

## General terms and conditions of Intents Evenementen / Visitors

### 1. definitions

- 1.1. **"Event"**: every activity organised by the Organisation such as music festivals, catering, festivals, parades and (festival) camping sites, all this in the broadest sense of the word.
- 1.2. **"Visitor"**: every natural person or legal entity who has bought, has won or has acquired an Admission Ticket for an Event organised by the Organisation and every person who wishes to have access (and/or has gained access) to an Event.
- 1.3. **"Site"**: the area where the Event takes place, including all buildings, (whether or not covered), spaces, fields, squares, etc., also including the parking spaces and access routes.
- 1.4. **"Admission ticket"** or **"Admission tickets"**: a (digital) document (such as a barcode provided by or on behalf of the Organisation), with which the Visitor can acquire access to a specifically named Event or part thereof.
- 1.5. **"Coins"**: coins issued by the Organisation which Visitors can purchase for an amount determined by the Organisation, and which can be used as a means of payment during the Event at the places designated for this purpose by the Organisation.
- 1.6. **"Camping site"**: a specific part of the site designated by the Organisation for this purpose, where the Visitor, who has purchased an Admission Ticket for this purpose, may stay and stay overnight during the Event.
- 1.7. **"Accommodation"**: a specific part of the Site designated by the Organisation for the Visitor to temporarily stay during the Event, whether or not with a specific facility for the Visitor (e.g.: camping pitch for friends, FestiTents, Festipi's, KarTents (cardboard tents), group tents, Urban Boutique (flexotels). If that location is equipped with further facilities (such as a tent and or inventory), Accommodation shall also include those facilities.
- 1.8. **"Organisation"**: Intents Evenementen b.v., with its registered office in Oisterwijk (Ch. of Comm.: 81572441) and also the legal entities/natural persons that are charged with the organisation of an Event on its behalf.

### 2. applicability

- 2.1. These general terms and conditions apply to - and form an integral part of - every offer and every agreement with regard to the services or products of whatsoever nature to be delivered to the Visitor by the Organisation, unless expressly agreed otherwise in writing.
- 2.2. These general terms and conditions also apply to agreements that are concluded with, or as the case may be through (or by means of brokerage activities of), the official (advance) sale addresses designated for this purpose by the Organisation.
- 2.3. These general terms and conditions also apply during the Event and to all (further) agreements the Visitor concludes with the Organisation (such as the purchase of Coins, drink and food and merchandise and/or an Admission Ticket for Accommodation).
- 2.4. These general terms and conditions can also be consulted (and saved) on the Event's website and are placed for perusal at the entrance to the Event.
- 2.5. Internal rules also apply to an Event. The internal rules can be consulted on the website of the Event concerned and are placed for perusal at the entrance to the Event. The Visitor hereby expressly declares to agree to the internal rules and also declares that he/she will behave in conformity with these internal rules.
- 2.6. Manifest errors or mistakes in the offers of the Organisation shall release it from its obligation to perform and/or any obligations to pay compensation resulting therefrom, even after the conclusion of the agreement.
- 2.7. If a Visitor also orders an Admission Ticket or Admission Tickets for third parties, he declares that he or she is authorised to accept these general terms and conditions on behalf of those third parties and to inform such third parties of the contents and the applicability of these general terms and conditions.

### 3. ticketing

- 3.1. The agreement between the Organisation and the Visitor comes into effect (1) at the time when the Visitor buys or obtains one or more Admission Tickets from the Organisation or from one of the official (advance) sale address designated by the Organisation for this purpose, or (2) by submitting or showing an Admission Ticket by a person who wishes to acquire access to the Event.
- 3.2. A Visitor may not amend or dissolve an agreement concluded, unless mandatory legal provisions would accord him such right.

