

## STICHTING EUROPEAN JUGGLING ASSOCIATION GENERAL TERMS AND CONDITIONS OF SALE

The convention registration system at <https://prereg.eja.net> is operated by Stichting European Juggling Association (EJA).

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The EJA was founded on 1993-11-03 and is registered as a Dutch Stichting at Kamer van Koophandel Amsterdam, file number 41213128.  
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### 1. Definitions

- 1.1 EJC: European Juggling Convention, the organised event for which The EJA sells Tickets;
- 1.2 Organiser: 9' Círcos Associação de artes circenses dos Açores, the legal entity organising of the EJC 2018 with its registered office in Ponta Delgada, Azores;
- 1.3 Customer: the natural person with whom or legal entity with which The EJA enters into a contract concerning an Event or to whom or which The EJA makes an offer for the purpose of doing so;
- 1.5 Ticket: the document that serves as an admission ticket for the EJC, including an electronic Ticket;
- 1.6 Participant: the natural person who will attend the EJC with the Ticket;
- 1.7 'The EJA': The European Juggling Association, the non-profit association with its registered office in Amsterdam, the Netherlands;

### 2. Applicability of the General Terms and Conditions

- 2.1 The general terms and conditions of the Organisers of the EJC shall likewise apply to the Contract.
- 2.2 The terms of condition of the Organisers are published on their website and on the website of the EJA.

### 3. Formation of a Contract

- 3.1 When Tickets are being offered and sold, The EJA acts as an intermediary in the formation of the Agreement between the Customer and the Organiser. The EJA is not a party to the Agreement that is formed by the purchase of a Ticket. The Agreement is formed after the Customer has purchased one or more Tickets via The EJA. The EJA supplies the Tickets on behalf of the Organiser.
- 3.2 When reserving, the Customer must always use correct e-mail address. If The EJA doubts the accuracy or validity of the details provided by the Customer when ordering or the payment instrument used by the Customer, it shall be authorised to cancel the Customer's reservation. In such cases, The EJA shall undertake efforts to inform the Customer concerned.

### 4. Prices and payment

- 4.1 The EJA sells Tickets on behalf of the Organisers who determine the price and number of available places. Information concerning price and availability is provided without obligation and under reservation.
- 4.2 Tickets will be offered in 1 or more discount periods. The price of the tickets will be the same until the advertised end-date.
- 4.3 The Customer must pay the price specified in the contract for products or services ordered by means of the website. Payment must be made in the manner specified on The EJA's website.

4.4 The Customer agrees to transfer the entire amount within 14 days. The EJA reserves the right to cancel the order after this period.

4.5 Tickets are sent to the e-mail address specified by the Customer when the payment has been received. The EJA shall continue to deem the e-mail address specified by the Customer to be correct until the Customer has informed The EJA of a new e-mail address.

4.6 The effective prices are announced by the organisers. If a buyer was able to buy tickets with another price the order will immediately be invalidated.

## **5. Cancelled or rescheduled Events**

5.1 It is the Customer's responsibility to check whether the EJC has been cancelled or rescheduled and to ascertain the new time or location. Although The EJA shall undertake efforts to inform the Customer of a cancellation after it has received the information required from the Organiser, The EJA cannot guarantee that the Customer shall be informed of the cancellation prior to the date of the EJC. The EJA shall not be responsible for any costs incurred in this regard.

5.2 As a rule, Tickets for a rescheduled EJC shall remain valid for the replacement EJC. For more information in this regard, the Customer can contact The EJA through the online customer service. If an EJC is rescheduled to take place at another location or on another date, the Organiser may set conditions with respect to the refund of the ticket price.

5.3 If an EJC is cancelled or rescheduled, the Customer may hand in the tickets in accordance with the regulations concerned determined by the Organiser. If the Organiser requests The EJA to refund the ticket price to the Customer, The EJA will do so after having received the relevant funds from the Organiser.

5.4 Should it become necessary to cut short the event once it has begun, no refunds, including partial refunds, will be made.

