

# REGISTRATION FORM

for May 21 - May 25, 2008 in Cologne, Germany



Music Networkx GmbH  
Lichtstraße 45  
50825 Köln  
Tel. +49 221 - 788 787-27  
Fax +49 221 - 788 787-79  
www.musicnetworkx.de  
info@musicnetworkx.de

Last Name: -----

First Name: -----

Company: -----

Adress: -----

Postcode/Zip Code: -----

City, State: -----

Country: -----

Phone (home) -----

Phone (business) -----

E-mail 1: -----

E-mail 2: -----

I play the following instrument(s):  
-----

Since: -----

Lead singer: Yes/ No

Back-up: Yes/ No

I don't play an instrument and would like to participate as: Band Manager ( ), Stage-Hand ( ), Stage Technician ( ) or Percussionist

How did you hear about us? -----

Please transfer the deposit of EUR 2.975,- no later than 2 days after registration.

The remainder is due 4 weeks before the event!

The participation cost includes the following: 5 day/4 night stay, including breakfast, buffet and beverages during rehearsals and the concert, 4 VIP tickets to the concert for your friends, shuttle to and from the venue, after-show party, DVD, welcome gift and concert.



Signature -----

Geschäftsführer:  
Gerrit Schumann, Georg Bergheim  
Amtsgericht Köln HRB 58536

Kreissparkasse Köln  
Konto-Nr. 306238  
BLZ 370 502 99

IBAN DE44370502990000306238  
BIC COKSDE33XXX  
St.-Nr. 217/5764/VST11

# General Terms and Conditions of Business for Participation in Rock Legends Adventure

## 1. Scope of Application

The following General Terms and Conditions of Business govern the contractual relationship between you (hereinafter referred to as the "Participant") and us, Music Networkx GmbH (hereinafter referred to as the "Event Organizer") with respect to the "Rock Legends Adventure" event to be held from May 21 to May 25, 2008 (hereinafter referred to as the "Event"). Divergent general terms and conditions of business of the Participant are not applicable.

## 2. Conditions for Participants

Participants in the Rock Legends Adventure event must be of legal age. The Event Organizer expressly draws attention to the noise level common during rock music rehearsals and concerts, and the associated general risks to participants' hearing.

## 3. Registration/Booking Confirmation

The description of services listed on the Web site [www.rocklegendsadventure.com](http://www.rocklegendsadventure.com) (hereinafter referred to as the "Web Site") does not constitute a binding offer by the Event Organizer. By registering/booking via the Web Site, the Participant makes a binding offer to the Event Organizer to enter into a contract to participate in the Event. The contract with the Event Organizer is effected as soon as the Participant has received written confirmation from the Event Organizer (hereinafter referred to as the "Booking Confirmation"). The Booking Confirmation by the Event Organizer can be sent by letter, fax and/or e-mail and is valid even without a signature.

## 4. RIGHT OF REVOCATION

**The Participant has the right to revoke the registration in writing without stating cause within 14 days after receipt of the Booking Confirmation. No revocation fee will be charged. The revocation is deemed submitted on time if it is sent to the following addresses by the date listed:**

- \* **info@rocklegendsadventure.net in the event of revocation by e-mail**
- \* **+49 221 787 788 79 in the event of revocation by fax**
- \* **Music Networkx GmbH**  
**Lichtstr. 45**  
**50825 Köln**  
**Deutschland, in the event of revocation by letter**

## 5. Participation Fee and Services

5.1 The fee for participation in Rock Legends Adventure is €5,950 per person and event, including the statutory rate of VAT. The scope of services under the contract is solely derived from the Event Organizer's service and event description on the Web Site [www.rocklegendsadventure.com](http://www.rocklegendsadventure.com).

5.2 The Event Organizer reserves the right to replace artists announced as part of the Rock Legends Band with other artists and to make necessary changes to the Event program while preserving the overall character of the Event.

5.3 If holding the Event is not possible, is made substantially more difficult, is endangered or is adversely affected due to force majeure or another reason that is not the responsibility of the Event Organizer (e.g., due to illness of one or more artists in the Rock Legends Band), the Event Organizer is entitled to cancel the event and to withdraw from the contract with the Participant. The same applies if at least 15 participants have not submitted binding bookings for the Event by May 1, 2008. In the event of withdrawal from the contract by the Event Organizer for the aforementioned reasons, any installments of the participation fee paid will be refunded. Participants do not have the right to claim a refund of travel costs or reimbursement for missing work in these cases, unless such costs were incurred due to the grossly negligent actions of the Event Organizer. In the event of possible defects of performance, the Event Organizer agrees to make every reasonable effort to correct or minimize the problem.

