

AMADEUS Vienna Summer Camp 2022

General Terms and Conditions

1. Amadeus Summer Camp 2022

- 1.1. The AMADEUS Summer Camp is owned and operated by Themes Vienna Limited & Co KG. AMADEUS Summer Camp renders its services to applicants (applicant refers to also parents and guardians) exclusively on the basis of these general terms and conditions.
- 1.2. The AMADEUS Summer Camp will run from Monday 4th July, through to Sunday 31st July 2022
- 1.3. Total due cost of the Summer Camp - Basic Package is EUR 5.000,-- (including the EUR 1.000,-- non-refundable fee). Should any additional package be chosen, additional EUR 1.250,-- will be invoiced. Details mentioned in the accompanying brochure.

2. Registration

- 2.1. It is advisable that applicants make their registration promptly as places are limited.
- 2.2. A valid application is contingent upon (i) availability, (ii) completion of the online application form, (iii) settlement of a non-refundable application fee of EUR 50,--.
- 2.3. Upon completion of the application, the applicant will be contacted by AMADEUS Admissions Office with a confirmation and initial invoice in the amount of EUR 1.000,-- non-refundable fee due within two weeks of receipt. With the settlement of this invoice, the applicant ensures his/her spot in the AMADEUS Summer Camp.
- 2.4. If AMADEUS Vienna does not receive the mentioned non-refundable fee in due time, we are entitled to reject the application.
- 2.5. An invoice for the remaining fees will follow after the receipt of the EUR 1.000,-- non-refundable fee. (Ex: Basic Package = EUR 5,000,--; non-refundable EUR 1.000,-- paid; final invoice is EUR 4.000,--)
- 2.6. If applicants apply after 1 June 2022, they will be put on the waiting list or offered a place subjected to availability.
- 2.7. Payment can only be made by bank transfer.
- 2.8. The signing of the application form is regarded as acceptance of these Terms and Conditions.

3. Payment

- 3.1.** Full payment must be received by AMADEUS Vienna before 20 June 2022. If AMADEUS Vienna does not receive remaining balance in time, AMADEUS Vienna is entitled to disenroll the student without the refund of the non-refundable fees.

4. Cancellation

- 4.1.** Applicants must promptly inform AMADEUS Vienna in writing if the registered student wishes not to participate in the programme.

4.1.1. If AMADEUS Vienna receives a notice of cancellation four weeks before the start of the Summer Camp, 75% of the fee (excluding registration fee and non-refundable fee) will be credited.

4.1.2. If AMADEUS Vienna receives a notice of cancellation two weeks before the start of the Summer Camp, 50% of the fee (excluding registration fee and non-refundable fee) will be credited.

4.1.3. No credit can be claimed for cancellation notices received after the date specified in paragraph 4.1.2.

- 4.2.** For cancellation due to visa application refusal, please refer to 7.2.

5. Modification, Cancellation and Termination by AMADEUS Vienna

5.1. AMADEUS Vienna endeavours to provide the specific programme according to a student's registration. However, AMADEUS Vienna reserves the right to modify or cancel the programme in the case of unforeseen circumstances or circumstances beyond AMADEUS Vienna's reasonable control (including pandemic). In the event of any substantive modification or cancellation of the programme, AMADEUS Vienna will inform the student of the change as soon as possible and offer a credit of Summer Camp fees (inclusive of the non-refundable fee but exclusive of the registration fee).

5.2. The student has to behave responsibly at all times. In case of a breach of contract, especially a major breach of course rules, AMADEUS Vienna reserves the right to terminate the contract at any time, including during the Programme. Reasons for termination may include, but are not limited to: inappropriate conduct or other behaviour by student deemed detrimental to the programme, failure to follow AMADEUS Vienna Summer Camp Rules (clause 6) or reasonable staff instructions, and health or safety considerations. In such an event, no fees will be refunded and AMADEUS Vienna will not be responsible for the cost of alternative accommodations, travel arrangements, or other costs resulting from termination.

5.3. In case the student is not able to attend lessons or activities during the Summer Camp due to reasons originating from decisions or circumstances of the student (such as travel delay, illness and alike) the student is not entitled to any refunds.

6. Summer Camp Rules

6.1. Summer Camp rules are designed to ensure that all the students and staff of AMADEUS Vienna are able to participate in the Summer Camp, free from unpleasant, intimidating or aggressive behaviour and in safety.

