



Christlicher Verein
Junger Menschen

CVJM-Gesamtverband
in Deutschland e.V.

Conditions of participation European TEN SING Festival 2011 July 31st to August 06th 2011

Dear group leader,

a successful participation of your group for the European TEN SING Festival and a smoothly execution of your booking, requires clear agreements on each others rights and duties. These we want to agree upon with you with the following conditions of participation.

These conditions will be content of the coming off contract between you – below called "group leader" in short "GL" – and us, the YMCA- Germany as promoter ("YMCA") of European TEN SING Festival ("ETS").

Basics:

The participation at ETS-Festival is basically possible for anyone. The programme of the festival is however oriented at the target group of youths between 13 to 20 years with their group leader.

The festival language is english, only organizational relevant information's will be additionally released in German language.

1. Registration and contract formation

The registration for the ETS-Festival must be basically made by a full aged GL. Who functioned as person of contact and contractual partner to the YMCA and is responsible for his group members.

The registration can be written per post, per telefax message or happen on electronic way (Online).

The YMCA acknowledges the receipt of the registration appropriately (usually per e-mail).

Single participators and employees:

Attendents under 18 years can only be registered via the group. If required the YMCA informs over other groups nearby which are already registered to enable the interested person to "join in".

Attendents over 18 years can sign up personally or as a small group with a GL.

Volunteers/Crewmembers also sign in personally or as a small group. A job at the festival as "Crew-Orga", "Crew-Programme" or "Programme-Light" is basically only possible for people over 18 years. Exceptions have to be clarified individually with the YMCA.

The rules of these conditions of participation apply for single attendants as well as for volunteers.

2. Prices, participation options und deadlines

The contract takes following participation options and deadlines as basis:

	Early Bird	Regular
Participant Eastern Europe	49,00 €	59,00 €
Participant Central Europe	99,00 €	119,00 €
Participant Western Europe	149,00 €	179,00 €
Participant XXL – East	39,00 €	49,00 €
Participant XXL – Central	79,00 €	89,00 €
Participant XXL – West	119,00 €	139,00 €
Pro Light – East	39,00 €	49,00 €
Pro Light – Central	79,00 €	89,00 €
Pro Light – West	119,00 €	139,00 €
Crew – East	19,00 €	29,00 €
Crew – Central	39,00 €	49,00 €
Crew – West	59,00 €	69,00 €
Guest programme		29,00 €
Daily visitors		9,00 €

Eastern Europe and International Groups	Relevant Price-Category for People from: Albania, Armenia, Bellarus, Bulgaria, Macedonia, Georgia, Moldavia, Nagoya-Karabach, Kosovo, Romania, Russia, Ukraine, Brazil, India
Central Europe	Relevant Price-Category for People from: Czech Republic, Estonia, Hungary, Lettland, Latvia, Malta, Poland, Slovakia
Western Europe	West Europe and all countries which are not named above, especially Germany

Participant:

The participation as "Participant" represents the common version for the participation at the ETS-Festival. The conditions and prices apply likewise for group members and group leaders.

Participant XXL

The participation as "Participant XXL" enables a lower priced participation at the festival.

The status of the participator stays "Participant" – but with the binding addition to take all together 12 hours easy organization tasks during the festival.

The GL books a binding number of "Participant XXL- tickets" by the registration and names the corresponding persons namely by not later than June the 30th 2011.

The classification of the "Participant XXL" ensued through the ETS-Festival (Section Volunteers), considering ages and group concert appointments.

The classification ensued in time periods with a duration of at least 2 hours but most 6 hours. Job sites and times are concrete allocated and can not be chosen. It might happen, that groups are getting divided in several working teams, to do handle tasks.

The participation at MOVin´ Out Day (excursion day) is for Participants XXL unrestricted possible.

The number of Participant XXL- tickets is limited on 500 pieces. The allocation ensued according to the chronology incoming of appointments.

	early bird price	regular price	cancellation deadlines	respite	attendees facts	application group concerts	application MOVin Out Day
Sept. 2010	Start 1 st						
Oct. 2010							
Nov. 2010							
Dec. 2010							
Jan. 2011	End 31 st				Start 1 st	Start 1 st	
Feb. 2011		Start 1 st	1 st 20%	billing and payment early bird			
March 2011							
April 2011						End 30 th	
May 2011				billing and payment regular			Start 1 st
June 2011		30 th registration deadline	1 st 50%		30 th registration deadline		End 30 th
July 2011			1 st 100%	last billing			
Aug. 2011							
Hints	point 3	point 4	point 10	point 9	point 6	point 7	point 8

3. Early bird price

The early bird price will be granted for all tickets, which are bindingly booked from the GL until January the 31st 2011. The booking will be initial and only insofar efficient, until the invoice of bill arrived at the YMCA, within a deadline from 21 days after retention of the bill for the early bird tickets. Otherwise the early bird discount is dropped and the regular ticket price falls due for payment.

