

# **User Agreement**

## **General Provisions**

This Agreement is concluded between the Worldvision Music Contest (the project managed by Classic@Home GmbH on behalf of the Schlossakademie GmbH, hereinafter referred to as Website Administration) which is the company providing access to the website and website services (hereinafter referred to as Website) and an individual visiting the website pages or using at least one of the services provided on the WorldVision Music Contest Website(hereinafter referred to as Website Visitor). User Agreement regulates the way the Website resources, services and features are used, as well as the use of the platform provided by the Website Administration for the purpose of receiving and publishing of information and communicating.

## **1. Website Visitor**

1.1. A Website Visitor is any individual who opens and views at least one Website page without prior registration and signing in to the Website or forum.

1.2. A Visitor who has registered and signed in using unique individual data becomes a Website User.

1.3. A Website User has access to advanced features provided on the Website.

1.4. In order to use the Website resources, services and features, a User first has to confirm his/her acceptance of the User Agreement. User has no right to use the Website unless s/he accepts the User Agreement.

1.5. A Visitor has no right to use the Website services and cannot accept the terms of User Agreement unless s/he has reached the legal age set by the regulations to conclude such agreements or complied with other conditions for concluding such agreements stipulated by the regulations.

## **2. Using Website Content**

2.1. Only registered visitors, i.e. Website Users can use the interactive Website resources, vote for participants, donate to contestants and publish their own content.

2.2. A User has the right to:

2.2.1. Post information on his/her page;

2.2.2. Use the Website resources in some other way that does not contradict the framework of the Website activities.

2.3. Copyright for Website content, resources and services is held by the Website Administration

unless indicated otherwise.

2.4. Copying the Website content without the Administration's written consent is prohibited.

2.5. It is allowed to partially quote the Website content in a non-recurring way, with mandatory indication to the quote source webpage (no more than 5% of the total content volume).

2.6. All the duly registered names, titles, trademarks, symbols and slogans are owned by their rightful owners. Website content does not specify them by ® and/or ™ symbols.

### **3. Responsibility for the Published Content**

3.1. Website Users are provided with a communication platform (feedback section, blog, forums, commenting system, etc.). Any User can express his/her opinion on the Website topic.

3.2. Accuracy of the information posted in the publicly accessible sections of the Website (provided documents, materials etc.) is the sole responsibility of its author.

3.3. Public sections of the Website are subject to post-moderation: moderator (an authorized representative of the Website Administration) checks the messages after they are published.

3.4. A visitor considering the information on the Website to be directly violating someone's interests and the User who published such information can contact the Website Administration to bridge the differences caused by the information published on the Website. Such Visitors and/or Users should preliminarily attempt to resolve the matters they believe to be disputable on their own by communicating on the Website and by taking reasonable measures.

3.5. The Website Administration has the right to terminate the Agreement with a User at any time unilaterally, i.e. in cases when a User has violated some provision of the Agreement or has taken actions that clearly indicate that the User does not intend to or cannot follow the terms of the Agreement.

3.6. In case a User violates the terms of this Agreement, a moderator can remove the published information, feedback or comment; block the account; ban the User from the Website or ban User access to some Website features using User's IP address.

3.7. Moderators' actions can be disputed in a well-reasoned way by communicating with the Website Administration.

### **4. Data Privacy Statement**

4.1. Information that can be considered confidential is collected, used and disclosed on the basis of Data Privacy Statement.

4.2. By accepting the terms of this Agreement or visiting Website pages, Visitor automatically agrees to the terms of Data Privacy Statement in the part of using personalized and

non-personalized confidential information respectively.

4.3. Website Administration collects, stores, uses, processes and discloses the information received by Administration as a result of an individual (Visitor or User) visiting its sites and/or filling in registration forms, including User personal data, according to the international regulations. An individual (Visitor or User) is aware and consents to Website Administration collecting and processing his/her personal data in accordance with the international regulations within the framework of and for the purposes stipulated by the terms of User Agreement and Data Privacy Statement. An individual shall be obliged to notify Website Administration in writing about his/her personal data changes.

