

General Terms and Conditions of Participation for the Event

Event

Sing Along Concert Barcelona 2022

Organizer

INTERKULTUR Management GmbH
Westhafenplatz 1
60327 Frankfurt am Main, Germany

(“Organizer”)

1. General information

1.1. These General Terms and Conditions (“AGB”) apply to the participation and the associated ticket sales for the above event, organized by the above organizer. Deviating terms and conditions of the participant are not valid.

1.2. The organizer reserves the right to make changes and additions to these regulations. Possible changes and additions are valid when they are published on this website or on the event page

<https://interkultur.com/barcelona2022>

2. Offer and contract

2.1. Registration to participate in the event is exclusively possible via the booking platform, which can be reached at:

<https://app.tickettailor.com/events/interkultur/661143>

2.2. With the information provided on the website, the organizer submits an offer to conclude a purchase contract. The participant accepts his offer to conclude a purchase contract by completing the order process and by clicking on the “Complete registration” button in the last order form. The effective acceptance of the offer by the participant presupposes that the participant has filled in all of the required fields in the order form (each marked by “*”) and has accepted these General Terms and Conditions (AGB)

2.3. The contract for participating in the event is only concluded after the organizer has confirmed the registration to the participants in writing via email. The organizer reserves the right to change the event calendar and space available for the event at any time and without special notice or to temporarily or completely discontinue it. Any amendments and addenda to this agreement must be in written form. This also applies to the waiver of the requirement for the written form.

3. Pricing

3.1. The price stated in the certificate of participation is the final price and is binding on the participant.

3.2. Where required, all prices include the value-added tax due.

3.3. If special prices for discounts are shown, this is also shown separately. If no discounts are shown, these can also not be granted. Discounts can only be granted upon submission of proper proof. Proof of the discount must be submitted before the ticket is purchased and must be carried with you during the event. A subsequent reduction of the ticket price is excluded.

4. Payment

4.1 The payment is made using the methods indicated in each case on the website. All prices are due immediately upon conclusion of the contract.

4.2. Payment with credit card:

When paying by credit card (MasterCard, Visa), the participant will be asked to enter the credit card details during the payment process. The associated credit card account will then be debited in the amount of the ticket. The organizer does not receive any bank details from this payment process.

4.3. Payment via other payment methods

When paying via other financial service providers, the participant will be asked to enter the necessary information during the payment process. The organizer does not receive any bank details from this payment process.

4.4. If a payment is charged back (e.g., due to insufficient funds in the account indicated in the order), the participant must reimburse any damages or any expenses, which arise from the charge back. This includes in particular the bank fees as well as in each case a processing fee in the amount of 10.00 EUR per charge back for the processing by the organizer.

In the event of an unjustified charge back on the credit card, processing costs in the amount of 40.00 EUR will be charged.

In the event of a charge back, the organizer is entitled to withdraw from the contract immediately. The participant thus loses his right to participate in the booked event. This does not affect further claims of the organizer against the participants.

5. Right of revocation

5.1. Revocation policy

Right of revocation

If the participant is a consumer within the meaning of § 13 German Civil Code (BGB), he can revoke his contractual declaration within 14 days without giving reasons in written form by means of a clear declaration (e.g., letter, email). To do this, the option exists to send an email specifying the ticket-ID. The participants use the following contact details for this purpose:

INTERKULTUR Management GmbH
Westhafenplatz 1
60327 Frankfurt am Main
Germany

mail@interkultur.com

ADDRESS OF THE ORGANIZER

The period begins after receipt of this instruction in written form, however, not before the conclusion of the contract and also not before the organizer fulfills his information obligations in accordance with Art. 246 § 2 in conjunction with § 1 para. 1 and 2 EGBGB as well as the obligations according to § 312g para. 1 clause 1 BGB in conjunction with Art. 246 § 3 EGBGB. Timely dispatch of the revocation notice is sufficient to meet the revocation deadline.

Consequences of revocation:

In the case of an effective revocation, mutually received services must be returned and any benefits (e.g. interest) surrendered. If the participant is not able to return or surrender the service or benefit (e.g. advantages of use) or only in part or only in degraded condition, he must compensate the organizer for his loss in this regard. Obligation for reimbursement of payments must be fulfilled within 30 days. We will provide this refund using the same method of payment that you used for the initial transaction, unless otherwise explicitly agreed upon with you. The period begins for the participant with the dispatch of the declaration of revocation and for the organizer with its receipt.

End of the revocation policy.

