



**GENERAL BUSINESS CONDITIONS
OF THE INTERNATIONAL SUMMER ACADEMY
OF THE MOZARTEUM UNIVERSITY SALZBURG
AN EVENT OF THE MOZARTEUM UNIVERSITY SALZBURG**

Mozarteum University Salzburg
Mirabellplatz 1
5020 Salzburg
Tel.: +43 676 88122 327
E-Mail: summer.academy@moz.ac.at
<https://www.moz.ac.at/en/summeracademy>

Correct as of 22 January 2024

1. AREA OF VALIDITY

These General Terms and Conditions govern all rights and obligations for the relationship between the International Summer Academy Mozarteum University Salzburg (hereinafter referred to as SOAK) and the participants. The following regulations apply exclusively, deviating regulations are not recognized, unless SOAK has expressly agreed to them in writing or there are mandatory legal regulations.

2. REGISTRATION

Registration is only possible online by supplying a link to an informative video of the participant. Please upload the entire repertoire you chose to work on in detail (including complete title, composer, opus number, key etc.) until 20 April 2024.

Underage participants must be registered by the parent or legal guardian.

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 <https://apps.moz.ac.at/apps/fe/soak/> at the latest by 20 April 2024.

A registration for ensembles in selected masterclasses (e.g. Liedgestaltung) is possible only for formations, which already exist at the moment of the online registration. 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 the ensembles has to carry out a separate booking to the full price of €480,- (excluding the registration fee). The difference between the reduced participation fee for ensembles will be reimbursed via bank transfer after the end of the respective masterclass. 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. Please note: the application does not automatically guarantee the acceptance

into the desired masterclass. 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 upon availability once by the SOAK. The SOAK is responsible for proposing another masterclass (correspondence via email).

2.3 There is no legal claim to take part actively in a masterclass.

2.4 Replies from the SOAK on the status of registration must be answered within five working days (=Monday to Friday), 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 will be refunded to the participant onto the medium that was used to pay for the course online. 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 fourteen days after receiving a reply by the SOAK concerning the status of their registration. The participation fee will be reimbursed only in this case. The registration fee is retained in any event.

2.5 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 SOAK 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 must be cancelled.

2.6 Organization of masterclasses/additional courses

If a lecturer is prevented from teaching the masterclass/the additional course by illness or accident, the SOAK 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 full enrolment and participation fee for this masterclass/additional course will be reimbursed. 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 for 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.).

2.7 Teaching units and participation numbers

Masterclass:

A masterclass consists of 4 teaching units, whereby one teaching unit in the masterclasses lasts 45 minutes.

Additional course:

The number and duration of the teaching unit is stated transparently in the online booking system when the additional course is booked.

Minimum number of participants in a masterclass:

10 people per masterclass, whereby the artistic and didactic decision regarding reduction or cancellation rests with the instructor.

Minimum number of participants for additional courses:

The artistic and didactic decision to reduce or cancel the class rests with the instructor.

3. PARTICIPATION AND REGISTRATION FEE

The current fees for the courses on offer can be downloaded from the website of the SOAK. The registration fee of €120,- 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. Interested third parties have the opportunity to attend all instrumental and vocal masterclasses as listeners by purchasing a day and/or weekly ticket (€ 50,- or € 150,-) (masterclasses for composition are always excluded).

4. CONDITIONS OF PAYMENT

The entire course fee (enrolment fee + course fee for the booked masterclasses/additional courses) has to be paid immediately by credit card as soon as registration is made online. The general business conditions of 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 must take place on the first 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 second day of the masterclass or the additional course, will automatically be removed from the list of participants in the SOAK, unless an individual separate agreement has been made in advance in written form. The enrolment and participation fee will not be reimbursed.

Participants who are unable to be present on site for the entire duration of their masterclass/additional course must notify SOAK in writing at summer.academy@moz.ac.at at the same time as they register. Written notification of shortened attendance is only valid after explicit confirmation by SOAK. The full participation fee must also be paid in the event of shortened participation, but in this case, there is no entitlement to the full number of teaching units.

