

General terms and conditions

1. Go Short: Foundation Go Short, located in Nijmegen at Mariënborg 75 (6511 PS), registered with the Chamber of Commerce under number 09184776, user of these general terms and conditions.
2. The Client: the (potential) purchaser of Tickets and/or other services offered by Go Short. The Client does not have to be a Visitor.
3. The Visitor: the natural person who participates in the Event. The Visitor does not have to be a Client.
4. Event: any activity organized by Go Short.
5. Ticket: a (digital) document provided by Go Short that allows The Visitor to gain access to a specific Event.
6. Go Short declares these general terms and conditions applicable to every agreement relating to participation to an Event by The Client/Visitor.
7. Third parties involved by Go Short in the execution of the agreement may also invoke these general terms and conditions.
8. Each offer is only valid while supplies last.
9. All specifications provided by Go Short regarding numbers, colors or sounds in the designs, drawings, images, photos, videos, or models shown or provided are merely indicative. A minor deviation from these specifications in the final performance does not constitute a failure to fulfil the agreement on the part of Go Short.
10. A Ticket entitles one Visitor to one-time access to the Event, unless otherwise agreed in writing.
11. The minimum age for admission to the Event is 18 years, unless otherwise agreed.
12. All services provided by Go Short are performed on the basis of a best-efforts obligation, unless and insofar as Go Short had expressly promised a result in the written agreement and the result in question has also been described with sufficient certainty. Go Short represents the interests of The Client within the limits of the assignment provided. Go Short will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The Client acknowledges that Go Short has artistic freedom in the performance of the agreement insofar as no specific and concrete characteristics, functions, or wishes of The Client have been laid down in the mail agreement/quotation.
13. Go Short will endeavor to fulfill the agreement within the specified/estimated period. This period is not fatal, which means that The Client must always first give Go Short notice of default, setting a generous and reasonable period of at least 30 days, before any remedy can be sought. The Client cannot terminate the agreement upon expiry of this period and is not entitled to compensation. After expiry of this period, the parties will endeavor to perform the agreement within a reasonable period of time.
14. Go Short is free to have the assignment and/or delivery carried out by third parties. Article 7:404 of the Dutch Civil Code is expressly excluded from the agreement.
15. If The Client or The Visitor causes nuisance and/or disturbance, or if it is reasonably assessed that they are likely to cause nuisance or disturbance, such that – in the opinion of Go Short – this will impede the proper and responsible execution of the agreement by Go Short, Go Short may exclude The Client or Visitor from further continuation of the agreement and thereby deny them (further) access to the Event. All resulting damage will be borne by The Client itself.

16. Go Short expressly accepts no obligation to assess submitted films if they do not meet the relevant conditions. If a film does not meet the conditions, it will be considered not received. In the foregoing case, The Client is not entitled to any refund.
17. Go Short is completely free to decide which film(s) will and will not be selected for a festival/Event. Submitting a film (whether or not it meets all the conditions) is expressly no guarantee that the film will be shown. If The Client's submitted film is not selected for a film festival/Event, The Client is not entitled to any refund.
18. If The Client's film is selected for screening at a film festival/Event, it must provide Go Short with everything necessary for the screening in a timely manner. If The Client fails to do so, resulting in its film not being screened (on time), The Client indemnifies Go Short in this regard.
19. Go Short is always entitled to replace a spokesperson with another, if this does not negate the purpose of the workshop, without this giving rise to any right to compensation or damages. Go Short will endeavor to arrange a similar replacement and/or an online connection but makes no guarantees in this regard.
20. If Go Short issues accreditation to The Client, it will be registered in The Client's name. Accreditations are not transferable or saleable without the express permission of Go Short.
21. In the event of an agreement for services, Articles 7:408 and 7:764 of the Dutch Civil Code are expressly excluded from the agreement with regard to The Client acting in the course of a profession or business, as a result of which assignments cannot be terminated. If The Client is not acting during a profession or business, the statutory provisions on termination apply, whereby reasonable remuneration and expenses as referred to in Articles 7:406 and 7:411 of the Dutch Civil Code are considered/calculated.
22. The Visitor expressly bears sole responsibility for providing information about any allergies at food/drink stands. If The Visitor has allergies, she must refrain from any consumption in relation to the above. If The Visitor experiences any form of allergic symptoms, she must refrain from (further) consumption. Go Short bears no responsibility in this regard.
23. Visitors are expressly prohibited from consuming excessive amounts of alcoholic beverages and/or other intoxicating substances (such as, but not limited to, cannabis and/or other types of drugs) during the term of the agreement.
24. Clients acting in a professional or business capacity may, if they use accreditations, reserve performances within 24 hours before the start of Events and/or festivals. They expressly bear responsibility for this themselves.
25. 25. Visitors must take their own measures, for example, but not limited to, to purchase earplugs against possible loud noises.
26. The Client acknowledges that Go Short is only aware of and can only influence the content it has created and other items she has supplied and provided. Existing content and/or content supplied by third parties (such as films supplied by third parties) do not fall within the scope of Go Short's activities or responsibility.
27. All services are provided based on a best-efforts obligation. All services are accepted with all factual and legal defects. Participation in the agreement is at own risk.
28. The Client is only entitled to a warranty and/or remedy because of a shortcoming if this is expressly stated in the main agreement or these general terms and conditions. The Client is obliged to check the delivery and performance as soon as possible, but within 24 hours, for conformity in terms of quantity and quality. If the performance does not meet the conformity agreed upon in the agreement, and there is therefore a defect, The Client must inform Go Short of this within 7 days of performance/delivery.

