

## GENERAL TERMS AND CONDITIONS

### Definitions

<b>Agreement:</b>	any agreement between the Buyer and the Organiser in connection with the Visitor's attendance of an Event;
<b>Buyer:</b>	the person who has bought or obtained one or several Ticket(s);
<b>Employees:</b>	employees of the Organiser and/or the Event Location and/or third parties engaged by them, such as security personnel, auxiliary persons and emergency services, regardless of whether it concerns subordinates or non-subordinates;
<b>Event Location:</b>	location(s) where an Event takes place;
<b>Event Rules:</b>	the Organiser's rules that apply specifically to the Visitor's attendance of the Event and stay at and/or around the Event Location;
<b>Event:</b>	a one-day or multi-day event, which includes a music performance or other performance and/or other event, a concert, dance event, business event, festival and/or a public or private event, indoor and/or outdoor that one or several persons participate in, organised and/or facilitated by or on behalf of the Organiser at the Event Location;
<b>Organiser:</b>	one of the following companies with whom the Buyer has entered into an Agreement: Pintsize B.V. (Ch. of Comm. number 57919453), Soenda B.V. (Ch. of Comm. number 57866767), Smeerboel B.V. (Ch. of Comm. number 57866902), MWEE B.V. (Ch. of Comm. number 85466735), FC Brabant B.V. (Ch. of Comm. number 73716677), Duikboot B.V. (Ch. of Comm. number 78335604), Soenda Indoor B.V. (Ch. of Comm. number 82973288), UTAM Events B.V. (Ch. Of Comm number 93342691);
<b>Parties:</b>	the Organiser and the Buyer, OranjeRoes B.V. (KvK-nummer 99375753, Joy Events B.V. (KvK-nummer 99357931);
<b>Sale or Presale Address:</b>	a sales or presale organisation engaged by the Organiser for the sale of Tickets, including organisations where Tickets can be purchased online/digitally;
<b>Social Media:</b>	social media channels and accounts of or on behalf of the Organiser including any special apps linked to them that are operated by or on behalf of the Organiser;
<b>Terms and Conditions:</b>	these General Terms and Conditions;
<b>Ticket Price:</b>	the price of a Ticket, excluding any additional service charges and/or administrative costs;
<b>Ticket:</b>	an admission Ticket obtained in a legally valid manner, provided by or on behalf of the Organiser, which gives access to a specific Event. The admission Ticket may consist of a unique QR code or bar code provided by or on behalf of the Organiser that is provided electronically (i.e. via e-mail) to the Buyer or a third party designated by them;
<b>TicketSwap:</b>	Ticketswap B.V. including all its subdomains for other countries;
<b>Visitor:</b>	the Visitor to an Event;
<b>Website:</b>	the website(s) registered in the name of or for the Organiser and any specifically affiliated website(s).

### Article 1 Applicability

- 1.1 These Terms and Conditions apply to any Agreement that is concluded between the Organiser and the Buyer, regardless of the manner in which this Agreement is concluded.
- 1.2 Words used in the singular have the same meaning when used in the plural form and vice versa.

- 1.3 The Buyer is obliged to comply with the Event Rules. Moreover, the Buyer is obliged to ensure that the holder of a Ticket and/or Visitor who has obtained a Ticket from the Buyer either directly or indirectly is familiar with the Event Rules and Terms and Conditions and complies with them. If the Visitor does not comply with the Event Rules and/or these Terms and Conditions, they are liable towards the Organiser. Moreover, the Buyer from whom the relevant Visitor has obtained the Ticket either directly or indirectly is jointly and severally liable for any damage or loss resulting from the failure by the relevant holder of the Ticket or the Visitor to comply with the Event Rules.
- 1.4 The Organiser has the right to change these Terms and Conditions and the Event Rules either wholly or partially at any time. If this change means that a performance is provided that differs essentially from the original performance, the Buyer may terminate the Agreement within 10 working days of the notification thereof. If the Buyer does not do so in good time, then they are bound by the changes. The most recent version of the Terms and Conditions and the Event Rules has been published on the Website.
- 1.5 The Organiser explicitly rejects the applicability of any general terms and conditions of the Buyer (by whatever name).
- 1.6 The nullity of a provision of these Terms and Conditions does not affect the validity of the other provisions of these Terms and Conditions.
- 1.7 In addition to the Terms and Conditions, any terms and conditions or general terms and conditions of the Ticket Sale or Presale Address may (also) apply to the purchase of a Ticket.

