



General Terms & Conditions

Yearcard DenkProducties

These general terms and conditions establish the rules for the registration and purchase of a yearcard for programs from DenkProducties and the conditions for participation in programs organized by DenkProducties and its affiliated companies.

These general terms and conditions were last modified on **April 1, 2024**.

Definitions

Agreement: means the agreement between you and DenkProducties regarding the online registration and purchase of a Yearcard, including these general terms and conditions for the yearcard;

Program: means all seminars, evening seminars, workshops, lectures, (digital) masterclasses, webinars, online events, and live events organized by DenkProducties B.V. that are accessible with the Yearcard;

Ticket: the document or electronic proof that serves as an admission ticket for an individual event;

Yearcard: a subscription that gives the holder access to various events organized by DenkProducties over the course of a year;

General Terms and Conditions: The specific conditions of DenkProducties applicable to the Yearcard and the events accessible with it;

DenkProducties: DenkProducties B.V. with its registered office at (1101 BB) Amsterdam, the Netherlands, Hoogoorddreef 73b, registered with the Chamber of Commerce under number: 34245851 and its affiliated companies;

VAT: Value Added Tax, as applicable to the purchase of the Yearcard and tickets;

Website: the websites of DenkProducties, including – but not limited to – <https://denkproducties.nl/>, <https://abforum.nl/>, and any other website used by DenkProducties at any time;

Participant: any legal entity or natural person who purchases a Yearcard or registers for an event through DenkProducties;



General Provisions

1. DenkProducties has provided you with these Yearcard General Terms and Conditions during the conclusion of the agreement. The General Terms and Conditions can be consulted via the website.
2. By purchasing a Yearcard, you accept and agree to these General Terms and Conditions. If you act on behalf of a company or other legal entity, you declare that you are authorized to bind such entity and its affiliates to these General Terms and Conditions, in which case the terms "you" or "your" will refer to such entity and all its affiliates.
3. By submitting your registration details, you agree that DenkProducties may contact you as necessary for the organization and administration of the program. If DenkProducties is unable to reach you and therefore cannot verify the details you provided on the order form, DenkProducties may cancel the reservation.
4. DenkProducties treats all personal data provided by participants to DenkProducties in accordance with applicable privacy laws and regulations. For more information on the use and security of personal data, see our privacy policy ('Privacy Statement').
5. If a provision of these General Terms and Conditions proves to be null and void or annulable, the remaining provisions of these General Terms and Conditions remain in full force and effect.
6. Deviations from these General Terms and Conditions are only valid when they have been agreed upon in writing between you and DenkProducties. The applicability of any purchase or other general terms and conditions of yours is expressly rejected, unless otherwise agreed in writing by DenkProducties. By purchasing a Yearcard, you agree to, and are bound by, these General Terms and Conditions.
7. DenkProducties reserves the right to unilaterally change the terms. Changes to these General Terms and Conditions become effective thirty (30) days after the day they are announced via the website and by email.

Prices, Invoicing and Payment

8. The listed prices for the Yearcard are exclusive of 21% VAT and must be paid including VAT unless otherwise stated. All prices are expressed in Euros unless specifically indicated in another currency.
9. Invoices for the purchase of a Yearcard are sent within 5 working days after the registration or purchase date to the invoice address you have provided. The obligation to pay arises at the moment of registration or purchase, regardless of the invoicing. Unless specifically agreed otherwise, invoices must be paid within 14 days of the invoice date, with no possibility for offset or discount.
10. If not explicitly agreed otherwise with DenkProducties, and if no payment has been received before the start of a program component, DenkProducties reserves the right to require online payment on the spot. There is no possibility to purchase Yearcards at the door of the program.
11. If payment is not made in a timely manner, you are in default immediately and without further notice of default. DenkProducties then has the right to proceed to the collection of the amount due without further announcement, charging a delay interest of 1.5% per month on the outstanding amount.
12. In addition to the principal sum and delay interest, you are also liable for extrajudicial and possibly judicial collection costs. These costs are in accordance with the legal provisions regarding collection fees and include the actual costs of the collection agency, being €40.00 plus at least 15% of the principal sum.
13. In the event of non-payment or late payment, or failure to properly fulfill any obligation, DenkProducties has the right to suspend the delivery of further services or the fulfillment of its obligations without prior notice. This does not affect our right to compensation for all direct, indirect, and consequential damage, including lost profits, in addition to all other legal rights that accrue to us.
14. We are entitled at any time, even after the agreement has been concluded, to demand advance payment, cash payment, or security for your payment. If you fail to comply, we are entitled to suspend further deliveries or the fulfillment of our obligations without prior notice of default, without prejudice to our right to compensation for the damage referred to in Article 13 and without prejudice to all other legal rights entitled to us.
15. DenkProducties reserves the right to cancel your Yearcard if you do not meet the payment deadline.

16. DenkProducties reserves the right to adjust the price of the Yearcard annually. For the renewal of the Yearcard after the expiration of the initial period of 365 days, the cardholder must explicitly agree to any price adjustments.

