

## **VISITOR TERMS AND CONDITIONS LOVELAND EVENTS**

### **1. DEFINITIONS**

**Agreement** : any contractual relationship between Visitor and Organizer in connection with or the result of the attendance of an Event, purchase of one or more Ticket(s) or other products/services, as well as any other provision or statement that has been declared applicable to the legal relationship between the Visitor and Organizer.

**Terms & Conditions** : these terms and conditions for Visitors which govern and apply to any Agreement between a Visitor and the Organizer.

**Organizer** : one or more of the legal entities specified below and/or the legal entities affiliated with the Organizer, identified as such when entering into an Agreement, which are engaged, among other things, in the organization and production of Events and the provision of related services, all in the broadest sense of the term, including but not limited to:

- **Bassline B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81451962 (email: info@musicfestival.com or telephone: 020-6894714);
- **Loveland van Oranje B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81451830 (email: info@loveland.nl or telephone: 020- 6894714);
- **Loveland Events B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 34191255 (email: info@loveland.nl or telephone: 020- 6894714)
- **Loveland Productions B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81451903 (email: info@loveland.nl or telephone: 020- 6894714)
- **909 B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81453140 (email: info@909.nl or telephone: 020-6894714)
- **Loveland Festival B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81452594 (email: info@loveland.nl or telephone: 020- 6894714)
- **Loveland ADE B.V.** registered at the Chamber of Commerce in Amsterdam under registration number 81452047 (email: info@loveland.nl or telephone: 020- 6894714)

**Visitor** : any natural person not acting in a professional or business capacity and who enters, directly or indirectly, into an Agreement with the Organizer in connection with attending an Event and/or entering or staying on an Event Location and/or its surroundings, use of Website(s), purchase of products or services, including Tickets.

**Event** : a (cultural or musical) public or closed event, show, (musical) performance and/or other manifestation, for one or multiple days, where applicable

including accompanying camping grounds, organized and/or facilitated by or on behalf of Organizer at the Event Location.

- Event Location** : location(s) used for (parts of) the Event, where (part of) an Event takes place, including where relevant the camp- and/or parking site(s).
- House Rules** : the House Rules of Organizer which are attached to and as such form integral part of these Terms & Conditions, with which Visitors must comply when visiting Events.
- Ticket** : a legitimately obtained, valid proof of entry ((digital) document or unique (bar-, QR, or other) code) provided by or on behalf of the Organizer, purchased at Website(s), authorized (Pre)sales outlet(s) and/or authorized Service Platform(s), evidencing the Visitor's authority to be present at, travel to, or depart from the Event and/or Event Location.
- By-product** : products and/or services related to the Event, other than Ticket(s), legitimately obtained by Visitor from Organizer, such as but not limited to transportation or parking tickets, lockers, et cetera.
- Regenerated Tickets** : a Ticket offered for (returning) sale or purchase through Organizer by use of the services of a Service Platform, to which use terms and conditions of the Platform apply.
- (Pre)sales outlet** : a (pre)sales organization engaged by or on behalf of Organizer to sell Ticket(s), whether or not online;
- Service Platform(s)**: : expressly appointed and authorized provider(s) of services for the facilitating of (returning) sales to and/or purchase from Organizer of Regenerated Tickets, identified as such on Organizer's Website(s), such as Ticketswap;
- Website(s)** : Organizer's directly or indirectly held websites of Events that are registered in Organizer's name specifically affiliated therewith, where relevant also including apps as developed and/or exploited by or on behalf of Organizer, affiliated with and/or connected to the Website(s) and/or Social Media accounts.

## 2. GENERAL

2.1 These Terms & Conditions govern and apply to any Agreement entered into between the Organizer and Visitor , regardless of the manner in which such Agreement is concluded, as well as any attendance of the Event and/or Event Location).

2.2 The Organizer has the right to amend these Terms & Conditions in whole or in part at any time. Organizer will inform Visitors in a timely manner of the changes. In case of material changes or if the Visitor believes the amendment is contrary to reasonableness and fairness, Visitors have 10 (ten) working days after being informed to notify Organizer in writing (email suffices) that Visitor does not agree with the amendments, failing which Visitors are deemed to have agreed with the changes.

