

# Life junkie fitness

## Terms and conditions

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nicadance® GmbH will be mentioned as Life Junkie Fitness (LJF®) and the noun „event“ stands for **education, ongoing education, events, workouts and workshops.**

## 1. Initial education/ongoing education

Upon registration the participant receives a written registration confirmation which results in a binding contract for both parties. Payment is due immediately upon registration. The participant agrees to the present general terms and conditions as well as to eventual specific conditions with the act of registering. Payment in instalments might be possible after arrangement with LJF®. Additional instalment fees apply.

### 1.1 Online - Dafunc

The Dafunc education is only performed through an online education.

- ♥ After successful completion of all modules and lessons and respective tests of the online training the participant needs to submit an entire Dafunc class taught by him/her.

Once the Master trainer approved the video with a „**ready to teach**“, the participant has the free choice, within **5 days** following the result, to become a myTRIBE member and therefore officially teach Dafunc. Only myTRIBE members have the right to teach, as we would like to guarantee it is 100% Dafunc when the label says Dafunc.

- ♥ Upon the purchase of the myTRIBE membership the participant gets immediate access to the full Dafunc membership site and its content (please refer to myTRIBE section for more details) and is an official Dafunc instructor.

For quality reasons and control only active myTRIBE members have the right to teach the official myTRIBE content. With the teaching tools, tips, updates, music suggestions and new grow and dance elements we want to guarantee high quality after the initial education. Once the **5 day deadline** is passed or the participants did not achieve the “ready to teach” the Dafunc initial education needs to be repeated if the participant still wants to teach Dafunc.

The repetition of the initial education within 3 months is free of charge. Passed this deadline the full training fees are due again.

## 1.2. Dances Onl ine/Live

Latest one month before the live education days the online education part starts with a self-study part. The self-study consists of comprehensive video material, a detailed manual and practical as well as theoretical lessons. After the live education days, learning phase 2 (max. 12 weeks) starts and is concluded by sending in the examination video. The video shows the candidate teaching a Dances class from A to Z. Is the first attempt insufficient to obtain the certification a second video can be sent within 4 weeks for additional charges of € 100.

### Included in the price:

- ♥ Online education with 12 lessons
- ♥ Detailed course manual
- ♥ Personalised feedback and coaching from the Master trainer during the live education days
- ♥ Detailed analysis of the first examination video (an additional charge of € 100 are due if a second video needs to be sent in)
- ♥ Access right to the myTRIBE Dances membership area after successful completion of the examination video (**Membership fee not included in the education price**) with handouts, track lists, video education, motivational videos, marketing material, closed Facebook group etc.

The repetition of the Dances education within 3 months is free of charge. Within the first year the repetition of the Dances education costs € 250. After this deadline the entire education fees are due.

## 1.3. cancel lation pol icy

Upon the purchase of an online Dafunc or Dances (online/live education) and the completed registration the right for refund expires.

Should the participant not be able to complete the education within 3 months (Dafunc) or 6 months (Dances) an extension of the deadline can be asked for, latest 2 weeks before the end of the initial deadline. Administrative charges of € 100 apply immediately and there is no guaranty the extension is given.

The Dafunc assessment video must be sent latest on the last day of the 3 months period. The Dances assessment video must be sent latest 3 months after the last live education day.

## 1.4. discl aimer

All topics related to insurance are the responsibility of the participant. The participant has the independent and sole responsibility to know and respect his/her physical limitations. The event participation or the workout is the participants own risk and liability. LJF® expressly rejects any liability for any damages, accidents, injuries and/or illnesses of the participant as well as LJF® helpers or LJF® partner organisations. LJF® expressly rejects any liability for loss of valuables of the participant within the premises of the event

location. Participants are liable for any caused damages to the premises and must be totally responsible for the adequate/corresponding repair and/or replacement costs.

