

Terms / Impressum

Terms & Conditions

This document defines the terms and conditions between By Whyte! and you when you purchase a ticket or register for any event or conference organized by By Whyte! or participate in any survey by By Whyte!.

By purchasing a ticket or registering for an event or conference organized by By Whyte! or participating in a survey, you agree to comply with these terms and conditions. Please read this document carefully.

By Whyte! reserves the right to change the terms and conditions at any time. Any amendments to the terms and conditions will be posted to this website.

Organizer

Hackatrain is organized by By Whyte!, a wholly Dutch-owned company, which is primarily in the business of organizing technology events.

Declaration of Consent

I hereby give my consent for By Whyte! and its subsidiaries to collect, process and use my personal data for the purposes of processing the purchase of my ticket and for any other use to which I have consented.

Hackatrain

The Organization of Hackatrain is disciplined by the an agreement between the By Whyte! and Tech Open UG. Tech Open UG is a wholly German-owned company, which is primarily in the business of organizing technology events.

By Whyte! is not responsible for the accuracy of information posted by Tech Open UG. Nor shall it be held liable for any damage or injury to organisers or visitors resulting from participation in a Tech Open UG event.

Purchasing Tickets

I hr this purpose. Should you wish your data to be removed you must request Hackatrain (and subsidiaries) to do so in writing. Requests will be processed withereby give my consent for the mandatory and voluntary data collected from me in the course of purchasing and or registering for tickets sold by Hackatrain (and subsidiaries). I further give my permission for my user account details to be stored. I acknowledge that I may provide Hackatrain (and subsidiaries) a reasonable timeframe to remove my details in the event that I no longer wish them to be stored. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored foin a 30-day period. Requests can be emailed to

info@hackatrain.nl or addressed to: By Whyte!, Hoofdweg 80-1, 1058 BE Amsterdam.

Online Surveys

I hereby give my consent for By Whyte! (and subsidiaries) to store any voluntary information I may provide in the course of participating in an online survey. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

Ticket Registration

I hereby give my consent for By Whyte! (and subsidiaries) to use for the purposes of processing complimentary or otherwise ticket registration the mandatory data and any voluntary data I provide when registering a complimentary admission ticket. I further give my consent for the voluntary data provided. I acknowledge and accept that my data will be used for commercial purposes in accordance with this Data Protection Policy and Declaration of Consent and will be retained and stored for this purpose.

Use of Personal Data for Advertising Purposes

By Whyte! (and subsidiaries) will not sell your name, address, e-mail address, credit card information or personal information to any third party without your permission. I hereby give my consent for By Whyte! (and subsidiaries) to store the following types of data as a profile for internal purposes: mandatory and voluntary data collected when purchasing tickets, mandatory and voluntary data collected when registering a complimentary admission ticket as well as the date of the ticket registration, voluntary disclosures when participating in online surveys.

I give consent for By Whyte! or subsidiary companies to analyze and use the data for the purpose of targeted advertising communications to me on relevant topics and products in connection with By Whyte! or subsidiary events and promotions. If I have provided my mobile telephone number, then I consent to By Whyte! or subsidiary companies to contact me by SMS in relation to events for which I am purchasing a ticket or registering an expression of interest. I furthermore consent to the mathematical and statistical analysis of my personal data for advertising purposes (scoring). However, my e-mail address may be used for advertising purposes only with my expressed consent. I also give my consent for my data to be updated and supplemented with additional data.

Personal Information

When personal information (e.g. name, e-mail address, work address, phone numbers and other contact information) is provided through the By Whyte! website, Eventbrite or directly to us by e-mail you give consent to By Whyte! for:
Processing and administering your personal data to perform all necessary actions to give effect to your request or instructions
Retaining a record of incoming and outgoing communications (e.g. email) to process your personal data as outlined in this Privacy Statement.

By Whyte! may also collect the following information about you:

Information that you provide by filling in forms on our site.

Name and physical shipping, contact and payment addresses.

Email address and telephone numbers

Date of birth

Tax identification or VAT number (if applicable)

If you contact us we may keep a record of that correspondence.

Information we receive from credit reference and fraud detection agencies or other third parties we may use to verify your information. We may ask you to complete surveys for research purposes, although you do not have to respond to them. Your personal preferences related to events and information that you share with us with your consent via third parties such as Facebook correspondence, testimonials, photos, blogs, writings, customer satisfaction surveys or customer service communications that you may send us.

Right of Access

You have a right to be given a copy of any of your personal data held by By Whyte! in accordance with the Dutch Data Protection Acts subject to certain exceptions.

