

GENERAL BUSINESS CONDITIONS OF THE INTERNATIONAL SUMMER ACADEMY OF THE UNIVERSITÄT MOZARTEUM SALZBURG

Universität Mozarteum Salzburg
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Correct as of 15 December 2017

1. AREA OF VALIDITY

These general business conditions are valid for registration and participation in the International Summer Academy of the Universität Mozarteum Salzburg.

By sending in the registration the participant agrees with these general business conditions and abides by them.

2. REGISTRATION

Registration and enrolment are only possible online by supplying a link to an informative video of the participant or of the ensemble.

The participant confirms with his/her registration that he/she holds all exploitation and usage rights related to the recording (video). The participant indemnifies the Universität Mozarteum Salzburg and renders it free of liability in this respect.

Master-classes and additional courses have to be booked on www.summeracademymozarteum.at at the latest by **1 May** of the relevant year. Registration of a participant who is under age has to be made by the parent or legal guardian.

Later registration is possible in principle up to and including **1 June** but the registration fee is then raised from € 170 to **€ 220**.

An **ensemble registration** is possible only for formations which already exist (duos, trios, quartets). At the same time as submitting the registration, ensembles have to send an informative biography of the ensemble via email to: summer.academy@moz.ac.at. Each member of an ensemble also has to carry out an active separate booking for the full price of € 500,- (excluding the registration fee). The difference between the reduced participation fee for ensembles will be reimbursed to each ensemble member when enrolment takes place.

Please take note that in many master-classes the number of participants is limited. Registrations will be considered according to the date when they are received.

Registrations by post, fax or e-mail will not be accepted and not taken into consideration.

2.1. Conditions of participation

In principle there is no age limit to participation in the master-classes; the only condition of acceptance is the comprehensive online registration including the obligation to provide a link to an informative video.

The director of the relevant master-class decides irrevocably and at his or her own artistic discretion who will be accepted as an active participant.

2.2. Non-acceptance in a master-class

Students, who on the basis of the video are not actively accepted in the booked master-class, have the possibility of being re-registered once via the department Students & Fundraising (summer.academy@moz.ac.at) for a different master-class. The International Summer Academy is responsible for proposing a selection of master-classes (correspondence via email).

There is no legal claim to take part actively in a master-class. Replies from summer.academy@moz.ac.at on the status of registration must be answered within five working days, otherwise students will be automatically re-booked with the status of listener.

During the enrolment procedure the difference between the fee for active participation and the status of listener (see point 3.1) will be refunded to the participant in cash and a receipt will be issued. Later transfer bookings and reimbursements are not possible.

All students who are not accepted as active participants and who do not make use of the status of listener must apply within five working days after receiving a reply concerning the status of their registration for reimbursement of the course fee. The participation fee will be reimbursed only in this case. The registration fee is retained in any event.

2.3 Reduction or Cancellation of master-classes / additional courses

If by the closing date of registration a master-class or additional course does not have the minimum number of participants, the International Summer Academy of the Mozarteum University reserves the right to reduce the number of teaching days. Nevertheless, all participants still receive the full number of teaching units.

The full participation and registration fee will be reimbursed if a master-class or additional course has to be cancelled.

3. PARTICIPATION AND REGISTRATION FEE

The current fees for the additional courses on offer can be downloaded from the homepage of the International Summer Academy of the Mozarteum University Salzburg.

The registration fee of € 170 (€ 220 if registration is made after 1 May) covers the costs of processing the registration and will not be reimbursed if the participant cancels.

3.1. Listeners

Active participants in all master-classes can attend other master-classes as listeners. The only exception is the master-class for composition.

Persons who have a general interest in the International Summer Academy of the Mozarteum University Salzburg have the possibility of acquiring a day or weekly ticket which enables them to attend all instrumental and singing master-classes as guest listeners:

- One-week card: EUR 150
- Day card: EUR 40 / Reduced price day card: EUR 20
(only for students from an EU or EEA country upon presentation of a student identity card and for a maximum of 5 days)
- Half-day card: EUR 25
(10 a.m. – 4 p.m. or 2 p.m. to 8 p.m.)