## 2. myTRIBE

myTRIBE is the virtual membership area for Life Junkie Fitness instructors. Each LJF® program has its separate membership area that gives access to the specific content. The myTRIBE membership is a yearly membership that renews automatically for a year if the cancellation is not received one month before the end by mail to the LJF® Headquarter (nicadance® GmbH, Moosbruggerstrasse 24, 8853 Lachen). The stamp is relevant to respect the cancellation deadline.

### 2.1. Dancess

After successful completion of the video examination the candidate can purchase the Dancess myTRIBE membership.

For quality reasons only Dancess myTRIBE members are allowed to teach Dancess content. The myTRIBE membership guarantees that the participant has access to right teaching tools and tips, continuous updates, music suggestions and moves even after the initial education. myTRIBE is an ongoing education for a brilliant price and low effort.

myTRIBE is the virtual platform and the network for Life Junkie Fitness instructors and is possessed by nicadance® GmbH. It is declared as a streaming portal with the aim to support and accompany instructors to simplify their lives.

Only certified Dancess instructors are allowed to join the myTRIBE world and to gain access to the following content, as long as the participant is registered and active.

#### **2.1.1 Every 6 weeks new content**

Every 6 weeks the myTRIBE member receives new content which means an entire new choreography. An update contains the following points: masterclass of the current update, explanation videos for the build-up and level adaptations, cueing tips, choreography notes for each level (PDF), track list with purchase option, explanations on technique, cueing and personality.

#### **2.1.2 Extras**

Besides the access to the archives and the continuous education material the myTRIBE member receives motivational videos, news on trends, tips and tricks, marketing material and templates.

#### **2.1.3 Access to an exclusive closed Facebook group**

This specific Facebook group is a platform to exchange experiences, find new instructors, receive new information, ask questions to the team and receive helpful tips and tricks.

#### 2.1.4 Discount

Dancess myTRIBE members have a 10% discount on the Life Junkie Fitness Shop (partnership Spreadshirt is excluded). More details can be found in the section LJF® shop.

### 2.2. Dafunc

After successful completion of the Dafunc education the myTRIBE membership is mandatory in order to teach officially Dafunc. The deadline to activate the Dafunc myTRIBE membership is **5 business days** after the result was published.

myTRIBE is the virtual platform and the network for Life Junkie Fitness instructors and is possessed by nicadance® GmbH. It is declared as a streaming portal with the aim to support and accompany instructors to simplify their lives.

Only certified Dafunc instructors are allowed to join the myTRIBE world and to gain access to the following content, as long as the participant is registered and active.

#### 2.2.1. Every 12 weeks new content

Every 12 weeks the myTRIBE member receives new content which means an entire new update that replaces all units. An update contains the following points: masterclass of the current update, explanation video for each unit, advantages and cueing tips, choreography notes for each unit (PDF), track list with purchase options, explanation videos for the build-up, technique, cueing and personality.

#### 2.2.2. Extras

Besides the access to the archives and the continuous education material the myTRIBE member receives motivational videos, news on trends, tips and tricks, marketing material and templates.

#### 2.2.3. Access to an exclusive closed Facebook group

This specific Facebook group is a platform to exchange experiences, find new instructors, receive new information, ask questions to the team and receive helpful tips and tricks.

#### 2.2.4. Discount

Dafunc myTRIBE members have a 10% discount on the Life Junkie Fitness Shop (partnership Spreadshirt is excluded). More details can be found in the section LJF® shop.

### 2.3. Music

The nicadance® GmbH service is limited to select the tracks in an optimal way so that the classes can be taught without interruptions and with a maximum of power. The myTRIBE member (Dancess or Dafunc) hereby agrees that the music files (relevant track lists) have been purchased on itunes or any other music platform and only instructs nicadance® GmbH to mix the tracks. Should the myTRIBE member, despite this present agreement, not have been legally purchased the tracks and still ask for the mix, is this an illegal act and he/she is obliged to prevent that nicadance® GmbH and other involved people/parties related to the mix are harmed.