## **5. Your Personal Data Processing and Storage**

5.1. We guarantee confidentiality of your personal data and take organizational and technical measures to protect personal data. In certain cases the Website Administration interacts with its personal data processing partners and transfers such data to them. In such cases we ensure that proper measures are taken to protect personal data. That means that we do not transfer any data to the partners whose data storage rules seem doubtful to us or if we are aware that such rules differ considerably from the terms stipulated by this Agreement.

5.2. We may store 2 types of personal data:

5.2.1. Identification data, including name, last name and IP address;

5.2.2. Contact data, including User email.

5.3. We process personal data for several reasons:

5.3.1. For Website Visitors to be able to vote for the Contest participants and voluntarily donate using our site (if they wish to).

5.3.2. To ensure that the services are functional (for instance, to show relevant ads).

5.3.3. For Website Visitors to be able to receive our information emails/newsletter if they are subscribed.

5.3.4. For us to be able to collect statistics. We need statistics for two reasons: to see whether our services are accessible to Website Visitors and also to understand how Website Visitors use our services thereby based on our observations making them more user-friendly.

5.3.5. We use the data received from you (name, last name and email address for information emails/newsletter) only when we receive your acceptance of such data processing rules.

5.4. Duration of different data types storage may vary.

5.4.1. Personal data that allow us to analyze services accessibility are stored for three years.

5.4.2. Personal data that we store are never used for customization needs (in legal terms it means that we do not create any automated solutions and do not create any profiles based on these data).

5.5. You have the right to:

5.5.1. Use the option of changing your personal data if they are incomplete and/or incorrect.

5.5.2. Request deletion of your personal data.

5.5.3. If you believe that your rights and interests have been violated you can make a claim. We will do everything possible to fix the situation. In this case please email us at [worldvision@classic-at-home.com](mailto:worldvision@classic-at-home.com).

## **6. Contest Candidate and Contest Participant**

6.1. A candidate for participation in the Contest is a web site visitor who makes the decision about participating in the Contest on the terms proposed by the Contest and the Organizing Committee in accordance with the Contest Statement and the User Agreement.

6.2. A Contest Participant is a candidate qualified by the Organizing Committee.

6.3. A Participant consents for:

6.3.1. transfer and processing of own personal data.

6.3.2. waiver of any financial claims to the Organizing Committee and/or the Contest concerning the right to use video content that is directly linked with the Contest or the Contest events.

6.3.3. provision of all the author's rights that can be necessary for using the Participant's video (such as editing, posting, removal etc.) to the Contest Organizing Committee.

6.3.4. terms of transfer, payment, use or withdrawal of monetary funds, prizes and donations: VAT- 19%, platform fee – 14%, payment gateway fee – 3.5%,

beneficiary's bank fee – 3.5%. The term of withdrawal of the money received during the Contest is 8 weeks after the latest money transfer.

6.3.5. relieving the web site administration and the Contest Organizing Committee of responsibility for the actions and decisions taken by the Participant as well as for the consequences of such actions and decisions.

6.3.6. observing the Contest rules, provisions and other documents directly pertaining to the Contest and the participant.

6.3.7. all the money received by Participant during the Contest (donations, prizes) shall be transferred to him/her in the Participant's Profile on the Contest website.

6.3.8. using the services provided to the Participants during the Contest: Participant's Profile, moderation, maintaining the page, notifications etc.

6.4. Minor Candidates/Participants are those who have not achieved legal age as per the laws of the country which they represent.

## **7. Voting and donations for the Contest Participants**

7.1. Donation is voluntary financial support by a web site visitor provided for the Contest video presented by a Participant on the website. All money received by the Contestant on his/her personal account under the Participants' Profile shall be seen as voluntary donations.

7.2. Donations shall be made and entered to the Contest Participant account in Euro currency. The equivalent of Euro to other national currencies shall be defined based on the currency exchange rate of the bank or other payment system through which the donation is made.

7.3. Every donation has its beneficiary, a registered Contest Candidate or Participant. All donations will be transferred to the Participant's personal account.

