

GENERAL CONDITIONS FOR ATTENDANCE TO 1000 BEATS

The underlying conditions governing the relevant agreements to the attendance of the event “1000 Beats, International Drum & Percussion Festival Academy” that will be held in Palermo (Italy) on 30th April, 1st and 2nd May 2020, are:

The “Selinunte’s Academy” with registered office at Contrada Cavallaro, 82 – 91022 Castelvetrano Selinunte (Trapani) hereinafter “organiser”

- Anyone who shows interest in attending the event, by filling in the registration form on the website www.1000Beats.eu, in one of the categories shown below:
 - a) Active participant, hereinafter “musician”, with the right to use the services associated with the event, specified under articles 3 and 4 of these conditions;
 - b) Passive participant, hereinafter “accompanying person”, with the right to use the services associated with the event, referred to in articles 3 and 4 of these conditions, excluding free attendance to lessons and concerts.

1. Attendance procedure for the event.

To request attendance to the event, please register online at www.1000beats.eu. The registration implies the acceptance of the general conditions;

Acceptance of the attendance request will be made through email by the organiser;

When the organiser receives the registration fee, referred to in article 2, from the musician or accompanying person hereinafter deemed “registered”, the contract will be understood as finalised;

2. Basic attendance fee, registration fee and balance

It is understood that “basic attendance fee” is the amount to be paid in order to be able to participate in the event as hereinafter specified.

- a) Basic attendance fee for the “musician” is 349 EUR which includes lessons, concerts, food, accommodation and travel as specified under articles 3 and 4 excluding additional services or surcharges;
- b) Basic attendance fee for the “accompanying person” is 249 EUR including food, accommodation and travel as specified strictly under articles 3 and 4, excluding all additional services or surcharges;

It is understood that “services or surcharges” is every request made by the participant not included under articles 3 and 4 which must be considered payable and must be previously agreed with the organiser;

It is understood that “registration fee” the payment of the deposit, the same for the musicians and for the accompanying persons, is 199 EUR, which must take place within two days of receipt of the participant’s acceptance by the organiser.

It is understood that “balance” is the difference that exists between the already paid registration fee and the attendance fee. Assuming the basic attendance fee, the balance to be paid is 150 EUR per musician, and 50 EUR per accompanying person. In the case of any services or surcharges, the balance will be specifically determined by the organiser and communicated to the participant. The balance must be paid by 15 April 2020.

3. The organiser’s obligations with regard to the musicians and accompanying persons

The organiser is committed to providing, with the payment of the basic attendance fee, both for the musicians and the accompanying persons, and unless otherwise specified by means of occasional promotional campaigns that can be announced without any notification on the event website, the services listed below. The basic attendance fee includes:

a) Transfer to and from the airport

The organizer commits to providing, with the basic attendance fee, 2 x shared transfers, from the airport, to the place of the event and back again, at times set at the discretion of the organiser.

b) Accommodation

The organizer commits to providing, with the basic attendance fee, up to a maximum of 3 x nights in “standard class” during the period from 30/04/2020 to 03/05/2020.

It is understood that “standard class” is accommodation that includes all the necessary services to stay: the assignment of a bed in a shared room with a maximum of 3 participants of the same sex and in a facility that could include more rooms, a shared bathroom, towels and sheets.

The room could be located within a hotel complex, residence, Bed & Breakfast or private apartment, however, in the area where the event will take place.

The assignment of a bed is completely at the discretion of the organiser based on availability at the time of the booking.

The participant will be able to indicate on the registration form different accommodation that will however be considered and treated as extra services or surcharges;

c) Breakfast

The organiser commits to providing, with the basic attendance fee, up to a maximum of 3 x breakfasts during the period of 30/04/2020 to 03/05/2020.

The breakfast will be consumed at the nearby agreed facility and will differ depending on the type of accommodation requested and/or assigned at the discretion of the organiser;

The participant will be able to request different facilities to those offered which will however be considered and treated as extra services and surcharges;

d) Food

The organiser commits to providing, with the basic attendance fee, a Gift Certificate called “1000 Beats Menu” for the purchase of a maximum of 4 x single meals of the total value of 60 Euros during the period 30/04/2020 to 03/05/2020.

