

# **TERMS AND CONDITIONS OF ARAD INTERNATIONAL MASTERCLASSES OF CENTRUM - EDUCATION THROUGH MUSIC**

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Website: [www.centrumeducation.com/masterclasses](http://www.centrumeducation.com/masterclasses)

Correct as of 28 January 2024

## **I. AREA OF VALIDITY**

These general business conditions are valid for registration and participation in the Arad International Masterclasses of Centrum - Education through Music. 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 filling in all the fields of the application form provided on the page [www.centrumeducation.com/masterclasses](http://www.centrumeducation.com/masterclasses) (see the link at the bottom of the page) and sending it. Please upload the entire repertoire you chose to work on in detail (including complete title, composer, opus number, key etc.).

The participant confirms with his/her registration that he/she holds all exploitation and usage rights related to the recording (video). The participant indemnifies Centrum - Education through Music and renders it free of liability in this respect. Masterclasses have to be booked on [www.centrumeducation.com/masterclasses](http://www.centrumeducation.com/masterclasses) (see link at the bottom of the page) at the latest by 30 May 2024 (delayed applications are possible until 12 June 2024 in combination with a higher registration fee).

Registration of an underage participant has to be made by the parent or legal guardian. Please take note that the number of participants for the masterclasses 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, link to the recording included. 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, will be automatically re-booked with the status of listener. There is no legal claim to take part actively in a masterclass. Replies from the Arad International Masterclasses of Centrum - Education through Music 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 Arad International Masterclasses of Centrum - Education through Music 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**

If by the closing date of registration a masterclass does not have the minimum number of participants, the International Arad Masterclasses of Centrum - Education through Music 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 has to be cancelled.

## **3. PARTICIPATION AND REGISTRATION FEE**

The current fees for the courses on offer are displayed in the brochure, which can be downloaded from the website of the Arad International Masterclasses of Centrum - Education through Music [www.centrumeducation.com/masterclasses](http://www.centrumeducation.com/masterclasses). The registration fee of € 100 (€ 150 for registrations after 30 May 2024) covers the costs of processing the registration and will not be reimbursed if the participant cancels.

### **3.1. Listeners**

Active participants can also attend the masterclasses as listeners free of charge. Listeners can attend the masterclasses, by paying the registration fee of 100€.

## **4. CONDITIONS OF PAYMENT**

The entire course fee (registration fee and participation fee for the booked masterclasses) has to be paid immediately by bank transfer as soon as registration is made online.

All payments should be done at:

CENTRUM EDUCATION THROUGH MUSIC

Account number: 25921975

Sort code: 52-21-34

For international payments

IBAN: GB38NWBK52213425921975

BIC: NWBKGB2L

All expenses and fees for international transfers are to be paid by the participant and will not be covered by Centrum - Education through Music.

## **5. ENROLMENT**

Personal enrolment has to take place on the first day of the relevant masterclass in the Service Point of the Arad International Masterclasses. Participants receive their participation card from the

office, as well as other necessary information. Participants who have not settled their personal enrolment on the first day of the masterclass will automatically be removed from the list of participants in the Arad International Masterclasses of Centrum - Education through Music, unless an individual separate agreement has been made in advance in written form. The registration and participation fee will not be reimbursed.

Participants who cannot be present for the entire duration of their masterclass have to inform the Arad International Masterclasses of Centrum - Education through Music by sending an email to [administration@centrumeducation.com](mailto:administration@centrumeducation.com) at the same time as they register, at the latest however two weeks before the beginning of the relevant masterclass. In case of shortened participation, the full participation and registration fee has to be paid for the masterclass; 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 can occur only once and requires the explicit written confirmation by the Arad International Masterclasses of Centrum - Education through Music.

## **6. WITHDRAWAL**

### **6.1. Right of withdrawal from the online registration and information concerning exercise of the right of withdrawal**

For online registration and booking of the masterclass of the Arad International Masterclasses of Centrum - Education through Music, 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: [administration@centrumeducation.com](mailto:administration@centrumeducation.com)

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, except the registration fee, at the latest within fourteen days after receipt of notification of withdrawal, minus all transaction 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 Arad International Masterclasses of Centrum - Education through Music is informed about the exercise of the right of withdrawal.

