

General Terms and Conditions for Events in 2024

Article 1: Definitions

1.1

In these General Terms and Conditions, the following definitions apply:

a) Event: the introductory week, OWee, organized by TU Delft in any given year.

b) Participant: the natural person who has registered for participation in the Event in a manner permitted by the Organizer.

c) Agreement: the agreement regarding the participation of the Participant in the Event.

d) Organizer: the legal entity (TU Delft) with whom the Participant has entered an Agreement.

e) Mentor: the natural person who has registered for guiding participants in the Event in a manner permitted by the Organizer.

In these General Terms and Conditions, the following definitions apply:

- A. **OWee**: the introductory week organized by TU Delft in any given year. For the 2024 edition of OWee, this includes both the digital and physical days, as well as the Ladies Intro.
- B. **OWee Board**: the group of persons organizing the OWee for the respective year.
- C. **Event**: the physical days organized by TU Delft in 2024, separate from the digital days.
- D. **Participant**: the individual who has registered for participation in the OWee in a manner permitted by the Organizer.
- E. **Agreement**: the agreement regarding the participation of the Participant in the OWee.
- F. **Organizer**: the OWee Board, part of the legal entity (TU Delft) with whom the Participant has entered into an Agreement.
- G. **Mentor**: the natural person who has registered for guiding participants in the OWee in a manner permitted by the Organizer.
- H. **OWee Group**: all Participants are part of an OWee group, consisting of around 10 participants and 1 or 2 Mentors.

1.2

These general terms and conditions apply to every Agreement.

Article 2: Participation

2.1

The Participant may only participate in the Event if they have truthfully filled out the registration form (digital registration), paid the fee for the Event, and agreed to the General Terms and Conditions.

2.2

The participation in the Event happens personally by the Participant

2.3 The Participant must always follow the instructions of the staff or volunteers of the Event. In cases of repeated or severe misconduct, the Organizer reserves the right to terminate participation in the Event at any time without claiming incurred costs or registration fees.

2.4

If a Participant misbehaves, the Organizer may, at its discretion, share non-sensitive and non-special personal data of the Participant with staff of educational institutions and/or associations.

2.5

The Participant declares not to undertake any commercial activities on behalf of the Organizer without explicit permission from the Organizer.

2.6

The Participant must timely cancel their participation in the Event. Upon cancellation, the registration fee will be refunded minus administrative costs. Cancellation is possible until Thursday, August 8. After this date, refunds minus administrative costs are no longer possible.

2.7

During the OWee 2024, payment can only be made by card or with event tokens provided by the Organizer. If tokens are used as a payment method, they cannot be exchanged for money at the end of the OWee program.

2.8

If the OWee 2024 cannot take place. or the OWee 2024 cannot take place in a different form due to force majeure (natural disasters, epidemics, deaths within the Royal House, etc.), the Participant will not be entitled to any form of compensation. Nevertheless, the OWee Board 2024 will strive to fulfill the agreements as reasonably expected.

2.9

The Organizer reserves the right to adjust the General Terms and Conditions if necessary due to changing government measures.

Article 3: Liability

3.1

Participation in the Event is at the Participant's own risk. The Organizer is not liable for any damage, however named, that the Participant may suffer because of participation in the Event. The Organizer is also not liable for loss, theft, or damage to property, unless this damage is the direct result of intent or gross negligence attributable to the Organizer.

3.2

If, despite the provisions of the first paragraph of this article, the Organizer is liable for damage to the Participant, the Organizer's obligation to compensate for such damage is limited to the amount paid out by the Organizer's insurer regarding that damage.

3.3

The Participant indemnifies the Organizer against liability for damage that third parties may suffer because of actions or omissions by a Participant in relation to participation in the Event. The Participant must be adequately insured against the risk of liability for such damage.

3.4

The Participant indemnifies the Organizer against liability for damage that a third party may suffer due to the Participant's actions during their participation in the Event, unless this damage is the direct result of intent or gross negligence attributable to the Organizer.

3.5

The Organizer is not liable for situations occurring during the First Year Weekend (EJW) of study associations, which take place between the Digital and Physical days of the OWee, the Introduction Time (KMT) of student associations, which take place after the physical OWee, and the evening programs of associations, which take place during the physical OWee, and other activities organized outside of the OWee

Article 4: Media

4.1

During the Event, photos and film recordings are made for journalistic purposes (e.g., atmosphere reports). By participating in the Event, the Participant agrees to be filmed or photographed in a recognizable manner and that the images may be published in print and digital media, such as the

Event website and social media platforms. If you do not agree with posted photos in which you are visible, you can object to the OWee Board, after which your image will be blurred, or the images will be removed.

4.2

The Organizer reserves the right to publish any media material created by a Participant or bystander during the Event in any medium without citing the owner or source.

4.3

Images from the Digital days may not be shared with third parties. Links and/or individual images of broadcasts may not be shared. If this is done without permission, the Organizer will report this to the education director. Exceptions to this prohibition can be requested from the OWee Board.

4.4

The OWee Board and its sponsors may use photos taken during the OWee for promotional purposes by publishing them in any medium without citing the owner or source. The OWee Board reserves the right to refuse the creation of personal media by Participants at specific times.

