



## **General conditions for the organization of Catch The Flava Camp 2017**

### **1. General provisions**

- 1.1. The hereby document provides overall conditions for the organization of Catch The Flava Camp 2017 (hereinafter referred to as: either "the Camp" or "CTF"), which – subject to provisions of point 2.5 – will take place beginning from 23<sup>rd</sup> July 2017 until 27<sup>th</sup> July 2017 at the University of Physical Education, located at Aleja Jana Pawła II Street 82 in Kraków (hereinafter referred to as "the Centre"). In cases of conflict between specific provisions of hereby document and provisions from the agreement on the participation in the Camp, the agreement shall hold the conclusive force and prevail.
- 1.2. The Camp's organizer is Catch The Flava Sp. z o.o. located in Kraków, at Warszawska Street 3/9, Tax Identification Number 6762503139, entered in the Register of Tourism Operators and Tourism Intermediaries kept by Marshall of Małopolskie Voivodship (hereinafter referred to as "Organizer").
- 1.3. The Camp is dedicated to adults and minors, provided that juveniles participate in the event with consent of their legal custodians stated on the qualification card, which should be filled-out, scanned and sent via email to: [info@catchtheflava.com](mailto:info@catchtheflava.com) by 10<sup>th</sup> July 2017. The original qualification card ought to be provided on site of the event as well. During the Camp, the Camp personnel takes care over the minors unless a legal custodian submits a written declaration of consigning a minor under custody of another person participating in the Camp. In case there is no possibility for direct contact with the minor during the Camp, one ought to reach out to Bartosz Żmuda at telephone number +48 793 102 229
- 1.4. The Camp's participant shall be understood as a person who concluded the agreement on participation in the Camp with the Camp's Organizer under conditions set out below and made full payment for this purpose.
- 1.5. Subject to provisions of point 2.5, each participant of the Camp shall provide transport to the Camp and back by oneself. This does not apply to juveniles whose legal custodians individually agreed with the Organizer that these juveniles will travel in groups against extra payment under the custody of the Organizer's representative by train on the Gdańsk to Kraków road and Kraków to Gdańsk road in homeward journey. In the latter case, the assembly point shall be the station on the train's journey. The hour shall be adjusted to the train schedule and provided separately by the Organizer. The Organizer shall not be held responsible for the commute of persons who did not reach the assembly point on scheduled time.

### **2. Camp Program**

- 2.1. Subject to provisions of point 2.5, the Camp will commence on 23<sup>rd</sup> July 2017 at 15:00 and end on 27<sup>th</sup> July 2017 at 15:00.
- 2.2. The Organizer provides the participants with accommodation in a dormitory on the premises of the Centre as well as sustenance in the form of catering services at the

student lunchroom and including a standard menu and menu for persons preferring vegetarian cuisine (3 meals a day; on the first day, only a late dinner will be served, while on the last – breakfast and dinner only).

