

Terms and Conditions

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Article 1 – Definitions

In these Terms and Conditions, the following definitions apply:

1. **Visitor:** The Customer who visits the Website and/or purchases an Admission Ticket for an Event and/or visits an Event;
2. **Customer:** The natural person who does not act in the course of a profession or business;
3. **Event:** An event organized in the Netherlands by Bèta in the broadest sense of the word;
4. **Distance contract:** The contract for the purchase and delivery of physical products and/or digital content, whereby (up to and including) the conclusion of that contract exclusively use is made of

one or more techniques for distance communication in connection with a system for sale remotely organized by Bèta (the website);

5. **Reflection period:** The period within which the customer can make use of his right of withdrawal;
6. **Right of withdrawal:** The customer's option to waive the distance contract within the reflection period;
7. **Durable data carrier:** Any tool – including e-mail – that enables the customer or entrepreneur to store information that is personally addressed to him or her in a way that prevents future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
8. **Admission Ticket:** A physical and/or digital document or admission ticket provided by Bèta that entitles you to access and/or attend an Event;
9. **Website:** www.kampbeta.nl;
10. **Other Party:** A visitor, a customer or a supplier, as referred to in these General Terms and Conditions.

Article 2 – Identity of the association

Bèta trading as: Bèta.

Business address:
Lovensdijkstraat 61
4818 AJ Breda

Visiting address:
Lovensdijkstraat 63
4818 AJ Breda

Availability:
Monday to Friday 08:00 to 17:00
E-mail address: secretaris@kampbeta.nl
Chamber of Commerce number: 74850687

Article 3 – Applicability

3.1 These general terms and conditions apply to all offers of Bèta and all agreements between Bèta and the other party mentioned in this document;

3.2 Before entering into the agreement, the General Terms and Conditions are made available electronically in such a way that they can be stored by the Other Party on a durable data carrier. In addition, the General Terms and Conditions can be viewed via the relevant website. In addition, these General Terms and Conditions will be sent to the Other Party electronically or in another manner upon first request. You can send a request to this effect to secretaris@kampbeta.nl;

3.3 Any deviation from the General Terms and Conditions is only binding if Bèta has agreed to this deviation in writing.

Article 4 – Changes

Bèta reserves the right to unilaterally change the Terms and Conditions. The amended version of the General Terms and Conditions will be clearly published on the relevant Website. The amended version of the General Terms and Conditions is effective from the moment of publication.

Event Attendance Terms & Conditions

Article 5 - Participation

5.1 Participation in the introduction week is only permitted if you have been fully admitted to one of the studies of the ATIX or ATGM academies at Avans Hogeschool Breda;

5.2 Participants who wish to attend camp pay a fee to attend. This fee is revised each year; current costs can be found at www.kampbeta.nl at the time of registration. For this, in addition to the full program, Beta will provide a fully catered lunch and dinner on campus and in town during the introductory program. In addition, you and your classmates will receive an introductory package that includes your own introductory shirt and other fun perks;

5.3 Participants are obliged to wear the Kamp Bèta intro shirt during the program;

5.4 Access to the introduction week is only permitted with a valid registration and upon presentation of a valid proof of identity;

5.5 During the introduction week, the participants will be supervised as a class by 1 or more senior students.

5.6 Participants are obliged to continue to participate in the program of the introduction week. It is therefore not allowed to leave the introduction week without permission from the organization. If a participant does not respect these rules, the participant will be excluded from further participation in the introduction week;

5.7 External visitors are only admitted to the introduction(s) upon invitation or with the approval of the organization. Bèta is not responsible for theft of property and/or for physical or mental injury as a result of the visit to Kamp Bèta. This also includes damage to the visitor's hearing;

5.8 Volunteers who accompany the participants pay a fee to come along to camp, this is to cover operational costs. This fee is reviewed each year, current costs can be found at www.kampbeta.nl at the time of registration.

Article 6 – Agreement

As soon as a reservation has been paid and is therefore final, the participant enters into an agreement with the organization of the introduction week, whereby the participant declares that he has taken note of and agrees to these general terms and conditions.

