

# General terms and conditions

## Kaboom Animation Festival

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### Definitions

#### Agreement:

The agreement between Kaboom Animation Festival and you as a Customer regarding the sale and delivery of Products provided by Kaboom Animation Festival.

#### Customer:

The party which enters into an agreement with Kaboom Animation festival.

#### Event:

A public or private event such as, but not limited to, an artistic performance, a film screening, a workshop, an exhibition, a VR experience, game or live event.

#### General Terms and Conditions:

These general terms and conditions of Kaboom Animation Festival.

#### Kaboom Animation Festival:

The party with whom you as a Customer enter into an Agreement, namely Stichting Kaboom Animation Festival, established in Amsterdam.

#### Location:

The place where the Event happens.

#### Offer:

Every offer made to the Customer by Kaboom Animation Festival with the intention to close an agreement.

#### Other Product:

All products and services other than Tickets, provided by Kaboom Animation Festival including but not limited to overnight stay, travel service and merchandise.

#### Parties:

Both the Customer and Kaboom Animation Festival.

#### Ticket:

Proof of admission to an Event including tickets for a single event, for multiple events, festival passes, day passes, industry passes and all other proof of admission offered through our online ticketing service or box office. A ticket is supplied by or on behalf of Kaboom Animation Festival and can be a document, a unique barcode or QR code (in your online account) and/or can be loaded on a personal accreditation badge the Customer collects from the box office.

## **Article 1 Applicability**

- 1.1 These General Terms and Conditions apply to every Offer and every Agreement made between Parties by mail, email, online and/or at the box office and to every reservation made by the Customer through these channels.
- 1.2 General terms and conditions of Location holders, or parts thereof, may also apply to the Offers and Agreements made between parties. These terms and conditions can be obtained from the Location holders.
- 1.3 The applicability of any general terms and conditions by the customer is explicitly rejected.

## **Article 2 Offers and establishment of the Agreement**

- 2.1 All Offers by Kaboom Animation Festival are without obligation, unbinding and subject to limited seating. Programming and prices are subject to change and are not to be seen as Offer.
- 2.2 An Agreement between Parties is established at the time the payment from the Customer is confirmed by our payment service provider.
- 2.3 Kaboom Animation Festival confirms online Agreements by email, but is not responsible for the correct reception of this email by the Customer.
- 2.4 Once an Agreement is established, it cannot be cancelled, broken or changed in any way by the Customer.

## **Article 3 Methods of payment and reception of Tickets and Other Products**

- 3.1 Kaboom Animation Festival accepts the following methods of payment:
  - a) By MasterCard, Visa, PayPal and IDEAL for online payments.
  - b) By PIN transaction at the box office.
- 3.2 No other methods of payment are accepted unless specifically stated at the online check-out or at the box office.
- 3.3 Tickets paid for online will be received by the Customer by email and in their online account, where they remain available.
- 3.4 Other Products can be received by the Customer in the ways explicitly mentioned by Kaboom Animation Festival before online payment or, if paid for at the box office, by the ways mentioned at the box office.

## **Article 4 Tickets and reservations**

- 4.1 A ticket is supplied once and gives access to one person.
- 4.2 Tickets cannot be returned.
- 4.3 The Customer is responsible for a secure reception of Tickets that are sent by email.
- 4.4 Tickets are and remain property of Kaboom Animation Festival. Tickets give the holder the right to attend the Event for which they were acquired.
- 4.5 Without prior authorization by Kaboom Animation Festival, Customers are not allowed to resell the Tickets to third parties in any way, commercial or otherwise, direct or indirect or make an offer for such resale.
- 4.6 The Customer who passes his Ticket on without consideration to a third party is obliged to impose onto this third party the same obligations that were imposed on him/herself by the General Terms and Conditions and guarantees Kaboom Animation Festival that this party will fulfill these obligations.
- 4.7 Kaboom Animation Festival reserves the right to deny reservations or sales to Customers not complying with these terms and conditions.
- 4.7 Kaboom Animation Festival reserves the right to cancel reservations in case of the cancellation of an event. In this case, Kaboom Animation Festival will contact Customer to offer a fittings solution (free entry to an alternative event or restitution).

