



Terms & Conditions Dutch Juggling Convention

May 26-29, 2022, Wijk bij Duurstede

1 Definitions

- 1.1 **Terms & Conditions:** the Terms & Conditions, this document in its completeness.
- 1.2 **Festival:** The 30th edition of the Dutch Juggling Convention (Nederlands Jongleerfestival), which takes place from May 26th to 29th 2022 in Wijk bij Duurstede.
- 1.3 **NJF:** Stichting Nederlands Jongleerfestival, and all persons that are by them declared as responsible organizers of the **festival**.
- 1.4 **Visitor:** A person who is in possession of a valid **ticket** in his/her name and/or a registered **wristband**.
- 1.5 **Ticket:** The personal reservation that can be made in advance of the **festival** via the **sales channels**, and that can be exchanged for a **wristband** at a designated counter on the **festival site**.
- 1.6 **Wristband:** The wristband that the **visitor** receives after registering at a designated counter on the **festival site**, which allows the **visitor** to access (certain parts of) the **festival site** and (part of) the activities in the **timetable**.
- 1.7 **Merchandise:** Products, such as T-shirts, hoodies and cotton bags, which are printed/embroidered/engraved with the **festival** logo and offered through the **sales channels** by the **NJF** to **visitors**.
- 1.8 **Festival products:** the products related to the **festival**, as offered to and purchased by the **visitor** through the **sales channels**. This includes the **tickets**, the **wrist bands**, and the merchandise offered by the **NJF** to **visitors** prior to and during the festival.
- 1.9 **Sales Channel:** An official way to purchase **festival products** from the **NJF**. This is done via the **festival website** and via a sales point intended for this purpose at the **festival site**.
- 1.10 **Agreement:** the agreement between the **NJF** and the **visitor** for the purchase of **festival products**. This agreement consists of these **terms & conditions**, the purchase confirmation and all terms referenced in this **terms & conditions**.
- 1.11 **Festival Site:** The place where the **festival** takes place. This includes the halls of the sports complex within the times that they are rented by the **NJF**, as well as all areas, spaces, fields etc. where activities scheduled in the **timetable** take place, within the times that they take place.
- 1.12 **Timetable:** The series of planned activities that will take place during the **festival**, as indicated on the **festival website** and in the booklet received by the **visitor** along with the **wristband**.
- 1.13 **Festival website:** The official website of the **festival**, nederlandsjongleerfestival.nl.
- 1.14 **House Rules:** When visiting the **festival**, the house rules as described in Section 11 apply to all **visitors**. The **house rules** are an integral part of the **terms & conditions** and are also displayed at the entrance of the **festival site**.

2 General Clauses

- 2.1 These **terms & conditions** apply to any **agreement** that is established between the **NJF** and the **visitor**.
- 2.2 The **visitor** is requested to accept these **terms & conditions** when establishing an **agreement** through the **sales channels**.
- 2.3 If **festival products** are purchased for others, it is the buyers sole responsibility to inform those people about these **terms & conditions**, and to obtain their agreement prior to the purchase.
- 2.4 The **visitor** is obliged to comply with the regulations (including **house rules**) and/or instructions of the **NJF**, the operators of the event location, the order personnel (security), the fire service and other authorized persons.

2.5 The **NJF** can change these **terms & conditions** in whole or in part at any time. The **NJF** should post an announcement about this on the **festival website** and send out an email about this to the currently registered **visitors**.

3 Festival Products

3.1 **Festival products** can only be purchased through the **sales channels**. **Festival products** obtained in any other way (by somehow circumventing the procedure prescribed on the **festival website**) are not considered valid by the **NJF**. The **NJF** reserves the right to deny the holder of an invalid **wristband** access to the **festival**.

3.2 An **agreement** between the **NJF** and a **visitor** is instantiated when the **visitor** buys (a) **festival product(s)** through a **sales channel**, and has been established when the amount due for the purchased product(s) has been paid.

3.3 Starting at the moment that an **agreement** is established, any risk of loss, theft, damage or misuse of the purchased **festival product(s)** rests on the **visitor**.

