

Van Gogh Museum Online Activities General Terms and Conditions

March 2022

These General Terms and Conditions are applicable to all online activities that are organized and offered by the Van Gogh Museum Foundation. Participants who buy a ticket for an online activity organized by the Van Gogh Museum thereby agree to these General Terms and Conditions.

General

1. By buying a ticket for an online activity you agree to these General Terms and Conditions.
2. Once your participation is confirmed, an agreement with the Van Gogh Museum comes into effect.
3. This agreement applies to all online activities organized by the Van Gogh Museum for which you can register via the website.
4. These General Terms and Conditions form part of the agreement.

Registration

1. A description of what a participant can expect from the activities, and what the costs of participation are, is given on the website.
2. Registration is only possible via the website of the Van Gogh Museum: <https://events.vangoghmuseum.nl/en/tickets>.
3. It is not possible to register by telephone.
4. You can only register for the full activity or series of activities.
5. For activities with a maximum number of participants the date of registration is decisive for placement in the activity.
6. Any activity will only proceed if, in the opinion of the Van Gogh Museum, there are sufficient participants.
7. Guests are not allowed, and will be refused at all times.
8. Missed online activities cannot be caught up on.

Payment

1. Payment to the Van Gogh Museum can only be made via the online payment platform.
2. The participant is responsible for complying with the payment obligation, also if the payment has not succeeded.
3. If a ticket is not paid for in good time, the Van Gogh Museum can deny the participant access to the activity in question.

Cancellation and inability to attend

1. Tickets bought for an online activity or series of activities of the Van Gogh Museum are strictly personal and are in the name of the buyer.
2. It is not possible to cancel or exchange tickets bought for an online activity or series of activities. If you have paid but cannot attend the activity or series of activities, or can only do so partly, you are not entitled to catch up on the activity or to a full or partial refund of the ticket.
3. If you are unable to attend an online activity or series of activities for which you have bought a ticket, it is possible to transfer the ticket to someone else. You must arrange for a replacement yourself. The transfer of a ticket is possible until 48 hours before the start of the online activity. To do so, contact info@vangoghmuseum.nl.
4. If you are unable to attend an online activity or series of activities for which you have bought a ticket then you should contact the museum via info@vangoghmuseum.nl.

5. If an online activity or series of activities cannot go ahead as a result of force majeure on the part of the Van Gogh Museum, and cannot be rescheduled, then the purchased ticket will be refunded.

Changes

1. All dates for online activities stated by the Van Gogh Museum are subject to change. No rights can be derived from this.
2. The Van Gogh Museum reserves the right to make changes to the schedule (such as dates, lecturer/speaker etc.) without purchased tickets being refunded.
3. If an online activity or series of activities cannot go ahead due to unforeseen circumstances, the Van Gogh Museum will offer the participants tickets for a future equivalent event. The Van Gogh Museum will ensure that all participants are informed of the new date in good time.
4. If the Van Gogh Museum is forced to cancel an activity, then the Van Gogh Museum is not liable for consequential loss or damage in whatever form. Tickets already paid for will be refunded.

Right of use of images, audio and materials

1. As a participant in an online activity you may not use, process or otherwise utilize or publish for commercial ends any illustrations, images or substantive information that are offered for the purposes of the programme, unless the Van Gogh Museum has given prior written permission for this. Infringement of this clause will have legal consequences in all cases.
2. It is, however, permitted to take photos of images and publish these on personal social media (with no commercial purposes). It is also permitted to take photos during the event that may be shared on personal social media.

Image and portrait rights

1. The Van Gogh Museum may take photos and make video and audio recordings during online activities. It is possible that a participant may be recognizably shown in these images. The Van Gogh Museum is entitled to use these images, for example for marketing purposes, websites and social media. By participating in an online activity the participant states that he or she is aware of this, and gives the Van Gogh Museum permission to use these images as described.
2. Participants may not make video or audio recordings of the lecturer/speaker or of other participants in the online activity and distribute these in any way.

Personal data and confidentiality

1. The Van Gogh Museum and its employees handle all information that is provided by participants, such as personal and business situations, as confidential. This information will only be used in the privacy of the online activity, and not further shared with third parties.
2. To be able to take part in the online activity, participants must log in via the social media or other channel that the museum uses for this purpose. The conditions of the social media or other channel in question apply. By using the chat function of the channel, the participant's name or nickname will be visible.
3. The Van Gogh museum reserves the right to use parts of the online activity, including the chat function, for marketing purposes.
4. The Van Gogh Museum adheres to all legal regulations in the processing of personal data. More information on how the Van Gogh Museum handles personal data can be found in the privacy statement on the website (<https://www.vangoghmuseum.nl/en/privacy>).

Disclaimer

The Van Gogh Museum does everything in its power to allow online activities to proceed in a pleasant and safe manner for all participants. The Van Gogh Museum can in no way accept liability for direct or indirect damage that has arisen as a result of incorrect or incomplete information on its website.

All products and services offered by the Van Gogh Museum are developed for educational or informative purposes.

Rules of conduct

The Van Gogh Museum does everything in its power to allow online activities to proceed in a pleasant and safe manner for all participants. We ask you to follow the instructions of the organization during the event.

The Van Gogh museum reserves the right to immediately deny a participant access to an online activity if:

- he/she does not follow the instructions of the organization;
- he/she in any way distributes promotional communications that have no connection with the event, or attempts to approach other participants with promotional plans or commercial activities that have no relation to the activity of the Van Gogh Museum;
- a participant makes or broadcasts audio or video recordings;
- a participant disturbs the event in any way.

If one of the above situations arises then the participant will be immediately removed from the event. The participant then has no right to a refund of the ticket price.