



General Terms and Conditions

Note: This version of the General Terms and Conditions is applicable from 26/05/23. It was drafted by the Board of the FMF in the academic year 2022-2023. It was approved by the General Assembly on 26/05/23.

General conditions for access to all Fysisch-Mathematische Faculteitsvereniging (FMF) activities.

Article 1. About the FMF

The FMF is a legal non-profit association that is registered in the Dutch Chamber of Commerce (Kamer van Koophandel, KVK), under registration number KvK 40023250. As such, it has the legal capacity to enter into contracts, hold assets, and engage in other legal activities in accordance with Dutch law. The FMF is recognized as a legal entity with all the rights and obligations that come with such recognition. Its legal status is subject to the provisions of the Dutch Civil Code, and it is bound by the rules and regulations set forth by the Dutch government and other relevant authorities. The FMF is committed to conducting its business in accordance with all applicable laws and regulations, and to upholding the highest ethical and legal standards in all its activities.

Article 2. Applicability

- 2.1 Hereafter honorary members, ordinary members, donors, alumni members, former active members, and general participants will be denoted by participant(s).
- 2.2 These conditions are applicable to being granted access to events, and activities that are organized by the FMF. By attending events and activities, participants agree to these **General Terms and Conditions**.
- 2.3 FMF reserves the right, at its sole discretion, to change, modify, add, or remove portions of these **General Terms and Conditions** (hereafter “Terms”), at any time. It is the participant’s responsibility to check these Terms periodically for changes. As long as the participants comply with these Terms, the FMF grants them a personal, non-exclusive, non-transferable, limited privilege to enter its activities.
- 2.4 Participants need to satisfy the conditions expressed in the Internal Regulations and/or Articles of Association of the FMF.

Article 3. Obligations

- 3.1 The participants are obligated to comply with all the laws of the country where the activity takes place.

- 3.2 The participants are obligated to comply with the University of Groningen House Rules and General Code of Conduct.
- 3.3 The participants are obligated to comply with the Policy on Undesirable Behaviour, Internal Regulations, and Articles of Association of the FMF.
- 3.4 It is forbidden for participants to bring weapons, dangerous objects, or hard/soft drugs for recreational use.
- 3.5 Participants are obligated to obey the directions and/or regulations expressed by the FMF, the owner of a venue, security guards, first responders, Emergency Response Officers (in Dutch: BHV), or any other authority. Should one of the aforementioned participants not comply with these directions and/or regulations, or should they be guilty of endangerment, intoxication, use of hard/soft drugs for recreational use, harassment, threats, and/or violence, or any other sort of antisocial behavior¹, they can be removed from or refused entry to the event.
- 3.6 It is prohibited for participants to perform any promotional activities not related to the FMF without explicit consent from the FMF.

Article 4. Liability and Damage

- 4.1 The FMF is not liable for any damage caused by participants during an event. This also concerns the build-up or break-down of an event, caused by the participant to other visitors of the event, to employees, to possessions of the FMF, or of third parties hired by the FMF to the location or any accessory of the locations of the event, or do anything else that is in the location of the event. The participant will reimburse for any claims from third parties concerning the damage that was caused by the participant.
- 4.2 Participation in an FMF activity, regardless of the role of the participant or volunteer, happens at their own risk. The FMF is not liable for any physical harm, or general or financial damages to participants or volunteers as a result of participating in an FMF activity unless the damage is a direct result of intentional or conscious reckless actions of the FMF. This also includes consequential damages, lost profits, missed savings, theft, damage to or loss of property; and damages as a result of mechanical failure, natural disasters, border crossings, revolutions, terrorism, acts of war, strikes, or quarantine.
- 4.3 FMF is never liable for indirect or consequential damage (including immaterial damage and business damage) unless this is a direct result of intentional or conscious reckless actions of the FMF.

Article 5. Intellectual Property and Copyrights

- 5.1 The FMF is permitted to take photos and/or videos of an event for the purpose of promoting future events and/or publishing it on the FMF website. In case the participant or any other volunteers in service of the FMF, upon entering an event's location, fails to inform the Board of the FMF and/or whoever is representing the FMF, that they decline to give the permission to publish the images, the FMF reserves the right to publish these images.

¹Antisocial behavior is defined as behavior by a person which causes, or is likely to cause, harassment, alarm or distress to persons not of the same household as the person

- 5.2 The FMF must facilitate a process for the FMF Board and/or whoever is representing the FMF to be informed if a participant does not give the FMF the right to publish any photos and/or videos of them from an activity.
- 5.3 The FMF reserves the right to remove photos and/or movies of an event that it published. Photos and/or videos of an event will only be published after careful inspection to ensure that the dignity of those depicted is maintained. Any person depicted in any photo and/or video can request the removal of said published material.
- 5.4 Commercial use of the name or logo of the FMF or its events is strictly prohibited without written permission from the FMF.
- 5.5 FMF's Privacy Policy form part of these Terms. By attending an event, participants indicate that they accept and comply with it.