7.4. Voluntary donations for Participants can be made by any website user using a payment system proposed by the website.

7.5. Every website visitor has the right to vote for an unlimited number of the Contest Participants but only once for one Participant per one round.

7.6. Voting is only possible for registered users.

7.7. Every registered Contest Participant of legal age has an exclusive right to dispose and transfer the money available on his/her own personal account in the Participant's Profile on the Contest website in accordance with the Contest Statement and User Agreement.

7.8. The withdrawal of money to banking accounts of underaged Participants can only be executed by their lawful representatives upon request in accordance with the Contest rules and User Agreement. The Contest Administration reserves the right to request documents confirming the fact of being a lawful representative of an underaged Participant. In case of non-provision of respective documents confirming the right for transferring monetary funds by a lawful representative the money shall remain on the Participant's personal account until he/she achieves legal age.

Total amount of minimal fee withheld by the Contest shall be 3.5 Euro.

7.9. The withdrawal of money from the Participant's Profile of every Participant to his/her personal bank account is only possible after elimination of the Participant from the Contest or upon completion of all the Contest events. The Contestant can transfer the money collected at his/her Participants' Profile not earlier than eight weeks after the last donations' receipt on his/her personal account under the Participants' Profile

## **8. Certificates**

8.1. A Certificate is an official written verification that gives the right to its holder to receive goods/services mentioned in such a certificate, in the equivalent which is specified.

8.2. Certificates cannot be exchanged. Certificates cannot be paid to a Contest Participant in money equivalent.

8.3. Every Participant can only make use of a certificate once. After it is used, the Certificate ceases to be valid.

8.4. The Certificate has a validity period that equals 360 calendar days after the date when it is received by a Participant.

## **9. Cookies**

9.1. To make your Website visit more comfortable, to track visits and improve the services we are collecting a small part of information sent by your browser, the so-called cookies. You have an option to turn off cookie files transmission. To learn how to do that please refer to the settings of your browser. However please take into account that turning off cookie transmission may limit your use of the Website.

## **10. Final Provisions**

10.1. By filling in the registration form on the Website, a Visitor automatically accepts the terms of this Agreement.

10.2. When actually using the Website, a Visitor accepts the terms of the Agreement. In such a case a User understands and consents that the Website Administration perceives the fact of the User using the Website as acceptance of the Agreement terms from the respective point in time.

10.3. Website Administration carries out its activities in accordance with international regulations. Any claims, disputes and official requests shall be considered exclusively in the manner prescribed by international regulations.

10.4. Website Administration shall not be liable for any direct or indirect losses suffered by Visitors, Users or third parties, as well as for lost profit as a result of the activities at/by <https://worldvision.classic-at-home.com>.

10.5. The Website User shall remain solely liable for any breach of his obligations defined by this User Agreement (whereby the Website Administration shall not be liable to the User or any third party) as well as for any consequences caused by such obligation violence (including any financial losses or damages that may be suffered by the Website Administration).

10.6. The Organizing Committee, the Contest Organizers as well as other Contest authorities shall not be liable for the Contestants' non-compliance with any precautionary activities, restrictions and prophylactic measures (including those caused by the coronavirus infection) or Contestants' non-receipt of any necessary documents as well as their non-receipt of any necessary paperwork and/or their non-compliance with any measures stated by governments or other authorities of the corresponding states. The Organizing Committee, the Contest Organizers as well as other Contest authorities reserve the right to state rules and regulations for running the Contest events taking into account any precautionary activities, restrictions and prophylactic measures (including those caused by the coronavirus infection) of the states represented by the Contestants and/or states hosting the final offline Contest events, as well as to amend such rules and regulations.

10.7. The complete finance-flow within the framework of the Contest excluding the Contest entrance fee has to be made through the Contestant's personal account under the Participants' Profile

10.8. The terms of this User Agreement can be changed by the Website Administration unilaterally.

10.9. The English text of the Contest Statement as well as the English text of the User Agreement shall prevail and underlie the Contest, its Rounds and all Contestants' activities within the Contest