2.3 Organizer explicitly rejects the applicability of any general terms and conditions (under any name) of the Visitor

2.4 The Visitor is aware that in addition to these Terms & Conditions and the House Rules, other conditions may apply to the purchase of Tickets, products and/or services, staying at camping sites, or other accommodations designated by or on behalf of Organizer, including for example the general terms and conditions of the (Pre)sales outlet, Service Platform and/or of the (owner of) camp- or parking site, accommodations or Event Location.

2.5 The Organizer may use third party product or service providers in relation to parts of an Event, for which Visitors directly enter into an agreement with such third parties to which Organizer is not a contractual party, including:

- (a) Transportation providers, such as tour operators that provide transport to Event locations;
- (b) Product or service providers at Event locations, such as locker service providers or stand operators;
- (c) Third party payment providers, such as in relation to payment of Tickets;
- (d) Service Platform insofar as it concerns the use of facilities provided by the Service Platform to establish the (re)sale and/or purchase of a Regenerated Ticket; and
- (e) Accommodation providers, such as in relation to certain Events.

The Organizer is not liable for any loss or damages of visitors which are the direct result of the provision of services of such third parties.

2.6 The Agreement and these Terms & Conditions are exclusively governed by the laws of the Netherlands. Any and all disputes arising from the Agreement and/or these Terms & Conditions shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

### **3. ATTENDANCE AND TICKETS OF EVENTS**

3.1 To attend the Events or enter an Event Location, Visitors need to be in possession of a valid Ticket and must show this at the first request of employees of Organizer, of the Event Location, security staff, the police and/or other competent authorities. Tickets for Events may only be purchased and used by Visitors with a minimum age of 18 years. A valid Ticket provides one Visitor, one time access to the Event and the (partial) validity of the Ticket automatically ends upon exiting the Event Location. Re-entering the Event Location requires a new valid Ticket.

3.2 Visitors may be required to rent a bungalow or similar accommodation from a third party in order to purchase Tickets. These Tickets only become valid when payment for the accommodation to the accommodation provider is completed prior to the Event.

3.3 The Organizer has the right to deny Event access to Visitors (or remove or have removed Visitors from the Event Location) without Organizer being obliged to refund the price of the Ticket, or any service and/or administration fees charged, or any other costs incurred or damage suffered, in the following cases:

- (a) if Visitor cannot demonstrate that they have a minimum age of 18 years, unless Organizer has explicitly applied a different age limit to the relevant Event;
- (b) if Visitor does not comply with the House Rules (see Annex A or as provided at the Event Location), for instance in relation to alcohol and drug usage or possession, for which the burden of proof lies with the Visitor;
- (c) if Organizer deems it necessary to protect the safety, rights and reasonable interests of other Visitors, Organizer and/or third parties, for instance following complaints.

3.4 Attending an Event (including travelling to an Event using transport services to and from the Event, including if transportation is offered by the Organizer) is at the Visitor's own risk.

3.5 Tokens, chips or other payment methods used during an Event are valid for that Event only without any reimbursement during or after the Event, unless explicitly agreed by Organizer otherwise.

3.6 The Organizer is entitled to make image and/or sound recordings during Events, which can include recordings of Visitors. The Organizer is entitled, and the Visitor hereby grants Organizer the explicit, irrevocable and unconditional permission to edit, disclose, multiply and live-stream these recordings or exploit them otherwise. Visitor waives any portrait and image and/or personality rights in this regard.

3.7 Without the prior written consent of Organizer, Visitors are not allowed to make image and/or sound recordings during the Event, including photographs, films, reproductions of and/or copies of parts of the program, posters and other printed matter. Any rights of intellectual property, including copyright and related rights, connected to the image and/or sound material made by or on behalf of the Visitor, are owned jointly by Organizer; the Visitor shall at Organizer's first request, for no consideration, cooperate fully in all possible formalities required for the transfer rights or provision of rights in other respects; Organizer is at all times entitled to use, directly or indirectly, the aforesaid image and/or sound material made by or on behalf of the Visitor, in any manner whatsoever.

