

## **GENERAL TERMS AND CONDITIONS APPLICABLE BETWEEN ORGANISER AND ITS VISITORS**

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### **CHAPTER 1 GENERAL**

#### **Article 1 Organiser and these General Terms and Conditions**

- 1.1 These General Terms and Conditions will be used by the Organiser. The Organiser must use these General Terms and Conditions in dealings with the other party/consumer, make them available on its Website and send them free of charge at the request of an interested party. The Organiser as referred to here is thus the 'user' and contract party of the General Terms and Conditions within the meaning of Section 231(b), Book 6 of the Dutch Civil Code.
- 1.2 The Organiser has its registered office at Theodoor Colenbranderhof 3, 3059 LS, Rotterdam, the Netherlands. The Organiser can be reached via the e-mail address [info@b2s.nl](mailto:info@b2s.nl) and telephone number +31 (0)10 262 00 82.
- 1.3 These General Terms and Conditions apply exclusively to private individuals and expressly not to parties in their capacity as a professional party to a contract with any Organiser. Different general terms and conditions of Organiser apply to legal relationships between Organiser and a professional contracting party.

#### **Article 2 Disclosure and application of these general terms and conditions**

- 2.1 These General Terms and Conditions have been filed at the Chamber of Commerce by B2S B.V. under number 24317884.
- 2.2 These General Terms and Conditions are also available electronically on the Website and the Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.
- 2.3 The Website of the relevant Organiser clearly states the address and contact details of the Organiser that is responsible for the content of its Website. In the event this information cannot be found on the Website, the Visitor may request the Organiser by mail to clarify this.

- 2.4 The Organiser also refers, where reasonably possible, to the General Terms and Conditions on an admission ticket for an Event. The Visitor can also take note of the General Terms and Conditions when entering an Event, where these terms and conditions – or at least an extract thereof – are visible at the entrance.
- 2.5 When purchasing a product or procuring a service via a Website and when registering as a Visitor on the Website, the Visitor will be able to take note of the General Terms and Conditions before entering into an electronic contract.

### **Article 3 Definitions**

#### *'General Terms and Conditions':*

These General Terms and Conditions apply to every legal relationship between a consumer (hereinafter: the Visitor) and an Organiser with regard to the matters governed by these terms and conditions. They form an integral part of all agreements relating to the purchase, donation and supply of products and services via the Website. The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code.

#### *'Organiser':*

B2S B.V..

#### *'Website':*

Every website of any Organiser, as operated and presented by that legal entity, to which these General Terms and Conditions apply and on which the following can be offered, whether or not in return for payment: news, campaigns, prize questions, competitions, information, downloads and streams, merchandise, CDs, a forum or social network, and on which various third-party services may be offered with regard to the sale of tickets, transport tickets, hotel rooms or other services and products.

#### *'Third-party services':*

Services and products of third parties that are offered on or via a Website, which is visible to the Visitor by clicking through to a page of this third party within the Website or by means of a hyperlink to a subsequent webpage, to which the General Terms and Conditions of the relevant provider of the services and products always apply in relation to the Visitor and must be accepted by the Visitor before a product or service is purchased.

#### *'Visitor':*

The visitor to a Website and/or an Event, or the purchaser of a Product on the Website, according to the meaning of the provisions of these terms and conditions. The visitor is always a consumer who is not acting in the course of a profession or running of a business, or on behalf of these, and is the party designated by law as the 'other party' in Section 231(c), Book 6 of the Dutch Civil Code.

#### *'Event':*

Any event, single- or multiday, in- and/or outside – including a festival and any associated camping facilities – organised by an Organiser in the Netherlands at its own expense and risk and for which this Organiser uses these terms and conditions in relation to Visitors.

*'Product':*

A product that is offered by an Organiser and/or a third party to the Visitor on the Website which may consist of a digital (non-physical) product such as an e-ticket or a merchandise product that is ordered online and physically sent to the Visitor.

#### **Article 4      Amendment of terms and conditions**

These General Terms and Conditions may be amended from time to time. An amended version will then be published on the Website and filed at the Chamber of Commerce. The amended terms and conditions will apply from the publication date. If the Visitor does not wish to accept the amended terms and conditions, he must immediately stop using and visiting the Website or purchasing products and/or services from an Organiser.