## **6. Tickets**

6.1 The Tickets distributed by The EJA remain the property of the Organisers and are delivered to the Customer subject to the condition that the Customer may not sell them to third parties or make them available in any other way whatsoever, directly or indirectly, to third parties in a commercial manner, or offer or use them in any way whatsoever in commercial communications, without the prior written permission of the Event Holder and/or The EJA. If the aforesaid condition is violated, The EJA and/or the Organiser shall be authorised to invalidate the Tickets concerned and/or impose a fine on the Customer of € 10.000 per violation, to be paid to the Organiser.

Holders of invalid Tickets shall be denied admission to the Event without being entitled to a refund.

6.2 Following receipt, the Customer must check the Tickets, since errors cannot always be corrected.

6.3 If a Ticket of the Customer is damaged to the extent that its authenticity can no longer be verified, the Customer can contact the online customer service, [prereg@eja.net](mailto:prereg@eja.net).

6.4 Tickets are strictly personalised and contain personal data of the Participant. The personal data must be conforming to the government issued identification document(s) of the Participant.

6.5 It is the Customers responsibility to supply correct personal data of the Participants for all Tickets.

## **6.6 The Customer can request the online customer service to change the personal data on a Ticket up to 14 days before the start of the EJC.**

## **7. Refund of tickets**

7.1 The contract closed on the internet can be cancelled without giving any reasons within 14 days from the order date. Cancellation can be made by email to [prereg@eja.net](mailto:prereg@eja.net) . In order to comply with the cancellation period specified, it is sufficient to post the cancellation within 14 days.

7.2 Once the cancellation period of 14 days has expired tickets cannot be cancelled. Nevertheless we will do our best to find a solution acceptable to both sides. Requests can be made to [prereg@eja.net](mailto:prereg@eja.net).

7.3 The EJA reserves the right to deduct any costs that are caused by a cancellation from the refund, including (but not limited to) services charges, bank fees and costs of credit card refunds.

## **8. Data storage**

8.1 In the preregistration process, the participant's name, address, email address, date of birth and country are stored for the purposes of processing their registration at the site.

8.2 Every finalised contract and abortive steps toward that end are also stored.

8.3 The participant may view information stored on them by written request to [prereg@eja.net](mailto:prereg@eja.net).

8.4 All data is used exclusively for the purpose of processing registrations for the event and not passed to third parties.

8.5 One month after the event ends all stored data will be deleted.

8.6 If the participant consents during the ordering process, their name and e-mail address will be stored beyond this period for the purpose of informing them once per year about future events. For this purpose, the participant's name and address are made available to the EJA.

## **9. Liability**

9.1 The EJA cannot be regarded as the organiser (Organiser) of the EJC and is not responsible for and does not warrant the (artistic) quality and content of the Event, nor the course of business in or with respect to the EJC and accepts no liability on this basis.

9.2 The EJA may never be held liable for any form of damage to or loss of a Ticket whatsoever. In the event of loss or theft, the Customer may not claim a replacement Ticket or the refund of any amount paid. The EJA shall likewise not be liable for the delayed or incorrect delivery of Tickets if the delay or incorrect delivery cannot be attributed to The EJA.

9.3 The EJA does not in any way whatsoever accept liability for Tickets acquired by the Customer from third parties. In addition, The EJA cannot guarantee the authenticity of such Tickets.

9.4 The EJA may not in any way whatsoever be held liable for any damage suffered by the holder of a Ticket as a result of acts or omissions on the part of third parties.

## **10. Applicable law and competent court**

10.1 All Contracts with The EJA shall be governed by Dutch law.

10.2 All disputes that arise from a Contract or the General Terms and Conditions that apply to it shall be submitted to the competent court in Amsterdam.

## **11. Miscellaneous**

11.1 Where The EJA undertakes to issue notices in writing in these General Terms and Conditions, The EJA is entitled to issue these notices by electronic means, such as but not limited to issuing notices by e-mail or fax.

11.2 Manifest errors and writing errors on The EJA's website or in offers, order confirmations, Tickets and/or other documents shall not bind The EJA in any way whatsoever. In the event of a difference of opinion between The EJA and the Customer about the translation and/or interpretation of the General Terms and Conditions, the English version shall be decisive.

11.3 If one or more provisions of these General Terms and Conditions or of any Contract with The EJA proves or prove to be in conflict with any applicable legal regulation, the provision concerned shall cease to apply and shall be replaced by a new, similar provision determined by The EJA and permitted by law.