6.2. The breach of any Summer Camp rule stated in these general terms and conditions, in particular in the following paragraphs, may result in termination of the contract including instant dismissal from the Summer Camp or other sanctions as stated in these general terms and conditions. Should a student face instant dismissal, the student will be withdrawn from the course with immediate effect and will need to return home at the applicant's expense at the earliest possible opportunity. Applicants are considered responsible for damages caused by the student.

6.2.1. Students must in particular comply with the following rules:

- a) Students must not break the law or display aggressive, intimidating or racist behaviour towards another student or members of staff.
- b) Students are expected to attend all meals, classes and arranged activities and excursions.
- c) Students must not damage property, equipment or rooms, public property, or other students' property.
- d) Consumption or possession of alcohol, tobacco (or tobacco related products), or drugs by students of any age is strictly prohibited.
- e) Students must accept responsibility for the security of personal mobile phones. Phones have to be turned off or on silent mode during lessons and group activities.
- f) All students must contribute to the efficient and harmonious living of the community by taking responsibility for cleanliness and hygiene of the surroundings.
- g) English is the common language of instruction.

7. Visa Support and Visa Refusal

7.1. Applicants are alone responsible for organising their visa. Should a student require a Support Letter for his/her visa, AMADEUS Vienna will, upon request, issue a Visa Support Letter.

7.2. If the student's visa application is refused, then provided AMADEUS Vienna receives a valid visa refusal letter by or before 20 June 2022, a full refund will be issued, however, a EUR 1.000,-- non-refundable fee remains forfeited.

7.3. No refund will be given in the instance where one or more of these criteria are not met:

- a) This visa refusal is issued later than 20 June 2022.
- b) The visa application must be made with sufficient time prior to the arrival date to allow for the length of application time as indicated by the MA 35 (usually +/-6 weeks).
- c) All necessary documentation must be provided as indicated by the MA35 in Vienna. The applicant must be able to demonstrate that all necessary steps were taken to obtain the correct visa.

8. Data Use and Protection

8.1. Personal pictures, but no other personal data of the student may be made publicly available in particular in promotional and marketing activities, such as brochures and flyers for AMADEUS Vienna. Personal pictures include, photos and video recordings and other records which reflect person mentioned above who is individually identifiable. First names may only be made available in connection with presentations of the student.

8.2. Data protection information: Through the intended use of the Internet, personal pictures as well as other published personal information of person mentioned above can be retrieved and saved worldwide. Thus, corresponding data can be found by so-called 'search engines'. It cannot be ruled out that other people or companies combine this data with other data available on the Internet of person mentioned above and use it to create a personal profile, change the data or use it for other purposes. AMADEUS Vienna will not bear any responsibility for this scenario.

8.2.1. The applicant and student consent

- a) to the taking of personal pictures as described above by AMADEUS Vienna and/or by any other person assigned by AMADEUS Vienna.
- b) to the usage of personal pictures and limited personal data as described above without further approval. The concession rights for personal pictures are without redress and include the right to edit, if the processing is not disfiguring. The authorisation for use is irrevocable and applies for an unlimited time scale.
- c) that the intellectual property and its copyright of any artistic creation during the validity of school contract of the student belong to AMADEUS Vienna.
- d) that AMADEUS Vienna uses music compositions and recordings in conjunction with, but not limited to, the purpose of advertising as well as give AMADEUS Vienna the right to license and distribute the music compositions in conjunction with advertising throughout the world on any medium or forum, whether now known or hereinafter created.

9. Visitation

- 9.1.** Parent(s)/Guardian(s) and friends are welcome to visit students attending the Summer Camp.
- 9.2.** If a student is to be taken out of the school or out of the care and responsibility of our staff during an excursion, the school's responsibility ends. The Parent(s)/Guardian(s) should send an e-mail notification to admissions@amadeus-vienna.com in advance.
- 9.3.** Unsupervised access to any and all other students is strictly forbidden under the AMADEUS Vienna child protection and safeguarding policy.

10. Travel Arrangements & Transport

- 10.1.** Amadeus Vienna does provide transportation from and to the airport/station at the beginning and end of the Programme.
- 10.2.** All travel details need to be communicated to AMADEUS Vienna before arrival to ensure that the transfer is organised.