29. After the information has been provided as referred to in the previous article, Go Short will reasonably repair or replace the defect free of charge. If neither of the two remedies described above offers a solution to effectively remedy the defect, The Client has the right to (partially) terminate the agreement regarding this defect. The foregoing applies without The Client being entitled to any compensation. When determining whether there is a defect, account must be taken of the best-efforts obligation that Go Short has undertaken and, among other things, of Article 12.
30. If the defect has arisen due to an error attributable to The Client or if The Client has informed Go Short too late about the defect, it's right to repair, replacement, or possible dissolution as described in this article will lapse. The burden of proof that the error is not attributable to The Client lies with The Client.
31. The existence of a defect does not suspend The Client's payment obligation.
32. During the agreement, The Client and The Visitor must behave attentively and properly, and The Client and The Visitor must take all necessary safety and precautionary measures to prevent damage as much as possible. The Client is obliged to properly instruct any of its own personnel (i.e. Visitors) regarding the performance of the agreement, i.e. acting in accordance with Go Short's instructions. The Client shall also inform its personnel (i.e. Visitors) of (the relevant provisions of) these general terms and conditions. The personnel (i.e.Visitors) are obliged to comply with all reasonable instructions from Go Short. Go Short is never liable for (part of) any damage that would have been prevented if the instructions for use or instructions had been followed.
33. Go Short is only liable to The Client for direct damage suffered by The Client and only in the event of intent or gross negligence.
34. If Go Short is liable to The Client, this liability is limited to the amount paid out under the professional/business liability insurance or other liability insurance taken out by Go Short, but not exceeding (in the event that no insurance claim can be made or if the insurance does not pay out) the invoice amount from which the damage arose, increased by 15%.
35. Except in cases of intent or deliberate recklessness, Go Short's liability does not extend to consequential damage, indirect damage, immaterial damage, damage due to delay, property damage, reduced goodwill, lost turnover and/or profit, etc.
36. The Client indemnifies Go Short against any damage incurred by third parties in connection with the agreement because of Go Short's actions, including omissions, based on information, data, and documents provided by The Client that are incorrect, incomplete, or late, or that deviate from these general terms and conditions.
37. In all cases, the period within which Go Short can be held liable for any remedy, such as compensation for damage, is limited to 12 months after performance.
38. The Client and/or The Visitor is personally liable for accidents/incidents caused by participating in an activity at the Event that is not organized by Go Short.
39. Go Short is not responsible for statements, actions, or performances by third parties. Unless expressly stated otherwise, Go Short is not a party to the agreement concluded between The Client or The Visitor and the third party. Go Short therefore offers no guarantees for the quantity or quality of the deliveries (Tickets or services) of The Client or The Visitor. All claims and other disputes must be resolved between them.
40. Go Short uses (among other things) external providers at its Events. Go Short is under no circumstances responsible for the actions and omissions of Visitors who have entered into an agreement with a third party acting independently at the Go Short Event and Go Short is never liable for the content of the agreement and its

execution, such as, but not limited to, the display of trigger warnings. Go Short does not assess the creditworthiness of Visitors and cannot guarantee the accuracy of the information it has received from third parties.

41. Force majeure is understood to mean, in addition to what is understood in this regard in law and case law, all external causes, foreseen or unforeseen, over which Go Short has no influence. This includes illness of (hired third parties of) Go Short, war, strikes, traffic disruptions, unforeseeable stagnation, disruptions in energy supply, transport difficulties, fire, loss or damage during transport, import and/or export restrictions, shortcomings of third parties on which Go Short depends in the performance of the agreement with The Client, epidemics, pandemics, (extreme) weather conditions, and government measures.
42. During force majeure, Go Short's obligations will be suspended. If fulfillment is impossible for more than one month due to force majeure or if there are other circumstances that make it disproportionately difficult for Go Short to fulfill its obligations, Go Short is authorized to terminate the agreement in whole or in part by notifying The Client and without judicial intervention, without any obligation to pay compensation in that case.
43. By entering the premises where the Event takes place, The Client/Visitor grants permission to be filmed and/or photographed. Go Short reserves the right to use the visual materials for its own promotional and/or communication purposes.

This translation can only be used in combination with and as explanation to the Dutch text. In the event of a disagreement or dispute relating to the interpretation of the English text the Dutch text will be binding.

These terms and conditions have been drawn up by Bleijerveld Juridisch advies
