

Chamber of Commerce number 51587793, filed with the Chamber of Commerce dated November 1<sup>st</sup>, 2020.

### **Article 1 – Applicability**

- 1.1 These General Terms and Conditions for Admission Tickets to Events (hereinafter referred to as 'Terms and Conditions') are applicable to every offer and every agreement that is concluded between Greenhouse Talent Netherlands B.V. (hereinafter referred to as: 'GHT') and the person who buys an admission ticket with regard to an event organised by GHT (hereinafter referred to as: the 'visitor'). These General Terms and Conditions also apply if these agreements are concluded via an official ticket sales organisation engaged by GHT for the event concerned.
- 1.2 Event in these General Terms and Conditions is understood to refer to: an organised event of a musical, cultural, sporting and/or recreational nature and/or other happening in the broadest sense of the word.
- 1.3 The location where the event is held in these General Terms and Conditions is understood to refer to: the actual location of the event, as well as all surrounding areas, spaces, fields, etc. that form part of the complex within which the event is held.
- 1.4 Deviations from these General Terms and Conditions are only binding if and insofar as GHT has explicitly agreed to them in writing.
- 1.5 The applicability of any General Terms and Conditions of the visitor are explicitly rejected by GHT.
- 1.6 In the event of conflict, the General Terms and Conditions of GHT shall prevail.
- 1.7 The General Terms and Conditions of the ticketing organization engaged by GHT for the relevant event also apply to the agreement. In case of conflict, GHT's General Terms and Conditions will prevail.

### **Article 2 – Formation of the agreement with regard to admission tickets**

- 2.1 The agreement with regard to visiting an event between GHT and the visitor is concluded the moment that the visitor buys an admission ticket for the event from GHT or a ticket sales organisation engaged by GHT.
- 2.2 An admission ticket may consist of a document provided by or on behalf of GHT, or a barcode provided by or on behalf of GHT. This barcode is a unique code.
- 2.3 The admission ticket is provided once-only and gives entry to one person.
- 2.4 The admission tickets are and will remain the property of GHT. Only admission tickets that are purchased from GHT or by advanced booking agencies engaged or recognised by GHT will be considered valid by GHT.
- 2.5 The admission ticket entitles the holder to attend the event. Only the holder of the admission ticket who first shows the admission ticket at the start of the event will gain admission. GHT may assume that the holder of this admission ticket is also the person entitled (the visitor) to it. GHT is not obliged to carry out further checks with regard to valid admission tickets. The visitor should ensure himself/herself that he/she is and remains the holder of the admission ticket provided by GHT or by a ticket sales organisation engaged by GHT.
- 2.6 From the moment that the admission ticket is made available to the visitor, the risk of loss, theft, damage or misuse of the admission ticket consequently lies with the visitor.
- 2.7 Once purchased, admission tickets will not be taken back by GHT and may not be exchanged, nor will a refund of the purchase price or reservation costs take place, unless determined otherwise in these General Terms and Conditions.
- 2.8 Only purchase from the ticket sales organisation recognised by GHT or from GHT guarantees the validity of the admission ticket. The burden of proof in this respect lies with the visitor.
- 2.9 The admission ticket that consists of a barcode will be provided to the visitor via electronic communication (email). If the visitor has chosen to receive the admission ticket in this way, the visitor must ensure that this admission ticket can be provided via electronic communication and that this can be provided in a secure manner. GHT cannot guarantee the confidentiality of the provided admission ticket nor the receipt of the admission ticket.

- 2.10 GHT reserves the right to set a maximum amount of admission tickets that can be reserved.
- 2.11 If the visitor is not satisfied with the services provided by GHT, the visitor may submit his/her complaint in writing (or via email) within 14 days after the event stating his/her customer number and/or order number. Complaints submitted after 14 days will not be taken into consideration. Complaints that are not submitted by the original visitor (the one that buys an admission ticket with regard to an event organised by GHT) will not be taken into consideration either. GHT will endeavour to handle the complaint within the statutorily required period of six weeks.

