

General Terms and Conditions of YES

1. Scope of Application

The General Terms and Conditions (GTC) apply to all programmes and services by Young Enterprise Switzerland (YES). The GTC are part of all contracts and agreements and apply to all users and customers of programmes and services by YES.

2. Cause

YES is an independent non-profit organisation and provider of practice-oriented economy and opinion-forming programmes in Switzerland. Students deal with the interaction of economy, society, and environment and learn how to act entrepreneurial, how to engage in a dialogue, how to form an opinion, and how to take responsibility.

Cause of these GTC is the use of programmes and services, which YES provides to all parties (non-conclusive: students, teachers, volunteers, YES alumni, participants, affiliates). The following information and communication channels are being employed:

1. The website <https://yes.swiss/>.
2. The online platforms provided by YES.
3. The Learning Management System (LMS) by YES yes.easylearn.ch.
4. Microsoft Team and Microsoft Outlook for online communication, video conferences, and emailing.
5. Social media platforms such as LinkedIn, Facebook, Twitter, YouTube, TikTok, and others.

The agreement to these GTC ensues by using the provided services and platforms. Upon signing up for the online platform, the parties are requested to confirm their agreement to the GTC by ticking the respective box.

The participation in specific programmes is governed by the respective eligibility requirements and – where needed – completed with the consent of the parents. The eligibility requirements are integral and binding components of these GTC for the specific programmes.

3. Services

For each programme, the service offer by YES entails the following range of services: provision of learning and teaching materials, planning and conducting of events with YES, planning and conducting of events with affiliates, organisation of volunteers, support hotline, Programme Managers as contact for programme-related questions, and certification of participating parties. Some offers can entail further services, which are elaborated on in the respective eligibility requirements.

YES can and may change the range of services or discontinue the performance of services at any moment. The parties will be informed about such modifications in a timely manner.

4. Payments

Certain programmes and services by YES are subject to a charge. This is regulated in the respective eligibility requirements.

Each amount payable by students or participants is defined in the respective eligibility requirements and will further be communicated through the online platform in a timely manner. Invoices and fees are to be paid within the payment period. Reminders and late notices will be sent by email. YES reserves the right to handle larger payments directly with schools and other stakeholders. All transactions are to be made in CHF.

5. Events

Generally, each enrolment for mandatory or voluntary events is binding. Last-minute cancellations will not be accepted and will be treated as unjustified absence (see respective eligibility requirements or leaflet of event). Last-minute cancellations refer to cancellations less than two weeks before the date of the event. Generally, unjustified absence after binding enrolment will be sanctioned with CHF 100.00. YES reserves the right to adjust the sanction in certain cases such as illness, accident, or bereavement in close environment.

Furthermore, the conditions regarding enrolment for a certain event are regulated in the respective eligibility requirements or the information leaflet.

6. Contest

Each year, YES conducts national contests in certain programmes such as Youth debates or the Company Programme. Details about the contests are regulated in the respective eligibility requirements.

YES expects all participants to show respectful behaviour towards others. Any kind of manipulation or other method to get an unjust advantage over others is strictly prohibited and may lead to elimination depending on the severity of the misdemeanour. Eliminations and sanctions are regulated in agreement with the contest board and teachers. The decision is taken by the head of programmes.

7. YES Marketplace

YES operates an online marketplace for the Company Programme through which the mini enterprises, which participate in the contest, can offer and sell their products and services.

The purchase agreement comes into being between the buyer and the respective mini enterprise. Products and services can be tentatively placed in a cart and the entries before sending the binding order can be corrected at any time. The agreement comes into being when the buyer accepts the products or services in the cart by pressing the order button. After sending the order, the buyer will receive a confirmation by email.

In addition to the stated product prices, shipping fees will be incurred. The buyer will be informed about the amount through the respective offer of the mini enterprises. The mini enterprises govern the type of payment themselves. The products remain in possession of the mini enterprise until the full payment has been completed.

If the buyer issues a complaint regarding the product or service, the order, the delivery, or the performance of the contract, YES will forward them to the mini enterprises. Upon receiving a complaint, YES will send a confirmation of receipt to the complainant as soon as possible. The complaint will be reviewed regarding justification and possible solution to be proposed to the complainant within a reasonable period by YES and the mini enterprise.

8. Warranty

YES will perform its services diligently and properly within the frame of its capabilities and foreseeable demands as long as YES will not be hindered by represented circumstances.

The interested parties know that YES performs its services via the internet and by utilizing communication networks. Namely due to technical errors, system malfunction, dis- or interruption of communication networks, as well as failure of IT infrastructures, phone lines or other parts of required infrastructure, temporary interferences, or disruptions of the service performance by YES may occur. Thus, YES does not guarantee an uninterrupted availability and lack of error of its services.

9. Liability and Insurance

To the extent permitted by law, YES assumes no liability for any kind of damage including losses and secondary damage, especially if resulting from programme and event participation or utilization of the website, YES platforms, the LMS or links as well as resulting technical flaws of any kind. This applies to auxiliaries, volunteers, partners and participants of programmes. The list is non-conclusive.

The students or participants shall be responsible for obtaining an accident, liability, or other appropriate insurance.

10. Intellectual Property

The learning and teaching materials provided by YES, the websites by YES, and all contents as accessible through the online platforms of YES are copyrighted and unless stated differently, they belong completely and exclusively to YES. The (complete or partial) reproduction, distribution, transfer (electronically or by other means), modification, linking, or use of contents for public and commercial applications is prohibited without a written agreement by YES.

11. Data Privacy

Each person is entitled to the right of privacy and the right of protection against abuse of their personal data. YES adheres to these regulations and utilizes personal data to perform services. Personal data is treated strictly confidentially, purposive, and according to the Swiss law in every case. By participating in a programme or using a service provided by YES, the participants agree with the data privacy policy.

The details are regulated and elaborated on in a separate document regarding data privacy policy.

12. Final Provisions

Place of fulfilment for the services by YES is the HQ of YES unless other places of fulfilment are more appropriate due to the nature of the business to be performed (shipping, events).

YES reserves the right to modify these GTC at any time. Modifications will be made accessible on the website of YES and become effective with their upload. All stakeholders will be informed about any modifications in a timely manner.

If one or more provisions of these GTC are or will be made completely or partially ineffective or unenforceable, the effectiveness or enforceability of the remaining provisions will not be impaired. The parties will substitute the ineffective or unenforceable provision with an effective and enforceable provision with the aim to closely resemble the entrepreneurial purpose of the previous provision. This also applies for cases in which the GTC pose a regulatory gap.

13. Legal Domicile and Applicable Law

Programmes and services by YES are amenable exclusively to the Swiss law, excluding the conflict-of-law rules. Courts at the HQ of YES are responsible for disputes. Disputes resulting through connection with programmes or services by YES may be settled at any time and irrespective of other proceedings according to the current Swiss Rules of Mediation by the Swiss Arbitration Centre.