# **ORDERING OF SEMINAR RECORDINGS**

Hereby I would like to order the recordings of the seminar "The true will" from 2018.

Last Name	First Name
Street	Number
ZIP Code	City
Country	Email
English in successive translations it includs MP4 videos to watch, as w	units, meditations and discussions of the workshop in German and s. Divided into 33 parts with a total playing time of more than 18 hoursell as MP3 audio, ideal for listening on the go. This is not a video ing was pictured afterwards to provide more joy while listening.
-	teaching units were accompanied by beautiful pictures of the y overviews, diagrams and drawings for a better overview of the able for the workshop itself.
O I pay the fee of 385,- Euro	for the complete recording*.
	it is possible that an email does not arrive. If you have not received an answer to your order after 7 days, order has probably not arrived. Please check your spam folder before!
☐ I have read, understo	od and agree with the terms and conditions on the following
pages, as well as the data protec	
Date and Signature	

Please print the 1st page of the form unchanged, fill it in, sign it by hand and send it by email as a scan or photo or as a letter, addresses see below. No digital signature.

Please send  $\,$  as a handwritten signed scan by email to: organisation 2012 @ qabbalah.de

Or send via post to: Zentrum der Qabbalah e.V. , Postfach 21 91 31, D-33697 Bielefeld, Germany Bank Account: Salomo Baal-Shem, Kto. 024329500, BLZ 54070024, Deutsche Bank

IBAN DE95540700240024329500, BIC/SWIFT Code DEUTDEDB540

# General Terms and Conditions of Seminars and Recordings from Salomo Baal-Shem

# Application, Confirmation of application, Invoice, Reservation of participation

To register for a seminar, we ask to use the application form of the seminar description. Please send the completed application form

as a picture or scan by email to **organisation2012@qabbalah.de** or by post to

Zentrum der Qabbalah e.V. Postfach 21 91 31 33697 Bielefeld Germany

You will receive a confirmation of application and an invoice over the seminar fee via email or by post.

If you have received the confirmation, the place is reserved for you at the seminar. Please pay the deposit within the period stated on the registration form. Please note that early booking has different payment deadlines on the invoice. If the early booking payment deadline has expired, the normal seminar fee will be charged. If you do not pay the deposit within the specified period, the reservation will expire.

Unfortunately it is possible that a letter or an email does not come in. If you got no reply to your application after 14 days please try again, because the application will probably not have arrived in our office. Without registration confirmation no reservation is made. Applications and deposits are not transferable to another person.

#### Payment, Payment Deadlines, Payment Options

Please transfer money to the following banc account. Please make sure that transferring fees are covered.

Salomo Baal-Shem

IBAN DE95540700240024329500

BIC/SWIFT-Code DEUTDEDB540

Please use the reference given at the application form when transferring money. In case that the participant is not the same person as the account holder, please give name of the participant too.

The sum total has to be paid until the payment deadline written at the application form. In case that the payment is not done until this deadline, the reservation and the deposit will decay. Benefits like early booking prices or special rates for members can only be granted, if the conditions for the given benefits are adhered. In case that conditions for a benefit are not adhered, the regular seminar fee has to be paid.

## Cancellation by the organizer

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The organizer has the right to cancel a seminar if the required minimum number of 12 participants has not been reached. In this case, the registered participants will be informed no later than 4 weeks before the event. In case of circumstances which make it impossible to carry out the seminar (eg short-term disease of the seminar teacher), the organizer is entitled to cancel the seminar shortly. This also applies to circumstances that are not in the responsibilty of the organizers. We would like to point out that we will endeavor in such cases to find solutions that are satisfying to all parties involved (eg alternative date). Participants are not required to take advantage of an alternative solution. Any fees already paid will be fully refunded within 30 days. Further claims are not dued to the participant.

# Cancellation of a single date of a seminar series:

The above-described authorization of the organizer to cancel a seminar also applies to a single date of a seminar series consisting of several appointments. In these cases as well, we will endeavor to find solutions that are satisfactory for all concerned (for example, alternative date). The participants are not obliged to use an alternative solution. If a participant does not use an alternative solution, he is entitled to the repayment of the part of the seminar fee, based on the failed or postponed part. The calculation of the part of the seminar fee is based on the proportion of the seminar days of the single date, related to all seminar days of a seminar series.

The participant is only entitled to repayment of the part of the seminar fee or to the offered alternative solution, but not to repayment of the entire series, larger shares than the proportionally corresponding canceled seminar part. Should a repetition of the organizer's canceled individual appointment be offered, the only option is to repeat this part at the next possible date. There is no claim to the repetition of the entire series or other individual dates of the series.

