

Terms & Conditions

PTGR AG · pan-excursions.com

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| Effective date 26 May 2025 | Version 1.0 | Governing law Swiss law (OR / CO) | Jurisdiction Zug, Switzerland |
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Important – Please Read Carefully

These Terms & Conditions ("Terms") govern the use of pan-excursions.com and participation in PTGR excursion programs. By accessing the website or submitting an application, you agree to be bound by these Terms. If you do not agree, do not use the platform or submit an application. These Terms form a legally binding agreement between you and PTGR AG.

1. Definitions

The following terms have the meanings set out below throughout this document:

| Term | Definition / Detail |
|--------------------------------------|--|
| PTGR / we / us / our | PTGR AG, Ibelweg 18a, 6300 Zug, Switzerland – the operator of pan-excursions.com and organiser of excursion programs. |
| You / Applicant / Participant | Any individual who accesses the platform, submits an application, or participates in a PTGR excursion program. |
| Platform | The website pan-excursions.com and all associated web pages, forms, and digital services. |
| Program / Excursion | A curated excursion program organised by PTGR, combining education, networking, and travel – including the Switzerland – Zurich Winter Special. |
| Application | The formal submission of personal data, documents, and questionnaire answers via the Platform for consideration as a Program participant. |
| Excursion Agreement | The separate binding contract signed between PTGR and selected participants upon acceptance into the Program. |
| Program Fee | The fee payable by selected participants upon signing the Excursion Agreement and following visa approval, as stated on the relevant destination page. |
| Visa | The Swiss Schengen visa required for Ethiopian passport holders to enter Switzerland. |
| DiDIt | Third-party identity verification and AML screening provider engaged by PTGR. |

2. Eligibility

To apply for and participate in a PTGR excursion program, you must meet all of the following conditions:

- You are at least 18 years of age
- You hold a valid Ethiopian passport with at least 3 months validity beyond the end of the program
- You are currently employed, self-employed, or retired
- You have sufficient English language skills to actively participate in the program
- You agree to undergo identity verification and AML screening as part of the application process
- You agree to these Terms & Conditions and our Privacy Policy in full

Ineligible applicants

PTGR reserves the right to reject any application that does not meet eligibility requirements, without obligation to provide detailed reasons. Students, unemployed individuals, and those under 18 are not eligible. Submission of false or misleading information is grounds for immediate rejection and may be reported to relevant authorities.

3. The Application Process

The application process consists of four phases as described on the Platform. By submitting an application, you acknowledge and agree to the following:

3.1 Submission

- All applications must be submitted exclusively through the PTGR online platform
- Applications submitted outside the platform are not accepted
- All information and documents submitted must be accurate, complete, and authentic
- Submission of an application does not guarantee selection or participation
- The application is free of charge – no fees are due at the time of application

3.2 Review & Selection

- PTGR reviews all applications at its sole discretion
- Applications are evaluated based on eligibility, document completeness, motivation, professional background, and program fit
- PTGR reserves the right to shortlist, reject, or place any application on a waiting list without providing detailed reasons
- Selected candidates may be invited to an online interview as part of the selection process
- PTGR's selection decision is final

3.3 Background & Compliance Checks

- All applicants are subject to identity verification and AML screening via DiDiT
- PTGR may review publicly available professional profiles (e.g. LinkedIn) as part of the review
- Any application found to contain false, misleading, or inconsistent information will be immediately rejected

- PTGR reserves the right to report suspected fraud or AML violations to relevant Swiss authorities

3.4 Candidate Pool

Unsuccessful applicants may be retained in PTGR's candidate pool for consideration in future excursion programs. If you do not wish to be included in the candidate pool, you may request removal by contacting excursions@ptgr.ch.

4. Fees & Payment

Application is entirely FREE

No fees are payable at the time of application. The Program Fee is only due after official visa approval and in two instalments as described below. No administrative fees or charges are connected to the submission of an application dossier.

4.1 Program Fee Structure

For selected participants, the Program Fee is structured as follows:

| Term | Definition / Detail |
|--------------------------|---|
| Total Program Fee | As stated on the relevant destination page on the Platform at the time of application (e.g. USD 2,349 for the Zurich Winter Special). Prices are subject to change for future program editions. |
| First instalment | 50% of the Program Fee – due upon signing the Excursion Agreement (Phase 2). This confirms your participation and initiates visa preparation. |
| Second instalment | Remaining 50% – due upon receipt of official visa approval (Phase 3). The excursion begins at least 45 days after this payment. |
| Currency | All fees are quoted and payable in USD unless otherwise stated. |
| Payment method | Payment details provided upon signing the Excursion Agreement. PTGR does not accept cash payments. |

4.2 Visa Cost Reimbursement

PTGR covers the official Swiss Schengen visa application fee on behalf of selected participants. This cost is:

- Fully reimbursed to the participant upon successful visa approval
- Not reimbursed in the event of visa rejection – this cost is absorbed by PTGR
- Limited to the official embassy visa application fee only – not ancillary costs (transport to embassy, document translation, etc.)

