

Terms & Conditions

1. OBJECT

The following page contain our Terms and Conditions ("Terms") applicable to the Event, in relation to the registration, participation, and where applicable cancellation of the attendees ("you", "your", "yours") of the Event whether physical or virtual with the use of video or web conferencing tools/platforms. We reserve the right to reject any request notably for an Event, it deems inappropriate.

BINDING EFFECT

Upon submission of your completed online registration form, you are considered 'registered' (pending payment, where applicable). Please note that by submitting your registration, you agree to these Terms without modification and you enter into a binding contract with us when you purchase a ticket to or register for the Event (including if the Event is free of charge). Where no online registration form is required by us, you may be invited via other means (e.g. Outlook or other tools) to attend the Event. In such circumstances, you agree to these Terms without modification and you enter into a binding contract with us when you purchase a ticket to, or follow the sign-up process applicable for the Event (including if the Event is free of charge). Upon submission you are considered "registered" (pending payment, where applicable). If you purchase a ticket to or register for the Event on behalf of an entity, you agree to these Terms on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will also refer to that entity. If you do not have such authority, or if you do not agree to any portion of these Terms, please do not purchase a ticket to or register for the Event. Furthermore, by attending, -registering for or participating in the Event, you will be deemed to have accepted these terms and conditions in so far as they relate to your attendance at, registration for or participation in -the event.

PROGRAMMES CHANGES

It may be necessary to change the Event content and timing of the programme, the choirs, the date or the venue at any time prior to the Event. In that case, we will notify you and you will be given the opportunity to cancel your registration, according to Section 3. Should you decide to cancel your registration for these grounds, we are not responsible nor liable for any costs and/or expenses you may incur due to the cancellation of your registration.

LANGUAGE

We may translate these Terms into other languages for your convenience. The English language version is the version that governs these Terms. In case of any conflict between the English language version and a translated version, the English language version will prevail.

PAYMENT OF FEES (WHERE APPLICABLE)

If the Event is not free of charge, you undertake to pay the relevant fees (all taxes included) as specified on the registration form if you wish to attend the Event. The fees shall be paid in accordance with the conditions set out on the registration form. In the absence of specific conditions on the registration form, the fees shall be paid in accordance with the payment terms as set out on the invoice, but in any case, before the beginning of the Event.

REGISTRATION CONFIRMATION

You agree and understand that your registration for the Event is subject to our confirmation that will be sent to you via email. We are entitled to deny your registration without cause.

2. CANCELLATION BY THE HOSTING ORGANISATION

The Hosting Organisation may at any time, with or without giving notice, in its absolute discretion and without giving any reason, cancel your registration and/or cancel or postpone the Event, whether physical or virtual, change its venue or any of the other published particulars, or withdraw any invitation to attend. In case of cancellation of your registration by the Hosting Organisation and/or cancellation of the Event by the Hosting Organisation, the paid Event fees (if any) will be reimbursed to you in due time subject however to the provisions of section 11. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In case of postponement of the Event, the paid Event fees (if any) will not be refunded by the Hosting Organisation and your booking shall be transferred to the new date. Should the Event be postponed or cancelled, we are not responsible nor liable for any costs and/or expenses you may incur due to the postponement and/or cancellation of the Event.

3. CANCELLATION OF REGISTRATION BY YOU

CANCELLATION

If the Event is free of charge, we kindly ask you to inform the Hosting Organisation should you suddenly not be able to participate. That way, we can admit prospective participants on the waiting list to participate instead. Without prejudice to the following section entitled “Right of withdrawal”, if the Event requires payment of fees, cancellation conditions are set out below. In the absence of specific conditions, cancellation is possible up to two (2) weeks (fourteen (14) calendar days) before the start of the Event without payment of any cancellation fees except for the credit card transaction fee. Without prejudice to the following section entitled “Right of withdrawal”, in case of cancellation at a later

time, or in case of no show, all fees remain due. We would however be pleased to accept a substitute participant without additional costs provided that you abide by these Terms in respect of the substitute participant. Should you decide to cancel your registration or withdraw, we are not responsible nor liable for any costs and/or expenses you may incur due to the cancellation of your registration.