Already paid fees will be fully refunded within 30 days. Further claims are not available to the participant.

## Cancellation or modification of a seminar section:

The seminar leader can arrange the course of the seminar according to the needs, the development progress, as well as the general and specific situation of the majority of the participants and deviate from the pre-announced procedure. He has the right to delegate parts of the seminar to other seminar leaders or assistants. This applies in particular if unforeseen circumstances occur which would lead to the failure of the section without changing a seminar section. (For example, short-term illness of the seminar leader) Should unforeseen circumstances arise which were not caused by force majeure, but which make it necessary to cancel a seminar part and there is no solution to continue the seminar, the participants are entitled to proportional repayments according to the lost time share. Further claims are not available to the participants. A seminar will only be considered completely canceled if more than 50% of the seminar time has been canceled.

If a participant should behave during a seminar in a way that the standard rules of etiquette are violated (eg, alcohol and drug abuse, insulting or slandering others, rioting or other undesirable or criminal acts ) and his participation is unreasonable for the organizers, other participants or the accommodation, the organizer is entitled to cancel further participation in the seminar. This also applies in the event of a participant's physical or mental health

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problems that make it impossible to participate in the seminar . In such cases, no refund of course fees is possible. There is no recourse for exceeding costs.

The organizer reserves the right to reject or cancel registrations of participants who have caused such problems. In this case, the organizer will cancel participation at least 14 days prior to the seminar. Any fees already paid will be fully refunded within 30 days. Further claims are not dued to the participant.

# **Cancellation by the participant**

The cancellation of a seminar must be in writing. In the event of cancellation by email to unsubscribe is only valid if reconfirmed by a cancelation confirmation of the organizer. A read receipt of the email is not enough.

If is on the registration form another withdrawal period than the standard of eight weeks mentioned here, these different cancellation period applies instead of the eight weeks, but only to the seminar associated to that registration. (This can happen especially at short-dated events.)

Cancellation up to 8 weeks before the seminar:

The deposit will be forfeited. Beyond the deposit already paid fees will be refunded. Refunds will be payed back within 30 days. Please give information about your bank connection with your cancellation for that case.

Cancellation within 8 weeks prior to the seminar:

The deposit will be forfeited. Beyond the deposit already paid fees can only be refunded, if the reserved place can be occupied by another person who signs up for the same seminar and participates. Benefits can not be transferred to another person. If no participation is made possible by a substitute, the participant has to pay the full fee. This also applies for late cancellation due to illness or termination of participation during the seminar.

A participant who was excluded as described above on the basis of gross violation of the customary rules of behavior or due to offenses of a seminar can not be accepted as a substitute for the resignation of a subscriber.

Refunds will be payed back within 30 days. Please give information about your bank connection with your cancellation for that case.

Cancellation when booking special rates without cancellation:

If the booked option was a special price without cancellation possibility, the full seminar price is to be paid and no refund of a fee already paid is possible.

Cancellation of an individual appointment of a seminar series consisting of several appointments:

An individual appointment is considered to have been canceled in good time if the cancellation was made 8 weeks before the start of the respective appointment. In the case of a withdrawal period stated otherwise on the registration form, the specified period applies to the individual date.

Repetition of a seminar canceled by the participant or a single date of a seminar series:

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In individual cases the participant can be offered a repetition at a later repeating of the seminar or the seminar series. This is a goodwill arrangement for seminars canceled in good time or individual appointments. There is no legal right for repetition.

Should the organizers have reservations as to whether a participant fits in the group of a new series of seminars, a repetition in such cases (even without giving a reason) can be denied, since a positive coherent group atmosphere is an important aspect of our seminars. This is especially the case when claims, threats or the mention of legal action towards seminar leaders, other participants or staff of the seminar location are pronounced, or the participants generally violate the usual decency and behavioral rules.

We recommend taking out a seminar cancellation insurance to cover cancellation reasons that are not foreseeable at the time of booking. Check out the details at the big insurance companies or with Internet search engines using terms like "seminar insurance", "travel insurance for seminars," or "insurance seminar." Some fares reimburse only cancellation fee for the seminar, but also costs for travel and accommodation.

Cost of food and accommodation in case of cancellation of the participant: In case of cancellation a seminar that is an event , which has food and accommodation costs included in the price of the seminar, these costs of food and accommodation can only be refunded if the organizer has no costs incurred by the resignation of the participant.