## **Article 2 Offers and formation of the Agreement**

- 2.1 Information, offers, announcements and quotations relating to an Event and/or a Ticket or the sale thereof is/are stated, given or provided as accurately as possible by the Organiser and/or third parties orally, by telephone, via e-mail, via the Website and/or Social Media. The Organiser is not liable for any inaccuracies or incompleteness in the announcements referred to above.
- 2.2 An Agreement is formed at the time that the Buyer buys a Ticket from the Organiser or a Sale or Presale Address engaged by the Organiser, at any rate has accepted an offer made by or on behalf of the Organiser for the obtaining thereof, whether or not for payment.
- 2.3 Section 6:230p of the Dutch Civil Code applies to the Agreement. This means that the Buyer cannot terminate (in Dutch: ontbinden) the Agreement pursuant to the statutory right of withdrawal. .

## **Article 3 Admission and Ticket**

- 3.1 A Ticket is provided once-only and after it has been personalised, it entitles the holder thereof to once-only admittance to the Event. A Ticket provided digitally can be downloaded after the Buyer has received an e-mail or other digital notification in that respect, and the Ticket has been personalised. A so-called Sealed Ticket can only be downloaded shortly (i.e. a few hours) before the start of the Event.
- 3.2 It is the Visitor's own responsibility to ensure that they are and remain the holder of the Ticket during the Event. A Ticket is no longer valid after leaving the Event Location.
- 3.3 Each Ticket must be personalised in the name of the relevant Visitor. If a Ticket has not been personalised by the Visitor, the Organiser may refuse the relevant Visitor admittance to the Event. The Buyer is not entitled to compensation.
- 3.4 The person who receives the Ticket must ensure that the Ticket can actually be provided electronically in a secure manner. The Organiser does not guarantee the confidentiality or the receipt of the Ticket.
- 3.5 Only purchases via the Organiser or Sale or Presale Addresses engaged by it guarantee that a valid Ticket is obtained. A Ticket can be declared invalid by or on behalf of the Organiser and/or

the Visitor may be refused admittance to the Event Location by or on behalf of the Organiser if it turns out that the Ticket was otherwise obtained. The same applies in case of fraud, abuse and/or violation in other respects of one or several of the rules laid down in Articles 3.6 and 3.8.

- 3.6 If the Buyer claims a discount when purchasing a Ticket, the document that entitles to said discount must be shown on an Employee's demand upon admittance to the Event Location and during the Event.
- 3.7 From the time that the Ticket has been made available to the Buyer or a third party designated by them, the risk of loss, theft, damage or abuse of the Ticket is borne by the Buyer. The Buyer or the holder of the Ticket is not entitled to a refund of the Ticket Price or any other compensation if the Ticket is not used or in case of loss, theft, damage or abuse. A Ticket cannot be returned or exchanged.
- 3.8 It is not allowed to remove or cause the removal of and/or change statements with respect to copyrights, trademarks, logos, designs, trade names and/or other industrial or intellectual property rights of the Organiser and/or its licensors from or on the Ticket or other texts, numbers, etc. or to otherwise infringe the Organiser's intellectual property rights.
- 3.9 The Organiser reserves the right to set a maximum to the number of Tickets that a Buyer may purchase.
- 3.10 The Organiser may set a time until when the Visitor is admitted to the Event Location. After this time, the Visitor is no longer admitted to the Event Location.
- 3.11 In exceptional cases, a Ticket may be paid in instalments. If that is the case, this and the conditions subject to which this is possible have been stated explicitly prior to the payment of the Ticket Price. When buying a Ticket, the Buyer must always pay the first instalment immediately. An Agreement for the purchase of a Ticket is binding. Payments in instalments can only be made via a payment method offered by the Ticket Sale or Presale Address. After receipt of the last instalment, the Buyer is sent an e-mail to confirm the receipt of the payment. The Buyer is only entitled to delivery and issue of the Ticket after the Organiser has received the Ticket Price in good time and in full. If one instalment has not been paid in good time and/or in full, the Buyer is immediately in default. In that case, the Organiser may terminate the Agreement and charge cancellation costs to the Buyer. These cancellation costs amount at least to the sum of the first instalment/down payment of the Agreement. If the Buyer has already paid multiple instalments, the remainder, minus the first instalment, will be paid back to the Buyer into the bank account specified by the Buyer in the near future.