4.3 Price Changes

PTGR reserves the right to adjust Program Fees for future program editions. Once an Excursion Agreement has been signed, the agreed fee is binding and will not be increased.

5. Visa Process & Responsibilities

Critical: PTGR takes no responsibility for visa rejection

The Swiss Schengen visa is issued by Swiss governmental authorities, not by PTGR. PTGR supports the process but has no influence over the Swiss Embassy's decision. Visa rejection does not entitle the applicant to a refund of the first instalment unless otherwise specified in the Excursion Agreement.

| PTGR's responsibilities in the visa process | Applicant's responsibilities in the visa process |
|--|---|
| <ul style="list-style-type: none"> – Provide an official PTGR invitation letter for selected participants – Coordinate and support the visa application process – Cover the official visa application fee upfront – Reimburse the visa fee upon successful approval – Assist with embassy appointment scheduling – Follow up with authorities where possible | <ul style="list-style-type: none"> – Submit accurate and authentic documents as required – Attend the embassy appointment as scheduled – Provide any additional documents requested by the embassy – Cover ancillary costs (transport, translation, notarisation) – Inform PTGR immediately of any visa decision – Not misrepresent purpose of travel in visa application |

5.1 Visa Rejection

In the event of a visa rejection:

- PTGR will inform the applicant and assess whether re-application is feasible
- The first instalment of the Program Fee may be retained by PTGR to cover administrative costs incurred – specific terms will be set out in the Excursion Agreement
- PTGR absorbs the visa application fee and does not pass this cost to the applicant
- PTGR may offer the applicant a place in a future excursion program at its discretion

6. Cancellation & Withdrawal

6.1 Withdrawal by Applicant (Before Excursion Agreement)

You may withdraw your application at any time before signing the Excursion Agreement without any financial obligation. Notify us at excursions@ptgr.ch.

6.2 Cancellation by Participant (After Excursion Agreement)

Once the Excursion Agreement is signed and the first instalment paid, the following cancellation policy applies:

| Term | Definition / Detail |
|---|---|
| More than 60 days before excursion start | First instalment refunded minus a 15% administrative fee. |
| 30–60 days before excursion start | 50% of first instalment refunded. |
| Less than 30 days before excursion start | First instalment is non-refundable. |
| After visa approval (second instalment paid) | Second instalment non-refundable. First instalment refund subject to cancellation timing above. |
| Force majeure (see Section 9) | Cancellation terms may be adjusted at PTGR's discretion in cases of genuine force majeure. |

6.3 Cancellation by PTGR

PTGR reserves the right to cancel a program or remove a participant in the following circumstances:

- Insufficient number of eligible participants to run the program
- Discovery of false, misleading, or fraudulent information in an application
- AML or compliance screening failure
- Force majeure events making the program impossible or unsafe to run
- Behaviour that violates these Terms or the Excursion Agreement

In the event of program cancellation by PTGR (other than for participant misconduct), participants who have paid the Program Fee will receive a full refund within 30 days.

7. Participant Obligations & Code of Conduct

By participating in a PTGR excursion program, you agree to:

- Attend all scheduled training sessions and program activities
- Conduct yourself professionally and respectfully toward fellow participants, trainers, and hosts
- Not engage in any behaviour that disrupts the program or brings PTGR into disrepute
- Comply with all local laws and regulations in Switzerland
- Return to Ethiopia upon conclusion of the excursion as per your visa conditions
- Not overstay your Schengen visa – any overstay is the sole responsibility of the participant
- Promptly inform PTGR of any changes to your circumstances that may affect your visa or participation
- Not share or publish confidential program materials without PTGR's written consent

Visa overstay

Any violation of Swiss visa conditions, including overstay, is the sole legal responsibility of the participant. PTGR bears no liability for immigration violations and reserves the right to report such violations to relevant authorities. Visa overstay will result in permanent exclusion from all future PTGR programs.

8. Intellectual Property

All content on the Platform including but not limited to text, design, graphics, training materials, curriculum documents, and program structure is the intellectual property of PTGR AG and is protected under applicable Swiss and international copyright law.

