

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

Mozarteum University Salzburg
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www.summeracademymozarteum.at

Correct as of 3 March 2022

1. AREA OF VALIDITY

These general business conditions are valid for registration and participation in the International Summer Academy of the Mozarteum University Salzburg. By sending in the registration, the participant agrees with these general business conditions and abides by them.

2. REGISTRATION

Registration is only possible online by supplying a link to an informative video of the participant or of the duo. Please upload the entire repertoire you chose to work on in detail (including complete title, composer, opus number, key etc.) until 1 June 2022.

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 Mozarteum University Salzburg and renders it free of liability in this respect.

Masterclasses and additional courses have to be booked on www.summeracademymozarteum.at at the latest by 20 April 2022 (delayed applications are possible until 3 May 2022 in combination with a higher registration fee). Registration of an underage participant has to be made by the parent or legal guardian.

A registration for duos is possible only for formations, which already exist at the moment of the online registration. At the same time as submitting the registration, duos have to send an informative biography of the ensemble via email to: summer.academy@moz.ac.at. Each member of the duo has to carry out an active separate booking to the full price of € 500 for a two-week long masterclass, and to the full price of € 300 for a one-week long intensive course (excluding the registration fee). The difference between the reduced participation fee for ensembles will be reimbursed via bank transfer.

Please take note that in many masterclasses the number of participants is limited. Registrations will be considered according to the date of receipt. Registrations by post, fax or e-mail will not be taken into consideration.

2.1. Conditions of participation

In principle there is no age limit to participation in the masterclasses; the only condition of acceptance is the complete online registration, including the obligation to provide a link to an informative video. The lecturer of the relevant masterclass decides irrevocably at his/her own artistic discretion who will be accepted as an active participant.

2.2. Non-acceptance in a masterclass

Students, who are not accepted as active participants in the booked masterclass, have the possibility of being re-registered for a different masterclass once by the International Summer Academy of the Mozarteum University Salzburg. The International Summer Academy of the Mozarteum University Salzburg is responsible for proposing another masterclasses (correspondence via email).

There is no legal claim to take part actively in a masterclass. Replies from the International Summer Academy of the Mozarteum University Salzburg 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 personal 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 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 for reimbursement of the course fee within five working days after receiving a reply by the International Summer Academy of the Mozarteum University Salzburg concerning the status of their registration. The participation fee will be reimbursed only in this case. The registration fee is retained in any event.

2.3 Reduction or Cancellation of masterclasses/additional courses

If by the closing date of registration a masterclass or additional course does not have the minimum number of participants, the International Summer Academy of the Mozarteum University Salzburg 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 masterclass or additional course has to be cancelled.

2.3.1 Organization of masterclasses/additional courses

If a lecturer is prevented from teaching the masterclass/the additional course by illness or other unforeseen circumstances, the International Summer Academy of the Mozarteum University Salzburg makes every effort to find an equivalent replacement. Participants are free to attend the replacement masterclass/additional course. Alternatively, participants can give written notification of non-participation at the latest before the beginning of the relevant first teaching unit of the replacement masterclass /additional course.

In the case of withdrawal being made in written form, the enrolment and participation fee for this masterclass/additional course will be reimbursed in full. No further claims can be made for the reimbursement of other expenditure related to the masterclass/additional course (e.g. travel expenses etc.).

There is no claim to the organization of a replacement masterclass/additional course. If no replacement masterclass/ no replacement additional course is offered, the enrolment and participation fee will be reimbursed in full. No further claims can be made for the reimbursement of other expenditure related to the masterclass/additional course (e.g. travel expenses etc.).

3. PARTICIPATION AND REGISTRATION FEE

The current fees for the courses on offer can be downloaded from the website of the International Summer Academy of the Mozarteum University Salzburg (www.summeracademymozarteum.at). The registration fee of € 170 (€ 220 for registrations after 20 April 2022) covers the costs of processing the registration and will not be reimbursed if the participant cancels.

