

## Terms and conditions of participation in the Fair Play Dance Camp 2018

ver.2 (1.07.2018)

/this version of the document is a result of new Act on package travel and related travel services - according to UE directive 2015/2302 ; regulations apply to all participants who purchased FPDC package after 1.07.18/

### 1. General terms and conditions

- a. The general terms and conditions are hereby set for Fair Play Dance Camp 2018 event (hereinafter referred as „**FPDC**”), which will take place in Kraków, Poland from 4th to 14th of August, 2018.
- b. The FPDC event and all related services offered under the concluded agreements will be executed at AWF Campus in KRAKÓW, Poland, Al. Jana Pawła II 82 (hereinafter: „**Resort**”).
- c. Terms and Conditions define the rights and obligations of the FPDC participants and organizers
- d. To become a participant in the FPDC event (in further sections referred to as "**Participant**") one must purchase one of the two types of services offered by the organizers:
  - TYPE 1.: Dance workshops (hereinafter: „**Workshops**”) are understood as dance classes, which are available to people who bought ticket packages named „Supreme”, „Level-Up”, „Ready for 25”, „Ready for 20”, „Street” „ Ready for 8” lub „Ready for 1”. Workshops packages mentioned above DO NOT INCLUDE ACCOMMODATION, NOR MEALS, nor transport to the venue and back. The Organizer provides to the Participants participation in dance workshops (number of workshops related to a purchased package) and evening events in a range specified on [www.fpdancecamp.com](http://www.fpdancecamp.com) website.
  - TYPE 2.: Touristic event (hereinafter: „**Camp**”) is understood as 10-day stay WITH ACCOMMODATION (10 nights), ACCIDENT INSURANCE, during which participants will be able to enjoy dance classes and evening events in a range specified on [www.fpdancecamp.com](http://www.fpdancecamp.com) website. Camp participation should be submitted by registering on-line for package named „GOLD” or by registering on-line for package named „Supreme”, „Level-Up”, „Street”, „Ready for 25” or “Ready for 20” with the extension of the accommodation pack. Camp packages do not include transport to the venue and back. Only packages extended with the accommodation include CARE OF MINORS.
- e. Participation of the minor in the Camp requires written consent of the legal guardian on the Qualification Card. The content of the Qualification Card should be completed, signed, and sent in electronic form (scan) to the e-mail: [info@fpdancecamp.com](mailto:info@fpdancecamp.com) no later than 10th of July 2018 (or, in case of registration made after this date, sent as soon as possible). The original paper document should be delivered to the camp`s venue.
- f. Workshops organizer and the entity responsible for selling Workshops packages, hereinafter referred to as the „**Workshops Organizer**”, is FPDC s.c. Karol Niecikowski, Wojciech Blaszkowski, listed in the Central Registration and Information on Business managed by the minister in charge of economy. Address and contact details: al. Tysiąclecia Państwa Polskiego 10 lok. 137, 15-111 Białystok VAT ID: 5423231175 National Business Registry Number: 200775775.
- g. Camp organizer and the entity responsible for selling Camp package, hereinafter referred to as the “**Camp Organizer**” is Fair Play Art Karol Niecikowski travel company, a Tourist Organizer within the meaning of the Act of 29 August 1997 on tourist services (consolidated text: Polish Journal of Laws of 2001 No 55, item 578, as amended), which holds the registration certificate in the registry of Polish Tourist Organizers and Tourist Agents No 4/12 issued by the Marshal's Office of the Podlaskie Province. Listed in the Central Registration and Information on Business managed by the Polish minister in charge of economy. Address and contact details: al. Tysiąclecia Państwa Polskiego 10 lok. 137, 15-111 Białystok VAT ID: 7191447513, National Business Registry Number: 200409875.
- h. Workshops Organizer and Camp Organizer in further sections are referred to as „**FPDC Organizers**”.