- 2.3. The Organizer provides participants with an opportunity to attend dancing classes (breakdance), organized in the form of workshops and taking place on the premises of the Centre between 24<sup>th</sup> July 2017 and 27<sup>th</sup> July 2017 in the extent of three workshops a day except the last day, where only two workshops will be held. The workshops will be organized on two levels: on beginner level and semi-advanced. The Camp's participant decides on his/her own risk which workshops to take part in. The Organizer stipulates that the dancing classes can be also attended by other persons, outside the group of participants of the Camp.
- 2.4. The Organizer provides additional activities in the form and extent detailed in the offer available at: <http://www.catchtheflava.com/>, especially a dancing jam at the opening of the Camp, a chilling zone, discussion panels, dance tournament as well as special theme-based workshops.
- 2.5. For the participant of the Camp who, while concluding the agreement on participation in the Camp, decided to extend the program of the Camp by an attending the international dance tournament Outbreak Europe held in Banska Bystrica (Slovakia) between 27<sup>th</sup> July 2017 and 30<sup>th</sup> July 2017, the Organizer shall provide a bus transport from Kraków to Banska Bystrica and back (unless the adult participant will not be interested in the above service and shall proceed to reach Banska Bystrica and return on his/her own account and cost), along with accommodation in a dormitory in Banska Bystrica as well as sustenance at the accommodation site (breakfast, in case of minors - breakfast and late dinner, including a standard menu and menu for persons preferring vegetarian cuisine) throughout the abovementioned period. Furthermore, the Organizer shall also provide the participant will opportunity to attend the dancing tournament at Outbreak Europe, at all days of the event. In case of minors, the Organizer shall also guarantee custody in the place where the event will be held. Upon returning to Kraków, minors shall remain under custody of the Organizer's representative and shall be transported homeward with due regard to provisions of point 1.5. Furthermore, there is a possibility to extend the Camp's program only by the journey from Kraków to Banska Bystrica and/or back together with participants of the Camp who decided to extend program by Outbreak Europe.
- 2.6. Organizer allows persons mentioned in point 2.3 last sentence to conclude the agreement on participation in the Camp including only attending the international dance tournament Outbreak Europe held in Banska Bystrica described in point 2.5. Remaining provisions of this document, except for point 2.2, shall apply accordingly to such persons.
- 2.7. Both Poland and Slovakia are part of Schengen area. Travelling through those states remains exempt from passport, custom control, visa and sanitary limitations. Nonetheless, entrance to European Union states by citizens of states outside the European Union might fall subject to visa restrictions.

### **3. Conclusion of agreement on participation in the Camp**

- 3.1. Conclusion of agreement on participation in the Camp is conducted by registration under <http://www.catchtheflava.com/> and selection of at least the food and accommodation at the Camp option (option of the workshops activates automatically – the participant cannot resign from participation in the workshops). Furthermore, in case of willingness to extend the program of the Camp by trip to

Outbreak Europe (comp. point 2.5), including the transport service from Kraków to Banska Bystrica and/or back, one should select an appropriate – additional – option.

Selection of the food accommodation and pass for Outbreak Europe option only (apart from the workshops) results in conclusion of agreement on participation in the Camp in a part concerning attendance in Outbreak Europe, which after selecting an appropriate – additional – option can be extended to transport service from Kraków to Banska Bystrica and/or back.

Selecting the workshops option only results in conclusion of agreement on participation in the workshops, which entitles to attend in the classes, dancing jams and discussion panels. After selecting an appropriate – additional – option agreement on participation in the workshops can be extended to transport service from Kraków to Banska Bystrica and/or back. Agreement on participation in the workshops, including the one extended to transport service from Kraków to Banska Bystrica and/or back, is not governed by the Tourism Services Act, however provision of points: 2.3, 4, 5, 6.1, 7, 8 and 9 of this document still applies.

- 3.2. Upon conclusion of agreement on participation in the Camp, the Client confirms that he/she is aware of the Camp's offer, hereby General conditions for the organization of Catch The Flava Camp 2017, Terms and Conditions of Personal Accident Insurance (NNW) and Terms of Services as well as other documents available at <http://www.catchtheflava.com/>.
- 3.3. It shall be assumed that a person who concluded agreement on participation in the Camp is an adult holding full capacity to undertake acts in law and is authorized – when applicable – to perform custody over a juvenile participant of the Camp.
- 3.4. Following the conclusion of agreement on participation in the Camp, the Client shall receive, at the indicated email address, an email confirmation, price payment instructions as well as General conditions for the organization of Catch The Flava Camp 2017.
- 3.5. Price for participation in the Camp, including prices for additional options, is available at <http://www.catchtheflava.com/>. The prices include all components, including taxes on the goods and serviced and customs duties. The Client is obliged to make advance payment towards the price in 7 days upon receiving confirmation of conclusion of the agreement, mentioned at point 3.4, by means of transfer on the banking account included in the confirmation of conclusion of the agreement. The advance payment shall amount to either 100 EUR or 400 PLN, depending on the currency in which the Client settles. The rest of the price shall be due during registration mentioned in point 3.8. In case of minors, the Organizer requires to make 100% price payment by 10<sup>th</sup> July 2017 on the indicated banking account with an opportunity to make the payment by installments in amounts established with the Organizer. The Organizer shall not be responsible for additional costs, exchange rate differences and bank fees related to execution of the transfer. Upon registration, the real, final amount recorded on the Organizer's bank account shall be taken into account.
- 3.6. The Organizer reserves the right to withdraw from the agreement in case of absence of recorded advance payment mentioned in point 3.5. The Organizer may execute his right to withdraw by 23<sup>rd</sup> July 2017, unless the advance payment is made by that time.
- 3.7. After making the advance payment mentioned in 3.5, the Client cannot cancel the participation in the Camp. Any cancellation shall be understood as breach of contract. In such cases, the Organizer shall be entitled to settle the advance for damages suffered by him, especially costs incurred due to conclusion of the

