



TERMS & CONDITIONS HAKIEL AKADEMIA TAŃCA, HAT HAKIEL

General Provisions

1. These terms and conditions (“**Terms and Conditions**”) set down the rules for participating in courses, classes, and other events organised by the **Hakiel Akademia Tańca** headed by **Marcin Hakiel**, operating under the name **Hakiel Akademia, Hat Hakiel**, with the registered company headquarters in Warsaw at the address Aleja Niepodległości 80, 02-626, Warszawa (Warsaw), registered with the Central Register and Information on Economic Activity under NIP (Tax Identification Number) 5862077210, REGON (National Business Registry Number) 140443281 (“**Akademia Tańca**”).
2. The Terms and Conditions are available on the website of Akademia Tańca www.hakiel.pl (“**Website of Akademia Tańca**”) website under the “**Locations/Schedule**” tab, or at the Akademia Tańca specific locations.
3. Information needed to contact individuals responsible for organisational matters regarding classes at specific locations is available at the Website of Akademia Tańca in the “**Contact**” tab
4. Listing of Akademia Tańca locations along with their front desk phone numbers is available at the Website of Akademia Tańca in the “**Contact**” tab
5. Underage individuals are represented in terms of their rights and obligations by their parents or legal guardians.
6. Signing up for classes is tantamount to accepting and submitting to the provisions of these here Terms and Conditions
7. The parent or legal guardian of a child that is to participate in a summer or winter dance camp (in accordance with the Minister of National Education regulation of 30 April 2016 regarding recreation for children and youths), undertakes to collect an application form at the front desk of Akademia Tańca which is organising the dance camp and deliver the completed form no later than 7 days prior to the first day of the camp.

Payment for Participation in Akademia Tańca Classes

8. The prices and available discounts are determined by the price list of Akademia Tańca (“**Price List**”), which is available at the Website of Akademia Tańca in the “**Locations/Schedule**” tab or on location.
9. The entire payment should be made prior to the first class; the amount due is reduced by any advance payments made earlier.
10. Only individuals who made the payment for the particular class can participate in it. An exception to this are holders of Multisport, Fitprofit, and OK cards, which are honoured in selected locations; the holders of these card only need to pay a surcharge for each class they attend, in accordance with the agreements signed with the above operators.
11. A course pass is a down payment for four or more classes of a given course. The pass is valid only for a selected course (no transfers to other groups), and is valid for consecutive classes of a given group.

Participation in Classes

12. An individual signing up for classes should include in the form their first and last name, the age of the course participant, phone number or email, and the name and date of the selected course, along with the method of payment (cash, card, or bank transfer)

13. Signing up for classes can be done by
 - personally, at the front desk of a selected Akademia Tańca location
 - by phone, calling the front desk of a selected Akademia Tańca location,
 - online, using the form available at the Website of Akademia Tańca,
 - by email sent to the email address provided on the Website of Akademia Tańca in the “**Contact**” tab.
14. Signing up for classes is a form of preliminary booking. In case of a large number of willing participants, Akademia Tańca reserves the right to collect an advance payment.
15. Non-attendance is not a valid reason to demand a refund, an extension of a pass’s validity, or the ability to attend classes at a different date.
16. In case of illness or other indisposition of the teacher leading a class, Akademia Tańca reserves the right to designate a substitute teacher without giving prior notice to the course participants.
17. Akademia Tańca reserves the right to change the class schedule, of which change it can notify the course participants by phone (text message) if they have earlier given Akademia Tańca permission to contact them by phone.
18. In extraordinary circumstances (acts of God, illness), the validity of the course pass can be extended in agreement with the person responsible for organisational matters related to classes in a particular Akademia Tańca location. To extend the validity of a course pass, contact the person responsible for organisational matters related to classes in a particular Akademia Tańca location.
19. Akademia Tańca reserves the right to remove participants from the list of course-goers, if they have failed to pay for the classes and have been absent at three consecutive classes.
20. If the Participant does not start the course, he or she has the right to refuse to participate in the course within 14 days from the date of the payment of the course. At the same time, after the refusal of participation in the course, the Participant will receive a refund within 5 working days.
21. Akademia Tańca reserves the rights to cancel a class if the number of participants in attendance is fewer than four. In such a case, the participants are entitled to attend a different class at another date.
22. By signing up for classes with Akademia Tańca, participants declare that they are aware of their own health and physical condition. Akademia Tańca cannot be held liable for the possible deterioration of health of a class participant.
23. Participants are obliged to deposit their personal belongings in a locker located in the Akademia Tańca locker room. Akademia Tańca does not take any responsibility for personal belonging that have not been locked by the participants in the locker.
24. Participants should change their footwear when attending the classes. This can be sports, dance, or formal footwear (*formal footwear understood as indented for special events, e.g. the newlyweds first dance*), with the exceptions of footwear with black soles that can damage the dancefloor.
25. Individuals that do not submit to the provisions of the Terms and Conditions, attend the classes under the influence of alcohol or other prohibited psychoactive substance, whose behaviour is disruptive to other participants of the classes or can endanger the safety of other people or can cause damage to the facilities of Akademia Tańca, may be requested to leave the classroom and the building on which premises Akademia Tańca is located.
26. Participants are requested to immediately notify the staff of Akademia Tańca if they notice any irregularities in the organisation or progress of the course.

Image

27. Participants may grant Akademia Tańca an unpaid permission to record their image or the image of their child during classes, competitions, and to publish pictures or videos with their recorded image on the Internet (on the Website of Akademia Tańca

or in social media), or in promotional and informational materials of the Akademia Tańca.

28. Specific information regarding the use of images of participants of Akademia Tańca can be found in the Privacy Policy, which is available on the Website of Akademia Tańca in the “Privacy Policy” tab.

Data Protection

29. Rules of processing the personal data of participants of Akademia Tańca, as well as the rules of sharing marketing and promotional information by Akademia Tańca, are included in the Privacy Policy, which is available on Akademia Tańca Website in the “Privacy Policy” tab.

Intellectual Property

30. Choreographed dance routines presented during the classes by the instructors of Akademia Tańca are protected by the provisions of the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2018, item 1191) (“**choreographed dance routines**”).
31. All copyrights and industrial property rights to word marks or figurative marks, copyrights to advertising materials, graphic materials, and pictures, are exclusive rights of Akademia Tańca (“**Akademia Tańca materials**”).
32. Participants are not allowed to record or in any other way register the conduct of classes, unless given a written permission by Akademia Tańca.
33. Participants are not permitted to copy, share, spread, or in any other way use the choreographed dance routines or the materials belonging to Akademia Tańca.

Complaints

34. Complaints regarding the organisation or progress of the course should be submitted in writing to the specific Akademia Tańca location’s address, with “Complaint” noted on the envelope and with a return correspondence address provided.
35. Listing of Akademia Tańca locations along with their addresses is available at the Website of Akademia Tańca in the “**Contact**” tab
36. Complaints are addressed by Akademia Tańca within 14 days from their delivery.

Application of Terms and Conditions

37. These here Terms and Conditions come into force on 13 July 2018.
38. Any changes to the Terms and Conditions or the Price List do not apply to any actions carried out prior to the introduction of said changes.
39. All changes to the Terms and Condition will be published on the Website of Akademia Tańca.
40. In case of any discrepancies between different versions of these Terms and Conditions, the binding version is the Polish language version currently available on the Website of Akademia Tańca.