### 2. Conclusion of the agreement

- a. Purchase of Workshops packages called „Ready for 8” and „Ready for 1” is possible only at the Venue, during the FPDC event (cash payment only).
- b. Purchase of accommodation is available only during Participant's on-line registration (accommodation is included in Gold package; in the application form the accommodation pack extension should be selected in Supreme, Level-Up, Ready for 25, Ready for 20 or Street package). Accommodation does not include meals by default - they can be also added as another extension of the on-line order. AFTER COMPLETING THE REGISTRATION, PURCHASING THE ACCOMMODATION IS NO LONGER AVAILABLE.
- c. The participation agreement in Fair Play Dance Camp is concluded when the following requirements are fulfilled:
  - (1) The Participant has read and understand the offer together with the Terms and Conditions of participation at Fair Play Dance Camp, Privacy Policy, Information For Package Travel Contracts (applies only to Camp Participants), Terms and Conditions of the [www.fpdancecamp.com](http://www.fpdancecamp.com) website, Terms and Conditions of Insurance (applies only to Camp Participants) and what is written below.
  - (2) The Participant has chosen preferred currency and selected the package by checking the appropriate box in the „Registration” section available at [www.fpdancecamp.com](http://www.fpdancecamp.com).
  - (3) The Participant has filled in and submitted the electronic application form containing personal data of the Participant. The Agreement: Application of Participation can be signed only by the legal entity or physical person, who has the appropriate legal capacity. In the event of signing the agreement by a person with limited legal capacity, it is vital that the agreement is confirmed by the legal representative. Only the Participant who applied for the reservation is entitled to make changes to the agreement or declaration of resignation from the event. In the case of underage Participant, form should be completed by a parent or legal guardian.
  - (4) The Participant has accepted the documents mentioned in point (1) above and consented to the processing of personal data.

- (4) The Participant has paid within 3 working days from the registration the deposit (within the meaning of the article 395<sup>1</sup> of the Civil Code of Poland) in the amount of:
- the total amount according to the prices shown on the website within 3 working days from the registration
  - or**
  - in some cases installment payment offer will be available – then the required deposit is equal the first installment in the amount specified in the offer (usually 500 zł or 125 EUR). The rest of the payment will be splitted into two installments paid on the following dates:
    - second installment in the amount specified in the offer (usually 800 zł or 200 EUR) no later than 20/06/2018
    - third installment of the remaining amount to 100% of the price of the package no later than 20/07/2018.
- d. Submitting the registration form is a declaration of intention to conclude the Sales Agreement, in accordance with the website general Terms and Condition and these Terms and Conditions of participation in the Fair Play Dance Camp.
- e. After placing order, the Participant receives an e-mail with the final confirmation of all the essential elements of the Order.
- f. The above referred e-mail message will be send from an address in one of following two web domains: ...@fpdancecamp.com or ...@fairplayregister.com
- g. Agreement shall be treated as concluded from the moment the Participant receives the e-mail referred to above. The organizers however are not responsible for message delivery failure, caused by any blocking software or on-line service being used by the Participant.
- h. The agreement is for a fixed period and shall be terminated as soon as the Participant receives the benefit of the package.
- i. The sales agreement is in Polish or English.
- j. The lack of timely payments shall exclude the Participant from the event with the consequences described in section 4.
- The necessary condition to be a Participant of the event is to pay the whole amount of the price of the chosen package on time to the bank account indicated above. The date when the money is credited to the proper bank account or registered in Przelewy24 system is considered as the date of payment.
  - Workshops Organizer provides a possibility of purchasing all Workshops packages on the spot (cash payment only) unless all available places sold out before the FPDC event. This possibility will be confirmed as www.fpdancecamp.com website 2 days before the FPDC begins.

### 3. Payment

- a. The FPDC Organizers provide the possibility of buying a package in one of two currencies: Polish zloty (PLN), euro (EUR). Prices in each currency are detailed in the offer at www.fpdancecamp.com. The currency can be chosen by the Participant. Prices include all components, including VAT and the customs duty.
- b. There are two methods of payment available:
- Card payment through an automated payment system Przelewy24. This applies only to payment of the full amount. Terms of the Transfers System are available on the <http://www.przelewy24.pl/regulamin.htm>. The choice of method of payment is tantamount to acceptance these rules.
  - traditional transfer: **Bank transfer details:**

#### **WORKSHOPS PAYMENT (packages: Supreme without accommodation, Level-Up without accommodation, Street without accommodation, Ready for 25, Ready for 20)**

##### **Name of the recipient:**

FPDC s.c. K. Niecikowski, W. Błaszko  
1000-lecia P.P 10/137, 15-111 BIALYSTOK, POLAND

##### **Bank accounts:**

Payment in PLN: PL 51 1050 1823 1000 0091 3429 8463  
Payment in EUR: PL 55 1050 1823 1000 0092 3466 7104

##### **Bank details:**

BIC (SWIFT): INGBPLPW  
ING BANK ŚLAŃSKI ul. Sokolska 34 40-086 Katowice, Poland

Please write the name of the Participant and the name of the package in the **bank transfer description** box:

Example:

*Bruno George, Ready for 25*

or

*Bruno George, Ready for 25, 1st installment*

#### **CAMP PAYMENT (packages: GOLD, Supreme with accommodation, Level-Up with accommodation, Street with accommodation, Ready for 25/20 with accommodation and special packages including**

<sup>1</sup> Detailed conditions for the withdrawal from the Agreement are reserved for in Article 4 of this document.

