



GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN MIGS MASTERS CAMP 2024

ORGANIZER

MIGS Production Sàrl, Av. des Alpes 48, 1820 Montreux (Suisse)

LOCATION AND DATE

HIM Business School - Montreux, from April 21 to 26, 2024.

This contract is a translation of the original version drafted in French. In the event of any discrepancy, dispute, or inconsistency between this translated version and the French version, the French version shall prevail and will be considered as the reference for any interpretation or conflict resolution. The user acknowledges that this English translation is provided for convenience purposes, and the official and binding version of these terms and conditions is in French.

1. ADHERENCE TO GENERAL PARTICIPATION CONDITIONS IN MIGS MASTERS CAMP 2024

These general conditions apply to all participants (hereinafter referred to as the "Participant") requesting admission to the MIGS Masters Camp 2024 organized by MIGS Academy (hereinafter referred to as the "Camp"), held by MIGS Production Sàrl (hereinafter referred to as the "Organizer") at the premises of the HIM Business School (hereinafter referred to as the "Site"). By applying for participation, the Participant agrees to acquaint themselves with these General Conditions. Any payment of Camp registration fees implies full and complete adherence and consent of the Participant to these General Conditions. The Organizer reserves the right to modify these General Conditions without notice. Any modifications resulting from regulatory changes and/or related to the safety of individuals and property will be immediately applicable without the need for the Participant's signature on any document. In the event of a change in the dates and/or site hosting the Camp decided by the Organizer for any reason, or any modification of these General Conditions that would not be immediately applicable in accordance with the provisions of the preceding paragraph, this change will be notified to the Participant. It is expressly stated that the admission of the Participant to the Camp in no way obliges the Organizer to admit the Participant to future Camp sessions or any other event to which the Organizer belongs, nor does it confer any right of reservation or priority on the Participant in this regard.

2. REGISTRATION AND PARTICIPATION CONDITIONS

To be admitted to the Camp, the Participant must meet the following cumulative conditions: (i) meet the required age (if the Participant is a minor, a signed attestation from parents or legal guardians must be presented before payment of participation fees); (ii) register within the announced deadlines; (iii) have the prerequisites indicated on the website. The Participant agrees to participate in the Camp in accordance with the rules and regulations set forth by the Organizer. The Participant must adhere to schedules, safety rules, and instructions given by the Organizer and Camp staff and agrees to follow these rules during their participation in the Camp: (i) respect class and meal schedules; (ii) respect other participants and Camp staff; (iii) avoid any disruptive or undisciplined behavior; (iv) take care of the provided equipment and materials; (v) adhere to prevailing safety rules, especially when using musical instruments; (vi) refrain from any discriminatory, abusive, disorderly, threatening, or offensive behavior; (vii) refrain from harming the image of the Organizer and the Music Camp by abstaining from any defamatory or detrimental acts or comments affecting the Camp's reputation; (viii) consumption of alcohol, drugs, or similar substances is not allowed during Camp class hours. In case of non-compliance with these rules, Organizer directives, or violation of the law, the Organizer expressly reserves the right to immediately dismiss the Participant without refunding participation fees.

3. PAYMENT CONDITIONS

The Participant undertakes to pay the full participation fees for the Camp. The amount of participation fees is determined based on the Camp choice and options. An invoice will be sent to the Participant after registration, and full payment confirms definitive participation in the Camp and the chosen options. Fees are non-refundable after the registration deadline, except in case of Camp cancellation by the Organizer. Unless otherwise indicated, the stated registration rates are per person and inclusive of VAT (8.1%). The Organizer reserves the right to adapt and modify prices, rates, packages, or offers at any time and without prior notice, excluding previous sales. During payment, the Participant can settle participation fees through (i) a single payment of the total fees or (ii) installment payments, to be agreed upon in writing (email) with the Organizer. Any questions can be addressed to mmc@migs.ch. The Organizer reserves the right to refuse and/or reject any sale.

4. CANCELLATION CONDITIONS

Any payment and deposit are final and non-refundable: the Participant is not entitled to any refund in case of cancellation on their part. The Organizer reserves the right to cancel or postpone the Camp in case of unforeseen circumstances. In case of cancellation by the Organizer, participation fees will be refunded to the Participant.

5. PARENTAL AUTHORIZATION

By paying the participation fees, parents or legal guardians acknowledge and accept these General Conditions and authorize their minor child to participate in the Camp. During their participation in the Camp, the conditions in these General Conditions are reiterated to the minor child, especially regarding behavior throughout the Camp duration. If the Organizer notices that the conditions are not adhered to, it expressly reserves the right to dismiss the concerned minor child immediately and without refunding participation fees. The Organizer disclaims any responsibility in case of problems or disobedience during the Camp, which parents or legal guardians accept by registering their minor child for the Camp. Furthermore, parents or legal guardians authorize the Organizer to take any necessary measures in case of emergency. The Organizer and its affiliated staff undertake to enforce these General Conditions and provide optimal supervision for minor children. engagé à faire respecter les présentes Conditions Générales et à encadrer au mieux les enfants mineurs.

6. HEALTH ISSUES

The Participant, or their parents or legal guardians, informs the Organizer of any health issues that may affect the Camp's progression. Failing to do so, the Organizer expressly reserves the right to dismiss the Participant without refunding participation fees. The Organizer highlights that it does not have medical personnel during the Camp. In case of a medical emergency, the Participant or their parents or legal guardians authorize the Organizer to take necessary measures to ensure the Participant's health and safety. Any resulting expenses will be billed to the Participant, their parents, or legal guardians. Under no circumstances can the Organizer be held responsible for an emergency decision taken to ensure the Participant's health and safety.