Access, Cancellation and Transfer Policy

17. The Yearcard grants the holder, from the start date, access for 365 days to all seminars and masterclasses offered by DenkProducties. Registration for seminar participation is required via the Yearcard's voucher code on the registration page of the respective seminar.
18. The Yearcard is personal but may be loaned within the company or to relations. There is one seat available per seminar per Yearcard.
19. The Yearcard provides the holder, during its validity, exclusive access to digital content and events specifically organized for Yearcard holders. This exclusive content includes, but is not limited to, (digital) seminars, masterclasses, and special publications that are only accessible to Yearcard holders.
20. In case a Yearcard holder is unable to attend a seminar or masterclass within the validity period of the Yearcard, we offer the option to designate a substitute to participate in the seminar on their behalf. It is important to note that rolling over participation to another seminar outside the validity period of the Yearcard is not possible.
21. For the transfer of the Yearcard (the subscription) to another person, a digital written request must be sent to jaarkaart@denkproducties.nl. Only requests submitted through this email address will be processed.
22. The Yearcard cannot be canceled midway. The validity of the Yearcard automatically expires after 365 days from the activation date, unless the cardholder requests an extension before the end of this period. DenkProducties will not automatically renew the Yearcard without the consent of the cardholder.
23. In case of suspected improper use of the Yearcard voucher code, such as unauthorized sharing of the code allowing third parties to register for seminars, this must be reported immediately to jaarkaart@denkproducties.nl. DenkProducties will take appropriate measures to prevent abuse and may provide a new code to the rightful cardholder.

24. Yearcard holders are not allowed to commercially resell the Yearcard or misuse it in any other way. Violation of this rule may lead to the withdrawal of the Yearcard without the right to a refund.

Force Majeure and Safety

25. DenkProducties reserves the right to cancel, move, or replace seminars and masterclasses. In case of cancellation, DenkProducties offers access to an alternative event or an online seminar as a replacement.

DenkProducties is not liable for indirect damage, such as lost profits or missed business opportunities, as a result of changes or cancellations of events. No refund will be provided if the event is moved or replaced.

26. In case of force majeure, DenkProducties reserves the right to cancel an event. As an alternative to cancellation, DenkProducties has the option to extend the validity of the Yearcard, giving participants the opportunity to make up for the cancelled session at a later date. This ensures that the number of seminars and masterclasses agreed upon at the purchase of the Yearcard is still offered.

27. DenkProducties may make changes to an event if there are valid reasons for doing so, for example, if a speaker is unable to attend. Although speakers and topics are confirmed at the time of publication, unforeseen circumstances may necessitate changes, substitutions, or cancellations of speakers and/or topics. DenkProducties therefore reserves the right to make changes to the scheduled programs at any time, without any liability to participants.

28. DenkProducties is not responsible for any expenditure, loss, or damage as a result of the replacement, alteration, cancellation, or postponement of an event.

29. In line with Dutch law and official regulations for organizing events, DenkProducties reserves the right to require participants in our programs to comply with the health and safety measures in effect at the time. This may include, but is not limited to, showing COVID passports, test proofs, vaccination proofs, or other documentation, as well as complying with any future regulations or measures set by the national government to protect public health at events. DenkProducties actively follows the guidelines of relevant authorities to ensure the health and safety of all participants.

30. DenkProducties reserves the right to refuse access to the program to anyone who behaves in a manner that DenkProducties deems unacceptable, or in violation of the house rules of the respective venue, the code of conduct, or any other condition.



Copyright and Intellectual Property

31. The texts, trademarks, logos, images, graphics, photos, video files, or any other digital media, as well as the products and services offered through our sites and their arrangement on our sites ("Company Intellectual Property") are protected by patents, copyrights, trademarks, and other intellectual property rights. The Company Intellectual Property may not be copied for commercial use or distribution, nor may the Company Intellectual Property be modified, processed, or reposted on other websites for commercial purposes without our prior written consent.
32. Participants may only download, store, or publish material made available by DenkProducties or by our authorized third parties for personal use or share according to the specific instructions provided with that material. However, without prior written permission from DenkProducties, it is not allowed to reproduce, distribute, or in any other way reuse any other material that is offered within our services or published by authorized third parties.
33. A program may be filmed and recorded by audiovisual or electronic means or photographed (including images or photos of individuals or groups of visitors), and you must inform the DenkProducties team at the registration desk if you do not wish to be included in any individual or group images or photos.
34. DenkProducties, and any organization that has received our permission, may use and distribute footage and photos from events, which you may appear in, everywhere in the world and forever. They may do this through all types of media (such as social media) for things such as advertising, creating awareness, reporting, and other ways related to the use of these images and photos.
35. Notwithstanding any provision to the contrary, you will not make any claims for compensation or benefits or have any claim, including, but not limited to, claims based on violations of privacy, defamation, or the right to publicity, arising from any use, modification, blurring, distortion, or use in composite form of your name, image, photo, voice, or likeness in connection with such footage or photos.

Liability and Applicable Law

36. Yearcard holders are responsible for arranging appropriate insurance in connection with their participation in the program. DenkProducties is only liable for direct damage caused by intentional misconduct or gross

negligence on its part. The total liability of DenkProducties never exceeds the total purchase amount of the ticket for the program.

37. Any disputes that may arise from agreements to which these conditions apply will be exclusively adjudicated by the competent court in Amsterdam. All transactions are exclusively governed by Dutch law.
38. The organization and execution of programs, as well as the preparation of the teaching materials, are carried out to the best of DenkProducties B.V. 's ability. However, we cannot guarantee the absence of inaccuracies or incompleteness in the teaching materials or the information presented during the course, workshop, seminar, training, congress, masterclass, or conference. As such, we accept no liability whatsoever.
39. Participation in the programs is at the participant's and client's own risk. DenkProducties B.V. therefore accepts no liability for any loss, theft, or damage to the properties of the participant(s) or client, nor for any personal injury incurred during the program.
40. Actions taken by the client or participant as a result of (the content of) the program as well as the course material, are entirely at the risk of the client and the participant(s). DenkProducties B.V. is, except in cases of intent or gross negligence, not liable for any type of damage, direct or indirect, that results for the client or participant(s) from actions taken in response to (the content of) the program or the course material.
41. The burden of proof regarding any alleged liability of DenkProducties B.V. rests with the participant, which is accepted by the latter.