

GENERAL CONDITIONS FOR ADMISSION TICKETS FESTIVALS LIMBURG B.V.

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Article 1 - Applicability and definitions

1.1. These General Conditions for Admission Tickets ("the General Conditions") apply to every legal relationship between Festivals Limburg B.V. ("FL") and the one who orders/purchases an admission ticket for an event organised by FL through FL, whether or not from an official (advance) sales organisation that FL has engaged for the relevant event ("the customer") and the visitor of such an event ("the visitor").

1.2. "Event" is understood to mean musical performances, concerts, festivals and/or other manifestations in the broadest sense of the word.

1.3. "Location" means the actual site of the event as well as all the grounds, spaces, fields, etc. surrounding it which form part of the complex within which the event takes place.

1.4. The applicability of any general terms and conditions of the client or the visitor is expressly rejected.

Article 2 - Admission Tickets

2.1. An admission ticket can consist of a document provided by or on behalf of FL or a unique barcode or QR code provided by or on behalf of FL.

2.2. The admission ticket is issued once and gives in principle access to one person. If there is a group ticket, the admission ticket provides access to the number of people specified on the group ticket.

2.3. The admission ticket is and remains FL's property. The admission ticket entitles the holder to attend the event. Only the holder of the admission ticket who is the first to show the admission ticket at the start of the event is granted access. FL may assume that the holder of this admission ticket is also the person entitled to it (the customer). FL is not obliged to carry out any further verification of valid admission tickets. The customer must ensure that they become and remain the holder of the admission ticket issued by FL or by an advance sales organisation engaged by FL.

2.4. As of the time that the admission ticket has been given to the customer, the customer bears the risk of loss, theft, damage or misuse of the admission ticket.

2.5. Only purchases from the authorised advance sales organisations engaged by FL or from FL guarantee the validity of the admission ticket. The burden of proof in this regard lies with the customer.

2.6. The admission ticket that consists of a bar- or QR-code is supplied to the customer via electronic communication (email or app). If the customer has chosen to receive the admission ticket in this way, the customer must ensure that this admission ticket can be supplied through secure electronic communication. FL can neither guarantee the confidentiality of the supplied admission ticket nor the receipt of the admission ticket.

2.7. FL reserves the right to set a maximum on the number of admission tickets that can be ordered. The customer is then obliged to keep to the maximum fixed by FL. FL reserves the right to cancel the number of tickets ordered that exceeds the maximum set by FL.

2.8. Admission tickets cannot be returned. The provisions of Article 6:230p sub e of the Dutch Civil Code apply to admission tickets. If this option is available, then a ticket may be offered for resale through a ticket exchange platform designated by FL.

Article 3 - Prohibition against Resale, etc.

3.1. The customer is obliged to keep the admission ticket for an event for themselves and therefore not to resell it in any way to third parties, to offer it for sale or to give it to third parties for commercial purposes. Exempt from this prohibition is the sale of admission tickets through a ticket exchange platform designated by FL.

3.2. The customer is obliged vis-à-vis FL not to advertise or make any (other) form of publicity in any way connected with the event and every part of it.

3.3. The customer who makes their admission ticket available to third parties for free and not for commercial purposes is obliged to impose the obligations imposed on the customer as described in the General Conditions on the person to whom the customer makes the admission ticket available. The customer guarantees to FL that this/these person(s) will comply with these obligations. FL can decide to sell admission tickets to an event by name (i.e. personalized). In that case the admission ticket is non-transferable and - in deviation from the above - only the person in whose name the ticket has been given has access. FL is entitled (but not obliged) to check the identity of the holder of the admission ticket to determine whether it corresponds to the name on the admission ticket, and if it does not correspond, to refuse the holder of the admission ticket access to the event.

3.4. If the customer does not comply with their obligations as described in the preceding paragraphs of this article and/or cannot guarantee them, the customer will owe FL an immediately payable fine of € 10,000 per violation and € 5,000 for each day that the violation has continued and continues, without prejudice to FL's right to demand compliance from the customer and/or compensation for the damage suffered or to be suffered.

Article 4 - The Visitor

4.1. The visitor is obliged, if so requested, to cooperate with a body search when visiting the event. If the visitor refuses to be searched, entry to the event may be refused.

4.2. The visitor must be in possession of a valid and undamaged admission ticket both before and during the event and for as long as the visitor is at the location where the event is held. The visitor is obliged to present the admission ticket at the request of the operator of the place where the event is held, the security personnel and other authorized persons.