## **Article 5 Liability**

- 5.1 If and insofar an Event is cancelled by Kaboom Animation Festival or by the holder of the Location, Kaboom Animation Festival will never refund more than the cost of the Ticket or Other Product affected by the cancellation, provided the Customer provides proof of purchase. Any extra costs paid directly or indirectly by the Customer to Kaboom Animation Festival or to third parties will not be refunded.
- 5.2 If Kaboom Animation Festival cannot fulfill all or part of her obligations to a Customer as a result of force majeure, the Agreement will be rescinded without compensation for neither party.
- 5.3 Force majeure includes war, terrorist threat, threat of war, riots, epidemics, measures by national or foreign governments, strikes, fire, sabotage, failure of and damage to equipment and control systems, disruption of transport systems, flooding, power cuts and generally every unforeseen circumstance under which Kaboom Animation Festival considers it unreasonable to maintain the Agreement.
- 5.4 From the moment a Ticket is made available to the Customer, Kaboom Animation Festival is not liable for any costs arising from any loss, theft, misuse or damage of the Ticket.
- 5.5 Kaboom Animation Festival is not liable for the sale and delivery of a Ticket or Other Product, not fully handled by Kaboom Animation Festival and/or the partners designated by Kaboom Animation Festival.

## **Article 6 Intellectual property**

- 6.1 All intellectual property rights related to the name, logos, promotional texts and music, and format of Kaboom Animation Festival rest with Kaboom Animation Festival. No reproduction, communication to the public, making available to the public or distribution is allowed under any circumstances without prior written permission from Kaboom Animation Festival.
- 6.2 All intellectual property rights related to any design or content of communications, publications and events by Kaboom Animation Festival may rest with relations of Kaboom Animation Festival. No reproduction, communication to the public, making available to the public or distribution of this content or parts thereof is allowed under any circumstances without prior written permission from the right holders.
- 6.3 Kaboom Animation Festival and/or the holders of Locations may make visual and/or sound recordings at any time before, during and/or after an Event. Customers and other visitors declare to be familiar with this and waive the right to resist against the the use of his/her portrait / resemblance, reproduction and publicity of these recordings for publicity purposes by Kaboom Animation Festival and/or the holders of Locations.

## **Article 7 Rules of conduct**

- 7.1 All staff, contractors and volunteers (hereafter indicated as 'staff') and partners, guests and visitors (hereafter indicated as 'guests') who either work for or are attending the festival must adhere to its Code of Conduct. This Code of Conduct is also to be found on the Kaboom Animation Festival website. The Code of Conduct is updated annually.
- 7.2 This code outlines a set of norms, rules and responsibilities that apply to any individual present at Kaboom Animation Festival. We expect all parties to have taken knowledge of this code, either by signing an agreement whilst buying tickets, signing an agreement before starting work (volunteers/staff) or by reading this publication on our website. Questions relating to the content on this code can be directed to the organisation.

7.3 Kaboom has a zero-tolerance policy towards any kind of discriminating or threatening behaviour. Demeaning, discriminatory or harassing behaviour or speech will not be tolerated. This includes comments related to:

- age
- gender identity
- sexual orientation
- race (colour, ethnicity, nationality)
- religion
- (dis-)ability or impairment
- physical appearance
- educational background
- socio-economic background
- political convictions
- language

The zero-tolerance policy indicates that the festival retains the right to act against individuals that display discriminatory or threatening actions against others. Consequences such as a (formal) warning, denied access to continue participation in the festival or further legal actions might follow should undesirable behaviour persist despite warning. This will be assessed on a case-by-case basis.

7.4 We expect all participants of the festival to be mindful and treat each other with respect, dignity and integrity. This goes amongst staff members, amongst guests and between staff and guests. Be respectful of others, their views and opinions. We are committed to a positive (work-) environment and take responsibility by addressing all cases of misconduct and by showing support for each other. We expect all people present at the festival to take the responsibility to report any misconduct or undesirable behaviour to the festival management (business or artistic director, head of department or person of trust). Kaboom management will address all notifications or reports of misconduct or undesirable behaviour. Undesirable behaviour includes (but is not limited to):

#### 1. Undesirable sexual behaviour

With undesirable sexual behaviour we mean all sexual acts that take place without consent from the other (harassment). This can be both verbal and non-verbal or physical in nature. Examples are sexual comments, unwanted physical contact or rape. This also includes denying someone advantages because of refusing sexual solicitation. Sexual harassment is illegal, and an investigation will be conducted to investigate any accusations.