3.1. Listeners

Active participants can attend other masterclasses as listeners. The only exception is the masterclass 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 masterclasses as guest listeners:

One-week card: € 150
Day card: € 40
Half-day card: € 25 (10 am–4 pm or 2 pm–8 pm)

Due to the current SARS-CoV-2 / Covid-19-situation, masterclasses might have to take place without audience.

4. CONDITIONS OF PAYMENT

The entire course fee (enrolment fee and course fee for the booked masterclasses/additional courses) 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 Mozarteum University Salzburg.

5. ENROLMENT

Personal enrolment has to take place until the third day of the relevant masterclass in the Service Point of the Mozarteum University Salzburg. Participants receive their participation card from the office, as well as other necessary information.

Participants who have not settled their personal enrolment at the latest on the third day of the masterclass or the additional course, will automatically be removed from the list of participants in the International Summer Academy of the Mozarteum University Salzburg, unless an individual separate agreement has been made in advance in written form. The enrolment and participation fee will not be reimbursed.

Participants who cannot be present for the entire duration of their masterclass/additional course have to inform the International Summer Academy of the Mozarteum University Salzburg by sending an email to summer.academy@moz.ac.at at the same time as they enroll, at the latest however two weeks before the beginning of the relevant masterclass/additional course. In case of shortened participation, the full participation and registration fee has to be paid for the masterclass/additional course; a fee reduction or reimbursement is not granted. Moreover, in this case participants have no claim to receiving the full number of teaching units.

Written notification by a participant about a delayed arrival and/or a shortened participation in the masterclass/additional course can occur only once and requires the explicit written confirmation by the International Summer Academy of the Mozarteum University Salzburg.

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 masterclass and/or additional courses (services) of the International Summer Academy of the Mozarteum University 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 Universität Mozarteum Salzburg
Mirabellplatz 1
5020 Salzburg
E-Mail: summer.academy@moz.ac.at

It is necessary to provide an international bank account (including BIC and IBAN) as well as the account holder and the address of the bank. The declaration of withdrawal is not bound to any specific form, but it is recommended to use the sample withdrawal form of the online registration.

In order to comply with the withdrawal deadline, it suffices to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal deadline.

Consequences of withdrawal

If a participant withdraws from the contract, all related payments that have already been made will be reimbursed without delay, 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 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 services provided – in comparison with the overall extent of the service agreed in the contract – until the point when the International Summer Academy of the Mozarteum University Salzburg is informed about the exercise of the right of withdrawal.

6.2. Withdrawal for other reasons

In case of written withdrawal before 3 May 2022, the registration fee is retained; the participation fee will be reimbursed minus all transaction costs. It is necessary 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.

In case of written withdrawal after 3 May 2022, 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 masterclass/additional class. If withdrawal occurs after commencement of the booked masterclass/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 2022.

6.3. Withdrawal in connection with SARS-CoV-2/Covid-19 or another pandemic

For withdrawal in connection with SARS-CoV-2/Covid-19 or another pandemic, point 20 applies.

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 have 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/high-ranking professional person: name, address, university, academy, telephone number, e-mail address) to prove the special talent

Both documents must be sent together with the online registration form at the latest by 3 May 2022. 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 at the end of June 2022, whether they will be granted a reduction. Payment can only be made via bank transfer and upon personal presentation of a written confirmation by the International Summer Academy of the Mozarteum University Salzburg at the latest by the end of the booked masterclass. Claims for the disbursement made afterwards cannot be taken into consideration.

8. PRACTICE ROOMS

The participation fee for active participants includes a practice room for one hour daily per week. After the beginning of the relevant masterclass, a practice room can be booked in the Service Point upon presentation of the participation card. Additional practice rooms can be rented for the duration of the relevant masterclass.

Weekly fee for a practice room for one hour daily (Monday-Saturday):

- Practice room piano category I: € 20
- Practice room piano category II: € 10
- Practice room without a piano: € 5

Due to the SARS-CoV-2/ Covid-19-situation, the usage of practice rooms might be linked to special conditions.

9. CONCURRENT ATTENDANCE OF MASTERCLASSES

It is possible to attend more than one masterclass and is based upon free capacities in the relevant masterclass. If more than one masterclass is booked, the participation fees for the relevant masterclasses are payable in full, but the registration fee only has to be paid once.

