

AGREEMENT

on participation in the Berlin Dance Camp 2019

between

Mr/Ms (data as in the form sent by the website www.berlindancecamp.com), hereinafter referred to as "the Client",

and

Wenzel & Boateng GbR with its registered office at: Herbststr. 33, 13409 Berlin, Tax Identification Number): 17/586/00834, ,, hereinafter referred to as the „Organizer“.

§1

1. This agreement has been concluded as a result of registration of the Client at www.berlindancecamp.com and completion of the form of participation in the Berlin Dance Camp 2019 organized by the Organizer (hereinafter referred to as „the Camp“).

§2

1. The Camp commences on 03 October 2019 at 8 am and ends on 06 October 2019 at 11 pm. The camp will take place at the Alte Feuerwache Kijukuz - Kinder Jugend Kulturzentrum in Kreuzberg Berlin Axel-Springer-street 40-41 10969 Berlin (hereinafter referred to as „the Centre“).

2. The Client will not be accommodated and has to find accommodation by them self.

4. The Client will have a opportunity to participate in classes, organized in the form of workshops on the premises of the Centre, in the period from 03.10.2019 until 06.10.2019 depending on the package the client has chosen (described in 4.1,4.2, and 4.3), six workshops a day and evening events along side Q&A's. Participation in the workshops is voluntary. The Organizer reserves the right also for other people, outside the group of Camp participants, to participate in the dance classes. The maximum number of participants in each workshop will not exceed 200 people. Workshop leaders will speak English.

4.1. Single Class Option includes:

- client can participate in one workshop à 75 min. at the Berlin Dance Camp 2019

4.2. One-day Pass includes:

- client can participate in all six workshops, Q&A's and evening events on the specific day chosen.

4.3. „All In Pass“ includes:

- client can participate in all workshops, Q&A's and evening events through out the hole camp 03th - 06th of October 2019

4.4. A ticket purchased for the camp of any kind is not transferable to other persons.

5. During the Camp, the Organizer provides additional attractions in the form and scope described in detail on the website www.berlindancecamp.com, in particular a dance jam on opening of the Camp, discussion panels (Q&A's). All these classes will be conducted in English.

6. The Client organizes travel to and from the Camp on his own account and at his own expense. The Client is allowed to arrive at the Camp site at any time during the camp.

7.The Coaches on the schedule can be changed by the organizer at any time and are not contractually bound to the timetable.

§3

1. In exchange for participation in the Camp, the Client is obliged to pay the price in the amount specified in the e-mail to which the agreement has been attached.

2. The above price shall include all components, including value added tax and customs duty, subject to paragraph 3.
3. In the e-mail, to which the contract was attached, the deadlines for the advance payment of the price were given.
4. The price can be paid by bank transfer to the Organizer's account no.: IBAN DE18 1007 0124 0020 2002 00 BIC DEUTDEDB101 or by credit/payment card, while the Client will be charged with the fees to paying online.

5. The Organizer is not responsible for additional costs, exchange rate differences and bank commissions related to the execution of the transfer. The price will be reconciled with the amount credited to the Organizer's bank account.

§5

1. The Organizer reserves the right to withdraw from the agreement in the event of failure to make a payment.
The Organizer may exercise the right to withdraw until 15th of September 2019, unless an overdue payment is made by that time.
2. The Organizer reserves the right to cancel the Camp and withdraw from the agreement no later than 7 days before the planned date of its commencement, if the number of people who concluded the agreement for participation in the Camp does not reach a minimum of 50 participants. In such a case, the Client's payments will be returned by 30th of November 2019.
4. The Organizer reserves the right to limit the number of places at the Camp and Berlin Dance Camp 2019 to 200, which will be announced at www.berlindancecamp.com.
5. The Client may withdraw from this agreement at any time prior to the commencement of the Camp. If this occurs after 14 days from the date of conclusion of the contract, the Organizer shall be entitled to withhold 90% of the payment of the price paid so far. At the Client's request, the Organizer shall justify the amount of deductions.
6. The Client may transfer to a third party his rights and obligations under this agreement, provided that he notifies the Organizer thereof not later than 7 days before the commencement of the Camp. The Client and a third party are jointly and severally liable for the unpaid part of the price.

§6

1. The Client is obliged to observe the conditions of participation in the Camp and the rules of the facilities located within the Centre, unless the Organizer has waived the application of these rules in whole or in part.
2. The Client undertakes to comply with security rules, especially during group classes.
3. The Organizer reserves the right to remove the Client from the classes, or even from the Camp, and to terminate this agreement by unilateral notice, with immediate effect, if, despite warnings, the Client persistently violates the applicable rules, posing a threat to people or property.
4. The Client confirms that he is aware of what dancing is about and the risks associated with its performance, and his health condition allows him to participate in classes. The Organizer shall not be held responsible for injuries and other health damage caused during the classes, including those caused by third parties, unless the reason for their occurrence was directly caused on the part of the Organizer.

