

GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN LESSONS OF MGR. LENKA OTTOVÁ

1. Recitals

- 1.1 These are general terms and conditions of Mgr. Lenka Ottová, an entrepreneur with her registered office at Zlatnická 1130/12, Prague 1 – Nové Město, Postal Code 110 00, Id. No. 411 33 315 (hereinafter “Lenka Ottová”). Lenka Ottová provides particularly teaching services in the area of art and dance.
- 1.2 These General Terms and Conditions stipulate the mutual rights and obligations of Lenka Ottová and the participants in dancing lessons and any other events organised by Lenka Ottová (hereinafter the “participants” or a “participant”).
- 1.3 The dance lessons of Lenka Ottová take place in the premises of Dance Perfect studio operated by DANCE PERFECT s.r.o., a company with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No.: 278 70 081, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 123003 (hereinafter “Dance Perfect Studio”).

2. Registration in Lessons and Execution of Contract

- 2.1 Registration in a specific lesson is made on the basis of a written filled-in registration form delivered by the participant to Lenka Ottová either in person at the reception of Dance Perfect Studio, by post or by means of an electronic form. At the time when Lenka Ottová confirms to the participant (in writing or by e-mail) that she has received a properly filled-in registration form, a services contract is automatically entered into between Lenka Ottová and the participant.
- 2.2 The list of lessons provided by Lenka Ottová, as published on the website of Dance Perfect Studio (i.e. www.danceperfect.cz) or in other promotional materials, does not constitute a binding proposal for execution of a contract; such a proposal is made only upon delivery of a properly filled-in registration form by a participant.
- 2.3 The mutual contractual relationship includes the obligation of Lenka Ottová to secure the provision of services consisting in teaching dance or other services based on the parameters published in the list of lessons on the website or other promotional materials of Lenka Ottová and the corresponding obligation of the participant to pay the agreed price for the provision of these services to Lenka Ottová.
- 2.4 By signing the registration form, the participant confirms that (s)he has become acquainted, in detail and to the full extent, with these General Terms and Conditions and that (s)he fully agrees with them without any reservations. These General Terms and Conditions are an integral part of the executed services contract.
- 2.5 Furthermore, by signing the registration form, the participant confirms that (s)he has become thoroughly acquainted with the rules of operation and the safety regulations of Dance Perfect Studio and that (s)he is sufficiently familiar with his/her own state of health, where this state of health does not fully or partly prevent him/her from using the services of Lenka Ottová.
- 2.6 If a certain lesson is ordered for the benefit of a third party, the latter (the participant) is bound by the services contract and the General Terms and Conditions of participation in the lessons of Lenka Ottová as from the time when the third party expresses consent to the ordered lesson. The consent may be expressed either by means of an application for booking a certain date and time for the lesson, by confirmation of a previously proposed date and time of the lesson or at the time of first participation in the lesson. The person ordering the lesson is obliged to acquaint the third party (participant) for whose benefit the lesson is ordered with the contents of the contract and General Terms and Conditions.

3. General Rules of Organisation of Lessons

- 3.1 The scope of the individual lessons and other events provided, including their prices, is based on the applicable offer of Lenka Ottová valid at the time of ordering the service.
- 3.2 The dates and times of the individual lessons follow from the schedule published before the beginning of each period and then updated from time to time by Lenka Ottová. Up-to-date information is provided on the website www.danceperfect.cz and is also displayed in the premises of Dance Perfect Studio. Each participant is obliged to regularly check this up-to-date information and become acquainted in due time with any changes.
- 3.3 The services of Lenka Ottová consist especially in providing “Open Class” lessons.

4. “Open Class” Lessons

- 4.1 A participant may attend individual “Open Class” lessons according to his/her choice after signing up for the “Open Class” programme. The participants may sign up in person at the reception, by post or by means of an electronic form. These lessons may be purchased either individually or on the basis of a discounted non-transferable pass issued to a specific person.
- 4.2 An “Open Class” pass is issued for 5 lessons with a 2-month validity from the date of issue; for 10 lessons with a 3-month validity from the date of issue; or for 20 lessons with a 5-month validity from the date of issue. Lessons not attended during the validity of the pass are not reimbursed or compensated for.
- 4.3 If an Open Class lesson is missed, the participant does not have the right to make up for it in a different lesson.
- 4.4 If the lessons cannot take place at the determined date and time due to force majeure, Lenka Ottová shall not be in delay with performance of her duties arising from services contracts. In such a case, the participant is not entitled to withdraw from the services contract. For the duration of interruption of operation of the Dance Perfect Studio because of an obstacle caused by force majeure, “Open Class” passes may not be utilised. “Open Class” passes may be utilised again after the obstacle has ceased and the Dance Perfect Studio has started operating again. If the participant cannot utilise the “Open Class” pass after the obstacle has ceased for reasons on the participant’s side, Lenka Ottová is not obliged to return to the participant the amount corresponding to the value of the unutilised lessons from the pass. The participant is entitled to transfer the unutilised lessons from the “Open Class” pass to another person. In the sense of these Terms and Conditions, force majeure means an extraordinary, unforeseeable, unavoidable and non-culpable (by Lenka Ottová) circumstance that makes it impossible to hold courses and lessons at the determined date and time (e.g. war, civil commotion, strike, mobilisation, uprising, natural disaster, epidemic, pandemic, blackout, etc.).