The wording of Article 394:

1. In the absence of a different contractual stipulation or of a custom. An advance payment made at the conclusion of a contract shall have the effect that in case the contract is not performed, the innocent party may, without fixing an additional term, rescind the contract and keep the advance payment, and if he himself made in he may claim a double amount.

2. In case the contract has been performed, the advance payment shall be taken on account of the consideration of the party who gave it; if such reckoning is impossible, it shall be returned.

3. If the contract has been dissolved, the advance payment shall be refunded and the duty to pay a double amount shall lapse. The same shall apply to the case where the non-performance of the contract has been due to circumstances for which neither, or both parties are liable.

**only accommodation)**

**Name of the recipient:**

Karol Niecikowski FAIR PLAY ART  
1000-lecia P.P 10/137, 15-111 BIALYSTOK, POLAND

**Bank accounts:**

Payment in PLN: PL 23 1050 1823 1000 0090 7745 7258  
Payment in EUR: PL 08 1050 1025 1000 0091 0080 3106

**Bank details:**

BIC (SWIFT): INGBPLPW  
ING BANK SŁĄSKI ul. Sokolska 34 40-086 Katowice, Poland

Please write the name of the Participant and the name of the package in the **bank transfer description** box:

Example:

*Bruno George, Supreme + accommodation*

or

*Bruno George, Supreme + accommodation, 1st installment*

- c. The transfers without the above description shall not be honored by the FPDC Organizers.
- d. FPDC Organizers are not responsible for any extra costs, currency differences nor bank provisions deducted during the bank transfer. During the registration process, only the actual, final amount credited on the recipient's bank account will be honored.
- e. The total fees paid by the participant under the travel service agreement may be increased unilaterally by FPDC Organizers, but price increases shall be possible exclusively as a direct consequence of changes in:
  - 1) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
  - 2) the level of taxes, fees and other compulsory charges on the travel services included in the contract imposed by third parties not directly involved in the performance of the package (in particular resort fees, anchoring fees, airport tax), or
  - 3) the exchange rates relevant to the package
- f. The price increase must be proportionate to the cost increase, and the contract must clearly define the calculation method for the revised fee.
- g. The justification for the price increase must be communicated to the traveller together with the price increase.
- h. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller of it at the latest 20 days before the start of the travel service. The organiser must notify the traveller clearly and comprehensibly of the price increase with a justification for that increase and a calculation, on a durable medium.

**4. Cancellation of the event by the Participant**

- a. In the event of their resignation, the Participant should immediately notify the FPDC Organizers and deliver their written statement to the following email address: info@fairplayregister.com.
- b. In the event of the Participant's resignation, the Workshop Organizer and Camp Organizer reserve the right to deduct the charges which amount to the Organizer's inferred costs, up to the day the resignation from the participation in the workshop is submitted by the Participant. The average deductions of the charges are as follows:
  - over 21 days prior to the date of the FPDC event - 500 PLN / 125 EUR
  - 20 - 14 days prior to the date of the workshop - the equivalent of 50% of the event price
  - under 14 days prior to the date of the workshop - the equivalent of 90% of the event price
- c. The costs of resignation are not charged, if, at the time of Participant's resignation – not later than 3 days prior to the FPDC event – the Participant appoints a person who shall comply with all the terms and conditions of the participation in the FPDC event, to whom the Participant transfers all the rights and responsibilities resulting from the contracted agreement. As a result of the replacement of the Participant of a tourist event, the Participant and the person to whom the Participant's rights are transferred, are jointly and severally responsible for the unpaid fees of the tourist event and the costs incurred by the FPDC Organizers.

**5. Insurance**

- a. By sending a signed Application Form Participant declares that the state of his health allows for the participation in workshops, in the case of illness during the event releases the doctors treating him at home and abroad with the duty of confidentiality of medical terms and the Insurer agrees to provide his medical records.
- b. Camp Organizer provides all Camp Participants the Accident Insurance by the Generali T.U. SA ul. Postępu 15B, 02-676 Warsaw, Poland.
- c. Camp Participants are insured Accident insurance sum: 20 000 zł the case of 100% permanent health damage and 10 000 zł in the event of death.
- d. The Camp Participant has the right and duty before leaving familiar himself/herself with the relevant General Conditions of Insurance (GTC).
- e. All participants accommodated at the campus are covered by the Polish Tourist Guarantee Fund (TFG) and Accident Insurance.
- f. Camp Organizer is has taken out insolvency protection with "AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A.", the entity in charge of the insolvency protection. Participants may contact this entity

(Chlodna Street 51, 00-867 Warsaw, Poland, phone: +48 22 555 00 00, [www.axa.pl](http://www.axa.pl)) if services are denied because of the organiser's insolvency.

