

Terms and Conditions

Article 1. Definitions

In these terms and conditions, the following terms shall have the following meanings assigned to them, unless otherwise stated.

Provider: *Dutch Auschwitz Committee*

Benefactor: *Natural person or legal body that adopts one or more names, or becomes a friend, supporter or sponsor of the realisation of the Dutch Holocaust Names Monument.*

Order: *Written confirmation, in the form of a certificate, of the adoption of a name or names supplied by the provider to the benefactor.*

Adoption: *Payment of a donation towards the realisation, in the widest sense of the word, of the Dutch Holocaust Names Monument.*

Donation: *By means of adoption and/or payment of a sum of money, the benefactor supports the Dutch Auschwitz Committee in its goal of realising the Dutch Holocaust Names Monument.*

Article 2. General

1. These terms and conditions apply to both the digital and analogue possibility created by the provider for the benefactor to adopt one or more names on the Dutch Holocaust Names Monument.
2. If one or more of the provisions in these terms and conditions cease to apply, the remaining provisions in these terms and conditions will remain valid.

Article 3. Statutory goals of provider

1. To honour the memory of the victims of the Holocaust and to promote educational programmes aimed at ensuring that future generations are aware of the lessons that can be learned from the Holocaust, in order to help prevent future acts of genocide, as formulated in the United Nations resolution of the first of November two thousand and five (A/RES/60/7);
2. To express and promote the principle of equality as defined in Article 1 of the Dutch Constitution and to oppose all forms of discrimination and violations of other constitutional rights;
3. To campaign against gross violations of human rights;
4. To promote social cohesion.

Article 4. Offer

1. The possibility, offered by the provider, to adopt one or more names on the proposed Dutch Holocaust Names Monument in Amsterdam.
2. The offer is valid for an unlimited period, unless otherwise indicated. The provider reserves the right to retract the offer defined in Clause 1 as soon as the project has been realised without any notification.
3. The cost of adopting one name is € 50. Each additional name costs € 50. Sales tax is not applicable.

Article 5. Provision of information and assistance

1. The benefactor supplies the provider on time with all information required for the good execution of the order.

Article 6. Execution of order and involvement of third parties

1. The provider will execute the order in accordance with its best judgement, expertise and ability.
2. The provider reserves the right to allow (parts of) the work to be executed by third parties, to the extent that it may be necessary for the good execution of the order.

Article 7. Delivery period

Written confirmation, in the form of a certificate as described in Article 1 under 'Order', will be issued by the provider to the benefactor within 6 weeks by regular post.

Article 8. Payment conditions

1. Advance payment only.
2. An order is valid once payment has been received.

Article 9. Confirmation

1. If an order is placed digitally, confirmation will be issued to the benefactor by e-mail after the money due has been transferred to the bank account of the provider by internet.
2. If an order is placed in any manner other than digital, confirmation will be sent to the address supplied by the benefactor once the money due has been transferred to the bank account of the provider.

Article 10. Income and expenditure

1. Income is understood to mean all money received through adoption, sponsoring, donations by friends and supporters, estates, support from organisations at home and abroad, and other contributions for the benefit of the Dutch Holocaust Names Monument to be erected by the provider in pursuit of its goals.
2. The money received will be spent, in the following order, on:
 - a. The funding from the moment that the initiative is taken up to and including the obligations that the provider assumes, until some time after the completion of the project, including the maintenance of the Dutch Holocaust Names Monument, in the broadest sense of the word.
 - b. The establishment and capitalisation of a fund for the maintenance, utility costs, repair costs, insurance costs, transactions and suchlike necessitated by the upkeep of the Dutch Holocaust Names Monument, as well as the Spiegel monument by Jan Wolkers.
 - c. If financial resources are available after the forms of expenditure listed in Clause 1 and 2 of this Article have been paid for, these resources will be used to fund the goals of the provider as defined in the statutes.
3. The provider sells nothing, and hence the benefactor purchases nothing. The latter contributes to the realisation of the Dutch Holocaust Names Monument and, as confirmation, the benefactor will be issued with a certificate at a moment decided by the provider.

Article 11. Failure to complete project

1. In the event that the provider cannot realise the project for reasons indicated, such as insufficient funding, the provider will refund the money paid by the benefactor for adoption, after deduction of maximum € 5.00 per payment, for banking costs charged by third parties.
2. Refunds will not apply to private individuals, organisations and funds that have stated their unconditional support for the provider, irrespective of whether or not the project is realised.

Article 12. Guarantee

1. On the assumption that it will be realised, the Dutch Holocaust Names Monument will contain all the names of the victims in accordance with the criteria employed by the provider, on the basis of data supplied by various renowned organisations in this field and known at the time of its unveiling.

Article 13. Written and digital images

1. No rights may be derived from images contained in or the design of either digital or analogue works.

Article 14. Applicable law

1. Dutch law applies to all orders and agreements between the provider and benefactor, even in cases where a contract fully or partly takes effect abroad or when the benefactor lives or is based abroad.

Article 15. Amendments

These terms and conditions have been filed with the Chamber of Commerce where the provider is registered. The most recently filed version, and/or the version that applied at the time the order was issued, is always the version that applies.