

Terms of Service for Competition Participants

1. Definitions

- 1.1. Platform means the Yafers information technology service available at <https://yafers.org>.
- 1.2. Platform Operator means IE Mikhail Iniashev, the legal person or business operating the Platform.
- 1.3. User means an adult participant or the Legal Representative of a minor participant who uses the Platform.
- 1.4. Dancer or Participant means a person registered for an Irish dance competition through the Platform.
- 1.5. Legal Representative means a parent, guardian or other person legally authorised to act for a minor participant.
- 1.6. Organiser means the person or organisation responsible for creating, publishing and running a specific Irish dance competition.
- 1.7. WIDA means the World Irish Dance Association.
- 1.8. Unlock Admin Fee means the WIDA fee charged in connection with registration or unlocking registration functionality. The Unlock Admin Fee is payable directly to WIDA and is not income of the Platform Operator.
- 1.9. Competition Fee means the fee charged by an Organiser for participation in competition categories, dances or related event services. The Organiser is responsible for the Competition Fee unless the checkout page expressly states otherwise.

2. Scope and Acceptance

- 2.1. These Terms govern use of the Platform by Participants and Legal Representatives.
- 2.2. The Platform Operator provides technical functionality for accounts, dancer profiles, competition registration, category selection, invoice generation, payment initiation and results access.
- 2.3. The Platform Operator is not the Organiser of competitions unless expressly identified as the organiser of a specific event and does not control the venue, event safety, adjudication, schedule changes, eligibility decisions, cancellations, Competition Fee refunds, judging outcomes or local event compliance.
- 2.4. Registration through the Platform does not guarantee admission to a competition. The Organiser may verify age, level, category, payment, eligibility, entries and compliance with competition rules.

2.5. A User accepts these Terms by creating an account, registering a Dancer, submitting a registration, initiating payment, or otherwise using the Platform after these Terms are made available.

2.6. A person under 18 may not accept these Terms or register independently. Acceptance for a minor must be made by a Legal Representative.

3. Account Registration and Minors

3.1. The User must provide accurate account and registration information. Incorrect information may lead to correction, reclassification, rejection, disqualification or other decisions by the Organiser.

3.2. The User is responsible for keeping login details confidential and for actions performed through the account. Suspected unauthorised access must be reported to support@yafers.org without undue delay.

3.3. Minor Dancers may be registered only by a Legal Representative or by a Teacher who has obtained the Legal Representative's authorisation.

3.4. By registering a minor, the Legal Representative confirms that they have legal authority to act for the minor, that the registration is in the minor's interests, that they have reviewed the relevant competition information, and that they consent to processing of the minor's personal data by the Platform Operator, the Organiser and WIDA as described in the Privacy Policy and consent forms.

3.5. The Platform Operator may request evidence of authority where there is a reasonable concern or dispute.

4. Fees and Payments

4.1. The Unlock Admin Fee is payable directly to WIDA. The Platform may display the fee, initiate payment and record payment metadata, but the fee is not revenue of the Platform Operator.

4.2. The amount and currency of the Unlock Admin Fee are shown on the Platform or checkout page before payment.

4.3. Competition Fees are set by the Organiser. Where the Platform enables payment of Competition Fees, the Organiser remains responsible for the amount, event-related refund rules and competition service unless the checkout page expressly states otherwise.

4.4. Payment may be processed by integrated payment providers. The Platform Operator does not store full card numbers, CVV/CVC codes or PINs. Payment providers process payment data under their own terms and privacy notices.

4.5. Electronic invoices, payment confirmations or receipts may be generated automatically after payment confirmation by the payment provider.

5. Refunds, Changes and Cancellations

5.1. Refunds of the Unlock Admin Fee are handled in accordance with WIDA's applicable rules, payment provider rules and the stage of the relevant registration or platform service.

5.2. Because the Unlock Admin Fee is paid directly to WIDA and is not income of the Platform Operator, the Platform Operator may assist technically with refund handling but does not make final WIDA refund decisions unless authorised by WIDA.