## **CHAPTER 2 PRIVACY PROVISIONS AND VISITOR REGISTRATION**

### **Article 5 Privacy provisions**

- 5.1 The Visitor is considered to have taken notice of the privacy statement and cookie statement of the Organiser, which may be consulted on the Website of the relevant Organiser, and to have accepted the way of data processing as described therein for personal data provided by him.
- 5.2 The Organiser respects the privacy of every Visitor and ensures that the personal data of the Visitor are treated confidentially and with care.
- 5.3 The details of the Visitor will be saved and used by the relevant Organiser to ensure that the supply of Products and associated services runs as quickly and smoothly as possible and thus to perform any agreement.
- 5.4 The details of the Visitor to a Website will also be saved and used insofar as the Visitor has registered for the sharing of data in a social medium environment, such as Facebook or Twitter, and for example the sending of a newsletter. The details will also be used:
- a) to provide information in response to questions asked by the Visitor;
  - b) to send material, a Product or information requested or purchased by the Visitor;
  - c) to notify the Visitor about campaigns or competitions;
  - d) to adapt the information on the Website for the Visitor;
  - e) for the administrative handling of transactions and payments;
  - f) for fraud and infringement prevention; and
- for any other statutory purpose, such as a request from the authorities or police.
- 5.5 The Website may use the details of the Visitor to recommend other Products to the Visitor that tie in with earlier purchases. Data about the use of the Website will be used by the Organiser for the further development and improvement of the Website. The Website provides a privacy- and cookie statement/policy in which the Visitor can read what may possibly happen with his data.
- 5.6 The Visitor may be required to register and create an account on the Website for the acts mentioned in Article 5.4. The Visitor's username, password, name, address, town/city, country, date of birth, sex, telephone number, mobile telephone number and e-mail address may be recorded and saved by an Organiser and used for Product purchases on the Website.
- 5.7 By registering on the Website, the Visitor gives consent for the Organiser or its affiliated third parties to send him information by e-mail or post. The Organiser will not sell this information to a third party nor use the details for marketing purposes, unless the Visitor has given his consent by approving via an opt-in option. The information that the Organiser requests, or will request in future, from the Visitor is not the same each time and may differ according to the use thereof on the Website.

### **Article 6 Sending further information**

The Visitor is given the opportunity on a Website to indicate whether an Organiser may use his details for sending information about upcoming Events, publications, offers, campaigns and other websites. After obtaining this consent, the Organiser may share the Visitor's details with

other companies forming part of the same group. There is also the opportunity to ask whether the Visitor wishes to receive information about third-party activities, such as sponsors of a Organiser or its affiliated businesses. If this consent is granted, the Organiser may share the Visitor's details with these third parties. The Visitor may withdraw this consent at any time by sending an e-mail to [info@b2s.nl](mailto:info@b2s.nl) with the text 'remove details' and specifying from which lists (newsletter/ etc.) he would like to be removed.

#### **Article 7 Access to details via social network accounts**

- 7.1 When registering on a Website, the Visitor may enter his details by transferring them from an existing account at a social network (such as Facebook or Twitter) to the Website and then amend or supplement them. By clicking on one of the logos of the social media networks, the details that the Visitor shares with 'Anyone' within the chosen social medium will also be shared with the relevant Website of the Organiser concerned. The Visitor gives his consent for this purpose.
- 7.2 The Visitor can adjust the privacy settings himself via his Facebook, Twitter or other social medium account. The General Terms and Conditions of the third party in question, such as Facebook or Twitter, expressly apply to the sharing of these details from a social medium account. The relevant Organiser makes use of the 'Facebook Platform' rules for this purpose, by which it gains access to the Visitor's details. The Visitor of the Website is moreover asked by the Organiser whether he wishes to amend or supplement the details.

#### **Article 8 Non-disclosure to third parties by the Visitor**

- 8.1 The Visitor may not disclose his username and password to any third party and is at all times responsible and liable for the loss of these details. If a third party becomes aware of these details, the Visitor must immediately report this via [info@b2s.nl](mailto:info@b2s.nl), so that the Organiser can block further access to this account.
- 8.2 The relevant Organiser will not be liable under any circumstances for the loss of the aforementioned details or for any damage and costs that may arise from such a loss for the Visitor. The relevant Organiser must ensure that the Visitor's details are not passed on or used for any purposes other than those that are strictly necessary for the implementation of the General Terms and Conditions or the performance of any purchase contract, as set out in the privacy regulations. The Visitor is personally responsible for keeping his username and password secret and fully indemnifies the Organiser against all damage, claims and actions in this regard.

#### **Article 9 Third-party services and privacy**

- 9.1 Services or purchases are sometimes offered by third parties on the Website of the relevant Organiser, for which the Visitor clicks through to that third party's website. Chapter 4 of these General Terms and Conditions apply in this regard. The Visitor can normally see from the 'current page' status on his screen whether he is linked through to a third-party website.
- 9.2 The Privacy Policy of the Organiser and these General Terms and Conditions do not apply to websites, purchase contracts or services provided by third parties. The Visitor must acquaint himself with the applicable terms and conditions of the third party concerned.

