

# CHRISTIE'S

## 1. Eligibility

You (as Registrant) must be 18 years of age or older to participate in a Christie's Online Course. You will need sufficient fluency in the language in which the Online Course is presented.

## 2. Payment / Registration

The following are the terms and conditions (the "**Terms**") under which you (a "**User**") may use any of the web sites of Christie Manson & Woods Limited, Christie's Hong Kong Limited, and/or Christie's Inc. (together referred to as the "**Company**") at <https://www.christies.com>. In these Terms and Conditions, "Christie's" means the relevant entity within the Christie's group of companies that is hosting the course, lecture or other good and/or service, save where indicated elsewhere when booking. For online courses the relevant entity within the Christie's group of companies is Christie Manson & Woods Limited; for London courses, this is Christie Manson & Woods Limited and for Hong Kong courses, this is Christie's Hong Kong Limited.

## 3. Cancellations and Refunds

### ***Cancellation by you***

*You have the right to cancel your contract for a Self-directed Online Course with Christie's at any time within 14 days of your date of purchase. You shall receive a full refund of any payments you have made, unless such cancellation is made after you have accessed more than 10% of the course content, in which case you will be required to pay for any part of your Online Course accessed. This amount will be calculated by Christie's on a pro rata basis.*

To exercise your cancellation rights as set out above, please inform us by email to [education@christies.com](mailto:education@christies.com). Please write the name of your Online Course in the subject-line of your email.

This cancellation right is provided to you in line with the Consumer Rights Directive (2011/83/EU) but applies regardless of whether you are a buyer located in the EU acting as a consumer and not for business purposes.

If you cancel your registration in an Online Course at any time after the periods described above, you will not be entitled to a refund, except in exceptional circumstances, which will be entirely at the discretion of Christie's. If a refund is granted to you, an administration fee may be charged.

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## ***Cancellation by us***

Christie's reserves the right to cancel the Online Course by giving you notice in writing (including by email) at any time before the course is due to start. Christie's will refund all fees paid by you and if possible, will endeavour to offer a transfer to another course as an alternative, subject to payment or refund of any difference in purchase price.

Christie's liability when it cancels an Online Course will be limited to a refund of the Fee or any other charges paid for the cancelled Online Course. For partial cancellation of an Online Course, such refunds will be made on a proportionate basis. All dates are subject to change, however notice of such change will be given and refunds will not be issued for any rescheduled class.

## **4. Course Content**

The course description is intended to indicate only the general nature of the course and does not guarantee content. Christie's reserves the right to amend the course and alter details at its discretion.

Christie's is not responsible if you fail to meet the Online Course requirements and you should ensure that you allocate sufficient time to allow you to successfully complete the Online Course. Refunds are only available as set out in paragraph 3 above.

## **5. Student Conduct**

By continuing to access or use the Online Course and the [website](#), or any content located via the Online Course and/or on the Website, you signify your acceptance of the below terms. Christie's may modify these terms and conditions from time to time.

Christie's grants you a limited license to access and use the content located via the Online Course and/or on the Website in connection with the Online Course you are enrolled in. As a condition of such license, you agree that:

- All materials – including but not limited to text, photographs, video, audio, images and any other content – appearing via the Online Course and/or on the Website are protected by copyrights and/or other proprietary rights belonging to Christie's and/or other third parties. You agree to abide by all applicable

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laws regarding copyrights, trademarks, publicity rights and privacy rights in the US, UK and any other jurisdiction from which you are accessing the Website.

- You may not copy, reproduce, duplicate, distribute, disseminate, publish, post, display, perform, modify, create derivative works from, upload to, transmit, or in any way exploit any content from the Online Course and/or on the Website. You may not sell or offer for sale any of the content, or allow third parties to access it, or use such content to construct any kind of database. You may use the content from the Online Course and/or on the Website only for personal, non-commercial use.

- Any violation of these terms may result in your expulsion from the Online Course and/or Christie's, and you may be subjected to fines and penalties.

You agree to maintain the security of any username and password required for accessing the Online Course. You will notify us promptly if you become aware of any unauthorized use of your username and/or password.

The Company makes no claim that the Online Course content is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom or the United States. Access to the Online Course may not be legal by certain persons or in certain countries. When accessing the Online Course and/or the Website, you are responsible for compliance with the laws of your jurisdiction.

Christie's reserves the right to remove you from the Online Course and/or the Website if you do not respect these guidelines, Christie's staff and/or fellow students.

## **6. Data Protection**

By registering with Christie's and by paying the fees, you agree to Christie's collecting and using your personal data. This will be done in accordance with the Data Protection Act 1998 and Christie's Privacy Policy, available at <https://www.christies.com/en/privacy-centre/overview>.

## **7. Technology Requirements**

The Online Course is facilitated through an online learning management system. It is your responsibility to ensure that you have the proper hardware and software

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requirements, along with access to Wi-Fi, to be able to participate in the course. You will need to ensure you have the proper technology at the time of registration as will be provided with the registration details

Christie's is not be responsible for any errors or failures in relation to your ability to access the Online Course, the Website or any related materials, including where such errors or failures are caused by: (i) a loss of connection on Christie's or your end; (ii) a breakdown or problems with the online software and/or (iii) a breakdown or problems with your internet connection, computer or system.

## **8. Miscellaneous**

Your contract with Christie's and any dispute arising from it (including non-contractual disputes) shall be governed by and enforced pursuant to the laws of the State of New York, without regard to conflicts of law. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of, relating to, or in connection with these Terms and Conditions or the breach, termination, interpretation or validity thereof (the "Dispute") shall be submitted for mediation administered in accordance with the American Arbitration Association's International Center for Dispute Resolution or its successor ("ICDR"), in accordance with its Mediation Rules. If the Dispute, or any portion of the Dispute, is not settled within 60 days from the date when mediation is initiated, then, except in the circumstances specified below, the Dispute shall be submitted for binding arbitration administered by ICDR in accordance with its International Arbitration Rules. The arbitration shall be final and binding on all parties involved. Judgment upon the award may be entered by, and enforcement of the award may be sought in any court having jurisdiction over the relevant party or its assets. The arbitration and any proceedings conducted hereunder shall be governed by applicable New York law, Title 9 (Arbitration) of the United States Code and by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958 (the "Convention"). The place of any mediation or arbitration shall be New York, New York, and the language of any mediation or arbitration shall be English. Despite these provisions, we may bring proceedings against you in any court having jurisdiction over the matter, in the event that you fail to make payment to us in

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full cleared funds when due, or you or assets belonging to you are located in a jurisdiction that is not a signatory to the Convention. If we bring court proceedings against you, the Dispute shall be resolved in such proceedings, neither of us shall have the right to arbitrate any portion of the Dispute. WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY.

Should a situation arise that is not covered by these Terms and Conditions, Christie's reserves the right to take any reasonable and fair action that we think appropriate

Should you have any queries on the terms and conditions, please contact the Online Courses Department on [education@christies.com](mailto:education@christies.com)