5. Participation of Children in Lessons

- 5.1 Persons under 18 years of age may participate in individual lessons of Lenka Ottová only with the explicit consent of their parents or legal representative.

6. Obligations of Participants in Lessons

- 6.1 When attending a lesson, a participant is obliged to comply with instructions of Lenka Ottová and the teachers or other persons

providing services to the participant on behalf of Lenka Ottová. Furthermore, a participant is obliged to adhere to the rules of operation of Dance Perfect Studio, which are available on the website at www.danceperfect.cz and at the place of the lesson.

6.2 During attendance in the lessons organised by Lenka Ottová, a participant may not (a) interfere with organisation of the lesson; or (b) bother other participants in the lesson by his/her behaviour; and is obliged to comply with the principles of hygiene and decent behaviour.

6.3 If a participant ascertains that his/her state of health does not allow him/her to continue attending a lesson or continued attendance could endanger his/her state of health, (s)he is obliged to report this fact immediately at the reception of Dance Perfect Studio and immediately leave the given lesson.

6.4 The participants are obliged to safely lock their lockers where they leave their belongings; lockers are intended for the storage of belongings with a total value of up to CZK 20,000. Lenka Ottová assumes no responsibility for belongings left outside a locked locker. Lenka Ottová strongly recommends all visitors not to bring higher amounts of money, valuables and expensive things to the lessons. Should a participant bring things with a value exceeding CZK 20,000 to the premises of Dance Perfect Studio, the participant shall be obliged to inform Dance Perfect Studio staff accordingly and deposit such items at the reception.

7. Price and Payment Terms

7.1 The prices of the lessons are given in the pricelist of Lenka Ottová valid at the time of ordering the lesson unless some other price is agreed. The specific price of the lesson is always set out on the payment receipt sent or handed over in person to each participant.

7.2 The price for the lesson is payable before the beginning of the first lesson, unless the parties agree otherwise.

7.3 The price may be paid by the participant by wire transfer to the account of Lenka Ottová or in person (in cash or by payment card) at the venue of the lesson unless agreed otherwise in a given case, within the deadlines set out in Art. 7.2 If the price of the lesson is not paid within this deadline, Lenka Ottová is entitled to refuse to provide services to the participant until the outstanding amount is paid.

8. Liability for Damage

8.1 A participant is liable for any damage (s)he causes to Lenka Ottová or any third party in relation to his/her attendance in the lesson.

8.2 Lenka Ottová is liable to the participants for any harm to the health or property if such damage was caused by an employee or other worker of Lenka Ottová either intentionally or by gross negligence.

8.3 Lenka Ottová is not liable for any harm to the health or property caused by a participant to him/herself intentionally, by negligence, recklessness or overestimation of his/her physical shape.

8.4 Lenka Ottová is not liable for any harm to the health or property incurred by a participant as a result of non-compliance with a procedure or instructions of Lenka Ottová or her teachers under Art. 6 above.

8.5 Lenka Ottová cannot be held liable for any damage caused to things or loss of things that were left at variance with Art. 6.4 outside a locker, i.e. were deposited outside the spaces intended for this purpose or, in case of things with value exceeding CZK 20,000, at the reception of Dance Perfect Studio.

9. Withdrawal by Lenka Ottová

9.1 Lenka Ottová is entitled to immediately withdraw from the services contract in the event that circumstances independent of her will prevent it from providing services at the agreed date and time and also at a substitute date and time, if appropriate. In that case, the participant is entitled to a refund of the paid price of the lesson(s) or the price of their unused part if the withdrawal occurs after the lesson has begun. In these cases, the parties may agree on the provision of some other substitute service (e.g. a similar lesson at a different date and time and within a corresponding scope).

