

GRAB!

At GRAB!, we are convinced that a successful experience is based above all on mutual respect, consent, security, discretion and benevolence.

The purpose of these rules is to protect each participant, to guarantee a serene environment and to define the rules applicable to all events organised by TKA Concept ASBL.

GRAB values!

- ✓ Respect
- ✓ Consent
- ✓ Elegance
- ✓ Discretion
- ✓ Benevolence
- ✓ Hygiene
- ✓ Tolerance
- ✓ Privacy

RULES OF PROCEDURE (FR)

Applicable to all private events organised by TKA Concept ASBL

Official version

These rules constitute the permanent contractual framework applicable to all events organised by **TKA Concept ASBL**, unless otherwise provided for a specific event.

Any participation in an event organised by TKA Concept ASBL implies full, complete and unreserved acceptance of these rules.

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PREAMBLE

The events organised by **TKA Concept ASBL**, under the brand GRAB !, are based on five fundamental principles:

- respect for people;
- free and informed consent;
- discretion;
- security;
- benevolence.

Each participant contributes to preserving a safe, respectful and friendly environment.

The purpose of these rules is to define the rules applicable to all participants in order to guarantee the smooth running of events.

ARTICLE 1 — PURPOSE AND CONTRACTUAL SCOPE

These rules constitute a contractual commitment enforceable against any participant.

Any registration, reservation, partial or full payment, or presence at the event venue constitutes full, complete, irrevocable and unreserved acceptance of these rules.

Payment also constitutes acknowledgement that the participant has read these rules before booking.

These rules apply to all events organised by TKA Concept ASBL, unless special provisions are expressly communicated for a specific event.

In the event of a contradiction between a particular provision and this Regulation, the special provision shall prevail only for the event concerned.

ARTICLE 2 – CONDITIONS OF ADMISSION

Participation is exclusively reserved for people:

- at least 18 years of age;
- legally capable;
- participating freely and voluntarily.

The organizer reserves a discretionary right of admission.

Any application may be accepted or refused when deemed necessary to preserve:

- security;
- the balance of the event;
- conviviality;
- respect for the values of GRAB!.

The organiser is not obliged to give reasons for its decision.

Any exclusion pronounced due to non-compliance with these rules will result in the immediate loss of the sums paid, without refund, subject to the applicable legal provisions.

Bookings are strictly personal and cannot be transferred to a third party without the prior agreement of the organisation.

The organiser may also refuse or cancel a registration when it considers, on the basis of objective elements, that the participation of a person is likely to compromise the safety, balance or smooth running of the event.

ARTICLE 3 — CONSENT AND INTEGRITY

Consent is the essential foundation of any interaction.

It must be:

- free;
- specific;
- enlightened;
- explicit;

- reversible.

Consent can never be:

- presumed;
- imposed;
- obtained under pressure;
- obtained under threat;
- obtained because of a state of intoxication or impaired discernment.

The withdrawal of consent requires the immediate cessation of all interaction.

Any pressure, intimidation, harassment or violence will result in immediate exclusion from the event.

Enhanced protection of consent

It is a serious violation of these rules to voluntarily remove a condom during sexual intercourse, to fail to use a condom when it has been agreed between the partners, or to have sex without a condom without the free, prior and informed consent of the other participant.

The participant concerned will be immediately excluded from the event by the organizers or security guards, without refund.

The facts may be reported to the competent authorities in accordance with Belgian law.

All participants are invited to immediately report to the organizers any situation that may endanger a person present.

The organization will take all necessary measures to guarantee the safety of the participants.

The absence of opposition never constitutes consent.

Silence, hesitation, fear or a state of physical or psychological incapacity cannot be interpreted as consent.

ARTICLE 4 – CONSENT WITHIN COUPLES

Consent remains strictly individual.

The agreement given by one member of a couple never amounts to consent for the other.

Each participant retains the right at all times to:

- to accept;
- to refuse;
- interrupt an interaction.