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5.2. The right of revocation expires prematurely if the organizer begins to provide the service with express consent of the participant before the end of the revocation period or the participants arrange for the service to be provided themselves.

6. Withdrawal/cancellation

6.1. Cancellation of participation must be notified to the organizer by email to mail@interkultur.com.

- a) In case of withdrawal/cancellation before **02.08.2022** the ticket price will be fully refunded.
- b) In case of withdrawal/cancellation after **03.08.2022**, a refund will be made subject to a processing fee of 10% but at least 10 EUR.

6.2. If the registered participant cannot attend the event, the participant has until **07/26/2022** to name a substitute person for the participation in writing or by email.

7. Services

7.1. The scope of the contractual service in the context of the event results from the existing registration forms and the confirmation of participation from the organizer. In the event of contradictions and in any case, the description of services in the booking confirmation is decisive.

7.2. If services are not provided in accordance with the contract, the participant is entitled to remedy. Defects must be reported immediately. Claims for reimbursement of the participation fee due to obvious non-contractual performance, must be asserted within 14 days after the event has concluded.

7.3. The organizer reserves the right to appoint a substitute conductor in exceptional cases. The participant will be informed about the respective changes in good time.

7.4 Travel, accommodation and meals are not included in the event offer, unless services of this type are expressly listed in the event description. If the contractual party does not use the properly offered services in whole or in part, there is no entitlement to a reimbursement of the participation fee.

8. Cancellation of the event

8.1. The organizer can cancel the event for urgent reasons with a reasonable period of notice. This also applies to supporting and evening programs.

8.2. If the event is cancelled, the organizer will refund the payment made in full within 14 days. Any additional costs incurred by the participant will not be reimbursed.

8.3 If the event is canceled after half of the regular concert duration or after the break (if this was provided for), there is no entitlement to compensation. In the event of an earlier cancellation, the aforementioned provisions apply analogously.

9. Copyright and other rights

9.1. The concert and event documents issued are protected by copyright and may only be used for personal use. Rights of use are only transferred by expressly granting rights of use in writing. Duplication, distribution, processing or public reproduction of any kind is strictly forbidden and requires the organizer's written approval.

9.2. Sound and video recordings and descriptions of the event, the event results in whole or in part are not permitted.

10. Use and resale

10.1 The participant undertakes to use his participation exclusively for private purposes. Any commercial resale of the admission tickets purchased without obtaining the prior consent of the organizer is prohibited.

10.2 The private resale of the admission ticket at a higher than the contractually agreed ticket price plus proven fees that have actually been charged to the purchaser of the admission ticket is prohibited.

10.3 If the purchaser violates one of the prohibitions standardized in Sections 10.1 and 10.2, he is obliged to pay a contractual penalty to the organizer in the amount of 2,000.00 euros.

11. Image material/photographs

11.1. Participants in the event irrevocably and free of charge agree that the organizer is entitled to create, reproduce, send or have sent image and/or sound recordings of his person, which go beyond the reproduction of an event of current affairs and to use them in audiovisual media.

12. Liability

12.1. The organizer is liable

- for intent and any negligence in the event of a breach of essential contractual obligations. The amount of liability is limited to the amount of the participant price; the liability for consequential and financial damages (e.g., loss of earnings) is excluded.
- otherwise only for damages caused by intent or gross negligence. The amount of liability is limited to the amount of the contract value; the liability for consequential and financial damages (e.g., loss of earnings) is excluded.

12.2. These limitations and exclusions of liability do not apply to

- claims under the Product Liability Act;
- claims due to fraudulent behavior of a contract partner;
- claims from liability for guaranteed procurement features;
- damages from loss of life, physical injury, or harm to health.

12.3. Otherwise, the organizer and his vicarious agents are also not liable for disruptions of any kind, which are caused by circumstances beyond their control

12.4. Liability for damages which occur during the journey to and from the event locations as well as losses and accidents - unless legally permissible - is excluded.

13. Final provisions

13.1. The law of the Federal Republic of Germany applies, excluding the UN Sales Convention. The place of jurisdiction is Frankfurt am Main.

13.2. If individual provisions of this contract should be ineffective or lose their effectiveness due to a circumstance occurring later, the effectiveness of the contract otherwise remains unaffected. In place of the ineffective contractual provisions, a regulation, which comes closest to what the contracting parties would have wanted, if they had considered the point in question. The same applies to loopholes in this contract.

13.3. The place of performance is the organizer's headquarters.

Last updated: 04/08/2022