Early bird prices are available for each ticket option (Participant, Participant XXL, Crew).

4. Regular Price

All booked tickets after January the 31st are rated as regular prices. This also takes effect for groups which have already booked tickets for the early bird price.

The booking will be initial and only insofar efficient until the invoice of bill arrived by the YMCA, within a deadline from 21 days after retention of the bill by the GL.

5. Registration Deadline

Only for binding bookings until June the 30th 2011 the YMCA guarantees the performance of all services as they are described in this conditions of participation. Single services (especially the provision of accommodation and catering) can be dropped without a reducing of the participation price. The YMCA is reserved, also for capacity reasons, to completely deny bookings after June the 30th 2011.

6. Personal information´s of the participators

Personal information´s have to be communicated from the GL to the YMCA until June the 30th 2011. Until this date the booked tickets are not personal. If the transfer of data doesn´t arrive on time, accommodation can´t be guaranteed by the YMCA. Possible consequences of this failures remains on the GL.

7. Group concerts

Registered groups have got the possibility to apply for a performance at the ETS-Festival from January the 01st 2011 to April the 30th 2011. The YMCA is striving to make such a performance possible for each group. By coming up at the capacity limit the chronology of incoming applications decides. About duration of the performance, performance location- and time the ETS- festival decides. The YMCA provides a suitable performance location (stage), necessary sound- and light engineering as also a backline (drums, guitar-amp, bass-amp, common-E-Piano).

8. MOVIn´ Out Day

Wednesday at August the 03rd is the excursion day. On this day the festival area is closed between breakfast and dinner.

The YMCA provides a broad range of many different excursion offers. In time frame between May the 01st 2011 and June the 30th 2011 the GL has to choose one of these offers for his group. The group can either take part as a whole or divide into subgroups. The latter is only possible, if the GL names a responsible full-aged person for the subgroup. The YMCA does not take over any responsibilities for group members.

Specific offers have got a limited number of participation. The chronology of incoming application decides.

At specific offers additional costs emerges, which are not covered in the subscription. There will be information about these additional costs before registration. They will have to be paid locally in cash through the GL.

9. Billing and payment

The billing follows from the date of the booking (early bird price/ regular price). Bookings become valid not until the appropriate amount from the invoice is received by the YMCA. The billing will be done in Euros.

Bank- and similar transmission fees are remain with the GL. A participation at the ETS-festival without a previous payment of the participation-price is not possible.

10. Cancellation and booking changes

a) It is possible to cancel a registration completely or just single tickets each time for beginning at the festival.

b) Cancellation fees

- after February the 01st 2011 to May the 31th 2011 20% of the concerning ticket price

- after June the 01st 2011 to June the 31th 50% of the concerning ticket price

- after July the 01st 2011 a refund of the ticket price is not possible.

The GL has got the possibility to claim lower cancellation fees, if he proves that lower absence costs emerges for the YMCA.

We **recommend** to effect a **travel cancellation insurance** and an insurance to align **repatriation costs** in cases of accidents and diseases.

- c)** Cancellation fees are dropped, if a participation is not possible in following cases:
- failure of a requested issue of a visa
 - heavy diseases of the participants (attested through certificate)

11. Services

In the ticket price following services are included.

- a)** participation at the whole ETS-festival programme.
- b)** catering – 6x breakfast, 4x hot lunch, 6x dinner, 2x packed lunch (MOVIn' Out Day and day of departure) including drinks
- c)** simple sleeping accommodations in schools and sports arenas including washing- and showering capabilities (sleeping- bags and mats have to be brought by the participants)
- d)** MOVIn' Out Day activity (at certain offers additional costs emerges)
- e)** bus shuttle from the train station Treysa to the accommodations at the arrival day and bus shuttle from accommodations to the train station Treysa at the departure
- f)** promoter liability insurance, accident insurance, foreign health insurance (if necessary)

Services which have to be organized by the GL/ Not included in ticket price services:

- a)** arrival and departure to Ziegenhain or to the train station Treysa
- b)** catering for the arrival

12. Force majeure

If the ETS-festival is aggravated, compromised or affected through not foreseeable force majeure resulting after contract formation, the YMCA as also the GL can only resign in accordance with the regulations to resign in causes of force majeure (§651j BGB). The legal consequences result from the law. The YMCA will refund the paid participation price, but can demand suitable refund for already done or adding services.

