

TERMS AND CONDITIONS
FOR
SIBA - SALZBURG INTERNATIONAL BALLETT ACADEMY:
SUMMER DANCE INTENSIVE PHOENIX 2023

- Once the registration fee has been received by the SIBA - Salzburg International Ballett Academy (hereinafter referred to as SIBA), the registrant is considered a registered participant (hereinafter referred to as PARTICIPANT/PARTICIPANTS) in the Summer Dance Intensive Phoenix 2023 (hereinafter referred to as PROGRAM), he/she will receive by e-mail a payment receipt from SIBA and a contract signed by SIBA's legal representative, Prof. Peter Breuer. The contract must be signed by the PARTICIPANT or one of his/her legal guardians and sent back to SIBA along with copies of the identification pages of the PARTICIPANT's current passport, including the photo and signature pages. If the contract signatory is the PARTICIPANT's legal guardian, the copies of the pages of his/her passport as described above must also be attached via email to info@siba.dance.
- The PARTICIPANTS have to be dancers with an advanced or (pre)professional level between the ages of fourteen (14) and thirty (30) years old on August 13, 2023.
- The PARTICIPANTS under the age of sixteen (16) must be accompanied by their legal guardians during the PROGRAM.
- SIBA reserves the right to retain all or part of the tuition, accommodation, and/or meal fees for the PROGRAM from which the PARTICIPANTS may withdraw.
- If the PROGRAM is canceled due to requirements of the Austrian authorities, only the registration fee of three hundred (300) euros will be retained from all paid fees as compensation for the preparatory work.
- All the PARTICIPANTS must have medical insurance, which must specify "valid for the European Union." Without valid health insurance, PARTICIPANTS cannot participate in the PROGRAM. European Union citizens must bring their valid European Health Insurance Card (EHIC) with them.

- The PROGRAM venue, Private High School of the Sacred Heart Missionaries (Privatgymnasium der Herz-Jesu-Missionare in German), offers accommodation and meals for the entire PROGRAM period and the studios. The fees for accommodation and meals are separated from the registration and tuition fees. SIBA will not be held responsible for the eventual changes in the prices for accommodation and meals due to economic fluctuation or other factors which these terms and conditions do not foresee.
- The studios will open one (1) hour before classes begin. A detailed schedule will be posted on campus in advance, which will specify what dance pieces the PARTICIPANTS are studying, what rehearsals the PARTICIPANTS are attending, and the instructors, as well as choreographers for that week. Some evenings will be scheduled under rehearsals and stage lighting. In addition, one evening will be dedicated to lectures and the showing of films about theatrical dance.
- SIBA reserves the right to replace faculty members and schedule in case of illness or other unforeseen circumstances.
- All the PARTICIPANTS must bring appropriate dance wear as specified in the information bulletin on the website of <https://www.siba.dance>. Girls are expected to bring a supply of pointe shoes.
- Conditions for the PROGRAM might be changed over time. In case this happens, SIBA will notify the PARTICIPANTS in a timely manner by e-mail.
- For occurrences in which these terms and conditions do not foresee, the decision of SIBA is final.

1. REGISTRATION

- 1.1. Attendance of the PROGRAM is only allowed after registration and payment of the respective fee. The registration fee is not refundable.
- 1.2. The tuition, accommodation, and meal fees will be paid in accordance with the provisions of article 4. **METHOD OF PAYMENT** below. The bookings of SIBA's services are, in any case, a binding conclusion of the contract and obligate the booking person to pay the respective fees.
- 1.3. When registering minors, the consent of their legal guardian is required.

- 1.4. The PARTICIPANTS under the age of sixteen (16) must be accompanied by their legal guardians during the PROGRAM.
- 1.5. Available places will be allocated according to the order in which bookings are received by SIBA.
- 1.6. SIBA reserves the right to agree or disagree with the registration and provision of other services without giving reasons.

2. TUITION, FEES, AND REFUND

- 2.1. Registration fee: three hundred (300) euros.
 - 2.1.1. The registration fee is non-refundable.
 - 2.1.2. This payment must be made within three (3) days of registration; otherwise, the registration will not be processed.
 - 2.1.3. The registrants who pay the registration fee before January 15, 2023, will receive a 10% discount on the tuition fee, which will be reduced to six hundred and thirty (630) euros.
- 2.2. Tuition: seven hundred (700) euros.
 - 2.2.1. It is separate from the registration fee.
 - 2.2.2. The deadline for this payment is June 1, 2023.
- 2.3. Accommodation: three hundred and twenty-six (326) euros.
 - 2.3.1. From August 12 to 28, 2023, for a total of sixteen (16) nights, SIBA offers the possibility of on-campus accommodation for a limited number of forty-five (45) beds to those who pay upfront.
 - 2.3.2. It includes breakfast and essential bedding, with a flat sheet, blanket with its cover, sleeping pillow, and pillowcase.
 - 2.3.3. The deadline for this payment is May 15, 2023.
- 2.4. Meals (Lunch and Dinner): three hundred (300) euros.
 - 2.4.1. Meals will be available from August 13 to 27, 2023.
 - 2.4.2. Due to the kitchen being closed the evening of Friday, August 19 (dinner) and all day Saturday, August 20 (lunch and dinner), there will be no meal plans on these days.
 - 2.4.3. The deadline for this payment is May 15, 2023.

