

General Terms and Conditions visitors Zwarte Cross

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General

Article 1. Definitions

1.1 “General Terms and Conditions”:

These general terms and conditions, applicable to every legal relationship between a Visitor and/or Participant and the Organizer in relation to attending the Event with a Ticket, the purchase of a Ticket, and the related acquisition of a product and/or service (from third parties) via the Organizer’s website.

1.2 “Visitor”:

The visitor of an Event, or the person who purchases a product and/or service (from third parties) related to an Event via the Organizer’s website, and/or the natural person attending an Event, depending on the context of the relevant provision of these General Terms and Conditions. The Visitor is always a natural or legal person, and the Visitor is the party referred to in Article 6:231(c) of the Dutch Civil Code (for the remaining of these General Terms and Conditions to be understood that this is meant as the Dutch Burgerlijk Wetboek or ‘BW’) as the “counterparty” (“wederpartij”).

1.3 “Camping”:

The campsite, the festival camping area, which is part of the Event Site and is operated by the Organizer. A special admission ticket is required for access to the Camping.

1.4 “Participant”:

A Visitor of the Event who also takes part in the Zwarte Cross. A Participant is the person who occupies the participating vehicle during the race at the Zwarte Cross and thereby participates in the race. A Participant may also be a person who is not actually on the participating vehicle because they are not entitled to be, due to the maximum permitted number of persons on a participating vehicle having been reached.

1.5 “Event”:

Any event, whether single-day or multi-day, indoors and/or outdoors – including but not limited to a festival and any related camping areas – organized by the Organizer in the Netherlands, at its own expense and risk, for which the Organizer applies these terms and conditions towards its Visitors

1.6 “Event Site”:

The entire area comprising the Event, including the publicly accessible festival grounds, the Camping, the Paddock Area, parking facilities and the backstage area.

1.7 “Festival Grounds”:

The part of the Event Site accessible to day visitors. The Camping, the Paddock Area, parking facilities and Backstage area are not included.

1.8 “Organizer”:

The legal entity related to the Event as indicated in Article 2.6, which is the user of these General Terms and Conditions within the meaning of Article 6:231(b) of the Dutch Civil Code in relation to the Visitor, for which entity the Organizer is in all respects responsible and the contractual party of the Visitor. The Organizer carries out its own activities, such as operating a website and/or organizing Events. References to the “Organizer” in these General Terms and Conditions shall also include authorized persons designated by the Organizer, who are recognizable as such.

1.9 “Paddock Area” (“Rennerskwartier”)

The section of the Event Site, being a campsite, that is specifically designated and equipped for participants in the Zwarte Cross race. A special admission ticket is required for access to the Paddock Area.

1.10 “Ticket”:

An admission ticket granting the Visitor the right to attend an Event.

Article 2. Applicability of the General Terms and Conditions

- 2.1 These General Terms and Conditions apply whenever a Visitor attends an Event with a Ticket, purchases a Ticket and/or a related product or service (from third parties) via the website, and/or participates as a Participant in the Zwarte Cross. The General Terms and Conditions are declared applicable before the Visitor purchases a Ticket and/or product or service, or registers. By purchasing a Ticket, attending an Event with a Ticket and/or purchasing a product and/or service (from third parties) and/or participating in the Zwarte Cross, the Visitor agrees to these General Terms and Conditions. The General Terms and Conditions also apply if the acquisition of a Ticket, whether or not for participation, is realized in any manner via third parties.
- 2.2 Before a distance selling contract is concluded electronically, the text of these General Terms and Conditions will be made available electronically to the person ordering a Ticket or registering, in such a way that they can easily take note of the contents. On the Organizer’s website <https://www.zwartecross.nl/algemene-voorwaarden>, before Ticket sales commence, the General Terms and Conditions can be consulted and easily stored on a durable data carrier or printed. Only after the person intending to purchase a Ticket has expressly agreed to the applicability of these General Terms and Conditions – by explicitly indicating such – the Ticket purchase can be completed.
- 2.3 These General Terms and Conditions apply to all persons attending the Event and/or are Participants, and who are directly or indirectly involved through the purchase of a Ticket. The Organizer also refers to the General Terms and Conditions stated on the Ticket for an Event. By explicit acceptance of the applicability of these General Terms and Conditions, these conditions apply in full to the execution of the agreement with the Organizer, even if the relevant Visitor has not directly entered into an agreement with the Organizer. These General Terms and Conditions are also deemed to have been provided to those Visitors involved in the delivery of Tickets for the Events sold or provided by the Organizer.
- 2.4 In cases of doubt regarding whether situations fall under these General Terms and Conditions, the Organizer’s decision is final.
- 2.5 In cases not provided for in these General Terms and conditions, the Organizer decides. Instructions from employees of the Organizer or authorized persons appointed for this purpose must always be followed.
- 2.6 The Organizer is Alles Komt Goed B.V., located in Doetinchem, Nijverheidsweg 26, 7005 BJ, Netherlands, Chamber of Commerce number 51983478 (“Feestfabriek”) and/or its affiliated company(ies) within the Feestfabriek group. Feestfabriek can be reached during office hours by telephone +31 314-745900 and also by e-mail: info@feestfabriek.nl.