4. CONDITIONS OF PAYMENT

The entire course fee has to be paid immediately by credit card or by SOFORT transfer as soon as registration is made online.

The general business conditions of SOFORT Austria or the credit card company are applicable for the form of payment. All expenses and fees for international transfers are to be paid by the participant and will not be covered by Universität Mozarteum Salzburg.

5. ENROLMENT

We recommend that participants settle all enrolment formalities in the Service Point of the Universität Mozarteum Salzburg **one day before the start of the relevant master-class**. Participants receive their participation card from the office as well as all other necessary information.

Participants who have not settled their enrolment formalities at the latest **on the first day of the master-class or the additional course, will be automatically removed from the list of participants in the International Summer Academy of the Universität Mozarteum Salzburg**. The enrolment fee will not be reimbursed.

Participants who cannot be present for the entire duration of their master-class/their additional course have to inform the **International Summer Academy of the Universität Mozarteum Salzburg** by sending an email to summer.academy@moz.ac.at at the same time as they enrol, at the latest however by 1 May of the relevant year. The full participation fee has to be paid even if the master-class is only partially attended.

6. WITHDRAWAL

6.1. Right of withdrawal from the online registration (long distance transaction) and information concerning exercise of the right of withdrawal

For online registration and booking of the master-class and / or additional courses (services) of the International Summer Academy of the Universität Mozarteum Salzburg participants have the right to revoke the concluded contract online **within fourteen days** after conclusion of the contract without stating any reasons.

To exercise the right of withdrawal a clear explanation (e.g. letter, email) about the resolve to revoke the concluded contract has to be verifiably sent to the following address:

International Sommerakademie der Universität Mozarteum Salzburg
Mirabellplatz 1
5020 Salzburg

E-Mail: summer.academy@moz.ac.at

When written notification of withdrawal is made, it is important to state your international bank account details (including the Bank Identification Code BIC and the International Bank Account Number IBAN) as well as the name of the account holder and the address of the bank.

The explanation of withdrawal is not bound to any specific form but we recommend using the following sample withdrawal form. ([link to form](#))

To observe the revocation period it suffices that the notification about exercising the right of withdrawal is sent before expiry of the revocation period.

CONSEQUENCES OF WITHDRAWAL

If a participant withdraws from the contract, all related payments that have already been made, will be reimbursed without delay, yet at the latest within fourteen days after receipt of notification of withdrawal, minus all transaction charges. Reimbursement occurs by the same means of payment that was used for processing the payment. It is, however, permissible to agree explicitly on a different form of reimbursement as long as this does not result in charges. For technical reasons no reimbursements can be made to credit cards.

If the service has already begun during the revocation period, an appropriate sum is to be paid corresponding to the share of the service provided – in comparison with the overall extent of the service agreed in the contract – until the point when the International Summer Academy of the Universität Mozarteum Salzburg is informed about the exercise of the right of withdrawal.

6.2. Withdrawal for other reasons

If written notification is made before 1 May of the relevant year, the registration fee is retained; the participation fee will be reimbursed **minus all transaction costs**. When written notification of withdrawal is made, it is important to state your international bank account details (including the Bank Identification Code BIC and the International Bank Account Number IBAN) as well as the name of the account holder and the address of the bank. For technical reasons no reimbursements can be made to credit cards.

If withdrawal occurs after 1 May of the relevant year, the participation fee can only be reimbursed in justifiable exceptional reasons (in particular *force majeure*). In this case withdrawal has to have occurred at the latest **by the beginning** of the master-class / additional class. If withdrawal occurs after commencement of the booked master-class / the booked additional course, even in the case of *force majeure* the full participation fee will be retained.

Reimbursements can be carried out only until 31 October.