- 3.3. The Organisation reserves the right at all times to refuse acceptance of entering into an agreement with the Visitor or to terminate an agreement if there are reasonable grounds for doing so (e.g. if a Visitor has been denied access to Events due to previous circumstances), or to attach additional conditions to access to the Event.
- 3.4. The Organisation provides the Visitor with a one-off Admission Ticket or the Admission Tickets for the Event concerned in a manner to be determined by the Organisation (for example by email). The Visitor declares to have the possession of proper resources (such as a printer) in order to be able to physically show the Admission Ticket at the entrance of the Event.
- 3.5. The Organisation may declare a further procedure applicable which the Visitor must complete following payment of an Admission Ticket in order to validate or receive the Admission Ticket. This procedure may include, for example, that the Visitor must provide the name/names of the Visitors before being issued with the Admission Tickets. The Organisation may also require that this procedure be completed by a specified date prior to the Event. Visitors will fully cooperate in this respect.
- 3.6. The providing of an Admission Ticket gives one person a one-off right to access to the Event.
- 3.7. Only the holder of the Admission Ticket in whose name it is registered and who first shows the Admission Ticket at the Event will gain access to the Event. The Organisation will not be obliged (but will be entitled) to conduct further inspection with respect to the Admission Tickets regarding whether or not the holder thereof is also the rightful owner.
- 3.8. The Admission Ticket shall only give access to the parts of the Site and/or Event as expressly stated by the Organisation and/or on that Admission Ticket.
- 3.9. The Visitor must personally ensure that he/she becomes and remains the holder of the Admission Ticket provided by the Organisation, or by an (advance) sale address engaged by the Organisation. From the time that the Admission Ticket has been made available to the Visitor the risk of loss, theft, damage or misuse of the Admission Ticket will be vested in the Visitor.
- 3.10. A date for an Event announced by the Organisation is a date when the Organisation intends to organise the Event. If this turns out not to be possible, the Organisation has the right to reschedule the Event for another date to be determined by the Organisation.

#### **4. prohibition of resale**

- 4.1. The Visitor is prohibited from, without the express written permission from the Organisation, selling (reselling) Admission Tickets for an Event, offering these for sale and/or providing these to third parties for, or in the context of, commercial purposes. Commercial purposes mean every sale whereby the seller receives a higher amount for the Admission Ticket than the lowest of the following two amounts: (1) the amount paid by the Visitor for the Admission Ticket, or (2) the price set by the Organisation for those tickets. If the aforesaid has been contravened, the Organisation shall be entitled to declare the Admission Ticket invalid without the Organisation being obliged to refund any amount paid.
- 4.2. The Organisation may attach further conditions to an authorised resale. These conditions may, for example, consist of a mandatory procedure to be completed to effect the transfer. The Organisation may charge reasonable costs for this.
- 4.3. In the event of breach of this article the Organisation will be entitled to refuse access to the Event to the buyer of the Admission Ticket and to recover all ensuing damage from the Visitor.

#### **5. access to the Event**

- 5.1. Only an original, valid, unused and undamaged Admission Ticket will give access to the Event.
- 5.2. The Organisation may decide to provide the Visitor with an item (such as a wrist band), as a result of which it will be transparent if and to what the Visitor concerned has access, hereinafter referred to as the "**ID-means**". The Visitor expressly declares to provide his/her cooperation to this. The Visitor must at all times during the Event and on the Site carry the ID-means in the manner stated and is not permitted to break any seal. In the event of breaking and/or loss of this seal, the ID-means will lose its validity and the Visitor may be removed from the Site and denied further access.
- 5.3. During the visit to the Site the Visitor will strictly follow instructions from the Organisation's employees present there, as well as members of third parties engaged (such as security guards) and members of the police, fire service, municipal health service or other competent authorities.
- 5.4. The Visitor may upon or before the entering of the Site, on the Site and also during the Event be body searched and items (such as bags or a tent) brought by him/her may be searched. The

Visitor can also be asked to show certain statements concerning (1a) his or her health, (1b) whether or not he or she is infected with certain diseases and (1c) any vaccinations which may have been received and/or asked to cooperate with (2a) a test to assess the current health condition and/or (2b) assess any infections, all in so far as the Organisation has a reasonable interest in such and within the limits of what is permitted by law. The Visitor expressly agrees to this and will always and immediately cooperate. The Organisation shall determine the manner in which such searching shall reasonably take place, for example by security guards, detection gates, breathalysers and/or in another manner. If the Visitor were to refuse cooperation the Visitor will be denied access to the Site.