Purchase of Tickets and Products and/or Services from third parties

Article 3. Purchase of Tickets

- 3.1 An agreement with the Organizer is concluded once the person wishing to order and purchase a Ticket clicks the order button on the Organizer’s ticketing website. At that point, the

purchaser is obliged to pay for the ordered Tickets, and the Organizer is, after receipt of payment and personalization of the Tickets by the purchases(s), obliged to send the Ticket(s).

- 3.2 The Organizer reserves the right to set a maximum number of Tickets that can be ordered, and the Visitor is obliged to comply with such a maximum. If more Tickets are ordered than the maximum set by the Organizer, whether through a single order or multiple orders, the Organizer has the right to refuse the order or to invalidate the ordered and paid Tickets.
- 3.3 A Ticket consists of a document with a barcode and/or QR code issued by or on behalf of the Organizer and sent by email. The Ticket is issued once only and grants access to one person. By default, a ticket only grants access to the publicly accessible areas of the Festival Grounds. Only when a Ticket is purchased specifically for other areas of the Festival Grounds will the Visitor have access to that specific area. The Organizer's decision as to whether the Visitor will be admitted to the Festival Grounds and/or specific areas of the Festival Grounds is final at all times.
- 3.4 Payment for an order via the Organizer's website must be completed within the timeframe indicated on the website. If the order is not completed within this timeframe and payment is not made in time, this constitutes non-performance of the agreement, and the agreement will be terminated by the Organizer without further notice or default. The prospective ticket purchaser will then lose all rights to obtain any Ticket(s) from the incomplete order.
- 3.5 Paid Tickets must be personalized before they grant access to the Event. Once personalization is completed, Tickets will be sent by email within 14 days. If personalization is not completed correctly, this constitutes non-performance of the agreement, and the purchased Ticket will not be sent. The Organizer may deviate from this. The Organizer is never liable for Tickets being lost or not delivered.
- 3.6 The Visitor cannot return purchased Tickets, as a statutory exception to the right of withdrawal applies under Article 6:230p (e) of the Dutch Civil Code. By purchasing a Ticket, the Visitor enters into an agreement with the Organizer for the provision of a leisure service – the Event – in which a specific performance date and time are stipulated, namely the specific date and time of the Event. Prior to the conclusion of the agreement for the purchase of a Ticket, the user is informed via the Organizer's website that the right of withdrawal does not apply.
- 3.7 The Organizer is in no way liable for errors, malfunctions, or defects in or relating to the ordering and/or payment of Tickets and/or the website.
- 3.8 From the moment the Ticket is made available to the Visitor, the risk of loss, theft, damage, or misuse of the Ticket and/or wristbands issued with it rests entirely with the purchases or holder of the Ticket. Invalid Tickets and/or lost or damaged wristbands may be refused by the Organizer, and access to the Event Site may be denied without any right of a refund of the purchase price or any other form of compensation.
- 3.9 The purchaser of Tickets sold and issued by the Organizer declares to be authorized to bind any indirectly involved Visitors to the agreement and is obliged to promptly inform all other Visitors involved in the agreement of the contents of these General Terms and Condition. The Purchaser indemnifies the Organizer against liability and consequences if, for any reason, this obligation is not fulfilled.

Article 4. Terms and Agreements with third parties

- 4.1 Through the website, products and/or services of third parties related to the Event may also be offered, whether or not via a hyperlink to the website of the relevant third party (or parties). If the Visitor proceeds to purchase a product and/or service from a third party, the general terms and conditions of that third party may apply, and the Visitor enters into a (purchase) agreement directly with that party. The relevant third party is then responsible for fulfilling any obligations towards the Visitor
- 4.2 Although the Organizer carefully selects such third parties, the Organizer is not a party to any agreement between the Visitor and such third party. The Visitor indemnifies the Organizer against any claim for costs or damages arising from an agreement with such third party.

