

Ticket Terms and Conditions

ARTICLE 1 AGREEMENT

1.1 These Ticket Terms and Conditions (the “Terms and Conditions”) are entered into by Stichting Dutch Women in IT (“Dutch Women in Tech”) and the visitor (“Visitor”), whose name is recorded on the Booking Form.

1.2 All Ticket sales shall be subject to availability, the conditions specified on the Booking Form and these Terms and Conditions (collectively, the “Agreement”).

1.3 These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with Dutch Women in Tech prior to purchase as purchase of Tickets constitutes acceptance of these Terms and Conditions.

1.4 The right of admission is reserved and is subject to the rules set forth by Dutch Women in Tech and the terms of admission as set by the owner of the facilities or locations (“Venue”) where the Event is being held.

1.5 Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them on the Booking Form. Unless otherwise specifically noted, all references in these Terms and Conditions to paragraphs or sections will refer to the paragraphs and sections of these Terms and Conditions.

ARTICLE 2 PRICES & PAYMENT

2.1 The price of the Ticket shall as set forth on the Booking Form. All prices set are inclusive of any applicable taxes. No order will be accepted until Dutch Women in Tech has received full payment.

2.2 Dutch Women in Tech reserves the right to charge a fee for the replacement of Tickets.

ARTICLE 3 TERM

3.1 The term of the Agreement shall commence on the date hereof and shall continue in full force and effect until the conclusion of the Event. Purchased Tickets can only be transferred by Visitor upon contacting Dutch Women in Tech.

ARTICLE 4 COMPLIANCE & ADMISSION

4.1 By participating in the Event Visitor agrees to comply with all laws and regulations of the country in which the Event shall be held as well as any additional rules, including but not limited to the Code of Conduct available online at: <https://www.dwit.work/over-ons/gedragcode/>, set by Dutch Women in Tech and/or the Venue. Visitor shall act in an orderly manner when attending the Event. Dutch Women in Tech may refuse admission to and/or evict Visitor from the Event if Visitor is behaving in a disorderly, offensive or inappropriate manner.

4.2 A valid Ticket must be produced to gain admission to the Event. Removing any part of, altering or defacing the Ticket may invalidate the Ticket. It is the responsibility of Visitor to check the Tickets for mistakes and contact Dutch Women in Techs immediately if there is a mistake.

4.3 It is a condition of entry that Visitor submits to a security check on entry to the Venue if Dutch Women in Tech or the Venue decide to take such action.

4.4 Visitors are not permitted to bring their own food and/or drink within the Venue, unless permitted within by the Venue.

4.5 Alcohol may only be consumed in public bars and other authorized areas. Smoking is not permitted unless within a designated smoking area.

ARTICLE 5 CHANGES TO ELEMENTS OF THE EVENT

5.1 Although Dutch Women in Tech shall endeavor to adhere to the publicized contents of the Event, Visitor accepts that at its sole discretion, Dutch Women in Tech has the right to alter elements of the Event, including any advertised appearances.

ARTICLE 6 PERSONAL DATA & PRIVACY POLICY

6.1 Pursuant to the purchase of the Ticket by Visitor, Dutch Women in Tech will need to collect and keep personal data about Visitor including Visitor's name, address, credit card or payment details, e-mail address and telephone number. Dutch Women in Tech may need to disclose any personal data as required by law. In the Privacy Policy available online at: <https://www.dwit.work/assets/files/privacybeleid-dutch-women-in-tech.pdf>, Dutch Women in Tech outlines how it will handle any personal data of Visitor.

ARTICLE 7 EVENT EXPOSURE

7.1 Audio or visual recordings of the Event are prohibited. Still cameras (not professional) are permitted but images may only be used for private purposes and/or to share on social media. In addition, Visitor consents to be included in photo, film and sound recordings of the Event and for these recordings to be used by Dutch Women in Tech and/or shared on social media in general.

ARTICLE 8 REFUND POLICY & CANCELLATION

8.1 Tickets shall not be refunded after purchase unless the Event is cancelled or postponed. Nor will there be a refund on any unused portion of Tickets if Visitor is asked or forced to leave on the grounds of Article 4.1.

