

# AMADEUS Festival Masterclass (AFM)

## General Terms and Conditions

### 1 AMADEUS Festival Vienna Masterclass Series 2021

The Masterclass Series is owned and operated by Themes Vienna Limited & Co KG, which shall be referred to as AMADEUS Festival Masterclass (AFM).

AFM renders its services to applicants (Applicant refers to also parents and guardians) exclusively on the basis of these general terms and conditions.

### 2 Registration

- 2.1 It is advisable that applicants make their registration promptly as places on the course are strictly limited.
- 2.2 Acceptance of the application is conditioned on capacity and receipt of a registration fee of EUR 50.00 and submission of an application form signed by the applicant by 3rd May 2021. Upon receipt of an application form, AFM will send a confirmation. Upon a successful selection, an invoice will be sent to the applicants which includes the enrolment fee of EUR 150.00 and the masterclass fees. All fees must be paid by 24th May 2021. If AFM does not receive the remaining fees in time, AFM is entitled to reject an application without refund of the registration fee.
- 2.3 If applicants apply after the payment date, they will be put on the waiting list or offered a place subjected to availability.
- 2.4 Payment can only be made by bank transfer.
- 2.5 The signing of the application form is regarded as acceptance of these Terms and Conditions.

### 3 Cancellation

- 3.1 Applicants must promptly inform AFM in writing, if the registered student wishes not to participate in the programme. If AFM receives a notice of cancellation before the payment date 24th May 2021, masterclass fees will be refunded but not the registration fee and the enrolment fee. AFM will not refund the registration, enrolment and masterclass fees for cancellations received after the Payment Date.
- 3.2 For cancellation due to visa application refusal, please refer to 6.2.

### 4 Modification, cancellation and termination by AFM

- 4.1 AFM endeavours to provide the specific programme according to a student's registration. However, AFM reserves the right to modify or cancel the programme in the case of unforeseen circumstances or circumstances beyond AFM's reasonable control (including a pandemic). In the event of any modification or cancellation of the programme, AFM will inform the student of the change as soon as possible and offer an alternative programme or a pro-rata refund of masterclass and enrolment fees but not of the registration fee.
- 4.2 The student has to behave responsibly at all times. In case of a breach of contract, especially a breach of course rules, AFM reserves the right to terminate the contract at any time, including during the Programme. Reasons for termination may include, but are not limited to: inappropriate conduct or other behaviour by student deemed detrimental to the programme, failure to follow AFM Masterclass course rules (clause 5), reasonable staff instructions, health or safety considerations. In such an event, no fees incl. registration fee, enrolment fee and masterclass fee will be refunded and AFM will not be responsible for the cost of alternative accommodations or travel arrangements or other costs resulting from termination.
- 4.3 In case the student is not able to attend music classes or concerts during the festival due to reasons originating from his sphere such as travel delay, illness and alike, the student is not entitled to any refunds. However, AFM will attempt to organize an alternate date eg. for the missed music lesson, but only if reasonable and possible within the Festival Programme structure.

## 5 Course rules

- 5.1 Course rules are designed to ensure that all the students and staff of AFM are able to enjoy the masterclass, free from any unpleasant, intimidating or aggressive behaviour and in safety.
- 5.2 The breach of any course rule stated in these general terms and conditions, in particular in the following paragraphs, may result in termination of the contract including instant dismissal from the course or other sanctions as stated in these general terms and conditions. Applicants are considered responsible for damages caused by the student.
- 5.3 Students must in particular comply with the following rules:
- Students must not break the law or display aggressive, intimidating or racist behaviour towards another student or members of staff.
  - Students are expected to attend all meals, classes and arranged activities and excursions.
  - Students must not damage property, equipment or rooms.
  - Students must not damage school property, public property or other students' property.
  - Consumption or possession of alcohol or drugs by students of any age is strictly prohibited.
  - Smoking is not permitted in any of the school buildings or in the grounds of the school.
  - Students must accept responsibility for the security of personal mobile phones. Phones have to be turned off or on silent mode during lessons and group activities.
- 5.4 Should a student face instant dismissal, the student will be withdrawn from the course with

immediate effect and will need to return home at the applicant's expense at the earliest possible opportunity.

## 6 Visa support and visa refusal

- 6.1 Applicants are alone responsible for organizing their visa. Should a student require a support letter for his/her visa, AFM will, upon request, issue a visa support letter. An administration fee of EUR 50.00 must be paid before the issuance.
- 6.2 If the student's visa application is refused, then provided AFM receives a valid visa refusal letter by or before 24th May 2021, a refund of the Masterclass Fee and Enrolment Fee will be issued.
- 6.3 No refund will be given in the instance where one or more of these criteria are not met:
- This visa refusal is issued later than 24th May 2021
  - The visa application must be made with sufficient time prior to the arrival date to allow for the length of application time as indicated by the Municipal Authority 35 (MA35): +/-6 weeks.
  - All necessary documentation must be provided as indicated by the MA35 (Municipal Authority 35) in Vienna. The applicant must be able to demonstrate that all necessary steps were taken to obtain the correct visa.

## 7 Legal consent

- 7.1 Personal pictures but no other personal data of the student may be made publicly available in particular in promotional and marketing activities, such as brochures and flyers for AFM. Personal pictures mean photos and video recordings and other records which reflect person mentioned above who is individually identifiable. Names may only be made available in connection with presentations of the student (f.ex. events, concerts).
- 7.2 Data protection information: Through the intended use of the internet, personal pictures as well as other published personal information of person mentioned above can be retrieved and saved worldwide. Thus corresponding data can be found by so-called 'search engines'. It cannot be ruled out that other people or companies combine this data with other data available on the internet of person mentioned above and use it to create a personal profile, change the data or use it for other purposes. AFM will not bear any responsibility for this.
- 7.3 The applicant and student consent
- to the taking of personal pictures as described above by AFM and/or by any other person assigned by AFM.
  - to the usage of personal pictures and personal data as described above without further approval. The concession rights for personal pictures are without redress and include the right to edit, if the processing is not disfiguring. The authorisation for use is irrevocable and applies for an unlimited time scale.