Any attempt to exert pressure on a partner may result in the immediate exclusion of the responsible participant.

ARTICLE 5 – GENERAL CONDUCT

Each participant agrees to behave respectfully:

- the other participants;
- the organizers;
- security guards;
- the staff present.

In particular, the following are prohibited:

- any violent behaviour;
- any discrimination;
- any unauthorized image capture;
- any financial transactions between participants;
- any introduction by an unregistered person;
- any criminal offence;
- any behaviour that damages the image of GRAB! or TKA Concept ASBL.

Any violation of this article may result in immediate exclusion without refund as well as a report to the competent authorities when the circumstances justify it.

It is forbidden:

to use a mobile phone in intimate spaces, unless expressly authorised by the organisation.

The organization can ask any person who is obviously drunk to leave the premises even in the absence of aggressive behavior, without any refund.

SECTION 6 — SUBSTANCES, ALCOHOL AND SAFETY

6.1 General Principle

In order to ensure the safety of all participants, the smooth running of the event and the validity of the consent, each participant undertakes to behave responsibly throughout the entire event.

6.2 Alcohol

The consumption of alcoholic beverages is permitted in accordance with applicable legislation and must remain reasonable.

Any excessive consumption of alcohol that is likely to:

- compromise the safety of participants;
- disrupt the smooth running of the event;
- impairing a person's ability to give free and informed consent;
- Causing aggressive, disrespectful or dangerous behaviour,

may result in the immediate intervention of organizers or security guards.

Depending on the severity of the situation, the participant may be:

- invited to leave the premises;
- immediately excluded from the event;
- deprived of any possibility of refund.

6.3 Illicit Substances

The possession, consumption, distribution, exchange or facilitation of the consumption of any illicit substance is strictly prohibited.

Any person found in violation will be immediately excluded from the event by the organizers or security guards, without refund.

When circumstances warrant, the organizer reserves the right to inform the competent authorities.

6.4 Drugs and licit substances

Each participant remains solely responsible for the effects related to the use of medications, licit substances or any other product likely to alter:

- his discernment;
- his vigilance;
- his capacity to consent freely;
- or his behavior.

The organizer may take any measure deemed necessary to preserve the safety of those present.

6.5 Decision of the organizers

Decisions taken by the organisers or security agents in the context of the protection of participants are immediately enforceable.

Any refusal to comply may result in immediate exclusion from the event.

ARTICLE 7 – HEALTH AND PREVENTION

7.1 Individual Responsibility

Each participant remains fully responsible for their health and the decisions they make during the event.

Participation implies acceptance of the risks inherent in interactions between consenting adults.

7.2 Prevention

In order to reduce risks, the organization strongly recommends:

- the use of condoms during sexual acts;
- regular screening for sexually transmitted infections (STIs);
- compliance with good hygiene practices.

Means of protection are made available by the organisation.

7.3 Consent and Protection

The use of a condom never dispenses with the free and informed consent of the other participant.

Conversely, consent to sexual relations is never equivalent to consent to unprotected sex.

The organizer is not responsible for sexual acts without a condom between consenting people.

7.4 Possible sanitary bracelet

When the organization sets up a voluntary bracelet system after presentation of a recent screening:

- no medical documents are kept;
- no health data is recorded;
- no health guarantee is given;
- The bracelet does not constitute a medical certificate.

7.5 Limitation of Liability

Each participant assumes the health consequences resulting from his or her personal choices.

The organizer cannot be held responsible for the transmission of a disease between participants, except in the case of gross negligence or intentional misconduct established in accordance with applicable law.

ARTICLE 8 — DISCRETION, CONFIDENTIALITY AND RESPECT FOR THE NEIGHBOURHOOD

8.1 Principle of confidentiality

Confidentiality is one of the essential foundations of the events organised by TKA Concept vzw.

Each participant undertakes to strictly respect the anonymity and privacy of the other participants.