- 2.5. The amount of the above-mentioned fees and the fees for other services are published on the website of <https://www.siba.dance>, as well as information, brochures, and price lists on and off campus. It is noted that SIBA reserves the right to withdraw from the contract in case of printing or calculation errors.
- 2.6. The registration of the PROGRAM is binding for the whole PROGRAM period of time.
- 2.7. The PROGRAM venue, Private High School of the Sacred Heart Missionaries (Privatgymnasium der Herz-Jesu-Missionare), offers accommodation and meals for the entire PROGRAM period and the studios. The fees for accommodation and meals are separated from the registration and tuition fees. SIBA will not be held responsible for the eventual changes in the prices for accommodation and meals due to economic fluctuation or other factors which these terms and conditions do not foresee.
- 2.8. Revocation requests for services provided by SIBA may only be made on the revocation form provided by SIBA, which must be signed by the participant or his/her legal guardian and sent by e-mail to info@siba.dance in order to be processed.
 - 2.8.1. The revocation form can be downloaded from the website of <https://www.siba.dance> or request the form by sending an e-mail to info@siba.dance.
- 2.9. A possible full or partial refund will be initiated upon receipt of the above-mentioned revocation form by SIBA.
- 2.10. Bookings made after the start of the PROGRAM do not entitle the PARTICIPANT to a reduction of the fee.
- 2.11. The entire above-mentioned fees will be charged if the PARTICIPANT withdraws from the PROGRAM after it has begun.
- 2.12. If partial payment of PROGRAM fees, for example, a tuition discount, has been agreed upon, the PARTICIPANT is expected to pay immediately.
- 2.13. Suppose a PARTICIPANT revokes participation in the PROGRAM for medical reasons and presents a medical certificate. In that case, the remaining balance of expenses, which is reduced by the amount spent in the PROGRAM, will be refunded or credited.

- 2.14. If the PROGRAM is canceled due to requirements of the Austrian authorities, only the registration fee of three hundred (300) euros will be retained from all paid fees as compensation for the preparatory work.

3. TUITION WAIVER

- 3.1. Those registered PARTICIPANTS who exhibit the most substantial technical and artistic potential for a career in dance through a video audition will receive a tuition waiver of seven hundred (700) euros upon payment of the registration fee.

4. METHOD OF PAYMENT

- 4.1. Unless otherwise agreed, payment of all the following fees shall be made by the requested date, as detailed below:
- 4.1.1. Registration fee: three hundred (300) euros.
 - 4.1.2. Payment Deadline: Within three (3) days of registration.
 - 4.1.3. Tuition: seven hundred (700) euros.
 - 4.1.3.1. Payment Deadline: June 1, 2023.
 - 4.1.4. Accommodation: three hundred and twenty-six (326) euros.
 - 4.1.4.1. Payment Deadline: May 15, 2023.
 - 4.1.5. Meals (Lunch and Dinner): three hundred (300) euros.
 - 4.1.5.1. Payment Deadline: May 15, 2023.
- 4.2. All the above-mentioned fees must be made either by bank transfer to the following accounts within the period specified:
- 4.2.1. SIBA's bank account information is as follows:
 - BENEFICIARY: SIBA - Salzburg International Ballett Academy
 - BENEFICIARY'S BANK: Salzburger Sparkasse Bank AG
 - IBAN: AT162040400043162635
 - BIC/SWIFT: SBGSAT2SXXX

5. DATA PROTECTION

- 5.1. SIBA treats all personal data confidentially. A transfer of this data to third parties will only be made within the framework of the legal provisions.

- 5.2. For legal and organizational reasons, the PARTICIPANTS' personal data will be stored during registration, including title, first and last name, gender, date of birth, e-mail address, nationality, telephone number, web addresses of the dance showreel, as well as other data disclosed and provided to SIBA by the registered PARTICIPANT.
- 5.3. The PARTICIPANTS expressly agree to the electronic processing and transmission of their disclosed data for the purpose of credit assessment or collection in accordance with the applicable data protection law in Austria.