### **Article 3 – Ban on resale and suchlike**

- 3.1 The visitor is obliged to keep the admission ticket for an event to himself/herself; the visitor is not permitted in any way to resell admission tickets for an event to third parties, to offer them for sale or to offer them or provide them to third parties for commercial purposes.
- 3.2 The visitor is obliged with respect to GHT not to advertise in any way or make any (other) form of publicity in connection with the event or any part thereof.
- 3.3 The visitor who makes his/her admission ticket available to third parties, not within the context of commercial purposes, is also required to impose the obligations imposed on him/her, as set out in the preceding paragraphs of this article, on the person to whom he/she makes the admission ticket available and guarantees GHT that this person/these persons will fulfil these obligations. GHT can decide to sell personalized admission tickets by name. In that case, the admission ticket is non-transferable and - contrary to the above provisions - only the visitor has access. GHT is entitled (but not obliged) to check the identity of the holder of the admission ticket to determine whether it matches the name of the visitor, and if it does not match, to refuse the holder access to the event.
- 3.4 If the visitor does not fulfil his/her obligations as set out in the preceding paragraphs of this article and/or cannot guarantee this, the visitor will owe an immediately payable penalty of €10.000 per infringement to GHT and €5.000 for each day that the infringement has continued and continues, notwithstanding the right of GHT, moreover, to claim performance from the visitor and/or compensation for the damage suffered or still to be suffered.

### **Article 4 – Admission, stay and security**

- 4.1 The visitor is required, if requested to do so, to cooperate with searches and inspections of the (hand) luggage brought along prior to or for the duration of the event.
- 4.2 The visitor must have a valid and undamaged admission ticket both prior to the start and during the event, and as long as he/she is at the location where the event is being held. He/she is required to show the attendants and other authorised persons his/her admission ticket at the request of the site operator where the event is being held.
- 4.3 During his/her stay at the location, the visitor must behave in accordance with the applicable norms in terms of public order, public morality and decency. Furthermore, the visitor is obliged to behave in accordance with the house rules applied by GHT relating to the event concerned, as well as the house rules applied by the site operator. In this connection, the visitor is also required to follow the regulations and/or directions and instructions issued by the officers of GHT recognisable as such (including, but not limited to, the attendants, fire service and other authorised persons) or the site operator.
- 4.4 The visitor is obliged to identify himself/herself immediately on request, both during the visit to the event and when ordering the admission ticket, in order to enable GHT, among other things, to fulfil its statutory obligations within the context of events, including the obligation not to provide alcohol to persons younger than 18 years of age.
- 4.5 It is forbidden to bring handbags/purses and backpacks to the place where the event is being held. An exception to this rule is bags which are no larger than A4 size. Bags and backpacks that do not meet these requirements will be taken into custody.

- 4.6 It is forbidden to bring photo, film and other recording equipment (other than mobile phones) to the location where the event is taking place, at the risk of seizure for the duration of the event. Registration of the event in whatever form, including photographing, filming and making other (sound) recordings is prohibited as well as recreation and / or copying from the program (booklet), posters and other printed matter. All such records will be confiscated and destroyed without further ado.
- 4.7 Visitors are not permitted to bring animals or pets, glassware, plastic bottles, cans, fireworks, weapons or guns and/or dangerous objects, (hard) drugs, alcoholic drinks, nitrous oxide and food in whatever packaging to the site where the event is taking place, at the risk of seizure of these items, which may or may not be returned.
- 4.8 The visitor is not permitted, unless he/she has obtained prior written permission from GHT for this, to sell or offer for exchange goods of any nature at the location, or to supply them to third parties free of charge.
- 4.9 If the visitor after entering the site where the event is taking place, leaves this site, the admission ticket will lose its validity.
- 4.10 The visitor will be liable for all damage suffered by GHT as a result of breaching the provisions of this article.