- 5.5. To acquire access to the Event and/or the Site the Visitor must be in the possession of a valid proof of identity (passport, identity card or driving licence), which must be shown on request.
- 5.6. The minimum age for access to the Event is 17 years, unless stated otherwise.
- 5.7. Access to the Event is possible from the opening time until the closing time. Both times are set out on the Admission Ticket and/or the Event's website. The closing time is not necessarily also the end time of the Event.
- 5.8. The Organisation may decide to close certain parts of the Site (such as certain or several stages or certain dining venues) for certain periods of time or to keep open only to certain Visitors. In that case, Visitors are not allowed to enter those parts of the Site.
- 5.9. Partly due to security concerns, it is not possible to temporarily leave the Site after arrival, except for if the Organisation were to expressly agree thereto. The Organisation may attach conditions to such agreement.
- 5.10. The Visitor shall only be permitted to carry the following items at the time of entering the Site, unless stated otherwise in the internal rules of the Event concerned or unless more items are permitted with regard to certain parts of the Site:

<b>allowed (for personal use)</b>
clothing, shoes, poncho, (sun) glasses, lenses, cap;
mobile phone and power bank;
keys, wallet;
sun screen in tube of up to 100 ml.;
medicines (including nasal spray and products related to hay fever), hereinafter referred to as " <b>Medicines</b> ";
lip balm;
backpack;
small (< 25 cm) and empty water pistol;
hearing protection (earplugs);
cigarettes and lighter;
poncho;

Items other than those referred to above are not permitted, hereinafter "**Non-permitted items**". Without attempting to present an exhaustive list of Non-permitted items, the following is a list of some items that are not permitted:

<b>examples of Non-permitted items</b>
food and drink (except chewing gum for personal use);
glassware, sharp objects, umbrellas, firearms, laser pens;
narcotics and any substances that can affect one's mood (drugs: including nitrous oxide or 'laughing gas');
pets;
liquids such as (spray cans with) deodorant, lighter gas and perfume;
clothing with discriminatory (such as nationalistic and/or racist), offensive and/or threatening signs or expressions and also clothing with signs or club expressions (such as football shirts);
professional photo, film and other recording equipment and selfie sticks;

A Visitor who carries one or more Non-permitted items with him/her during the access control will be refused access to the Event, without any right to a refund.

If a Visitor has already entered the Site and one or more Non-permitted items are found on a Visitor, the Organisation may remove that Visitor from the Site (without any right to a refund) and also deny access to future Events. In addition, the Organisation may also take possession of prohibited items by law or statutory regulation, with the aim of handing them over to the police.

5.11. It is only permitted to bring medicines to the Event if:

- the Medicines are still in the original and sealed packaging; and
- are provided with the original patient information leaflet; and
- it can be demonstrated why these medicines must be taken.

If the aforesaid conditions are not fulfilled - or the Organisation has reasons to doubt the substances/medicines - the Organisation will be entitled to refuse the Visitor access to the Event without any right to compensation. If the Visitor wishes to obtain access, he shall be obliged to hand over the medicines to the Organisation, without the Organisation being obliged to compensation of the (value of these) medicines, and to deposit the medicines in the container intended for this purpose.

## 6. Coins

- 6.1. During Events and on the Site payments can only be made with Coins bought from the Organisation, unless otherwise stated by the Organisation. Coins are and remain the property of the Organisation.
- 6.2. Coins can be bought prior to the Event as well as on the Site.
- 6.3. Every version of every Event has its own Coins which are only valid during that version of the Event. Bought Coins cannot be returned and are not exchangeable for money.
- 6.4. The Visitor is prohibited from selling (on) Coins.