4 Tickets and wristbands

4.1 **Visitors** whose age is younger than 18 on the festival's start date, must provide written permission from a parent/guardian to the **NJF**. The way in which this should be delivered is communicated by the **NJF** via the **sales channels**, and in the email that each **visitor** receives after purchasing a **ticket**. Only after approval of the completed form by the **NJF** can the **visitor** receive a **wristband**.

4.2 For the purpose of age verification, the **visitor** is required to show proof of identity when collecting the **wristband**, in case this is requested by the **NJF**.

4.3 The **NJF** reserves the right to make a maximum number of **entrance tickets** available.

4.4 A **wristband** is personal and may not be sold or provided to third parties in any way. The **NJF** reserves the right at all times to deny a person access to the **festival site** in case of invalid tickets.

4.5 The **NJF** reserves the right to verify the identity of anyone present on or entering the **festival site**, or to have it checked by designated representatives. If you are not able to identify yourself or if the name displayed on your **ticket** does not match your identity as stated on the proof of identity, the **visitor** will be refused access to the **festival site**. A valid method of identification can be an ID card, passport or driver's license.

4.6 Upon arrival at the **festival site**, the **visitor** receives a **wristband** on presentation of a valid **ticket** and, if requested, a valid proof of identity. This **wristband** must be worn on the wrist or ankle for the entire duration of the **festival** and should not be taken off or transferred to another person. The **wristband** must be shown at request of the **NJF**, the police and/or other authorities.

4.7 The **NJF** can cancel or postpone the **festival** in case of force majeure or if the **NJF** has another demonstrable compelling reason to cancel or postpone the **festival**. Force majeure includes: acts of nature, unavoidable accident, fire, strike or other industrial conflicts, war or threat of war, act of public enemy, act of terrorism or threat thereof, riot or civil commotion, state of emergency, proclamation, rule, order or act of any government or government instrument, the failure of technical facilities, epidemic, interruption or significant delay or failure of technical facilities, or the failure or significant delay of necessary transportation services.

4.8 If the **festival** is canceled by the **NJF** as a result of or in connection with force majeure, the **NJF** will only be obliged to refund the fee stated on the **ticket** of a **visitor**, regardless of what price the customer paid for the **ticket**. Refunds will be made no later than twelve weeks after the cancellation date. Service costs or other damage will not be reimbursed. Nor can the **visitor** claim access for another event as a replacement.

5 Merchandise

5.1 An **agreement** for purchasing **merchandise** can be established through the **sales channels**. The transfer of the physical **merchandise** product from the **NJF** to the **visitor** takes place at a designated counter at the **festival site**.

5.2 The purchase of **merchandise** is personal. Purchased products can only be picked up by the **visitor** who has established the **agreement** via the **sales channels**. The **visitor** must therefore identify him- or herself with a valid proof of identity, when requested by the **NJF** at the moment of transferring the **merchandise**.

5.3 The **NJF** can stop or cancel the sale of **merchandise** products at any time, even if one or more **agreements** have already been established. In case products are canceled for which an **agreement** has already been established, the relevant **visitor(s)** receive(s) a full refund of the purchased product(s) within twelve days after cancellation. This situation can occur when agreements between the **NJF** and its **merchandise** supplier can not be fulfilled. This is the case, for example, if the supplier is unable to deliver the ordered products to **NJF**, or if the number of products ordered by **visitors** is too low to take them into production.

5.4 The designs of **merchandise** products are displayed on the **festival website** and on the **sales channels**. The **NJF** bears the responsibility that the examples shown represent as well as possible what the products offered will look like in reality. If the products, when handed over to the **visitor**, deviate to a limited extent from the example as shown on the **festival website** and **sales channels**, this will not lead to a (partial) refund. In the event of a major deviation, such as delivery in a wrong color or size, the **NJF** must refund the purchase price or offer a replacement **merchandise** product.

6 The festival site

6.1 If the **ticket** purchased by a **visitor** contains one or more overnight stays, the **visitor** can spend the night with a tent or caravan/camper on the designated camping site. This site is classified according to the standards set by the fire service and will not be deviated from. In the event that a tent, camper or caravan is placed outside the designated locations, the **NJF** will oblige the owner(s) to move it to a location that is intended for this.

