

Terms and conditions of participation in the Fair Play Summit 2018

ver.1 (6.02.2018)

1. General terms and conditions

- a. The general terms and conditions are hereby set for Fair Play Summit 2018 event (hereinafter referred as „FPS”), which will take place in Warsaw, Poland from 29th to 28th of April, 2018.
- b. The FPS event and all related services offered under the concluded agreements will be executed at ATM Studio in WARSAW, Poland, ul. Wał Miedzeszyński 384 (hereinafter: „Venue”).
- c. Terms and Conditions define the rights and obligations of the FPS participants and organizers
- d. To become a participant in the FPS event (in further sections referred to as "**Participant**") one must purchase dance workshops (hereinafter: „**Workshops**") are understood as dance classes, which are available to people who bought ticket packages named „VIP”, „TWO DAYS” or „ONE DAY”. Workshops packages mentioned above DO NOT INCLUDE ACCOMMODATION 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.fairplaysummit.com website.
- e. Workshops organizer and the entity responsible for selling Workshops packages, hereinafter referred to as the „**FPS Organizer**”, is Fair Play Summit 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: 5423285099 National Business Registry Number: 368340127.

2. Conclusion of the agreement

- a. The participation agreement in Fair Play Summit 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 Summit and terms and condition of the www.fairplaysummit.com website 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.fairplaysummit.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 terms and conditions of participation at www.fairplaysummit.com, terms and condition of the www.fairplaysummit.com website and consented to the processing of personal data.
 - (5) The Participant has paid within 3 working days from the registration the deposit (within the meaning of the article 395¹ 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 euro). 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 600 zł or 150 euro) no later than 16/03/2018
 - third installment of the remaining amount to 100% of the price of the package no later than 06/04/2018.
- b. 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 Summit.
- c. After placing order, the Participant receives an e-mail with the final confirmation of all the essential elements of the Order.
- d. The above referred e-mail message will be send from an address in web domain: info@fairplayregister.com
- e. Agreement shall be treated as concluded from the moment the Participant receives the e-mail referred to above. FPS Organizer however is not responsible for message delivery failure, caused by any blocking software or on-line service being used by the Participant.
- f. 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.

¹ 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.

- (1) 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.
- (2) Workshops Organizer provides a possibility of purchasing all Workshops packages on the spot (cash payment only) unless all available places sold out before the FPS event. This possibility will be confirmed as www.fairplaysummit.com website 2 days before the FPS begins.

3. Payment

- a. The FPS Organizer 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.fairplaysummit.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 <https://www.przelewy24.pl/eng/regulations>. The choice of method of payment is tantamount to acceptance these rules.
 - traditional transfer: **Bank transfer details:**

WORKSHOPS PAYMENT

Name of the recipient:

Fair Play Summit s.c. K. Niecikowski, W. Błaszko,
1000-lecia P.P 10/137 , 15-111 BIALYSTOK, Poland

Bank accounts:

Payment in PLN: PL 12 1050 1823 1000 0092 4732 8900

Payment in EUR: PL 77 1050 1823 1000 0092 4732 8991

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, One Day

or

Bruno George, One Day, 1st installment

- c. The transfers without the above description shall not be honored by the FPS Organizer.
- d. FPS Organizer is 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.

4. Cancellation of the event by the Participant

- a. In the event of their resignation, the Participant should immediately notify the FPS Organizer and deliver their written statement to the following email address: info@fairplayregister.com
- b. In the event of the Participant's resignation, the FPS 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 FPS 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 FPS event – the Participant appoints a person who shall comply with all the terms and conditions of the participation in the FPS 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 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 event and the costs incurred by the FPS Organizer.

5. Responsibility of the Parties. Complaints. Replacement benefits.

- a. The FPS Organizer is 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 FPS 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 Participant should report that fact in writing to the FPS Organizer's representative at the time of the event or by sending the email to the following email address: info@fairplayregister.com
- b. As a result of the artistic nature of the realized services, FPS Organizer reserves 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 FPS event. The above-mentioned changes are not the basis of the complaint or of termination of the Sales Agreement concluded between FPS Organizer and Participant.

- c. If particular services are not delivered (excluding changes mentioned in section b. above), to which the FPS Organizer is 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 FPS Organizer assumes adequate financial responsibility and is 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.
- d. 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 FPS Organizer not later than 30 days from the date of the end of the FPS event. A complaint properly lodged will be responded to by the FPS Organizer in writing as soon as possible but not later than within 30 days of its receipt.
- e. If the provision of services, which constitute a vital part of the programme, is not possible, the FPS Organizer shall, without burdening the Participant with additional costs, provides 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 FPS Organizer is 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.
- f. From the beginning of the FPS event the Participant is obliged to take instructions from the FPS Organizer's representatives concerning realization of the Workshops programme.
- g. 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.
- h. The Participant shall be liable to the FPS Organizer, their Representatives, and persons with whom the FPS Organizer executes the contract for the material damage caused during their stay.
- i. The FPS Organizer reserves the right to terminate the agreement with immediate effect, without any financial consequences, with a Participant who significantly violated or persistently violates the established schedule of the FPS event, or threatens to prevent the established schedule from its realization or other Participants from the normal use of the services.
- j. The FPS Organizer reserves the right to limit the number of packages and closing packages sale in case the number of people entitled to enter the dance classes exceeds the limit of 800 people. Information on sale closure will be announced on the www.fpdancecamp.com website.
- k. FPS Organizer is not responsible for luggage or other property theft or damage, especially those caused by Participant's negligence.

6. Rules for participation in dance workshops (also called „Workshops Regulations“)

- a. Workshops Participants are obligated to follow these Workshops Regulations.
- b. The application of participation in the 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 FPS Organizer, 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 is forbidden and will cause a cancel action 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. Bringing or consumption of alcoholic beverages, smoking and possession of psychotropic substances through the whole duration of the workshop is prohibited.
- i. 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.
- j. Bringing food to the dance hall is prohibited.
- k. Video recording, audio recording and taking photographs of the classes without the Organizer's consent is prohibited.
- l. Application for participation in the Workshop is tantamount to agreeing to a free and irrevocable use for marketing purposes by the FPS 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.

7. Cancellation of the event by the organizer

The FPS Organizer reserves the right to cancel the FPS event if the number of Participants does not reach the expected minimum of 300 people. The cancellation of the event due to the low number of participants cannot take place in less than 7 days from the scheduled date of its beginning. In such a case, accepted payments will be returned not later than May 31st, 2018.

8. Other provisions

- a. "The Terms and Conditions of Participation in Fair Play Summit 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.