

IFFG Terms and Conditions

Hereunder is found the explanation of the general terms and conditions that apply to all products of the International Film Festival Gorinchem.

Article 1: definition

1.1.

In these general terms and conditions, the following terms (both in singular and plural) will bear the following meanings:

a. general terms and conditions: these general terms and conditions of International Film Festival Gorinchem;

b. client: the party that enters into an agreement with International Film Festival Gorinchem;

c. event: the public or private event in which – by way of example, but not exclusively – a performance of an artistic nature is performed, including – but not limited to – a film performance, exhibition or live event;

d. location: the place where the event takes place;

e. organiser: the party responsible for the production and/ or organisation of the event;

f. agreement: the agreement between International Film Festival Gorinchem and you as the client to buy and deliver one of the products of International Film Festival Gorinchem;

g. parties: the designation of you as the client and International Film Festival Gorinchem together;

h. International Film Festival Gorinchem: the party that enters into an agreement with you as the client;

i. transaction number: unique number, linked to a specific purchase of the client

j. products: all products offered by International Film Festival Gorinchem, including tickets and all merchandise items.

k. ticket: the admission ticket to an event;

l. gift voucher: a physical or digital voucher with a unique code that can be entered on the website as a (partial) payment method when purchasing a ticket for a film screening of International Film Festival Gorinchem. This gift voucher is also redeemable at the pay points. All this in accordance with the other provisions in these general terms and conditions;

m. free pass: a free ticket from International Film Festival Gorinchem for special offers given to relations/partners with which a ticket can be purchased for one of the screenings of International Film Festival Gorinchem. All this in accordance with the other provisions in these general terms and conditions;

n. promotional codes: a promotional code can be entered on the website when purchasing a ticket for a film screening of International Film Festival Gorinchem. This promotion code is also redeemable at the pay points. All this in accordance with the other provisions in these general terms and conditions;

1.2.

These general terms and conditions apply to, and are an integral part of every purchase of products, both through the website and the box office of International Film Festival Gorinchem, which the client places at International Film Festival Gorinchem and on the resulting agreement.

1.3.

The general terms and conditions of the proprietor also apply to the agreement. In the event of a conflict between the provisions of the agreement or the present general terms

and conditions and the aforementioned conditions, the provisions of the agreement or the present general terms and conditions shall prevail. Copies of the general terms and conditions of the proprietors are available on request to the proprietor.

Article 2: payment methods

The following payment methods are possible:

A. When purchasing via the website of International Film Festival Gorinchem: iDEAL; The products must be received by e-mail.

B. By pin transaction at the pay points. If the products are paid for in advance at the checkout, the products will not be sent in advance by International Film Festival Gorinchem.

Article 3: conclusion of the agreement

3.1.

Method of conclusion of the agreement in case of payment by iDEAL:

A. Agreement is effective if and when International Film Festival Gorinchem (or authorisation of) has received the payment by the client;

B. If the agreement has been concluded via the website of International Film Festival Gorinchem, the agreement will be confirmed to the client by e-mail;

3.2.

It is not possible to make any changes or cancellations once the transaction has been completed.

Article 4: gift vouchers/festival vouchers

4.1.

If the client wishes to pay with a gift voucher or promotional code for their tickets, the purchase can take place via the website (via the code on the voucher) or at the festival pay points. Any remaining amount must be paid directly by the client.

4.2.

The client must report it to the cashier at the start of the transaction if he wishes to make (partial) use of a gift voucher or free card for the payment.

4.3.

The client is responsible for the shipment and receipt of the gift voucher or free tickets by International Film Festival Gorinchem at his own expense and risk. International Film Festival Gorinchem does not accept any liability in the case of missing gift vouchers or free tickets

4.4.

Gift vouchers or free tickets are never exchangeable for money, even in the event of bankruptcy of International Film Festival Gorinchem.

4.5.

The value of the gift voucher can only be redeemed in one go. It is not possible to use retained credit in a subsequent transaction.

Article 5: tickets

5.1.

The tickets delivered by International Film Festival Gorinchem are, and remain the property of International Film Festival Gorinchem; and are delivered by International Film Festival Gorinchem to the client under the conditions that it is never permitted without the prior written permission of International Film Festival Gorinchem:

a. to resell the tickets to third parties, or otherwise provide the tickets directly or indirectly to third parties in any other way in a commercial manner;

B. To offer the tickets in commercial capacity - in any way - or to refer to the tickets in any other way.

5.2.

International Film Festival Gorinchem reserves the right to refuse at any time reservations from customers who are suspected, or has been found guilty of the above prohibition.

5.3.

International Film Festival Gorinchem reserves the right, in the event that a maximum has been set for the number of tickets to be booked at events, to cancel reservations that exceed this maximum (above the maximum).

Article 6. IFFG Friends

6.1

A. The duration of the IFFG Friendship runs from the moment of payment/collection for at least 1 calendar year.

B. There is no way to deviate from the term laid down in Article 6.1.a and the corresponding membership cost.

c. This subscription is entered into until cancellation. Cancellation of membership should be done by e-mail to vrienden@iffg.nl. This e-mail must be sent before the start of the new membership year.

d. International Film Festival Gorinchem reserves the right to unilaterally change certain parts of this membership. In the event of unilateral change, International Film Festival Gorinchem will always inform the parties involved.