agreement that cannot be recovered. If the damage, especially the costs, exceed the amount of the advance payment, the Organizer is entitled to demand paying the difference by the Client.

- 3.8. The Client has the opportunity to conclude an agreement on insurance against costs of cancellation of participation in the tourism event.
- 3.9. The Client is obliged to reach the Camp's location by 23<sup>rd</sup> July 2017 until 20:00 in order to register, which shall mean to make payment for the rest of the price as well as conduct further formalities. After all is finalized, the Client shall be accommodated.

#### **4. Rules of residence in the Centre and participation in dance classes**

- 4.1. The Camp's participants are obliged to comply with the house regulations of objects located on the premises of the Centre, unless the Organizer waives application of the rules in part or completely.
- 4.2. The Camp's participants are obliged to pay attention and take care of tidiness, order and entrusted property as well as comply with curfew hours.
- 4.3. The Camp's participants are obliged to comply with instructions from the Camp's representatives and Centre's personnel as well as instructors. In case of conflicting instructions, the deciding vote belongs to the Organizer.
- 4.4. Access to workshops is restricted only to a person who shows an appropriate armband provided to the person by the Organizer.
- 4.5. During the workshops, it is forbidden to consume alcoholic beverages, smoke tobacco and use drugs.
- 4.6. The workshops are held in the form of classes hosted by an instructor. Participants of the workshops are obliged to comply with the instructor's instructions and not disturb the participation of others.
- 4.7. It is forbidden to eat foods at the dancing halls as well as use footwear and other equipment not suitable for such objects.
- 4.8. It is absolutely requested from the participant of the Camp to comply with rules of safety, especially during workshops.
- 4.9. The Organizer reserves the right to remove from the workshops, or even the whole Camp, a participant who continues to persistently infringe the applicable rules despite reminders.

#### **5. Additional provisions regarding juvenile participants of the Camp**

- 5.1. At the latest upon registration mentioned in point 3.8, the legal custodian of a juvenile participant of the Camp is obliged to provide the Organizer with the qualification card mentioned in point 1.3. At the same time, the legal custodian ought to present the Organizer with a written declaration of consigning a minor under custody of another person participating in the Camp. The appropriate form for the declaration is available at <http://www.catchtheflava.com/>. In case such declaration is submitted, the person who has been assigned with legal custody over the juvenile participant of the Camp shall conduct supervisory responsibilities and be accountable to the Organizer for the participant's compliance with applicable rules.
- 5.2. The juvenile participant of the Camp is especially obliged to:
  - a) hold an identity document (ID, passport) and a school ID card,

- b) comply with instructions from supervisors,
  - c) appear during meals, classes and other assemblies on time,
  - d) attend in all program classes, unless released from the classes by the instructor, supervisor or medical doctor,
  - e) not to leave the Centre without consent from the supervisor,
  - f) not to use the swimming pool without consent from the supervisor,
  - g) show respect towards colleagues, supervisors and others,
  - h) inform the supervisor in case of illness or bad well-being.
- 5.3. The minors are absolutely prohibited from consuming alcoholic beverages, drugs and smoking tobacco.
- 5.4. The minors are prohibited from visiting persons from outside the Camp without consent and knowledge of the Camp director and supervisor (except parents/custodians).
- 5.5. On request from the juvenile participant of the Camp, the Organizer shall collect money and other valuable belongings for safekeeping. The Organizer shall not be held responsible for either theft or damages to belongings not submitted for safekeeping.
- 5.6. In case of grave disregard of rules applicable for the participant of the Camp, the participant may – after informing the legal custodian – be expelled from the Camp on the participant's own cost. In such cases, the person responsible for the participant ought to collect the child within 48 hours. In case the participant is not collected, the Organizer reserves the right to transport him/her home on the cost of the legal custodian.

