

General Terms & Conditions Programs DenkProducties

These general terms and conditions establish the rules for the registration and purchase of tickets 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 ticket for a program, including these general terms and conditions;

Program: means all seminars, evening seminars, workshops, lectures, (digital) masterclasses, webinars, online events, and live events to be organized by DenkProducties B.V.;

Ticket: the document that serves as an admission ticket for a program, including electronic admission tickets;

General Terms and Conditions: The general terms and conditions of DenkProducties for programs;

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;

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: means any legal entity or natural person who enters into an agreement with DenkProducties by purchasing a ticket and/or registering for a program.



General Provisions

1. DenkProducties has provided you with these General Terms and Conditions during the conclusion of the agreement. The General Terms and Conditions can be consulted via the website.
2. By purchasing one of our products and services, 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 ticket or registering for a program, 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 prices indicated for tickets and programs 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 tickets or subscriptions will be 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 settlement or discount allowed.
10. Unless explicitly agreed otherwise with DenkProducties, and if no payment is received before the start of the program, DenkProducties reserves the right to require online payment on the spot. There is no possibility to purchase admission tickets at the door of the program.
11. In case of late payment, you are immediately in default without any further notice of default being required. 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 comply with the legal provisions on collection costs and include the actual costs of the collection agency, being €40.00 plus a minimum of 15% of the principal sum.
13. In case of non-payment or late payment, or failure to properly fulfill any obligation, DenkProducties has the right to cease the delivery of further services or suspend the performance of its obligations without prior announcement. This leaves our right to compensation for all direct, indirect, and consequential damage, including lost profits, unaffected, in addition to all other legal rights entitled to us.
14. We are at all times entitled to demand advance payment, cash payment, or security for the payment from you even after the agreement has been concluded. If you fail to comply, we are entitled to stop further deliveries or suspend the performance of our obligations without prior notice of default, without prejudice to our right to compensation for damages as mentioned in Article 13 and all other legal rights entitled to us.
15. DenkProducties reserves the right to cancel your ticket if you fail to meet the payment deadline.

Cancellation and Transfer Policy

16. Tickets for our programs are personal and not transferable, unless previously agreed upon by reporting the transfer via email to customercare@denkproducties.nl with the full name, email address, and company details of the substitute.
17. Customers have the right to cancel their purchase within a period of 30 days from the date the order was placed. However, cancellations are not accepted if requested less than 30 days before the start of the event:
 - Cancellations must be submitted in writing. Failing to pay an invoice does not count as a cancellation.
 - It is possible to transfer the ticket to a third party. The contact details of the new participant must be provided to DenkProducties at least 30 days before the start of the event. Changing the person or organization responsible for payment is not possible.
18. Tickets may not be resold or transferred for commercial gain. If detected, the ticket will be canceled without refund.

Force Majeure and Safety

19. In the event of unforeseen circumstances or force majeure, DenkProducties reserves the right to make changes to the date and time of all parts of the program. No refunds will be provided if the program is moved or changed.
20. In case of force majeure, DenkProducties also has the right to cancel the program. In this case, a full refund will be provided.
21. If the number of participants for a program is below the minimum number set by DenkProducties, DenkProducties reserves the right to move the program to a later date instead of canceling it. In the event of such a move, there will be no refund of the invoice amount. If relocation is not possible and DenkProducties decides to cancel the program, the option will be offered to register for another program or, in the absence thereof, the invoice amount will be credited or refunded.
22. DenkProducties may make changes to the program 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 program at any time, without any liability to participants.

23. DenkProducties is not responsible for any expenditure, loss, or damage as a result of the replacement, alteration, cancellation, or postponement of a program.
24. In accordance 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.
25. 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

26. 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.
27. 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.
28. 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.

29. 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.
30. 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

31. Participants 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.
32. 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.
33. 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.
34. 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.
35. 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.

36. The burden of proof regarding any alleged liability of DenkProducties B.V. rests with the participant, which is accepted by the latter.