However, we do not recommend attending several similar masterclasses at the same time (for example piano and piano). No claims can be made towards the International Summer Academy of the Mozarteum University Salzburg if the booked masterclasses/additional courses cannot be attended (in full) due to scheduling reasons of the participant.

10. CERTIFICATE

At the end of their masterclass, active participants receive a certificate, confirming their participation in the International Summer Academy of the Mozarteum University Salzburg. The latest date of issue is 31 October 2022.

11. ACCOMMODATION

Together with confirmation of registration, participants receive 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 receive a list of available rooms and apartments per email. All rental agreements have to be made directly with the landlord/landlady. The International Summer Academy of the Mozarteum University Salzburg assumes absolutely no kind of guarantee or liability.

The closure of accommodations booked by the participants – especially in connection with SARS-CoV-2 / Covid-19 – has no effect on the provision of services by the Mozarteum University Salzburg and therefore does not constitute a reason for withdrawal/revocation or a claim for reimbursement of any kind.

12. LIBRARY

The library of the Mozarteum University Salzburg is available for use by making a deposit of € 100. Opening hours and usage of the library cannot be assured due to the current SARS-CoV-2 / Covid-19-situation.

13. DATA PROTECTION

The Mozarteum University Salzburg gathers personal data from participants in order to process applications and participation in the International Summer Academy of the Mozarteum University Salzburg. The Mozarteum University abides by the regulations of the DSG (Data Protection Law) as well as the DSGVO (General Data Protection Regulation). The Mozarteum University Salzburg informs participants with the data protection declaration of the International Summer Academy of the Mozarteum University Salzburg in the course of online registration for the Summer Academy 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 DSG and the DSGVO.

14. GRANT OF RIGHTS

All events of the International Summer Academy of the Mozarteum University Salzburg that are held in analog or digital format can be recorded by the Mozarteum University Salzburg and/or by third parties to whom the Mozarteum University Salzburg has granted permission to do so.

The recordings may be used for broadcasting purposes (radio, television) and for online media in whole, in part and/or in excerpts, live and/or time-delayed, also on individual request, regardless of the type of receiving device, and be made publicly available. Other broadcasters in Austria and abroad, who are authorised to do so, may use these recordings simultaneously and/or with a time delay different times.

The Mozarteum University Salzburg reserves the right to distribute or have distributed contributions to events in sound and/or audio-visual form, itself and/or through third parties authorised to do so, on analogue and/or digital sound/image/image-tone data carriers, including online platforms and social media, in all formats or processes known today and in the future, in particular without restriction in terms of content, time and space (territorial), including any extension of the term of protection.

Furthermore, the participants in the International Summer Academy of the Mozarteum University Salzburg expressly agree to cooperate free of charge with recordings for the purposes of documentation, current reporting and advertising for the Mozarteum University Salzburg and to grant all rights associated therewith to the Mozarteum University of Salzburg, unlimited in terms of content, time and space (territorial), including any extension of the term of protection.

The participants in the International Summer Academy of the Mozarteum University Salzburg agree that they may be photographed in the context of the International Summer Academy of the Mozarteum University Salzburg and that these photographs may be used by the Mozarteum University Salzburg, as well as by sponsors of the event without restriction and without further remuneration for publication in the media, as well as for press and public relations work without restrictions in terms of content, time and space (territorial).

By registering for the International Summer Academy of the Mozarteum University Salzburg, the participants agree to the recording, publication and archiving of the above-mentioned contributions in all formats or processes known today and in the future, as well as to the granting of rights associated therewith, without any restrictions in terms of content, time and space (territorial), including any extension of the term of protection. The candidates are not entitled to any remuneration.

15. HOUSEHOLDER'S RIGHTS

15.1 House rules

All candidates in the International Summer Academy of the Mozarteum University Salzburg are subject to the house rules of the Mozarteum University Salzburg (available on the website of the Mozarteum University Salzburg at www.uni-mozarteum.at/de/university/intern/index.php).

