GENERAL TERMS AND CONDITIONS FOR THE INTERNATIONAL SUMMER ACADEMY FOR MUSIC – a Peace Project

Verein Grenzfluss Bahnhofstraße 8 3300 Amstetten, Austria Last update: January 25, 2016

1. SCOPE OF APPLICATION

These General Terms and Conditions apply for the application to and participation in the International Summer Academy for Music – a Peace Project.

By sending the application, the participant agrees to and is bound by the General Terms and Conditions hereunder.

2. APPLICATION PROCESS

The participant should apply online.

The online application form at www.musik-sommerakademie.at for the master classes and workshops is to be filled out completely and sent in by April 26, 2016. For underage participants, the application is to be carried out by the parent or legal guardian.

Applications after April 26, 2016 will be accepted, but are subject to further 30 Euro in addition to the normal application fees. Please note: There is only a limited number of places for participants. The applications are processed in the order they are received in.

Applications via post, fax or email are only accepted, if they contain all necessary information as specified in the online application form.

3. PARTICIPATION CONDITIONS

There is no age limit for participation in the courses.

There are only a limited number of places for participants in the master classes and workshops. Should a master class or workshop not reach the minimum number of participants at the end of the registration period, the Summer Academy reserves the right to shorten the duration of the master class. Nevertheless, all participants will still receive the full number of lessons.

Master classes: Course content

The course fees include

At least 45 minutes of individual lessons each day (3 lessons)

At least 45 minutes of ensemble lessons each day

The classes must be taken with two teachers at the least.

Attending other workshops and master classes as auditor/listener

Use of the practice rooms

Free admission to the concerts of the Donau Brass Festival

Participation in the free music night/jam session

Participation in the final concert and presentation

Music yoga with Jonas Bylund every morning

Workshops: Course content

The course fees include

2 x 45 minutes of individual lessons

At least 45 minutes of ensemble lessons each day

Attending other workshops and master classes as auditor/listener

Use of the practice rooms

Free admission to the concerts of the Donau Brass Festival

Participation in the free music night/jam session

Participation in the final concert and presentation

Music yoga with Jonas Bylund every morning

Tuition fee and application fee: active participants

Master class: 3 lessons as individual classes

Full course length (3 days): 350 Euro (incl. 50 Euro application fee) Duos: 600 Euro (incl. 100 Euro application fee for two participants)

Ensembles: 1000 Euro (incl. 200 Euro application fee for four participants)

Workshops: 2 lessons as individual classes

Full course length (3 days): 250 Euro (incl. 50 Euro application fee)
Duos: 430 Euro (incl. 100 Euro application fee for two participants)
Ensembles: 800 Euro (incl. 200 Euro application fee for four participants)

Master class or workshop: 1 day: 200 Euro (incl. 50 Euro application fee)

Workshop "Punktgenau funktionieren" ("Giving a spot-on performance") with Univ.Doz.MMag.Dr.

Rainer Holzinger

1 day: 200 Euro (incl. 50 Euro application fee)

Simulated audition on Sunday: 30 Euro

Additional offers for master classes and workshops:

Participation as an auditor

Active participants can attend all other courses happening alongside their booked master class or workshop as auditor/listener.

Interested parties who have not booked a certain master class or workshop, can buy day or weekend passes to attend the Donau Brass Festival's courses and concerts as an auditor..

- Day pass: 80 Euro (Including 1 concert)
- Weekend pass: 200 Euro (Including 3 concerts)

Simulated audition

On Sunday morning, there will be a simulated audition in front of a panel of experts. The judging panel's decisions are final and cannot be contested either by the organizers or the participants. The winners will receive prizes from the organizer which the Schagerl Music GmbH is kindly sponsoring and which are presented to the winners at the final concert on Sunday.

"Punktgenau funktionieren – Sinn und Unsinn der Auftrittsangst" (Giving a spot-on performance – Significance and absurdity of stage fright)

On Thursday, there will be a day-long workshop with Univ.Doz.MMag.Dr. Rainer Holzinger regarding the subject mentioned above. Students who wish to participate in the above-mentioned workshop must tell their teachers as this will be considered by their teachers when creating the schedule.

5. CONDITIONS OF PAYMENT

The tuition and application fees are to be paid immediately after receiving the invoice. All charges and fees for international transactions are to be paid by the participant and not by the Verein Grenzfluss. The application fee covers the expenses for processing the application and is not refunded upon cancellation.

6. REGISTRATION

The registration process is to be carried out either the day before the master classes and workshops start (between 6 pm and 8 pm) or on the day the master classes and workshops start (between 8 am and 9.30 am). You can register at the Summer Academy office in the Landesmusikschule Bad Kreuzen (regional music school). The students will then be given all further necessary information.