## 7. obligations of the Visitor

- 7.1. There are toilet facilities present on the Site. These are accessible free of charge, unless stated otherwise. The Visitor is obliged to use these facilities. Defecating or urinating in places other than the toilet facilities is strictly prohibited.
- 7.2. Smoking is prohibited in all indoor/covered locations on the Site.
- 7.3. Throwing drinks or objects is prohibited.
- 7.4. Besides entry to the Event, Visitors can buy or receive *extra's*, such as free drinks or food or entry to parts of the Terrain that are prohibited to other Visitors. Visitors are prohibited to give items that provide them access to those *extra's* (such as a wrist band), and/or those *extra's*, to others.
- 7.5. Taking away or damaging property belonging to the Organisation or third parties is prohibited. Taking away or damaging property belonging to the Organisation is considered to be theft or destruction. This will be reported to the police.
- 7.6. The Visitor is prohibited from behaving in such a manner that the order of the Event or its surroundings is disrupted or to cause inconvenience there (e.g. by committing criminal offences).
- 7.7. Selling goods on or around the Site prior to, during and after the Event is prohibited without the express permission in writing from the Organisation. Advertising in the broadest sense of the word is prohibited on or around or in the vicinity of the Site prior to, during and after the Event, without the express written permission from the Organisation. This prohibition concerns *inter alia* advertising of other events or matters. Every form of advertising (such as by distributing flyers or stickers, hanging up posters or approaching Visitors) is prohibited. A financial penalty of at least € 1,000 will be imposed on the Visitor who acts contrary to this article or has given instructions for this purpose, without prejudice to the right of the Organisation to claim compensation of the actually suffered damage.
- 7.8. Visitors under the age of 18 years are prohibited from buying, carrying, drinking and/or trying to acquire the possession of alcoholic drinks.
- 7.9. The Visitor, regardless of his or her age, is not allowed to provide alcoholic beverages (against payment or free of charge) to a person who has not yet reached the age of 18.
- 7.10. The Organisation has the right to remove Visitors who act contrary to one or more provisions of this article from the Site without the Organisation being obliged to refund the admission fee and the Organisation shall be entitled to refuse the Visitor access to future Events. Moreover, the Visitor shall be obliged to compensate the Organisation in full for any fines imposed on the Organisation in connection with his or her actions.

## **8. Camping Site and Accommodation**

### *Camping Site*

- 8.1. The agreement between the Organisation and the Visitor for the use of a spot on the Camping Site is concluded in accordance with article 3 of these general terms and conditions, in those cases where the Visitor has also purchased and paid for a specific Admission Ticket for the Camping Site.
- 8.2. Access to the Camping Site is restricted to a Visitor who has purchased an Admission Ticket, which also gives him/her access to that part of the Site.
- 8.3. Upon first entry of the Visitor to the Camping Site, a part of the Site is assigned to him/her where he/she can pitch his/her tent. This allocation shall, unless otherwise decided by the Organisation, take place in order of arrival. Therefore, if a Visitor wishes to set up his tent next to or near specific other Visitors, he must arrive at the same time as the other Visitor(s).
- 8.4. After having been assigned a place on the Camping Site, it is not possible to change location.
- 8.5. It is not allowed to stay with more persons in a tent than specified by the manufacturer of the tent, provided that never more than 8 persons may stay in one tent.
- 8.6. For (1) access to the Camping Site, (2) access from other parts of the Site to the Camping Site and (3) access from the Camping Site to other parts of the Site, access control will always take place in a manner similar to that described for access to the Event, as set out in these general terms and conditions.
- 8.7. To the extent that Visitors visiting the Camping Site may carry more items than described in these general terms and conditions, the Organisation will make this known. However, in that case these items to be specified shall only be allowed on the Camping Site and not on other parts of the Site.
- 8.8. The Visitor is required to observe the Camping Site's internal rules and regulations. The internal rules can be consulted on the website of the Event concerned and are placed for perusal at the entrance to the Event. The Visitor hereby expressly declares to agree to the internal rules and also declares that he/she will behave in conformity with these internal rules.
- 8.9. The Organisation is not liable for theft, destruction, loss or damage to the property of the Visitor. This is one of the reasons why the Organisation gives urgent advice not to carry any valuable items with you and/or to leave them on the Camping Site.
- 8.10. If the Event ends, if the agreed period of use has expired or if the Visitor is denied access to the Site or parts thereof, the right to use a place on the Camping Site shall also end without the Organisation being liable to pay any compensation.
- 8.11. The Visitor is not permitted to allow third parties to use the Camping Site against payment and/or to offer goods or services for sale from the Camping Site.
- 8.12. In case of early departure on the initiative of the Visitor, there shall be no right to a refund.