## 2.4. Marketing

When downloading LJF® programs and material the user agrees to the following rules and conditions:

All certified LJF® instructors (Dancecess or Dafunc) have the right and obligation to use the respective LJF® logos and further marketing material to promote the LJF® programs to third parties respecting the following conditions:

- ♥ The LJF® download material can only be used by certified LJF® instructors and the respective studios.
- ♥ The LJF® download material can only be used to promote the specific programs.
- ♥ It is strictly prohibited to copy, re-use or download other LJF® images, material etc. from the Facebook page, website or other social media platforms.
- ♥ It is prohibited to change or to modify in any kind or way the LJF® logo and branding. Only additional information such as course hours etc. can be added.
- ♥ LJF® Logos cannot be modified
  - a. Example for a false use of the logo and what is prohibited:
    - i. Change colours, add colours, add any other graphics
    - ii. False proportions, mix of positive and negative, overloaded background/background patterns
    - iii. Unproportioned re-built of the logo, combinations with the own company logo, print onto clothing, bags, accessories etc.
- ♥ Only LJF® is allowed to post videos, films or snippets and teasers from the original video on YouTube and any other social media platform. If an instructor wishes to post a video, film, snippets or teasers of a LJF® program it is a MUST that LJF® approves the material beforehand. Without this approval no video, film, snippets or teasers is allowed to be posted.
- ♥ In case of disregard, misconduct, and misuse of the above mentioned rules LJF® reserves the right to pursue legal steps.
- ♥ For any legal dispute the jurisdiction is in Zürich, Switzerland.

## 2.5. License agreements

A person must successfully complete the examination and receive a „**ready to teach**“, before the title Dancecess or Dafunc instructor can be used and the respective classes named Dancecess or Dafunc. If the classes are not labelled as Dancecess or Dafunc but the content comes from LJF® programs a written confirmation from LJF® is mandatory and the instructor is obliged to verbally and visually communicate that the content is LJF®.

During the education phase it is prohibited to teach using the official names. For training purposes the classes can be labelled as Dancecess or Dafunc if it is clearly stated that the class is for training purposes and is free of charge for participants.

### 2.5.1. Dancess

After the successful completion of the Dancess assessment the license Dancess instructor is valid for a year. After the first year and in order to keep the right to teach Dancess classes the myTRIBE membership is mandatory. As long as the instructor is myTRIBE member, he/she is officially certified Dancess instructor and is allowed to teach Dancess content.

### 2.5.2. Dafunc

The myTRIBE Dafunc membership is mandatory from day one for the Dafunc instructors in order to remain certified and have the right to teach Dafunc.

## 2.6. documents/CHOREOGRAPHIES

It's strictly forbidden to share or pass on documents or choreographies from myTRIBE or any other LJF® events to third parties.

The use of the educational material is only permitted for event participants and later on licensed instructors and it is forbidden to pass them on or to share these documents.

For online content or downloads the same above mentioned restrictions apply. It's strictly prohibited to share passwords or links with third parties.

## 2.7. Special s

Solely LJF® has the right to organise LJF® events, LJF® initial educations/ongoing educations, workshops etc. worldwide, except in Switzerland where SAFS, as educational partner, has the right to offer Dancess education days.

Exceptions for licensed and certified LJF® instructors may apply but only under the following specific and strict conditions.

A special Dancess or Dafunc class (e.g. Easter special of a regular class) can be held under the following conditions:

- ♥ The LJF® instructor must be certified; meaning certified with completed education and must hold a valid license.
- ♥ The event must be accepted and approved by LJF®. LJF® must be informed in a timely manner, so that LJF® approves the ability of the chosen instructor. LJF® may decide that only a licensed LJF® presenter is allowed to run the special event.
- ♥ Marketing must be clear and indicate that this event is a special class with the relevant and regular instructor and exclude that it is an official LJF® event.
- ♥ Choreographies must comply with the LJF® standards, hence LJF® recommends to use the original Dancess or Dafunc choreographies (slight adaptations are allowed in Dancess but not in Dafunc).
- ♥ It is strictly forbidden to hold entire complete educational events (e.g. workshops, play shops). Allowed are only classes.
- ♥ If visual marketing is used, it must contain the official LJF® logos.
- ♥ No changes in colour and/or shape to the official LJF® logos are permitted.