- You may not reproduce, distribute, modify, or publish any PTGR content without prior written consent
- Training materials provided during the excursion are for personal use only and may not be shared commercially
- Applicants retain ownership of their submitted documents – by submitting, you grant PTGR a limited licence to use these documents solely for application processing purposes
- PTGR may use anonymised, aggregated application data for internal research and program improvement

9. Liability & Disclaimers

9.1 Limitation of Liability

To the maximum extent permitted by Swiss law, PTGR's liability is limited as follows:

| Term | Definition / Detail |
|-----------------------------------|--|
| Visa rejection | PTGR is not liable for visa rejection by Swiss authorities. Visa decisions are at the sole discretion of the Swiss Embassy and Swiss governmental bodies. |
| Travel & accommodation | PTGR is not responsible for costs related to flights, accommodation, or personal expenses. These are the participant's sole responsibility. |
| Force majeure | PTGR is not liable for failure to perform obligations due to events beyond its reasonable control including natural disasters, pandemics, war, government action, or embassy closures. |
| Third-party services | PTGR is not liable for the acts or omissions of third-party service providers including DiDi, airlines, hotels, or local transport providers. |
| Platform availability | PTGR does not guarantee uninterrupted access to the Platform and is not liable for losses arising from technical downtime or interruptions. |
| Personal injury / loss | PTGR is not liable for personal injury, illness, loss of property, or other damages incurred during the excursion unless caused by PTGR's own gross negligence. |

9.2 Indemnification

You agree to indemnify and hold PTGR, its directors, employees, and agents harmless from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your breach of these Terms or the Excursion Agreement
- Submission of false, misleading, or fraudulent application documents
- Your violation of Swiss immigration law or visa conditions
- Your conduct during the excursion program

9.3 Force Majeure

Neither party shall be in breach of these Terms if unable to perform obligations due to circumstances beyond their reasonable control. PTGR will notify participants as soon as reasonably practicable of any force majeure event and will use reasonable endeavours to reschedule or refund where possible.

10. Platform Use & Acceptable Use

By accessing the Platform, you agree to:

- Use the Platform only for lawful purposes and in accordance with these Terms
- Not attempt to gain unauthorised access to any part of the Platform or its systems
- Not submit automated queries, scrape data, or use bots on the Platform
- Not upload malicious code, viruses, or any content that could damage the Platform
- Not impersonate another person or entity in any application or communication
- Not use the Platform for any commercial purpose other than applying for PTGR programs

PTGR reserves the right to suspend or terminate access to the Platform for any user who violates these provisions.

11. Data Protection

The collection and processing of your personal data is governed by our Privacy Policy, which forms an integral part of these Terms. By using the Platform and submitting an application, you confirm that you have read and understood our Privacy Policy.

Privacy Policy

Our full Privacy Policy is available at pan-excursions.com/privacy and covers in detail: what data we collect, why, how long we retain it, third-party processors (including DiDi), your rights under Swiss DSG, and how to exercise them.

12. Governing Law & Dispute Resolution

| Term | Definition / Detail |
|--|---|
| Governing law | These Terms are governed by and construed in accordance with Swiss law, in particular the Swiss Code of Obligations (OR/CO) and applicable Swiss legislation. |
| Jurisdiction | The exclusive place of jurisdiction for all disputes arising from or relating to these Terms is Zug, Switzerland. |
| Language | In the event of any inconsistency between different language versions of these Terms, the English version prevails. |
| Dispute resolution – first step | In the event of a dispute, the parties agree to first attempt resolution through good-faith negotiation. Contact: info@ptgr.ch |
| Dispute resolution – escalation | If no resolution is reached within 30 days of written notice, either party may refer the matter to the competent courts of Zug, Switzerland. |
| Consumer rights | Nothing in these Terms limits any rights you may have under mandatory consumer protection laws applicable in your jurisdiction. |

13. Amendments to These Terms

PTGR reserves the right to amend these Terms at any time. Amendments are effective upon publication on the Platform. For material changes, registered users will be notified by email at least 14 days in advance. Continued use of the Platform after amendments constitutes acceptance of the updated Terms.

| Term | Definition / Detail |
|----------------------------|---|
| Minor amendments | Clarifications or corrections – effective immediately upon publication. |
| Material amendments | Changes to fee structures, liability provisions, or participant obligations – 14 days' notice by email to registered users. |
| Legal amendments | Changes required by new legislation – effective as required by law. |

14. General Provisions

14.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a competent court, that provision shall be modified to the minimum extent necessary to make it enforceable. The remaining provisions shall continue in full force and effect.

14.2 Entire Agreement

These Terms, together with the Privacy Policy and (for selected participants) the Excursion Agreement, constitute the entire agreement between you and PTGR in relation to the subject matter hereof and supersede all prior agreements, representations, and understandings.

14.3 Waiver

Failure by PTGR to enforce any provision of these Terms shall not constitute a waiver of the right to enforce that provision or any other provision in the future.

14.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without PTGR's prior written consent. PTGR may assign its rights and obligations to a successor entity or affiliate.

14.5 No Partnership

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and PTGR.

15. Contact

For any questions relating to these Terms & Conditions:

| Term | Definition / Detail |
|-------------------------|------------------------------------|
| Organisation | PTGR AG |
| Postal address | Ibelweg 18a, 6300 Zug, Switzerland |
| General email | info@ptgr.ch |
| Excursions email | excursions@ptgr.ch |
| Phone | +41 78 218 44 72 |
| Website | pan-excursions.com |