

Terms and Conditions INKOM Participation

Article 1 Definitions

1. INKOM: The general introduction week organized by Maastricht University for new and prospective students at Maastricht University and Zuyd Hogeschool.
2. Organisation: Maastricht University and all people, committees and workgroups (including Workgroup INKOM) that are assigned by Maastricht University to -under its responsibility- carry out and/or coordinate the organisation of the INKOM.
3. Workgroup INKOM: The workgroup assigned by Maastricht University which is primarily charged with -under the responsibility of Maastricht university- implementing and coordination of the organisation of the INKOM.
4. Participant(s): Natural person/persons, new or prospective student(s) of Maastricht University and Zuyd Hogeschool, which have signed up for participation in the INKOM.
5. Mentor: Senior student who is assigned by the Organisation and/or Workgroup INKOM as mentor of the Participants.
6. Event: Every activity organised by the Organisation in the context of the INKOM, which is open or accessible for Participants.
7. Visitor(s): Participants, Mentors, senior students and others that visit or participate in Events.
8. Security services: The people and/or organisations which are charged with maintaining the safety during the INKOM. This includes: Police, fire department, security staff, first aiders, the UM safety and security manager and the INKOM safety and security manager.
9. Participating parties: Parties with which the Organisation has entered in a partnership for the benefit of the INKOM. This includes: Student parties, among which student and study associations, student sports associations, fraternities and sororities, sponsors and partners

Article 2 Applicability Terms and Conditions

1. These 'Terms and Conditions INKOM Participation' are applicable on Participants who participate in the INKOM and Visitors of the Events(Including but not exclusively the MECC-parties)

Article 3 Registrations and participation/entrance INKOM(Events)

1. After a correctly completed registration and a successful payment of the registration fee through the registration medium set by the Organisation, the Participant will receive a proof of registration in the form of a bar-code.
2. Only by showing an original proof of registration and a valid ID-card, the Participant will receive one or more INKOM-wristbands.
3. The entrance to and participation in INKOM and/or the Events is exclusively open if they are wearing the needed undamaged and intact INKOM-wristband(s). For certain Events an entrance fee must be paid. Regarding Events with limited capacity (this does not include the MECC-parties) if the maximum number of attendees at an Event is reached, the entrance to the Event will be denied. For certain Events the Organisation can set the condition that a Participant has to sign up or register beforehand.
4. For Events, the INKOM-wristbands and QR-code, obtained when purchasing a ticket for the relevant Event, via the registration medium made available by the organisation, serves as a valid admission ticket.
5. During the INKOM and/or the Events the Participants are required to wear the INKOM-wristbands. At the request of the Organisation and/or the security services the Participant must show the required INKOM-wristbands. If the Participant refuses, their entrance and/or participation to an Event can be denied without the right to full or partial restitution of the registration fee or the entrance fee.
6. One of the INKOM-wristbands is also the age-wristband, recognisable by the colour and the imprint of <18 / 18+.
7. The INKOM-wristbands are strictly personal and not transferable.
8. The INKOM-wristbands are only valid when they are being worn on the right wrist.

9. In case of fraud with and/or otherwise unlawful use of one or more INKOM-wristbands by the Participant, an exclusion for the entire INKOM and all Events without the right to full or partial restitution of the registration fee or entrance fee.
10. In case of damage to one or more INKOM-wristbands, by them not being connected/intact and/or the colour not being clear and/or the imprinted text is unreadable, they are no longer valid. Exclusively if the damage is caused, without the participant being blamed for this (this is at the discretion of the Organisation), the Participant is able to, on display of a valid ID-card and after handing over the damaged yet complete INKOM-wristband, receive (a) new INKOM-wristband(s) at the Central Post cost free.
11. Returning registration and/or admission/entrance tickets and/or entrance fees is under no circumstances possible.

