# REGULATIONS

#### §1. General provisions

- 1. These Regulations set out the terms and conditions of participation in the event EVOLVE 2024 organized by Jessica Ali conducting business activity under the business name of Funky Flava Jessica Ali with its registered office at ul. Reymonta 8/2, 56-200 Góra, NIP (Tax Identification Number): 5010030034
- 2. In order to use the service and use the purchased admission ticket to the Event, these Regulations should be read and followed. The confirmation of purchase of a ticket to the event means acceptance of these Regulations.
- 3. The terms used herein shall have the following meaning:
  - a. Service Provider Funky Flava Jessica Ali with its registered office at ul. Reymonta 8/2, 56-200 Góra, NIP: 5010030034;
  - b. Event a set of dance and cultural services which may be provided by the Service Provider, carried out within the thematic scope and the time limit specified in detail in the Offer;
  - c. Offer a unilateral statement of the Service Provider included in the Event Description concerning the activities offered by the Service Provider as part of the Event. The Offer includes the price for admission tickets to the Event, venue, programme, event date, and the number of seats available to the Participants;
  - d. Consumer pursuant to the Polish Civil Code of 23 April 1964 a User who as a natural person performs an act in law not directly related to their business or professional activity. Within the meaning of these Regulations, a Consumer shall be also an entrepreneur running a one-man business who enters into contracts which do not have a professional nature arising from the subject of its activity;
  - e. Participant a natural person (with full capacity to perform acts in law) who placed or intends to place an Order. The Participant may be both a Consumer and an entrepreneur;
  - f. Order a transaction initiated by the Participant by placing an order leading to the conclusion of a contract between the Service Provider and the Participant. The Order shall be placed via the Internet in the form of a distance contract. The Contract may be concluded either through the Service Provider's online store or via e-mail;

g. Store – an online store maintained by the Service Provider at home.pl; h.

Regulations – this document, available at www.higheelsintensive.com, sent by the Service Provider at each request of the Participant.

- 4. Detailed information on Events can be found at www.higheelsintensive.com and is provided by the Service Provider by e-mail in response to an inquiry sent by the User to the following e-mail address: info@highheelsintensive.com
- 5. Users may contact the Service Provider by email: info@highheelsintensive.com

# §2. General provisions

1. The Service Provider provides the Participants with services falling within the Event pursuant to distance contracts concluded between the Participant and the Service

Provider. The Contract shall be concluded through the Store or via e-mail.

2. The Event shall take place at the venue and on the days indicated in the Offer. 3. The Offer shall be posted on the Service Provider's website or sent to the Participant's e-mail address.

4. The Service Provider does not provide access, food (or drinks) and/or accommodation, and the price of the admission ticket to the Event does not include the aforementioned costs.

# §3. Rules of Participation

- 1. Each Participant shall strictly observe the rules and restrictions related to the COVID-19 pandemic in force as at the date of Event, i.e. in accordance with the recommendations of the Chief Sanitary Inspector (GIS) concerning the days on which the Event takes place.
- 2. Each Participant shall clean (restore to the condition prior to the Event) their respective position and place where they stayed during the Event.
- 3. The scope of services rendered by the Service Provider during the Event shall be in each case described in the Offer for a given Event.
- The Service Provider may deny entry and stay at the Event to any persons who: a. do not comply with the current restrictions and recommendations related to the COVID-19 pandemic;

b. are under the influence of alcohol, narcotic drugs or psychotropic substances;
c. possess any weapons or other dangerous items, explosives, pyrotechnics,
flammable materials, narcotic drugs or psychotropic substances and other
substances with similar effects;

- d. act aggressively, provocatively or otherwise pose a risk to the security or harmony of the Event.
- 5. Participation in particular sections of the Event schedule is voluntary, the Service Provider does not check the attendance list and is not obliged to suspend classes in the absence of any Participant. Non-appearance or untimely appearance of the Participant for particular classes shall not give rise to claims of any kind on the part of the Participant.
- 6. The Service Provider shall not take responsibility for the Participant's items brought to the Event venue.
- 7. Any beverage and food for the Event shall be provided by each Participant individually.

#### §4. Copyright

1. The Service Provider shall have exclusive rights to any and all materials, arrangements, compositions, programme of the Event, including graphic elements, the layout and design of the elements, trademarks and other information presented by the Service Provider on websites, in materials, and during the Event itself. The elements indicated shall constitute the subject of author's economic rights, industrial property rights including the rights under the registration of trademarks and rights in databases and as such they enjoy the contractual legal protection.

- 2. Downloading or using in any scope the materials and presented photos available within the Event shall require in each case the written consent of the Service Provider and may not infringe the provisions of these Regulations and generally applicable law, as well as it may not infringe the interests of the Service Provider.
- 3. It shall be prohibited to make any recordings or photos during the Event for commercial purposes.
- 4. If any recordings or photos are made during the Event for private purposes, the Service Provider shall be in each case designated as Event Organiser or the author of arrangement (tag: @highheelsintensive #evolvebyhighheelsintensive).
- 5. The Participant may consent to the publication of their image recorded during the Event. The content of such consent shall be presented to the Participant for signature prior to the beginning of the Event.

# §5. Final provisions

- 1. The Service Provider shall have the right to change the schedule or persons carrying out activities as part of the Event at any time. The Service Provider shall inform the Participants about such changes without delay.
- 2. The Event shall be organised in accordance with the rules and standards applicable to such events, with the utmost care corresponding to such activities, as well as to the extent specified in the Offer. The Service Provider shall not be liable for failure to meet any specific expectations of the Participants beyond the above standards.
- 3. To any matters not regulated herein, the provisions of generally applicable law, in particular the Act of 23 April 1964 the Civil Code and the Act on Consumer Rights of 30 May 2014, shall apply.
- 4. The Service Provider shall have the right to amend the Regulations in the case of a change as to the nature or scope of services rendered as part of the Event or technical and organisational changes on the part of the Service Provider. The Service Provider shall notify the Participants of such changes by e-mail.
- 5. Any disputes arising from these Regulations and the concluded contract shall be governed by Polish law. The court competent for settling any and all disputes shall be the court having territorial jurisdiction over the registered office of the Service Provider, unless a provision of generally applicable law reserves exclusive jurisdiction of another court. The court competent for disputes to which the Consumer is a party shall be the Consumer's place of residence.
- 6. These Regulations shall be effective as of 15 October 2022.

#### CONTRACT WITHDRAWAL TEMPLATE

(this form shall only be completed and sent if you want to withdraw from the contract) Addressee:

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– I/We(\*) hereby give notice that I/we(\*) withdraw from my/our(\*) contract for the provision of the following services:
Contract execution date:
Full name of the consumer(s)\*:
Address of consumer(s)\*:
Signature of the consumer(s) (only if this form is sent on paper):
Date:
\*delete as appropriate