4.3. The visitor is obliged, upon first request, to identify himself by means of a valid identification document in order to enable FL, among other things, to comply with its legal obligations in connection with events, including but not limited to the obligation not to provide alcohol to persons below legal drinking age.

4.4. It is prohibited to bring bags and backpacks to the venue. In principle, this does not include bags larger than A4 size. FL is entitled to lay down further rules per event. Bags and backpacks that do not comply with the rules laid down by FL will not be taken into custody. The camping grounds at events are excluded from the above.

4.5. It is forbidden to bring photographic, film and other recording equipment to the place where the event is taking place. If FL takes custody of such equipment for the duration of the event, FL accepts no liability whatsoever in this regard.

4.6. It is forbidden to bring glass, plastic bottles, cans, fireworks, weapons or firearms and/or dangerous objects and/or alcoholic drinks to the site where the event is being held. If FL takes custody of such objects for the duration of the event, it accepts no liability whatsoever in this regard. Legally prohibited objects will be confiscated and not returned. For more information on what may and may not be brought to the event, please see our house rules.

4.7. Registration of the event in any form whatsoever, including photographing, filming and making (other) sound and/or visual recordings, is prohibited, as well as printing and/or copying from the programme (booklet), posters and other printed matter. All such recordings will be confiscated and destroyed without fail.

4.8. If the visitor leaves the place where the event is held after entering it, the admission ticket will lose its validity.

4.9. The visitor is obliged to abide by the regulations (including house rules) and/or instructions of FL, the operators of the location, the security personnel, the fire department and other authorised persons. If a smoking ban is in force on the site, this ban applies to all smoking materials (including electronic).

4.10. FL advises visitors to attend events independently (i.e. unaccompanied by an adult) to be at least 16 years of age. FL advises younger visitors to be accompanied by an adult. FL reserves the right to apply a mandatory minimum age for specific events. This will be clearly communicated in advance.

Article 5 - FL's Rights

5.1. Should the customer or visitor violate one or more of the provisions contained in these General Terms and Conditions, FL is entitled to invalidate the admission ticket or deny the visitor further access to the event without the visitor having any right to reimbursement of the amount that the customer has paid FL, whether or not via an advance sales organisation, for the admission ticket (including service charges). The holder of an invalidated admission ticket has no right to a refund or compensation in any other way.

5.2. FL retains the right to deny the visitor (further) access to the event or to remove him/her from the site if FL considers this reasonably necessary for the maintenance of peace and order during the event.

5.3. If it can be assumed that the admission ticket has been forged, FL is entitled to refuse the holder of the ticket further access to the event, without the customer or the visitor being able to claim any loss that has been incurred as a result.

5.4. The artist and FL are entitled to make visual and/or sound recordings of the event and to use these images for promotional purposes for themselves or for their partners or sponsors. Persons who appear in the recordings cannot claim any right to compensation.

5.5. FL is permitted to take additional (safety) measures for each event. FL will announce the introduction of such measures in good time and communicate them to the customer - for example by sending a mailing and/or placing a notice on the website of the location, and the visitor - for example at the location. It is ultimately the responsibility of the customer and the visitor to be aware of such additional measures.

Article 6 – Cancellation and rescheduling

6.1. FL has the right to reschedule the event to a later date or to cancel it, for example in case of force majeure, which includes illness and/or cancellation of the artist(s), strikes, fire, bad weather conditions and epidemics.

6.2. If FL - for example as a result of or in relation to force majeure - cancels the event before it has started, FL shall be obliged only to refund to the customer the price mentioned on the admission ticket, or in the absence of such a refund the price (in principle excluding service charges) that the customer has paid through the sales organisation mentioned in article 1.1. If an event must be cancelled after it has, FL shall only be obliged to refund a part of the price mentioned on the admission ticket, or in the absence of such a part, the price (excluding service charges) that the customer has paid through the sales organisation mentioned in article 1.1. The customer will receive by electronic communication (email or app) from the (pre)sales organisation or FL about a refund of the ticket price. This email will mention the procedure and the response time. The aim is to send this message within 12 weeks after cancellation of the event. Only the customer will be notified and is entitled to a refund. In the event of resale outside the official (pre)sales organisation or a FL designated ticket exchange platform, the customer will have to contact the original ticket buyer himself. The advance sales organisation shall decide on the refund of service charges in such cases. Other damages (including travel and accommodation costs) shall not be reimbursed. Nor can the customer claim (replacement) admission to another event. FL is not liable for any (other) loss suffered by a visitor as a result of the cancellation of the event.