Article 5. Offers by Vendors at the Event

Visitors to an Event may be offered products and/or services on the Event Site by third parties operating stands, such as food and beverages, merchandise, or other products such as sunglasses or clothing, as well as providers of (fairground) attractions. Although the Organizer carefully selects these third parties, the Organizer is not a party to any agreement between the Visitor and such third party. The Organizer is never liable for any damages whatsoever arising from the Visitor's purchase or use of a product or service, including a (fairground) attraction, from such third party. The Visitor indemnifies the Organizer against any claim for costs or damages that could arise from an agreement between the visitor and such third party.

Visiting events

Article 6. Access to the Event

- 6.1 Access to the Event is granted only upon presentation of a valid, undamaged Ticket. Persons seeking entry may be asked, and are then required, to show identification for the purpose of verifying compliance with an applicable age restriction (if any). If the Visitor leaves the Festival Grounds after entry, the Ticket automatically loses its validity.
- 6.2 Tickets are and remain the property of the Organizer. The Ticket entitles the holder to attend the Event. Only the first holder presenting the Ticket at the start of the Event will be admitted. The Organizer may assume that the holder of the Ticket is the rightful claimant thereof. The Organizer is not obliged to conduct further check regarding valid Tickets. The Visitor must ensure that they are and remain the sole holder of the Ticket issued by the Organizer or an official (pre)sales address engaged by the Organizer.
- 6.3 Dutch law applies on the Event Site. Visitors must comply with Dutch law, the provisions set out in these General Terms and Conditions, as well as house rules/regulations relating to the Event established elsewhere. Given the importance of compliance with the house rules, these will also be communicated to Visitors in abbreviated form at the entrances and on the Event Site via signs and/or banners.
- 6.4 A minimum age of 18 years applies to the Festival Grounds.
- 6.5 Failure to comply with the house rules of the Event may result in irrevocable denial of (further) access to the Event Site and may lead to an entry ban for one or more years. Visitors and persons who, under the law and/or the house rules, are denied access to the Event Site – for

whatever reason – are not entitled to any reimbursement of the Ticket price and/or travel expenses.

- 6.6 The purchaser and/or Visitor is not entitled to a refund of the Ticket price or any other compensation if the purchaser themselves, or any of the Visitors for whom the purchaser buys a Ticket (and/or other product), fails to comply with any government-imposed requirement to gain access to an Event.

Article 7. Prohibition of Resale

- 7.1 Visitors are prohibited from reselling Tickets for the Event in any manner for commercial purpose and/or from using them for prize promotions and/or other promotional activities, unless the Organizer has given prior written consent.
- 7.2 The Organizer reserves the right to designate an authorized resale platform (for example, Ticketswap), for Event Tickets, which may be an online “secondary ticket” marketplace. The resale of Tickets via any sales channel other than that designated by the Organizer is strictly prohibited. Visitors may be denied access to the Event if they are in possession of a Ticket purchased through an unauthorized channel. The Organizer cannot be held liable, nor can any damages be claimed, as a result of the (re)sale of a Ticket (including the validity of a Ticket) for the Event through any sales channel.
- 7.3 A Visitor who makes their Ticket available to third parties is obliged to impose the obligations set forth in these General Terms and Conditions upon the person(s) to whom they provide the Ticket, and guarantees to the Organizer that such person(s) will comply with these obligations.
- 7.4 If the Visitor fails to comply with their obligations as set out in the preceding paragraphs of this Article and/or cannot guarantee such compliance, the Visitor owes the Organizer an immediately payable penalty of €5,000.- per violation and €1,000.- for each day the violation has continued, without prejudice to the Organizer’s right to also claim performance and/or compensation for damages suffered or yet to be suffered.

Article 7A. Resale through TicketSwap platform

- 7A.1 By way of exception to Article 7, the Organizer permits the (re)sale and purchase of tickets for certain events via the TicketSwap platform due to its partnership with TicketSwap. Such (re)sale and purchase must strictly adhere to the provisions set out in this Article 7A.
- 7A.2 The provisions of this Article 7A apply exclusively to the (re)sale and purchase of tickets for certain events organized by the Organizer through the platform operated by TicketSwap B.V., including all subdomains for other countries (“TicketSwap”). This service is provided solely via the website www.ticketswap.com or the mobile application (the “Platform”).
- 7A.3 This article supplements the general terms and conditions applicable to the services of the TicketSwap Platform: the Visitor agrees to the terms and conditions of TicketSwap (the “Platform T&Cs”). All matters relating to the Visitor’s account, personal data, and the functionality of the Platform are governed by the Platform T&Cs, which can be accessed on the TicketSwap website. Upon purchasing or selling a ticket, the Visitor enters into a direct, one-off purchase agreement with the Organizer, hereinafter referred to as the “Ticket Agreement”. The Platform T&Cs are available at <https://www.ticketswap.com/content/conditions>.
- 7A.4 When the Visitor purchases tickets directly from a primary ticket seller, an authorized platform, or outlet where tickets for an event are sold directly by the Organizer (a “Primary

Ticket Seller”), the terms and conditions of that Primary Ticket Seller shall also apply (“Primary Ticket Seller Terms”). In the event of a conflict between this Article and the Primary Ticket Seller Terms, the provisions of this Article shall prevail to the extent permitted by applicable law.

