



## evolve festival - Terms & Conditions

### 1. Introduction:

Welcome to evolve yoga & personal growth festival (hereinafter referred to as "evolve festival"). These Terms and Conditions govern your participation in and attendance at the evolve festival. By purchasing tickets or attending the festival, you agree to comply with these Terms and Conditions.

### 2. Organiser Information:

evolve festival is organized by: Inh. Theresa Kellaway, Lohmühlenstr. 65, 12435 Berlin, Germany.

### 3. Ticket Purchase:

All ticket sales are final. No refunds or exchanges will be provided, except as required by law. The ticket holder must be at least 18 years of age or accompanied by a responsible adult guardian. Tickets are non-transferable unless explicitly permitted by the organisers.

### 4. Festival Access:

Admission to evolve festival is subject to compliance with these Terms and Conditions and applicable laws.

The organisers reserve the right to refuse entry or remove any individual from the festival premises for reasons including, but not limited to, disruptive behavior, intoxication, or failure to comply with festival rules.

### 5. Code of Conduct:

All attendees are expected to conduct themselves in a respectful and considerate manner towards others. Harassment or discrimination of any kind will not be tolerated and may result in immediate expulsion from the festival without refund.

### 6. Photography and Media:

By attending evolve festival, you consent to being photographed, filmed, or recorded for promotional purposes. The organisers reserve the right to use images, videos, or recordings featuring attendees for marketing and promotional materials.



## **7. Programme and Services:**

All speakers and artists provide their services themselves. The scope, form, subject matter and aim of the services are described in the programme booklet or on the homepage and are known to the participant.

Programme changes may occur at festivals. In the event of the cancellation of individual teachers, artists or groups of artists, the organiser shall endeavour to find appropriate replacements; the visitor shall have no claims due to the cancellation of individual teachers, artists or groups of artists.

The organiser reserves the right to make changes to the programme content and the instructors/artists due to force majeure, illness, accident or other circumstances for which the instructor/course leader is not responsible.

In such a case, participants will be notified via our website, unless the cancellation is at such short notice that prior notification is no longer possible.

A change in the programme has no effect on the applicable cancellation regulations.

## **8. Environmental Responsibility:**

Please respect the festival grounds and dispose of waste responsibly. The organisers encourage sustainable practices and appreciate your cooperation in keeping the festival environmentally friendly.

## **9. Accommodation and Travel:**

The participant is responsible for hotel reservations and their handling as well as the organisation of the journey. The organiser offers the participant the option of overnight accommodation at an excellent camping site for free or motorhome pitch at the festival site for an overnight fee.

## **10. Cancellation of the Event:**

evolve festival reserves the right to cancel any planned events.

In the event of cancellation of the event, participants will be informed of the cancellation at least one week before the start of the event and will receive a refund of any invoice amounts already paid. The assertion of any further damages by the participant is excluded.

If the festival has to be cancelled for reasons of force majeure (an external event that



has no operational connection and cannot be averted even with the utmost reasonable care, e.g. war, natural disasters, epidemics), the organiser shall not be obliged to refund any payments already made. The ticket amount already paid will be credited to the ticket purchaser for the festival in the following year.

#### **11. Liability, Health and Safety:**

Attendees participate in festival activities at their own risk. The organisers are not liable for any injury, loss, or damage to personal property sustained during the festival. Attendees are responsible for their own health and well-being. If you have any pre-existing medical conditions or concerns, please consult a healthcare professional before participating in festival activities.

evolve is only liable for material or immaterial damage caused by participation in an evolve event in the event of intent and gross negligence as well as in the event of a breach of a material contractual obligation (cardinal obligation).

evolve is liable for damages that are based on a slightly negligent breach of cardinal obligations by it or one of its legal representatives or vicarious agents, limited to compensation for damages foreseeable at the time of conclusion of the contract and typical for the contract.

evolve is not liable for slightly negligent breaches of secondary obligations that are not cardinal obligations. Liability for damages that fall within the scope of protection of a guarantee or assurance given as well as liability for claims based on the Product Liability Act and damages resulting from injury to life, limb or health remain unaffected by this.

This limitation of liability is to be regarded as part of the website from which reference was made to this page. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain uninfluenced by this fact.

#### **12. Contact Information:**

For inquiries or assistance regarding evolve festival, please contact: evolve festival - Inh. Theresa Kellaway, Lohmühlenstr. 65, 12435 Berlin.

Email: [info@evolve-festival.com](mailto:info@evolve-festival.com)

#### **13. Written Form, Salvatory Clauses, Place of Jurisdiction and Applicable Law:**

All legal relationships arising from this contractual relationship are subject to the law



of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The place of fulfilment and place of jurisdiction for all obligations and disputes arising from this contractual relationship is Berlin, provided that the client is an entrepreneur or equivalent or has its registered office or branch abroad.

There are no verbal collateral agreements to this contractual relationship. All amendments and additions to a contract must be made in writing to be effective. The cancellation of this written form requirement must also be in writing to be effective.

Should any provision of the contract be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of this contract. The contracting parties shall replace the invalid or unenforceable provision with a provision that comes as close as possible to the meaning and purpose of the invalid or unenforceable provision in a legally effective manner. The same applies in the event that the contract contains a loophole.

#### **14. Duty to Provide Information:**

The European Commission provides a platform for online dispute resolution (ODR). You can find the platform at <http://ec.europa.eu/consumers/odr/>. Our email address: [info@evolve-festival.com](mailto:info@evolve-festival.com)

#### **15. Dispute Resolution Procedure:**

We do not participate in dispute resolution proceedings before a consumer arbitration board. However, the law on alternative dispute resolution in consumer matters requires that we nevertheless refer you to a consumer arbitration centre responsible for you:

Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V.  
Strassburger Str. 8  
77694 Kehl  
Internet: <http://www.verbraucher-schlichter.de>

#### **16. Agreement:**

By purchasing tickets or attending any events of the evolve festival, you acknowledge that you have read, understood, and agree to comply with these Terms and Conditions.

**Last Updated:** 01.02.2024