8.2 Dutch Women in Tech reserves the right to cancel or postpone the Event for any reason. Where an Event is cancelled or postponed by Dutch Women in Tech or the Venue, Visitor will be entitled to claim a full refund from Dutch Women in Tech in accordance with this clause. Refunds shall only be made to the person who purchased the Tickets and, when possible, be made using the same method as was used to purchase the Tickets.

ARTICLE 9 FORCE MAJEURE

9.1 Force majeure includes any circumstance, independent of the will of parties, by which fulfillment of its obligations to the other party is fully or partly prevented, or by which the performance of its obligations cannot reasonably be expected of the affected party, regardless

of whether or not this circumstance was foreseeable at the time of the conclusion of the Agreement.

9.2 Dutch Women in Tech shall not be liable for any prevention or delay in performance resulting in whole or in part, directly or indirectly, from force majeure.

ARTICLE 10 NO PARTNERSHIP OR AGENCY

10.1 Nothing in the Agreement and no action taken by Dutch Women in Tech or Visitor under these the Agreement shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other relationship between Dutch Women in Tech and Visitor beyond the relationship created under the Agreement.

ARTICLE 11 INTELLECTUAL PROPERTY

11.1 All intellectual property rights, including, but not limited to, trademarks, brand names, logos and artwork displayed on any promotional materials hereunder, and all copyrights of promotional materials, shall be and remain the sole and exclusive property of Dutch Women in Tech.

11.2 Visitor shall not have the right to use in any way or reproduce for any purpose the intellectual property rights of Dutch Women in Tech without the its prior explicit and written consent. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on Visitor to use, alter, copy or otherwise deal with any of the trademarks, brand names, logos, artwork and/or intellectual property appearing on the Ticket.

ARTICLE 12 LIABILITY

12.1 Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by Visitor are at Visitor's own risk. Liability for the cancellation or postponement of an Event will be limited to the refund as set forth in Article 8.

12.2 Neither Dutch Women in Tech nor the Venue will be responsible for any loss, theft or damage

of Visitor's personal belongings, other than caused as a result of negligence or other breach of statutory duty by Dutch Women in Tech and/or the Venue.

12.3 Dutch Women in Tech and the Venue shall ensure that the facilities in which the Event is held meet all the local statutory safety standards. As such neither Dutch Women in Tech nor the Venue will be responsible for any accidents and/or personal injury suffered by Visitor while attending the Event, other than caused as a result of negligence or other breach of statutory duty by Dutch Women in Tech and/or the Venue.

12.4 Visitor will be liable for any loss or damage caused at the Event by Visitor.

ARTICLE 13 GOVERNING LAW

13.1 The Agreement shall be exclusively governed by and construed in accordance with the laws of the country of the Netherlands. Also, the applicability of the Vienna Sales Convention (CISG) is expressly excluded.

13.2 Any dispute that might occur between parties shall be submitted to the competent court in the district of Amsterdam.

ARTICLE 14 MISCELLANEOUS

14.1 The Agreement constitutes a personal contract and parties shall not transfer or assign same or any part thereof without the advance written consent of the other parties.

14.2 The Agreement constitutes the entire agreement between parties with respect to the subject matter thereof and supersedes any previous agreements, understandings or documents, notwithstanding the applicability of rights and obligations stemming from the Dutch Civil Code not specifically excluded in the Agreement.

14.3 Any amendment or modification of the Agreement shall be in writing and shall be executed by duly authorized representatives in the same manner as the Agreement.

14.4 The provisions of the Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between parties hereto.

14.5 Except as expressly set forth in the Agreement, Dutch Women in Tech makes no, and expressly disclaims any representations or warranties, express or implied, regarding the Event and any other service provided by Dutch Women in Tech hereunder. The provisions of this clause shall survive termination or expiration of the Agreement.

14.6 No delay or omission by either party in exercising any right or remedy under the Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under the Agreement or otherwise shall be effective unless in writing.