- 10.3 If the Visitor is asked to enter details on such a third-party website, this will be done at his own risk and the privacy regulations and General Terms and Conditions of that third party, which will be mentioned on its website, will apply to the Visitor. Barring wilful misconduct or gross negligence, an Organiser will not be liable under any circumstances towards the Visitor for actions taken by a third party with regard to the Visitor's details or with regard to the services or products of the third party, which may or may not be delivered to the Visitor. Any purchase, delivery or order that the Visitor makes or places with a third party serves as an agreement between that third party and the Visitor, regardless of whether the Visitor accessed the third party's website via a Website.

## **Article 10 Security**

- 10.1 The Organiser applies security measures for the protection of the personal data on the Website and its servers according to the latest technical standards that are reasonably affordable and routine in the sector. The Organiser complies in this way with the statutory requirements of the EU Privacy Directive and Dutch legislation. The Organiser takes all reasonable measures to ensure that only relevant parties who have obtained consent from the Visitor or who are needed in the performance of any agreement can view and use the information.
- 10.2 The Organiser will not be liable under any circumstances for any damage suffered by the Visitor if a third party gains unlawful access to the Visitor's personal data despite the reasonable measures of the Organiser. Due to the nature of internet use and the online transmission of data, the Organiser cannot warrant a completely secure environment for the personal data to the Visitor. Any online transmission of personal data ultimately takes place at the Visitor's own risk. If the Organiser is at any time faced by an information leak during which third parties appropriate personal data, or the Website is hacked or otherwise illegally breached and personal data is appropriated as a result, it must immediately inform the Visitor thereof insofar as reasonably possible.

## **Article 11 Anonymised data**

The Organiser is authorised to use anonymised data of Visitors obtained via services, purchases or the Website in order to be able to give advertisers information about traffic on the Website and statistics. The personal data of the Visitor will not be provided in this regard. Insofar as necessary, the Visitor gives consent for this purpose by accepting these General Terms and Conditions.

## **CHAPTER 3 CONDITIONS FOR VISITING EVENTS**

### **Article 12 General**

- 12.1 The General Terms and Conditions in this chapter apply to all admission tickets and accordingly form an integral part of all agreements for the sale, donation and delivery of admission tickets for Events wherever these have or will be held.
- 12.2 The Visitor accepts the content of these terms and conditions by acquiring and/or using an admission ticket, entering the Event venue and/or taking note of them via the Website. This also applies if an admission ticket is obtained via third parties in any way.

### **Article 13 Admission ticket**

- 13.1 Access to the Event is only obtained by showing a valid and undamaged admission ticket. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the age limit. In the event, after entry, the Visitor leaves the Event or its location, the admission ticket will automatically lose its validity.
- 13.2 People younger than 18 will simply be refused entry to the Event, unless explicitly otherwise determined by the Organiser, for example in case a different legal drinking age is used, in which case the Organiser will not be obliged to refund the admission fee.
- 13.3 Admission tickets are and remain the property of the Organiser. The admission ticket gives the holder the right to attend the Event. Access is given only to the first holder of the admission ticket scanned at the entrance of the Event. The Organiser may presuppose that the holder of this admission ticket is also the person who has a right to it. The Organiser is not obliged to perform any further verification of valid admission tickets. The Visitor must take responsibility for ensuring that he is and remains the (sole) holder of the admission ticket issued by the Organiser or by an advance sales address that it has engaged.
- 13.4 As of the time that the admission ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the admission ticket. The admission ticket is only supplied once and gives access to only one person. Admission tickets cannot be returned. The provisions of Article 6:230p sub e BW apply to the admission tickets.
- 13.5 The Organiser reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.
- 13.6 Solely purchases at the authorized (pre)sale addresses or with the Organiser guarantee the validity of the admission tickets. The burden of proof in this regard rests on the Visitor. The admission ticket may consist of a barcode provided to the Visitor via electronic communication (e-mail). In the event the Visitor has chosen to receive the admission ticket in this manner, the Visitor must ensure that the admission ticket can be provided by electronic communication and that it can be provided in a safe manner. Organiser cannot guarantee the confidentiality of the issued admission ticket or guarantee the receipt of the admission ticket. Scanning the admission ticket from a mobile device of the Visitor is done at the sole risk of the Visitor. Organiser cannot be

held liable in the event the ticket cannot be scanned and the Visitor is not entitled to a refund of the admission fee and/or compensation in this case.