11. Insurance

- 11.1.** AMADEUS Vienna has no financial responsibility for health care costs. All students at AMADEUS Vienna Summer Camp are responsible to be in possession of their own medical insurance policy prior to attending. In addition, it is advisable to obtain an accident insurance policy. Students from Austria can use their E-Card, whilst students from within the EU may use their European Health Insurance Card (EHIC) for obtaining medical care (some services require payment; parents are advised to check the detail from the issuing country). Students from outside the EU must have private medical and dental insurance.

12. Liability & Changes, Miscellaneous

- 12.1.** Amadeus Vienna has public liability insurance. Nothing in these terms and conditions shall operate to exclude any liability of AMADEUS Vienna for personal injury or death caused by the negligence of the company or those employed by the company under Austrian Law.
- 12.2.** The details of the programme have been published in good faith. AMADEUS Vienna reserves the right to make any changes or alterations to any aspect of the course, in the event of unsuitable weather conditions or other factors beyond reasonable control. Any changes will have no effect on student's or applicant's obligations as stated in these general terms and conditions.

- 12.3.** There are no oral side agreements or amendments to these terms and conditions. Amendments or additions to this contractual relationship must be made in writing. This also applies to any agreement to waive the requirement for written form. An email also meets the requirement for written form. Any type of scholarship/discount agreement to this contractual relationship has only legal validity as official amendment(s) and in written form. Oral statements, in particular pertaining to the termination or continuation of the contract relationship have no legal validity. Documents must be received by the other party to the contract in adequate time. Notices regarding the termination of the school contract must be signed by the applicant and received by Amadeus Vienna.
- 12.4.** Should any provision contained in this contractual relationship prove or subsequently become either partially or totally invalid, this shall not affect the validity of the remaining provisions. New provisions corresponding as closely as possible in legal and financial terms to the wishes of the parties as expressed in the general terms and conditions as well as in any other contracts and/or written agreements shall be provided to replace any invalid provisions or remedy any omissions.
- 12.5.** Deliveries of AMADEUS Vienna to the applicant shall be made with legal effect to the address last made known to AMADEUS Vienna until a new address is notified in writing. The applicant hereby mutually authorise each other to receive all deliveries, declarations, and communications of Amadeus Vienna as well as to execute any kind of declarations towards AMADEUS Vienna in connection with this contractual relationship.
- 12.6. Privacy and Data Protection Policy**
- a) The applicant is hereby informed and consent to the processing and use of personal data of the applicant and the student for the sole purpose of contract processing and the preservation of legitimate business purposes and all school and, if applicable, boarding purposes, medical purposes, administrative procedures at Austrian public authorities as well as for any internal and external accounting procedures and for any marketing and advertisement of Amadeus Vienna.
 - b) In accordance with the legal framework (DSGVO, TKG) the data processing is based on consent and necessity for contract fulfilment. The following data is collected and stored until time of deletion: names, titles, postal address/es, email address/es, telephone number/s, bank account details.
 - c) After the end of the Summer Camp 2022, the data from the contractual relationship will be stored until the end of the tax retention period (7 years). With regard to your data stored with us, you are entitled to the rights of information, correction, deletion, restriction, data transferability, revocation and objection. If you believe that the processing of your data violates data protection law or your data protection rights have otherwise been violated in any way, you can lodge a complaint with us using the following email address admissions@amadeus-vienna.com or the data protection authority.

d) You can reach us at the following contact details: THEMES VIENNA LIMITED & Co KG, Bastiengasse 36-38, 1180 Vienna, Austria, Telephone +43 1 470 30 37 00, email: info@amadeus-vienna.com

12.7. The exclusive place of jurisdiction for all disputes arising from or relating to this contractual relationship between Amadeus Vienna and the applicant shall be the competent court at Amadeus Vienna's domicile (1180 Vienna, Austria). Austrian Law shall govern this contractual relationship without giving effect to any conflicts of laws provision or rule that would cause the application of the laws of any other jurisdiction.

12.8. AMADEUS Vienna in this contractual relationship stands for its operating company THEMES VIENNA LIMITED & Co KG, Bastiengasse 36-38, 1180 Vienna, Austria, **telephone** +43 1 470 30 37 00, **email:** info@amadeus-vienna.at, or the latter's legal successor.

Vienna, February 2022