

General Conditions

The Derek Ogilvie Fanclub foundation has been set up on 20 October 2008 and is a recognised fanclub of Derek Ogilvie. The Derek Ogilvie Fanclub foundation is established in Leiden and registered with the chamber of commerce with number 27328377.

Definitions

In these general conditions are understood under:

- General conditions: the general conditions of the Derek Ogilvie Fanclub foundation.
- Fanclub supporter: the person with whom the Derek Ogilvie Fanclub foundation has an agreement.
- Agreement: the agreement for providing the services of the Derek Ogilvie Fanclub foundation to the supporter.

To the fanclub supporter and the Derek Ogilvie Fanclub foundation (hereafter to call fanclub) applies at use of the fanclub services the announced conditions. By using the services of the fanclub the fanclub supporter is considered to agree with these general conditions. The fanclub has the right to change the general conditions and if they do they will inform the fanclub supporter by e-mail within one week notice. A change in the law and/or legislation will directly have impact on the general conditions as from the moment that the change in the law and/or legislation will be effective. The fanclub supporter will not be reported about this.

Article 1 - general

1.1 The fanclub carries the name: Derek Ogilvie Fanclub foundation.

1.2 The fanclub is established in Leiden.

Article 2 – mission

2.1 The foundation has the mission to:

- a. The promotion of a good bound with and procuring information of Derek Ogilvie between the supporters, the fanclub and Derek Ogilvie themselves.
- b. At national and/or international level, as far as possible, looking after the interests of the fans van Derek Ogilvie in general and of the supporters in particular.
- c. Reinforcing the bound between the supporters.
- d. Supporting of charity in favour of children in need which Derek Ogilvie approves of.

2.2 The foundation will try to reach her goals by:

- a. Using its influence on matters which is related to the mission of the foundation.
- b. Organising meetings and activities, if possible, with Derek Ogilvie present.
- c. Representing the supporters in maintaining contacts with all that are concerned.
- d. Providing information to the supporters by, among other things, a newsletter.
- f. Active bringing in associated participants, supporters, sponsoring and such to keep the net costs of the organisation as low as possible.
- g. All other resources, which are for the aim of the foundation favourable.

Article 3 - description of the services

Each supporter of the fanclub gets, among other things, the following items:

- a. A periodic newsletter.
- b. Participation to questions where Derek Ogilvie provides his contribution to.
- c. The possibility of taking part in a lottery to gain tickets for one or more 'meet Derek' day per year.
- d. Access to the private area of the website.
- e. Access to the web shop.
- f. Indication of his/her name on the website if they donate more than € 10,00.

Being a supporter gives you no right to a reading from Derek Ogilvie.

Article 4 – Being a supporter

4.1 The supporters can be either persons and/or legal persons.

4.2 Becoming a supporter means you donate at least € 10,00 a year. When the donation has been received on the bank account you get access to the secure part of the website for one year.

4.3 The board of the fanclub determines the minimum donation annually and

communicates these swift to the supporters by newsletter. The board keeps up a member register.

4.4 The donation is personal and not transmissible in any way.

4.5 Sponsorship will be for one (1) year which each time automatically will be extended without notice for a period from one (1) year as mentioned in Article 7.2. If for any reason the fan club comes to an end, the donation already paid will not be returned

4.6 Sponsorship period is per calendar year.

4.7 Supporters outside the Netherlands pay the donation by bank or cash in advance and will receive notice before the sponsorship expires.

Article 5 – Trademarks and intellectual property

5.1 The intellectual property to all elements of the website and the fanclub newsletter, including (but does not restrict up to) the copyright, database rights, trademarks, knowledge, confidential information and collections of personal information, is property and/or are managed by the fanclub, unless mentioned differently.

5.3 Official pictures and movies will always be property of RTL and Derek Ogilvie and will exclusively be used by the Derek Ogilvie Fanclub after permission of RTL Nederland and Derek Ogilvie. If this rule is ignored, a warning follows. If no action is taken, the perpetrator will be removed from the fanclub.

Article 6 - confidentiality declaration

6.1 It has been absolutely prohibited for the contents of the fanclub website, email newsletter or in which form of reporting without written authorization to:

- Copy;
- Distribute;
- Publish (also not for other Internet sites);
- Change, and
- forwarding.

If this occurs, the fanclub preserves the right to cancel the sponsorship and proceed.

Article 7 - suspension/denunciation sponsorship

7.1 Supporter ship ends by:

- a. Written denunciation of the supporter.
- b. If the legal person, who is the supporter of the fanclub, stops to exist.
- c. If the board of the fanclub has cancelled the sponsorship.
- d. Death of the supporter.

7.2 Denunciation of the sponsorship by the supporter can occur only against the end of the period of the sponsorship. Interim suspension with refund of donations is not possible.

Denunciation occurs by written notification, which at the latest sixty (60) days, must be in the possession of the fanclub board before due date. If a denunciation has not taken place the sponsorship passes through to the end of the next due date, unless the fanclub board decides otherwise or if of the supporter reasonably cannot be demanded to let continue the sponsorship.

7.3 The fanclub preserves the right of ending the sponsorship immediately at each moment when the supporter is acting against the law or is acting against this general conditions of this agreement.

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