## 6. Payment and Due Date, Delayed Payment, Set-off

Fifty percent (50%) of the participation fee ("First Installment") is due two (2) days after receipt of the Booking Confirmation, and the remaining amount ("Second Installment") is due four (4) weeks before the Event, each by bank transfer to the account listed in the Booking Confirmation. Payment by mailing cash or checks is not permitted; in the event of loss, the Event Organizer assumes no liability. If the Participant does not pay the First or Second Installment on time, the Event Organizer –

notwithstanding its other contractual rights and claims - is entitled to withdraw from this contract and to exclude the Participant from the Event. In this case, any installments already paid will be refunded according to section 7.5 by the Event Organizer after deduction of a processing fee of €500.

## **7. Withdrawal and Alternates**

7.1 The Participant can withdraw from this contract at any time before the start of the Event. The applicable date is the date of receipt of the withdrawal notice by the Event Organizer (address: Music Network GmbH, Lichtstr. 45, 50825 Cologne, Germany). It is recommended that the withdrawal be submitted in writing or by e-mail.

7.2 If the Participant withdraws or cannot participate in the trip for reasons that are not the responsibility of the Event Organizer, the Event Organizer shall lose its claim to the participation fee. Instead, the Event Organizer can request suitable compensation for event preparations made and the Event Organizer's expenses (withdrawal fees). In calculating this compensation, expenses saved and any possible other use of the contractual services will generally be taken into account.

7.3 Withdrawal fees must also be paid if a Participant does not arrive on time at the relevant departure airport or departure location, or if the Participant cannot make the trip due to a lack of travel documents, such as a passport or required visa, that is not the responsibility of the Event Organizer.

7.4 The withdrawal fees are determined according to the scale listed in 7.5 below. However, the Participant shall be at liberty to provide evidence that the Event Organizer suffered a substantially smaller loss or none at all.

7.5 As a rule, the compensation for withdrawal is calculated as follows based on the receipt of the withdrawal notice by the Event Organizer:

- 40% up to the 90th day before departure for the trip,
- 70% from 89 to 30 days before the start of the Event,
- 100% from the 29th day before the start of the Event or if the Participant does not arrive on the day of the Event.

### **7.6 Alternate**

Up to the start of the Event, the Participant can request that a third party enter into his or her rights and obligations arising from this contract. The Event Organizer must be notified of this. The Event Organizer can decline the change in participants if the alternate does not meet the special conditions for participation or if the alternate's participation is contrary to statutory regulations or orders issued by government authorities. If a third party enters into the contract, that party and the Participant shall be jointly and severally liable to the Event Organizer for the participation fee.

## **8. Consent to Recording and Copyright**

8.1 By participating in the Event, the Participant agrees to be filmed and photographed as part of the Event, particularly during the rehearsals and at the final concert, and to the audio-visual recordings of him or her being used to produce a DVD that each participant will receive to commemorate their participation. If the Participant does not agree, then he or she must notify the Event Organizer of this in writing before the start of the Event.

8.2 The DVDs referred to in 8.1 are protected by copyright. Any use beyond private use (e.g., public playback, e.g., presentation, broadcast, provision of public access via the Internet, public playback, duplication, or distribution) requires the express permission of the Event Organizer and each of the other Participants and other persons recorded and/or depicted on the DVD. The same is true for the lyrics, sheet music, and CDs made available to the Participant by the Event Organizer for the purpose of preparation for the Event.

## **9. No Liability for Instruments or Other Property**

The Event Organizer assumes no liability for the loss of, theft of, and/or damage to property brought to the Event by the Participant, in particular instruments and valuables, unless the Event Organizer is responsible for the loss, theft, and/or damage.

## **10. Applicable Law, Place of Jurisdiction, and Place of Performance**

This agreement is governed by German law. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Insofar as this is permissible by law, the place of performance and jurisdiction is agreed to be Cologne, Germany.

## **11. Data Protection**

The Event Organizer shall protect the personal data of the participants. The Event Organizer shall handle the data provided by the Participant as confidential and only use this data in compliance with the provisions of data protection law. Personal data is defined as all data that is stored in conjunction with the name of the Participant. The personal data provided by the Participant (first name, last name, delivery and billing address, e-mail address, bank account data will be stored by the Event Organizer in a customer file and, for the purpose of providing the agreed services and billing, will be processed, used, and, if necessary, forwarded to service providers commissioned for this purpose. Unless the Participant indicates otherwise, the Event Organizer will inform the Participant about the Event Organizer's products and events in the future, and also contact the Participant by fax, e-mail, or phone. Participants can opt out at any time. Changes can be reported to the Event Organizer's customer service team at phone no.: +49 (0) 221 788 787 27. The Event Organizer shall ensure the security of the data.