It is permitted to offer Dancess and/or Dafunc if it is part of a bigger event and offered as one class amongst different programs (e.g. open days, studio specials) and does not

exceed the normal studio framework. As soon as it is public, meaning tickets are sold and official LJF® promotion is required, LJF® must be informed in timely manner, so that LJF® approves the capability of the chosen instructor. LJF® may decide that only licensed Dafunc/Dance presenter LJF® are allowed to run the event.

## 2.8. disclaimer

All topics related to insurance are the responsibility of the participant. The participant has the independent and sole responsibility to know and respect his/her physical limitations. The event participation or the workout is the participants own risk and liability. LJF® expressly rejects any liability for any damages, accidents, injuries and/or illnesses of the participant as well as LJF® helpers or LJF® partner organisations. LJF® expressly rejects any liability for loss of valuables of the participant within the premises of the event location.

Participants are liable for any caused damages to the premises and must be totally responsible for the adequate/corresponding repair and/or replacement costs.

## 2.9. Breach of contract

Should the LJF® instructor breach one or more of the above mentioned obligations he/she is obliged to indemnify and pay a compensation of CHF 5000 for each act of violation to LJF® Nicole Haut.

In general and independently of the payment of compensation, LJF® has the right to remove the license from a LJF® instructor with immediate effect based on important reasons. For any legal dispute the jurisdiction is in Zürich, Switzerland and Swiss law applies.

# 3. Events

It is a general rule that booked and paid events that have not been attended are excluded from any kind of refund. If the registered participant cannot attend, it is possible to send a replacement. Depending on the event different conditions and deadlines may apply that are explained hereafter. In principle the last version of the present general terms and conditions apply. Special conditions according to specific events are possible and are described and communicated in the relevant event description. With the registration the participant agrees to the general terms and conditions as well as to the special conditions.

### 3.1. One day events

Administration fees for the registration of a replacement are €25. The cancellation and the registration of the new person need to be provided at least 7 business days before the event.

### 3.2. Events - several days

The registration of a new person (replacement) for events that last several days needs to come in 6 weeks before the event. Please always refer to the specific and special conditions of the relevant event.

Should the number of participants for an event that last several days be too low LJF® reserves the right to cancel the retreat.

Therefore LJF® recommends booking the flight/or the transportation only once the event has been officially confirmed. LJF® refuses all responsibility for any wrong flight/transportation booking done prior to the official confirmation. All claims for compensations will be rejected by LJF®.

Paid and received event costs will be immediately and directly refunded via PayPal, should the event be cancelled by LJF®. All claims for compensation due to any cancellation of the event, any changes in the schedule, presenter etc. will not be accepted by LJF®. LJF® expressly has the right to make any changes to the timetable, schedule organisation at any time.

It is the participant's duty to organise and book the flight/transportation and other travel relevant topics.

### 3.3. Cancellation policy for LJF®

In the unlikely event that the minimum of participants for the LJF® event is not reached by a set date, LJF® has the right to cancel the entire event.

All payments will be refunded or can be used for other upcoming events, if agreed with LJF®. Claims for compensations due to short notice cancellations, changes in dates, changes of presenters or educators or instructors as well as any claims for cancellation fees, transportation and/or accommodation fees are strictly excluded.

All rights, any translations, duplications, prints of educational documents in full or partially, merchandising are reserved for nicadance® GmbH. Without any written confirmation from nicadance® GmbH no re-productions are allowed. All choreographies are LJF® property and cannot be copied.

LJF® reserves the right to amend any event planning and change dates at any time.