Participants in the summer academy who have not completed the registration process by the **first course day will automatically be excluded from the Summer Academy**. In this case, the tuition fees cannot be reimbursed.

Participants in the Summer Academy who will not be present for the complete duration of the master class/workshop must alert the Summer Academy office of this in their application (in writing), until May 15 at the latest. Even when not participating in a master class/workshop for the full number of days, the full fee must still be paid.

7. CANCELLATION

If a participant withdraws from the course in writing before April 26, 2016, the registration fee will not be reimbursed. The remaining amount (tuition fee) will be reimbursed **minus all transaction fees incurred**. In your notice of withdrawal, it is necessary that you specify your international bank details (including BIC and IBAN) as well as your bank's address.

If the notice of withdrawal occurs after April 26, 2016, the tuition fee will only be reimbursed **in proven cases** of force majeure (e.g. participant's illness, accident, death of a family member). In the abovementioned case, the withdrawal must occur until the start of the master class/workshop at the latest and a doctor's certificate or official confirmation must be presented. In case of a withdrawal after the master class/workshop has already begun, the tuition fee is not reimbursed, even in cases of force majeure. Nevertheless, there is the possibility to suggest a musician as your replacement. Reimbursements can only be carried out until June 30, 2016.

All fees (application fee and tuition fee) will be reimbursed if the management of the Summer Academy is forced to cancel a master class or workshop.

8. FINANCIAL AID

Underprivileged students can be granted a reduced tuition fee. Additional booked services are not included.

For this purpose, the following documents must be submitted with the application:

Document of application for financial aid documenting the participant's financial position

As there are only a limited number of scholarships, only complete applications for financial aid will be considered and are then processed in the order they are received in. There is no legal claim to a reduction of the tuition fee.

All participants receiving a scholarship and reduction of their tuition fees must stay until Sunday after the final concert to have their photographs taken with the donors in Bad Kreuzen. The scholarship amount will then be presented in person. If the participant is absent from this ceremony, his/her claim to financial aid is void.

9. PRACTICE ROOMS

Active participants can use the limited number of practice rooms at no additional cost. Depending on how many people need a practise room, a time limit can be introduced for practice sessions.

10. CONCURRENT ATTENDANCE OF SEVERAL MASTER CLASSES AND WORKSHOPS

Attending more than one master class or workshop is possible and must be paid for according to the tariffs stated. When attending more than one master class or workshop, the application fee only has to be paid once.

11. CHANGING TO A DIFFERENT MASTER CLASS OR WORKSHOP

Once the booked master class or workshop has started, it is not possible to change to a different one unless the participant can find another participant who is willing to exchange classes.

13. CERTIFICATE OF PARTICIPATION

The successful completion of a master class or workshop with internationally renowned artists can be an important asset in an artist's biography.

At the end of their master class/workshop, active participants receive a certificate confirming their participation.

14. ACCOMMODATION

Upon request, the Summer Academy can help participating students find an accommodation in shared rooms and apartments (~28-45 Euro per person per night with breakfast) to save money. The Schatzkammer at Burg Kreuzen (castle) offers several spacious 4-bed rooms. Burg Kreuzen also hosts the Donau Brass Festival's evening concerts.

15. DATA PROTECTION

The participant agrees that the data he/she supplies will be stored and processed according to the Austrian Data Protection Act.

16. SEVERABILITY CLAUSE

If individual terms of these terms and conditions are or become invalid, the remainder will continue to be valid and enforceable. The invalid term is replaced by a substitute provision that most closely reflects the purpose of the intended regulation.

17. LIABILITY

Participation in the Summer Academy is at the participant's own risk. Participants are responsible for all damage they may cause. Liability for claims of compensation, in so far as they are not based on intent or gross negligence is excluded, in particular if a master class or a workshop has to be cancelled.

18. SPECIAL CONDITIONS FOR UNDERAGE PARTICIPANTS

The parent or legal guardian who concludes the contract for participation in the Summer Academy on behalf of the underage participant, agrees to the fact that the Summer Academy for Music cannot assume any responsibility for supervising underage participants. In particular, this applies to behaviour just before the start or after the end of a lesson (master class or workshop), as well as outside of the rooms in which the master classes and workshops are held. Every registration of an underage participant requires an additional signed declaration by the parent or legal guardian to this effect. The parent or legal guardian shall be held liable for any damage caused by the underage participant. Furthermore, the parent or legal guardian agrees to indemnify and hold the Summer Academy for Music harmless regarding any claims for damages made by the underage participant.

19. APPLICABLE LAWS, PLACE OF JURISDICTION

Austrian law shall apply for all conflicts resulting from or related to this business relationship, under exclusion of the 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 this business relationship shall be Linz, Austria.