

GENERAL VISITOR CONDITIONS

These are the general visitor conditions according to the Association of Dutch Pop Venues and Festivals (VNPf). In these conditions you can read what rights and obligations you have as a visitor. This version was last updated on **March 11, 2020**.

Article 1 When do these conditions apply?

These General Visitor Conditions apply to every agreement between the Company and a Visitor (and the actions in execution of that agreement). In addition, these General Visitor Conditions apply to anyone who attends an Event, without the person concerned having directly or indirectly concluded an agreement with the Company.

Article 2 What do certain terms mean?

In these general terms and conditions, the following terms are understood to mean:

- Visitor: the natural or legal person who in any way, directly or indirectly, as a visitor or otherwise, enters into an agreement with the Company in respect of attending an Event organised by the Company or a Third Party.
- Event: any (music) performance, show and/or manifestation that takes place at a Location.
- Third party: the natural or legal person who is involved in any way, directly or indirectly, as an organiser of an Event.
- Company: pop venue or festival that is affiliated with the VNPf and has declared these general visitor conditions applicable. VNPf members can also have their own conditions.
- Location: the place (building, grounds or fields) used by the Company for the Event.
- Ticket: a valid proof that gives the right to access an Event. A ticket can consist of a (physical or digital) document provided by or on behalf of the Company with a digital code or only a digital code. The digital code is a unique code and can be read by a scanner. The ticket is the property of the Company.
- (Pre)sales address: (official) (pre)sales organization engaged by the Company to issue admission tickets.
- VNPf: Association of Dutch Pop Venues and Festivals, Bataviastraat 34, Unit 1.13, 1095 ET Amsterdam, KvK 40597258. A current list of pop venues and festivals affiliated with the VNPf can be found at www.vnpf.nl

Article 3 Admission Tickets

3.1 When is the agreement concluded?

The agreement between the Company and the Visitor is concluded at the moment that the Visitor purchases an Admission Ticket for the Event from the Company or a (Pre)sales address.

3.2 The Admission Ticket

The Admission Ticket is issued once and entitles one Visitor to access the Event. An Admission Ticket does not entitle access after the start or end of the Event in question.

3.3 *Holder: right of access*

The holder of the Admission Ticket who is the first to show the Admission Ticket at the start of the Event will be granted access. The Company may assume that this holder is also the rightful owner and is not obliged to investigate the validity of the Admission Ticket and/or the identity of the holder.

3.4 *Loss, theft, damage or misuse*

From the moment that the Admission Ticket is made available to the Visitor, the Visitor bears the risk of loss, theft, damage or misuse of the Admission Ticket, etc.

3.5 *Validity of admission ticket*

The Company can only guarantee the validity of the Admission Ticket if the Admission Ticket was purchased from the Company or a (Pre)sales address. The burden of proof that he purchased the Admission Ticket from the Company or a (Pre)sales address lies with the Visitor.

3.6 *Admission Ticket not received*

The Company cannot guarantee receipt of the Admission Ticket. If the Visitor has not received an Admission Ticket, he must report this to the Company in good time before the Event. In good time means at such a stage before the start of the Event that the Company can invalidate the purchased Admission Ticket and issue a new Admission Ticket. If the Admission Ticket was purchased from the Company or a (Pre)sales address, the Visitor will receive a new Admission Ticket. The burden of proof that he purchased the Admission Ticket from the Company or a (Pre)sales address lies with the Visitor. In the absence of proof, the Company is not obliged to issue the Visitor a new Admission Ticket.

3.7 *Maximum number of Admission Tickets*

The Company has the right to set a maximum for the number of Admission Tickets that can be ordered per Visitor. The Visitor is obliged to adhere to the maximum set.

3.8 *Service costs*

The Company or the (Pre)sales address is entitled to charge the Visitor a fee on top of the price for the Admission Ticket to cover the costs involved in the conclusion of the agreement (hereinafter: service costs).

3.9 *Returns*

Admission tickets cannot be returned. The provisions of article 6:230p sub e BW apply to admission tickets.

3.10 *Membership*

The Company is entitled to make the right of access subject to the condition that the Visitor becomes a paid member of the Company prior to attending the Event.