RIGHT OF WITHDRAWAL (WHERE APPLICABLE)

Notwithstanding the foregoing, provided that you are a consumer – which therefore excludes Wicklow Sings volunteers or staff registering – you have a right of withdrawal of seven (7) calendar days from the day of your purchase or your registration to the Event (whichever the later) without having to provide a justification [please note that you will not benefit from a right of withdrawal if (i) you are not a consumer, that is you are not an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession, and/or if (ii) these Terms are fully performed by the Hosting Organisation within the fourteen (14) days withdrawal period (e.g. if you purchase a ticket for an Event taking place in seven (7) days' time, you cannot attend that Event and then exercise your right of withdrawal)]. The withdrawal period will expire after seven (7) days from the day of your purchase or your registration to the Event (whichever is the later). To exercise the right of withdrawal, you must inform us by email at wicklowsings@gmail.com of your decision to withdraw from the registration for the Event by an unequivocal statement (e.g. a letter sent by post or e-mail). To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. Effects of withdrawal: If you have the right to withdraw and that you actually withdraw from the registration for the Event, we shall reimburse to you all fees received from you (if any) pertaining to the registration, including the costs of delivery (if any), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from the registration for the Event. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

4. DATA PROTECTION

By registering and/or by participating to the Event wherever physically or virtually via video conferencing or web conferencing platforms/tools, you acknowledge that your personal data will be collected and processed by us in order to organize such Event and manage your participation, as further detailed in our Privacy Notice for Events, which you acknowledge having read. Please note that your data may be used to ensure adequate follow-up and best services to its attendees.

5. PHOTOGRAPHY AND FILMING

By registering and/or by participating to the Event wherever physically or virtually via video conferencing or web conferencing platforms/tools, you acknowledge that

certain sessions and/or social functions may be, photographed and/or filmed and/or web streamed and that some of these photos and video recordings can be used for the minutes of Event/meeting, news, promotional purposes, future marketing materials, illustration, information and dissemination activities via Wicklow Sings own websites or inclusion on Wicklow Sings' social media pages which may process personal data according to their own policies. It is the duty of all choirs with members under 18 years of age to ensure that informed consent is sought from young people and their parents/guardians/carers in this regard In some cases, online audio and/or video recordings are accessible only to Wicklow Sings team via log-in. Participation in the Event (whether online or not), indicates your consent to being included in the event's recording. Should you have any concerns about this, or do not wish to be featured in any of these materials, please approach the Event team and inform her/him on the day of the Event. However you are advised that incidental inclusion of some images of yourself within any recording or photos may take place. Photos and recordings will be publicly available.

6. INTELLECTUAL PROPERTY

For the purposes of these Terms, "Intellectual Property Rights" are any and all rights (including without limitation copyright, trademarks, trade names, know-how, design software applications, websites, rights in databases, compilations and designs, moral rights) and prerogatives, , registered or not, arising from the Irish and international legislation on the protection of notably patents, design, trademark, as well as know-how and trade secrets.

You agree that all elements made available by the Hosting Organisation or made available via the Hosting Organisation in connection with the Event, including, without limitation, notes, records, audio recordings, video footage, brochures, drawings or other documents and tangible items including images, texts, comments, graphics, illustrations, logos, icons, the Hosting Organisation's brand and products names, are (i) the exclusive property of the Hosting Organisation, and/or of its licensors and (ii) could be protected by Intellectual Property Rights. The Hosting Organisation reserves all rights not expressly granted under these Terms. Except as explicitly authorized by the Hosting Organisation in writing, they may not be sold, licensed, rented, modified, used, distributed, copied, reproduced, transmitted, publicly displayed, publicly performed, published, adapted, edited or translated, in whole or in part by you to any third party outside of the other registered participants for the Event. These Terms do not grant to you any license nor any right to use these elements made available to you except where such use is limited to the purposes of your attendance to the Event.

Furthermore, it is the responsibility of choirs to ensure that they comply with relevant copyright requirements concerning their performances at the Event. Wicklow Sings accepts no responsibility for any action taken by copyright owners against choirs who perform illegally reproduced music.

7. FORCE MAJEURE

The Hosting Organisation will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by events outside its reasonable control ("Force Majeure event") and in such circumstances the Host Organisation may not reimburse any paid Event fees. A Force Majeure event means any event which is beyond our and/or your reasonable control, including but not limited to, Act of God, fire, flood, lightening, storm, earthquake or other climatic or meteorological catastrophes, failure or delay of common carrier or impairment or lack of adequate transportation facilities, accident or repair to machinery, act of sabotage including but not limited to piracy or hacking, embargo, government requirement or action including the imposition of sanctions by any country against Ireland or a country in which a party is registered or a country in which the Event is deemed to be staged, war, civil or military authority, terrorism and industrial dispute, strike or labour disturbance, regulatory change or change in law, or any event or circumstance which puts at risk or endangers the health, safety or security of our and/or your personnel, which prevents and/or affects the performance of these Terms and/or the staging of the Event, and could not have been prevented, avoided or remedied by the party affected by the Force Majeure event (i.e. the party not able to perform) taking reasonable precautions ("Force Majeure Event"). Performance under these Terms is deemed to be suspended for the period that the Force Majeure event continues to affect performance. We and/or you will use our reasonable endeavours to bring the Force Majeure event to a close or to find a solution by which our and/or your obligations under these Terms may be performed despite the Force Majeure event.