## **6. Responsibility of the Parties. Complaints. Replacement benefits.**

- a. The Camp Organizer and Workshops Organizer are jointly and severally responsible for the Workshops and its' accordance with the offer, the agreed quality and the standard of the offered services. In the event of discrepancies between the actual situation and the offer, the Participant is obliged to immediately inform the FPDC Organizers' representative in order to enable them to repair the fault. The occurrence of faults cannot constitute the basis of a complaint if the repair will take place without delay. If the fault is not removed, the Participant should report that fact in writing to the FPDC Organizers' representative at the time of the event or by sending the email to the following email address: [info@fpdancecamp.com](mailto:info@fpdancecamp.com)
- b. The Camp Organizer is responsible for the Camp touristic event with particular emphasis on the conditions of accommodation, food, insurance and care of minors. In the event of discrepancies between the actual situation and the offer, the Camp Participant is obliged to immediately inform the Camp Organizer's representative in order to enable them to repair the fault. The occurrence of faults cannot constitute the basis of a complaint if the repair will take place without delay. If the fault is not removed, the Camp Participant should report that fact in writing to the Camp Organizer's representative at the time of the event or by sending the email to the following email address: [info@fpdancecamp.com](mailto:info@fpdancecamp.com).
- c. As a result of the artistic nature of the realized services, FPDC Organizers reserve the right to change the dates and times of the dance classes and accompanying events, changing their order and changing artists / teachers conducting classes or performing during the event at any time, prior to, or during the FPDC event. The above-mentioned changes are not the basis of the complaint or of termination of the Sales Agreement concluded between FPDC Organizers and Participant.
- d. If particular services are not delivered (excluding changes mentioned in section b. above), to which the FPDC Organizers are obliged under the agreement concluded with the Participant, or their quality will differ from the quality described in the agreement concluded with the Participant, the FPDC Organizers assume adequate financial responsibility and are obliged to partially refund the payments for the services, in the amount depending on the type and degree of derogation from the offer and from the valuation of the provided defective services, unless failure to provide specific services, or deviation from the quality described in the agreement, will exclusively be due to an action or omission of the Participant, an action or omission of a third party not involved in the agreement, if such actions or omissions could not be foreseen or avoided, or to force majeure.
- e. The basis for the partial refund is lodging a complaint. Any complaints on the services shall be made in writing and sent by registered mail to the address of the Workshops Organizer or Camp Organizer (depending on which was a part of Sales Agreement) not later than 30 days from the date of the end of the FPDC event. A complaint properly lodged will be responded to by the FPDC Organizer in writing as soon as possible but not later than within 30 days of its receipt.
- f. If the provision of services, which constitute a vital part of the programme, is not possible, the FPDC Organizers shall, without burdening the Participant with additional costs, provide accurate replacement services within the framework of this event, which is possible to provide within the framework of a particular event. If the quality of the replacement services, referred to in the preceding sentence, is lower than the quality of the services specified in the programme of the event, the Participant may require a reduction in the fixed package price. The FPDC Organizers are not liable for damages if they offer replacement services of at least equivalent standard and value and the Participant does not accept the offered services without any justification.
- g. From the beginning of the FPDC event the Participant is obliged to take instructions from the FPDC Organizers' representatives concerning realization of the Workshops and Camp event programme.
- h. The Participant shall be liable to the FPDC Organisers, their Representatives, and persons with whom the FPDC Organizers execute the contract for the material damage caused during their stay.
- i. The FPDC Organizers reserve the right to terminate the agreement with immediate effect, without any financial consequences on the part of any of the FPDC Organizers, with a Participant who significantly violated or persistently violates the established schedule of the FPDC event, or threatens to prevent the established schedule from its realization or other Participants from the normal use of the services.
- j. The FPDC Organizers reserve the right to limit the number of packages and closing packages sale in case the number of Camp Participants exceeds the limit of 600 people or if the number of people entitled to enter the dance classes exceeds the limit of 1,200 people. Information on sale closure will be announced on the [www.fpdancecamp.com](http://www.fpdancecamp.com) website.
- k. FPDC Organizers are not responsible for luggage or other property theft or damage, especially those caused by Participant's negligence.