#### 2. Intimidation and bullying

This means any form of intimidating behaviour by one or more staff members or guests directed against a single staff member or guest. This could mean willingly sabotaging or publicly ridiculing or mocking someone's work, commenting in a denigrating manner on someone's personal background, putting improper pressure on a fellow staff member or guest to do or say something or spreading rumours about someone's personal life.

#### 3. Discrimination

Discriminating behaviour or speech is understood to mean treating a person differently from another person based on none other than on the grounds of religion, philosophy of

life, political affiliation, race, gender, nationality, sexual orientation, marital status, age, disability or health, or on any other grounds as referred to in Article 1 of the Constitution. Kaboom treats all individuals equally and expect staff and guests who are doing business with the organisation to do the same.

#### 4. Aggressive behaviour

Workplace violence is defined as the attempted or actual exercise of physical force against an individual in the workplace that could cause discomfort, pain or injury. Professional or personal conflicts are dealt with in a manner that is mature and open, with respect for the other and their opinion and experience.

#### 5. Abuse of a dominant position

In hierarchical relationships and dealings with the other, we exclusively act in the interest of the company and do not allow ourselves to be guided by personal interests. Staff in no way abuse their position to realise personal or business goals. The (appearance) of abuse of a dominant position arises, amongst other things, when a supervisor manipulates his or her position to the detriment of an employee.

7.5 In case you are feeling mentally or physically threatened, discriminated against, harassed, intimidated or otherwise unsafe, there are several ways to report or discuss (also anonymously) the situation in which you find yourself.

For mild cases, address the staff member or guest on their behaviour directly (if this is comfortable in the situation). The person of trust or management of the festival can assist with this if necessary. Staff members of the festival are expected to set an example and step in should they observe any undesirable behaviour towards their colleagues or guests. If you (think you) see anyone experiencing unwanted behaviour, reach out and support them.

For more grave cases, staff members should contact their head of department or person of trust. Guests can reach out to the organisation through volunteers or staff members. They will support you together with a festival director, head of department or the person of trust from the organisation that can help you report your complaint.

7.6 Complaints should include the following information when available:

- Name of individual allegedly experiencing harassment, discrimination and/or violence, title and contact information
- Name, title and contact information of those involved, including the accused and witnesses.
- Details of alleged incidents including date(s), location and specific behaviour, including any supporting materials and/or evidence relevant to the complaint.

7.7 A process for investigating claims and determining outcomes may vary based on the allegations. However, it will be clear to the individuals at the start of the investigation:

- Who will conduct investigation
- Who will be interviewed during the investigation (should include both the alleged victim, the accused, and any witnesses)
- The right of the investigator to collect documents and evidence and the obligation of the investigator to document all interactions
- A clear timeline for the investigation

- Anti-retaliation clause which states consequences for any retaliation against the accuser or investigator
- The promise of a final report with all findings and corrective action presented in writing to both the alleged victim and the accused within an x-amount of days of the conclusion of the investigation

7.8 Together we (staff and guests) are responsible for the integrity of the Kaboom Animation Festival. Confidentiality is key in this chain: both staff members and guests should never share information with parties other than those involved in the case.

**Article 8 Additional conditions**

- 8.1 These general terms and conditions and every agreement established between the Customer and Kaboom Animation Festival are governed and construed in accordance with the laws of the Netherlands. Disputes concerning these general terms and conditions or an agreement between the Customer and Kaboom Animation Festival shall be brought before the competent court in Amsterdam or Midden-Nederland.
- 8.2 The nullity or annulment of any part of these general terms and conditions or any part of the Agreement does not affect the validity of other parts thereof.
- 8.3 Complaints related to goods or services of Kaboom Animation Festival must be communicated in writing to [info@kaboomfestival.nl](mailto:info@kaboomfestival.nl). The complainant will receive an answer latest within six weeks from the receipt of the complaint.

May 2023