Article 5: Personal Data

5.1

When the option to enter personal data (email address, name, address, etc.) is provided, this entry is entirely voluntary. The personal data provided will only be used for the purposes for which you provided them: participation in the Event and a smooth transition from OWee to student at the faculty. You have the right to access, delete, correct, or restrict the processing of personal data, as well as the right to object and the right to data portability. Furthermore, you have the right to withdraw the given consent. More information can be found in the privacy statement of TU Delft.

5.2

The Organizer stores your personal data in accordance with the GDPR. The data is stored in accordance with legal retention periods and no longer than strictly necessary to achieve the purposes for which the data was collected.

5.3

Anyone who has access to personal data of other Participants for the OWee must protect this data and limit its storage. The provided data or the data to which one has access must only be used for their task in the OWee. If a data breach is detected, it must be immediately reported to the OWee Board. The privacy statement of TU Delft is applicable where relevant.

5.4

The entered personal data is used to facilitate the OWee. Name, phone number, student number, and (email) address are used for communication by the OWee Board, faculties, third parties, and OWee committees designated for this purpose, all of which are bound by TU Delft's confidentiality obligation. This also applies to the contact details of mentors and work actions for recruiting the following year. A list of third parties with whom the Organization cooperates can be requested in writing from the OWee Board.

5.5

Upon registration for the Event, name, phone number, (email) addresses, and any allergies are shared with the mentors of the OWee group to which the Participant belongs. Name and any allergies are stored in an external application to provide access to food during the OWee.

5.6

Upon registration for a first-year weekend (EJW), the Participant's entered data, except for data about the registrant, Swapfiets, and StudentsPlus Netherlands, are provided to the committee of the respective EJW for the success of the EJW.

5.7

Upon registration for a Sleep-Inn house, name, email address, gender, and phone number are

provided to the house responsible. Each Sleep-Inn house has one responsible person. The data is only used for communication about the sleeping place of the Participant.

Article 6: House Rules

6.1

Visitors under 18 years old are not allowed to buy, consume, or hold alcohol, including 0.0 drinks. Visitors older than 18 years old may not provide alcohol to visitors under 18. Violations will result in removal from the premises, confiscation of the participant wristband, and a mandatory conversation with the Participant and the Organization. Visitors must carry a valid ID during the entire event and present it upon request from security or the Organization.

6.2

The possession, use, or sale of soft and/or hard drugs is prohibited. A zero-tolerance policy applies to narcotics, both soft and hard drugs, following the guidelines established by the Public Prosecutor's Office. The possession of soft drugs and/or party drugs (including nitrous oxide) is not allowed, even in small personal quantities.

6.3

The Organization reserves the right to deny event access to visitors or participants who, in the Organization's judgment, have consumed excessive alcohol and/or are under the influence of drugs.

6.4

The Organization does not tolerate threats, assault, discrimination, (sexual) harassment, noise nuisance, or any other forms of aggressive or disruptive behavior.

6.5

Visitors and participants of OWee must not behave disruptively towards local residents and businesses. This includes behaving appropriately in the neighborhoods and on the way to accommodations. Additionally, it must be quiet on the streets after 22:00.

6.6

Participants and visitors enter the event grounds at their own risk. The Organization is not liable for any form of damage resulting from actions or omissions by the Organization, persons working for the Organization, or third parties responsible for the logistics of the event, except in cases of intent or gross negligence.

6.7

Bringing your own food and drinks to OWee events is not allowed. Consumables will be available at the event venue (the campus)

6.8

Dispose of your waste in the designated waste containers.

6.9

Respectful treatment of materials and images presented during the Digital Day is required. Participants must also behave respectfully during livestreams and in associated chats.

6.10

For safety reasons, visitors and participants may be searched. They must cooperate with this. Possession of glass, alcohol, drugs, nitrous oxide, plastic bottles, cans, spray cans, markers, (pet) animals, professional audio and/or video equipment, fireworks, (fire)arms, and/or other dangerous or prohibited items or substances is not allowed. The Organization advises against bringing bags to the events. According to local regulations, consuming alcohol in public areas outside hospitality venues is prohibited.

6.11

In the interest of safety, visitors and participants must always follow the instructions of the Organization and security.

6.12

During the event, it is prohibited to:

- Bring medication without a doctor's prescription;
- Take cups or bottles outside;
- Bring alcohol;
- Trade goods or engage in fencing;
- Commit vandalism, destruction, or theft. Any damage caused will be charged to the perpetrator(s), and the Organizer may file a complaint;
- Distribute promotional material without written permission in and around the venue;
- Bring and/or ignite fireworks or flammable materials;
- Smoke on the TU Delft campus;
- Throw hard cups during the event;
- Consume alcoholic beverages before 17:00;
- Bring a filled water bottle onto the premises. These can be filled on-site and must be emptied at the event entrance.

6.13

Violation of house rules will result in denial of access to the event.

6.14

Violations of rules 6.2 through 6.5 will result in exclusion from further participation in the program and a mandatory conversation with the Organization. Depending on the severity, a report may be made to the program director, dean, and/or police.

Artikel 8: Overig

8.1

In all other cases not covered by these regulations, the Organizer will decide based on the situation. **8.2**

The Organizer may, if necessary and reasonable, decide to deviate from these rules.

8.3

Objections can be made to the OWee Board, or questions regarding this document can be directed to the OWee Board via email at <u>info@owee.nl</u>