



TERMS AND CONDITIONS OF RENDERING SERVICES

through electronic means via catchtheflava.com

I. Terms used in these T&C shall have following meaning:

- 1) T&C – these Terms and Conditions of rendering services through electronic means via catchtheflava.com, based on art. 8 item. 1 point 1 act of 18.07.2002 on rendering services through electronic means (Dz. U. of 2013, item 1422 as amended),
- 2) CTF – Catch The Flava Sp. z o.o. situated in Kraków at ul. Warszawska 3/9, registered to the register of entrepreneurs KRS, provided by the District Court for Kraków-Śródmieście in Kraków under the number KRS 606378, keeping the tax identical number NIP 6762503139 and REGON 363937955, requests and complaints should be sent to info@catchtheflava.com,
- 3) Client – every person using the Website, regardless whether acts in his own name or in the name and on behalf of the third party,
- 4) Website – catchtheflava.com owned, managed and operated by CTF, enabling the Client in particular to conclude with CTF the Agreement on participation in the Camp or the Agreement on participation in the Workshops,
- 5) Camp – the touristic event in the meaning given by Tourism Services Act of 29.08.1997 (Dz. U. of 1997 No 133, item 884 as amended) organized by CTF under the name „Catch The Flava Camp 2017”, which shall take place from 23.07.2017 to 27.07.2017 in Kraków (Poland) and from 27.07.2017 to 30.07.2017 in Banska Bystrica (Slovakia),
- 6) Workshops – dancing classes (breakdance) organized by CTF from 24.07.2017 to 27.07.2017 in the Camp area for the participant of the Camp, as well as for other persons, 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,
- 7) Agreement on participation in the Camp – the agreement the Client concludes with CTF through the Website under the General conditions for the organization of Catch The Flava Camp 2017, published on catchtheflava.com, governed by Tourism Services Act,
- 8) Agreement on participation in the Workshops – the agreement the Client, who is not a participant of the Camp, concludes with CTF through the Website under the General conditions for the organization of Catch The Flava Camp 2017, published on catchtheflava.com, not governed by Tourism Services Act.

II. General Provisions

- 1) Using the Website requires the Client to know, accept and follow the T&C.
- 2) In order to use the Website the Client should have an access to computer or device with access to Internet. Using the Website is subject to the condition that the IDC system the Client meets the following minimum technical requirements:

- a) Internet Browser: Internet Explorer version 9 or higher (recommended 10+), Chrome version 25 or higher, Mozilla Firefox version 20 or higher, Opera version 12.14 or higher, Safari version 5.1 or higher,
- b) Internet browser should have the use of JavaScript enabled and support HTML5 and CSS3

III. Website terms of use

- 1) Through the Website CTF shares description of the Workshops and the Camp, including additional options, including travel to the Camp and back for juveniles and for all Clients attendance in the international dance tournament Outbreak Europe held in Banska Bystrica.
- 2) Through the Website the Client concludes an agreement on rendering service chosen by the Client in the scope decided by the Client as follows:
 - a) the Agreement on participation in the Workshops, extended or not by the journey by bus from Kraków to Banska Bystrica and/or back on 27.07.2017 and 30.07.2017,
 - b) the Agreement on participation in the Workshops and the Agreement on participation on the Camp in Banska Bystrica with the journey by bus from Kraków to Banska Bystrica and/or back on 27.07.2017 and 30.07.2017,
 - c) the Agreement on participation in the Workshops and the Agreement on participation in the Camp in Banska Bystrica without the journey by bus from Kraków to Banska Bystrica and back,
 - d) the Agreement on participation in the Camp in Kraków, extended or not by the journey by bus from Kraków to Banska Bystrica and/or back on 27.07.2017 and 30.07.2017,
 - e) the Agreement on participation in the Camp in Kraków, extended or not by participation in the Camp in Banska Bystrica with the journey by bus from Kraków to Banska Bystrica and/or back on 27.07.2017 and 30.07.2017,
 - f) the Agreement on participation in the Camp in Kraków, extended or not by participation in the Camp in Banska Bystrica without the journey by bus from Kraków to Banska Bystrica.
- 3) Travel to the Camp and back shall be provided to the juvenile by CTF upon individual agreement made with the legal custodian in emails.
- 4) In order to conclude one of the agreement described in item 2 above the Client should register himself on the Website by entering his name and surname, e-mail address, telephone number, name and surname of the legal custodian (if applicable), country, date of birth.
- 5) When choosing a certain option in the Website the Client conclude the Agreement on chosen service (the Agreement will be concluded through electronic means). As on concluding the Agreement the Client confirms acknowledgement of the T&C and i General conditions for the organization of Catch The Flava Camp 2017.
- 6) The Agreement on participation in the Camp as a touristic event is not governed by act of 30.05. 2014 on Consumer Rights.