#### **Article 5 – Rights of GHT**

- 5.1 In the event of infringement by the visitor of (one or more of) the provisions as specified in these General Terms and Conditions, GHT is entitled to invalidate the admission ticket or to refuse/deny the visitor (further) access to the event without the visitor being entitled to a refund of the amount that he/she paid for the admission ticket (including service charges) to GHT, whether or not via a ticket sales organisation.
- 5.2 GHT is entitled, without giving reasons, to refuse the visitor (further) access to the location or to remove him/her from the location (or have him/her removed), if a visitor does not behave himself/herself, that is to say exhibits annoying, disturbing misbehaviour (see also Article 4.3) or if GHT deems this reasonably necessary to maintain peace and order during the event. In that case, the visitor is not entitled to compensation of the purchase price of the admission ticket.
- 5.3 If it is likely that the admission ticket has been forged, GHT is entitled to refuse the holder of this admission ticket (further) access to the event, without the visitor or holder being able to claim any damage that he/she suffers as a result of this.
- 5.4 The artist and GHT are entitled to make (or have someone make) image and/or audio recordings of the event and to use these images/recordings for promotional purposes for themselves or for their partners or sponsors. This also includes (camera) recordings within the context of maintaining public order and safety at the location. Persons who appear in the recordings may not claim any compensation.
- 5.5 GHT is entitled to move visitors to other chairs and/or sections within the same ticket sales category prior to or during a concert without giving reasons. If a visitor is moved to another chair and/or section with a higher ticket sales value, no costs will be charged to the visitor for this move.
- 5.6 GHT is permitted to take additional (safety) measures per event. GHT will announce the implementation of such measures in a timely manner and communicate it to the visitor, for example by sending a mailing and / or placing a message on the website of the location. It is ultimately the visitor's responsibility to be aware of such additional measures.

#### **Article 6 – Force majeure**

- 6.1 In the event of force majeure in the broadest sense of the word, GHT is entitled to move the event to a later date or to cancel the event.
- 6.2 Force majeure within the meaning of this article includes (but is not limited to): any circumstance independent of the will of GHT, even if this was already foreseeable as a possibility at the time of the conclusion of the agreement between GHT and the visitor, that temporarily or permanently prevents performance of the agreement, as well as, insofar as not already included under this:

- a. cancellation by artist;
- b. war, war violence, civil war, epidemics, uprisings, riots, terror and terrorist threats;
- c. police and/or fire service action;
- d. work strikes;
- e. transport difficulties;
- f. fire;
- g. other serious disruptions within GHT and/or at the location;
- h. weather conditions;
- i. public transport not operating for whatever reason;
- j. the circumstance that an event cannot take place due to the fact that the permits required for the event were not granted or were withdrawn, or must be cancelled in accordance with an order from the competent authority given to that end.

6.3 If the event is cancelled by GHT as a result of or in connection with force majeure, GHT will only be required to refund the price as specified on the admission ticket, regardless of which price the visitor paid for the admission ticket. Refunds will be given within a reasonable period of time after the cancelled date via the ticketing organization engaged by GHT, or if the entrance ticket was purchased directly from GHT at GHT, after presentation of a valid and undamaged entrance ticket for the (cancelled) event by the visitor to this ticketing organization. or GHT, depending on where the ticket was purchased Miscellaneous damage will not be compensated, nor may the visitor claim (replacement) admission to another event.

6.4 If the event is moved to another date by GHT as a result of or in connection with force majeure, the admission ticket will remain valid for the new date on which the event will take place. Should the visitor not be able or want to visit the event on the new date, he/she is entitled to submit his/her admission ticket, depending on where he/she purchased the admission ticket, to GHT or the ticket sales organisation engaged by GHT for a refund of the fee which is specified on the admission ticket, regardless of which price the visitor paid for the admission ticket. This refund will only take place if the visitor submits a valid and undamaged admission ticket to GHT or the ticket sales organisation engaged by GHT in a timely fashion, once again depending on where he/she purchased the admission ticket.