13. Refusal of the festival, Service- and price modifications

- a)** The YMCA might refuse the event till 3 months before the beginning of the festival, as far as a number of participants, which ensures a cost-covering accomplishment is not achieved.
- b)** The YMCA shall be entitled, to modify the services for legally acceptable reasons. Modifications and variations of single services, which are published in this conditions of participation and which become essential after the contract formation and which are not precipitated against faith and beliefs from our part, are only acceptable, as far as these modifications and variations are not substantial and do not affect the complete character of the event.
- c)** The YMCA is committed, to brief the GL immediately after knowledge in cases of not reaching the minimum number, force majeure, or at substantial changing of an essential service.
- d)** In case of changing an essential service, the GL is able to resign from the contract. This right he can allege towards the YMCA within one week. We recommend the written form.

14. Limitation of liability

The liability of the YMCA for damages, which are not bodily injury, is – irrespective of the legal basis – in the sum limited to an amount of 500,- Euros.

- as far as a damage of the participant is not precipitated neither wilful nor reckless or
 - as far as the YMCA is responsible for damages to a participant which is caused by a service provider only.
- Liability is limited as far as these are legal prescriptions which concern special services whose liability is also limited.

15. Contract obligations and clues

- a)** In cases of service delivery failures from the YMCA, the GL only has got legal warranty claims of relief, self-help, reducing of the travel price, dismissal and the indemnity, if he do not omit culpably, to inform occurred deficiencies immediately.
- b)** If deficiencies occur, the GL has to allow an appropriate period of corrective effort. Not until then he may produce relief on his own, or cancel the participation due to substantial deficiencies.
- c)** All Participants of the festival are accident- and liability insured. The YMCA does not assume liabilities for diseases, self-imposed accidents and loss of belongings.

16. Passport-, visa- and health prescriptions

- a)** pass- and visa affairs are matters of the GL. He or the participants of his group have to take care of that on their own and pay perhaps upcoming fees.
- b)** In case the participation is not possible due to not getting a visa for single participants or the whole group, a refund of the participation price will be granted.
- c)** Information about health restrictions of a participants, can only be considered, if these are announced at the registration. (see above point 6. personally information's) In case of extensive restrictions, we recommend an information well on time.

17. Applicable right

The legal relationship between the YMCA and the GL comply with the right of the Federal Republic of Germany. Place of Jurisdiction is the registered office of the YMCA.

18. Rules of conduct

- a)** Each Participator declares with his/ her registration the willingness, to align oneself in the community of the ETS-festival and to take part in the programme.
- b)** The festival is non-alcoholic. Brought along alcoholic drinks are not allowed at the festival area as well as at the accommodations
- c)** Smoking is only allowed at specially, marked places at the festival area. Smoking within closed rooms is generally not allowed. The regulations of age limit are considered. In Germany smoking under 18 years is not allowed.
- d)** Any other drugs are not allowed.
- e)** The Festival area (China Messepark) is only opened at the timetable assigned times.
- f)** The accommodations are closed during the day.
- g)** Between 10 o'clock pm and 7 o'clock am outside the festival area and at the accommodations night peace must be kept. Noise is to be avoided.
- h)** The accommodation is divided in sexually segregated groups
- i)** The crew instructions must be followed.
- j)** The GL is responsible for the participators of his group and takes care of the implementation of the above named rules.
- k)** In cases of rough violations participants can be excluded from the festival. Necessary costs for the departure remain with the GL.

19. Photo shots and shootings

The YMCA reserves the right, to make photos during the festivals and/ or video-graphics, which are used for the press, other participants or our homepage. In cases of lack of consens of single participants, we ask the GL to please disagree in writing.

20. Grants

- a)** In part the ETS-festival is promoted by the child- and youth plan of Germany. These grants are already taken into account in the pricing and the GL is not allowed to claim them again..
- b)** Municipal grants or benefits from parishes or from local, regional or national YMCA, must be requested by the GL at the appropriate places.

We are gladly looking forward to a wonderful ETS-Festival with You!