Article 4 Sale and transfer of the Admission Ticket

4.1 *Prohibition on resale*

The Visitor is obliged to keep the Admission Ticket for himself and may not sell it to third parties in any way, offer it for sale or provide it for commercial purposes.

4.2 *Prohibition on advertising*

The Visitor may not advertise or make any (other) form of publicity in connection with the Event and/or a part thereof in any way if this is done with the intention of selling the Admission Ticket (on), all at the discretion of the Company.

4.3 *Transfer of admission ticket*

The Visitor who gives his Admission Ticket to third parties for free and not for commercial purposes, is obliged to impose the obligations, as stated in these General Visitor Conditions, on the person to whom he transfers the Admission Ticket. The Visitor guarantees that the third party will comply with these obligations.

4.4 *Fine for violation (consumer)*

If the Visitor is a natural person who is not acting in the exercise of a profession or business (hereinafter: consumer), then the Visitor shall owe the Company an immediately claimable fine of €1,000 per violation per admission ticket and €250 for each day that the violation continues with a maximum of €15,000, without prejudice to the right of the Company to demand compliance and/or compensation from the Visitor for the damage suffered or yet to be suffered.

4.5 *Fine for violation (non-consumer)*

If the Visitor is not a consumer, then in the event of violation of any obligation as mentioned in this article, the Visitor shall owe the Company an immediately claimable fine of €10,000 per violation per admission ticket and €5,000 for each day that the violation continues with a maximum of €40,000, without prejudice to the right of the Company to demand compliance and/or compensation from the Visitor for the damage suffered or yet to be suffered.

4.6 *Invalid admission ticket*

An admission ticket that has been or is being resold and/or is being used for commercial purposes may be invalidated by the Company in accordance with article 6.1. of these General Visitor Conditions. An invalidated admission ticket no longer entitles the Visitor to access the Event.

Article 5 House rules of the Location

5.1 Good behaviour

The Visitor is obliged to behave in accordance with public order, morality and standards of decency. The Visitor is also obliged to follow the house rules and instructions of (security) employees of the Company. If the Visitor acts in any way contrary to these standards, the house rules and/or instructions, the Visitor may be denied (further) access to the Location, without the Visitor being entitled to a refund of any compensation.

5.2 Identification

The Visitor may be asked by the Company to identify themselves by means of identification or an Admission Ticket, for example to check their age in connection with the obligation not to provide alcohol to persons under the age of 18. If the Visitor cannot show identification or refuses to show it, they may be denied (further) access to the Location without the Visitor being entitled to a refund of any compensation.

5.3 Search and baggage check

The Visitor is obliged to cooperate with searches (including any checks of hand luggage carried) when visiting the Event. If the Visitor refuses to cooperate, the Visitor may be denied (further) access to the Location, without the Visitor being entitled to any refund.

5.4 General house rules

The Visitor is prohibited from, among other things:

- a) To bring photo, film and other recording equipment to the Location. Recording equipment may be confiscated for the duration of the Event.
- b) Recording of the Event in any form whatsoever, including photographing, filming and making (other) sound and/or image recordings, as well as reprints of and/or copying from the program (booklet), posters and other printed matter. All such recordings may be confiscated and destroyed.
- c) Smoking on the premises.
- d) To bring glassware, plastic bottles, cans and/or dangerous objects and/or obstructive objects and/or food and/or (alcoholic) beverages to the Location, under penalty of confiscation of these items.
- e) To bring drugs to the Location, this may result in confiscation of these items and, in some cases, arrest and reporting to the police.
- f) Wear face-covering clothing if there are identity checks and/or security risks at an Event. A Visitor whose face is not visible may be denied access to the Location.
- g) Bring large (back)bags, child carriers on the back, strollers or other large objects to the Location.
- h) Bringing damage to the Location. The Visitor is liable for any damage caused by him in or to the Location.
- i) Offer for sale or provide free of charge any goods of any kind to other Visitors or third parties at the Location without the explicit permission of the Company.
- j) To hinder other Visitors, such as inappropriate behavior (including molestation) and theft.
- k) To publicly display intoxication or enter the Location under the influence of drugs.
- l) To crowd surf, stage dive or perform similar acts.
- m) Bringing animals other than service dogs to the Location.