6.3. If FL, for example as a result of or in relation to force majeure, reschedules the event, the admission ticket remains valid for the new date on which the event will take place. If the customer cannot or does not want to attend the event on the new date, the customer is entitled to return the admission ticket to FL or the sales organisation in exchange for a refund of the price mentioned on the admission ticket, or in the absence of such a price, the price (in principle excluding service charges) that the customer has paid through the sales organisation mentioned in article 1.1. The customer will receive an email from the (pre)sales organisation or FL about the refund possibilities of the ticket price. This email will mention the procedure and the response time. The customer must indicate within the specified response period that he wants a refund of the purchase price. If a customer fails to do so, the admission ticket will remain valid for the replacement date and the right to a refund will expire. The right to a refund expires in any case on the day of the replacement event. Only the customer will be notified and is entitled to a refund. In the event of resale outside the official sales organisation or a FL designated ticket exchange platform, the customer will have to contact the original ticket buyer himself. within four weeks after the (old) date as stated on the admission ticket. The advance sales organisation will decide on the refund of service costs in such a case. Other damage (including travel and accommodation expenses) shall not be reimbursed. Nor can the customer claim (replacement) admission to another event. FL is not liable for any loss suffered by a visitor as a result of the postponement of the event.

Article 7 - FL's Liability

7.1. FL is liable for direct damage suffered by the customer and the visitor that is the direct and exclusive result of a shortcoming that can be attributed to FL. Only those damages for which FL is insured and which are compensated by the insurer shall be eligible for compensation. Not eligible for compensation are, in any case: a) consequential damages; b) intangible damages; c) damages caused by intentional or conscious recklessness of FL's auxiliary persons.

7.2. Access to the location and attendance at the event takes place at the risk of the visitor in the sense that FL accepts no liability whatsoever for damage resulting from such access or attendance, such as hearing, sight and other physical impairments. FL maintains an average noise level of 103 dB (A) as a maximum.

7.3. FL shall endeavour to ensure that the programme is performed as far as possible in accordance with the announced time schedule. However, it is not liable for any deviations therefrom and for any resulting damage to the customer and visitor. Starting times as stated on admission tickets are subject to change. The customer and visitor are obliged to regularly check (via the website or other FL communication channels) whether the starting time has changed.

7.4. Furthermore, FL is not liable for the content and the manner in which the programme of the event is carried out, including specifically the length of the programme. Nor is FL liable for changes to the programme of the event.

7.5. FL is also not liable for any loss incurred by the customer or visitor as a result of the loss of or damage to the admission ticket.

7.6 At the time of the event, it is possible that additional conditions or (health) measures may apply in connection with Covid-19 or other infectious diseases. FL will organise the event in accordance with the requirements of the applicable laws and regulations and will do everything in its power to ensure that the event takes place as safely as possible. This does not alter the fact that there is always a risk of infection with Covid-19 or any other infectious disease. FL is not liable for any damage suffered by the visitor as a result of such a contamination.

Article 8 – Data protection

8.1. FL processes personal data of the customer, visitors and users of its websites in accordance with its privacy statement. The aforementioned privacy statement is available at <https://www.pinkpop.nl/privacy/>.

Article 9 - Final Provisions

9.1. FL is entitled to change these General Conditions unilaterally. In that case, FL will inform the customer and visitor of the changes in a timely manner. If the customer is a natural person who does not act in the exercise of a profession or business, and the amendment results in a performance to the customer that differs substantially from the original performance, this customer has the right to terminate the agreement as of the date that the amended general conditions come into effect.

9.2. Dutch law applies to these General Conditions and to every agreement that exists between FL and the customer or the visitor.

9.3. All disputes that may arise as a result of the agreement between FL and the customer or the visitor, or any agreement that may result from this agreement, will be exclusively settled by the court in Amsterdam, unless the customer or visitor is not acting in the exercise of a profession or business and, within one month after FL has invoked article 9.3 in writing, has made it known that it chooses the court with jurisdiction under the law to settle the dispute.

9.4 In case of differences in the interpretation of the Dutch and English text of these conditions, the Dutch text will prevail.

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