15.2. Safety and hygiene concept as well as instructions from the safety officer

The current safety and hygiene concept regarding SARS-CoV-2/Covid-19 of the Mozarteum University Salzburg (available at www.uni-mozarteum.at/en/university/corona.php) must be observed and the instructions of the security officer and the staff of the Mozarteum University Salzburg must be followed.

16. LIABILITY

Participation in the International Summer Academy of the Mozarteum University Salzburg occurs at the participant's own risk. Participants are liable for damage, which they may cause. Liability by the Mozarteum University 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 masterclass or an additional course has to be cancelled.

17. INSURANCE

All participants in the International Summer Academy of the Mozarteum University 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 Mozarteum University Salzburg assumes no liability whatsoever.

18. SPECIAL CONDITIONS FOR UNDERAGE PARTICIPANTS

The parent or legal guardian, who concludes the contract for participation in the International Summer Academy of the Mozarteum University Salzburg on behalf of the underage participant, declares his/her agreement with the fact that the Mozarteum University Salzburg cannot assume any responsibility for supervising the underage participant. This applies in particular to behaviour immediately before the beginning or after the end of the masterclass/additional course and outside the rooms, where the masterclass/additional course is held. Every registration of an underage participant requires a signed declaration by the parent or legal guardian to this effect (download via online registration).

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

19. ANTI-DISCRIMINATION

The Mozarteum University Salzburg, and thus the International Summer Academy of the Mozarteum University Salzburg, adheres to the zero-tolerance principle with regard to discrimination. Any kind of discrimination – be it on the basis of gender, sexual orientation, age, religion or belief or ethnicity – will not be accepted and may lead to exclusion from the competition.

20. SARS-COV-2/COVID-19-PANDEMIC

20.1. Participation and procedure

The applicable requirements regarding SARS-CoV-2 / COVID-19 of the University Mozarteum Salzburg can be found on the website of the Mozarteum University Salzburg under „Information Covid-19“ (www.uni-mozarteum.at/de/university/corona.php) and are an integral component of the General Terms and Conditions.

Participation in the International Summer Academy of the Mozarteum University Salzburg, as well as the stay in the premises of the Mozarteum University Salzburg, is at the participant's own risk. The participation of persons who belong to a SARS-CoV-2/Covid-19-risk group is unequivocally at the discretion and responsibility of the respective person, the Mozarteum University Salzburg cannot take any increased safety and protective measures in this regard. In case of doubt, the Mozarteum University Salzburg advises to refrain from participation.

The requirements of the current safety and hygiene concept of the Mozarteum University Salzburg – whereby a specific safety and hygiene concept may apply to the International Summer Academy of the Mozarteum University Salzburg – must be complied with unreservedly.

According to §5 (11) of the house rules of the University Mozarteum Salzburg (MBL of 10/12/2101, 2nd part), the rectorate can take measures to prevent and protect the health of the members of the university, as well as third parties, and in this context also impose access restrictions. Especially in connection with the notifiable infectious disease COVID-19, the rectorate can impose measures, such as wearing a suitable protective mask, hygiene rules, distance regulations, the submission of appropriate proof (proof of vaccination with a vaccine approved by the EMA, proof of recovery, proof of a negative test, in accordance with the currently applicable legal, official and university regulations) in connection with an official photo ID, as well as the specification or recording of contact details in order to be able to trace chains of infection if necessary. The instructions given by the persons listed in Section 2, Paragraph 2 of the House Rules must be followed immediately; otherwise, they can issue immediate removal from the university premises.

Entering the premises of the Mozarteum University Salzburg with SARS-CoV-2/Covid-19-symptoms or a SARS-CoV-2/Covid-19-infection is prohibited.

(www.sozialministerium.at/Themen/Gesundheit/Uebertragbare-Krankheiten/Infektionskrankheiten-AZ/Neuartiges-Coronavirus.html)

Persons who develop symptoms during the International Summer Academy of the Mozarteum University Salzburg must go home immediately. The safety officer of the Mozarteum University Salzburg must be informed verifiably. The current guidelines of the Mozarteum University Salzburg (www.uni-mozarteum.at/de/university/corona.php) must be complied with unreservedly.