#### **Article 14 Prohibition against Resale, etc.**

- 14.1 Admission tickets for the Event may not in any way be resold by the Visitor in the context of commercial purposes.
- 14.2 The Organiser may appoint an authorized resale platform (e.g. an additional official sales channel) for tickets for the Event, which could be an online secondary ticket marketplace. Reselling tickets on any sales channels other than the ones appointed by the Organiser is strictly forbidden. Access to the Event may be refused for a Visitor holding a ticket purchased from an unauthorized source. The Organiser cannot be held liable nor can any damages be claimed resulting from the sale or purchase of a ticket (including the validity of a ticket) for the Event via any sales channel.
- 14.3 The Visitor is not allowed to make any type of advertising or any other kind of publicity relating to the event or any part of it.
- 14.4 The Visitor who transfers on his admission ticket to a third party is obliged to impose on the one to whom he transfers the admission ticket the obligations that rest on him as Visitor, as reflected in these General Terms and Conditions. Transferor remains responsible vis-à-vis the Organiser for the compliance of this person with the same obligations.
- 14.5 If the Visitor does not comply with his obligations as reflected in the preceding paragraphs of this article and/or cannot guarantee them, the Visitor will forfeit to the Organiser an immediately payable penalty of € 10,000,- per violation and € 5,000,- for each day that the violation has continued or continues, without prejudice to the Organiser's additional right to demand compliance from the Visitor and/or compensation of loss suffered or to be suffered.
- 14.6 Should the Visitor not comply with the provisions of these General Terms and Conditions, the Organiser is entitled to invalidate/cancel the admission tickets or refuse the Visitor (further) access to the Event without the Visitor being entitled to reimbursement of the amount that he has paid the Organiser, directly or via an advance sales address, for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the Event, without any right to compensation.

#### **Article 15 Searches**

The Organiser is entitled to search or arrange for Visitors to the Event to be searched before entering and/or during the Event. If the Visitor refuses to be searched, he may be refused entry to the Event or may be immediately removed from the Event, without any right to a refund of the admission fee.

#### **Article 16 Prohibited items**

- 16.1 At the risk of confiscation, a Visitor may not bring, either for himself or another person, or have in his possession at the Event venue, any professional photography-, film-, drone-, sound- and/or other recording equipment of any nature, glassware, plastic

bottles, beverages, selfie sticks that if extended are longer than 1.5 meter and/or constructions that are not intended for that purpose, food, drugs (among others, drugs that are listed on list I and II of the Opium Act), nitrous oxide (cartridges), cans, fireworks, animals, weapons and/or dangerous objects (including but not limited to spray cans or CS gas) or use such items prior to or during an Event. The venue of the Event may apply other and/or additional policies which apply to this article and the Event, which in that case also applies to the Event. Confiscated items will not be returned.

- 16.2 Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the admission fee, or may be removed from the Event and/or handed over to the police. Confiscated items will be destroyed.

### **Article 17 Refusal of entry**

The Organiser generally reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event and/or hand the Visitor over to the police if it deems this necessary for maintaining public order and safety during the Event and/or there is a violation of an article from these General Terms and Conditions. This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of the Organiser, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors or does not comply with dress code as specified by the Organiser, as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body). Even if an admission ticket is likely to be counterfeit, the Organiser is entitled to refuse to admit the holder of this admission ticket to the event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the admission fee.

### **Article 18 Film and video images**

- 18.1 Recording the Event in a professional and/or commercial form, including photographing, filming (including drones), making sound and/or image recordings, as well as reprinting and/or copying from the programme booklet, posters and other printed materials is not permitted without the express, prior and written consent of the Organiser.
- 18.2 In the event registrations have been made of part of the Event by the Visitor using non-professional recording equipment (such as a smartphone), these registrations are strictly for their own use and may not be used and/or made available to the public commercially in any way.

### **Article 19 Own risk / liability**

- 19.1 The Visitor enters the Event venue, which may include any car park and/or camping site(s) and shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. Organiser cannot be held liable for any damage which the Visitor has suffered in this regard.
- 19.2 The Visitor is expressly aware that loud music will be played during the Event. The Organiser advises Visitors to occasionally give their hearing a rest during the Event by going to an area where no music is being played and to wear ear protection at all times. Organiser accepts no liability for hearing loss, damage to sight, blindness and/or other

bodily injury and/or damage of goods, such as but not limited to clothing, whether or not brought by other visitors to the Event.