6. PHOTOGRAPHS, VIDEO AND AUDIO RECORDINGS

- 6.1. Throughout the PROGRAM, SIBA may take photographs as well as video and audio recordings for archival and/or public promotional purposes.
- 6.2. The PARTICIPANTS expressly agree that SIBA may take photographs as well as video and audio recordings for publication throughout the entire PROGRAM period, such as classes, rehearsals, public events, gala performances, and audience hours.
- 6.3. SIBA reserves the right to publish photographs as well as video and audio recordings made by SIBA for illustrative purposes in printed materials, such as flyers, posters, certificates, and photo walls in studios, as well as in electronic media, such as in SIBA's websites, YouTube, Vimeo, Facebook, Instagram, and Tiktok public accounts.
- 6.4. No financial, copyright, or data protection claim can be asserted from the publication.

7. DRESS CODE FOR GALA PERFORMANCES

- 7.1. Female PARTICIPANTS:
 - 7.1.1. Skin color dance underwear, such as leotards, tops, and panties.
 - 7.1.2. Skin color and black dance shorts.
 - 7.1.3. Two (2) sets of black and one (1) set of white leotards.
 - 7.1.4. Black ballet tights.
 - 7.1.5. A pair of black ballet tights that can be rolled up to the knees.
 - 7.1.6. Skin color and pink ballet tights.
 - 7.1.7. Two (2) pairs of ballet slippers, one (1) pair in black, and one (1) pair in skin color.
 - 7.1.8. At least two (2) pairs of point shoes.

7.2. Male PARTICIPANTS:

- 7.2.1. Skin color and black dance belts.
- 7.2.2. Skin color and black dance shorts.
- 7.2.3. At least one (1) pair of black pants down to the ankle, such as jazz pants.
- 7.2.4. Black and white ballet tights.
- 7.2.5. A pair of black ballet tights that can be rolled up to the knees.
- 7.2.6. Three (3) pairs of ballet slippers, one (1) pair in black, one (1) pair in skin color, and one (1) pair in white.

8. HEALTH AND INSURANCE

- 8.1. The PARTICIPANTS must have personal health and accident insurance covering the European Union as well as the entire period of the PROGRAM. The PARTICIPANTS are not allowed to participate in the PROGRAM without valid health and accident insurance.
- 8.2. No PARTICIPANT can attend the PROGRAM if carrying an injury that will prevent them from full participation in the PROGRAM. The judgment of SIBA is final.
- 8.3. All The PARTICIPANTS must have medical insurance, which must specify “valid for the European Union.” Without valid health insurance, PARTICIPANTS cannot participate in the PROGRAM. European Union citizens must bring their valid European Health Insurance Card (EHIC) with them.
- 8.4. The PARTICIPANTS with special food requests must contact SIBA upon arrival, especially allergic reactions to certain foods.
- 8.5. The PARTICIPANT himself/herself or his/her guardian confirms that the PARTICIPANT is in good health and has no medical condition that would prevent him/her from participating in the PROGRAM and authorizes SIBA to seek emergency treatment in the event that a family member of the PARTICIPANT cannot be reached. Any information regarding the medical history of a PARTICIPANT that himself/herself or his/her guardian believes SIBA faculty should know must be submitted in writing form.

9. OBLIGATIONS

- 9.1. All classes, rehearsals, and gala performances are compulsory, and SIBA reserves the right to end participation in the PROGRAM for any PARTICIPANT who misses attendance without a valid reason. If it is unavoidable to miss an event in the PROGRAM, the PARTICIPANTS must notify the SIBA faculty of their intended absence prior to the start of the event.
- 9.2. The PARTICIPANTS must abide by the rules of the campus and follow the instructions of the PROGRAM instructors and SIBA. It is the instructor's responsibility to guide the PARTICIPANT's behavior and keep them consistent. If a PARTICIPANT's misbehavior does not improve, even after repeated warnings from the instructor, it may result in the PARTICIPANT being banned from the gala performances or excluded from the PROGRAM, and the fees paid for the entire PROGRAM will not be refunded.
- 9.3. The PARTICIPANTS or their legal guardians are obligated to ensure that the PARTICIPANT appears regularly and punctually at all events in the PROGRAM.
- 9.4. The PARTICIPANTS or their legal guardians are obligated to adhere to the specified dress code for gala performances in accordance with the provisions of article 7. DRESS CODE FOR GALA PERFORMANCES above. Failure to comply with this may result in exclusion from the gala performances, and the fees paid for the entire PROGRAM will not be refunded.
- 9.5. Changes in residency, contact, and/or bank data must be communicated immediately in written form. If SIBA incurs costs as a result of a PARTICIPANT's failure to provide information, these costs will be borne by the PARTICIPANT.

10. NOTES

- 10.1. SIBA wishes to point out that certain activities provided by SIBA and not mentioned in the PROGRAM, such as competitions, camps, and workshops, have additional guidelines that must be agreed to prior to participation.
- 10.2. SIBA would like to point out that all information related to the PROGRAM, as well as the cancellation of its activities, will be announced by e-mail. It is the responsibility of the PARTICIPANT to enable the sending of e-mails (indicating the change of contact details and the setting of the spam filter).