6.2 **Visitors** must at all times adhere to the **house rules** and instructions of the **NJF** and authorities. If the **NJF** deems this reasonably necessary to maintain peace and order during the **festival**, or in case of non-compliance with the (house) rules, the **NJF** has the right to deny or withdraw the **visitor's** access to the **festival** and/or remove the **visitor** from the **festival site**.

6.3 It is not allowed to bring animals on to the **festival site**, with the exception of service dogs on duty.

6.4 **Visitors** are not allowed to carry drugs, fireworks, (fire) weapons and/or dangerous objects on the **festival site**. If a **visitor** does carry one of these items, this will lead to confiscation of the items by the **NJF**. Illegal items will be handed over to the police.

6.5 The **NJF** is not liable for damage, theft or other accidents with vehicles or persons in the parking lot belonging to the **festival site**. These parking spaces are always used at own risk.

6.6 Smoking, including all smoking materials, is not permitted in tents and (temporary) buildings, with the exception of any designated smoking areas. Any fine(s) imposed on the **NJF** as a result of violation of this rule by the **visitor** will be charged to the **visitor**.

6.7 The **NJF** requests that the **visitors** be kind to the volunteers of the **festival** at all times. If the **visitors** fail to do so, the **NJF** retains the right to put a donkey's hat on them.

6.8 It is not allowed to make fire(s) on the **festival site**.

6.9 It is not allowed to cause excessive noise after 22:00 on all grounds, spaces and fields around the **festival site**.

6.10 It is not allowed for **visitors** younger than 18 years to consume or carry alcohol and/or tobacco on the **festival site**. The **wristband** that every **visitor** should wear on the wrist or ankle also acts as an indication of the age of the **visitor**.

6.11 If a **visitor** does not comply with these **conditions**, access to the **festival site** can be immediately refused or removed. No refund will be made unless otherwise agreed.

6.12 The **NJF** reserves the right to deny a **visitor** access to multiple editions of the **festival** or other events organized by the **NJF**, depending on of the nature of non-compliance with these **terms & conditions** (for example, if you sell drugs at the **festival**).

7 The timetable

7.1 The **NJF** may find itself forced to change or modify the **timetable** and/or to close parts of the **festival site**. In that case, the **wristband** will remain valid and no **tickets** will be refunded or exchanged.

7.2 The **NJF** should strive for the **timetable** to be executed as much as possible according to the announced time schedule. The **visitor** is expected to keep track of times and changes of the **timetable** via the **festival website**.

8 Liability

8.1 The **NJF** is only liable for damage that is directly and exclusively the result of a violation by (representatives of) the **NJF**. Consequential damage and willful damage caused by recklessness behavior on the part of the injured party will be excluded from compensation.

8.2 **Visitors** enter the **festival site** and attend the **festival** at their own risk. The **NJF** is not liable for loss of, theft of and/or damage to visitors' possessions, consequential damage and immaterial damage.

8.3 The **NJF** is not liable or responsible for hearing damage, facial damage and other physical disorders that may be related to visiting the **festival**.

9 Personal data

9.1 The **NJF** processes personal data of **visitors** in accordance with the “Wet bescherming persoonsgegevens”.

9.2 Image and/or sound recordings may be made of the **festival** and the **visitors**, and may be multiplied or published. When establishing an **agreement**, the **visitor** grants unconditional permission to acquire the aforementioned recordings and to exploit them without the **NJF** or third parties owing any compensation to the **visitor**. The **visitor** hereby transfers any copyright and/or portrait rights to the **NJF**. Furthermore, the **visitor** irrevocably waives the right to invoke his/her personality rights.

10 Covid-19

10.1 **Visitors** must adhere to the Corona rules for events established by the Dutch government.

10.2 The **NJF** will enable all **visitors** and other attendees of the **festival** to adhere to the Corona rules for events, by arranging the **festival site** and the **timetable** accordingly.