- c) that the intellectual property and its copyright of any artistic creation during the validity of school contract of the student belong to AFM.
- d) that AFM uses music compositions and recordings in conjunction with, but not limited to, the purpose of advertising as well as give AFM the right to license and distribute the music compositions in conjunction with advertising throughout the world on any medium or forum, whether now known or hereinafter created.

## 8 Visiting a student

- 8.1 Parent(s)/Guardian(s) and friends are welcome to visit students' masterclass course but are obliged to give written notice of the visit no later than 24 hours prior to the visit.
- 8.2 If a student is to be taken out of the school or out of the care and responsibility of our staff during an excursion, the school's responsibility ends. The Parent(s)/Guardian(s) should send an e-mail notification to [masterclass@amadeusfestival.wien](mailto:masterclass@amadeusfestival.wien) in advance.

## 9 Travel arrangements & transport

- 9.1 AFM does not provide any transportation from and to the airport/station at the beginning and end of the Programme.
- 9.2 All travel details need to be communicated to AFM before arrival to ensure that the accommodation is ready.

## 10 Insurance

- 10.1 AFM has no responsibility for health care and health care costs. All students at AFM masterclass series are responsible to be in possession of their own medical insurance policy prior to attending. In addition, it is advisable to obtain an accident insurance policy. Students from Austria can use their E-Card, whilst students from within the EU may use their European Health Insurance Card (EHIC) for obtaining medical care (some services require payment; parents are advised to check the detail from the issuing country). Students from outside the EU must have private medical and dental insurance.

## 11 Liability & changes, miscellaneous

- 11.1 AFM has public liability insurance. Nothing in these terms and conditions shall operate to exclude any liability of AFM for personal injury or death caused by the negligence of the company or those employed by the company under Austrian law.
- 11.2 The details of the programme have been published in good faith. AFM reserves the right to make any changes or alterations to any aspect of the course, in the event of unsuitable weather conditions or other factors beyond reasonable control. Any changes will have no effect on student's or applicant's obligations as stated in these general terms and conditions.

- 11.3 There are no oral side agreements or amendments to these terms and conditions. Amendments or additions to this contractual relationship must be made in writing. This also applies to any agreement to waive the requirement for written form. An email also meets the requirement for written form. Any type of scholarship/discount agreement to this contractual relationship has only legal validity as official amendment(s) and in written form. Oral statements, in particular pertaining to the termination or continuation of the contract relationship have no legal validity. Documents must be received by the other party to the contract in adequate time. Notices regarding the termination of the school contract must be signed by the applicant and received by AFM.
- 11.4 Should any provision contained in this contractual relationship prove or subsequently become either partially or totally invalid, this shall not affect the validity of the remaining provisions. New provisions corresponding as closely as possible in legal and financial terms to the wishes of the parties as expressed in the general terms and conditions as well as in any other contracts and/or written agreements shall be provided to replace any invalid provisions or remedy any omissions.
- 11.5 Deliveries of AFM to the applicant shall be made with legal effect to the address last made known to AFM until a new address is notified in writing. The applicant hereby mutually authorise each other to receive all deliveries, declarations, and communications of AFM as well as to execute any kind of declarations towards AFM in connection with this contractual relationship.
- 11.6 Privacy and Data Protection Policy
- The applicant is hereby informed and consent to the processing and use of personal data of the applicant and the student for the sole purpose of contract processing and the preservation of legitimate business purposes and all school and, if applicable, boarding purposes, medical purposes, administrative procedures at Austrian public authorities as well as for any internal and external accounting procedures and for any marketing and advertisement of AFM.
- In accordance with the legal framework (DSGVO, TKG) the data processing is based on consent and necessity for contract fulfilment. The following data is collected and stored until time of deletion: names, titles, postal address/es, email address/es, telephone number/s, bank account details.
- After the end of the masterclass series, the data from the contractual relationship will be stored until the end of the tax retention period (7 years). With regard to your data stored with us, you are entitled to the rights of information, correction, deletion, restriction, data transferability, revocation and objection. If you believe that the processing of your data violates data protection law or your data protection rights have otherwise been violated in any way, you can lodge a complaint with us using the following email address [masterclass@amadeusfestival.wien](mailto:masterclass@amadeusfestival.wien) or the data protection authority.
- You can reach us at the following contact details:

THEMES VIENNA LIMITED & Co KG,  
Bastiengasse 36-38,  
1180 Vienna, Austria,  
Telephone +43 1 470 30 37 00, email: [info@amadeus-vienna.com](mailto:info@amadeus-vienna.com)

11.7 The exclusive place of jurisdiction for all disputes arising from or relating to this contractual relationship between AFM and the applicant shall be the competent court at AFM's domicile (1180 Vienna, Austria). Austrian law shall govern this contractual relationship without giving effect to any conflicts of laws provision or rule that would cause the application of the laws of any other jurisdiction.

11.8 AFM in this contractual relationship stands for its operating company THEMES VIENNA LIMITED & Co KG, Bastiengasse 36-38, 1180 Vienna, Austria, telephone +43 1 470 30 37 00, email [info@amadeus-vienna.at](mailto:info@amadeus-vienna.at), or the latter's legal successor.

Vienna, October 2020