#### **Article 4 Prohibition and conditions to resell Tickets**

- 4.1 Reselling or causing the resale of a Ticket to third parties, offering or causing the offer of a Ticket for sale to third parties or providing or causing the provision of a Ticket to third parties for commercial purposes in any way whatsoever, unless via Ticketswap and/or another additional official sales channel for secondary ticketing designated by the Organiser, is prohibited. The secondary ticketing sales channel/channels permitted by the Organiser is/are stated on the Website(s).
- 4.2
- 4.3 Exceeding or causing the exceeding of any maximum set by the Organiser within the meaning of Article 3.9 of these Terms and Conditions either directly or indirectly, among other things by purchasing or causing the purchase of Tickets via third parties and subsequently reselling or causing the resale of these Tickets obtained via third parties to third parties, offering or causing them to be offered for sale or providing or causing them to be provided to third parties for commercial purposes in any way whatsoever is prohibited. Regular personal resale of a Ticket

via secondary ticketing sales channels permitted by the Organiser is exempted from the above. Such permitted sale or resale is at one's own risk and expense. Specific general or other terms and conditions of these secondary ticketing sales channels may apply to this sale or resale of a Ticket via secondary ticketing channels permitted by the Organiser. The user of TicketSwap's platform services is obliged to comply with the "Rules for using TicketSwap". The Organiser is not liable for any loss resulting from the sale or resale of a Ticket via this type of sales channels.

- 4.4 The Buyer is not allowed to advertise the Event and/or any part thereof in any manner whatsoever or to give any other form of publicity to the Event and/or any part thereof or to cause such to be done.
- 4.5 If the Buyer does not comply with the obligations under this article, the Organiser is entitled to designate the relevant Tickets as invalid. The Buyer and the holder of an invalid Ticket may be refused admittance to the Event without any right to a refund. Moreover, the Buyer must pay the Organiser an immediately payable penalty of two hundred and fifty euros (EUR 250) per Ticket and one hundred euros (EUR 100) for each day that this violation continues, without prejudice to the Organiser's right to also claim performance and/or full compensation. The holder of an invalid Ticket is not admitted to the Event Location and is not entitled to any compensation.

## **Article 5 Liability**

- 5.1 The Organiser is not liable for loss suffered by the Buyer.
- 5.2 The Organiser is not liable for loss resulting from the cancellation of, changes to or relocation of an Event and/or the notifying of the Buyer thereof in good time and/or in full.
- 5.3 If, without prejudice to Articles 5.1 and 5.2, the Organiser is still liable, it is in any case never liable for loss resulting from:
  - travel from and to as well as the entering of, staying at and carrying out activities at and leaving the Event Location and attending the Event;
  - the manner in which the Event's programme is given shape to in terms of content and/or duration. Not even if this deviates from a prior announcement;
  - loss of clothing, items and/or other belongings of the Buyer, unless the loss is the result of the Employees' wilful misconduct or gross negligence. The Organiser's liability is in such Event limited to the current market value of the relevant property and up to a maximum of two hundred and fifty euros (EUR 250).
  - hearing and/or sight problems, blindness and/or other physical injury of the Buyer and/or the Visitor in connection with the Event. The Visitor is aware that loud and/or amplified music may be played during the Event and at or around the Event Location. The Organiser recommends that the Visitor protect their hearing during the Event by using special ear plugs, and that they give their hearing a rest every now and then by going to a space or area where no music is played. The Visitor is also aware that strong light effects or laser effects may be used during the Event and at or around the Event Location.
- 5.4 The Organiser is not obliged to refund any service charges, payment costs and/or administrative costs charged and/or costs that have otherwise arisen that have been charged to the Buyer.
- 5.5 Neither is the Organiser liable for any other loss of any nature whatsoever that is the direct or indirect result of the acts or omissions of the Organiser and/or Employees during or in connection with the Event, including travel to and from or stay at the Event Location and/or other travel or accommodation expenses, unless the loss is the result of the Organiser's intent or deliberate recklessness.
- 5.6 Without prejudice to the provisions of Articles 5.1 to 5.3 inclusive, except in the case of the intent or deliberate recklessness of the Organiser or its immediate superiors, the Organiser's liability per Buyer and per Visitor is limited to the Ticket Price at most. The Organiser is never liable for