7. REDUCTION OF THE PARTICIPATION FEE

Particularly talented students worthy of additional support may apply for a reduction of the participation fee. In such cases the following documents are to be uploaded with the registration form:

- written application with details and proof of the financial situation of the participant (e.g. tax notice) to prove worthiness of social support

AND

- a signed informative recommendation from the student's teacher or a high-ranking professional person (with contact details of the teacher: name, address, university, academy, telephone number, e-mail address) or of the high-ranking professional person to prove the special talent.

Both documents must be sent together with the online registration form at the latest by 1 May of the relevant year. As only a limited number of partial scholarships are available, only complete applications will be taken into consideration in the order in which they are received. There is no legal claim to a reduction of the participation fee.

Students will be informed by email whether they will be granted a reduction. Payment can only be made in cash and upon personal presentation of this confirmation at the latest by the end of the booked master-class. Claims for reduction of the participation fee made afterwards cannot be taken into consideration.

8. PRACTICE ROOMS

The participation fee for active participants includes a practice room for one hour per week.

After the beginning of the relevant master-class a practice room can be booked in the Service Point upon presentation of the participation card. Other practice rooms can be rented for the duration of the relevant master-class.

The fee for a practice room for one hour daily per week (Monday – Saturday):

Practice room piano category I: EUR 20

Practice room piano category II: EUR 10

Practice room without a piano: EUR 5

9. CONCURRENT ATTENDANCE OF MASTER-CLASSES

In principle it is possible to attend more than one master-classes and depends on the free capacities in the relevant master-classes. If more than one master-class is booked, the participation fees for the relevant master-classes are payable in full but the registration fee only has to be paid once.

However we do not recommend attending several similar master-classes at the same time (for example piano and piano).

No claims can be made towards the International Summer Academy of the Mozarteum if the booked master-classes / additional courses cannot be attended or cannot be attended in full due to scheduling reasons of the participant.

10. CHANGING TO A DIFFERENT MASTER-CLASS OR DIFFERENT COURSE

It is only possible to change the booked master-class / booked additional course up to two days after the beginning of the relevant master-class / the relevant additional class and has to occur at the latest by 12 noon of the second day. This applies equally to students who, where applicable, after an audition on the spot are not actively accepted on the booked master-class and therefore want to change to a different master-class.

11. DIPLOMA

At the end of their master-class, active participants receive a diploma confirming their participation in the International Summer Academy of the Universität Mozarteum Salzburg. The latest date for issue of a diploma is 31 October 2017.

12. ACCOMMODATION

If students wish, the Office of the International Summer Academy of the Universität Mozarteum Salzburg can help to arrange accommodation in students' halls of residence (costs range between € 24 and € 35 per person and night).

Together with confirmation of registration, participants are sent the addresses of students' halls of residence; students themselves are responsible for making a reservation. If participants are interested in accommodation in private rooms, apartments or in shared accommodation, they can be supplied with a list of available rooms and apartments. All rental agreements have to be made directly – without any further intervention by the Summer Academy – with the person renting out accommodation.

Supplying addresses for accommodation is a service provided free of charge by the International Summer Academy of the Universität Mozarteum Salzburg. The International Summer Academy of the Universität Mozarteum Salzburg assumes absolutely no kind of guarantee or liability.

13. LIBRARY

The library of the Universität Mozarteum Salzburg is available for use by making a deposit of € 100.

14. DATA PROTECTION

The Universität Mozarteum Salzburg gathers personal data from participants in order to process applications and participation in the International Summer Academy of the Universität Mozarteum Salzburg. The Mozarteum University abides by the regulations of the DSGVO (Data Protection Law) as well as the DSGVO (General Data Protection Regulation). The Universität Mozarteum Salzburg informs participants with the data protection declaration of the International Summer Academy of the Universität Mozarteum Salzburg in the course of online registration for the Summer Academy (legal situation as of 25 May 2018) in particular about the purpose, kind and extent of data collection, processing, usage as well as the erasure of personal data necessary for processing the application and participation in the International Summer Academy, as well as about their rights resulting from the DSGVO and the DSGVO.