## **Force Majeure**

No claims can be made against the organizer in the event of cancellation or interruption of a seminar due to force majeure. There is no claim for reimbursement of the seminar fee and no claim for compensation of further costs regarding the seminar, such as travel, accommodation and other costs.

#### Cancellation

# Withdrawal

You have the right to cancel a contract within fourteen days without giving any reason. The revocation period is fourteen days from the date of the conclusion of the contract or the receipt of goods. To exercise your right of withdrawal, you must notify us by means of a clear statement (such as a letter sent by post or an email) of your decision to withdraw from this contract.

Please use the following withdrawal form to declare your cancellation:

Please send as a handwritten signed scan by email to: organisation2012@qabbalah.de

Or send via post to: Zentrum der Qabbalah e.V. , Postfach 21 91 31, D-33697 Bielefeld, Germany Bank Account: Salomo Baal-Shem, Kto. 024329500, BLZ 54070024, Deutsche Bank

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- Begin of the withdrawal form -

# Withdrawal form

# Please fill out the form and send it by letter or scanned by email to the following address:

Zentrum der Qabbalah e.V. Postfach 21 91 31 33697 Bielefeld Germany

or via Email to organisation2012@qabbalah.de

Sender:	Address	Email	
Name, First Name			
I hereby revoke my contract for the booking of the following seminar / article:			
I had booked the	I received the registration confirmation on:		
seminar / article on:			
Date:	Signature		

- End of the withdrawal form -

In order to maintain the cancellation period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

## **Consequences of the cancellation**

If you withdraw from this Agreement, we have selected all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the most favorable standard delivery we offer have to repay immediately and at the latest within fourteen days from the date on which the notification of your revocation of this contract has reached us. For this repayment, we will use the same form of payment that you used in the original transaction, unless otherwise agreed with you. In no case will you be charged for this repayment fees.

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In the case of goods delivered, we may refuse to repay you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier. You must immediately and in any event not later than fourteen days from the date on which you inform us of the cancellation of this contract send or give back goods to:

Zentrum der Qabbalah e.V. Postfach 21 91 31 33697 Bielefeld Germany

The deadline is met if you send the goods before the deadline of fourteen days. You bear the immediate costs of returning the goods. You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods. In the case of a return from non-EU countries, please contact us before sending in order to arrange any necessary customs documents for the return shipment.

You can only revoke the purchase of CDs, DVDs, USB-sticks or other storage devices if the seal on the CDs, DVDs, USB-sticks or other storage devices has not been damaged.

Expiry of the right of withdrawal for digital goods

Digital goods such as e-books, videos or audiobooks that are not delivered on a physical disk, but e.g. are delivered via email or download via e-mail, are excluded from the right of revocation due to the immediate completion of the contract.

- End of Cancellation -

#### Liability of the organizer

The liability of the organizer for damages to or loss of property of the participant or in case of injury or psychological or other effects or consequences does not exist.

## Teaching materials and other resources

The provision of teaching materials, access to online tools, or the use of other resources associated with a seminar, seminar module, or seminar section, or developed specifically for the attending participants, is contingent upon participation. By not attending a seminar, seminar module, or portion of a series of seminars or other forms of event, all claims to the provision of teaching materials or access to online tools or other resources associated with this seminar or module or section, elapsed. There is no legal right to these resources, which were developed specifically for attending participants. Registration and payment of the seminar fee entitles you to attend the seminar. Participation in the seminar entitles to the handing over and use of the resources, the

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payment of the seminar fee alone does not entitle to the handing over and use of the resources.

#### **Exams and certificates**

If an event contains exams or certificates that certify successful participation in the seminar, then the organizers alone decide whether a participant passed the exam or successfully participated. If certificates are a confirmation of participation, the organizers decide in case of doubt in case of an incomplete participation of a participant, whether the certificate can be awarded or not.

If a participant has not participated in all parts of a series of seminars because the organizer has canceled one or more individual dates and the participant has not accepted alternative dates, there is no entitlement to examinations or certificates that depend on the entire participation in a series of seminars.

If a participant does not pass the exam or does not receive a certificate, there is no right to reimbursement of the seminar fees. The legal process is excluded.

#### **Data Protection**

By concluding a contract with the organizer you agree to have read, understood and agree to the privacy policy of the organizer.

You will find the data protection information regarding a seminar booking in the appendix of the registration form as well as a link next to the link to the registration form.

#### **Media Recordings**

Seminars or webinars may be recorded by the organizer or by persons commissioned by the organizer for the purpose of creating marketing material or products which seminar participants and other persons may acquire subsequently.