indirect loss, including consequential loss, wage costs, medical expenses, loss sustained, lost profit, lost income or other direct trading loss or loss of the Buyer and/or Visitor, regardless of the manner in which it has arisen.

- 5.7 The exclusions and/or limitations of the Organiser's liability included in this article also apply to Employees.
- 5.8 The above provisions have no effect on any liability under mandatory law.

## **Article 6 Cancellation, relocation or moving of Event**

- 6.1 The Organiser is entitled to cancel, change, relocate or move an Event or parts thereof.
- 6.2 Only if the Event is cancelled in full will the Organiser refund the paid Ticket Price at the Buyer's written request. The Organiser does not compensate the administrative costs and service charges; this is at the discretion of the Sale or Presale Address. The Buyer is not entitled to Tickets to another Event that is organised by the Organiser.
- 6.3 It is the Buyer's responsibility to check on the Website whether an Event is or has been cancelled, relocated or moved, as well as the new time or new location of the Event, if applicable. In case of cancellation, relocation or moving the Organiser will do its utmost to inform the Buyer in good time. The Organiser does not guarantee that the Buyer receives this information before the start of the Event.
- 6.4 Unless provided otherwise in the Agreement and/or these Terms and Conditions, in principle, a Ticket to an Event that is relocated or moved is also valid for admittance to the relocated or moved Event. Information about this is provided via the Website and/or Social Media. Only if the Event is moved to another day may the Buyer return the Ticket to the Organiser or to a Sale or Presale Address engaged by the Organiser in exchange for a refund of the Ticket Price. The Buyer may only claim a refund if the Buyer has submitted the request for a refund to the Organiser within 7 days after the relocation or moving of the Event has been announced.
- 6.5 It is the Buyer's responsibility to check whether an Event is or has been or whether parts thereof are or have been cancelled, relocated or moved, as well as the new time and/or new location thereof, if applicable. In case of cancellation, relocation or moving the Organiser will do its utmost to ensure that the Buyer is informed as soon as the Organiser is aware of this. However, the Organiser does not guarantee that the Buyer receives this information before the start of the Event.

## **Article 7 Force majeure**

- 7.1 If force majeure prevents or seriously impedes the Organiser to fulfil all or part of its obligations, it is not liable for and not obliged to compensate any loss resulting from this. The situation of force majeure may relate to both the Event itself, the preparation thereof and/or the construction of the Event Location.
- 7.2 There is force majeure on the Organiser's part in case of (but not limited to) strikes, fire, impending or actual extreme weather conditions, water damage, permanent or temporary power interruption or failure, permanent or temporary and/or full or partial failure of the Internet, epidemic, pandemic, impending or actual terror, war, riot, substantial currency changes, operational breakdowns caused by fire, an accident or other incidents and/or government measures or the threat of such circumstances. All this regardless of where the obligation that was not fulfilled or was not fulfilled in good time should have taken place.
- 7.3 In case of force majeure, the Organiser has the right to move the Event or parts thereof to another date or location or to cancel the Event wholly or partially or to minimise/change the content of the Event programme or parts thereof.

## **Article 8 Other**

- 8.1 The Organiser recommends that the Buyer and/or the Visitor keep a close eye on the Website and Social Media. The most recent available information relating to the Event is published there.
- 8.2 Objects found must be handed over to the Employee behind the bar, at the counter at the lockers or at the cashpoint of the Event Location. Objects found are kept by the Organiser or the provider of the lockers for a maximum of two weeks, during which period the rightful owner may collect the items that they have lost from the Organiser or the provider of the lockers.