If the event is moved to a later date, the visitor may not claim a refund of the aforementioned fee, if he/she has not submitted the admission ticket concerned, depending on where he/she purchased the admission ticket, to GHT or the ticket sales organisation engaged by GHT within four weeks after the rescheduled date on which the event takes place. If the event is moved to an earlier date than specified on the admission ticket, the right of the visitor to a refund of the fee will cease to apply if he/she does not submit his/her admission ticket within four weeks after the (old) date as specified on the admission ticket, depending on where he/she purchased the admission ticket, to GHT or the ticket sales organisation engaged by GHT.

#### **Article 7 – Liability of GHT**

7.1 If GHT is obliged to pay compensation towards the visitor for damage suffered by the visitor, GHT is only obliged to compensate the damage up to a maximum amount of twice the ticket price as stated on the ticket of the event that led to the damage. If the liability for the damage is covered under insurance and this insurance proceeds to pay out in a specific case, GHT's liability in that case will in no case exceed the payment that is paid out under the insurance, plus the amount of GHT's own risk under the relevant insurance. The liability of GHT will, in any case, be excluded for (but not limited to):

- a. damage to hearing and/or eyesight, for example, and other physical impairments caused by entering the location where the event takes place and attending the event. This entrance and attendance takes place at the risk of the visitor;
- b. GHT accepts no liability whatsoever for damage as a result of actions of third parties, including third parties engaged by GHT, such as suppliers, hirers/lessees of parts of the location and the persons engaged by these third parties;

- c. damage resulting from the visitor not following instructions given by officers engaged by GHT and non-compliance with general norms of public order, safety and decency;
  - d. damage resulting from loss of, damage to or theft of goods belonging to the visitor and brought to the location;
  - e. damage of the visitor that is caused by loss of or damage to the admission ticket;
  - f. (consequential) damage resulting from non-foreseeable changes to the start and end times of the event;
  - g. damage caused in any way by other visitors to the event;
  - h. damage directly or indirectly caused to whoever or whatever as a direct or indirect result of any fault, any quality or circumstance to, in or on any movable or immovable property of which GHT is the holder, lessee, hirer or owner or that is otherwise at the disposal of GHT;
  - i. consequential damage and indirect damage or loss of profits on the part of the visitor.
- 7.2 GHT will strive to ensure the programme is executed according to the announced time schedule as far as possible. It is not, however, liable for deviations therein and for the (possible) damage to the visitor and/or third parties that may arise as a result of that. Starting times as specified on admission tickets are subject to approval. The visitor is obliged to regularly check (via [www.greenhousetalent.nl](http://www.greenhousetalent.nl)) whether the starting time has been changed.
- 7.3 Furthermore, GHT is not liable for the content and manner of execution of the event programme, explicitly including the length of the programme, nor is GHT liable for changes in the programme of festivals.
- 7.4 The exclusions and limitations of liability included in this article also apply to employees of GHT and/or third parties engaged by GHT.
- 7.5 The limitations of liability included in paragraphs 1, 2 and 3 of this article do not apply to GHT if it can be blamed for intent or deliberate recklessness with regard to the occurrence of the damage.

#### **Article 8 – Personal data**

- 8.1 GHT processes personal data of customers and visitors to its websites in accordance with its privacy statement and in accordance with the General Data Protection Regulation and the General Data Protection Regulation Implementation Act. The aforementioned privacy statement is available at [www.greenhousetalent.com/nl/privacy](http://www.greenhousetalent.com/nl/privacy).

#### **Article 9 – Final provisions**

- 9.1 GHT is entitled to amend these General Terms and Conditions. In that case GHT will inform the customer in a timely manner.
- 9.2 These General Terms and Conditions and any agreement that exists between the visitor and GHT shall be governed by Dutch law.
- 9.3 All disputes that may arise as a result of the agreement between GHT and the visitor or any ensuing agreements will exclusively be settled by the competent court in Rotterdam. GHT is authorised to designate another legally competent court at all times.