9.2 Furthermore, Lenka Ottová is entitled to immediately withdraw from the services contract on the grounds of gross breach of the participant's obligations following from these General Terms and Conditions (particularly those stipulated in Art. 6.2), from the rules of operation or from the executed services contract.

9.3 Lenka Ottová is entitled to expel forthwith from a lesson a participant who repeatedly or grossly breaches his/her obligations following from these General Terms and Conditions (particularly those stipulated in Art. 6.2), from the rules of operation of Dance Perfect Studio or from the executed services contract. In that case, the given participant is obliged to leave the premises where the lesson is taking place without delay.

10. Withdrawal by a Participant

10.1 A participant is entitled to withdraw from the services contract immediately in the event of gross breach of the obligations of Lenka Ottová following from these General Terms and Conditions or the executed services contract. In that case, the participant is entitled to a refund of the paid price of the lesson(s) or the price of their unused part if the withdrawal occurs after the lesson has begun.

10.2 Should a participant withdraw from the contract for reasons other than those specified in Article 10.1, the lessons not attended during the term of validity of the pass shall not be refunded or otherwise substituted.

11. Personal Data Protection

11.1 Information on processing of personal data of participants by Lenka Ottová and consent to personal data processing constitutes a separate document.

12. Final Provisions

12.1 These General Terms and Conditions are valid from June 1, 2020.

12.2 Lenka Ottová is entitled to modify these General Terms and Conditions at any time, where the new version shall be effective from the date of publication of the General Terms and Conditions on the website at www.danceperfect.cz. These General Terms and Conditions in the version effective as of the date of execution of the services contract concerning a specific lesson are applicable to all the participants. If these General Terms and Conditions are modified after the execution of the services contract, the participant shall be informed of such a change in writing at Dance Perfect Studio, and at the website www.danceperfect.cz. Should the participant disagree with the changes, (s)he may terminate the contract by written notice delivered to the attention of Lenka Ottová, at Studio DANCE PERFECT, Národní 961/25, Prague 1 - Staré Město, Postal Code 110 00 within 7 days of the effective date of the change; otherwise, the participant agrees with the changes.

- 12.3 Should any provisions of these General Terms and Conditions become invalid or ineffective, this shall in no way prejudice the validity of the other provisions or the validity and effectiveness of these General Terms and Conditions as a whole. The parties shall replace the invalid or ineffective provisions of these General Terms and Conditions with such valid or effective provisions that correspond as far as possible to the sense and objective of the invalid or ineffective provisions.
- 12.4 These General Terms and Conditions have been drawn up and are available in the Czech and English language versions. In case of any discrepancies between the language versions, the Czech version shall prevail.
- 12.5 Any and all contractual relationships arising out of these General Terms and Conditions or from the executed services contract shall be governed by the generally binding legal regulations of the Czech Republic.

In Prague, on June 1, 2020

Mgr. Lenka Ottová, signed

INFORMATION ON PERSONAL DATA PROCESSING

The person participating in the course or lesson (hereinafter the “participant”) acknowledges the processing of his/her personal data within the scope of the **name and surname, date of birth, telephone number, e-mail address, contact address** (hereinafter the “Personal Data”) by **Mgr. Lenka Ottová** with its registered office in Prague 1, Nové Město, at Zlatnická 1130/12, Postal Code 110 00, Id. No. 411 33 315, telephone: +420 221 085 260, e-mail: info@danceperfect.cz (hereinafter “Mgr. Lenka Ottová”), which shall, as the **controller**, process the provided Personal Data **for the purpose of** the performance of the rights and the obligations related to the conclusion of the services contract between the participant and Mgr. Lenka Ottová.

Mgr. Lenka Ottová processes the Personal Data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended (hereinafter the “GDPR”), either using an electronic system, or manually. The Personal Data shall be stored in electronic files where they shall be processed for the above purposes. Where a Personal Data breach is likely to result in a high risk to the rights and freedoms of natural persons, **Mgr. Lenka Ottová shall communicate the breach to the participant without undue delay.**

The provision of the Personal Data represents a **necessary prerequisite for the execution of the services contract** between the participant and Mgr. Lenka Ottová. The provision of the Personal Data is thus **mandatory** for the purposes of the performance of the rights and the obligations related to the execution of the services contract. **Without the provision of the Personal Data, Mgr. Lenka Ottová cannot provide the services** specified in the services contract. The Personal Data shall be stored for the period of one year from termination of the services contract between the participant and Mgr. Lenka Ottová.