### *Accommodation*

- 8.13. The agreement between the Organisation and the Visitor for the use of Accommodation is concluded in accordance with article 3 of these general terms and conditions, in those cases where the Visitor has also purchased and paid for a specific Admission Ticket for Accommodation.
- 8.14. A Visitor who has booked Accommodation (including any fellow users of said Accommodation) must also have a valid Admission Ticket (weekend ticket, including access to the Camping Site) for the Event and a valid identity card in order to enter/use the Accommodation. Upon arrival at the Camping Site of the Event, visitors will receive access to the Accommodation designated by the Organisation upon submission of the Admission Ticket for the Accommodation.
- 8.15. The Organisation determines the location of the Accommodation on the Site.
- 8.16. If the Visitor wishes to cancel the Accommodation for any reason whatsoever, a request to that effect must be made in writing to the Organisation. If a written cancellation has been received:
  - a) at a time that is more than 3 months before the Event takes place, the Visitor is entitled to a full refund of the costs charged for the Accommodation (excluding other costs);
  - b) at a time that is more than 1 month before but less than 3 months before the Event takes place, the Visitor is entitled to a refund of 50% of the costs charged for the Accommodation (excluding other costs);
  - c) at a time that is less than 1 months before the Event takes place, the Visitor is not entitled to any refund of the costs charged;Only the costs paid directly for the Accommodation will be refunded. Other amounts paid, such as for other Admission Tickets (such as weekend tickets, including Camping Site access) or handling or administration fees, will not be refunded.

- 8.17. The Visitor is not permitted to admit more persons to the Accommodation than the maximum number prescribed by the Organisation.
- 8.18. The Visitor is responsible for the Accommodation, shall keep the Accommodation in the state in which it is made available to him/her and shall be liable for any damage to or loss of the Accommodation. Smoking and fire are not permitted in the Accommodation.
- 8.19. The Visitor will use and treat the Accommodation rented/used by him/her in accordance with its intended purpose and shall generally take care of it, as befits a good and careful tenant/user. The Visitor is obliged to notify the Organisation forthwith of any defect or loss of the Accommodation.
- 8.20. The Organisation is permitted to inspect the Accommodation, also during the Event and Visitors will fully cooperate in this respect.
- 8.21. The Organisation shall not be liable for loss or theft of the Accommodation or damage to the Accommodation, nor for items that the Visitor has left behind in the Accommodation, even if third parties (thus not the Organisation and/or the Visitor) were liable for that possible loss, theft or damage. This is one of the reasons why the Organisation gives urgent advice not to leave any valuable items unattended in the Accommodation.
- 8.22. If the Event ends, if the agreed period of use has expired or if the Visitor is denied access to the Site or parts thereof, the right to use the Accommodation shall also end without the Organisation being liable to pay any compensation.
- 8.23. The Visitor is not permitted to allow third parties to use the Accommodation against payment and/or to offer goods or services for sale from the Accommodation.
- 8.24. In case of early departure on the initiative of the Visitor, there shall be no right to a refund.