Article 7: liability

7.1.

If and insofar as the event is cancelled by the organizer or the proprietor, International Film Festival Gorinchem will only reimburse the client the ticket price or the subscription fees paid. Any additional costs paid by the client for the services of International Film Festival Gorinchem will not be reimbursed. In such cases, International Film Festival Gorinchem never accepts liability for any other costs and/or expenses incurred directly or indirectly.

7.2.

International Film Festival Gorinchem can never be held liable for damage resulting in death, injury or accidents caused to the client; nor loss, damage or theft caused to the client's property, during or as a result of a visit to the event or location.

7.3.

If and insofar as International Film Festival Gorinchem is unable to fulfil all or part of its obligations towards the client as a result of force majeure, the agreement will be dissolved, without any party being entitled to compensation.

7.4.

Force majeure means, among other things: war, terror threat, danger of war and riot, epidemics, impediments both from domestic and foreign governments, death of one or more members of the Royal Family, fire, strikes, failure of and damage to equipment and equipment control systems, obstruction/strike of transport, flooding, exclusions, sabotage and generally all unforeseen circumstances both at home and abroad, as a result of which

compliance with the agreement can no longer reasonably be required of International Film Festival Gorinchem.

7.5.

International Film Festival Gorinchem accepts no liability whatsoever for loss of the products or (part of) gift vouchers or free tickets by the client for any reason whatsoever.

7.6.

International Film Festival Gorinchem accepts no liability whatsoever for the purchase and delivery of products that do not take place at International Film Festival Gorinchem, nor for agreements that, whether or not at the request of the client, are not fully settled by International Film Festival Gorinchem and in which a third party is directly or not directly involved.

Article 8: intellectual property rights

8.1.

All intellectual property rights with regard to the name, logo, and any text and (advertising) music of International Film Festival Gorinchem; as well as with regard to the business formula used by International Film Festival Gorinchem, are generally vested in International Film Festival Gorinchem. The client is not permitted to make these public; or have them made public, directly or indirectly; and/or to reproduce or otherwise, use or join in, without prior written permission of International Film Festival Gorinchem.

8.2.

All intellectual property rights relating to the name of the event, location, logos and the like are vested in the organiser or the original right holders of the event in question. The client is not permitted to make them public or to have them made public directly or indirectly and/or to reproduce or otherwise use or engage in this, subject to prior written consent of the right holders concerned.

Article 9: rules of conduct International Film Festival Gorinchem / locations

9.1.

The client will have to comply with the rules of conduct applicable by International Film Festival Gorinchem and the proprietor with regard to the event for which International Film Festival Gorinchem supplies the products. Some of the most important rules are mentioned below:

A. It is forbidden to bring photo, film, sound and/or other recording equipment to the location; and it is also forbidden to make actual recordings of films, video and other copyrighted work. Nor will the client be allowed to have a mobile phone switched on during performances. If and insofar as such equipment is nevertheless found, International Film Festival Gorinchem, or the proprietor reserves the right to seize the aforementioned equipment at any time;

B. It is forbidden to bring food, drink, glassware, (plastic) bottles, cans, fireworks, weapons and other dangerous objects to an event and/or the location; the organiser and the proprietor reserve the right to, at all times search the visitor of the event when entering the location. The organiser and the proprietor reserve the right to refuse visitors access to the location who do not wish to cooperate with the aforementioned search;

- c. International Film Festival Gorinchem and the proprietor reserve the right at all times to refuse visitors access to the venue for various reasons; and if and insofar as it appears that the ticket has not been obtained through International Film Festival Gorinchem or through other (pre)sales addresses authorised by International Film Festival Gorinchem;
- d. International Film Festival Gorinchem and the proprietor reserve the right at all times to deny visitors access to the location who arrive after the start of the event;
- e. International Film Festival Gorinchem and the proprietor reserve the right at all times to make images and/or sound recordings of the event. The client declares himself familiar and agrees with the foregoing and already waives the right to oppose the use of his portrait/likeness in the context of the publication and reproduction of the aforementioned recordings.

Article 10: additional provisions

10.1.

If any article in these general terms and conditions or any part of the agreement should at any time be null and void, or should be annulled, then the general terms and conditions of the agreement remain in place. The parties will then make an arrangement for the void or annulled passage that is closest to the intentions that the parties had with the agreement and the present general terms and conditions.

10.2.

Additions or changes to the agreement or these general terms and conditions can only be made in writing.

10.3

Any complaints from clients as a result of the services provided by International Film Festival Gorinchem must be reported in writing to International Film Festival Gorinchem (info@iffg.nl), which will respond within a reasonable period of time which will not exceed the duration of six weeks after receipt of the complaint.

10.4.

All disputes that may arise as a result of the agreement and / or these general terms and conditions will be settled under Dutch law and will, in the first instance be brought before the competent court in the district of Amsterdam.