Furthermore, the participant acknowledges that the Personal Data may be provided to the following **processors**:

- HTK Pro s.r.o., with its registered office at Prosecká 811/76a, Prosek, 190 00 Prague 9, Id. No. 25627104, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 56014;
- DANCE PLUS z. s. with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No. 016 38 823, registered in the Commercial Register maintained by the Municipal Court in Prague, Section L, File 25702;
- DANCE PERFECT, s.r.o., with its registered office in Prague 1, Staré Město, at Národní 961/25, Postal Code 110 00, Id. No. 278 70 081, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 123003

The participant acknowledges that, pursuant to Articles 12 to 22 of the GDPR, (s)he has, in particular, **the following rights**:

- to obtain a confirmation from Dance Plus Association of whether or not the Personal Data are being processed, and, if so, to request **access** to the Personal Data;
- **rectification** or supplementation of inaccurate Personal Data;
- **erasure** of the Personal Data if: (i) the Personal Data are no longer necessary for the purposes of the processing; (ii) the participant withdraws the consent to processing of the Personal Data for the given purpose, and the Personal Data may no longer be processed for such a purpose; (iii) the participant objects to the processing of the Personal Data and there are no overriding legitimate grounds for the processing; (iv) the Personal Data have been unlawfully processed; (v) the Personal Data have to be erased for compliance with a legal obligation of Mgr. Lenka Ottová; or (vi) the Personal Data have been collected in relation to the offer of information society services to a child;
- **restriction of processing**, if: (i) the accuracy of the Personal Data is contested by the participant; (ii) the processing is unlawful and the participant opposes the erasure of the Personal Data and requests the restriction of their use instead; (iii) Mgr. Lenka Ottová no longer needs the Personal Data for the purposes of the processing, but they are required by the participant for the establishment, exercise or defence of legal claims; or (iv) the participant has objected to processing of the Personal Data pending the verification whether the legitimate grounds of Mgr. Lenka Ottová override those of the participant;
- **Personal Data portability**, i.e. to obtain from Mgr. Lenka Ottová the Personal Data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller;
- **object at any time to processing** of the Personal Data concerning his or her particular situation;
- not to be subject to a decision based solely on automated processing, including profiling;
- **lodge a complaint** with the Office for Personal Data Protection if the participant believes that the processing of the Personal Data is at variance with legal regulations.

If the participant does not refuse, the participant’s contact details (i.e. the participant’s e-mail address and/or e-mail

address of his/her legal representative and the participant's telephone number and/or telephone number of his/her legal representative) may also be processed on the basis of the legitimate interest of Mgr. Lenka Ottová **for the purpose of sending commercial communications** concerning the products and services of Mgr. Lenka Ottová by electronic means pursuant to Act No. 480/2004 Coll., on certain Information Society services and amendment to certain laws (the Information Society Services Act), as amended, for a maximum period of 3 years of the execution of the last services contract between the participant and Mgr. Lenka Ottová, or until refusal to receive such commercial communications by the participant. The participant's contact details are provided voluntarily for the purposes of sending commercial communications.

CONSENT TO PERSONAL DATA PROCESSING

By virtue of attaching his/her signature and **checking the box below**, the undersigned participant **GRANTS** to Mgr. Lenka Ottová his/her **EXPRESS CONSENT to the processing of his/her Personal Data**

for the purpose of sending and creating surveys, questionnaires and other materials concerning customer satisfaction with the services provided by Mgr. Lenka Ottová for evaluation of the services of Dance Perfect Studio;

for a period of 3 years or until withdrawal of this consent.

The undersigned participant confirms that (s)he is aware of the fact that the provision of the Personal Data for the above-specified purpose is **voluntary** and **legitimate** on the grounds of the participant's consent, and that refusal to grant the consent will not affect the processing of the Personal Data for the purposes of the performance of the rights and obligations related to the conclusion of the services contract between the participant and Mgr. Lenka Ottová, and for the purpose of sending commercial communications.

The participant has right to withdraw the consent free of charge at any time in any manner using the relevant contact details of Mgr. Lenka Ottová without any penalty. Withdrawal of the consent shall not prejudice the processing of the Personal Data carried out prior to the withdrawal and the processing of the Personal Data for the purposes of performance of the rights and obligations related to the conclusion of the services contract between the participant and Mgr. Lenka Ottová, and for the purpose of sending commercial communications. In case of any doubts, please contact Mgr. Lenka Ottová or directly the Office for Personal Data Protection.

On: _____

Name: _____

Surname: _____

* Signature: _____

** Name and surname of the legal representative: _____

** Signature of the legal representative: _____

* Do not fill in if the participant is represented by a legal representative

** Applies to participants who are minor children