7. FOOD AND DIETARY REGIME

Quality food is guaranteed by the Organizer's partners (restaurants, caterers, etc.). In case of specific needs (diets, allergies, intolerances, etc.), it is essential to inform the Organizer at the time of registration on the website, in the designated field, or at least 30 days before the Camp begins at mmc@migs.ch. Failing to do so, the Organizer and kitchen staff cannot be held responsible. The Organizer cannot be held responsible for the food provided by its partners under any circumstances.

8. ACCOMMODATION

The accommodation offered as part of the Camp is provided in partnership with third-party hotel establishments. The Organizer acts solely as an intermediary to facilitate Participants' accommodation reservations and coordination. The Organizer is not the owner or operator of the accommodation establishments and thus assumes no direct responsibility for services provided by its partners. The hotel partners are entirely responsible for the quality, capacity, safety, and provision of accommodation services to Participants who choose to stay there. Any disputes, claims, or issues related to accommodation must be resolved directly with the concerned hotel establishment. The Organizer disclaims any responsibility for incidents, losses, damages, or inconveniences occurring during the hotel stay. Accommodation bookings are subject to the hotel partner's general conditions, including but not limited to reservation, cancellation, payment rules, and current stay policies. Participants must comply with these conditions and policies during their hotel stay. Accommodation availability cannot be guaranteed and will be confirmed upon full payment of participation fees and options. In case of unavailability after payment, the Organizer will reimburse the Participant for the accommodation amount. The Participant is responsible for any damages caused to the accommodation premises and the provided equipment and, if necessary, will cover the restoration costs.

9. AUTHORIZATION FOR IMAGE AND AUDIO RECORDINGS USE

The Participant or their parents or legal guardians accept that images (photos, videos) or audio recordings of them may be taken during the Camp and authorize the Organizer to use them without compensation. The Organizer reserves the right to use and reproduce images and recordings made during the Camp for advertising and/or marketing purposes without infringing on the Participant's honor.

10. LIABILITY

The Participant releases the Organizer, its employees, managers, suppliers, owners, and any entity or third party associated with the Organizer from any claims, liabilities, property losses, theft, damages, and/or injuries arising from and/or related to payment and/or participation in the Camp. The Participant is responsible for any damages caused to the Camp premises and the provided equipment and, if necessary, will cover the restoration costs. The Participant is responsible for their belongings and equipment. The Organizer disclaims any responsibility, especially for loss or theft. The Organizer is not responsible for injuries, losses, or material damages suffered by the Participant during their participation in the Camp, except in cases of gross negligence on the Organizer's part.

11. INSURANCE

Corporate liability insurance is contracted for the Camp by the Organizer. The Participant's individual liability insurance covers other possible events (e.g., damage to instruments, etc.). The Participant's individual health and accident insurance covers all ordinary illness and accident expenses that may occur.

12. WEBSITE USAGE

Under no circumstances will the Organizer or its event providers, suppliers, advertisers, and sponsors be liable to the Participant or anyone else, and the Participant expressly and knowingly waives all rights to claim, directly, indirectly, incidentally, specially, or indirectly for damages of any kind other than direct expenses, and any right to have multiplied or otherwise increased damages, arising from or related to the MIGS Academy websites, content, or any product or service purchased through MIGS Academy websites, even if the Organizer has been advised of the possibility of such damages, regardless of whether the claim is based on contract, tort, or any other legal or equitable theory. Without limiting the foregoing, the Participant expressly acknowledges and agrees that the Organizer has no responsibility or liability for (i) any failure of another user of the MIGS Academy website to comply with the codes of conduct, (ii) personal injury or property damage, of any nature, resulting from a contract or tort, arising from your access and use of the website and/or any facilities related to it, (iii) any unauthorized access or use of secure servers and/or any personal and/or financial information stored therein, (iv) any bug, virus, worm, Trojan horse, defect, logical bomb, time bomb, or other elements of a destructive nature that may be transmitted to or through the website, or (v) any errors, faults, inaccuracies, or omissions in any content. The Participant's sole and exclusive remedy in case of dissatisfaction with the website is to stop using it.

13. WARRANTY

The Participant guarantees the Organizer, against any disturbances, claims, or evictions whatsoever, peaceful exercise of their activity. If a complaint were to be lodged against the Organizer due to the use of the website or violation of these General Conditions, the Participant undertakes to indemnify, defend, and hold the Organizer and its affiliates harmless from any claim, damage, loss, and expense of any kind. The Organizer reserves the right to take exclusive control and defense of any claim, and the Participant agrees to fully cooperate with the Organizer to assert all available defenses.

14. FORCE MAJEURE

If the Camp were to end prematurely or be canceled for reasons beyond the Organizer's reasonable control, including, without limitation, natural disasters, war, strikes, labor disputes, accidents, government laws, orders, regulations, requisitions, or restrictions, unavailability of facilities, lack of public services, products, or supplies, inability to obtain sufficient workforce, civil unrest, terrorism, or threats of terrorism, transport disruption, disaster, fire, earthquakes, severe weather conditions, epidemics or pandemics, or any other calamity, accident, or comparable condition, and the Organizer is unable to fulfill its obligations under this contract, the Organizer may terminate this contract without liability and may retain the part of the participation fees to cover the costs incurred for organizing the Camp. The difference will be returned to the Participant.

15. APPLICABLE LAW / LEGAL JURISDICTION

Swiss internal law applies, excluding conflict of laws. In case of dispute with the Organizer, the Participant acknowledges the jurisdiction of the ordinary courts of the Canton of Vaud.