## **9. media and media equipment**

- 9.1. Photo and film recordings can be made during the Event on the instructions of (or with accreditation from) the Organisation. The Visitor expressly agrees to image and/or sound recordings being made of the visitors (and therefore also possibly of the Visitor) of the Event, on and around the Site, and that these will be disseminated or utilised through all possible forms of media.
- 9.2. The Visitor is permitted to bring photographic equipment intended for consumer use to the Site during the Event and to make use of this equipment. Photographic equipment intended for consumer use is taken to mean: digital compact cameras (with normal and fixed lenses), telephones with photo cameras and disposable cameras. It is not permitted to bring professional photographic equipment or accessories (such as a (telescopic) tripod; including, for example, a GoPro Telescoping Pole). Bringing film cameras is also prohibited. Whether or not equipment is regarded as prohibited as referred to in this article will be exclusively at the assessment of the Organisation. If you are uncertain whether or not the photographic equipment that you wish to bring is permitted, please contact the Organisation by email prior to the Event. In the event that a Visitor makes use of the prohibited equipment on the Site, the Organisation shall be entitled to take one or more of the following measures (at the discretion of the Organisation):
  - a) remove the Visitor who has acted contrary to this provision from the Site without the Organisation being obliged to refund entry fees; and/or
  - b) to temporarily take the equipment into safekeeping against payment until: the Event has ended or a time to be specified if the Organisation has reasonable grounds for doing so; and/or
  - c) temporarily take the equipment into safekeeping until it has been demonstrated by the Visitor that all recordings and possible copies thereof have been deleted.
- 9.3. Professional (press) photographers and/or persons who wish to take photographs or make film recordings of an Event for commercial reasons must be in possession of a valid accreditation from the Organisation.
- 9.4. Any reprinting and/or copying of the programme (booklet), posters, other printed matter and/or digital expressions of the Organisation or the Event is prohibited without the explicit prior written consent from the Organisation.
- 9.5. The Organisation shall be authorised to inspect whether any action has been taken in violation of the aforementioned articles and shall also have the authority to seize and/or destroy any recordings.

## **10. force majeure**

- 10.1. In the event of force majeure the Organisation will have the right to cancel the Event, wholly or in part, or to postpone the Event to another date.

- 10.2. The concept 'force majeure' as referred to in this article also includes all unforeseen circumstances arisen through no fault or actions on the part of the Organisation such as; cancellation by artist(s), fire, government measures, strike action, bad weather conditions, etc.
- 10.3. If the Event is cancelled in full as a result of or in relation to force majeure before the Event has commenced, the refund arrangement as laid down in these general terms and conditions shall apply.

## **11. liability**

- 11.1. The Visitor is a consumer: The liability of the Organisation is limited to compensation of direct damage, whereby the amount to be paid to the Visitor will never amount to more than the amount that the Organisation's insurer pays in the case concerned. The Organisation will never be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption.
- 11.2. The Visitor is a natural person or legal entity who acts in the exercise of a profession or company: the Organisation is exclusively liable for damage suffered by the Visitor, if and insofar as this damage is the direct result of intention or wilful recklessness on the part of the management the Organisation. In that event the liability will be limited to compensation of direct damage to a maximum of the amount that the Organisation's insurer pays in the case concerned.
- 11.3. Entering the Site and visiting the Event takes place entirely at one's own risk. Safes are available on the Site for storage of valuables - whether or not for payment - unless stated otherwise. The use of a safe is entirely at one's own risk. The Organisation is not liable for damage or theft of the Visitor's possessions.
- 11.4. The use of the Organisation's transport services by the Visitor, including but not limited to shuttle buses used by the Organisation or at the request of the Organisation, shall also be entirely at the risk of the Visitor.
- 11.5. The Visitor declares to be aware that loud music will be played during the Event. The Visitor is personally responsible for taking hearing protective measures as required. The Organisation advises the Visitor to give his/her hearing a rest from time to time during the Event by going to a space or place where less loud music is played and to at all times wear hearing protection.
- 11.6. Amendments of, or derogations from, the programme which take place after the purchase of the Admission Ticket do not give any right to revocation of the purchase (for example by means of termination or annulment) and therefore also not to (partial) refund of the purchase amount.
- 11.7. The Organisation is not responsible for the manner in which artists/acts perform their contribution to the Event.

## **12. termination**

- 12.1. The Organisation always has the right to terminate the agreement with the Visitor wholly or in part on reasonable grounds. Termination means in that case that the order of Admission Tickets is cancelled. Tickets already purchased shall no longer be valid from that time. In the event of cancellation of an order, the refund arrangement as laid down in these general terms and conditions shall apply.

## **13. violation of these general terms and conditions, internal rules or other rules**

- 13.1. If the Visitor acts contrary to the agreement (including these general terms and conditions), internal rules or other rules, the Visitor may, inter alia, be removed from the Site, without the Organisation being obliged to refund the admission fee, and denied further access. Such denial of access may also apply to future events of the Organisation. In addition, the Visitor will be liable for all damage ensuing from his/her actions. The Visitor is obliged to pay an amount of at least € 150,00 to the Organisation, even if the actual damage that is suffered by the Organisation were less.