3.8 The Organizer may require identity verification upon entry to the Event. A Ticket is personal and allows only the holder of the Ticket access to the Event Location. The name on the Ticket must match the Visitor's identification, unless the official name-change or authorized resale procedure has been followed. Failure to comply may result in denial of entry or invalidation of the Ticket.

#### **4. PURCHASE OF TICKETS**

4.1 The Organizer makes reasonable efforts to ensure the price as indicated on the Website(s) is correct. During the purchase process and before acceptance of the offer the Organizer will communicate \_\_\_\_\_ to \_\_\_\_\_ Visitors:

- (a) The total price including delivery or service costs and the VAT, subject to any changes to the rate of VAT;
- (b) The available methods and costs for delivery;
- (c) Any supplementary costs, in case the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery.

4.2 In case the rate of VAT changes, the new price will apply directly from the day the legislative change has become effective.

4.3 Online payment services are provided by third party payment providers who will inform Visitors in advance of acceptable payment methods, for instance credit card, IDEAL or bank transfer. Acceptable payment methods depend per third party payment provider.

4.4 Visitors have only completed the purchase and entered into an agreement with the Organizer when:

- (a) the instructions on the Website have been followed and all of the required information has been provided;
- (b) the offer, including these Terms & Conditions, and the payment obligations have been accepted;
- (c) the third party payment provider has successfully received the required payment in full from the Visitor; \_\_\_\_\_ and
- (d) the completed purchase is confirmed to Visitors by email.

4.5 Only purchases through Organizer, or (Pre)sales outlets and/or Service Platforms as appointed by Organizer it engages will guarantee the validity of the Ticket. The burden of proof of this validity lies with the Visitor. Organizer and/or parties employed by Organizer may declare certain Tickets to be invalid and/or the Visitor may be refused access to or removed from the Event Location if Organizer decides that the Ticket has not been obtained in accordance with these Terms & Conditions, the

maximum amount is exceeded, if the Ticket is in the name of a person other than the Visitor and/or in case of fraud, misuse and/or violation by the Visitor of the rules stipulated in these Terms & Conditions.

4.6 If the Visitor claims a discount for the purchase of a Ticket, the Visitor must show the document entitling him/her to the discount.

4.7 The risk of loss, damage or misuse of the Ticket lies with the Visitor from the moment that Ticket is made available to the Visitor. The Visitor is not entitled to a refund of the Ticket price or any other compensation in the event of loss, damage or misuse of the Ticket, or in the event that the Visitor for whatever reason does not make use of the Ticket. Once obtained, a Ticket cannot be returned or exchanged. The statutory right of withdrawal allowing the Customer (acting in his/her/their capacity as a consumer-natural person), to cancel the Agreement within 14 days of its conclusion is not applicable (Section 6:230p of the Dutch Civil Code).

4.8 Organizer reserves the right to set a maximum for the number of Tickets that may be obtained by each Visitor. It is strictly prohibited to exceed or circumvent such Ticket purchase limit as indicated in the ticket purchasing process or communicated by Organizer. Placing multiple orders or using multiple bank accounts or email addresses amounts to a breach of this provision. The use of automated systems, software, or bots to purchase Tickets is strictly prohibited. Tickets obtained through such means may be declared invalid. If the Visitor fails to comply with this provision, Organizer reserves the right to cancel any Ticket purchased in violation of this provision, to invalidate any related amounts of such Tickets, and/or refuse the Visitor access to the Event or Event Location, and Visitor will not be entitled to any compensation or refund of any such Tickets, and Organizer reserves the right to retain all amounts already paid. Furthermore, the Visitor will be liable to pay the Organizer an immediately payable fine of €100 (one hundred euros) per Ticket and €100 (one hundred euros) per day that such violation continues, without prejudice to any other rights of Organizer, including but not limited to the Organizer's right to seek enforcement and/or full compensation for damages.

