

BALETTINTÉZET

MAGYAR NEMZETI BALETTINTÉZET
HUNGARIAN NATIONAL BALLET INSTITUTE

Foundation for the Ballet Students of the Hungarian State Opera

SUMMER COURSE

~ GENERAL TERMS AND CONDITIONS ~

For the purposes of these general terms and conditions (hereinafter: **GTC**)

Organizer : **Foundation for Ballet Students of the Hungarian State Opera**
1118 Budapest, Dayka Gábor utca 3.

Course : short-term summer course of the Foundation for the Ballet Students of the **Hungarian State Opera, the Hungarian National Ballet Institute (HNBI) and the Hungarian State Opera, organized by the Organizer**

Participant : a minor child who registers for the Course, as per Act V of 2013 on the Civil Code (hereinafter: the Civil Code) 2:10. §

Fee: the fee for participation in the Course, which provides the services indicated in the GTC

With this, previous versions of the GTC are revoked.

1. General provisions

- 1.1. The organizer undertakes to organize a Course for the Participants in accordance with the provisions of these GTC, on the basis of those published in the call and against payment of the participation fee, during which it provides various services for the benefit of the Participants. Within the framework of the Course, the Participant is entitled to participate in the ballet classes and classes held by the Organizer, including the ballet masters of the Hungarian National Ballet and the HNBI, in order to acquire the basics of classical ballet and related knowledge.
- 1.2. The exact date (duration), program and conditions of the participation fee for the Course will be announced in an electronic call sent to the legal representatives of the HNBI students. The Organizer is entitled to publish the call to the public.
- 1.3. A minor who has agreed to and fulfilled the conditions specified by the Organizer is entitled to participate in the Course. Such a condition is the payment of the participation fee by a certain date and the sending of a duly completed application form by a specified date. If the specified conditions are not met by the deadline, a minor applying for the Course may not participate in the Course.

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- 1.4. You can apply for participation in the Course by filling in the application form sent by the Organizer and sending it to the Organizer. The application form must be filled in by the legal representative of the Participant instead of the incapacitated minor, while in the case of a Participant with limited legal capacity, the Participant and his / her legal representative must agree to it by signing. A Participant who has not reached the age of 14 (fourteenth) at the time of filling in the application form shall be incapacitated, while a Participant with limited legal capacity who has reached the age of 14 (fourteenth) at the time of filling in the application form shall be incapacitated.
- 1.5. By submitting the application form and fulfilling the specified conditions, a contract will be concluded between the Organizer and the Participant or his / her legal representative.
- 1.6. In the case of the Participant's legal representative or, in the case of a Participant with limited legal capacity, the Participant himself / herself is responsible for the correctness and authenticity of the data provided in the application form.
- 1.7. The completed application form shall be sent by the Participant's legal representative or, in the case of a Participant with limited legal capacity, the Participant and his / her legal representative by post to the Organizer, or submitted in person to the Organizer, or in scanned form to the Organizer's e-mail address. Before sending or submitting in person, the declarants are obliged to read and accept the provisions of these GTC on the application form and to certify this with their signatures.
- 1.8. Applications will be considered on the basis of the order in which the payments and the application form are sent. If the specified group size is full, the Organizer will notify the legal representatives concerned and refund the paid advance or the full amount to the legal representative.
- 1.9. Participation fee: the Participant is obliged to pay the participation fee in the manner indicated in the call.

2. Liability rules

- 2.1. The Participant is under the supervision of the Organizer for the duration of the Course. The Course will start and end on the date indicated in the call, the duration of which will be under the supervision of the Organizer. The Participant may be removed from the course venue by the legal representative or another person indicated on the application form (with proof of identity), unless the legal representative provides that the Participant over the age of 14 may leave the course venue independently.

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- 2.2. The Participant's legal representative shall inform the Organizer in the application form of any circumstances affecting the Participant that may affect its safe supervision, in particular, but not exclusively, if the Participant:
 - (a) you are taking a medicine on a regular basis or if your medicine needs to be monitored;
 - (b) to a medicinal product, food or other substance, animal, etc. allergic;
 - (c) may not engage in or engage in certain activities for any reason;
 - (d) sensitivity to food or drink;
 - (e) may not participate in any program or event of the Course for any reason.

The legal representative is responsible for all damages and other inconveniences resulting from the failure or incompleteness of the information.
- 2.3. It is not possible to keep valuable objects or cash at the location of the Course, so the Participant is responsible for their security.
- 2.4. The Participant and its legal representative acknowledge that the Participant participates in the Course at its own risk. The Participant is obliged to follow the instructions of the "Rules" of these GTC during the Course.
- 2.5. Violation of these GTC, especially the policy, may result in disqualification from the Course.
- 2.6. By sending or submitting the application form to the Organizer, the legal representative of the Participant acknowledges and undertakes to indemnify the injured party on behalf of the Participant for any damage resulting from his / her unlawful or illegal conduct during the Participant Course, regardless of otherwise, the legal representative is obliged by law to compensate for the damage in question, provided that the harmful conduct is not causally related to any of the reprehensible conduct of the Organizer Participant in the exercise of its supervision. This liability of the legal representative shall cover all damages incurred by the Organizer, other Participants or any other third party.
- 2.7. In the event of the Participant's harmful conduct, if the circumstances of the damage allow it, the Organizer shall notify the legal representative as soon as possible. The event of the damage shall be recorded by the Organizer, if the circumstances of the damage allow it, which may be signed by its legal representatives.
- 2.8. The Organizer is solely responsible for organizing the Course with due diligence in accordance with the law, the provisions and data of these GTC and the application form and for supervising the Participants with due diligence. Accordingly, you will be liable for damages that are directly attributable to the intentional or negligent violation of any applicable law, provision of this GTC, or to any intentional or negligent disregard for or conduct contrary to any provision or information on the injured Participant's application form. If the Organizer is obliged to pay compensation for any conduct, it is only obliged to compensate the property damage directly caused, so it cannot be obliged to pay the lost profit and damages.