### 3.4. disclaimer

All topics related to insurance are the responsibility of the participant. The participant has the independent and sole responsibility to know and respect his/her physical limitations. The event participation or the workout is the participants own risk and liability. LJF® expressly rejects any liability for any damages, accidents, injuries and/or illnesses of the participant as well as LJF® helpers or LJF® partner organisations. LJF® expressly rejects any liability for loss of valuables of the participant within the premises of the event location.

Participants are liable for any caused damages to the premises and must be totally responsible for the adequate/corresponding repair and/or replacement costs.

LJF® is not liable for bad or not fulfilled services provided by the hotel or any business partner. Flight/transportation reservations and further travel organisations are in the participant's responsibility.

### 3.5. others

Unfortunately LJF® made negative experiences in the past when offering the service for single travellers to search for roommates. Hence this service is discontinued. Should a participant book a double bedroom without mentioning the roommate's name (step in the registration process), additional charges to cover the single bedroom costs plus an additional administrative fee CHF 50 will be applied.

## 4. Training/workout (live and online)

With the successful registration and payment of live or online LJF® trainings/workouts is the deal binding for both parties. Solely the buyer of the online product has the right to access the relevant online content. Any re-production or sharing of passwords would be declared as a breach of contract and will be subject to legal prosecution.

### 4.1. Refund policy

As soon as the purchase contract is completed, the right for refund expires immediately. The WorkOut Unplugged can be refunded within the first 14 days after purchase.

### 4.2. disclaimer

All topics related to insurance are the responsibility of the participant. The participant has the independent and sole responsibility to know and respect his/her physical limitations. The event participation or the workout is the participants own risk and liability. LJF® expressly rejects any liability for any damages, accidents, injuries and/or illnesses of the participant as well as LJF® helpers or LJF® partner organisations. LJF® expressly rejects any liability for loss of valuables of the participant within the premises of the event location.

Participants are liable for any caused damages to the premises and must be totally responsible for the adequate/corresponding repair and/or replacement costs.



## 5. Life junkie fitness shop

Orders will only be delivered upon reception of the full payment. A 10 day exchange/return and refund deadline applies. After expiration of this deadline no returned items will be accepted or exchanged. The item must be in perfect state when returned within the 10 day period. All shipping costs will be paid by the customer. Returning costs will be assumed by the customer.

## 6. others

-  **Image rights:** All image rights are reserved to LJF® and its business partners. Any use without explicit approval is prohibited. By registering and accepting the present general terms and conditions, the participant agrees and approves that videos, pictures and other images taken during LJF® events can be used for marketing purposes by LJF®.  
Should the participant not wish to be taken on videos or pictures he/she must inform LJF® in a timely manner before the event. Furthermore, only LJF® has the right to film and take pictures during LJF® events.
-  **Disclaimer for foreign links:** On the LJF® website, LJF® is using links to other websites. LJF® explicitly states that LJF® has no influence on the content or the visual presentation of the linked websites. Hence, LJF® expresses clearly that content from third party websites linked to [www.lifejunkiefitness.com](http://www.lifejunkiefitness.com) is not property of LJF®. This disclaimer is valid for all displayed links and all contents of the sites to which links refer to.
-  **Claims for compensations:** Claims for compensations due to mistakes in prices, presentations, or texts or due to belated or non-delivered items are strictly excluded.
-  **Amendments of the terms and conditions:** LJF® reserves the right to amend the present terms and conditions and to modify the use of online platform by adding new conditions or adapting the existing ones.
-  **Privacy disclaimer and data protection:** All for the contract necessary data will be stored. All personal data will be used confidentially. The stored addresses can be used for LJF® and LJF® related topics and marketing purposes. Should the participant disagree to the storage, LJF® will remove the data immediately upon request.
-  **Applicable law and jurisdiction:** The legal relationship between the participant and LJF® is submitted to Swiss law. The jurisdiction for all legal disputes is solely Zürich, Switzerland. The current terms and conditions can be found on [www.lifejunkiefitness.com](http://www.lifejunkiefitness.com) and are valid and applicable.