### **6.2. Withdrawal for other reasons**

In case of written withdrawal before 12 June 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 12 June 2024, 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. If withdrawal occurs after commencement of the booked masterclass, even in the case of force majeure, the full participation fee will be retained.

Reimbursements can be carried out only until 30 November 2024.

## **7. CERTIFICATE**

At the end of their masterclass, active participants receive a certificate, confirming their participation in the Arad International Masterclasses of Centrum - Education through Music. The latest date of issue is 30 October 2024.

## **8. ACCOMMODATION**

Accommodation is free of charge for all the duration of the masterclass, for all active participants who have been accepted to the Arad International Masterclasses of Centrum – Education to Music. Together with confirmation of registration, participants receive the addresses of the accommodation provided.

## **9. SCHOLARSHIPS**

For each course in partnership with London Master Classes, one scholarship is available, which will be awarded to the student on the basis of merit and economic needs. In order to apply for a scholarship, it is necessary to write an email to [administration@centrumeducation.com](mailto:administration@centrumeducation.com) with two written references attached.

## **10. DATA PROTECTION**

Centrum - Education through Music gathers personal data from participants in order to process applications and participation in the Arad International Masterclasses of Centrum - Education through Music. Centrum - Education through Music abides by the regulations of the DSG (Data Protection Law) as well as the DSGVO (General Data Protection Regulation). Centrum - Education through Music informs participants with the data protection declaration of the Arad International Masterclasses of the Centrum - Education through Music in the course of online registration for the Arad International Masterclasses 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 Arad International Masterclasses, as well as about their rights resulting from the DSG and the DSGVO.

## **11. GRANT OF RIGHTS**

All events of the Arad International Masterclasses of Centrum - Education through Music that are held in analog or digital format can be recorded by Centrum - Education through Music and/or by third parties to whom Centrum - Education through Music 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 Romania and abroad, who are authorised to do so, may use these recordings simultaneously and/or with a time delay different times.

Centrum - Education through Music 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 Arad International Masterclasses of Centrum - Education through Music expressly agree to cooperate free of charge with recordings for the purposes of documentation, current reporting and advertising for Centrum - Education through Music and to grant all rights associated therewith to the Centrum - Education through Music, unlimited in terms of content, time and space (territorial), including any extension of the term of protection.

The participants in the Arad International Masterclasses of Centrum - Education through Music agree that they may be photographed in the context of the Arad International Masterclasses of Centrum - Education through Music and that these photographs may be used by the Centrum - Education through Music, 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 Arad International Masterclasses of Centrum - Education through Music, 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.

## **12. HOST RULES**

All participants are subject to the rules of the local institutions where the masterclasses are hosted and to the host country national legislation.

## **13. LIABILITY**

Centrum – Education through Music does not assume any liability occurred outside the responsibility stated in its Terms and Conditions.

## **14. INSURANCE**

Centrum – Education through Music recommends that all participants should have health, accident and liability insurance. Centrum - Education through Music assumes no liability whatsoever, in the case of accidents or theft of any kind, damage or loss of personal objects of the participants.

## **15. SPECIAL CONDITIONS FOR UNDERAGE PARTICIPANTS**

The parent or legal guardian, who concludes the contract for participation in the Arad International Masterclasses of Centrum - Education through Music on behalf of the underage participant, declares his/her agreement with the fact that Centrum - Education through Music cannot assume any responsibility for supervising the underage participant. Every registration of an underage participant requires a signed declaration by the parent or legal guardian to this effect. The declaration can be downloaded on [www.centrumeducation.com/masterclasses](http://www.centrumeducation.com/masterclasses) and should be signed and sent at [administration@centrumeducation.com](mailto:administration@centrumeducation.com) .

The parent or legal guardian is responsible for damage caused by the underage participant. Furthermore, the parent or legal guardian indemnifies Centrum - Education through Music concerning all claims to compensation, which are asserted by the underage participant.

## **16. ANTI-DISCRIMINATION**

Centrum - Education through Music, and thus the Arad International Masterclasses of Centrum - Education through Music, 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.

## **17. APPLICABLE LAW AND PLACE OF JURISDICTION**

It is agreed that British 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 United Kingdom.