15. GRANTING OF RIGHTS

All events of the International Summer Academy of the Universität Mozarteum Salzburg may be recorded by the Mozarteum University and/or authorized third parties.

The recordings can be used for broadcasts (radio and television, including online media) in full, partially, and/or in excerpts, live and for later transmission, and also for individual retrieval, irrespective of the kind of receiver, and made accessible to the public. Other domestic or foreign broadcasting stations can use these recordings at the same time or transmit them at a later date.

The Universität Mozarteum Salzburg also reserves the right to distribute the event or master-class performances in sound and/or audio-visual form itself or have them distributed by third parties, on analogue and/or digital sound/picture/ picture-sound media, including online platforms, irrespective of existing and future format or procedure.

Furthermore, participants in the International Summer Academy of the Universität Mozarteum Salzburg explicitly declare their willingness to take part free of charge in recordings for documentation, current news reports and promotion for the Universität Mozarteum Salzburg and thereby renounce all related rights.

Participants in the International Summer Academy of the Universität Mozarteum Salzburg agree that they can be photographed by the Universität Mozarteum Salzburg in the context of the International Summer Academy of the Universität Mozarteum Salzburg and that these photographs can be used with no limitations by the Universität Mozarteum Salzburg as well as by sponsors of the performance and with no further compensation for usage in publications as well as for press and public relations services.

By registering for the International Summer Academy of the Universität Mozarteum Salzburg, participants agree to the recording, publication and archiving of the above-mentioned reports, as well as to the related renunciation of rights. Participants have no right to claim remuneration.

16. HOUSE ORDER

All participants in the International Summer Academy of the Universität Mozarteum Salzburg must observe the house regulations of the Universität Mozarteum Salzburg.

17. SEVERABILITY CLAUSE

If individual terms of these terms and conditions are or become ineffective, the validity of the other terms of these general conditions are not thereby affected. The ineffective term is replaced by a substitute provision which comes closest to the intended regulation.

18. LIABILITY

Participation in the International Summer Academy of the Universität Mozarteum Salzburg occurs at the participant's own risk. Participants are liable for damage which they may cause. Liability by the Universität Mozarteum Salzburg for compensation, in so far as it is not based on intent or gross negligence is out of the question, in particular if a master-class or an additional course has to be cancelled.

19. INSURANCE

All participants in the International Summer Academy of the Universität Mozarteum Salzburg must have health, accident and liability insurance. In the case of accidents or theft of any kind, damage or loss of personal objects of the participants, the Universität Mozarteum Salzburg assumes no liability whatsoever.

20. SPECIAL CONDITIONS FOR PARTICIPANTS WHO ARE UNDER AGE

The parent or legal guardian who concludes the contract for participation in the Summer Academy on behalf of the participant who is under age, declares his or her agreement with the fact that the Universität Mozarteum Salzburg cannot assume any responsibility for supervising the participant who is under age. This applies in particular to behaviour immediately before the beginning of the master-class / additional course or after the end of the master-class / additional course and outside the rooms where the master-class / additional course is held. Every registration of a participant who is under age requires a signed declaration by the parent or legal guardian to this effect.

The parent or legal guardian is responsible for damage caused by the participant who is under age. Furthermore, the parent or legal guardian indemnifies the Universität Mozarteum Salzburg concerning all claims to compensation which are asserted by the participant who is under age.

21. APPLICABLE LAW AND PLACE OF JURISDICTION

It is agreed that Austrian law applies for all conflicts resulting from or related to the business relationship under exclusion of norms of international private law and of the UN Convention on Contracts for the international sale of goods.

The place of jurisdiction for all conflicts resulting from or related to the business relationship is the relevant court in the city of Salzburg, Austria.

In the event of any conflicts and / or contradictions between the German language version and the English language version of the General Business Conditions of the International Summer Academy of the Universität Mozarteum Salzburg, the German language version is considered to be legally binding.