## **6. Insurances**

- 6.1. Upon concluding the agreement on participation in the Camp, the participant confirms that he/she is aware of what breakdance involves and the risks related with performing this discipline. Furthermore, the participant also confirms that his/her health conditions allow for participation in the workshops. The participant acknowledges that the Organizer shall not be held responsible for any injuries to health resulting from the workshops, including injuries caused by other persons, unless they are a result of improper organization of the workshops attributable to the Organizer.
- 6.2. The Organizer provides the participants with Personal Accident Insurance (NNW) amounting to: 10,000 PLN in case of 100% permanent health detriment and 10,000 PLN in case of death. Furthermore, the participants of the Camp, who decided to extend the Camp's program by Outbreak Europe, shall be subject to insurance of medical treatment costs in Slovakia. In both cases, the Insurer is ..... and the Terms and Conditions of the Insurance are available at <http://www.catchtheflava.com/>.
- 6.3. In case of illness during the Camp, the participant shall exempt the medical doctors treating him/her nationwide and abroad from the obligation to keep medical secrets regarding the insurer and agree to make medical documentation available to the insurance company.
- 6.4. The Organizer is covered by insurance guarantee, required by Tourism Services Act, issued on 08.08.2016 by Signal Iduna and remains subject to Tourism Guarantee.

- 6.5. The Organizer bought the civil liability insurance policy issued by ....., which shall be effective throughout the term of the Camp.

## **7. Liability and complaints**

- 7.1. In case of discrepancy between the factual status and the offer of the Camp, hereby document or other documents provided by the Organizer and describing the conditions of the Camp, the participant is entitled to address a complaint. The complaint ought to be submitted immediately to the Organizer in any form. In case the complaint is deemed justified, the Organizer will remove the defect immediately. If the defect is not removed, the participant ought to immediately inform the Organizer of this fact in written form or by email at [info@catchtheflava.com](mailto:info@catchtheflava.com).
- 7.2. The Organizer reserves the right to change terms and order of dancing classes as well as accompanying events. Such changes shall not comprise the basis for complaints provided that the amount of classes does not change.
- 7.3. If, for reasons outside the Organizer's control, performance of particular services comprising a significant part of the Camp's program cannot be fulfilled, the Organizer is obliged to perform supplementary services instead, without imposing additional costs on the participants. If the quality of supplementary performance shall be lower, the participant of the Camp has the right to demand reduction of the Camp's price. The Organizer shall not be held responsible if he provides supplementary performance of at least equivalent standard.
- 7.4. The Organizer shall not be held responsible for theft and damages to personal belongings of participants of the Camp, unless it is a result of the Camp's personnel.

## **8. Cancellation of the Camp, limitation in the amount of places**

- 8.1. The Organizer reserves the right to cancel the Camp no sooner than 7 days prior to the scheduled launch of the Camp, provided that the number of persons who signed the agreement on participation in the Camp does not amount to minimum of 30 participants. The Organizer shall immediately inform the Participants about the cancellation by email. In such cases, all payments already made shall be reimbursed by 31<sup>st</sup> August 2017.
- 8.2. The Organizer reserves the right to cancel the performance of the Camp's additional options mentioned in points 1.5 and 2.5 at least 5 days in advance, provided that the amount of persons interested in attending such options is lower than 15 in cases mentioned in point 1.5 and 15 in case mentioned in 2.5.
- 8.3. The Organizer reserves the option to limit the amount of places in the Camp to 350, which shall be informed at <http://www.catchtheflava.com/>.

## **9. Other provisions**

Conclusion of the agreement on participation in the Camp shall be synonymous with consent from the participant of the Camp (or the participant's legal custodian) for non-profit use of photographs and video recordings bearing the images of the participant by the Organizer and entities co-operating (especially sponsors) in any media and for any purpose. At the same time, the participant also waives the right to control and validate each use of photographs and films bearing the participant's image.