Requests for a copy of your personal data can be emailed to Info or addressed to: By Whyte!, Hoofdweg 80-1, 1058 BE Amsterdam.

Right of Rectification or Erasure

If By Whyte! hold incorrect information about you which was originally submitted by you through this website or through Eventbrite, you have the right to have the data amended. Further, you have the right to have any information you have sent to us via this website or Eventbrite erased. To request your right to rectification and/or erasure please send your request to info@hackatrain.nl or in writing to: By Whyte!, Hoofdweg 80-1, 1058 BE Amsterdam.

Requests should include:

Your name and address.

A description of the specific personal data you wish rectified.

Please note that By Whyte! is not required to rectify or erase your data where doing so would prevent you from meeting your contractual obligations to By Whyte! or where By Whyte is required to process (including retaining) your personal data for a lawful purpose in accordance with the Dutch Data Protection Acts.

The security of your Personal Information is important to us. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure.

Therefore, while we strive to use commercially acceptable means to protect your Personal Information, By Whyte! cannot guarantee its absolute security and cannot accept any liability where the security of your Personal Information is compromised.

Changes to this Policy

By Whyte! reserves the right to modify this Data Protection Policy and Declaration of Consent at any time. Any changes will be posted on our homepage and other places we deem appropriate so that you are aware of the changes.

Refund and Cancellation Policy

All purchases of tickets for conferences and events are non-refundable in their entirety.

Your ticket remains the property of By Whyte! and is a personal revocable license, which may be withdrawn, and admission refused at any time.

In the unlikely event of cancellation of a conference or event the liability of By Whyte! is limited to the share of paid registration fees that remains after credit card and payment processing fees have been incurred and deducted.

It is strictly forbidden for any company, organisation or attendee to attempt to host or organize any event in conjunction with, contiguous to or purporting to be related to the By Whyte! or its affiliates without the express prior permission and cooperation of By Whyte!. In the event of breach of these terms any tickets purchased by the organizer and their affiliates will be rendered null and void, without refund, and By Whyte! may also seek damages.

The tickets purchased are for your own personal use or that of your business only and may not be re-sold or transferred for commercial gain under any circumstances, including but not limited to use as part of any promotion or competition.

We reserve the right to cancel any ticket purchase made by any person or body whom we reasonably believe to be associated with any ticket broker or tout.

By Whyte! reserves the right to refuse admission to any event or conference for any behavior, which it deems unacceptable, or for breach of the terms and conditions.

The unauthorized use of photographic and recording equipment at events and conferences can subject to restriction. You consent to film and sound recording as attendees at any event or conference.

By Whyte! and its subsidiaries will not be liable for any loss injury or damage to any person or property howsoever caused (save for death or personal injury as a result of By Whyte!'s negligence or for any other type of liability that cannot by law be excluded or limited.)

For questions about registration or assistance with any registration problems, please contact us at info@hackatrain.nl

Event Cancellation, Postponement & Substitution Policy

By Whyte! is not responsible for any loss or damage as a result of a substitution, alteration, cancellation or postponement of an event. By Whyte! shall assume no liability whatsoever in the circumstances that an event is cancelled, rescheduled or postponed due to a fortuitous event, Act of God, unforeseen occurrence or any other event that renders performance of an event impracticable, illegal or impossible. For purposes of this clause, a fortuitous event shall include, but not be limited to: war, fire, labour strike, extreme weather or other emergency.

Any substitutions or alterations will be updated on our web page as soon as possible.

Delivery Policy

Once a successful purchase transaction has been completed, tickets for Tech Open Air, organized by Tech Open UG, are delivered in electronic soft-copy via email to the email address nominated by the purchaser. You will receive your return train ticket from Amsterdam to Berlin on July 14th at the Hackatrain registration. For some ticket types it may be necessary to complete required information – such as attendee name – before the tickets can be issued. The ticket acts as a receipt for the transaction and can be used to redeem entry at the event listed on the ticket. A printed hard-copy ticket or an electronic soft-copy ticket detailing the reference number can be used to register at the event.

Dutch law governs these terms and conditions and any dispute are subject to the exclusive jurisdiction of the Dutch Courts.

IMPRESSUM

By Whyte!

Postal Address:
Hoofdweg 80-1
1058 BE Amsterdam

Email: info@hackatrain.nl
Trade Registry Number: KvK 62648497

Responsible for Content:

Amal Whyte

Liability disclaimer:

Although the greatest care and attention is taken, we are not responsible for the content of third party websites linked from this page.