- 19.3 Organizer is solely liable for damage to the Visitor resulting from a shortcoming attributable to the Organizer. The total liability of Organizer is always limited to the compensation for the reasonable, demonstrable and direct out-of-pocket damage and costs of the Visitor, provided that this liability is always limited to the amount covered by the legal liability insurance of the Organizer.
- 19.4 Liability of Organizer for indirect damage, including consequential loss, intangible damage, loss of profits, lost savings and / or damage due to company stagnation is excluded.
- 19.5 The Visitor is obliged to report any damages to the Organizer within 48 hours of the Event via [info@b2s.nl](mailto:info@b2s.nl), on penalty of expiry for any claim of damages.
- 19.6 In the event the Organiser directly or indirectly engages subordinates, non-subordinates, assistants, third parties or other persons for the performance of the agreement, any liability of the Organiser pursuant to article 6:76, article 6:171 and article 6:172 of the civil code are excluded and Organiser is not liable for damages caused by these persons.
- 19.7 The Visitor shall indemnify the Organizer for all claims of third parties in respect of damages for which the Visitor is liable against such third parties under the law. The Visitor shall compensate Organizer for any damage, including all legal costs incurred by Organizer, resulting from any claim from those third parties.

## **Article 20 Programme**

The Organiser will aim for the Event programme to be carried out in accordance with the announced schedule as far as possible. It is however not liable for deviations from this schedule and any resultant damage to Visitors and/or third parties. The Organiser is not liable for the content of the Event programme or how it is performed, expressly including the length of the programme/performances by artists. The starting time mentioned on the admission ticket is subject to change. Security cameras may be present at the Event venue.

## **Article 21 Further rules**

- 21.1 The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of the Organiser, the transport firm that runs the shuttle bus, the operators of the parking space, the operators of the Event venue, the security staff, fire brigade, police and other authorised parties. Security cameras may be present at the Event venue.
- 21.2 If the Visitor fails to comply with an order or breaches a rule prohibiting certain behaviour, he will be immediately removed by the security staff. Specific rules may apply to the site or venue of any Event and will be announced or published on site. If possible, these rules will also be published in advance on the Website of the relevant Organiser.

## **Article 22 Force majeure**

In case of force majeure in the broadest sense, which in this regard also includes the illness and/or withdrawal of the artist(s), strikes, terrorist threat, decision to cancel by the competent authority, fire, bad weather conditions, etc., the Organiser will be entitled to move the Event to another date or location or to cancel the Event.

### **Article 23 Moving or cancelling the Event**

- 23.1 The Organiser will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or cancelled, as referred to above, the Organiser will publicise this fact as far as possible in the manner that it deems appropriate, including through mentioning the applicable terms for a refund on the Website. The Organiser is only obliged in case of full cancellation to refund the admission fee as mentioned on the admission ticket, but not the service- and/or transaction fees and any incurred travel and accommodation costs, to the Visitor at his request. This applies in the event the admission ticket was bought by the Visitor at the authorized (pre)sale addresses of the Organiser, and is not applicable in the event the Visitor bought the admission ticket at any other sales platform, including but not limited to online secondary ticket marketplaces.
- 23.2 The (partial) refund will only be made, within a reasonable period after the date of the cancelled Event, if the Visitor produces a valid, undamaged admission ticket which proves that it was bought by the Visitor, in the manner stipulated and announced by the Organiser (or the party that processed the ticket payment) by means of channels that it will announce.
- 23.4 In the event the Event has to be cancelled due to or in connection with force majeure, the Organiser will be required to refund only a part of the fee as specified on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre)sale addresses. Service costs or other damages will not be refunded. Neither is the Visitor able to claim (replacement) access to a different event.
- 23.5 In the event the Event is rescheduled by the Organiser due to or in connection with force majeure, the admission ticket will remain valid for the new date that the Event is moved to. If the Visitor is not able to attend the Event on the new date, he is entitled to submit his ticket at the (pre) sale address against refund of the fee as stated on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre)sale addresses. This refund will only take place if the Visitor is able to deliver a valid and undamaged admission ticket on time to the (pre)sale address, as specified on the Website.

### **Article 24 Image and sound recordings**

- 24.1 The performers and/or Organiser is authorised to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event and to reproduce and/or publicise or arrange for the publication of these recordings in any form and in any manner. By obtaining an admission ticket to the Event and/or entering the Event venue, the Visitor unconditionally consents to the aforementioned recordings being made and to the processing, publication and use thereof, in the broadest sense, without the Organiser or any of its affiliated companies being liable to pay any compensation to him at any time.

25.2 The Visitor hereby irrevocably renounces any interest that he could have in the aforementioned recordings. Insofar as the Visitor has any copyright, neighbouring rights and/or portrait rights to the aforementioned recordings, he hereby unreservedly assigns these rights to the Organiser and hereby irrevocably renounces his personality rights and/or will not invoke these rights. In the event this transfer is not legally valid in advance, the Visitor is obliged at first request of the Organiser to give written notice of said permission and/or sign a deed of transfer to transfer these rights for free to the Organiser and/or an affiliated company.