You are entitled to the Gift Certificate “1000 Beats Menu” from the moment that the basic attendance fee is paid;

It is understood that “single meal” is a lunch and/or dinner from the fixed menu consumed in the agreed facility such as the restaurant and/or hotel. The value of each meal, be it lunch or dinner, is 15 Euros;

The participant will be able to order at the agreed facility different plates from the “1000 Beats Menu”, however if the total of the purchase is more than the value of the single meal, the difference must be paid as per any extra service or surcharge;

The Gift Certificate can only be used exclusively for the purchase of meals; it can be only be used for the value of a single plate, for each lunch or dinner consumed; it can not be used as a single payment or as different payments from that which is indicated; it can not be used for the purchase of other services or surcharges such as, including but not limited to, drinks; it is valid until 03/05/2120; it can not be resold, or exchanged for cash; it can not be transferred to another participant.

e) 24H on site help desk

f) Services not included in the basic attendance fee, with no obligation by the organiser:

- Drinks.
- Hold or special luggage.
- Tips and portorage.
- General and/or personal extras.
- Anything not expressly indicated under the section “basic attendance fee includes”.

4. The organiser’s obligations with regard to just the musicians

The organiser commits to providing, with the payment of the basic attendance fee, the exclusive right of use for only the musicians, and where not otherwise specified by means of occasional promotional campaigns, which can be announced without any notification on the event website, the services listed below. Therefore the basic “musicians” attendance fee also includes:

- The attendance to all teaching activities at the event.
- The free attendance to all evening concerts;
- The on-site availability of technical and musical instrument support following the lessons at the discretion of the artistic management.
- The organiser will not be obliged to provide any musical instrument for personal use;

5. Non-payment of the balance, legal termination of the contract and total or partial withdrawal.

Failure to pay the balance constitutes express grounds for termination and involves the legal termination of the contract and the organiser’s right to withhold the registration fee that has already been received.

It is understood that “total withdrawal” is the unilateral interest expressed by an individual musician or accompanying person to discontinue attendance to the event or not to keep any part. It is possible at any time, but does not give any right to the refund of the registration fee already paid.

If after 15 April 2020, in the event of *force majeure* whose evaluation rests solely and exclusively with the organiser, a participant, either a musician or accompanying person, is not obliged to attend the event despite having already paid the registration fee, and may be entitled to a refund of the balance also at the discretion of the organiser;

It is understood that “partial withdrawal” is the event in which an individual musician or accompanying person, during the event, chooses not to use part of the services offered in the attendance fee (including but not limited to: delays on arrival resulting in a missed dinner or early departure) or also the use of different services from that provided by the organiser (including but not limited to: accommodation in a facility not agreed upon or different meal from that agreed with the restaurant and organiser). The partial withdrawal does not give any right to the refund of any amount of the attendance fee already paid.

6. Participant’s obligations

The participant must indicate any preferences or special requirements not included in the basic attendance fee, already specified such as extra services and/or surcharges, when completing the registration form;

After having received via email from the organiser the new offer of availability and prices and the consequent acceptance of the attendance request, the participant must pay for the acceptance within 2 days of the date of receipt of the “registration fee”, as already specified in article 2 of this contract.

The participant will be able to request other services or additional surcharges at any time after the date of registration and up to 01/04/2020; the organiser will communicate via email an offer determined on the basis of the new request as soon as possible and within two days of the date of receipt, the participant must pay the balance. It remains understood as per article 2 that the last date for the payment of the balance is 15/04/2020.

7. Insurance

The organiser does not assume any liability for damage to property and persons, if not otherwise included or specified in the clauses stipulated by a leading insurance company whose contract can be provided at the request of the participants.

8. Jurisdiction

The responsible for any controversy which might arise is the Court of Rome.