

General terms and conditions

§ 1 Scope / Object

1. The association „tanzen wie noch nie“, Obermühlestrasse 8, 6330 Cham, is an association in Cham. Between October 2018 and June 2019, the association will organize six dance events on Sunday afternoons at the Lorzensaal in Cham in order to promote the understanding and interest in foreign cultures.
2. These general terms and conditions shall apply to all contracts concluded between the association “tanzen wie noch nie” (hereinafter the “organizer”) and the participants of the dances (hereinafter the “participants”).
3. General terms and conditions contradicting these general terms and conditions apply only as far as the organizer explicitly acknowledges them.

§ 2 Conclusion of contract

4. Participation to the dance of the organizer is granted to people, that buy a ticket via the Website <http://eventfrog.ch> or on-site at the box office. Eventfrog conveys the sale of tickets and conclusion of contracts regarding the sale of tickets with the participants on behalf of the organizer.
5. The event presentation in Eventfrogs online-shop constitutes a binding proposal to a contract regarding the dance participation.
6. The participant concludes the contract regarding the dance participation between the organizer and the participant by clicking the button “Jetzt kaufen” or by purchasing a ticket on-site at the box office. By clicking the button “Jetzt kaufen” or by purchasing a ticket at the box office, the participant acknowledges these general terms and conditions as they are listed in the event presentation.
7. The participant acknowledges that the number of participants per dance is limited to 400 people. Hereby “the first come, first serve” principal is followed.

§ 3 Prices

8. The prices denoted on the website <http://eventfrog.ch> are inclusive legal sales tax.
9. No additional costs are collected from the participant for postal delivery of the tickets.

§ 4 Terms of payment

10. The organizers claim towards the participant falls due immediately with the conclusion of the contract.
11. Payments must be made in Swiss francs. As means of payment Eventfrog accepts credit cards (Visa and Mastercard), PostFinance and Twint.
12. Eventfrog reserves the right to block certain means of payment for certain participants (i.e. in case of negative credit rating).

§ 5 Delivery of tickets

13. The tickets are delivered via PDF-download or via e-mail to the e-mail address provided by the participant.
14. The tickets may be delivered by post to the address provided by the participant in the event of a special agreement.
15. The participant is obliged to examine and verify the ticket upon receiving it. The participant must notify the organizer within three days upon receiving the ticket of damages to the tickets or deviations to the ordered ticket otherwise the ticket is approved by the participant (art. 201 CC).
16. The benefit and the risk of the ticket passes to the participant with dispatchment of the same.
17. The participant is obliged to store the tickets safely.

§ 6 Prohibition of resale of tickets

18. The tickets are freely transferable.
19. It's expressly prohibited to trade purchased tickets for industrial or commercial purposes.
20. The organizer reserves the right, to declare the loss of the benefits in connection to the tickets and to claim damages and recover profits from the previous ticket owner or the purchaser of the ticket.

§ 7 Restitution, reimbursement and conversion of tickets

21. The organizer solely decides on the possibility, conditions and the processing of restitution, reimbursement and conversion of purchased tickets. It is within the discretion of the organizer to decide, whether tickets can be returned, reimbursed or converted.
22. The participant acknowledges, that the dance events are carried out by the organizer with great care. In the event of program changes, postponement of the dance event or change of venue, the purchased ticket remains valid regardless the reason for program change, the postponement or the change of venue. The ticket is now valid for the changed resp. deferred dance event.
23. In the event, that the organizer agrees to the restitution, reimbursement or conversion of the ticket, this shall be done according to the provisions hereafter:
 - 23.1 The participant must return the purchased ticket to the organizer no later than five days before the date of the event printed on the ticket.
 - 23.2 The organizer shall transfer the price paid for the ticket on <http://eventfrog.ch> within four weeks to the participant. The participant is obliged to provide the organizer with the following data for the transferal of the paid price: name and place of the bank, clearing-number of the bank, IBAN, account number and account holder (last name and first name).

§ 8 Duties of the participant at the dance event

24. The participant acknowledges the general data protection regulations, further general terms and conditions, terms of use or contractual terms of the organizer with the purchase of the tickets.
25. The participant acknowledges the organizers safety, access, age and other regulations with the purchase of the tickets.
26. In the event of non-compliance with the aforementioned regulations, the organizer may exclude the participant from the dance event without compensation.

§ 9 Warranty

27. The warranty with regard to facts or rights is, as far as legally permissible, excluded.

§ 10 Liability

28. The liability of the organizer for slight and moderate negligence, indirect and indirect damages and consequential damages, as well as any acts and omissions of the assistants of

the organizer, be it contractual or non-contractual, shall be excluded to the extent permitted by law. The claim for damages is also limited to the purchase price of the ticket.

29. The participant is liable to the organizer without restriction for direct damages caused by unlawful intent or gross negligence. For slight and gross negligence the liability of the participant vis-à-vis the organizer is excluded.

§ 11 Data protection

30. The participant hereby consents with conclusion of the contract to the storage and editing of his / her data by the organizer (i.e. first and last name, address, phone number, e-mail address etc.).
31. The participant hereby consents to the organizer taking photos and making films of the dance event and publishing them on the website of the organizer (<http://tanzen-wienochnie.ch>) and on social media platforms such as Facebook and Instagram..
32. The general data protection regulations are an integral and binding part of the contract between the organizer and the participant.

§ 12 Final provisions

33. The organizer reserves the right, to alter these general terms and conditions at all times. The alterations are communicated to the participants. Without the express opposition of the participant within a month of the communication the altered general terms and conditions are accepted and part of the concluded contract.
34. **These general terms and conditions as well as all the legal relationships between the organizer and the participant are governed by Swiss law, especially the Code of Obligations, excluding conflict of law provisions and the Vienna Convention.**
35. **Exclusive jurisdiction lies with the ordinary courts in Zug.**
36. If any provision of these general terms and conditions or any provision of the concluded contract should be invalid or not enforceable, this shall not affect the legal effect of the remaining provisions or contracts. The contracting parties are obliged to replace the non-valid provisions with a valid and enforceable provision as closely as possible to the legal and economic purpose of that provision.
37. In the event of conflicts between the German and the English version of these general terms and conditions the German text shall prevail.