- 7A.5 When a Visitor offers and sells a ticket (“Seller”) or intends to purchase a ticket from another Visitor via the Platform (“Buyer”), Ticket Agreements are concluded between the respective Visitor and the Organizer. These agreements govern the process whereby the Organizer first purchases the offered ticket from the Seller and subsequently sells it to the Buyer. This transaction does not dissolve the original purchase agreement, ensuring the initial transaction between the Organizer and the Seller remains intact. As a result, a purchase agreement arises between the Buyer and the Organizer, and a sales agreement arises between the Seller and the Organizer.
- 7A.6 The Organizer reserves the right to amend the Ticket Agreement. The Visitor may terminate the Ticket Agreement only in the event of a material change in its terms. If the Visitor offers or purchases a (new) ticket after the Ticket Agreement has been amended, the Visitor must first accept the most recent version before the transaction may proceed.
- 7A.7 The Ticket Agreement is subject to European consumer law. However, the right of withdrawal does not apply to ticket purchases, as such purchases fall within the exception provided in Article 6:230p(e) of the Dutch Civil Code. By purchasing a ticket, the Visitor enters into an agreement with the Organizer for the provision of a service related to leisure activities to be performed on a specific date and time. Prior to purchase, the Visitor is informed via the Organizer’s or Primary Ticket Seller’s website that the right of withdrawal is excluded.
- 7A.8 The Organizer may terminate or nullify the purchase or sale agreement if the Buyer or Seller fails to comply with the terms of the Ticket Agreement.
- 7A.9 Upon the Buyer’s purchase of a ticket, TicketSwap shall issue an invoice to the Buyer in the name and on behalf of the Organizer.
- 7A.10 The Seller shall determine the sale price of each ticket listed on the Platform (the “Sale Price”), subject to the Organizer’s right to establish a minimum and maximum percentage of the “Base Price” within which tickets may be traded on the Platform. The Base Price is defined as the nominal value (including the service fees of the Primary Ticket Seller and those of the Organizer) or the last released ticket price in the highest price category published by the Organizer (including the aforementioned fees).
- 7A.11 The determination of the minimum and maximum ticket prices is at the sole discretion of the Organizer, subject to the necessary transparency for both the Buyer and the Seller. This includes, among other things, clearly stating the Base Price of the ticket and any surcharges. The Organizer reserves the right to adjust, amend, or remove the minimum price based on market conditions, legal requirements, or other relevant considerations. Such adjustments may be made without prior notice, provided they are in accordance with applicable laws and regulations.
- 7A.12 Ticket price limits may be determined based on the final pricing tier of ticket sales for an event, wherein tickets are sold at the highest standard price prior to the event. This stage follows earlier pricing tiers such as early bird or regular sales and reflects the last publicly available ticket price as set by the Organizer before the event.

- 7A.13 For each ticket in respect of which a purchase agreement is concluded, the Seller shall owe the Organizer an amount equal to 5% of the Sale Price (inclusive of VAT) ("Distributed Ticket Service Fee"). By entering into the Ticket Agreement, the Seller authorizes Stripe to withhold this amount from the received Sale Price and remit it to the Organizer. The Seller will therefore receive 95% of the Sale Price. In certain countries where price restrictions apply to the sale or resale of tickets, it is permitted to add an organizer fee for the Organizer's services. The Organizer will inform the Seller of such arrangements.
- 7A.14 The Buyer may pay for a ticket online using the available payment methods. The Organizer's service fee for the purchase of a ticket amounts to 10.21% of the Sale Price (inclusive of VAT) ("Generated Ticket Service Fee"). Depending on the country and currency of the event, a minimum amount of this service fee may apply. For certain events, different service fees may apply as specified by the Organizer.

Article 8. Searches and Camera Surveillance

- 8.1 The Organizer has the right to (have) Visitors of the Event searched and their belongings inspected prior to entry and/or during the Event. A Visitor who refuses to submit to such searches may be denied entry to the Event or may be immediately removed, without any right to a refund of the Ticket price.
- 8.2 Cameras may be present at the Event Site/location where the Event takes place, recording images for the purposes of supervision and safety, and for identifying offenders of the rules and regulations set forth in these General terms and Conditions of by law. Both video and any audio recordings made in this context may, if necessary, also be used for the purposes described above.

Article 9. Prohibited Items

- 9.1 It is prohibited to bring to, possess at, or use at the Event Site professional photo, film, drone and/or sound and/or other recording equipment of any kind (unless explicitly authorized in advance by the Organizer), glassware, (seating) furniture, coolers, personal food and beverages (including alcohol), umbrellas, selfie sticks longer than 1.5 meters when extended and/or constructions not intended for that purpose, bicycles and other vehicles, drugs (including those listed on Schedules I and II of the Dutch Opium Act), nitrous oxide (cartridges), fireworks, animals (with the exception of service animals) weapons and/or dangerous objects (including but not limited to aerosols or CS gas).
This also applies to wearing, carrying, bringing, or possessing – at the discretion of the Organizer – club clothing and/or any other clothing, texts or symbols that could be considered offensive, discriminatory, insulting, inciting aggression or unrest among other Visitors, or containing political expressions.
- 9.2 By way of exception to the first paragraph of this article, medication, food and liquids necessary due to allergies or illness may be brought onto the Event Site in combination with a medical passport. The Organizer may set a maximum for such items. The Organizer is at all times entitled to refuse certain items. A medical passport is available from any pharmacy; please take into account an application period of approximately three weeks.
- 9.3 In the event of a violation of these provisions, the offender may be denied further access to the Event by the Organizer or handed over to the police. The Organizer also reserves the right to impose a fine of up to €5,000.- depending on the severity of the violation and the potential

consequence. Any damages (including personal injury) will be recovered from the person responsible.

- 9.4 In the event of a violation of these provisions, prohibited items may be confiscated. If cooperation with confiscation is refused, access to the Event Site may be denied by the Organizer. Confiscated items will not be returned.

A Visitor who is denied (further) access to the Event or removed from the Event Site has no right to any compensation for damages they may suffer as a result and has no right to a refund of the registration fee or Ticket price. The Organizer cannot be held liable for any damages the Visitor may have suffered in this respect.

Article 10. Prohibited conduct

- 10.1 All everyday societal norms and values apply on the Event Site. Threatening or using violence, damaging and/or vandalizing materials, climbing on materials or tents, making discriminatory remarks verbally or by gesture, sexual harassment, urinating in public, throwing beer, and throwing mud are strictly prohibited.
- 10.2 Consumption of alcohol by persons under the legal age is not permitted, nor is providing alcohol to such persons. Drugs are prohibited on the Event Site. The possession and/or use of other psychoactive substances (including nitrous oxide) on the Event Site is also prohibited. Upon detection of the use and/or possession of soft or hard drugs and/or other psychoactive substances, or the trading thereof, the individual will be immediately detained and handed over to the police.
- 10.3 Smoking (including e-cigarettes) is not permitted in festival tents or other enclosed festival spaces. The Organizer will make reasonable efforts to inform Visitors about the smoke-free nature of these areas but cannot guarantee that the Event will be entirely smoke-free. The Event not being completely smoke-free does not entitle the Visitor to a refund of the Ticket price or any other compensation.
- 10.4 Visitors must respect nature and the environment. Entering ponds (unless clearly indicated otherwise) or causing damage to nature and the environment is prohibited. Discarding (lit) smoking materials is prohibited due to fire risk.
- 10.5 Distributing leaflets, flyers, and/or trading goods on the Event Site and in its immediate surroundings is prohibited unless written permission has been granted by the Organizer.
- 10.6 Upon violation of these provisions, the offender may be denied further access to the Event by the Organizer without any right to a refund of the Ticket price or may be handed over to the police. The Organizer also reserves the right to impose a fine up to €5,000.- depending on the severity of the violation and the potential consequences. Any damages (including personal injury) will be recovered from the person responsible.
- A Visitor who is denied (further) access to the Event or removed from the Event Site has no right to any compensation for damages they may suffer as a result and has no right to a refund of the Ticket Price. The Organizer cannot be held liable for any damages the Visitor may have suffered in this regard.

Article 11. Film and video recordings

- 11.1 Recording the Event in a professional and/or commercial manner without the Organizer's express prior written consent, in any form whatsoever – including photography, filming

(including drones), and making audio and/or video recordings – is prohibited. The same applies the reproducing or extracting content from the program booklet, posters, or other printed materials.

- 11.2 Drones are explicitly not allowed in, on or around the Event Site.
- 11.3 If a Visitor records part of the Event using non-professional recording equipment (such as a smartphone), such recordings are strictly for personal use and may not be exploited or publicly shared for commercial purposes in any way.

Article 12. Additional regulations

- 12.1 Visitors to the Event are always required to comply with the regulations, house rules, and/or any amendments thereto, as well as any instructions from the Organizer, the operators of the Event venue, security personnel, the fire department, the police, and other authorities.
- 12.2 Specific rules may apply to the Event Site or venue for each Event. These rules are published on the Event Site and/or the website and, to the extent possible, made available prior to the Event on the website.
- 12.3 In cases where a Visitor does not, does not fully, or does not timely comply with the house rules and (whether on-site or otherwise) instructions, Article 6.5 of these General Terms and Conditions shall apply in full.

Article 13. Denial of Access

The Organizer reserves the right to invalidate the Ticket of certain persons, deny them (further) access to the Event, remove them from the Event, and/or hand them over to the police if, in the Organizer's opinion, this is necessary to maintain public order and safety during the Event and/or if a violation of any provisions of these General Terms and Conditions occurs.

If a Visitor causes damage to materials or persons on the Event Site, the Visitor is personally liable, and any resulting (personal injury) damages will be recovered from the responsible party.

Also if it is suspected that a Ticket is forged, the Organizer is entitled to deny the holder of that Ticket (further) access to the Event. A Visitor whose Ticket has been invalidated, who has been denied (further) access, or who has been removed from the Event has no right to claim compensation for any damages that may be incurred and is not entitled to a refund of the Ticket price.

Article 14. Own risk / Liability

- 14.1 Entering the Event Site and attending the Event is entirely at the Visitor's own risk..
- 14.2 If it is legally established that the Organizer is liable for damages in connection with the agreement with the Organizer or on any other basis, such liability – including any payment obligation pursuant to articles 6:230 BW and/or 6:271 BW of the Dutch Civil Code – shall at all times be limited to what is stipulated in this article or elsewhere in these General Terms and Conditions.
- 14.3 The Organizer can expressly not be held liable for theft and/or loss of Visitor's property at the Event Site.
- 14.4 The Organizer is only liable for damages suffered by the Visitor that are the direct result of an attributable failure by the Organizer. The Organizer's total liability is always limited to compensation of reasonable, demonstrable, and direct out-of-pocket damages and costs of the Visitor, provided that such liability is always limited to the amount paid out under the

Organizer's liability insurance, except in cases of intent or gross negligence on the part of the Organizer.

- 14.5 In the event that the Organizer's liability insurer does not provide coverage for any reason whatsoever, the liability – including any payment obligation pursuant to articles 6:230 BW and/or 6:271 BW of the Dutch Civil Code – shall be limited to the net invoice value/cost of the tickets to which the damage-causing event relates or is connected.
- 14.6 If the Organizer engages subordinates, non-subordinates, auxiliary persons, this parties, and/or other persons, either directly or indirectly, in the performance of the agreement, any liability of the Organizer pursuant to articles 6:76 BW, 6:170 BW; 6:171 BW, and 6:172 BW of the Dutch Civil Code is excluded, and the Organizer shall not be liable for damages caused by such persons.
- 14.7 The Visitor is expressly aware that loud music will be played during the Event. The Organizer shall comply with the sound level limits set in the applicable permits but cannot exclude the possibility that the program offered may have a negative effect on the Visitor's hearing. The Organizer therefore advises Visitors to take hearing protection measures.
- 14.8 The use of the public Wi-Fi network on the Event Site is optional and entirely at the Visitors' own risk. The use of the public Wi-Fi network for activities prohibited by law and cybercrime is not allowed. In the Event of a violation, the Visitor may be denied access to the Event Site by the Organizer, and the police may be involved. The Organizer accepts no liability for (consequential) damages suffered by Visitors and/or third parties as a result of the use of its public Wi-Fi network.
- 14.9 The limitation of the Organizer's liability as set out in these General Terms and Conditions shall also be deemed to have been granted to third parties involved in the provision of Tickets sold and/or issued by the Organizer.
- 14.10 The ticket purchaser of Tickets sold and issued by the Organizer shall indemnify the Organizer against all third-party claims for damages for which the Visitor is liable to such third parties under the law. The Visitor shall compensate the Organizer for any damages, including all legal costs incurred by the Organizer, resulting from any such third-party claim.

Article 15. Program

The Organizer will endeavour to ensure that the event program is carried out as closely as possible in accordance with the announced schedule. However, the Organizer is not liable for deviations from the program or for any damages that may arise for Visitors and/or third parties as a result thereof. The Organizer is not liable for the content and execution of the event program, expressly including the length of the program/performances by artists. The opening hours of the Event Site, wherever stated, are subject to change.

Article 16. Cancellation or postponement in case of Force Majeure

- 16.1 In the event of force majeure, as generally understood in legal practice and in the broadest sense of the word, the Organizer has the right to reschedule the Event to another date and/or location, or to cancel the event altogether. Force majeure shall in any case include, but is not limited to: impediment due to illness and/or cancellation of artist(s) and/or supplier(s), government measures, pandemics and/or epidemics, (extreme) weather conditions or the threat thereof, fire, theft, flooding, riots, civil commotion, acts or threats of war/terrorism, actions by police and/or fire services, strikes, transport difficulties, and other serious

disruptions to the organization of the Event. It also includes circumstances where the required permits are not granted or are revoked, or where (part of) the Event must be cancelled by order of the competent authority, as well as all other events beyond the Organizer's control which prevent it from fulfilling its obligations under the agreement and which cannot reasonably be attributed to it.

- 16.2 The Organizer is not liable for damages arising from cancellation or rescheduling as described above. In the event of rescheduling or cancellation, the Organizer will make every effort to publicize such changes in the manner it deems appropriate, including publication of applicable refund deadlines on the website. Only in the case of full cancellation will the Organizer refund the ticket price stated on the Ticket – excluding service charges and any travel or accommodation expenses – upon request by the Visitor. This applies only if the Ticket was purchased directly from the Organizer and not if it was purchased through a (Organizer-authorized) third-party sales platform, such as an online “secondary ticket” marketplace.
- 16.3 The Organizer further reserves the right to suspend the performance of (part of) the Event after it has commenced, for as long as force majeure situation as described in paragraph 1 occurs, without any obligation to pay compensation or provide partial refunds for the duration of such suspension. If the Event must be cancelled after it has commenced due to or in connection with force majeure, the Organizer shall only be obliged to refund a portion of the Ticket price, as determined by the Organizer, provided that the Ticket was purchased directly from the Organizer and not through a (Organizer-authorized) third-party sales platform.
- 16.4 If the Event is rescheduled by the Organizer to another date or location as a result of force majeure, the Ticket will remain valid for the new date or location. If the Visitor is unable to attend the Event on the new date, they are entitled to return their Ticket to the Organizer in exchange for a refund of the Ticket price (excluding service charges) paid through the official (pre)sale outlet. Such refund will only be granted if the Visitor submits a valid and undamaged Ticket to the Organizer in due time, as specified on the website. This explicitly does not apply to Tickets purchased through a (Organizer-authorized) third-party sales platform. A change of location of the Event as referred to in this article does not entitle the Visitor to return their Ticket, and in such case no refund of the Ticket price will be made.

Article 17. Audio and visual recordings

- 17.1 The artists, partners, and the Organizer are entitled, for commercial purposes, to make or have made audio and/or visual recordings of the Event and its Visitors, and to reproduce and/or make such recordings public in any form and in any manner whatsoever. This right applies in the broadest sense of the word, without the Organizer or any company affiliated with it being required to pay any compensation to the Visitor.
- 17.2 The Visitor hereby irrevocably waives any interest they may have in the aforementioned recordings. Insofar as the Visitor holds any neighbouring rights, copyright, and/or portrait rights in respect of such recordings, the Visitor hereby transfers such rights without limitation to the Organizer and irrevocably waives any moral rights and/or undertakes not to invoke them. Should such transfer not be valid in advance under the applicable law, the Visitor is obliged, at the first request of the Organizer, to grant the necessary written consent and/or sign a deed of transfer by which the aforementioned rights are transferred free of charge to the Organizer.

Transportation

Article 18. Transportation

The Organizer does not provide transportation to or from the Event. For information on transportation options, reference is made to the official website of the Amsterdam Dance Event. The Organizer is not responsible for, nor can it be held liable for, any damages, costs, or other consequences that may directly or indirectly result from transportation issues or the use of third-party transportation services.

Final Provisions

Article 19. Force Majeure

Without prejudice to any other rights it may have, the Organizer shall, in the event of force majeure, have the right to suspend the performance of any agreement or to terminate it extrajudicially, without being obliged to pay any compensation for damages. Force majeure shall mean any failure that cannot be attributed to the Organizer because it is not due to its fault, nor for its account under the law, a legal act, or generally accepted standards in society, as described in article 16.

Article 20. Information on the website

Although the Organizer exercises great care and attention in providing information on the event's website, it cannot guarantee the nature or content of such information and shall in no way be liable for the content or any consequences arising from its use. Insofar as this concerns the website of the Amsterdam Dance Event itself, or hyperlinks on the Organizer's own website leading to offers, products, material, or a website of a third party, the Organizer is neither responsible nor liable for the functioning of such hyperlink, nor for the access to or the content of the information on such third-party website.

Article 21. Liability for use of the website

- 21.1 The Organizer shall never be liable to the Visitor or to third parties for errors, inaccurate information, or data on any website, except in cases of intent or deliberate recklessness towards the Visitor. Neither the Organizer nor any third party involved in the performance of any service or agreement shall ever be liable for damages, costs loss of profit, loss, consequential damages, loss of privacy, or loss of data arising from any direct or indirect use or the functioning of the website.
- 21.2 The Organizer expressly does not guarantee to the Visitor that the website, any part thereof, or any related functions will always operate flawlessly, function in accordance with their description, or be available for use. Due to the nature of internet connections and the involvement of many unknown third-party users, as well as potential attacks by hackers or others, the Organizer cannot guarantee that the website or the server it uses will always be free of viruses, bugs, or other error or defects. The Visitor is also required to take reasonable measures to ensure that their computer is protected against viruses and similar threats.
- 21.3 The Organizer shall never be liable for the Visitor following any link or hyperlink to a third-party website or for the Visitor entering into an agreement with such third party. Furthermore, the Organizer shall never be liable for messages posted by others on any forum or via any social medium that cause the visitor any material or immaterial damage.

Article 22. Personal data

The Organizer processes personal data of customers and Visitors (of its website) in accordance with its privacy policy and in compliance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act. The aforementioned privacy policy is available via the website.

Article 23. Intellectual property rights

- 23.1 All content published on the website, social media, and disclosed at or in relation to the Event, including but not limited to music files, artists and label names, streams, downloads, software, designs, drawings, logos, and trademarks, is the intellectual property of the Organizer or any of its licensors, by virtue of law or agreement.
- 23.2 The Visitor must at all times acknowledge and respect these intellectual property rights and comply with all restrictions imposed by law on the use of protected works. Nothing in these General Terms and Conditions is intended to transfer or license any intellectual property rights to the Visitor.
- 23.3 For any use, the provisions of the Copyright Act (Auteurswet) and other intellectual property laws shall always apply in full and prevail over these usage rules:
- a) The Visitor is only permitted to make normal private use of a product after having lawfully paid for it in the manner indicated on the website. Any action by the Visitor that circumvents, alters, or otherwise avoids the payment process is prohibited. The Visitor is prohibited from reproducing, altering, uploading, publicly performing, exhibiting, making available to third parties, executing, (re)selling, or misusing any download or other material from the website, as all such acts are reserved to the rights holders. The Visitor is prohibited from modifying, circumventing, decrypting, encrypting, or disrupting software, files, or payment processes;
 - b) permitted is the normal use by the Visitor of any product file that has been lawfully purchased, following the procedures indicated on the website. It is allowed to make a private copy of (music) files that have been lawfully downloaded and purchased, or a copy on another computer, provided that such use is exclusively private and non-commercial. Under no circumstances is it permitted to make copies available to third parties;
 - c) the protected components of the website explicitly include the security methods embedded in software;
 - d) the delivery of any file purchased by the Visitor does not entail any transfer or license of rights to the Visitor for promotion or commercial exploitation of that file.
- 23.4 In the event that a Visitor is found to be in violation of statutory rules, the Organizer reserves the right to inform the relevant rights holder, who may initiate legal action against the Visitor. Bij een geconstateerde overtreding van een Bezoeker van de wettelijke regels behoudt de Organisator zich het recht voor hiervan de rechthebbende, die juridische actie jegens de Bezoeker kan instellen, op de hoogte te stellen van de overtreding.

Article 24. Applicable law

- 24.1 These General Terms and Conditions are governed by Dutch law. The District Court of Zutphen has jurisdiction to hear disputed relating to these General Terms and Conditions, any agreement, or the performance thereof, unless another court is competent under mandatory statutory provisions.

- 24.2 The Dutch (language) version of these General Terms and Conditions shall at all times prevail. Insofar as the English version gives rise to ambiguities or inaccuracies due to differences between Dutch and English law, the Dutch-language version and Dutch law shall prevail, in line with the intent of these General Terms and Conditions.
- 24.3 If any provision of these General Terms and Conditions should conflict with any statutory provision, this shall not affect the validity of the remaining provisions. The relevant provision shall lapse and be replaced with a provision that, in terms of content and nature, comes as close as possible to the provision being replaced and is legally permissible.
- 24.4 Complaints regarding ticket sales may be submitted via email to tickets@feestfabriek.nl. Other complaints may be submitted via email to info@feestfabriek.nl. Upon receipt of the email, i twill be answered as soon as possible with a description of the further handling process and, if applicable, the timeframe involved.
- 24.4 If a dispute arises between the Visitor and the Organizer concerning an online purchase and the dispute cannot be resolved directly between the Visitor and the Organizer, the Visitor has the option to explore alternative dispute resolution options via the following link: https://consumer-redress.ec.europa.eu/index_en.