#### **Article 25 Smokefree Event**

25.1 (e-) Smoking inside is only permitted in designated smoking areas. The Organiser will take reasonable steps to make Visitors aware of the smokefree nature of the Event, but cannot warrant that the Event will be entirely smokefree. The Visitor will not be entitled under any circumstances to a refund of the admission fee or to any other compensation if the Event is not entirely smokefree.

25.2 If a ban on smoking is breached, the security staff will immediately remove the Visitor insofar as possible and any fines imposed on the Organiser because of the Visitor's breach will be recovered from the Visitor.

#### **Article 26 Tokens**

Tokens purchased during an Event will only be valid for that Event. The Organiser will not under any circumstances refund the purchase price of tokens after the Event. The Event venue can use different methods, such as a cashless system. In that case, the general terms and conditions of the Event venue will apply with regard to payment options during and after the Event. These conditions may differ from what is stated in this article of the General Terms and Conditions.

#### **Article 27 Electronic Payment Instrument**

The Organiser has the choice to make available for and provide to the Visitor (before and/or during the Event) an electronic payment instrument. On the electronic payment instrument the Visitor can put virtual tokens/credit ("Upgrade"). If the electronic payment instrument will be made available to the Visitor during the Event, the Visitor has the opportunity to Upload by paying therefore with cash money and/or via an offered pin and/or credit card possibility at an appropriate cash register at the event. Another possibility to Upload during the Event may be via a mobile application appointed by the Organiser, for which more information can be read on the website of the Event. If the electronic payment instrument is made available and provided to the Visitor prior to the Event, then the Visitor has next to the mentioned possibilities also the possibility to Upgrade via the Website of the Event and/or by an appointed third party by the Organiser. This Upgrading can be done by using an on the Website of the Event offered payment method. During the Event no refund to the Visitor ("Refund") of the value of any remaining virtual tokens/credit ("Remaining credit") will take place. The Remaining credit can be Refunded only once to the Visitor after the Event on the account number of the Visitor which is known to the Organiser and/or if the Event provides this possibility; on an account of the Visitor that the Visitor holds at the Organiser or on an account of the Visitor at a third party or via the webshop of the Organiser. Via the webshop of the Organiser the Visitor can spend the Remaining credit on, including but not limited, Merchandising. The Visitor needs to request the Organiser within four weeks after the Event for a Refund of the Remaining credit. After this period the Visitor loses the right to a Refund of the Remaining credit. All necessary information regarding (the application of) the Refund, can be read on the Event Website. This information

is also disclosed to the Visitor on the location of the Event. Performing a Refund entails costs and the Organiser reserves the right to impose these costs on the Visitor. These costs are expressed on the Event Website. The electronic payment instrument should remain after the Event in the possession of the Visitor since with this instrument the Remaining credit will be determined. In case of loss or possible theft of the electronic payment instrument a Refund of any Remaining credit is not possible. The Organiser is never liable for any loss and/or theft of the electronic payment instrument.

### **Article 28 Lockers**

The Organiser (hereafter in this article, "The Organiser") has the choice to provide the Visitor the possibility to rent a locker at the Event. A locker is a storage area for objects, clothes, bags, cash and/or securities of the Visitor, for which the Visitor will receive a personal key/code. With this key/code, the Visitor can open and close the locker. On the use of the locker by the Visitor additional general terms (of a third party) may apply, to which general terms the Visitor agrees at the time of renting the locker. The Organiser will not be liable for loss and/or theft and/or use by another of the personal key/code. Therefore, the Visitor should always keep the key/code for himself and the Visitor is recommended to not store any valuables in the locker.

### **Article 29 Camping facilities**

The Organiser may also offer camping facilities to Visitors at an Event, which offer will be valid for as long as those facilities remain available. The Visitor must purchase a special camping ticket for access to the camping facilities. In addition to the terms and conditions of this chapter, the Visitor may not take, in addition to the goods mentioned in article 16.1 of these General Terms and Conditions, the following items from the camping facilities and/or use the following items, even at the campsite, unless expressly stated otherwise in the camping rules, as set out in article 30 of these General Terms and Conditions:

- a) Campers, caravans, delivery vans, minibuses or other cars (all vehicles must be parked at the designated car park);
- b) Candles, torches, oil or gas lamps, gas cylinders, sharp objects, tap systems, sound systems (other than a small radio), barbecues and/or other cooking or kitchen equipment, or generators.

