

SWU THYMOS – GENERAL TERMS AND CONDITIONS

1. Scope of application

1.1. Unless explicitly agreed to otherwise in writing, these general terms and conditions shall apply to and constitute an integral part of every event which is organised by Sportstichting Wageningen Universiteit Thymos, having its registered office in Wageningen, the Netherlands, and hereinafter referred to as 'SWU Thymos'.

1.2. For the purposes of these general terms and conditions 'participant' refers to any person who has registered with SWU Thymos for one (1) or more events which the latter organises.

1.3 The Thymos internal competitions, experiences and Thymos events are also events which shall be governed by these terms and conditions. They are hereinafter referred to as an 'event' or 'events'.

2. Participation in an event

2.1 Prior to an event, SWU Thymos shall give notice of the terms and conditions which will apply in respect of registration fees and any participation fees which are associated with it. Participation fees shall be stipulated in euros including VAT.

2.2 Before participating in an event, a participant shall be required to consent to the relevant terms and conditions, and to pay a participation fee.

2.3 A participation fee may be paid by depositing or transferring it into a bank or giro account designated by SWU Thymos. SWU Thymos shall always be entitled to require payment in advance or security for payment either before or after an agreement is concluded. In the event that payment in advance is refused, SWU Thymos shall be entitled to cancel the relevant agreement and the participant concerned shall be deregistered for the preferred event.

2.4 A participant may only participate in an event provided that they (i) have registered for it on time and have consented to the relevant terms and conditions, (ii) have paid the participation fee as specified on time, and (iii) SWU Thymos confirms that their registration has been successful. Where payment has not occurred prior to participation, SWU Thymos shall be at liberty to decide whether the relevant participant may or may not participate in the event concerned.

2.5 In the event that a participant registers for an event, they shall also be required to be present for it. Cancellation may occur free of charge until forty-eight (48) hours before the start of the relevant event. Should a participant deregister for an event before this period expires or is not present without good reason, the relevant participation fee shall remain payable.

2.6 In the event that SWU Thymos decides to cancel an event or should an event be cancelled for unforeseeable reasons, the relevant participants shall be notified of this as soon as possible and they shall be refunded their participation fees.

3. Absence, liability and termination

3.1 A participant shall be in default should they fail to comply with their obligations. These obligations include effecting payment and registering in the manner stipulated by SWU Thymos.

3.2 In the event that a participant is in default, SWU Thymos shall be entitled to cancel all or part of the relevant agreement by means of a written notice addressed to the participant and/or to demand any amount payable to SWU Thymos by the participant in its entirety without having a duty to provide compensation and subject to any rights that it holds.

3.3 Should a participant remain in default, SWU Thymos shall be authorised to place the defaulting participant on a black list. Any person whose name is mentioned in a black list may be denied access to any other activities arranged by SWU Thymos.

3.4 SWU Thymos shall only be liable for any direct loss which a participant suffers, provided that and in so far as such loss is the direct result of a deliberate act or omission, or wilful recklessness on the part of the members of the SWU Thymos executive committee. SWU Thymos shall at any rate not be liable for any indirect or consequential loss.

3.5 SWU Thymos shall not be liable for any loss which occurs due to a failure to heed any instructions issued by volunteers or executive board members at an event, any loss which occurs as a result of a wilful act or omission, recklessness or culpable negligence on the part of the relevant participant, or any loss that is occasioned by the use of alcohol or drugs.

4. Privacy

4.1 SWU Thymos shall process the personal data of participants in activities in accordance with its privacy statement.

4.2 Photographs may be taken and video recordings made when attending an SWU Thymos event. They may be published on a website, in social media accounts and on actual posters for reporting purposes, unless a participant requests in writing that this not be done.