5.5

Camera

surveillance

The Company shall maintain camera surveillance at the Location, prior to, during and/or after an Event in connection with the protection of persons and property belonging to the Company and/or Third

Party. Camera images shall be retained for a period to be determined by the Company and no longer than strictly necessary.

Article 6 Rights of the Company

6.1 Termination of agreement

In the event of a violation by the Visitor of (one or more of) the provisions as stated in these General Visitor Conditions, the Visitor is legally in default without any further notice of default being required and the Company is entitled to terminate the purchase with immediate effect and without judicial intervention and/or to refuse the Visitor (further) access to the Event, for example by invalidating the Admission Ticket, without the Visitor being entitled to a refund of any compensation. An invalidated Admission Ticket no longer entitles the Visitor to access the Event.

6.2 Denial of access to the Location

The Company is entitled to deny the Visitor who has violated the rules of these General Visitor Conditions during or during one or more previous visits to the Location, or if there is otherwise justified fear of damage by the Visitor, immediate (further) access to the Location for an indefinite or fixed period of time and to remove him from the Location.

6.3 Forgery of Admission Ticket

If it is plausible that the Admission Ticket has been forged, the Company is entitled to deny the holder of this Admission Ticket (further) access to the Event and to invalidate the Admission Ticket, without the Visitor or the holder being able to claim any damage suffered as a result.

6.4 Incidental exercises and evacuation

The Company has the right to adjust the (regular) opening hours to incidental exercises in the context of company emergency response or, in the event of a calamity, to evacuate the Location in whole or in part, without the Visitor being entitled to reimbursement of any compensation and/or damages.

Article 7 Force Majeure

7.1 What is force majeure?

In addition to article 6:75 BW, a failure to perform by the Company cannot be attributed to it in the event of Force Majeure. Force majeure is also understood to mean any circumstance beyond the Company's control - even if this was foreseeable as a possibility at the time the agreement was concluded - that temporarily or permanently prevents performance of the agreement, such as war, riots, riots, police and/or fire brigade action, strikes, transport difficulties, fire and other serious disruptions in the business of the Company or third parties, weather conditions, non-functioning public transport, illness and/or cancellation of the artist(s), bankruptcy of artists and/or organiser, nuisance and/or unlawful acts caused by third parties, including other visitors and/or the artists, by maintenance work, by improper functioning of facilities, and by other events.

7.2 *Right of the Company in case of force majeure*

In case of force majeure, the Company has the right to postpone the Event to another date or to cancel the Event.

7.3 *Cancellation of Event*

It is the responsibility of the Visitor to check whether an Event is cancelled or postponed and what the new time or location will be. Although the Entrepreneur will try to inform the Visitor of the cancellation after the Entrepreneur has received the necessary information from Third Party(ies) and/or artist, the Entrepreneur cannot guarantee that the Visitor will be informed of the cancellation before the date of the Event. The Entrepreneur is not responsible for any costs incurred. If the Event is cancelled by the Company, the Company will refund to the Visitor the fee that the Visitor has paid to the Company or the (Pre)sales address. Refunds will be made at a (Pre)sales address no later than twelve weeks after the cancelled date, after the Visitor has presented a valid and undamaged Admission Ticket for the (cancelled) Event.

7.4 *Relocation of Event*

If the Event is rescheduled by the Company to another date, the Admission Ticket remains valid for the new date on which the Event will take place. If the Visitor cannot or does not wish to visit the Event on the new date, he has the right to hand in his Admission Ticket at a (Pre)sales address in exchange for a refund of the fee that the Visitor has paid to the Company or the (Pre)sales address. This refund will only take place if the Visitor presents a valid and undamaged Admission Ticket in time. If the Event is rescheduled to a later date, the Visitor can only claim a refund if he has handed in the Admission Ticket at the (Pre)sales address within four weeks after the rescheduled date on which the Event takes place. If the Event has been rescheduled to an earlier date, the Visitor can only claim a refund within four weeks after the (old) date as stated on the Admission Ticket.

7.5 *Service costs and other damage*

In the event of force majeure, only the Visitor who is a consumer and has purchased the Admission Ticket from the Company or a (Pre)sales address is entitled to a refund of the service costs. In the event of force majeure, the Company is not obliged to compensate for other damage, even if the Company enjoys any benefit as a result of the force majeure. The Visitor is also not entitled to (replacement) access to another Event.

Article 8 Liability

8.1 *Liability of the Company*

The Company is only liable for property damage and/or consequential damage suffered by the Visitor or injury caused to the Visitor that is directly and exclusively the result of intent or deliberate recklessness of the Company and/or its subordinates. Furthermore, only damage for which the Company is insured is eligible for compensation. If no payment is made by the insurance, for whatever reason, the liability of the Company is limited to €25,000 per event or series of related events.

8.2 Exclusion of Damage

The Company's liability is excluded for, among other things:

- a. Damage resulting from the actions of third parties, including tenants of (spaces in or parts of) the Location and persons engaged by these third parties;
- b. Damage resulting from failure to follow instructions given by the Company's (security) staff and failure to comply with the house rules or generally applicable rules of decency;
- c. Consequential) damage resulting from unforeseeable changes in the start and end times of the Events to which the agreement between the Company and the Visitor relates;
- d. Damage in any way caused by another visitor.

8.3

Offers/announcements

Offers, (program) announcements, communications or otherwise provided information and price quotes by the Company or a third party about an Event are without obligation. The Company is not liable for any errors made by the Company or third parties in announcements, offers, communications or otherwise provided information and price quotes, or for errors made in the (pre)sale of tickets by third parties, including the (Pre)sale addresses.

8.4 *Content and quality of the Event*

The Company is not liable for the content and the manner (quality) of execution of the program of the Event (including explicitly changes to and the length of the program).

Article 9 Cloakroom conditions

9.1

Use

of

cloakroom

The Company may charge a fee for the use of the cloakroom or locker. The Company may refuse to hand over items. The starting point is that only coats, scarves, bags, hats, helmets and umbrellas are accepted.

9.2

Receipt

One receipt is issued for each item handed in. Items will only be returned upon presentation of this receipt.

9.3 *Total value maximum €150,-*

The Company will not enter into a safekeeping agreement for objects (including contents) with a (total) value higher than €150,-. Objects (including their contents) with a (total) value higher than €150,- may not be handed in at the cloakroom. The person using the cloakroom guarantees that the value of an object to be handed in does not exceed €150,- and can therefore not hold the Company liable for loss or damage thereof for an amount higher than €150,-.

9.4

Limitation

of

liability

The liability of the Company is at all times limited to €150 for each item (including contents) handed

in at the cloakroom. The Company is not liable for any damage other than damage to or in connection with the loss of an item itself, and therefore not for indirect and/or consequential damage.

9.5 *Indemnity*
 The Visitor who hands in an item at the cloakroom indemnifies the Company for damage caused by the (contents of) the item handed in.

9.6 *End of storage*
 The Company will store items handed in by the Company exclusively for the duration of the Event. The Visitor is obliged to collect items handed in at the cloakroom from the Company before leaving the Location, failing which the Company has the right not to make a refund. Any storage agreement ends at the time of closing of the Location, following the deposit of the item.

Article 10 Personal Data
 The personal data of the Visitor that are registered by the Company or (Pre)sales addresses in connection with the provision of an Admission Ticket, are included in the administration of the Company and, if necessary, also provided to the relevant partner(s) at the Event. The Company processes personal data in accordance with the applicable laws and regulations and in accordance with its privacy policy, which can be found on the website of the Company.

Article 11 Final Provisions

11.1 *Additional conditions*
 The Company may declare additional conditions and/or regulations, such as house rules, applicable to these General Visitor Conditions.

11.2 *Nullity*
 The nullity of any provision of these General Visitor Conditions does not affect the validity of the remaining provisions.

11.3 *Rejection of other general conditions*
 The Company expressly rejects the applicability of the Visitor's general conditions.

11.4 *Dutch law*
 These General Visitor Conditions and the agreement between the Visitor and the Company are governed by Dutch law.

11.5 *Choice of forum*
 All disputes arising from the agreement between the Company and the Visitor will be settled exclusively by the competent court of the registered office of the Company, unless the law expressly provides otherwise.

11.6 Publication and filing

These General Visitor Conditions have been published on the website of the VNPF (www.vnpf.nl) and filed with the registry of the court in Amsterdam on 11 March 2020 under deposit number 36/2020