

TERMS OF SERVICE

General Provisions

This Agreement is concluded between the WorldVision Music Contest, a project runned on behalf of Schlossakademie GmbH by Classic@Home GmbH (hereinafter referred to as Website Administration) as 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 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 logging on to the Website or forum.

1.2. The Visitor who has registered and logged on using unique individual data becomes a Website User.

1.3. A 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 – Website Users can use the interactive Website resources, vote for participants, donate to contestants and publish their own content.

2.2. User has the right to:

2.2.1. Publish information on his/her page;

2.2.2. Use the Website resources in a different 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 theme.

3.2. Accuracy of the information published in the publicly accessible sections of the Website (feedback section, forum, comments) 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 actions.

3.5. The Website Administration has the right to terminate the Agreement with a User at any time, including the 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 provision, a moderator can remove the published information, feedback or comment; block the account; ban the User from the Website or bar User access to some Website features by IP address.

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

4. Confidentiality Agreement

4.1. Information that can be considered confidential is collected, used and disclosed on the basis of Confidentiality Agreement.

4.2. By accepting the terms of this Agreement or visiting Website pages, Visitor automatically agrees to the terms of Confidentiality Agreement 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 Confidentiality Agreement. 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 such 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 if they are subscribed.

5.3.4. For us to be able to collect statistics. We need statistics for 2 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 we receive from you (name and last name and email address for information emails) 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 not used to personalize anything anywhere (in legal terms it means that we do not create any automated solutions and do not create any profiles based on this data).

5.5. You have the right to:

5.5.1. Use the option of changing your personal data if they are insufficiently complete 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. For this please email us at worldvision@classic-at-home.com.

6. The Candidate for the Contest and the Participant of the Contest

6.1 The Candidate for the Contest is a website visitor who has decided to participate in the Contest under the conditions proposed by the Contest and the Organizing Committee, in accordance with the Regulations and the User Agreement.

6.2 The Participant of the contest is a candidate qualified by the Organizing Committee.

6.3 The Participant agrees:

6.3.1 to the transfer and processing of their personal data.

6.3.2 to waive any financial claims to the Organizing committee and/or the Contest for rights to use of video content directly related to the competition and competition events.

6.3.3 to grant all copyrights to the Organizing committee of the Contest, that might be necessary for the use of the participant's video (such as editing, placement, removal, etc).

6.3.4 on conditions of transfer, payment, usage or withdrawal of funds and donations.

6.3.5 to withhold responsibility from the website administration and the Organizing committee of the Contest for actions and decisions made by the participant, as well as for the consequences of these actions and decisions.

6.3.6 to follow the contest rules, regulations and other documents directly related to the contest and to the participant.

6.3.7 to take part in the concerts and other events related to the concert during and after the competition.

6.3.8 to provide them with services within the framework of the contest: personal account, moderation, maintenance of the page, notifications, etc.

6.4. The under-aged candidates/participants are those who have not reached the age of majority according to the laws of the country they represent.

7. Voting and Donating to Contest Participants

7.1 A donation is a voluntary financial support from a website visitor for the Contest video submitted by a participant on the website.

7.2 Donations are made and credited to the account of the Contest Participant in euro currency. The euro equivalent to other national currencies is determined by the exchange rate of the bank or payment system through which the donation is made.

7.3 Each donation has a recipient - a registered candidate or participant of the Contest. All donations will be credited to the participant's personal account.

7.4 Voluntary donation for the participants can be made by any user of the site, using the payment system offered by the website.

7.5 Every website visitor has the right to vote for the unlimited number of participants, but only one vote for one participant per round.

7.6 Only the registered viewers may vote.

7.7 Each registered candidate or participant of the Contest shall have the sole right to own and move the funds in their personal account in accordance with the Contest Regulations and the User Agreement.

7.8 Each registered candidate has the opportunity to pay the entry fee using donations received from the registered users of the site in full or in part, within the terms established by the Contest Regulations.

7.9 Each registered candidate or participant of the Contest will be able to withdraw funds received as donations from registered site users after they have finished participating in the Contest, from their personal account to their bank account provided to the Contest organizers, minus fees (19% - VAT, 3,5% - payment system fee, 14% - platform fee, 3,5% - beneficiary bank fee).

The total amount of the minimum fee withheld by the contest is 3.5 euros.

7.10 Each registered candidate or participant of the Contest may, after completion of participation in the Contest, use the funds received by donation to pay for all or part of the products or services provided by the Contest website. In this case, the funds can be used in full, without deduction of commissions.

7.11 Withdrawal of funds from each participant/candidate's personal account to their bank account can be made between the rounds or after all Contest activities have been completed.

7.12 Withdrawals to the bank account of underage participants may be made only by their legal representatives upon request in accordance with the Contest rules and the Contest User Agreement. The Contest Administration reserves the right to request documents confirming the fact of legal representation of a underage participant. Without the provision of appropriate documents confirming the right of movement of funds by his legal representative, the money will remain in the personal account until the participants age of majority.

8. Scholarships and Certificates

8.1 Scholarship is an irregular (one-time) financial aid from partners, sponsors, organizers of the Contest.

8.2 Certificate is an official written certificate entitling the holder to receive goods/services specified in the certificate in the specified equivalent.

8.3 Scholarships and certificates are prizes awarded to a contestant based on the results of voting and the jury's decision.

8.4 Scholarships and certificates cannot be exchanged. Certificates and scholarships cannot be paid to the participant of the competition in cash equivalent.

9. Cookies

To make the 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 cookies 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 <https://worldvision.classic-at-home.com> activities.

10.5 User accepts that s/he has sole responsibility (and that the Website Administration shall bear no responsibility to User or any third parties) for any violation of his/her obligations determined herein and also for all the consequences of such violations (including any losses or damages that the Website Administration may suffer).

10.6 Terms of this Agreement may be unilaterally altered by the Website Administration.