## **Article 9 Privacy and personal data**

- 9.1 The Organiser processes the data and personal data of the Buyer and the personal data provided for personalisation purposes in accordance with the applicable laws and regulations and its privacy policy. This privacy policy has been recorded in a privacy statement, which has been published on the Website.
- 9.2 The Organiser has the right to make image recordings during the Event for purposes including commercial purposes and security purposes. In case of emergencies, recordings or image recordings made during the Event (also with security cameras) are surrendered to third parties such as the police and the judicial authorities.

## **Article 10 Complaints**

The Organiser does its utmost to make the Buyer's stay at the Event Location during the Event as pleasant as possible. In the unlikely event that the Buyer has a complaint, we request that the Buyer report this complaint by sending an e-mail to [info@elevation-events.com](mailto:info@elevation-events.com). During the Event, a complaint may also be reported to an employee of the Organiser. Complaints must be reported to the Organiser as soon as possible, but preferably within seven (7) days of the date of the stay at the Event Location, supported by reasons.

## **Article 11 Disputes**

- 11.1 Dutch law applies exclusively to the Agreement, the Terms and Conditions and all legal relationships resulting from them.
- 11.2 The competent Court of Midden-Nederland, Utrecht location, has exclusive jurisdiction to hear all disputes between the Parties. Within one (1) month after the Organiser has relied on this article in writing, the Buyer may decide to have the matter handled by the court that has jurisdiction under the law.
- 11.3 As an alternative to Article 11.2, the Parties may submit disputes, including complaints within the meaning of Article 11 of these Terms and Conditions, to the Dutch Foundation for Consumer Complaints Boards (SGC), which is part of the Online Dispute Resolution (ODR) platform (<https://www.eccnederland.nl/nl/online-dispute-resolution-odr>).
- 11.4 The Dutch text is binding if the Terms and Conditions have been translated.

## Event Rules

These Event Rules apply to your visit to the Event and the Event Location. If you visit the Event and enter the Event Location, you agree to these Event rules and their applicability.

### Article 1 General Event Rules

#### General

- 1.1 You must act in accordance with the Event Rules and the rules that apply in society with respect to decency and good manners. If, in the opinion of an Employee (employee of the Organiser or a third party engaged by it, such as security personnel, emergency services, etc.), you do not do so, you must provide proof of your identity and provide a photocopy of your valid identification on demand. You may also be denied admittance to the Event, or be removed from the Event Location. You are obliged to cooperate. You may also be handed over to the police. You are not entitled to compensation of the admission fee and any service charges and/or administrative costs charged and/or costs that have otherwise arisen. The Organiser of the Event that you are visiting (Organiser) has the right to deny you admission to one or several future Events during and/or after the Event, whether or not in consultation with the relevant authorities.
- 1.2 You must immediately follow any directions and instructions given by an Employee.
- 1.3 We may set a time up to which you will be admitted to the Event Location. After this time, you will no longer be admitted to the Event Location.
- 1.4 The Organiser decides in cases in which the Event Rules do not provide. This decision is binding.

#### Event information

- 1.5 We recommend that you keep a close eye on the Event's and the Organiser's Website and Social Media. The most recent available information relating to the Event will be published there.
- 1.6 You need to check whether an Event is or has been cancelled or is or has been relocated, as well as the new time or new location of the Event, if applicable. In case of cancellation or relocation, the Organiser will post this on the Website as soon as possible and will communicate this via Social Media to inform you. Unfortunately, the Organiser cannot guarantee that you will receive this information before the start of the Event. The Organiser is not liable for any loss in that respect, and is not obliged to compensate or refund the Ticket Price and any service charges, payment costs and/or administrative costs charged and/or costs that have otherwise arisen.

#### Programme

- 1.7 The programme and the line-up are conditional. If one or several programme elements are cancelled, an attempt will be made to program an alternative programme element/artist at a similar level with a similar style of music and/or quality. Changes in the programme and/or line-up never result in a refund of the admission fee and/or other costs.

#### Age and identification

- 1.8 Unless stated otherwise, the minimum age is 18 years. You must show valid identification and have your identity verified if an Employee so requests. Valid identification is understood to include a passport, Dutch identity card or a Dutch driving licence. A photocopy is not accepted.