8. MARKETING

Please note that individuals and organisations cannot exhibit or hand out marketing material or other printed matter during the Event, unless by seeking prior consent of the Hosting Organisation.

Individuals and organisations wishing to display such marketing materials may contact us at wicklowsings@gmail.com

9. CONDUCT AT THE EVENT

We are dedicated to making the Event a safe place for all.

You shall not display any content, adopt a conduct, or incite any person to commit an act, which:

- is threatening, libellous, defamatory, or obscene;
- would constitute a criminal offense, give rise to civil liability, or otherwise violate law in any manner;
- infringes the intellectual property, privacy, or other rights of any third parties; or
- constitutes or contains false or misleading statements.

You consent also not to hack or use our infrastructure for unethical, illegal or malicious activities. We may at any time, with or without giving notice, in our absolute discretion, rescind your registration or attendance at the Event in case of violation of these Terms without incurring any liabilities to you and/or any third party. In such event, all paid Event fees will not be reimbursed, and all Event fees shall remain due.

10. LIABILITY

You are required to keep your personal belongings (including your camera, phone, computer and/or other devices) with you at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any liability for any loss (including, without limitation, theft) occasioned on our premises and/or on any premises of any Event being staged at external venues save for any damages caused directly by our negligence in which circumstances and, to the extent permitted by law, our liability shall be limited to your paid Event fees.

To the extent permitted by law, we, and our affiliated companies as well as any video conferencing or web conferencing platforms' system provider for the Event and each of its and their respective officers, directors, and other partners and employees, shall not be liable under any circumstances, whether in contract, or otherwise, with respect to the damages suffered in relation with the organisation and/or your registration for and/or participation to the Event for: (a) any indirect, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, loss of data, additional personnel costs or other intangible losses (even if we have been advised of the possibility of such damages), and/or (b) the cost of procurement of substitute services, and/or (c) any matters beyond our reasonable control, including Force Majeure event. You hereby expressly waive all claims against any of the aforementioned organisation and/or physical person for any of the aforementioned damages.

You understand and agree that we expressly disclaim all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. By way of example, you hereby expressly waive all claims against us, against any and all of our affiliated companies as well as against any video conferencing or web conferencing platforms' system provider for the Event for any of the following, understanding and agreeing that no warranty is made herein that (a) the Event will meet your requirements or expectations; (b) the Event will be uninterrupted, timely, secure, and/or error-free; and/or (c) the results that may be obtained from attending the Event will be accurate or reliable.

11. ENTIRE AGREEMENT – CONTRACT WITH THIRD-PARTY WEBSITE AND/OR PLATFORMS/TOOLS

These Terms constitute the entire agreement and understanding between you and the Hosting Organisation and they supersede all previous agreements, arrangements and understandings between you and the Hosting Organisation relating to the same subject matter. You confirm that you have not relied upon any statement, representation or understanding that is not expressly set out in these Terms and that you shall have no remedy in respect of any statement, representation or understanding which is not expressly set out in these Terms. You may be required to register for and/or participate to the Event via third-party registration website. We make no representation or warranties and shall have no

liability or obligation whatsoever in relation to the content and/or your use of any such third-party website and/or platforms/tools, and any contract and/or terms of use you may have entered into and/or accepted with any such third party is strictly between you and the relevant third party.

12. UPDATE OF TERMS & CONDITIONS, GOVERNING LAW AND JURISDICTION

These Terms are effective from 08 February 2022 and shall apply to your registration for and/or your participation to the Event; these Terms replaces the previous versions. We may update these Terms at any time. Consequently, you are invited to regularly refer to the latest Terms in effect when you proceed to a registration and/or subscription. You agree that these Terms will be exclusively governed by the laws of Ireland, without giving effect to any conflicts of law principles. Any dispute, claim or controversy arising out of, connected with or relating to the conclusion, validity, interpretation or performance of these Terms and/or ulterior agreements that could arise therefrom, will be under the exclusive jurisdiction of the competent courts of Ireland with an appeal to the Irish Supreme Court remaining reserved for the constellations as provided by law