Violations, in particular of the current safety and hygiene concept of the Mozarteum University Salzburg, of legal and official regulations, but also failure to follow the instructions of the staff of the Mozarteum University Salzburg may result in irrevocable exclusion from further participation in the International Summer Academy of the Mozarteum University Salzburg. There will be no reimbursement of costs or reimbursement of amounts already paid.

Due to the SARS-CoV-2/Covid-19-situation, it may be necessary for concerts/award ceremonies to take place without a live audience.

20.2. Withdrawal and cancellation

20.2.1. Cancellation due to SARS-CoV-2/Covid-19

If parts or the entire International Summer Academy of the Mozarteum University Salzburg are cancelled by the Mozarteum University Salzburg before the start of International Summer Academy in consequence of legal requirements or official directives, protective measures taken by the Mozarteum University Salzburg or other reasons in connection with SARS-CoV-2/Covid-19, any amounts already paid will be refunded. The reimbursement will be made to the same instrument of payment that was used to process the payment. For technical reasons no reimbursements can be made to credit cards.

20.2.2. Withdrawal due to an official travel warning

If a person cannot or does not want to take part in the International Summer Academy of the Mozarteum University Salzburg due to an official travel warning in connection with SARS-CoV-2/Covid-19 of his/her respective home country for Austria and/or the city of Salzburg, the person may submit an application for withdrawal from participation in the International Summer Academy of the Mozarteum University Salzburg:

Prerequisites:

- The person is staying in a country outside of Austria at the time of submitting the application for withdrawal.
- At the time of the application, there is a valid official travel warning for Austria and/or Salzburg (a warning is issued for travelling to Austria/Salzburg).
- A clear declaration (e.g. letter, email to the International Summer Academy of the Mozarteum University Salzburg, Mirabellplatz 1, 5020 Salzburg, Austria or by email: summer.academy@moz.ac.at) of the decision to withdraw from the International Summer Academy of the Mozarteum University Salzburg has been received.

If the above-mentioned points are verifiably true, payments already received will be reimbursed immediately, but no later than fourteen days from receipt of the withdrawal notice, minus all transaction costs. The reimbursement will be made to the same instrument of payment that was used to process the payment. It is permissible to expressly agree on a different type of reimbursement, but this must not involve costs. For technical reasons, no refunds will be made to credit cards.

In the event of withdrawal due to an official travel warning in connection with SARS-CoV-2/Covid-19, which occurs in a longer period than 1 month before the start of the International Summer Academy of the Mozarteum University Salzburg, or in a shorter period than three days before the start of the International Summer Academy of the Mozarteum University Salzburg, there is no entitlement to a refund.

In the event of a cancellation or withdrawal, there is no entitlement to reimbursement of expenses such as travel costs, accommodation costs, lost profits or the like.

20.3. Other

The Mozarteum University Salzburg cannot be held liable for infections in connection with SARS-CoV-2/Covid-19 or for possible consequential damages in connection with SARS-CoV-2/Covid-19.

Participants in the International Summer Academy of the Mozarteum University Salzburg acknowledge that the occurrence of a SARS-CoV-2 / COVID-19-infection or the detection of an infection in another person, who is involved in the International Summer Academy or had contact with the Mozarteum University Salzburg, may result in the cancellation of the International Summer Academy of the Mozarteum University Salzburg and all participants subsequently will be placed in quarantine and/or requested to contract SARS-CoV-2 / COVID-19-testing at their own expense. Claims of any kind against the Mozarteum University Salzburg are excluded in this context.

The Mozarteum University Salzburg reserves the right to adapt these provisions depending on the situation, even at short notice, in order to comply with legal and official requirements.

Point 20 of the General Terms and Conditions of the International Summer Academy of the Mozarteum University Salzburg applies equally to any other type of epidemiological or pandemic infectious occurrence.

21. 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.

22. 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 Mozarteum University Salzburg, the German language version is considered to be legally binding.