5.3. If a registration cannot be completed due to a technical failure within the Platform Operator's reasonable control, the Platform Operator will take reasonable steps to correct the issue, re-enable the registration or assist with a refund request for the affected fee.

5.4. Refunds of Competition Fees are the responsibility of the Organiser. Users should check the competition page, syllabus, organiser policy and local event rules before payment.

5.5. The Organiser is responsible for cancellation, postponement, schedule changes, venue changes, category changes and participant communications related to a competition.

5.6. The Platform Operator may provide technical tools to display or communicate changes but does not finance Competition Fee refunds or travel, accommodation, costume, preparation or other participant expenses caused by event decisions outside the Platform Operator's control.

6. Claims, Duties and Liability

6.1. Platform issues, payment status issues for the Unlock Admin Fee, invoice issues, account access issues and personal data requests should be sent to support@yafers.org. Event issues, Competition Fee refunds, judging, schedules, venue safety, eligibility decisions, category placement and competition conduct should be addressed to the Organiser.

6.2. The User must provide accurate data, use the Platform lawfully, register only themselves or persons they are authorised to register, keep account credentials confidential, pay applicable fees before deadlines, respect competition rules and Organiser instructions, and not misuse the Platform.

6.3. The Platform Operator is responsible only for matters within its reasonable control, such as operation of the Platform, technical recording of platform actions and processing of personal data in its own role.

6.4. The Platform Operator is not responsible for Organiser actions, event cancellation or changes, judging, results, categories, eligibility decisions, venue conditions, participant safety, Competition Fee refunds, user-entered errors, or service interruptions caused by providers, user devices, cyberattacks, public authority actions or force majeure outside reasonable control.

6.5. Nothing in these Terms excludes liability where exclusion is not permitted by mandatory applicable law, including fraud, intentional misconduct, gross negligence, death or personal injury caused by negligence, or mandatory consumer rights.

7. Personal Data

7.1. Personal data is processed as described in the Privacy Policy and applicable consent forms.

7.2. Participant data may be provided to the Organiser and WIDA in the amount necessary for registration, competition administration, WIDA administration, schedules, adjudication, results, records, complaints and related purposes.

8. Changes, Governing Law and Disputes

8.1. The Platform Operator may update these Terms by publishing a new version on <https://yafers.org>. Material changes may require renewed acceptance where required by applicable law or by the Platform workflow.

8.2. Subject to clauses 8.3 to 8.5, these Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Republic of Armenia, without regard to conflict-of-law rules.

8.3. Nothing in these Terms limits or excludes any mandatory consumer protection, data protection, payment, child protection, safeguarding, event safety or other rights that cannot be waived under applicable law. Consumers may have mandatory rights under the laws of their country of habitual residence.

8.4. The Unlock Admin Fee is payable directly to WIDA and is not income of the Platform Operator. WIDA rules, WIDA registration or administration decisions, WIDA fee decisions and other matters controlled by WIDA are governed by the applicable WIDA rules and, where WIDA is the relevant contracting or decision-making party and no other law is specified by WIDA, by the laws of the Netherlands, subject to mandatory applicable law.

8.5. Competition Fees, event cancellation, postponement, schedules, venue matters, safety, local event compliance, competition rules and event-related refunds are the responsibility of the Organiser and may be governed by the Organiser's terms, competition rules and mandatory laws applicable to the event.

8.6. The parties will first try to resolve any Platform-related issue by contacting support@yafers.org.

8.7. For non-consumer disputes with the Platform Operator, the competent courts of Yerevan, Republic of Armenia, shall have exclusive jurisdiction, unless mandatory applicable law provides otherwise.

8.8. If the User is a consumer, nothing in these Terms prevents the User from bringing claims, complaints or proceedings before the courts, consumer protection authorities or dispute resolution bodies available under mandatory laws of the User's country of habitual residence or any other mandatory applicable jurisdiction.

8.9. Nothing in this section prevents any party from seeking urgent interim or injunctive relief from any competent court.

9. Platform Operator Details

Legal name: Individual Entrepreneur Mikhail Iniashev

TIN: 54744679

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Website: <https://yafers.org>

Data protection contact: support@yafers.org