#### Admission Ticket

- 1.9 You must be in possession of a valid admission Ticket and must show this to an Employee on demand. If you have received a discount, the same applies to the document evidencing this discount.
- 1.10 Your admission Ticket must have been personalised. If you have not personalised your admission Ticket (using the correct data), the Organiser of the Event may refuse your admittance to the Event, and you are not entitled to any compensation.

### Light and noise nuisance

- 1.11 Loud and/or amplified music may be played and strong light effects and laser effects may be used at the Event. We therefore recommend that you protect your hearing during the Event by using special ear plugs, and that you give your hearing a rest every now and then by going to a space or area where no music is played. Ear plugs are sold at various locations on the site.
- 1.12 The Organiser is not liable for any damage or injury as a result of your visit to the Event, including hearing impairment, sight injury, blindness and/or other physical injury caused by your visit to the Event.

### Safety and conduct

- 1.13 In the context of safety at the Event Location, you are obliged on the demand of an Employee, the police or other competent authority:
  - a. to cooperate fully with the searching of clothing (security search) both at the entrance to the Event and the Event Location and during the stay at the Event and the Event Location; and/or
  - b. to allow bags such as handbags, rucksacks, carrier bags to be inspected, both at the entrance to the Event and the Event Location and during the stay at the Event and the Event Location; and/or
  - c. to pass through a security gate.If you so request, the search referred to under a. is carried out by an Employee of the same gender as you.
- 1.14 You must look well-groomed. Wearing a football shirt and/or discriminatory and/or otherwise provocative clothing and a balaclava, full-face helmet or a mask is prohibited.
- 1.15 Loitering near emergency exits or places at the Event Location where fire extinguishers are located or other fire-resistant measures and/or safety measures have been taken is prohibited.
- 1.16 Bringing professional photo equipment, film equipment, drone equipment and/or audio equipment and/or other recording equipment, disguised or hidden cameras, glassware, bottles, water bags, cans, fireworks, laughing gas canisters, spray cans, umbrellas, selfie sticks or other objects or substances that, in the Employees' opinion, are a hindrance or dangerous, as well as drugs, weapons, firearms, or food, drinks or alcoholic beverages and/or animals or pets to the location, at any rate having these in your possession at the Event Location, is not allowed. These items are destroyed or taken into custody or transferred to the police. Moreover, you may be denied admittance to the Event Location, or be removed from the Event Location.
- 1.17 Bringing sun cream is allowed, provided that it is spreadable, is in its original packaging, and that the packaging has a maximum volume of 100 ml. Any form of sun cream spray/canister is expressly not allowed.
- 1.18 If you want to bring along medication, food and/or fluids that are necessary in connection with an allergy or illness, please show a valid doctor's certificate to the Employee.
- 1.19 It is NOT possible to temporarily leave the Event Location during the Event. Once you have left the Event Location, you need a new Ticket to gain access to the Event again.
- 1.20 You are not allowed to damage the Event Location or its fixtures and fittings. You are also not allowed to endanger other Visitors or Employees, for example by climbing onto objects and/or being present in/on objects located at or around the location (such as stages, fences, containers, etc.). If you cause damage to the Event Location or its fixtures and fittings, you are obliged to compensate for this damage.
- 1.21 Threats, physical abuse, theft, discrimination, unwanted sexual advances and other objectionable and/or offensive or provocative behaviour and/or attempts in that respect are not allowed.
- 1.22 Entering one toilet cubicle with several Visitors at the same time is not allowed.
- 1.23 Urinating in public is prohibited.
- 1.24 Causing nuisance to people living in the neighbourhood and the immediate residential environment when entering and leaving the Event is prohibited.

1.25 Instructions, orders and/or directions given by the Employees must be followed on demand. These instructions may also pertain to the prevention of - undesired - gathering in groups, aggressive behaviour, indecent or offensive behaviour, emergencies, endangerment, discrimination, insult, threat, wearing provocative clothing, insignia, badges, masks, headgear, flags, etc.

#### Drugs and smoking

1.26 The Organiser has a zero-tolerance policy when it comes to drugs. Being in possession of and/or using and/or dealing in drugs or laughing gas is therefore prohibited at or near the Event Location. If an Employee establishes that you are acting in violation of this prohibition, you are removed from the location and may be handed over to the police.

