

## General Terms and Conditions of MODELWERK Academy

### 1. Scope of application

These Terms and Conditions govern the cooperation as partners between the participants (hereinafter referred to as "Participants") of "MODELWERK Academy" organized by MODELWERK Modelagentur GmbH, Hamburg, and MODELWERK Modelagentur GmbH, Hamburg, (hereinafter referred to as "MODELWERK"). Our Terms and Conditions shall apply exclusively in this respect, unless different agreements are reached in the individual case.

### 2. Subject-matter of the contract

The subject-matter of the contract is the participation in events within the framework of MODELWERK Academy. MODELWERK will define the scope of the events, especially the venue, programme, duration and the services included, for each event individually.

As a rule, costs of accommodation and food are not included in the fees unless otherwise stipulated in the description of the individual event.

### 3. Conclusion of contract

The booking by the Participant in text form by post, fax, e-mail or through our website is a binding offer to conclude a contract. We will acknowledge receipt of the offer without delay, without this constituting an acceptance of the offer. We are entitled to accept the offer of the other party to the contract within two weeks of sending an order confirmation in text form by post, fax or e-mail. The contract is formed upon receipt of the order confirmation.

The Participant shall be obliged to pay the fees fixed in the booking on the due dates specified without the need for a request by making a transfer to MODELWERK. If the fees have not been received in full at the beginning of the event, MODELWERK will reserve the right to exclude the Participant from the event.

### 4. Cancellation of the booking

A booking may be cancelled at any time for good cause. Good cause shall in particular apply in cases of force majeure and in the case of circumstances which render any participation unreasonable. Notice of cancellation must be given to MODELWERK in writing, specifying the reasons, immediately after becoming aware of the reasons.

Any cancellation must be received by MODELWERK 7 days before the beginning of the event. If notice of cancellation is not given in time as specified in the above provisions or is given without cause, the participation fee must be paid.

Failing to appear at the event shall not be deemed a termination or cancellation.

MODELWERK may cancel an event in whole or in part at any time if there is good cause to do so.

## **5. Duties to cooperate**

The Participant shall be obliged to cooperate in a committed and active manner during the event. MODELWERK reserves the right to exclude the Participant from the event if there are reasons indicating that a continued participation is not acceptable. Good cause could be:

- a lack of commitment or cooperation
- unexcused absence
- gross violations of the house rules at the venue
- negative description of the event, of MODELWERK Academy or other Participants, either publicly or in social media
- unapproved recording of the event
- misconduct towards other Participants or MODELWERK employees
- disregard of instructions given by the event management (speaker, coach, etc.)

MODELWERK shall have the householder's rights at the venue.

## **6. Liability**

Participants take part in the events at their own risk. We exclude any assumption of liability for damage of any kind, unless it is based on intentional or grossly negligent misconduct on the part of MODELWERK or any of our employees. Such exclusion of liability shall apply to personal injury and property damage, especially to consequences of accidents as well as loss of personal items or data.

The Participants expressly acknowledge and accept our exclusion of liability for damage of all kinds.

We assume that there are no health concerns on the part of the Participants. By registering, the Participants declare with binding effect that there are no serious health risks on their part.

## 7. Copyrights

All rights in videos, sound recordings and images are vested in MODELWERK. The teaching material provided may only be used for teaching purposes. Video and sound recordings of any kind are not permitted during the event, unless the event management tasks the Participants directly to do so. The Participant undertakes to observe any existing copyrights and related industrial property rights.

## 8. Rights of use and transfer of rights

The Participant shall, without payment, grant MODELWERK exclusive, transferable rights of use, without any limitation in terms of time and territory, in all products that he/she may produce in cooperation with other Participants and the management in the course of an event, in so far as the Participant is entitled to any copyrights or rights in the products. The granting of such rights shall include all known kinds of use that are important to MODELWERK or the partner company for which products are made. MODELWERK may pass on the rights of use to partner companies.

The Participant undertakes not to infringe any industrial property rights of third parties when making products.

## 9. Right of revocation

You have the right to revoke this contract within 14 days without specifying any reasons. The revocation period is 14 days from the date of conclusion of the contract.

To exercise your right of revocation, you must inform us, MODELWERK Modelagentur GmbH, Rothenbaumchaussee 1, D-20148 Hamburg, telephone: +49 40 88 30 73-100, fax: +49 40 88 30 73-190, e-mail: [finance@modelwerk.de](mailto:finance@modelwerk.de), of your decision to revoke this contract by a clear statement (e.g. a letter sent by post, communication by telephone, fax or e-mail). To comply with the revocation period, it is sufficient that you send the notice of exercise of the right of revocation before the expiry of the revocation period.

### Consequences of revocation:

If you revoke this contract, we must refund to you all the payments that we received from you with regard to the revoked contract without delay and no later than within 14 days of the day on which we received your notice of revocation. For such refund, we will use the same means of payment you used in the original transaction unless otherwise expressly agreed with you. In no event will you be charged any fees as a result of this refund.

## Commencement of service before the expiry of the revocation period:

I agree and expressly demand that you begin to provide the ordered service before the expiry of the revocation period. I am aware that I will lose my right of revocation if you perform the contract in full.

## **10. Other provisions**

German law shall exclusively apply to the contractual relationship between the parties (Participants, MODELWERK). The place of performance for all rights and obligations under the contract, including the rights of use, shall be the registered office of MODELWERK.

The Participant undertakes to make changes or additions to bookings and to deviate from these Terms and Conditions only after prior consultation with MODELWERK.

Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Instead of an invalid provision, such provision shall be deemed to be agreed as comes as close as possible to the intended purpose. The same shall apply *mutatis mutandis* to the filling of any gaps in the contract.

The place of jurisdiction for fully qualified merchants, legal persons under public law and clients without a place of general jurisdiction in Germany shall be Hamburg, Germany.