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3. House rules

- 3.1. The Participant is obliged to:
 - (a) have a declaration signed by a legal representative that he or she is healthy and able to attend the Course;
 - (b) participate in the activities of the Course and promote the success of education through disciplined conduct;
 - (c) wear the required clothing during ballet lessons;
 - (d) follow the instructions of the ballet masters and supervisors;
 - (e) to preserve and manage, as required, the facilities and equipment of the Course and its own valuables brought to the Course;
 - (f) ensure the cleanliness of the entire area of the Course (corridors, common areas, etc.).
- 3.2. It is forbidden for the Participants
 - (a) to bring into the territory of the Course or to organized activities or events outside its territory all objects and materials which may be dangerous to life, health and physical integrity, including fire-fighting equipment;
 - (b) leave the Course area without the approval of the Supervisor;
 - (c) leave the group during the session without the permission of the ballet master;
 - (d) intentionally violating the instructions of the ballet master or supervisor;
 - (e) endanger the physical integrity of course participants. The fight, the violation of the other person's human dignity and physical integrity, is a serious offense and results in prosecution;
 - (f) deliberately obstruct other participants in completing or learning the Course usefully and pleasantly;
 - (g) to wear jewelry at ballet classes.
- 3.3. Fire protection rules:
 - (a) The use of an open flame is prohibited throughout the Course.
 - (b) Do not use electrical equipment with faulty wiring!
 - (c) Fire alarm plan: fire must be reported immediately. Loud "There is fire!" the participants of the Course must be notified by shouting and making noise. In the event of a fire, all Participants are required to follow the instructions of the person conducting the fire.
- 3.4. Health rules
 - (a) The Organizer will not provide medical services during the Course.
 - (b) If the Organizer detects or suspects symptoms of illness during the Course, the Participant shall immediately notify the legal representative, who shall take the Participant to a doctor immediately.

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4. Data protection

- 4.1. By filling in the application form and sending it to the Organizer or submitting it in person, the Participant's legal representative or, in the case of a Participant with limited legal capacity, the Participant acknowledges and voluntarily agrees that all personal data provided by the Participant and its legal representative in the application form in order to fulfill the legal relationship according to these GTC, and to organize and inform about future Courses.
- 4.2. The Organizer declares that during the existence of the legal relationship according to these GTC, it handles personal data about the Participant and its legal representative only and to the extent necessary for the fulfillment of this legal relationship. The organizer will provide detailed information on data management in the Data Management Information attached to the application form.

5. Use rights

- 5.1. By filling in the application form and sending it to the Organizer or submitting it in person, the Participant's legal representative or, in the case of a Participant with limited legal capacity, the Participant acknowledges and voluntarily agrees that the Organizer and the Hungarian State Opera House to make or have made a sound recording (hereinafter: recording) and to use the recordings in any way that promotes the results and atmosphere of the Course.

6. Duration and termination

- 6.1. The legal relationship according to these GTC - if it is not terminated earlier on the basis of these GTC - will be established by the end date of the Course. Despite the termination of the legal relationship, certain rights or obligations, due to their nature, may continue to be exercised or fulfilled after the termination of the legal relationship (eg the use of recordings).
- 6.2. The Participant is entitled to terminate this contract with payment of a penalty without justification as follows: if the termination takes place within 10 days before the start date of the Course, the amount of the penalty is HUF 10,000, ie HUF ten thousand.
- 6.3. The legal representative is entitled to terminate the contract and remove the Participant from the Course in a justified, especially justified case (eg for justified medical reasons), in which case he / she may claim a refund of the part of the participation fee that is not with time.
- 6.4. The Organizer is entitled to terminate all contracts of the Course in the event that the course of the Course fails due to unforeseeable and unavoidable reasons (force majeure). In this case, the Organizer is only obliged to refund the participation fees already paid, it is not obliged to make other payments under any title.

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- 6.5. The contract will be terminated without any further provisions or declarations, if the advance payment of the participation fee according to the call or the part of the participation fee not covered by the advance payment is not paid by the date specified in the fee request / invoice, or its payment is considered non-fulfilled.
- 6.6. violates the rules of the Course or other provisions of these GTC or causes intentional damage. In the event of immediate termination, the legal representative is obliged to remove the Participant from the Course immediately. In case of immediate termination, the Organizer is not obliged to refund the participation fee either in part or in full.
- 6.7. If the Organizer is obliged to reimburse the paid participation fee in part or in full, it will be paid by transfer to the bank account from which the payment of the participation fee to the Organizer has been transferred. Any participation of the Organizer may be included in the refundable participation fee.

7. Attachments

Annex 1: Notice (separate sheet)

Annex 2: Sample application form and data management information sheet (separate sheet)

These GTC shall enter into force on the day of their publication and shall remain in force until revoked.

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