### **Article 30 Campsite rules**

- 30.1 Camping and sleeping is only permitted in tents at the campsite and not in cars or otherwise in the car park. All vehicles must be parked in the car park. The Visitor must carry all items that need to be taken to the campsite himself.
- 30.2 Each Visitor to the campsite may not take along more than the maximum amount of non-alcoholic or weak alcoholic beverages as mentioned on the Website. Glassware and/or strong alcoholic beverages are strictly forbidden. No drinks – alcoholic and/or non-alcoholic – may be taken from the campsite to the Event venue. Visitors may take their own food to the campsite, but this may not be taken to the Event venue. An Event may include other specific rules, which are made known upon entry of the campsite and/or in the general house rules of the Event, as stated on the Website. These latter rules are in the event of deviating rules prevailing to the rules as stated in these General Terms and Conditions.
- 30.3 The Visitor and his luggage will be searched and checked at the entrance to the campsite and again at the entrance to the Event venue.

- 30.4 Trading, in any form whatsoever, is not permitted in the car park, at the campsite or in the Event venue. Goods may not be defaced other than expressly in designated places. The Visitor must deposit any form of refuse in the designated rubbish bins.
- 30.5 Climbing on stages, barriers, gates or scaffolding is not permitted. The breach of any of these conditions may lead to the removal from the Event venue and/or the camp-, parking site without any refund of the admission fee.
- 30.6 The Organiser may lay down further practical rules in the 'Campsite Rules' that will be put up or distributed, in relation to:
- using showers and washing facilities at the campsite;
  - refuse collection;
  - barbecue/cooking options;
  - putting up tents;
  - following the instructions of government, security and service employees;
  - other relevant instructions for camping with regard to public nuisance and similar matters.

## **CHAPTER 4            CONDITIONS FOR SERVICES OR PRODUCTS TO BE SUPPLIED BY THIRD PARTIES**

### **Article 31    Third-party terms and conditions and agreements**

- 31.1    The Visitor is linked in some cases via the Website to the website of a third party if this third party is responsible for performing a specific service or supplying a certain Product. This is visible when the Visitor enters into any distance purchase contract with this third party.
- 31.2    If the Visitor proceeds to purchase a Product or Service from this third party, any General Terms and Conditions of that party will be applicable thereto and the Visitor will enter into a purchase contract with this party. This third party is then liable for the fulfilment of any obligation towards the Visitor.
- 31.3    Although the Organiser chooses all third parties concerned with care, it is not a party to any agreement between the Visitor and this third party. The Visitor indemnifies the Organiser against any claim for costs or damage that may arise from an agreement with this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

### **Article 32    Payment of e-tickets / merchandise**

If the Visitor purchases an e-ticket and/or merchandise for an Event of the Organiser, the payment and delivery for this Product will usually be handled for the Organiser by a third party. This third party will normally use its own General Terms and Conditions in relation to the Visitor as the purchaser of the admission ticket and/or merchandise. The general (payment) terms and conditions of the relevant third-party as well as these General Terms and Conditions of the Organiser will apply to an e-ticket and/or merchandise. The Organiser that manages the Website is in no way liable for errors, malfunctions or defects in or upon payment by this third party(s) to the Website and/or third party website. The Visitor is bound by the standard agreement with such a party that manages the payments, to the general terms and conditions that this party applies, which can be requested by the Visitor at this party and for which content the Organiser is not liable.

### **Article 33    Trips, transport and airline tickets**

- 33.1    The Visitor may be offered trips for booking tickets for domestic and foreign events via the Website, which will be booked and handled by the third party. When purchasing such a trip, the Visitor enters into a transport agreement with this third party. Although the Organiser chooses these providers with care, it is not a party to any agreement between the Visitor and this third party.
- 33.2    The Visitor indemnifies the Organiser against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable General Terms and Conditions of the third party may always be requested on the website of this third party.

### **Article 34    Offers made by standholders at an Event**

The Visitor to an Event of the Organiser may be offered products and/or services at that Event by third parties/standholders, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of fairground attractions. Although the Organiser chooses these standholders with care, it is not a party to any agreement between the Visitor and this third party. The Organiser will not be liable under any circumstances for any damage arising from the purchase or procurement of a product or service by the Visitor, including a fairground ride of this third party. The Visitor indemnifies the Organiser against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable general terms and conditions of the third party may always be requested from this third party.