4.9 All Tickets remain the exclusive property of the Organizer. It is strictly prohibited to alter, duplicate, or reproduce Tickets in any way or to remove and/or change mentions of copyright, brands, logos, models, trade names and/or other industrial or intellectual property rights of Organizer, its licensors and/or (Pre)sales outlets of the Ticket, or to have these removed and/or changed and/or to in any other way violate intellectual property rights of Organizer.

## **5. COMMERCIAL USE RESTRICTIONS**

5.1 All Tickets are issued only for private, non-commercial use. Visitors are prohibited to (re)sell, offer or provide Tickets to third parties for commercial purposes. Tickets may only be resold through Service Platforms expressly approved by the Organizer. Resale through unauthorised channels may result in the Ticket being invalidated.

5.2 The Organizer and its authorised ticket provider actively monitor Ticket transactions to detect and prevent unauthorised resale, scalping, and fraud. Tickets found to be obtained or used in violation of these Terms & Conditions may be invalidated without refund, and access to the Event will be refused.

5.3 Occasional private resale may be permitted, provided that:

- (a) It is done without profit; and
- (b) It takes place only via an authorised Service Platform approved by the Organizer; and
- (c) Visitor imposes all of the Visitor's obligations arising from an Agreement or these Terms & Conditions on those third parties in full. The Visitor guarantees that the aforesaid third parties meet and/or will comply with all of the aforesaid obligations.

5.4 The Visitor may not advertise or create any other form of publicity in any manner, either directly or indirectly, in connection with the Event and/or any other part thereof in a commercial sense and for his/her own gain. Nor may the Visitor refer to the Ticket or the Event in such advertising or publicity.

5.5 Tickets may solely be offered for (re)sale via a Service Platform explicitly appointed by the Organizer, where a natural person or Visitor offers an originally and legitimately purchased Ticket for returning sale (“the Seller”) to Organizer, and a natural person or Visitor purchases (“the Repurchaser”) such Regenerated Ticket from Organizer via facilitation of the Service Platform in accordance with these terms and conditions. As such, the Organizer buys back the original Ticket from the Seller and (re)sells it as a new Regenerated Ticket to the Repurchaser. In addition to these Terms & Conditions, the general terms and conditions of use of the relevant Service Platform also apply to the use of the Service Platform and its services.

5.6 The permitted (re)sale and (re)purchase via a Service Platform is at the Seller’s and Repurchaser’s own expense and risk. The Organizer is not liable and accepts no liability whatsoever in connection with the (re)sale or (re)purchase of a Ticket via a Service Platform, except in case of intent or gross negligence of (personnel of) the Organizer.

5.7 The agreement for the (re)sale to and (re)purchase from the Organizer of a Ticket via the Service Platform is a direct, one-off, conditional purchase agreement concluded between (i) the Seller and the Organizer and (ii) the Repurchaser and the Organizer. Such (re)sale to and (re)purchase from the Organizer takes place under the express condition that (a) the selling price is accepted by the Organizer (the ‘Selling Price’) and (b) a Repurchaser has accepted the offered Selling Price for the Regenerated Ticket. The Organizer then buys back the original Ticket from the Seller and (re)sells it as a new Regenerated Ticket to the Repurchaser. This transaction takes place without dissolution of the original agreement between the Visitor and the Organizer in relation to the original Ticket, so that the original transaction remains intact. The Seller and Repurchaser each enter into a separate, direct, one-off purchase agreement with the Organizer (the ‘Repurchase Agreement’).

5.8 The Seller determines the Selling Price, taking into account that the Organizer is entitled to impose (additional) conditions on Selling Prices and to change, adjust or remove these conditions at any time. The Organizer may, for example, set minimum and/or maximum Selling Prices by reference to (i) the original price of the Ticket and/or (ii) the price of Ticket sold in the last tier (including booking fees), all with due observance of applicable law and/or market conditions. Where applicable, the Organizer will ensure that relevant price limits and the necessary transparency elements (including original price, last tier price and any applicable costs or surcharges) are communicated in advance via the Service Platform and/or the Website(s).

