

# Terms and conditions and privacy statement OWee 2019

## Article 1 : Definitions

### 1.1

The following definitions apply in these General Terms and Conditions:

- a) Event: the introduction week to be organized by TU Delft in any year: the OWee.
- b) Participant: the natural person who has registered for participation in the Event in a manner permitted by the Organizer.
- c) Agreement: the agreement aimed at the participation of the Participant in the Event.
- d) Organizer: the legal person (TU Delft) with whom the Participant has entered into an Agreement.
- e) Mentor: the natural person who has registered in a manner permitted by the Organizer for the guidance of participants in the Event.

### 1.2

These terms and conditions apply to every Agreement.

## Article 2: Participation

### 2.1

The participant may only take part in the OWee when he/she has filled in the registration form (digital enrolling) completely and truthfully, when the registration fee is fully paid and the participant has agreed to the terms and conditions and privacy statement.

### 2.2

Only the registered participant may take part in the OWee.

### 2.3

The participant must follow instructions of the personnel or any volunteers of the OWee at all times. In the event of recurring or serious misbehaviour by the participant, the OWee Board reserves the right to exclude the participant from further the participation in the OWee at any time, without the participant making claims at incurred costs or registration fees.

### 2.4

The participant declares not to undertake any commercial activities in name of the organisation of the OWee without the consent of the OWee organisation.

### 2.5

If the the Participant wishes to cancel the Participation in the Event, the Participant is required to cancel in time. Upon cancellation, the registration fee will be refunded minus the administration costs. You can cancel your participation up to and including Sunday 11 August. After this date, the participant can no longer claim the refund of the registration fee.

## Article 3: Liability

### 3.1

Participation in the OWee is at one's own risk. The OWee Board is not liable for any damage suffered, in whatever form, that the participant might suffer during, after or because of the OWee. Furthermore, the OWee Board is not liable for any loss, theft of damage to any personal belongings.

### 3.2

When, despite term 3.1, the OWee organisation is held liable for damage, the obliged compensation of the OWee organisation will maximally be the amount the insurance of the OWee organisation pays.

### **3.3**

The participant declares no liability for the OWee organization for any damage a third party might suffer caused by the participant, during the participation in the OWee. The participant needs to be insured for the risk of liability to third parties.

### **3.4**

The Participant indemnifies the Organizer against liability for damage that a third party might suffer as a result of the Participant, during his participation in the Event, unless this damage is the direct result of intent or gross negligence attributable to the Organizer.

## **Article 4: Imagery**

### **4.1**

During the Event, photos and film recordings will be made for journalistic purposes (including atmospheric shots). By participating in the Event the Participant agrees that the Participant will be filmed or photographed and the images may be published in print and digital expressions, such as the Event website and social media platforms. If you do not agree with the placement of photos in places where you can be seen, it is possible to object to the OWee Board, whereafter this content will be deleted.

### **4.2**

The OWee Board reserves the right to publicise imagery, which was shot by participant or bystander, in print or electronic media, without recalling the owner or source.

## **Article 5: Personal data**

### **5.1**

When the possibility is offered for entering personal data (e-mail address, name, address, etc.), these entries are made entirely on a voluntary basis. The personal data provided will only be used for the purpose for which you have provided it: participation in the OWee. You have the right to access, delete, correct or limit the processing of personal data, as well as the right to object and the right to data portability. You also have the right to withdraw the given consent.

### **5.2**

The entered personal data are stored for a maximum of 1 year, unless the person in question has a function that runs longer. In that case the personal data will be stored for up to 1 year after the end of the last function.

### **5.3**

Anyone who receives a decision for the benefit of the OWee or has access to the personal data of other Participants in the OWee must protect this data and limit the storage of the data. The data made available or the data that people have access to should only be used for their duties in the OWee. If a data breach is detected, this must be reported immediately to the OWee Board. The privacy statement of Delft University of Technology applies where relevant.

### **5.4**

The OWee board and its sponsors can use photos taken during the Event for promotional purposes by publishing it themselves in any medium without mentioning the owner or source. The OWee board reserves the right to refuse participants to make their own visual material at specific times.

### **5.5**

The entered personal data will be used to make the Event possible. Name, telephone number and (e-mail) address will be used for the communication about the OWee by the OWee Board and OWee committees that are assigned to this specific task.

### **5.6**

At registration for the OWee a name, phone number, (e-mail) address and any allergies will be communicated to the mentor of the OWee group to which the participant is assigned. Name and any potential allergies will be saved in an external application, providing access to meals during the OWee for the participants.

## **5.7**

At registration for a First Year's Weekend entered personal data, with exception to the entered data concerning VSSD, will be provided to the First Year's Committee of your studies.

## **5.8**

At registration for a Sleep-Inn house, name, e-mail address and telephone number will be provided to the responsible roommate of the house. There is only one responsible roommate per Sleep-Inn house. The provided personal data will only be used for communication concerning the sleeping spot.

## **Article 6: House rules**

### **6.1**

Consumption of alcoholic beverages under the age of 18 will lead to exclusion from the OWee.

### **6.2**

The use and sales of drugs are prohibited and will lead to exclusion from the OWee.

### **6.3**

Instructions from safety personnel and/or the organisation need to be followed at any time.

### **6.4**

It is not allowed to treat visitors in an unpleasant, aggressive, discriminating or intimidating manner.

### **6.5**

Weapons and guns are prohibited.

### **6.6**

if a violation of article 6.2, 6.4, and 6.5 is noted, the police will be warned and the participant will be excluded from further participation in the Event.

## **Article 7: Miscellaneous**

### **7.1**

Any case which is not included in these terms and conditions is decided upon by the organisation of the OWee.

### **7.2**

The organisation of the OWee can, when needed, decide to deviate from the terms and conditions.

### **7.3**

It is possible that the Mentor will receive notice on the Sunday of the Event that he/she will become a Mentor during the Event. As a result, he/she may not become a Mentor. In this case, the Mentor will receive a full refund and will not receive a participation strap.