Other media recordings of the seminars (for example, photos, audio recordings or video recordings) by persons other than from the organizer authorized or the organizers themselves are not permitted.

The recordings are the exclusive property of the organizer, who also owns the exclusive copyright. The fee for the admission is a rental fee for a permanent item of loan for an indefinite period. The property rights do not pass to the user of the item of loan. A transfer to other persons, a rental or a sale are not permitted. The rental fee is for personal use only. Public presentations are not allowed. No part of the seminar recording may be reproduced in any form or by any means, electronically or mechanically reproduced or stored in a digital system. The participant does not derive any further rights, rights or claims to or from these recordings. The recordings may be edited, archived and used by the organizer for advertising material and commercial purposes. This includes audio

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products, CDs, DVDs, videos, the Internet, wireless media, live streams, as well as print and lectures.

Video recordings during a seminar are solely for the edition of the recording material, for example by filming a presentation and are not intended to film people. Recordings of participants who are walking through the recording of a camera that is not directed on participants, are archived with the video recording, but not used for the purposes mentioned above.

The organizer handles media recordings always respectfully and responsibly. Participants who do not want to be perceived in an active way on a recording always have the opportunity to simply listen to the seminar without having to speak during the recording.

Should it have become more personal to a participant than initially thought, he can speak to the organizer who may sometimes edit or remove a part. A short mention during the recording would be optimal. If this message has not already been spoken in the current recording, we ask for a written notification. The prerequisite for cutting out or editing individual content is that the participant notifies us of this no later than a maximum of 5 days after the recording and that the change of the recording would not lead to the destruction of the recorded seminar topic and that it was not a live broadcast.

When a participant voluntarily decides to participate in an individual role taken out of the crowd, e.g. by participating in a demonstration or role-playing game, a separate contract may be set up for the use of this recording.

## Copyright

By booking a seminar / event, the participant acknowledges the following facts: All teaching materials are protected as a whole as well as in parts under copyright and may only be used for personal use. Any use outside the limits of copyright law without the express written consent of the author inadmissible and punishable. This applies in particular to reproductions, translations, microfilming and the storage and processing in electronic systems. All rights reserved. If contents of these teaching materials are stored in an electronic form permitted by the author, then further duplication in electronic form without the express written consent of the author is inadmissible and punishable. (Own video or audio recordings are not permitted.) Legally purchased educational materials may be copied by the owner for personal use in small numbers (maximum 5 copies) to other devices or media. All teaching materials, such as Seminar documents are provided as a perpetual loan for private use. A transfer to third persons is not permitted. The property rights remain with the organizers. A violation of the copyright law and the provisions set out above will be prosecuted.

# Jurisdiction

Jurisdiction is Kaiserslautern

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#### **Contract language**

Contract language is English and German.

Effective date: June 1st 2020

With the appearance of the present version, all previous editions lose their validity. For already booked seminars, the valid version at the time of booking applies.

# **Data Protection Information for Seminar Bookings (Art. 13 / 14 GDPR)**

### **Person Responsible**

The person responsible in the sense of the General Data Protection Regulation, other data protection laws in the member states of the European Union and other provisions with data protection character is:

#### Salomo Baal-Shem

Address:

Zentrum der Qabbalah e.V. Postfach 21 91 31 33697 Bielefeld Germany

**Email:** 

Organisation2012@qabbalah.de

#### **Pupose and Legal Basis**

The data to be collected will be used and processed for the purposes of seminar booking, organization, execution and recording. (Article 6 (1b) GDPR)

Processing based on your **consent** (Art. 6 Para. 1a GDPR)

We process your data based on your consent, e.g.

• If you agree to receive seminar information by email using the newsletter service Mailerlite

Insofar as we have obtained your consent to the processing of personal data for specific purposes, processing on this basis is legitimate. A given consent can be revoked at any time. The revocation of the consent is for the future and does not affect the legality of the data processed until the revocation.

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# Processing based on **legitimate interest** (Art. 6 Para. 1f GDPR)

We process your data in ways that protect our legitimate interests. This includes the use of your personal data to also

- Execute the seminar you have booked and organize your participation
- Edit the recordings of the seminar to create a product which participants and nonparticipants can acquire in the future
- Create marketing material
- Use your data in anonymous form for analysis puposes

If we wish to process your personal data for a purpose not previously mentioned, we will inform you in advance within the legal regulation.

#### Processing based on **legal requirements** (Art. 6 Para. 1c GDPR)

As a seminar organizer, we have to comply with various legal obligations and retention periods (for example, because of tax laws), which makes it necessary to process your data in order to comply with the law.