5.9 The Organizer may determine from which moment Tickets may be offered for (re)sale via the Service Platform (the ‘Resale Period’), including a start date and/or start time prior to the Event. The applicable Resale Period will be communicated via the Service Platform before any Ticket is offered or purchased.

5.10 The Organizer reserves the right to amend this Article 5 and/or the Repurchase Agreement from time to time. The Seller or Repurchaser may only terminate the Repurchase Agreement in the event of a substantial change to its terms. If a Seller offers, or a Repurchaser purchases, a Ticket after the Repurchase Agreement and/or this Article 5 has been updated, the Seller/Repurchaser must accept the newest version before proceeding.

5.11 Pursuant to Article 6:230p of the Dutch Civil Code, the right of withdrawal does not apply to the Repurchase Agreement.

5.12 The Organizer has the irrevocable right to dissolve, terminate, suspend and/or cancel any Repurchase Agreement and/or the use of Service Platform services (in whole or in part), if the Seller or Repurchaser does not comply with (i) this Article 5, (ii) these Terms & Conditions, and/or (iii) the applicable general terms and conditions of the Service Platform, without prior notice and without any right to compensation.

5.13 The Seller shall owe the Organizer the then applicable booking costs (including service and administration costs, including VAT) in connection with the (re)sale to the Organizer. By entering into the Repurchase Agreement, the Seller agrees that this amount will be deducted from the Selling Price to be received by the Seller, which amount shall accrue to the Organizer.

5.14 The Repurchaser shall pay the Selling Price invoiced by the Service Platform on behalf of the Organizer for the newly generated Ticket, as well as the requested booking fees of the Organizer (including VAT). In addition, the Repurchaser shall pay transaction costs for payment processing services as indicated by the Service Platform (including VAT).

5.15 Upon acceptance and payment by the Repurchaser of the Selling Price via the Service Platform, the original Ticket will be automatically invalidated by the Organizer and will no longer be usable, and the Repurchaser will receive a newly generated Regenerated Ticket.

5.16 Payment and delivery of the Regenerated Ticket takes place via the Service Platform, to which the applicable terms and conditions of the Service Platform apply.

5.17 Where applicable, the Service Platform may send an invoice to the Repurchaser in the name of and on behalf of the Organizer in relation to the Repurchase Agreement and/or the Regenerated Ticket, without prejudice to the fact that the Repurchase Agreement is concluded directly between the Seller/Repurchaser and the Organizer.

## **6. (DOWN)PAYMENT**

6.1 The Organizer is entitled to request for a down payment.

6.2 In the event that a down payment is required, the Visitor who has purchased the Ticket and has paid the down payment will receive as soon as reasonable possible the information regarding the period within which the full ticket price must be paid. The Organizer will inform the Visitor in due time by e-mail (to the e-mail address known to her).

6.3 If the Visitor has not fulfilled the other financial obligations within the period stated by the Organizer in the e-mail mentioned in article 6.2, the Visitor is in default by operation of law. In that case, the Visitor has no right to be reimbursed for the amount already paid in advance.

## **7. DELIVERY**

After providing the Visitor with a confirmation of the purchase the Organizer will deliver the product(s) or service to the Visitor within a maximum of 30 days using the standard delivery method, unless agreed otherwise.

## **8. CONFORMITY**

8.1 The Organizer makes reasonable efforts to:

- (a) deliver products and services in conformity with the description on the website and the quality and quantity as listed in the virtual shopping cart of Visitors;
- (b) ensure that sizes, colors and quantities meet the general accepted level of conformity with the description on the website, unless agreed otherwise.

The Organizer cannot guarantee that delivered products and services will be fully compliant with the expectations of the Visitor. All product pictures and descriptions on the website are for illustrative purposes only.

8.2 The Organizer organizes specific programs for Events, which are described on the Website(s). The Organizer will undertake reasonable efforts to execute the program of the Event according to plan and as announced. However, the Organizer is not able to completely guarantee that the execution of the program of the Event is as described, for example with regard to the length or quality of the performance or in case of force majeure and this does not amount to a breach of the Agreement.