Article 4 House rules INKOM all locations and Events

1. The house rules form an inseparable part of these Terms and Conditions. Participants and Visitors must conform to these house rules otherwise an exclusion can follow without the right to full or partial restitution of the registration fee or entrance fee.
2. Participants and Visitors must be in possession of a valid ID-card. Visitors(except Participants) must also be in possession of a valid student card.
3. It is not permitted to be in possession of tobacco products or to smoke <18
4. Smoking is exclusively permitted in designated locations.
5. It is not permitted to bring professional (digital) photo cameras, cameras with a lens >70mm, video and/or sound equipment.
6. Objects can, in certain cases, be stored and returned when leaving the location, all at the discretion of the organisation and/or security.
7. It is not permitted to bring (alcoholic) drinks, dangerous objects (like weapons, fireworks, spray cans, cans, glaswork, etc.) or food to the Events.
8. It is not permitted to be in possession or drink alcoholic beverages <18 years. If the possession or consumption of alcohol <18 is established, a partial or complete exclusion from the INKOM may follow without the right to a refund of the registration fee or entrance fee.
9. The trade in, use or possession of any kind of drugs is not permitted, they will be confiscated and handed over to the police and not returned. Upon detection of trade use and/or possession thereof, exclusion from the entire INKOM is possible without the right to a full or partial refund of the registration fee or entrance fee.
10. It is not permitted to bring pets, other animals or bicycles to the locations.
11. Prior to or during the INKOM or the Events Participants and Visitors can be visited or be subjected to a surface security search. Visitors must comply or their entrance will be denied.
12. Participants and Visitors follow the directions given by the Organisation and/or security or their entrance will be denied.
13. Participants and Visitors must not endanger public order and safety (in any way) or their entrance will be denied.
14. It is not allowed to express oneself in e.g. clothing or attire which, in the Organisation's opinion, is considered offensive or undesirable. If this is the case, access will be denied.
15. Participants and Visitors must not exhibit undesirable behaviour (bullying, sexual intimidation, aggression and violence, threats, stalking, unequal treatment and discrimination), otherwise access will be denied.
16. If admission is denied, no refund of the entrance fee will be made.
17. Vehicles/bicycles must be parked in the designated places. Incorrectly parked vehicles/bicycles will be removed. The Organization is not liable for damage in any form whatsoever due to the removal of these incorrectly placed vehicles/bicycles.
18. The Organization is not liable for loss, damage and/or theft of property.
19. It is forbidden to climb in attributes or scaffolding.
20. Participants and Visitors who cause damage to property of the INKOM/INKOM locations will be held liable for the damage and costs incurred and will be reported to the police.

21. Entering the event site is at your own risk. The Organization cannot be held liable for any injury and/or material damage or immaterial damage, except in the case of intent, gross negligence or gross negligence on the part of the Organization.
22. It is possible that photos or videos in which Participants and Visitors appear are shown on an "open source" (internet, social media, etc.).
23. Unless otherwise agreed with the INKOM Working Group, the sale or promotion of services and/or products on and/or within sight of the INKOM sites is not permitted.
24. The Organization reserves the right to deny Participants and Visitors access or participation if they do not (correctly) follow the measures and/or instructions applied by the Organisation, including but not limited to COVID-19.
25. In situations not covered by the house rules, the Organization decides, the Organization's decision in this regard is binding.

Article 5 Alcohol policy

1. During the INKOM, Participants and Visitors must comply with the Licensing and Catering Act. This means, among other things, that persons under the age of 18 are not allowed to possess or consume alcohol. Participants and Visitors are expected to be aware of the contents of this law.
2. At Horeca Exploitation Points of the INKOM alcohol can only be ordered with an 18+ INKOM wristband.
3. It is not allowed to obtain alcohol for, serve and/or provide to Participants with an 18- INKOM wristband, Visitors with an 18-age wristband and people without an age wristband.
4. If a Participant or Visitor acts in violation of this Alcohol Policy, he or she will be immediately excluded from further participation in the INKOM and all its Events, without refund of the registration or entrance fee.
5. The Organization attaches great importance to responsible alcohol consumption because of the dangers and negative consequences of alcohol consumption among young people. In the event of irresponsible use of alcohol, the Organization may decide to deny the Participants and Visitors further participation in the INKOM and all its Events, without refund of the registration fee. Whether there is irresponsible use of alcohol is assessed by the Organization. The Organization's decision in this regard is binding. For more information about the dangers and negative consequences of alcohol use among young people, please refer to the website: <https://www.rijksoverheid.nl/onderwerpen/alcohol/jongeren-en-alcohol>.

Article 6 COVID-19 and changes to the program

1. The guidelines of the RIVM for the connection with the coronavirus (COVID-19) and for the right full view already in all the connection with COVID-19 (according to the government, from the Organization for the Income permit) adapted measures, obligations and Visitors will impose conditions on them. These can take measures in any case, among other things. but not exclusively exist sent;
 - a. Will submit a (the recent, but not) negative COVID-19 test result;
 - b. Will provide proof of vaccination;
 - c. The to take (hidden) a COVID-19 rapid test;
 - d. The net parent to prove by the wristband made by Organization indicates the Participant of the visitor has been vaccinated of the possession of the negative COVID-19 statement;
 - e. Will wear it on a face mask;
 - f. Keep the cm up to 1.5 meters away.
2. In case of changes or tightening of measures, obligations and restrictions that are required, then Organization authorizations can be implemented without notice.
3. Participants and Visitors are obliged to comply with all measures, obligations and restrictions imposed by the Organization.
4. Participants and Visitors are also obliged to comply with all government measures related to COVID-19. This includes, but is not limited to, a possible quarantine obligation, proof of vaccination and/or the obligation to submit a negative COVID-19 test result. If a Participant or Visitor is unable to participate in the INKOM and the Events as a result, this will be at his own expense and risk.