1.27 Smoking is not allowed, except in any designated outdoor area(s). Smoking is understood to include smoking conventional cigarettes, electronic cigarettes or any other artificial forms of smoking. You will be removed from the Event Location after discovery that this prohibition has been violated. The Organiser makes a reasonable effort to inform you of the smoke-free nature of the Event Location or parts thereof. The Organiser does not guarantee that the Event is completely smoke-free. You are, therefore, not entitled to reimbursement of the Ticket Price or part thereof and/or other costs if smoking does take place at the Event. If you are acting in violation of the smoking prohibition and the Organiser is imposed a fine, this fine is recovered from you.

#### Items, valuable items and lost property

1.28 You are responsible for your own items. The Organiser is not responsible for theft, destruction and/or loss of those items. The Organiser recommends that you do not bring valuable items to the Event.

1.29 Objects found can be handed over to an Employee behind the bar, or at the counter at the lockers or at the cashpoint of the location. The Organiser or the provider of the lockers will keep objects that are found for a maximum of 2 weeks. If you are the rightful owner of a found object, you may collect it from us or from the provider of the lockers during those 2 weeks.

#### Video or audio recordings

1.30 You may record your visit, but only in a non-professional manner. Professionally recording the Event, in any form whatsoever, on any digital or analogous carrier whatsoever, including photographing, filming, or otherwise making audio and/or image recordings of the Event is therefore prohibited. If you have made non-professional recordings, you may only use these recordings for your private purposes, and they may not in any manner whatsoever be used for commercial purposes or made public.

1.31 The Organiser has the right to make audio and/or image recordings during an Event. If you visit an Event:

- You consent to the recording and/or use or reuse of your name, voice, portrait and/or image by means of audio and video display, either broadcast live or recorded, broadcasting or any other form of distribution, including photographs or other current and/or future media technologies; and
- You give permission unconditionally for the use or reuse within the meaning of paragraph a, for an indefinite period, worldwide and for no consideration (no entitlement to compensation); and
- You do not hold the Organiser or the third parties using image and/or audio material for commercial or non-commercial purposes with the Organiser's permission liable for the use or reuse of this image and/or audio material; and
- You waive any portrait right, image right and the right to persona to the extent that it concerns images in and around the Event Location in which you are recognisable; and

- e. You acknowledge that a video monitoring system is operational, and you agree that video recordings may be made of you by or on behalf of the Organiser in the context of public order and safety; and
- f. You acknowledge that possible intellectual property rights, including copyrights and neighbouring rights, relating to image and/or audio material made by you or on your behalf, are the Organiser's undivided property; on the Organiser's demand you will fully cooperate, for no consideration, in all necessary formalities to accomplish a transfer of rights or other granting of rights; the Organiser at all times has the right to use or have third parties use the image and/or audio material made by you as referred to above in any manner whatsoever.

#### Tokens

1.32 If tokens are used, they are valid only for the relevant Event where the tokens were purchased. The tokens cannot be exchanged and you do not receive a refund. Reselling or having third parties resell the purchased tokens is not allowed.

#### Handing out or selling goods

- 1.33 Handing out or having third parties hand out promotional material, which includes samples, flyers, advertising material and/or leaflets, at or around the Event Location is not allowed without the Organiser's permission.
- 1.34 Selling goods, such as food, or services is prohibited at or around the Event Location.
- 1.35 Distributing flyers, hanging up posters and/or banners or carrying out different promotional activities is prohibited at and/or around the Event Location and the parking spaces without the Organiser's permission.

#### Travel and stay

1.36 Your travel from and to as well as the entering of, staying at and carrying out activities at and leaving the Event Location and attending the Event is all at your own risk.

#### Assistance dog

1.37 The presence of an assistance dog is allowed, but we strongly advise against this on account of the nature of the Event. If you want to bring your assistance dog, you must demonstrate that it is an assistance dog (logo on the dog's cover/harness and identification with the school's card). Please contact the Organiser before the Event if you have any questions.