8.3 The Organizer makes reasonable efforts to inform Visitors about the smoke-free character of indoor Events. However, the Organizer can't guarantee that indoor Events are 100% smoke-free. The fact that the Event may not be entirely smoke-free does not entitle the Visitor to a refund of the Ticket price or any other compensation.

## **9. FORCE MAJEURE EVENTS; EVENT CANCELLATION OR CHANGE OF EVENT DATE**

9.1 The Organizer is entitled to change, move or cancel (parts of) an Event as it deems necessary, without giving reasons, including but not limited in case of force majeure events, including cancellation by artists or DJ's booked for an Event, public interventions, withdrawn Event permits, strikes, failing devices, pandemics (also including cancellation of an Event as a direct or indirect result of a pandemic, for example as a result of a relatively too small amount of tickets being sold or following government measures related to such pandemic), natural phenomena such as extreme weather or other circumstances. Event Organizer is not liable and cannot be held liable for damage incurred by the Visitor that has occurred as a result of force majeure and therefore accepts no liability for such cases.

9.2 In case an Event will be moved to another date, the Ticket will remain valid for the new date on which the Event will actually take place.

9.3 In case an Event will be cancelled in its entirety and article 9.2 is not applicable, the Visitor will be entitled to a refund of the paid ticket price. Transaction and handling costs will not be refunded. Other losses (such as, for example, travel and accommodation costs) will not be reimbursed. Nor can the Visitor claim (replacement) admission to another event in case of cancellation.

## **10. LIMITATION OF LIABILITY**

10.1 To the maximum permitted under Dutch law, the Organizer excludes all liabilities in relation to: (i) third party service providers, (ii) force majeure events, (iii) cancelled, changed or amended Events, Event dates, Event locations, (iv) conformity of products or services, and/or (v) denying access to Visitors of Event locations or removing of Visitors from Event locations, unless the Visitor proves the intent or gross negligence of the Organizer.

10.2 The Organizer is not liable and accepts no liability for any damages resulting from the use of services of (Pre)sales outlets and/or in connection with the purchase and/or offer of Tickets through Service Platforms, unless the damage is the direct result of Organizer's intentional, gross negligence or deliberate recklessness. Organizer cannot guarantee the accuracy of the services of such (Pre)sales outlets and/or Service Platforms and is not liable for any results, claims, costs or damages resulting from (any) inaccuracies with regard to the Tickets offered or purchased through such parties and/or defaults in the use of the services of (Pre)sales outlets and/or Service Platforms.

10.3 Organizer is not liable and cannot be held liable for the loss of clothing and/or other property of the Visitor and therefore accepts no liability for such occurrences either. If the Visitor can provide concrete proof that the loss of clothing and/or other property of the Visitor is solely the result of wilful

intent or gross negligence on the part of Organizer or its employees, which has to be reported in writing to Organizer as soon as possible (on pain of nullity), Organizer will compensate the Visitor in the amount of at the most the purchase price, up to a maximum of €250 (in words: two hundred and fifty euros), upon provision of a valid proof of purchase of the relevant property.

10.4 The Visitor is expressly aware of the fact that loud music may be played during the Event and on or near the Event Location. Organizer advises Visitors to protect their hearing during the Event using special ear plugs and allowing their hearing to rest from time to time by going to an area where no music is played. Organizer is not responsible and accepts no liability for damage as a result of hearing loss, vision loss, blindness and/or other personal injury in conjunction with the Event and/or the Event Location

10.5 In any event, the maximum liability of the Organizer will be reimbursement of the price paid to the Organizer in relation to an Event or a product or service from the Organizer. Consequential, indirect, and/or immaterial damages / costs are excluded.

## **11. RIGHT OF WITHDRAWAL**

11.1 Visitors who purchased products of the Organizer, such as merchandize, have the right to withdraw from the purchase contract without giving any reason, for instance if products do not meet Visitor expectations.