Article 7 – Food

Participants who have certain allergies, diets or other medical conditions can inform the organization in advance. This is requested in the registration form, which must be completed in order to participate in the introduction week. This measure allows us to offer meals for specific disorders/diets. If a participant does not indicate which allergies and/or diets he/she has, the organization of the introduction week and Bèta are not liable for any consequences.

Article 8 - Obligations visitor

8.1 Bèta has the right to search or have the Visitor searched prior to entering and/or during the Event and the Visitor is obliged to have him or her searched;

8.2 The Visitor is obliged to identify himself on first request during the visit to the event by submitting a valid proof of identity;

8.3 It is prohibited to bring cameras, aerosols, sprays, selfie sticks, drones, welding, cans, (alcoholic) drinks, food, drugs, flammable substances, fireworks, (fire) weapons and/or other dangerous objects. Bèta is entitled to confiscate these items. Seized items will not be returned but destroyed by Bèta and/or a third party appointed by Bèta;

8.4 Recording of the Event without the express prior written consent of Bèta by means of professional recording equipment with a commercial purpose in any form whatsoever, including photography, filming and making sound and/or image recordings is not permitted. This also applies to the reprinting and/or copying of program components (booklet), posters and other printed matter. If the Visitor acts in violation of this clause, Bèta is entitled to confiscate these recordings and destroy, use and/or exploit these recordings at its own discretion, without prejudice to Bèta's right to demand specific fulfillment and/or compensation from the Visitor. claim any damage suffered or yet to be suffered;

8.5 If the Visitor has recorded a part of the event using non-professional recording equipment (such as a smartphone), these recordings are for private use only and will in no way be exploited by the Visitor and/or public for commercial purposes;

8.6 The visitor is obliged to comply with the (safety) regulations (including house rules) and/or directions of Bèta, the operators of the location where the event is held, the security personnel (security), the fire service and other authorized personnel. The visitor is not allowed to harass and/or disturb other visitors and staff present during the event. Nor is the visitor allowed to urinate outside the designated public toilets during the event. If a smoking ban also applies at the location of the event, this ban applies to all smoking products, including electronic smoking products (e-cigarettes).

Article 9 – Activity location

The introduction week will take place at an event site in Breda. The following conditions apply there:

9.1 You are only allowed to be within the event site or at the designated locations. If you are outside these areas, the organization of the introduction week has the authority to deny further participation in the introduction week and to report the incident to third parties affiliated with the introduction camp;

9.2 It is not allowed to close open doors or open closed doors without instructions from the organization. This is with the exception of facility facilities;

9.3 It is not allowed to move materials from the introduction week within the event area without indicating the organization of the introduction week;

9.4 It is not permitted to use the materials present at the event other than for which they are reasonably intended;

9.5 The use of your own confetti/party poppers (all paper and plastic scattering materials) is not allowed in order to prevent nature damage. If a participant has brought their own confetti/party poppers, these will be taken by the organization. If you do use your own confetti, sanctions will follow, which are determined by the organization of the introduction week;

9.6 Visitors to a Bèta event must familiarize themselves with the house rules of the venue and also adhere to these rules.

9.7 It is not allowed to bring and apply stickers at the camp location. It is also not allowed to stick stickers on property of the organization, however on property of partners.

Article 10 – Participation and exclusion

10.1 Following instructions

Instructions from the organizers of the introduction week must at all times be followed by the participants with a view to safety, order and program progress. If a participant refuses to follow the instructions, the organizers of the introduction week have the right to exclude the participant in question from further participation in the introduction week and to report the incident to third parties affiliated with the introduction camp;

10.2 Assessment of participant's condition

10.2.1. The participant is and remains responsible for assessing whether he/she is in sufficient condition to participate in the introduction week;

10.2.2. The organization of the introduction week is entitled to deny a participant (further) participation in the introduction week if, in the opinion of the organizers of the introduction week, the condition of the participant concerned endangers the safety of that participant or others.

10.3 Alcohol and/or drug use

10.3.1 The organization of the introduction week is entitled to deny a participant (further) participation in the introduction week if the participant is apparently intoxicated or apparently under the influence of narcotics. The use and possession of drugs is not allowed. In case of suspected possession of drugs and/or drug use, the organization of the introduction week reserves the right to deny the person in

question further participation in the introduction week. This also applies to (excessive) alcohol consumption. The organization is allowed to carry out unannounced drug checks;

10.3.2 It is not allowed for participants under the age of 18 to buy, receive and/or consume alcohol. It is also not allowed to sell and/or give alcohol to minors;

10.4 Misconduct

The organization is allowed to exclude participants from participation at all times if they misbehave. Before proceeding to exclusion from participation, there will be consultation between at least two organizers. Misbehavior also includes sexually transgressive behaviour.

Article 11 – Arriving late

If the participant arrives late at the agreed location, the original program of the introduction week will not be adjusted. In practice, this often means that arriving late will be at the expense of the program. The participant is not entitled to a refund of (part of) the registration fee.

Article 12 – Recording the event by or on behalf of Bèta

12.1 Bèta is entitled to record the Event, including the right to make video and/or sound recordings of the event, the visitor and the other visitors to the event. Bèta is entitled to exploit and/or reproduce these videos and/or sound recordings and/or make them public or have them published, in any form and by any means. By entering (the location of) the event, the visitor gives his or her unconditional permission to make these recordings, including the editing, publication and exploitation thereof, without being entitled to any compensation;

12.2 Insofar as the visitor has any right (including but not limited to copyright, neighboring rights and/or portrait rights) with regard to the recordings referred to in this article, the visitor hereby transfers these rights to Bèta and the visitor hereby irrevocably waives his/her moral rights or will not invoke them.

Article 13 – Coins

Coins or other payment methods used during an Event are only valid for that Event without any compensation during or after the Event.

Article 14 – Calamities

In the event of an emergency, the evacuation plan/evacuation plan will come into effect.

14.1 Participants must immediately follow this plan and follow instructions from the organizers of the introduction week. If the participant does not do this, all damage incurred will be for the participant's own account, insofar as this can be attributed to his or her account;

14.2 In cases where a calamity occurs, the instructions of both emergency response personnel and emergency services personnel must be followed at all times. The participants will therefore always have to be vigilant for possible situations that may occur;

14.3 If a participant sees a situation that could lead to problems, he or she must report this immediately to one of the employees and/or to the organization.

Article 15 - Responsibility of the environment

Participants undertake to treat classmates, other participants, the organization of the introduction week and the location with respect. The participants make every effort to prevent damage to other involved parties and/or the location at all times.

Article 16 – Liability

Bèta's total liability hereunder is limited to reimbursement of reasonable, documented and direct cash costs and damage incurred by the Visitor up to a maximum of the amount paid out under Bèta's third-party liability insurance;

16.1 Liability for damage in the event of accidents

Participation in the introduction week is entirely at your own risk. Physical injuries incurred during participation in/visiting the introduction week cannot be recovered from the organization of the introduction week. Participation in the introduction week is not entirely risk-free. The participant must ensure that damage to life and limb may occur. The organization of the introduction week makes every effort to prevent such damage, but it is impossible to eliminate the risk of accidents. Due to the nature of the event, it is of the utmost importance that participants of the introduction week adhere to the provisions of article 6.1, in order to avoid damage to life and limb. Unless there is intent or gross negligence, the organization of the introduction week and Bèta are not liable for any form of damage, including consequential damage that the organization of the introduction week and/or the participants suffer as a result of accidents that occur during the entire program. the construction and/or dismantling;

16.2 Liability for Damage to possessions/property, clothing and footwear

16.2.1 At the location, participants have the option to leave personal equipment at the location. However, this is entirely at the participant's own risk. The organization of the introduction week will make every effort to keep the belongings/properties left behind safely. However, the organization of the introduction week does not keep records of the submitted items, nor does the organization of the introduction week accept any liability for damage or disappearance of the items placed in custody;

16.2.2 The organization of the introduction week is not responsible for theft and/or damage to personal property. Bringing valuables is entirely at your own risk. There are no lockers available;

16.2.2 The organization of the introduction week does not accept any liability for damage to or loss of personal belongings or property. Wearing or carrying jewelry, necklaces, bracelets, earrings, telephones and the like is entirely at the risk of the participant;

16.2.3 Participants must wear appropriate clothing and footwear. The risk of damage to clothing and footwear is for the account of the participant;

16.2.4 By accepting these terms and conditions, the participant declares to accept and bear these risks;

16.3 damage determination

16.3.1 The participant is liable to the organization of the introduction week for damage caused by the act or omission of the participant, insofar as it concerns damage that can be attributed to him. This is, for example, but not limited to, damage to or loss of materials provided to the participant by the organization of the introduction week, damage to (contents of) the location or damage to third parties for which the organizers of the introduction week are held liable. Bèta reserves the right to recover damage to its property from the initiator or the person responsible for it in the event of intent and/or gross negligence. This includes misuse of the fire alarm and damage to fire prevention equipment. In the event of theft, the police will be called in;

16.3.2 Bèta cannot be held liable for damage caused to the property of participants and visitors;

16.4 The Visitor is obliged to report any damage to Bèta via www.kampbeta.nl within 48 hours after the Event or otherwise, any right to compensation is rejected;

16.5 The Visitor is obliged to report any complaints to Bèta via www.kampbeta.nl within 30 days of the Event or otherwise any right to compensation is denied;

16.6 If Bèta directly or indirectly engages subordinates, non-subordinates, auxiliary persons, third parties and/or other persons in the execution of the agreement, any liability of Bèta under article 6:76 of the Dutch Civil Code, article 6:170 of the Dutch Civil Code, article 6 :171 BW and article 6:172 BW are excluded and Bèta is not liable for damage caused by these persons.

Article 17 – Cancellation

17.1 The organization of the introduction week reserves the right to cancel the introduction week. They also determine when there is force majeure (see article 17.2) as a result of which the introduction week is cancelled. In both cases no refund of registration fee will be made at that time;

17.2 Under certain circumstances, it may be decided to cancel (certain activities within) the program for reasons of force majeure. If, in the opinion of the organization of the introduction week, these circumstances are found to be irresponsible with a view to safety, it may be decided that (the activities within) the program of the introduction week will be cancelled. There will be no refund of registration fee. This arrangement covers circumstances such as: social unrest, severely disrupted public order, legal prohibitions, orders from authorities, emergency regulations, terrorism, extreme weather, etc. The organization of the introduction week determines in consultation with Avans University of Applied Sciences whether there is a case of force majeure;

17.3 Bèta is not responsible for damages resulting from the cancellation of the event, as referred to above. If the event is cancelled, as set forth above, Bèta will notify to the extent possible in such manner as it deems appropriate;

17.4 If the Event has not been banned by the authorities or by Bèta due to force majeure, but a visitor nevertheless decides not to attend the event due to, for example, fear, health problems or disappointing weather, the visitor will cancel at his own expense.

Article 18 - Privacy

Bèta will process the personal data of the other party in accordance with its privacy policy in accordance with the General Data Protection Regulation (The General Data Protection Regulation). This privacy policy can be viewed via the website.

Article 19 – (Electric) Smoking

The event location is non-smoking. (Electric) smoking is only allowed in the designated areas. The organizers of the introduction week have the authority to deny participants who smoke in places other than those designated by the organization of the introduction week further participation in the introduction week and to remove them from the event site;

Costs imposed by third parties on Bèta as a result of violating this rule will be passed on to the participant. The costs incurred by Bèta for settlement and administration will also be charged to the infringer.

Article 20 – Use of image and recording material

Photos and films can be recorded during the introduction week. By agreeing to the terms and conditions, the participant declares that he/she agrees to possible use for marketing and communication purposes by Bèta.

Article 21 – Use smoke, sound and light effects

Smoke and/or light effects may be used during the event. The participant must be aware of this and agree to all possible risks that this entails.

General terms and conditions for online purchases

Article 22 – Agreement

22.1 These general terms and conditions apply to every offer from Bèta and to every distance contract between Bèta and the customer with regard to the purchase and delivery of products and digital content;

22.2 Distance selling aimed at continuous or periodic delivery of goods or services is excluded from a distance contract;

22.3 The offer contains a brief description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. If the entrepreneur uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on the entrepreneur;

22.4 The distance contract between Bèta and the customer is concluded by the customer's acceptance of the offer. A constituent requirement for this acceptance is electronic acceptance of these terms and conditions;

22.5 After the distance contract has been concluded in accordance with the previous paragraph 1.4, Bèta will immediately confirm receipt thereof to the customer by e-mail;

22.6 Bèta is entitled to refuse an order after acceptance of the offer by the customer if, in Bèta's opinion, there is a reasonable chance that the customer will not meet his payment obligations and/or the distance contract for another reason. cannot be performed responsibly.

Article 23 – Right of withdrawal

23.1 The customer can dissolve the distance contract with regard to the delivery of products without stating reasons up to fourteen days after the date on which the customer has received the product;

23.2 The customer can dissolve the distance contract with regard to the delivery of digital content without stating reasons up to fourteen days after the date on which the contract was concluded;

23.3 The customer exercises this right by sending Bèta an email within the period referred to in paragraph 1 (the reflection period) or by sending a similar unambiguous statement from Bèta within this period;

23.4 The burden of proof with regard to the correct and timely exercise of the right of withdrawal rests on the Customer.

Article 24 – Obligations of the customer during the reflection period

24.1 The customer shall return the products he has received without delay, but no later than fourteen days after the notice of withdrawal has been issued;

24.2 The customer bears the direct costs of returning the product;

24.3 During the reflection period, the customer must handle the product and the packaging with care. The customer will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The customer is liable for any decrease in value of the product that is the result of the use of the product that goes beyond what is stipulated in this article;

24.4 After dissolution of the distance contract, Bèta will refund all amounts received from the customer, including delivery costs, without delay or at the latest within fourteen days after the date on which the notice of withdrawal was received. For the refund Bèta will use the same payment method as the customer;

24.5 Unless Bèta collects the delivered product after dissolution of the agreement, the customer is entitled to a refund after receipt of the product by Bèta or after the customer has provided proof of return of the product, whichever is the earlier.

Article 25 – Exclusion of the right of dissolution

The Customer is not entitled to termination in the cases referred to in Article 6:230p of the Dutch Civil Code, in particular in the event of:

- a) the delivery of audio and video recordings and computer software (Products) whose seal has been broken after delivery;
- b) the provision of services related to leisure activities, including the supply of admission tickets and associated agreement with regard to visiting an Event;
- c) the delivery of Digital Content insofar as:
 - 1) Bèta with the execution of the Distance Contract has started with the express prior consent of the Customer;
 - 2) The Customer has declared to waive his right of dissolution.

Article 26 – Prices

All prices stated on the Website include VAT and exclude freight, delivery or postage costs. The costs for the use of means of communication are not passed on to the Customer. Bèta will not increase the stipulated price within a period of three months after the conclusion of the distance contract. However, Bèta reserves the right to change prices due to a legal change in VAT.

Article 27 – Delivery

27.1 Bèta will deliver the agreed Products and/or Digital Content to the Customer within thirty days of the conclusion of the Distance Contract;

27.2 The delivery of Products takes place by regular mail. The place of delivery is the address specified by the Customer;

27.3 The risk of damage and/or loss of Products rests with Bèta until the moment of delivery to the Customer;

27.4 The delivery of Digital Content takes place by means of an internet connection in a file format customary at the time of delivery. The Customer is responsible for his own access to a sufficiently fast internet connection and for having the necessary equipment for internet communication technology (ICT), such as, but not limited to, a computer, tablet or smartphone, to receive the Digital Content.

These general terms and conditions and the associated agreement are exclusively governed by Dutch law. All disputes arising from or related to the General Terms and Conditions and the associated agreement will be submitted exclusively - to the exclusion of any other court - to the court in Breda.