11 House rules

11.1 Tickets and admission

- **Tickets** and **wristbands** are not refundable or exchangeable.
- In case of loss or theft of **tickets** and/or **wristbands**, these will not be replaced or refunded.
- **Visitors** younger than 16 years are only admitted to the **festival site** if they are accompanied by a designated companion (with a minimum age of 18 years) approved by their parents.
- The **NJF** reserves the right to verify the identity of the **visitor** when checking the **ticket** and/or **wristband**. If you cannot present a valid proof of identity, security is authorized to deny you access to the **festival site**. The following are considered valid identification documents: identity card, passport or driver’s license. Copies are not accepted.
- **Tickets** and **wristbands** may not be used for commercial or promotional purposes without explicit prior permission from **NJF**.
- **Tickets** and **wristband** may only be resold without the explicit written permission of **NJF**. **Tickets** that are resold without this explicit written permission do not grant the owner access to the **festival site**.
- Changes to the **timetable** do not lead to a full or partial refund of the **ticket**.
- Access to the **festival site** can be refused and **visitors** can be removed from the **festival site** (without entitlement to a refund of the entrance fee) if a **visitor**:
 - is under the influence of alcohol or drugs;
 - is in possession of drugs or is dealing drugs;
 - was previously denied access to other events by the **NJF** or other authorities;
 - displays or wears clothing that is clearly aimed at disturbing peace, provoking or inciting violence, hatred, anger, discrimination, etc;
 - endangers the lives of other visitors;
 - is in possession of prohibited items;
 - refuses to follow instructions from security personnel or other authorities;
 - refuses or fails to comply with the general **terms & conditions**.

11.2 Security

- For security reasons, the **NJF** reserves the right:
 - to pause or stop the **festival**;
 - to prevent **visitors** from leaving the **festival site** until further notice;
 - to ask **visitors** to leave the **festival site**;
 - to deny **visitors** access to the **festival site**, even if they have a valid **ticket** or **wristband**.
- **visitors** of the **festival** are not allowed:
 - to climb on tents, fences, or other structures on the **festival site**;
 - to block entrances, exits and emergency exits;
 - to disguise themselves so that they are unrecognizable with the intention of disturbing the peace or endangering the safety of the other visitors;
 - to sell food, drink or other products without the explicit permission of the **NJF**;
 - to smoke in places where it is prohibited;
 - to urinate in public;
 - to knock down, tear down, or destroy decorations;
 - to steal decorations or other material owned by the **NJF**.

- to make fire;
- The following items are prohibited on the **festival site**:
 - objects of which the **NJF** and/or the security personnel have found to pose a risk to the other visitors of the **festival**;
 - projectiles or explosives in solid, liquid or gaseous form;
 - weapons;
 - banners or objects with discriminatory and/or provocative texts or expressions that can be used to disturb the peace, or which can endanger the safety of the crowd and/or cause injury or damage to persons and property;
 - animals (excluding service dogs);

11.3 Force Majeure

- The **NJF** can cancel or postpone the **festival** in case of force majeure or if the **NJF** has another demonstrable compelling reason to cancel or postpone the **festival**. Force majeure includes, but is not limited to: terrorist threats/attacks, bad weather conditions, strikes, fire, war, government intervention, pandemics, failure and/or delay of technical facilities, failure and/or delay of means of transport, etc.
- When the **NJF** is forced to close parts of the **festival site**, or to change parts of the **timetable** due to force majeure, this does not lead to a partial or full refund of the **ticket**.

12 Final Clauses

12.1 These **terms & conditions** are governed by Dutch law.

12.2 If any clause of these **terms & conditions**, or any part thereof, is declared invalid or unenforceable, the remaining clauses of these **terms & conditions** or the remainder of that clause shall remain in full force and effect. The clause is automatically replaced by a valid clause that approaches the invalid clause as closely as possible.

12.3 Any disputes, of whatever nature, that arise between a **visitor** and the **NJF** as a result of (the use or application of) these **terms & conditions** and/or related to the **agreement**, are submitted exclusively to the competent court.

13 Sudoku

13.1 Each **visitor** who submits the solution of this sudoku via email to 2022@nederlandsjongleerfestival.nl, competes for a place in the high scores on the **festival website**.

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