all matters for which it cannot, under law, exclude or limit its liability. Otherwise, the exclusions of liability described below will apply. References to the "Improve International" include all of Improve International's respective parents, affiliated companies, subsidiaries, officers, directors,

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employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the Brand Promise, and all of their respective officers, directors, employees, agents and representatives or any other third party involved in the Brand Promise.

Subject to the above paragraph, Improve International will not be responsible for (and will have no liability in connection with) acts, omissions, and occurrences beyond Improve International's reasonable control, including but not limited to:

- a) damage, loss, liabilities, injury or disappointment incurred or suffered by any Brand Promise or as a result of accepting any Brand Promise;
- b) problems with the allotment or dispatch of the Brand Promise (such as Brand Promise failing to reach the intended recipient); and
- c) any act, omission or default of any third-party supplier.

Improve International is not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, postage-due or garbled orders, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Terms and Conditions, in any Brand Promise - related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Brand Promise or booking of Improve International courses, including, without limitation, errors or difficulties which may occur in connection with the administration of the Brand Promise, the processing of entries, or the announcement of the Brand Promise or in any Brand Promise related materials.

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Improve International is also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilised in the Brand Promise. Improve International is not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Brand Promise or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Brand Promise or website or attempt to undermine the legitimate operation of the Brand Promise by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of the Sponsor or who are in violation of these Terms and Conditions, as solely determined by Improve International, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of this Brand Promise is unlawful and subject to legal action by Improve International and/or their respective agents. Entries generated by a script, macro or other mechanical or automated means will be disqualified. Improve International shall have the sole right to disqualify any entrant for violation of these Terms and Conditions or any applicable laws relating to the Brand Promise, and to resolve all disputes in its sole discretion. Improve International makes no warranty, guaranty or representation of any kind concerning the Brand Promise (or any portion thereof), and (b) disclaim any implied warranty. Improve International's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE BRAND PROMISE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, IMPROVE INTERNATIONAL RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. IMPROVE INTERNATIONAL'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

- G. Improve International grants the Participants the right to access, update and correct their personal information in accordance with applicable data protection legislation in each relevant country, including in particular the EU General Data Protection Regulation ("GDPR") and its national implementing legislation. The Participant must contact the Improve International general country email available on the contact section of the website www.improveinternational.com.

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- H. The participation on this Brand Promise requires previous knowledge and full acceptance of this regulation and other Terms and Conditions, available at the time of registration, including Privacy Policy and Cookie Policy.
- I. The Brand Promise acknowledges that has read and understood the Present Terms and Conditions for the Brand Promise. The whole text of the present Terms and Conditions has been written in English and for legal purposes considered the valid language for interpretation.
- J. Any exceptional situation, not foreseen on this regulation, will be assessed and solved individually by Improve International.
- K. **APPLICABLE LAW** – This Brand Promise, and any dispute or claim arising out of or in connection with them (including the, shall be governed by and construed in accordance with UK law. By entering or participating, you agree that the laws of the UK and these Terms and Conditions apply. As a condition of participating in this, you agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Brand Promise or the Terms and Conditions, shall be resolved individually through binding arbitration in accordance with the commercial arbitration rules of London Court of International Arbitration_(LCIA), without resort to any form of class action. By booking the Brand Promise, you signify that you understand and agree that the arbitration of any and all disputes related to these Terms and Conditions shall be instead of a trial before a court or jury or a hearing before a government agency and that they are expressly waiving any and all right to a trial before a court or jury or before a government agency regarding any disputes and claims which you may have. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental or consequential damages (including reasonable attorneys’ fees), other than your actual out-of-pocket expenses (i.e. costs associated with entering this Brand Promise) and you further waive all rights to have damages multiplied or increased.

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