§7

1. The Organizer has a civil liability policy, insurance guarantee No. 5002869503, issued on 16 April 2019. by eventAssec (Mannheimer) for the period from 3 October until 6 October 2019.

§8

1. The Organizer is obliged to provide appropriate assistance to the Client who is in a difficult situation, in particular:
 - a) provide relevant information on health services, local authorities and consular assistance;
 - b) assist in the use of means of communication, including electronic means of communication and the use of replacement services.
2. The Organizer may demand a fee for the assistance referred to in section 1, if the difficult situation arose from the Client's sole intentional fault or as a result of the Client's gross negligence.

§9

1. Minor workshop participants must present the declaration of consent, signed by a legal representative, published on the website www.berlindancecamp.com. If this declaration of consent is not signed, the organizer has the right to exclude the customer from the workshops. In this case, the participation fees already paid will not be refunded.
2. During the Camp, the Organizer does not take responsibility for any actions the minor does.

§ 10

1. In the event of any objections to the manner of performance of the agreement by the Organizer, the Client shall be obliged to lodge a complaint. The complaint should be reported immediately in any form. The Organizer shall recognize the complaint without undue delay, however, not later than within 14 days from its submission and within this period shall notify the Client of the outcome of the complaint procedure. If the complaint is accepted, the Organizer shall immediately remove the defect. If the defect is not removed, the participant should immediately report this fact to the Organizer in writing or by e-mail to info@berlindancecamp.com.
2. The Client is entitled to use the methods of out-of-court settlement of consumer disputes referred to in the Act of 23 September 2016 on out-of-court settlement of consumer disputes (Journal of Laws, item 1823), before the entities entitled to conduct proceedings for out-of-court settlement of consumer disputes, and on the platform of the online dispute resolution system pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013. on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165, 18.06.2013, p. 1).

§ 11

1. The Client consents to the free of charge use by the Organizer and its collaborating entities (in particular sponsors) of photographs and video materials taken during the Camp and containing his image in any medium and for any purpose. At the same time, the Client waives the rights related to the control and approval of each use of photographs and films with his image.

§ 12

1. J.Boateng (tel.: +4917631316335, e-mail: info@berlindancecamp.com) and N.Wenzel (tel.: +491728024050, e-mail: info@berlindancecamp.com) are the contact person on behalf of the Organizer regarding the implementation of this agreement.

§ 13

1. The Organizer is the administrator of the Client's personal data, including in particular first and last name, e-mail address, telephone number, image. These data have been collected directly from the Client and processed pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (OPR), i.e. in order to perform the agreement.
2. The provision of personal data by the Client is voluntary, however without processing personal data it is not possible to perform the agreement.
3. The Organizer shall not disclose personal data to third parties, unless the Client has given

his or her express consent or the Organizer is legally obliged to provide such data. The Client's personal data will not be transferred to an international organization or a third country.

4. The Client's data will be stored until the end of the contractual relationship and the expiration of the statute of limitations for claims under the agreement and, in addition, until the end of any legal disputes in which this data is required as evidence.

5. Only the Organizer has access to the processed data. Data shall be protected by controlling access to appropriate premises and facilities and by protecting correspondence against access by third parties on a generally accepted basis.

6. The personal data of the Client are not subject to automated decision making, in particular profiling.

7. The Client is entitled to:

a) the right of access to information, whether and what personal data of the Client are processed and for what purpose, what categories, on what legal basis and at what time they were processed, as well as to whom they were made available,

b) the right to demand that the Client's personal data be corrected, supplemented or deleted,

c) the right to demand that the processing of the Client's personal data be restricted,

d) the right to demand that the Client's personal data be sent to a third party,

e) the right to object to the processing of the Client's personal data, unless the administrator proves the existence of important legal grounds for processing these data, overriding your interests, rights and freedoms, especially if the processing of these data serves to assert claims.

8. Complaints concerning the processing of the Client's personal data should be addressed to info@berlindancecamp.com

§ 14

1. The organizer is responsible for the proper performance of all services covered by this agreement, subject to § 3 section 2.

2. In matters not regulated in this agreement, the General Terms and Conditions for participation in the Camp, available at www.berlindancecamp.com, apply. In the event of a conflict between the provisions of the agreement and the General Terms and Conditions for participation in the Camp, the provisions of the agreement shall prevail.

3. Any amendments to this agreement must be made in writing, otherwise being null and void, and this form will be fulfilled if a text file with changes or additions is attached to an e-mail sent by one party to the other and accepted by the other party in return correspondence.

4. This agreement shall be governed by the laws of Germany.

5. With the purchase of a workshop ticket the customer accepts this agreement (the terms and conditions of the participants) and the general terms and conditions published on the website www.berlindancecamp.com.