## **14. personal data and privacy**

- 14.1. The Organisation processes personal data of Visitors and of Visitors to its websites in accordance with the law.

## **15. registration Event by or on behalf of the Organisation**

- 15.1. The Organisation is permitted to take pictures and make sound recordings of the Event, the Visitor and other visitors. By visiting the Event, the Visitor expressly agrees to this. The Organisation shall be entitled to exploit and/or reproduce and/or publish or cause to publish

these images and/or sound recordings in whatever form and in whatever manner, in the broadest sense of the word. By entering into the agreement and/or accessing the Event, the Visitor grants unconditional permission to make the said recordings, including processing, publication and exploitation thereof, without the Organisation being liable to pay any fee to the Visitor.

- 15.2. Insofar as the Visitor has any rights (including neighbouring and/or copyright and/or portrait rights) in respect of the aforementioned recordings, the Visitors hereby transfer these rights in advance and without any restriction to the Organisation and the Visitor hereby irrevocably waives his/her personality rights, or at least the Visitor will not invoke them. In the event that this transfer is not legally valid in advance, the Visitor will be obliged, upon first request of the Organisation, to grant the necessary written permission and/or to sign a transfer deed in which the said rights will still be transferred to the Organisation and/or to an affiliated company.

## 16. Performance of agreement and terms and conditions and compensation in the event of cancellation (refund)

- 16.1. If an Event does not go ahead and/or an Event is cancelled (for example as a result of force majeure as set out in these terms and conditions), the following applies with regard to the claim for repayment, hereinafter called "**Refund**":
- 16.2. Because of the current, uncertain circumstances the Organisation has not yet been able to take out insurance for costs to be made in relation to the Event and/or to obtain clarity on the applicability of any guarantee fund. The Organisation does intend to take out insurance, on reasonable terms and for reasonable costs. These general terms and conditions are thus not intended to reduce the Refund in so far as the Organisation is entitled to a pay-out from an insurance company. This circumstance shall hereinafter also be expressed in the calculation of the Refund amount, more specifically in the C factor.
- 16.3. If and as soon as a Visitor acquires an Admission Ticket for an Event, the agreement concluded with the Organisation encompasses that:
- a) the Organisation will make preparations so that the Event can actually go ahead, in which respect costs will have to be made by the Organisation itself; the Organisation will not be able to avoid making agreements with third parties relating to the Event, which third parties also charge costs to the Organisation for the work carried out by them and the goods delivered by them in the preparations for the Event; and
  - b) the Visitor will have Admission to the Event.
  - c) as the agreement entails that (a) the Organisation will organise the Event and in addition (b) the Visitor will have access to that Event, there will almost never be a full refund to the Visitor of the price of the Admission Ticket, because the Organisation will have already (partly) performed the obligation to which it is subject under the agreement, being the obligation to organise the Event, or to make preparations for the Event.
  - d) the Visitor is entitled as a maximum to a partial refund which shall be calculated as follows:

A = all funds actually received for Admission Tickets added together;

B = all costs made by the Organisation (for example internal, external, direct and indirect costs) added together;

C = all proceeds of the Organisation, inter alia from (non-withdrawn) sponsoring and pay-out from any insurance and/or Guarantee Fund in relation to the costs which have been made;

The Refund to a Visitor shall then be calculated as follows:  $A - B + C = D$

$(D / A) * 100 = E$

E is the percentage of the purchase price of the Visitor's Admission Ticket which shall be refunded (the Refund).