8.2 The following are prohibited:

- disclose the identity of a participant;
- provide information that allows the person to be identified;
- publish photographs or videos without permission;
- Record private conversations.
- Spread information about the event on social media without
- Any publication that identifies the location of the event before or during the event is prohibited without prior permission. Authorization.
- Wearing smart glasses at events.

8.3 Respect for the neighbourhood

The participants undertake to preserve the tranquility of the neighbourhood.

In particular, it is forbidden to:

- create noise pollution;
- parking in an anarchic manner;
- to provoke gatherings outside;
- to leave the access doors open;
- to open windows when prohibited by the organizers.

8.4 Violation

Any violation of these provisions may result in immediate exclusion without refund.

The organizer reserves the right to claim compensation for any damage suffered.

ARTICLE 9 – SECURITY OF PREMISES

Safety is an ongoing priority.

Each participant undertakes to respect:

- the instructions of the organizers;
- the instructions of the security guards;
- fire rules;
- evacuation plans;
- the authorized areas.

Any deliberate damage to the premises or equipment engages the personal responsibility of its author.

Any deliberate endangerment of others will result in immediate exclusion from the event.

In the event of an emergency, the decisions of the organisers and the emergency services must be implemented immediately.

ARTICLE 10 — LIABILITY

10.1 Mission of the organizer

TKA Concept ASBL acts exclusively as an organiser of the event.

The association does not participate in any private interaction between participants.

10.2 Limitation of Liability

Subject to the mandatory provisions of applicable law, the organizer cannot be held liable in particular:

- freely consented interactions between participants;
- the conduct of a third party;
- loss, theft or damage to personal belongings;
- fraudulent recordings made by a participant or a third party;
- consequences resulting from acts freely consented to between adults.
- The participants remain solely responsible for any civil or criminal consequences that may result from their actions.

10.3 Responsibility of the participant

Each participant remains personally responsible for his or her actions.

He undertakes to indemnify TKA Concept ASBL for any conviction or claim resulting directly from his wrongful conduct.

10.4 Gross negligence

The limitations of liability set out in this Regulation shall not apply in the event of gross negligence, willful misconduct or any other case where such limitation would be prohibited by applicable law.

ARTICLE 11 – FINANCIAL PARTICIPATION AND BOOKING CONDITIONS

11.1 Nature of the financial participation

The financial contribution requested from participants exclusively covers the costs related to the organisation of the event, in particular the rental of the premises, logistics, security, services, equipment, consumables and general organisational costs.

It does not constitute remuneration for an act, a service or a relationship between participants.

Payment accompanied by the participant's confirmation by electronic form, e-mail or instant messaging, implies acceptance of these rules.

11.2 Booking

All reservations are nominative.

It may not be assigned or transferred to a third party without the prior written consent of TKA Concept ASBL.

Any attempt to transfer without authorization may result in the cancellation of the reservation.

11.3 Deposit

All bookings become final only after receipt of the requested amount.

The payment is:

- full and complete acceptance of these Internal Regulations;
- acceptance of the general terms and conditions of organization;

- acknowledgement that the participant has read the applicable rules prior to registration.

11.4 Cancellation

Unless otherwise expressly communicated by the organiser or mandatory legal provisions apply, payment remains with TKA Concept ASBL in order to cover the costs already incurred.

A refund may be made according to the specific conditions communicated for each event.

11.5 Exclusion

Any exclusion pronounced for violation of these rules does not entitle the holder to any refund of the sums paid, subject to the applicable mandatory legal provisions.

ARTICLE 12 — INSURANCE

TKA Concept ASBL declares that it has civil liability insurance with AXA Belgium, covering its activity as an event organiser.

This insurance exclusively covers the own liability of the organizer and his team.

In particular, it does not cover:

- the personal acts of the participants;
- damage caused intentionally;
- loss or theft of personal belongings;
- the consequences resulting from the interactions between participants.