IV. Prices and payment methods

- 1) CTF accepts payment for the Agreement on participation in the Camp and the Agreement on participation on Workshops in one of two currencies: Polish zlotys

(PLN) or Euros (EUR) due to prices published on the Website. The Client decides in which currency to pay by choosing the language of the Website. The prices include all components, including taxes on the goods and serviced and customs duties.

- 2) Payment is divided into two installments: advance payment to be paid due to General conditions for the organization by a bank wire to CTF bank account which will be shown in the email confirming conclusion of the Agreement and remaining price to be paid on site in cash as on starting to perform the service.
- 3) CTF 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.

V. Risk and liability

- 1) CTF indicates that the use of electronic services involves risks typical for the Internet environment, such as spam, viruses, Trojans, hacker attacks.
- 2) CTF undertakes actions aiming at the elimination of risks referred to in item 1, in particular by controlling the files stored on the server with antivirus software that also detects malware and actions of third parties, prevention of spam spreading.
- 3) CTF is not liable in particular for:
 - a) any damage to the Client of the Website caused by improper data reading or writing as well as incorrect webpage loading,
 - b) the content of ads placed on the Website,
 - c) spam, viruses, trojans and other risks connected with the Internet environment,
 - d) the interruptions in functioning of the Website arising from causes beyond the control of CTF, in particular for technical reasons, such as: maintenance, replacement of equipment, inspection, nor force majeure, especially: strikes, war, flood, fire, etc.,
 - e) the damage caused by the actions of Website user that do not comply with these Regulations or with the generally applicable law, as well as the damage caused by improper use of the Website,
 - f) damages resulting from the use of the data and information that the Website contains by its users.

VI. Copyrights

- 1) The Website is owned by CTF. Text and graphic materials as well as the IT solutions that the Website contains are protected by law, in particular by the provisions of the Act of 4.02.1994 on Copyright and Related Rights (Journal of Laws No. 24, item 83, as amended).
- 2) CTF gives consent for browsing the webpages of the Website, printing and copying fragments of the Website solely for the personal use of the Website user.
- 3) The Website, as well as its individual elements cannot be modified, copied, distributed and published for commercial purposes, unless CTF has given their written consent.
- 4) By proceeding to use the Website, the user of the Website shall be fully responsible for the infringing behavior as well as any damage caused by such conduct, including third parties.

V. Personal data protection and privacy policy

- 1) Personal data the Client discloses to CTF while proceeding to use the Website CTF collects and exploits due to statutory law and privacy policy, published on catchtheflava.com.

VIII. Reklamacje w zakresie świadczenia usług drogą elektroniczną

- 1) Provisions bellow shall apply unless other procedure of complaining is not regulated in the General conditions for the organization of Catch The Flava Camp 2017 and/or statutory law.
- 2) CTF undertakes actions so that the Website functions properly in a range that results from the actual technical knowledge and commits to remove – in a reasonable time – all the irregularities reported by the Client.
- 3) The Client can report the irregularities connected with the Website's functioning in writing to the address: info@catchtheflava.com.
- 4) The complaint should contain name and surname of the Client, address for correspondence, kind and date of occurrence of the irregularities in functioning of the Website.
- 5) CTF undertakes to investigate any complaint within 15 days, and if it is not possible, to inform the Customer during this period of time about the date for consideration of the complaint.

IX. Final provisions

- 1) CTF reserves the right to make changes to the T&C for important reasons, i.e. changes to the law, changes in payment methods, changes of the scope, payment or form of the electronic services provided, change of address.
- 2) Information about changes of the T&C, containing a statement of changes will be placed on the main page of the Website for 14 consecutive calendar days from the date of changes to the T&C.
- 3) Changes to the T&C shall become effective at the date defined by CTF.