

# 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 checkout 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 cancelation 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 While attending the Event and/or while present on the Location, the Customer and any other visitor must follow these rules of conduct at any time, as well as the rules of conduct of the location holder.
- 7.2 The Customer and or any other visitor is obliged, if requested, to cooperate in a body search by Kaboom Animation Festival or by the Location holder, while entering or attending an Event.
- 7.3 It is not allowed to bring and/or carry photographic, film, sound or any other recording equipment at the Location without prior written permission from Kaboom Animation Festival and/or to record an Event in any manner, nor is it allowed to have a mobile phone switched on during an Event. Kaboom Animation Festival reserves the right to seize this equipment for the duration of the Event but accepts no liability whatsoever regarding the equipment it may have in possession.
- 7.4 It is forbidden to bring food, drink, glass containers, plastic bottles, cans, firework, weapons and/or dangerous objects to an Event and/or Location.
- 7.5 Kaboom Animation Festival and/or the holder of the Location can deny the Customer or other visitor access to an Event and/or Location if they have reason to believe that the Ticket they hold has not been obtained from Kaboom Animation Festival or from a sales agent authorized by Kaboom Animation Festival.

- 7.6 Kaboom Animation Festival and/or the holder of the Location can deny the Customer or other visitor access to an Event and/or Location if he/she arrives after the Event has started.
- 7.7 Kaboom Animation Festival and/or the holder of the Location reserve the right to deny further access to the Event and/or Location to Customers and other visitors who do not follow these rules of conduct.

**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.

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