6. WITHDRAWAL**6.1 Right of withdrawal from the online registration (distance selling) and information concerning exercise of the right of withdrawal**

For online registration and booking of the masterclass and/or additional courses (services) of the SOAK, 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 withdrawal form in the download section of your online profile on the application website.

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.

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 SOAK is informed about the exercise of the right of withdrawal.

6.2 Withdrawal for other reasons

In case of written withdrawal before 20 April 2024, 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.

In case of written withdrawal after 20 April 2024, the participation fee can only be reimbursed in justifiable exceptional reasons (in particular force majeure). In this case, withdrawal must 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 2024.

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 must be uploaded with the registration until 20 April 2024:

- 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

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 2024, whether they will be granted a reduction. Payment will only be made by bank transfer and upon personal presentation of the official confirmation of having been granted financial assistance by the end of the booked masterclass at the latest. Thereafter, the entitlement to payment of the scholarship expires.

8. PRACTICE ROOMS

The participation fee for active participants of all masterclasses includes a practice room for two hours daily per week. Active participants of the piano masterclasses receive a practice room for three hours daily per week.

Practice rooms 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: €30,-

Practice room piano category II: €15,-

9. CONCURRENT ATTENDANCE OF MASTERCLASSES

Attending more than one masterclass is possible 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 has to be paid only 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 SOAK 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 SOAK. The latest date of issue is 31 October 2024.

11. ACCOMMODATION

Participants receive a list of possible halls of residence with the registration confirmation. Accommodation reservations are made by the participants themselves. On request, participants also receive a list of private accommodation options by e-mail. All agreements must be made directly with the landlords. SOAK only provides the relevant information but does not assume any guarantees or liability.

12. LIBRARY

The library of the Mozarteum University Salzburg is available for use by paying a usage fee of €10,-. This fee is to be paid in cash during the opening hours of the library.

13. DATA PROTECTION

The Mozarteum University Salzburg gathers personal data from participants to process applications and participation in the SOAK. 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 SOAK during online registration for the Summer Academy 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 SOAK, as well as about their rights resulting from the DSG and the DSGVO.

14. COPYRIGHT PROTECTION

The making of image, sound and video recordings of any learning material, of the lecture (the lecturer) and lessons or of participants during the master class of the additional course/event is prohibited.

15. GRANT OF RIGHTS

All events of the SOAK 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 authorized 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 authorized 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 SOAK 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 SOAK agree that they may be photographed in the context of the SOAK 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 SOAK, 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.

16. HOUSEHOLDER'S RIGHTS

All participants of the SOAK are subject to the house rules of the Mozarteum University Salzburg. Any safety and hygiene concepts, including those concerning SARS-CoV-2/Covid-19 of the Mozarteum University Salzburg must be observed.

17. LIABILITY

SOAK assumes no liability regarding a specific personal learning success or the knowledge imparted and cannot be held liable for a specific individual success of the masterclass or additional course.

SOAK's liability for slight negligence - with the exception of personal injury - is excluded. SOAK's liability for indirect damages, pure financial losses and loss of profit is excluded. SOAK accepts no liability for theft or damage caused by third parties or other event participants or for the loss of valuables.

18. INSURANCE

All participants in the SOAK 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. In particular, the participants themselves must ensure that their instruments are adequately insured.

19. SPECIAL CONDITIONS FOR UNDERAGE PARTICIPANTS

The parent or legal guardian, who concludes the contract for participation in the SOAK 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 behavior 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. The parent or legal guardian is responsible for damage caused by the underage participant.

20. ANTI-DISCRIMINATION

The Mozarteum University Salzburg and thus the SOAK is expressly committed to the principles of anti-discrimination and equal treatment, which require equal treatment of all people regardless of their gender, socio-economic background, age, ethnicity, sexual orientation, religion or belief, as well as in the case of a disability. Any kind of discrimination is not accepted and can lead to exclusion from the SOAK

21. MISCELLANEOUS

The Mozarteum University Salzburg cannot be held liable for infections in connection with SARS-CoV-2 / Covid-19 or for possible consequential damage in connection with SARS-CoV-2/Covid-19. Participation in the SOAK is at your own risk and peril. This also applies to any other type of epidemiological or pandemic infection event.

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 SOAK, the German language version is considered to be legally binding.