Each participant remains responsible for his or her own personal insurance.

ARTICLE 13 – FORCE MAJEURE

In the event of force majeure or circumstances beyond the control of TKA Concept ASBL, in particular:

- natural disaster;
- fire;

- pandemic;
- administrative decision;
- unavailability of the venue;
- an event that jeopardizes the safety of participants;

The organizer may:

- postpone the event;
- modify its course;
- or cancel it.

The organizer cannot be held liable beyond the obligations provided for by law.

ARTICLE 14 — EVIDENCE

The following elements constitute admissible evidence between the parties:

- registration forms;
- electronic exchanges;
- emails;
- booking confirmations;
- bank transfers;
- handwritten or electronic signatures;
- attendance lists.

Such material may be produced in any proceeding in accordance with applicable law.

ARTICLE 15 — Mediation or any other alternative dispute resolution, GOVERNING LAW AND JURISDICTION

Any dispute relating to the interpretation or execution of these rules will, as far as possible, be the subject of an attempt at amicable resolution.

In the absence of an agreement, the parties may resort to mediation.

In the absence of an amicable solution, the dispute will fall under the jurisdiction of the courts with territorial jurisdiction in accordance with Belgian law.

These regulations are exclusively governed by Belgian law.

ARTICLE 16 – PARTIAL NULLITY

The nullity, cancellation or unenforceability of any provision of these regulations shall not affect the validity of the remaining provisions.

The clauses that remain valid will continue to have effect.

The invalidated provision will be replaced, as far as possible, by a provision with equivalent economic and legal effect.

SECTION 17 — AMENDMENTS TO THE REGULATIONS

TKA Concept ASBL reserves the right to modify these rules at any time in order to take into account:

- a legislative change;
- a regulatory change;
- security considerations;
- the improvement of the organization of events.

The applicable version is the one communicated to participants at the time of registration.

18 - COMMITMENT OF THE PARTICIPANT

Registration for an event organised by TKA Concept ASBL is carried out using a registration form made available by the organiser on its website.

The information provided by the participant in this form, as well as the confirmations sent electronically (in particular by online form, email or instant messaging such as WhatsApp), constitute proof of his identity, his request to participate and his acceptance of these rules.

The participant acknowledges that he or she has been able to consult the Internal Rules before payment.

Payment implies full acceptance of these rules, the conditions of organization and the terms of participation in the event.

The organiser keeps the elements necessary to prove this acceptance, in compliance with the applicable regulations on the protection of personal data.

SCHEDULE 1 — DISCLAIMER

The participant acknowledges:

- voluntarily participate in the event;
- Be aware of the risks associated with interactions between consenting adults.
- Fully assume his personal decisions.

Subject to the mandatory provisions of applicable law, he waives the right to seek liability on the part of TKA Concept ASBL for the consequences resulting from his own choices or freely consented interactions with other participants.

This waiver does not apply in the event of gross negligence or intentional misconduct on the part of the organiser.

APPENDIX 2 — IMAGE RIGHTS

Any photographic or video recording is subject to the prior authorization of the participant, The online form allows you to give your agreement or refusal.

When the latter authorises the recording:

- their consent may be withdrawn for future uses;
- his identity cannot be revealed;
- the images will be used exclusively in the context of the activities of TKA Concept ASBL. (Promotion of events...)

The participant acknowledges, however, that the organizer cannot guarantee the total absence of illegal capture by a third party.

APPENDIX 3 — DATA PROTECTION (GDPR)

The data that may be collected includes:

- first and last name;
- date of birth (if requested);
- email address;
- telephone number;
- information necessary for the organisation of the event;

- answers provided in the registration form;
- electronic confirmations and payment information.

Thank you

Thank you for helping to make every event GRAB! a moment of trust, respect and conviviality.

By participating in our events, you contribute to preserving an environment where everyone can evolve freely, with respect for themselves and others.

The TKA Concept ASBL team