### **Article 2 Privacy and personal data**

- 2.1 The Organiser processes your data and personal data in accordance with the applicable laws and regulations and its privacy policy. This privacy policy has been recorded in a privacy statement, which has been published on the Organiser's website.
- 2.2 In case of emergencies, the Organiser may surrender to third parties, such as the police and the judicial authorities, any recordings or image recordings made during the Event with security cameras, for example.

## Rules for using TicketSwap

1. The user of TicketSwap's platform services ([www.ticketswap.com](http://www.ticketswap.com) or its mobile application) ('User') agrees to TicketSwap's terms and conditions ('Platform T&C'). All matters related to User's account, personal data and platform functionality are governed by the Platform T&C, which can be found on TicketSwap's website. When purchasing or selling a Ticket by using TicketSwap, the User enters into a direct, one-time purchase agreement ('TS Agreement') with Organiser.
2. When the User purchases Tickets by using TicketSwap's platform ('Platform'), that User also agrees to the Terms and Conditions (of Organiser).
3. When a User sells a Ticket or purchases a Ticket from another User on the Platform an agreement is formed between the concerning Users and Organiser. The agreement concerned governs the process whereby Organiser first purchases the listed Ticket from the seller and subsequently sells it to the buyer. This transaction occurs without terminating (in Dutch: "ontbinding") the original Agreement, ensuring that the initial transaction between Organiser and the seller remains intact. As a result, the transaction gives rise to both a purchase agreement between the buyer and Organiser and a corresponding sales agreement between the seller and Organiser.
4. Organiser reserves the right to amend the TS Agreement. The User may terminate the TS Agreement only in the event of a substantial change to its terms. If the User offers or purchases a (new) Ticket after the TS Agreement has been updated, the User must first accept the latest version before proceeding.
5. Section 6:230p of the Dutch Civil Code applies to the TS Agreement. The Buyer has no right to terminate (in Dutch: ontbinden) the TS Agreement pursuant to the statutory right of withdrawal.
6. Organiser may dissolve (in Dutch: "ontbinden") or annul the TS Agreement if User has not fulfilled the conditions of the TS Agreement.
7. Following the purchase of a Ticket by buyer, TicketSwap will issue an invoice to buyer in the name and on behalf of Organiser.
8. Seller determines the selling price of each Ticket that seller offers on the Platform taking into consideration that prices are between 20% above and 20% below the base price, which is the latest Ticket price as released in the latest tier by Organiser (including all service costs of Organiser). The limits of the Ticket price are thus determined based on the latest tier of ticket sales for an Event, during which tickets are sold at the highest standard price before the Event takes place. This phase follows earlier pricing stages, such as early bird or regular sales, and reflects the last publicly available ticket price set by Organiser before the date of the Event.
9. The determination of the minimum and maximum Ticket prices shall be at Organiser's sole discretion, taking into account the necessary level of transparency for the User. Organiser reserves the right to amend, adjust, or remove the prices of the Tickets on the Platform at any time, subject to market conditions, regulatory requirements, or other relevant considerations. Such modifications may be implemented without prior written notice, provided they remain in compliance with applicable laws and contractual obligations.
10. For every Ticket for which a purchase agreement is concluded, the seller of the Ticket owes an amount equal to a percentage of the sales price (incl. VAT) to Organiser. By entering into this TS Agreement the seller of the Ticket instructs the payment platform to deduct this amount from the sales price received and transfer this to Organiser. In some of the countries where price

restrictions apply to the offering or reselling of Tickets, it is allowed to add an organiser fee for the services of Organiser. Organiser will inform the seller of the Ticket thereof.

11. The buyer of Ticket can pay online via the available payment methods. The service costs of Organiser for the purchase of Ticket amount to a percentage of the sales price of Organiser (including VAT). These service costs may apply depending on the event country and currency. For certain events, different service costs may apply as specified by Organiser. In addition the buyer of a Ticket will pay a transaction fee for payment processing services and costs associated with transactional risks (such as risk management, refunc costs, and chargeback fees) (including VAT). For certain payment methods (such as PayPal), an additional fee may apply.
12. Organiser may, at its sole discretion, determine from which moment Tickets may be offered for (re)sale via the Platform. This may include setting a start date or time prior to the Event as of which (re)sale is permitted.