5. The Organization reserves the right to deny Participants and Visitors access or participation without the right to a full or partial refund of the registration fee or entrance fee, if Participants take measures and/or instructions applied by the Organization or by the national government, including but not limited to until due to COVID-19, do not follow up (correctly).
6. The program of the INKOM is subject to explicit reservation. If the program is changed, no compensation or refund will be paid by the Organization to the Participant or Visitor. The foregoing also applies if part of the INKOM program has to take place digitally or on a smaller scale due to COVID-19.
7. The Organization has the right at all times to decide to cancel the INKOM on the basis of serious or exceptional circumstances. In addition to force majeure situations, serious or exceptional circumstances include the situation in which the safety of the Participant(s) and Visitors is endangered. In that case, the Organization will – insofar as reasonably possible – offer the INKOM digitally as much as possible or shift it to another date or location. In that case, the registration of the Participant and Visitors will be adjusted to this new date and/or location. The Organization will inform the Participants and Visitors of this without delay via the website of the Organization.
8. The Organization is never liable for damage suffered by the Participant or Visitor as a result of Corona measures imposed or changed by the government or the Organization.

Article 7 Liability

1. Participation in the INKOM and the Events is at your own risk. The Organization is not liable for any (material and/or immaterial) damage that the Participant suffers during his or her participation in the INKOM, unless this damage is the direct result of intent or wilful recklessness on the part of the Organization.
2. The Organization is never liable for so-called indirect and/or consequential damage suffered by the Participant. The Organization is in no way liable for any costs incurred by the Participant.
3. The Participant who causes damage to (property of) the Organization and/or the INKOM/Event locations will be held liable for the damage and costs incurred.
4. The Participant must ensure adequate accident and liability insurance.
5. The Participant indemnifies the Organization against all claims from other Participants and/or third parties with regard to damage as a result of his or her acts or omissions.

Article 8 Force majeure

1. Force majeure is understood to mean: any circumstance independent of the will of the Organization and/or circumstance not attributable to the Organization that should not be for the account of the Organization either on the basis of the law, agreements made or general views. As a result of which the fulfilment of its obligations towards the Participant(s) and Visitors is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of Organization, regardless of whether these circumstances or events can be foreseen at the time of registration, or were foreseeable. These circumstances or events include in any case, but not limited to: war, fire, storms/gusts, floods, earthquakes, labour disputes, strikes, epidemics, pandemics (tightened) measures imposed due to COVID-19, government regulations and/or comparable regulations, embargoes and non (timely) fulfilment of suppliers, artists or other third parties.
2. The Organization is never liable for (direct and indirect) damage suffered by the Participants and Visitors as a result of force majeure.
3. If, as a result of or due to force majeure, an Event does not take place and/or partly or at another time and/or in a different way or with a different interpretation, the Participants and Visitors can claim (replacement) access to another Event or (full or partial) refund of registration and/or entrance fees.

Article 9 Property rights

1. Subject to the prior written consent of the INKOM Working Group, any commercial use of the name and/or logo of the INKOM and/or the Organization and/or the Events is strictly prohibited.

Article 10 Emergency contact person

1. The Organization reserves the right at all times to inform the emergency contact person designated by the Participant if it deems this necessary, for example in the event of violation of the general terms and conditions, house rules, accidents, hospitalizations and/or calamities.

Article 11 Final provisions

1. In case of complaints and/or comments, an e-mail can be sent to inkom@maastrichtuniversity.nl.
2. In the event that one or more of these General Terms and Conditions is or are deemed (fully or partially) void or voidable by the competent court, the other (parts of the) provisions will remain in full force and effect. In that case, the Organisation/Working Group INKOM will establish a new provision to replace the void/nullified provision, whereby the purport of the void/nullified provision will be taken into account as much as possible.
3. These General Terms and Conditions can only be deviated from by a written decision of the Organization / the INKOM Working Group, signed by the Organization / the INKOM Working Group.
4. These General Terms and Conditions and all legal relationships and/or disputes that may exist or arise between the INKOM Working Group and the Participant are exclusively governed by Dutch law.
5. In the event of disputes, the parties will always first consult and make an effort to resolve and end this dispute amicably. If the parties fail to do so, the dispute will be settled exclusively by the competent court of the Limburg District Court.