

G.S.Z.V. De Golfbreker
bestuur@golfbreker.org



PLEASE NOTE:

The Terms and Conditions aren't legally binding in English. This is merely a translation of the official Dutch document. No rights may be derived from this translation.

Kind regards,

The 27th board of G.S.Z.V. De Golfbreker



1. General

1.1 In these Terms and Conditions is intended by: Terms and Conditions: the Terms and Conditions of swimming association Groningse Studenten Zwem Vereniging De Golfbreker, established on Tweede Willemstraat 50A 9725 JL in Groningen. Event: any event, activity, competition, participation via De Golfbreker in a competition or event of third parties or a course organized by Groningse Studenten Zwem Vereniging De Golfbreker. Organizer or Organization: Groningse Studenten Zwem Vereniging De Golfbreker. Visitor: the natural or legal person entering into an agreement with the Organizer. Location: the place where the Event is held. Ticket(s): the admission ticket (the admission tickets) for the Event. This also includes training fee and registration fees for activities, competitions, or courses.

1.2 The Terms and Conditions are applicable to all legal relationships between Parties.

2. Visitor Conditions

2.1 All information about the Event and the availability of Tickets that are provided by the Organizer to the Visitor is provided non-committally at all times, without any possibility of deriving rights therefrom.

2.2 During his visit to the Location, the Visitor must always be in the possession of a valid admission ticket and ID and he is obliged upon request to show such to collaborators of the Organizer. In case of refusal, the Visitor may be denied access to the Location.

2.3 Unless indicated or established otherwise beforehand, Tickets must be paid in advance. Refunds are not possible.

2.4 During his visit to the Location, the Visitor must behave in accordance with the law and with what is deemed appropriate according to the unwritten rules for social interaction, and must follow indications and instructions given by collaborators of the Organization. In case of refusal, the Visitor may be denied access to the Location.

2.5 During his visit to the Location, the Visitor does not have the right (a) to smoke outside the smoking areas indicated as such, (b) to offer goods for sale, (c) to introduce or carry on you animals (with the exception of service dogs), consumptions, narcotics, or hazardous or troublesome substances into the Location.



. 2.6 In the context of general safety, the Organization can ask the Visitor to have the (hand) luggage carried by the Visitor checked or to cooperate with a safety body search. In case the Visitor refuses to cooperate, access to the Location can be denied to him.

. 2.7 In case theft, destruction, or serious disturbance caused by the Visitor is identified, (a) the Visitor will be denied access to the Location, (b) a police report will be filed, and (c) the Visitor will be held accountable for the damage incurred, also including, though not limited to, losses incurred and profit lost.

. 2.8 The Organizer and Location holder reserve themselves the right at all times to (let) create video and/or audio recordings of the Event. The Visitor declares to be aware and to agree with the preceding and presently waives the right already for such case to oppose the use of his portrait/image in the context of the disclosure and multiplication of said recordings.

3. Liability of the Organization

. 3.1 The stay of the Visitor at the Location is at his own expense and risk.

. 3.2 The Organization is not liable for any action or omission of its subordinates and other persons as intended in articles 6:170 and 6:171 BW (Civil Code).

. 3.3 If the Organization is insured in the matter of the damage, its liability is limited to the amount that is disbursed on grounds of the liability insurance(s) of the Organization in the relevant matter, plus the amount of the deductible that must be borne by the Organization according to the applicable insurance policy/policies.

. 3.4 Any liability of the Organization in any account whatsoever is limited to a maximum of the amount of the admission ticket, barring what is established in article 3.3.

. 3.5 If and to the extent the Organization as a result of force majeure is completely or partially incapable of complying with its obligations vis-a-vis the Visitor, the Visitor cannot derive any right to compensation of damages therefrom.

. 3.6 By force majeure is intended, e.g., besides everything that is considered force



majeure by the law, any default of third parties that affects the agreement, labor conflicts, war, threat of war and rioting, impeding measures by both national and foreign authorities, the decease of one or more members of the Royal Family, grave calamities, fire, strikes, failure of and damage to equipment and equipment of operating systems, stoppage/ceasing of transport, flooding, exclusions and sabotage, and generally all unforeseen circumstances both nationally and abroad and any other event that reasonably falls outside the sphere of control of the Organization.

3.7 The Organization can never be held accountable for any damage as a result of death, physical injury, accidents, harm, loss, damaging, or theft caused by the Visitor prior to, during, or as a result of a visit to the Event or the Location.

3.8 If and to the extent the Event is cancelled by the Organizer or the Location holder, the Organizer will never refund more than the ticket price, to the extent it was demonstrably paid to the Organization. The Organization in such case never accepts liability for any possible expenses and/or costs incurred directly or indirectly and/or for any other damage that the Visitor might incur.

3.9 The Organization is not liable for the following complaints and circumstances that cannot be avoided by the Organization, and therefore never lead to any obligation to compensate damages on the part of the Organization; the changes/quality/execution of the program, disturbance from other visitors, nuisance/discomfort from media, maintenance activities on/at the Location, or the failure to function of the facilities at the Location, as a result or from of which the Visitor may experience disturbance.

4. Complaints

4.1 Complaints about the implementation of the Terms and Conditions between the Organization and the Visitor must be reported in writing to the Organization. Complaints will by reasonable standards always be taken under advisement. Contact details of the Organization are available via the website.

5. Applicable law & competent court

5.1 To these Terms and Conditions, Netherlands law is applicable.



5.2 Disputes that flow from the Terms and Conditions between the Visitor and the Organization are submitted for exclusive judgment to the competent court of law in Groningen.

6. Personal data

6.1 Data regarding the Visitor, also including the data concerning the name and other personal details of the Visitor that are registered by the Organization in connection with the provision of an admission ticket are exclusively used for the provision of services in the field of ticket sales.

6.2 Section 6.1 can be deviated from in case the Visitor grants the Organization permission for this.