11.2 Visitors must communicate withdrawal to The Organizer within 14 days after receiving the product(s) (or in the event of partial delivery, receiving the last product) by sending an email to [info@loveland.nl](mailto:info@loveland.nl) and/or using the form attached as Annex B. The Organizer shall provide a confirmation of withdrawal by email upon receipt of the communication.

11.3 After The Organizer has received and confirmed the notification of withdrawal from the Visitor by email, the product(s) have to be returned by the Visitor within 14 days. The costs for the return are to be paid by the Visitor.

11.4 The burden of proof of exercising the right of withdrawal in a correct way and on time is on the Visitor.

11.5 The Organizer will reimburse products of the Organizer to the Visitor within 14 days after being informed about withdrawal by email by providing:

(a) the total amount it has received from the Visitor for the purchased product(s); or  
(b) a reasonable and appropriate lower amount when the value of the product is reduced due to how the product is handled, for example in a way that would not be allowed in a shop. Visitors are only allowed to investigate the product(s) as far as necessary to determine whether the nature, characteristics and functioning of the product(s) meet the expectations.

11.6 The Organizer shall reimburse the product(s) by using the payment method which has been chosen by the Visitor during the purchase, unless agreed otherwise. If the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery The Organizer will not reimburse the supplementary costs.

11.7 Visitors do not have the right to withdraw from purchase contracts regarding services:  
(a) related to leisure activities if the contract provides for a specific date or period of performance, such as Event tickets; or

(b) that have been fully performed if the performance has begun with the Visitor's prior express consent, and with the acknowledgement that the Visitor will lose the right of withdrawal once the contract has been fully performed by The Organizer.

## **ANNEX A – HOUSE RULES**

The Organizer has house rules to make sure that Events pass by safe and peaceful. Attending Events means that the Visitor agrees to these House Rules and acknowledges applicability of these house rules.

Visitors are required to follow these House Rules and any directions during the Event by:

1. (a) The Organizer staff;
2. (b) Security staff, attendants, fire brigade, the police or any other authorized persons; and
3. (c) Transport and location operators.

The Organizer has the right to deny Event access to Visitors or remove Visitors from the Event who – to the discretion of Organizer – do not comply with any of the House Rules without Visitor being entitled to a refund of the price for the Ticket or any service and/or administration charges paid and/or costs incurred otherwise. Once removed, Visitors will not be allowed to re-enter the Event. Any fines imposed on Organizer as a result of non-compliance by the Visitor of any of these House Rules may and will be recovered from the Visitor.

Breach of the House Rules may trigger the Organizer to inform police.

1. **Minimum Age of 18.** Visitors (assumably) under the age of 18 will not be allowed access to Events or will be removed from Events, without being entitled to a refund of the price for the Ticket or any service and/or administration charges paid and/or costs incurred otherwise.
2. **No phone policy.** Organizer may choose to apply a so-called “no-phone policy” for (parts of) the Event, in which case this will be clearly communicated by or on behalf of Organizer to Visitors. In case of a “no-phone policy”, Visitors may not use a telephone (including smartphone) except in the designated areas and may not take photographs or record (parts of) the Event with a telephone (smartphone). Where appropriate, the Visitor accepts the applicable no-phone policy by entering the Event Location. Any damage caused to equipment used for implementing the “no-phone policy” (including pouches) shall be recovered from the Visitor.
3. **Zero tolerance on prohibited products, including weapons and drugs.** Any possession of prohibited products (see below) is prohibited and reason to deny Event access or remove a Visitor from the Event without entitlement to any refunds and/or remuneration of any costs incurred otherwise. The same applies to Visitors (assumably) under the influence of drugs. Security staff may request Visitors for permission to search for prohibited products. Refusal to cooperate with a search request could result in denial of Event access or removal from the Event.
4. **Zero tolerance on alcohol when accessing Event.** Visitors (assumably) under the influence of alcohol will not be allowed access to Events or will be removed from Events.