## **7. Rules for participation in dance workshops (also called „Workshops Regulations“)**

- a. Both Workshops Participant and Camp Participant are obligated to follow these Workshops Regulations.
- b. The application of participation in the Camp or Workshops is tantamount to read, understand and accept the Terms and Conditions as well as the Workshops Regulations.
- c. The Participant has the duty to obey the Workshops Organizer's, the Instructors and the Venue's personnel's commands.
- d. Suitable pass or armband is required in order to enter every dance workshops.
- e. Passes/wristbands are personal - their resale or transfer to other people without FPDC Organizer's permission is forbidden and will cause cancellation of the pass / band.
- f. Workshops Organizer's representatives have the right to check Participant's ID document to verify the ownership of a pass/band.

- g. Passes/wristbands are not assigned to specific lessons (Participants may choose which classes they will take).
- h. FPDC Organizers have the right to limit the number of people on the dance room. In such case entrance priority is reserved for GOLD and Supreme package Participants. Participants who will not be let into the dance room have the right to use their pass for other workshop from FPDC offer or, if they purchased Ready for 1 or Ready for 8 package, to return the pass and get the cost refund for one workshop.
- i. Bringing or consumption of alcoholic beverages, smoking and possession of psychotropic substances through the whole duration of the workshop is prohibited.
- j. The Organizer has the right to delete the Participant from the list of the workshop Participants without the refund of the paid fees, if the Participant disturbs the course of the workshop and/or fail to comply with the provisions of the Terms and Conditions.
- k. Bringing food to the dance hall is prohibited.
- l. Video recording, audio recording and taking photographs of the classes without the Organizer's consent is prohibited.
- m. Application for participation in the Workshop is tantamount to agreeing to a free and irrevocable use for marketing purposes by the Workshops Organizer and the entities cooperating with the organizer (in particular the sponsors) photos and video materials containing the image of the participant. The agreement covers the use, preservation and reproduction of pictures and videos through any medium for any purpose consistent with applicable law, including publication in newspapers, magazines, periodic, catalogues, electronic publications, websites, exhibitions, competitions, TV, and outdoor advertisements. At the same time Participant agrees to waive the rights related to the approval of every use of photographs and videos of his/her image.

**8. Additional rules regarding underage Camp Participants (accommodated at the Venue under Camp Organizer's care) and in the care of the Organizer Camp):**

- a. Minor participant is obliged to:
  - follow the instructions of coordinators and teachers
  - bring ID document (school ID, passport, etc.).
  - participate in all program activities, unless he/she has been exempted from these activities by the instructor, teacher or doctor
  - come in time for the classes and other activities
  - come in time or meals and meetings
  - not to leave the Venue area without the knowledge and consent of tutors
  - take care of cleanliness, order and entrusted property
  - have respect for colleagues, educators and others
  - comply with the general safety rules regarding among others: swimming pool and car traffic
  - inform Camp staff about any illness or malaise
  - Participant (or their parents / guardians) bear financial responsibility for damages caused by him while traveling or staying at the camp.
  - respect the "curfew" set by the organizer.
- b. Because of the specificity of the event, all the valuable things as well as money should be given to counselors for deposit. Organizer does not take responsibility for stolen things not given to deposit.
- c. It is forbidden: to buy, have and drink alcohol. Purchase, have and smoke tobacco. Purchase and take drugs.
- d. No people from outside of the Camp are allowed to visit without a permission of counselor or head of the Camp (does not apply to parents/guardians).
- e. In case of serious violation of rules Participant can be crossed out from the list of participants, and after warning the parents, expelled from the Camp on his/her own cost or parents/guardian. In this case person responsible for participant must pick up the kid in 48 hours. If not, Camp Organizer reserves the right to hand the participant to the police.

**9. Cancellation of the event by the organizer**

The Workshops Organizer and Camp Organizer reserve the right to cancel the FPDC event if the number of Participants does not reach the expected minimum of 250 people. The cancelation of the event due to the low number of participants cannot take place in less than 20 days from the scheduled date of its beginning. In such a case, accepted payments will be returned not later than August 31st, 2018.

**10. Other provisions**

- a. "The Terms and Conditions of Participation in Fair Play Dance camp are also in force for accompanying persons, represented by the Participant.
- b. Any disputes which may arise in connection with the execution of the agreement, in case of disagreement between the parties, shall be settled by the competent common court.