- 10.3. Participation in public gala performances depends on the age level, educational progress, behavior in the PROGRAM, and regular attendance. The decision is up to the faculty of SIBA.
- 10.4. The PARTICIPANTS are supervised from the first PROGRAM class of the day to the end of the last rehearsal, lecture, and/or gala performance.
- 10.5. For on-campus accommodation, there will be an adult on duty during every night. The coordinator and the faculty of SIBA will be on campus during daytime hours to oversee all activities. The main gates of the campus will be locked at midnight. All dormitory rooms are equipped with keys and can be locked.
- 10.6. Spectators are not allowed in the dance hall without the consent of the PROGRAM instructor, as they interfere with the concentration of the PARTICIPANTS.
- 10.7. All content of the activities in the PROGRAM is the intellectual property of the respective SIBA faculty and shall not be recorded, copied, transmitted, or published without the consent of the faculty.
- 10.8. If a PARTICIPANT has subscribed to the SIBA newsletter, the PARTICIPANT will receive completely non-binding further information in the form of a newsletter. This service can be canceled in writing at any time.

11. LIABILITY COMMITTEE

- 11.1. SIBA shall not be liable for any damage or injury to any person or third party participating in the PROGRAM, nor shall it be liable for any loss of or damage to any property on or off the PROGRAM premises or in other arranged accommodations and/or locations.
- 11.2. The risk of injury is inherent in any form of dance or sport. SIBA assumes no responsibility for the risks generally associated with the sport of dance. Participation in the entire PROGRAM is at the PARTICIPANT's own risk.
- 11.3. SIBA is not liable for injuries and other damages to health or property caused by users' improper use of their own or borrowed apparatus, such as mats and props.
- 11.4. SIBA is not liable for injuries and other damage to health or property caused by private activities of the PARTICIPANTS or third parties on and off campus.

- 11.5. SIBA is not liable for accidents, theft, or other damages during the entire PROGRAM and during travel to and from the PROGRAM locations.
- 11.6. SIBA is not liable in any case for material or financial damage, nor does SIBA assume any responsibility for the items stored with us.
- 11.7. All information provided by SIBA in publications and internet pages has been compiled to the best of our knowledge and belief. Nevertheless, SIBA does not assume any liability for up-to-dateness, correctness, and completeness.

12. COMPENSATION

- 12.1. The PARTICIPANTS are liable for damages caused by them and are therefore obliged to pay compensation.

13. RIGHT OF CONTRACT REVOCATION WITHIN FOURTEEN DAYS OF REGISTRATION

- 13.1. The contract signatory has the right to revoke the contract within fourteen (14) days of the registration date without giving any reason. The revocation period is fourteen (14) days from the day of the registration. If the PROGRAM services have been used during this period, the services consumed will be deducted from the fees, and the aliquot amount will be refunded.

- 13.2. In order to exercise the right of revocation, the contract signatory must inform:

SIBA - Salzburg International Ballett Academy

President Prof. Peter Breuer

Handelszentrum 16, Plainbachstraße

5101 Bergheim, Salzburg, Austria

info@siba.dance

of his/her decision to revoke the contract through a clear statement by sending an e-mail to info@siba.dance, on the revocation form provided by SIBA

- 13.2.1. The revocation form can be downloaded from the website of <https://www.siba.dance> or request the form by sending an e-mail to info@siba.dance.

- 13.3. In order to comply with the revocation period, it is sufficient if the notification of the exercise of the right of revocation is sent before the end of the revocation period.
- 13.4. Consequences of the revocation: If the contract is revoked within the fourteen (14) days revocation period, SIBA will reimburse the PARTICIPANTS all payment that SIBA has received from them, at the latest within fourteen (14) days from the day on which SIBA received the notification of the revocation of the contract. For this repayment, SIBA will use the same means of payment that the PARTICIPANTS used for the original transaction unless expressly agreed otherwise. In this case, the PARTICIPANTS will be charged fees for this repayment.
- 13.5. If the PARTICIPANTS have requested that the services begin during the revocation period, they must pay an appropriate amount corresponding to the proportion of the services already provided up to the point in time at which SIBA was informed of the exercise of the right of revocation with regard to the contract, compared to the total scope of the services provided for in the contract.

14. LAW AND JURISDICTION

- 14.1. By submitting the PROGRAM registration or booking a course or other services, the PARTICIPANT is deemed to have accepted the above terms and conditions, which are subject to the substantive laws of Austria.
- 14.2. The agreements and contracts between registered PARTICIPANTS and SIBA are subject to the substantive laws of Austria. The place of jurisdiction for all disputes arising from and in connection with these terms and conditions shall be the court having subject-matter jurisdiction for Salzburg, Austria.