## **CHAPTER 5 FINAL PROVISIONS**

### **Article 35 Further user rules**

- 35.1 Visitors of the Website are at all times obliged to comply with the regulations, any amendment of the regulations and any instructions and user rules of an Organiser as published on the Event venue and/or camping site and/or the Website.
- 35.2 Insofar as the Visitor of the Website does not comply, does not comply fully and/or does not comply on time with the user rules, the Organiser may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

### **Article 36 Information on the Website**

Although the Organiser pays great care and attention to the provision of information on the Website, it cannot give any guarantee in relation to the nature and content of the information and is in no way liable for the content and consequences of using that information. Insofar as there are links on the Website to offers, Products, material or the website of a third party, the Organiser is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

### **Article 37 Force majeure**

Notwithstanding its possible other rights, the Organiser is entitled in case of force majeure to postpone the performance of any agreement or to terminate it out of court, without being liable to pay any compensation. Force majeure includes any breach that cannot be attributed to the Organiser, because it is not accountable by law, a legal act or according to generally accepted standards.

### **Article 38 Liability**

- 38.1 The Organiser will not be responsible under any circumstances towards the Visitor or third parties for errors, limited information or details on any Website except in case of intent or wilful recklessness towards the Visitor. The Organiser, its affiliated businesses or third parties involved in the performance of any service or agreement will not be liable under any circumstances for damage, costs, lost profits, losses, consequential damage, loss of privacy or loss of data for any direct or indirect use or functioning of the Website.
- 38.2 The Organiser expressly does not warrant the Visitor that the Website, parts thereof or functions pertaining thereto will always function flawlessly, function according to the description or be available for use. On account of the internet connection, the resultant link to many unknown third-party internet users and possible attacks by hackers or others, the Organiser can likewise not warrant that the Website or the server that it uses will always be free of viruses, bugs or other faults or defects. The Visitor should also take reasonable measures himself to ensure that his computer is protected against viruses and the like.
- 38.3 The Organiser will not be liable under any circumstances for the Visitor following any link or hyperlink to a third-party website or for the Visitor entering into any agreement

with this third party. The Organiser will likewise not be liable under any circumstances for the messages posted by others on any forum or via any social medium that cause material or immaterial damage to the Visitor in any way.

- 38.4 Organiser cannot be held liable for theft and/or loss of properties of the Visitor at the Event venue and/or camping site.

### **Article 39 Intellectual property rights**

- 39.1 Everything that is published on the Website or which belongs to the Website, including music files, artists' names, label names, streamings, downloads, software, designs, drawings, logos and trademarks forms part of the intellectual property of the Organiser or any licensor thereof by law or on the basis of an agreement.
- 39.2 The Visitor must recognise these intellectual property rights at all times and observe and comply with all restrictions placed on the use of protected works by law.
- 39.3 The provisions of the Dutch Copyright Act and other intellectual property laws apply fully at all times to any use and take precedence over these user rules:
- a) the Visitor may only make normal private use of a Product after he has paid for it in the normal way indicated on the Website. Any act of the Visitor which circumvents, changes or otherwise avoids the method of payment is prohibited. The Visitor may not otherwise reproduce, alter, upload, play in public, display, make available to third parties, perform, sell, resell, misuse, etc. a download or any other material from the Website as all these acts are reserved for the entitled parties. The Visitor may not adjust, circumvent, decrypt, encrypt or disrupt any software, files or payment procedures;
  - b) the Visitor is allowed to make normal use of any Product file that he has lawfully purchased, according to the procedures indicated on the Website. It is permissible to make a private copy, burn a CD or create a copy on another computer of music and other files that have been downloaded and purchased according to the rules, but only for personal and non-commercial use. Making copies available to third parties is not allowed under any circumstances;
  - c) the security method as applied to software also explicitly belongs to the protected portions of the Website;
  - d) the delivery of any file purchased by the Visitor does not entail any assignment or licensing of a right to the Visitor to promote or exploit that file.
- 39.4 If it is established that a Visitor has breached the statutory rules, the Organiser is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

### **Article 40 Replacement clause**

If and insofar as any provision of these terms and conditions is inconsistent with any statutory rule, this will not affect the other provisions of these terms and conditions. The provision in question will cease to exist and be replaced by a provision that approximates the original one as closely as possible as regards content and nature and which is permitted by law.

### **Article 41 Applicable law and jurisdiction**

Dutch law applies to these General Terms and Conditions. The Amsterdam District Court has sole jurisdiction to take cognisance of disputes relating to these General Terms and Conditions, an agreement or the performance thereof.

**Article 42      Alternative dispute resolution regarding online purchase**

In the event there is a dispute between the Visitor and the Organiser with regard to an online purchase and the Visitor and the Organiser are unable to resolve the dispute amicably, the Visitor has the right to file a complaint against the Organiser via this link: <http://ec.europa.eu/consumers/odr/>.