# Type of data and data categories

When you book a seminar or place an order, i.a. the following information will be collected:

- Data that identifies you as a seminar participant / customer:
  - Name and Address
  - o Date of Birth
  - Contact data
  - o Ev. further data on billing
- Media data that you leave on the seminar recording with voluntary, active participation in the seminar.
- Information that you entrust to us in connection with the seminar topic or for the purpose of conducting the seminar.

Depending on the topic of the seminar, special categories of personal data may be processed in accordance with Art. 9 GDPR.

We only process data that is necessary and useful for the organization, execution and recording of the seminar. If required data is not provided to us, participation in the seminar may not be possible.

# **Data Transfer to Third Parties**

As far as this is necessary for the seminar-application, -organization, -execution and -recording, your personal data may be passed on to third parties. This includes in particular

- The transfer of your name and country of residence to a seminar hotel
- The transfer of media data of a seminar for editing
- Passing your data to an electronic payment system such as PayPal, if you have chosen to pay via such a payment system.

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• The distribution of your email and first name to Mailerlite and Zero Bounce, if you have agreed to receive the seminar information by email, see below.

The transferred data may only be used by the third parties for the stated purposes. Should a transfer of your data to third parties for a previously unmentioned purpose be required, we will inform you in advance within the legal regulation.

If you agree in the course of a seminar booking to receive the seminar organization by email and with the help of the service of Mailerlite, your email address and possibly your name will be used to send you the organizational emails. If you have not registered separately for the newsletter, you will only receive emails regarding the booked seminar / seminar series and only for a short amount of time, maximately 12 months after the end of the seminar / seminar series. Similarly to the newsletter the receipt of such seminar organization emails can be terminated at any time by the "unsubscribe" link below in the email. There are no claims for damages, if termination of the seminar organization emails lead to disadvantages due to lack of seminar information. If you do not agree with the seminar organization via email with the help of the service of Mailerlite, due to the extra work a fee of 15,- Euro per seminar may be charged.

We use Zero Bounce services for email validation. Provider is Hertza, L.L.C., a Nevada limited liability company, at 10 E. Yanonali St., Santa Barbara, California 93101, USA. Zero Bounce is a service that verifies e-mail addresses, e.g. on your accuracy and up-to-dateness. Zero Bounce will contact your email server or provider to verify that the given address exists and can be delivered. The data you provide will be sent to Zero Bounce for verification purposes only and will be automatically deleted after 7 days. Email addresses that you provide on our websites or for other services offered by us will only be transmitted to Zero Bounce servers located in Europe.

Zero Bounce is certified under the "EU-US Privacy Shield". The Privacy Shield is an agreement between the European Union (EU) and the US to ensure compliance with European privacy standards in the United States.

We have a so-called "Zero Bounce Data Processing Agreement" in which we commit Zero Bounce to protect our users' data and not share it with third parties. This contract can be viewed at the following link:

https://www.zerobounce.net/assets/zb data processing agreement.pdf

# **Storage and Deletion**

The personal data collected for seminar organization and -execution will be stored until the expiry of tax-related retention and documentation periods and then deleted unless a statutory obligation exists to save the data or has arisen. The seminar recording is stored as long as the seminar recording is used or prepared or prepared for a new edition.

# **Rights of affected People**

You have the right

- In accordance with Art. 15 GDPR, to request information about your personal data processed by us. You can get information about
  - The Processing purposes
  - o The categories of personal data
  - o The categories of third parties to whom your data have been shared
  - The planned storage duration

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- In accordance with Art. 16 GDPR, request the rectification of incorrect or completion of personal data stored by us immediately.
- In accordance with Art. 17 GDPR, to request the deletion of your personal data stored by us, unless the processing for the exercise of the right to freedom of expression and information, for fulfillment of a legal obligation, for reasons of public interest or for the assertion, exercise or defense of Legal claims is required.
- In accordance with Art. 18 GDPR to demand the restriction of the processing of your personal data, as far as the accuracy of the data is disputed by you, the processing is unlegitimate, but the data deletion is rejected by you and we no longer need the data, but you need them for raising, exercising or defense of legal claims or you have objected to processing the data according to Art. 21 GDPR.
- In accordance with Art. 77 GDPR, to complain to a supervisory authority. As a rule, you can contact the supervisory authority of your usual place of residence or work place.
- For consent pursuant to Art. 7 para. 3 GDPR to revoke your consent once given to us at any time. As a result, we are not allowed to continue the data processing based on this consent for the future. If you would like to exercise your right of objection, please send an email to Organisation2012@qabbalah.de.

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