5. **Zero tolerance on unwanted behaviour.** Visitors (assumably) demonstrating the following behaviour will not be allowed access to Events or will be removed from Events without entitlement to any refunds and/or remuneration of any costs incurred otherwise:
  - (i) urinating or smoking (including e-smoking and e-cigarettes) at or around the Event Location outside the designated facilities or areas;
  - (ii) leaving or keeping items, objects or goods on or around the Event Location anywhere other than in the designated lockers;
  - (iii) distributing flyers, promotion material or any other (free) goods at or nearby the Event Location;
  - (iv) selling or providing any product or service at the Event Location without prior written consent of the Organizer;
  - (v) keeping prohibited products in the lockers provided by or on behalf of Organizer;
  - (vi) using a toilet cabin with multiple people;
  - (vii) causing danger to other visitors, personnel and/or employees of Organizer and/or (personnel and/or employees of) contractors and emergency services, including by climbing a stage, gate, fence, staging or any other object on or around the Event Location, crowdsurfing, fires, campfires and/or entering any artist or staff entrance and/or area which is prohibited to access for Visitors;
  - (viii) aggressive behaviour, indecent or offensive behaviour, discrimination, insults, threats or otherwise offensive, discriminatory or insulting behaviour towards other visitors, personnel and/or employees of Organizer and/or (personnel and/or employees of) contractors and emergency services;
  - (ix) unnecessarily loitering in front of emergency exits and/or places at or around the Event Location where fire extinguishers or other fire-fighting and/or other safety equipment is stored. In such an event, Organizer is entitled to remove blocking Visitors and/or objects;
  - (x) having (top and/or bottom) body part(s) exposed during the Event; and/or
  - (xi) damaging any items, objects, parts or elements at or around the Event Location, in which case the Visitor shall pay compensation for any damage caused.
6. **Medication requires physician's statement.** Visitors must bring a signed physician's statement to be allowed to bring prescribed medication on medical grounds to the Event.
7. **Payment methods valid during Event only.** Tokens or chips or other payment methods purchased during the Event are only valid during that specific Event unless explicitly stated otherwise.
8. **Wear earplugs during Event.** Loud music will be performed at Events. Earplugs can be brought to or purchased at Events, which help lowering the impact on hearing. Visitors should not stand nearby or in front of speakers from which music is played.

9. **No usage of professional recordings devices.** Using professional recording devices is not allowed. If and insofar the Visitor has recorded parts of the Event in a non-professional manner, such as with the help of a smart phone, the Visitor is solely allowed to the private use of such recordings and without commercial purposes.
10. **Recordings by Organizer.** Organizer may make sound and/or image recordings of the Event or parts of the Event, or have these made, including of Visitors. Upon entry of the Event Location, Visitor explicitly agrees to the recording and gives Organizer the explicit, irrevocable and unconditional permission to (re)use his/her name, voice, portrait and/or image and persona by means of live or otherwise broadcast audio and/or image recordings, (re)broadcasts or other forms of publication, reproduction and/or distribution, in any manner and via any media or technologies whatsoever, known now and/or in the future, worldwide and for no consideration. Visitor explicitly waives his/her portrait and image rights and personality rights in respect of Organizer and its licensors to the extent that it concerns audio and/or image recordings at and around the Event Location in which he/she is identifiable.

**Prohibited products.** The following products are forbidden to bring to an Event or have available at an Event Location:

- (i) (semi-) professional photo, film, sound and/or other recording devices of any sorts;
- (ii) glassware, plastic bottles, beverages, foods, all kind of narcotics or drugs (even in small amounts);
- (iii) tins, cans, fireworks, weapons and/or dangerous objects, including objects that may be used as a weapon or may be dangerous or annoying; and
- (iv) obscene or discriminating clothing or texts on clothing, clothing clearly referencing to a specific soccer team, motor club or criminal or strict religious organization, clothing that covers the face, flags or similar objects.

Of course, bringing an animal is forbidden as well.

## **ANNEX B – MODEL FORM FOR WITHDRAWAL**

To (the Organizer):  
Helicopterstraat 25  
1059 CE Amsterdam  
info@musicfestival.com  
020-6894714

I hereby give notice that I withdraw from my contract of sale of the following goods / for provision of the following service:

Ordered on:  
Name of consumer:  
Address of consumer:  
Date: