

GENERAL CONDITIONS

Here you will find an explanation of the general conditions that apply to all products of the International Film Festival Rotterdam.

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Article 1: definitions

1.1

In the current general conditions the following terms (in both plural and singular) will be defined as follows:

a. general conditions: the general conditions of the International Film Festival Rotterdam.

b. customer: the party with which the International Film Festival Rotterdam has a contractual agreement.

c. event: a public or private happening - for example, but not exclusively - an artistic performance, amongst which, but not limited to - a film performance, exhibition or live event.

d. location: the place where the event is held.

e. organiser; the party who is responsible for the production and/or organisation of the event.

f. agreement: the agreement between the International Festival Rotterdam and you as client, regarding the sale and delivery of products of the International Film Festival Rotterdam.

g. parties: referring to both you as customer and the International Film Festival Rotterdam.

h. International Film Festival Rotterdam: International Film Festival Rotterdam, the party with which you, as customer have a contractual agreement.

i. reservation number: a number that is linked to a particular customer/reservation and that must be given in confirmation and be exchanged for a ticket (or part of)

j. products: all products that are offered by the International Film Festival Rotterdam, including tickets, merchandise, the Tiger Friend subscription and the Cinema Reloaded products.

k. ticket: proof of permission to enter an event

l. vouchers: the festival coupon of the International Film Festival Rotterdam, that is used for special offers and is given out to relations/associates. The festival coupon is a voucher, officially marked and given out by the International Film Festival Rotterdam, that can be exchanged for a ticket for a film performance in the International Film Festival Rotterdam.

Also in accordance with these general conditions;

1.2

These general conditions are applicable and integral to every product reservation which the customer makes with the International Film Festival Rotterdam, both by telephone and via its website, and on further resulting agreements.

1.3

In these agreements, the general conditions of the owners of the locations also apply. In the case of conflict between the provisions of an agreement regarding the present general conditions and previous general conditions, the provisions of the agreement regarding the present general conditions will prevail. Copies of the general conditions of the owners of locations can be obtained at the locations concerned from the owners themselves.

2. Article 2: methods of payment

The following methods of payment are possible:

- a.** Purchase via the website of the International Film Festival Rotterdam: Credit card, PayPal and iDEAL; the products must then be collected from the central box office in the Doelen or received via e-mail or post.
- b.** Purchase by cash or PIN transaction at the box-office. If products are paid for at the box office they will not be sent in advance by the International Film Festival Rotterdam.

3. Article 3: agreement

3.1

How an agreement is produced by payment through credit card, iDEAL, PayPal or cash:

- a.** An agreement is produced as soon as the International Film Festival Rotterdam receives payment (or authorisation of) from a customer.
- b.** If the agreement is produced via the website of the International Film Festival Rotterdam, the customer will receive confirmation via e-mail.
- c.** If the agreement is produced via telephone, there will be no separate confirmation.
- d.** If no authorisation of payment is received from the customer, the customer will receive a message via e-mail or post that the transaction has not been successful and no agreement will be produced.

3.2

Once an agreement has been made it is not possible to cancel it, break it or change it in any way.

4. Article 4: vouchers

4.1

If the customer, in regard to a ticket reservation, wishes to pay by voucher, then this reservation can only be done by telephone or at the box office.

4.2

When a customer makes a reservation, they must indicate from the beginning that they wish, either fully or partly, to use vouchers.

4.3

It is at the customer's own risk, and he is fully responsible for the sending and receiving of vouchers through the International Film Festival Rotterdam. The International Film Festival Rotterdam accepts no responsibility for lost vouchers.

4.4

Vouchers can never be exchanged for money and also not in the event of bankruptcy of the International Film Festival Rotterdam.

5. Article 5: tickets

5.1

Tickets that are delivered through the International Film Festival Rotterdam remain the property of the International Film Festival Rotterdam and are delivered to the customer by the International Film Festival Rotterdam under the condition that, without prior written authorisation, the following is never permitted:

- a.** to sell the tickets on to third parties, whether commercial or otherwise, direct or indirect.
- b.** to offer the tickets, in any commercial manner or in any other way to refer to the tickets.

5.2

The International Film Festival Rotterdam reserves the right to deny a reservation to a customer who is suspected or proved to be guilty of breaking the conditions above.

5.3

The International Film Festival Rotterdam reserves the right, in the case of events with a maximum number of reserved tickets, to cancel the reserved tickets that go above this maximum number.

6. Article 6. Tiger Friend subscription

6.1

- a.** The duration of the Tiger Friend subscription runs from 1st November until 1st November of the following calendar year.
- b.** Under no circumstances can the duration of the subscription as described in article 6.1.a, and the corresponding subscription charge, be deviated from,.
- c.** The subscription legally expires after the duration described in article 6.1.a. It is not necessary to cancel the subscription. Customers will receive a request to prolong the subscription well ahead of the expiration date
- d.** The International Film Festival Rotterdam reserves the right to unilaterally change certain parts of the subscription.

7. Article 7: liability

7.1

In the case that an event is cancelled by the organiser or owner of the location, the International Film Festival Rotterdam will never refund more than the cost of the ticket or subscription, if it can be proved to the International Film Festival Rotterdam that the ticket has been purchased. Possible extra costs that the customer has paid for the services of the International Film Festival Rotterdam will not be refunded. The International Film Festival Rotterdam is never liable for any possible direct or indirect costs or payments.

7.2

The International Film Festival Rotterdam is never liable for damages resulting in the death, injury, accident, loss, breakage or theft caused to the customer or as a result of visiting an event or location.

7.3

In the case that the International Film Festival Rotterdam cannot, due to extenuating circumstances, fulfil all or part of its obligations to a customer, the agreement will be cancelled and neither party will have the right to compensation.

7.4

Extenuating circumstances can include: war, terrorist threat, danger of war, riots, epidemics, governmental crisis (both at home and abroad), the death of one or more members of the royal family, fire, strikes, failure and damage to equipment and equipment control systems, disruption and striking of transport, flooding, power cuts, sabotage and in general any unforeseen circumstances, both at home and abroad, that the International Film Festival Rotterdam consider reasonable circumstances to cancel an agreement.

7.5

The International Film Festival Rotterdam accepts no liability at all for the loss of products or vouchers (or a part thereof) caused by the customer.

7.6

The International Film Festival Rotterdam accepts no liability for the sale and delivery of products which do not belong to the International Film Festival Rotterdam; nor for agreements that are not fully completed, whether requested by the customer or not, and where a third party is directly or indirectly involved.

8. Article 8: Intellectual ownership rights

8.1

All intellectual ownership rights related to the name, logo, possible text and (advertising) music of the International Film Festival Rotterdam, and also the company policy of the International Film Festival Rotterdam generally rest with the International Film Festival Rotterdam. The customer is not permitted to make these public, make a third party make these public, to duplicate them or use them in any other way for their own reasons, either directly or indirectly, without prior written permission from the International Film Festival Rotterdam.

8.2

All intellectual ownership rights related to the name of an event, location, logo and so forth rest with the organiser or the original claimants of the related event or with the owner of the location, The customer is not permitted to use these publicly, either directly or indirectly, without prior written permission from the related claimants.

9. Article 9: rules of conduct for the International Film Festival Rotterdam/locations

The customer is required to keep to the rules of conduct applied by the International Film Festival Rotterdam and the owners of locations with relation to events and products delivered by the International Film Festival Rotterdam. A number of the most important rules are mentioned below:

a. It is forbidden to bring photo, film, sound and/or any recording equipment into a location. It is also not permitted to have a mobile phone switched on during a performance. If any such equipment is found the International Film Festival Rotterdam and the owner of the location reserve the right to confiscate the aforementioned equipment at any time.

b. It is forbidden to bring food, drink, glass, (plastic) bottles, cans, fireworks, weapons or other dangerous articles into an event and/or location. The organiser and owner of the location reserve the right to search visitors as they enter a location at any time. The organiser and owner of a location reserve the right to deny access to a location to visitors who do not collaborate with the aforementioned search.

c. The International Film Festival Rotterdam and owners of locations reserve the right to deny access to a visitor at any time if they have reason to suspect that this visitor has a ticket that has not been obtained from the International Film Festival Rotterdam or one of its authorised sales points.

d. The International Film Festival Rotterdam and the owner of the location reserve the right to deny entry to visitors at any time who arrive after an event has started.

e. The International Film Festival Rotterdam and the owner of the location reserve the right at any time to make visual and/or sound recordings of an event. The customer declares himself aware of this right and agrees with it, and renounces the right to prevent the use of his own image/resemblance in subsequent publications and duplication of the aforementioned recordings.

10. Article 10: additional conditions

10.1

If at any time any article in these general conditions or any part of an agreement should become null and void, or destroyed, then the rest of the general conditions of the agreement will remain valid. In this situation the parties, in regard to the null and void or destroyed passages, will find a regulation that most closely resembles the intentions of the agreeing parties and the current general conditions.

10.2

Supplements and modifications in regard to the agreement and these general conditions can only be made in writing.

10.3

Possible complaints by customers as a result of services provided by the International Film Festival Rotterdam must be communicated in writing to the department of customer services of the International Film Festival Rotterdam (publieksservice@filmfestivalrotterdam.com), which takes care that complaints will be handled within a reasonable time and not more than six weeks after being received.

10.4

Any disputes which could arise as the result of an agreement and/or these general conditions will be dealt with according to Dutch law and will, in the first instance, be brought before a competent judge in the Amsterdam district.