- e) In the event the costs (B) are higher than the received amounts (A+C), and the result of the aforementioned sum (D) is negative, there shall be no Refund to the Visitor.
- f) Any Refund shall be paid pro rata to total prices of Admission Tickets. No specific distinction shall be made between various Admission Tickets sold (such as access to an



- Event, parking place and/or Accommodation) and the question whether more or fewer costs have been made for those specific Admission Tickets.
- g) Any Refund shall only be paid after the Visitor has presented an original, valid and undamaged Admission Ticket to the Organisation.
  - h) The Organisation shall determine the total of the costs (B) and the amounts received (A and C) and on the basis thereof shall calculate what amount shall be refunded to the Visitor. If the Visitor cannot agree to this, he or she must notify the Organisation thereof within 10 days after the arrangement has been announced. In the event of failure to so notify the Organisation, the possibility to dispute that calculation shall lapse. In view of the confidentiality which the Organisation must observe, including with regard to the third parties engaged by it, which confidentiality the Visitor acknowledges, the Organisation cannot fully disclose the information on which its calculation is based to the Visitor. If the Visitor doubts the accuracy of the amount calculated by the Organisation which is to be refunded, and the Visitor has notified the Organisation thereof in time, the Organisation shall appoint an accountant in the Netherlands who shall make a statement with regard to the accuracy of the calculations which have been made. This statement shall be provided to the Visitor and shall serve as sufficient substantiation of the accuracy of the calculation which has been made.
- 16.4. The aforementioned refund arrangement does not cover:
- a. purchased goods (like merchandise); and
  - b. Coins and rented lockers;
- in the event of cancellation of the Event these amounts shall be refunded in full on the Visitor's request. Amounts paid by the Visitor in this context are not included in the above-mentioned 'A factor'.
- 16.5. The Visitor cannot claim any compensation (of damage) with regard to the Organisation. The aforementioned Refund is the only compensation which shall be paid.
- 16.6. A Visitor can only claim a Refund from the Organisation if the Admission Ticket was purchased directly from the Organisation. In addition, any Refund shall never be more than the amount paid by the Visitor. There is no entitlement to a Refund for Admission Tickets which were not purchased by the Visitors, such as Admission Tickets which were given away to Visitors or which were won by Visitors.
- 16.7. In deviation from the foregoing the Organisation is entitled (but not obliged), fully at its own discretion, in deviation from these terms and conditions or in addition to these terms and conditions, to offer the Visitor the opportunity to make use of a different kind of arrangement which is socially acceptable or whereby when establishing the arrangement attention was paid to the interests of both the Visitor and the Organisation (like [bewaarteticket.nl](http://bewaarteticket.nl)).
- 16.8. The Visitor realises that the Organisation needs time to determine the actual costs and proceeds and that, if applicable, insurance companies will need time to determine the costs and proceeds, before any Refund can be calculated. The Visitor shall give the Organisation reasonable time to do such.
- 16.9. The Visitor and the Organisation acknowledge that organising an Event without this clause would be impossible. The Organisation cannot bear all costs (of the preparation), if due to a cancellation and full refund of Admission Tickets it were to receive no payment at all. If this clause were not agreed, the Organisation would not organise the Event. In order to prevent this, the Visitor explicitly states that this clause provides a reasonable solution for the relevant situation, that this solution is beneficial for the legitimate interests of all parties and that the Visitor explicitly agrees to this condition and method for calculating the Refund.

## **17. concluding provisions**

- 17.1. Dutch law applies exclusively to these general terms and conditions.
- 17.2. These general terms and conditions are drawn up in Dutch and translated into English. In the event of any inconsistency between the Dutch version and the English translation, the Dutch version will be exclusively binding.
- 17.3. The Breda District Court has exclusive jurisdiction to hear and determine disputes that are directly or indirectly related to any agreement or legal act to which these general terms and conditions apply.
- 17.4. Insofar as the courts designated in these terms and conditions, in the event of an agreement with a Visitor who is a consumer, has no territorial jurisdiction, the Visitor will be entitled within

one month from the Organisation relying in writing on this article to choose adjudication of the dispute by the court with territorial jurisdiction in accordance with the law.  
17.5. For disputes with the Organisation, the Visitor may also go to the Online Dispute Resolution Platform of the European Commission <http://ec.europa.eu/consumers/odr/>.

**Contact:** If you have any further questions concerning these general terms and conditions, please contact [klantenservice@karnavalfestival.nl](mailto:klantenservice@karnavalfestival.nl).

Version 1.0, 10 February 2021