

TERMS AND CONDITIONS

Article 1. Definitions

TERMS AND CONDITIONS:

Terms and Conditions of JansenJager, beeldmakers, version October 2013, and of which the SPECIAL PROVISIONS are a part.

SPECIAL PROVISIONS:

SPECIAL PROVISIONS JansenJager – donor.

JansenJager, beeldmakers is registered in the Commercial Register under number 30214711, hereinafter: JansenJager. Holding offices in Utrecht and officially registered in Utrecht.

DONOR: the natural or legal person who donates, has donated or will donate money to JansenJager for the benefit of the completion of a PROJECT.

PROJECT: the project on the SITE of JansenJager to which the donor has specified to donate money.

(JansenJager) SITE: the websites <http://www.JansenJager.nl>, <http://www.nederlandwhiskyland.nl> and <http://www.ceesbijlstra.nl>

AGREEMENT: any and all agreements between JansenJager and donor.

Article 2. Relevant Terms and Conditions

2.1 These Terms and Conditions shall apply to all requests, tenders and contracts between JansenJager and donors unless the parties have expressly agreed otherwise in writing. Other (General) Terms and Conditions of the donor or of third parties are not applicable.

2.2 Oral statements, promises or agreements are not legally binding, unless confirmed in writing.

2.3 If one or more provisions of these Terms and Conditions become null or void, the remaining provisions will remain in effect.

Article 3. Agreement

3.1 Offers and tenders from JansenJager are completely without obligation and may be revoked by JansenJager at any time prior to or immediately after the establishment of the agreement.

DONATIONS AND PAYMENTS

Article 4. Donation

4.1 Both natural and legal persons may donate money for the benefit of a PROJECT through a site of JansenJager.

4.2 JansenJager returns payments if the PROJECT and the benefits for the donors cannot be completed in accordance with the information on the website.

4.3 The legal relationship(s) between JansenJager and donor are controlled by articles 175 through 188, Boek 7 BW (Burgerlijk Wetboek) regarding 'donation' mutatis mutandis.

4.4 In accordance with article 7:175 section 2 BW, a donation made by a donor to JansenJager is deemed donated if JansenJager, after acknowledging the donation, has not immediately rejected it.

4.5 Paid donations cannot be recovered. This is in agreement with article 46a t/m f from the Burgerlijk Wetboek 7, afdeling 9A: Overeenkomsten op afstand.

4.6. JansenJager takes responsibility for making the film ready for showing.

4.7 The acknowledged donation will only be used by JansenJager to cover production costs of the film.

4.8 JansenJager will maintain a thorough administration and records for the film, which will show what funds are spent, received and to be received.

4.9 The costs of the film will be managed according to a chart of accounts corresponding to the agreed upon budget of JansenJager.

5.0. No later than three months after start of the film operation, JansenJager, if desired, will discuss the production costs and expenditure overview (final accounts) of the film with the donor.

5.1 JansenJager will keep the donor informed about developments in the project through periodic updates.

5.2 JansenJager ensures that when the project is successfully financed via JansenJager, the donor will receive the agreed upon benefits within three months or, by exception, on a date to be specified. JansenJager is obligated to provide the benefits in a timely manner to the donor.

5.3 In the case of force majeure, JansenJager will establish new terms and conditions in order to complete the film.

Force majeure is hereby understood as the forced termination of film production:

- due to unforeseen national and/or international political and/or economic pressures;
- as a result of a national disaster or declaration of a state of emergency;
- by order of any statutory authority;

- natural disasters against which JansenJager could not reasonably protect itself;
- unexpected serious illness or death of the producer and director.

Article 5. Services and Liability JansenJager

5.1 Donor will indemnify and keep indemnifying JansenJager from all third party claims for reimbursement from damages in connection with the discussion between aforementioned parties and between these parties and JansenJager pursuant to any contract or other legal relationship, existing rights and obligations.

5.3 In no event shall JansenJager be responsible for the manner in which donors or others use the services and/or equipment and related facilities provided by JansenJager. In particular, donors or others will indemnify JansenJager from third party claims relating to the contents of the files, information and/or materials JansenJager makes available on its website.

5.4 JansenJager is not liable for damages caused by a failure or malfunction of the amenities of its services or equipment, unless there is indication of premeditation or gross negligence from JansenJager.

5.5 If JansenJager is liable as a result of a shortcoming or defect of its own, liability shall be limited to the direct material damage that is unequivocally related to the defect. Liability for any form of indirect or consequential damage is excluded.

Article 6. Links and Privacy Policy

6.1 JansenJager does not provide personal information to third parties without consent of the concerned individual and JansenJager uses personal information in accordance with its Privacy Policy.

Article 7. Other Provisions; Applicable Law

7.1 These Terms and Conditions are governed by Dutch law. All disputes that may result from this agreement will be submitted, to the exclusion of all others, to the authorized court in Utrecht.

Article 8. Privacy Policy

JansenJager respects and protects the privacy of donors and takes the necessary steps to protect their personal information.

Sharing information

JansenJager only shares personal information of its users with third parties in the following circumstances:

- If JansenJager obtained consent therefore from the user. Sharing of your personal information always requires your explicit consent, possibly through an opt-in system.

- If JansenJager in good faith believes that access, use, preservation or sharing this information is reasonably required

a) to satisfy any applicable law, regulation, legal procedure or an enforceable governmental request,

b) to ensure compliance with the terms of use, including researching the non-compliance thereof by the user,

c) to trace, prevent or resolve problems related to safety, fraud or technical problems, or

d) to prevent, as much as possible, infringement of rights, property or safety of the Service, its users or the public, as required and authorized within the limits of the law.

If JansenJager shall fuse, blend or in any other way merge with another organisation, JansenJager will inform the donors prior to such merger that any personal information associated with the user's account will be transferred to a third party and therefore another privacy policy may be applicable.

8. GOVERNING LAW

In this agreement, Dutch law is applicable.

Donor declares to be aware of the complete text and accompanying text on the SITE and to accept it.