



Sworn translation from the Dutch language

GENERAL CONDITIONS FOR VISITORS OF THE STAGES AND FESTIVALS AFFILIATED WITH THE VERENIGING NEDERLANDSE POPPODIA EN -FESTIVALS [ASSOCIATION OF DUTCH POP STAGES AND FESTIVALS] (VNPf)

Filed with the registry of the Amsterdam District Court on April 15 2013 under number 46/2013.

Article 1 Applicability

- 1.1 These General Conditions for Visitors are applied by all Dutch pop stages and festivals (hereinafter called the Company) that are affiliated with the Vereniging Nederlandse Poppodia en -Festivals (VNPf), if and in so far this Company has declared these General Conditions for Visitors applicable. An up-to-date list of affiliated companies may be requested from the VNPf, Funenpark 1, 1018 AK Amsterdam, www.vnpf.nl
- 1.2 These General Conditions for Visitors apply to each offer from and to each agreement concluded between the Company and the person who (hereinafter called: the "Customer") orders/buys an admission ticket in respect of an event organized by the Company. These general conditions also apply if this agreement is concluded via an official (advance) sales organization (*hereinafter called: "(advance) sales address"*) engaged for the relevant event. These General Conditions for Visitors apply in addition to everyone who attends any event in the building or on the site without the person concerned having concluded an agreement with the Company directly or indirectly.
- 1.3 In these general conditions event means (musical)performances and /or other happenings in the broadest sense of the word.
- 1.4 In these General Conditions for Visitors the site where the event is held means the actual site of the event as well as all the grounds, spaces, fields etc. around it that form part of the complex inside which the event takes place.
- 1.5 The applicability of any general conditions of the Customer is explicitly rejected .

Article 2 – Conclusion of the agreement/admission tickets

- 2.1 All the offers, (programme) announcements, communications made by the Company or third parties, or information and quotations provided otherwise are without engagement and the Company is not obliged to sell an admission ticket to a Customer.
- 2.2 The agreement between the Company and the Customer is concluded at the time that the Customer buys an admission ticket for the event with the Company or with an(advance)sales address.
- 2.3 An admission ticket may consist of a physical or digital document supplied by or on behalf of the Company, provided with a digital code that can be read by a scanner or a digital code supplied by or on behalf of the Company that can be read by a scanner. The digital code is a unique code.
- 2.4 The admission ticket is supplied once-only and gives access to one person.
- 2.5 The admission tickets are and remain the Company's property. A valid admission ticket entitles the holder to attend the event. Access is given only to the holder of the admission ticket who shows the

admission ticket first on commencement of the event. The Company may assume that the holder of this admission ticket is also the person entitled to it (the Customer). The Company is not obliged to perform any further verification in respect of valid admission tickets. The Customer himself/herself must ensure that he/she is and remains the holder of the admission ticket issued by the Company.

- 2.6 From the time that the admission ticket has been made available to the Customer, the Customer bears the risk of loss, theft, damage or misuse of the admission ticket. The Customer receives the admission ticket from the Company or the (advance) sales address in such a condition that the Company will be able to check its authenticity/validity in a simple manner. At the Company's first request the Customer is obliged to show the admission ticket in the same condition prior to the event. If, for example on account of damage, the admission ticket cannot be checked for authenticity/validity anymore, the Company is entitled to refuse admission.
- 2.7 Only purchase from (advance) sales addresses or from the Company guarantees the validity of the admission ticket. The burden of proof in respect of the purchase from an (advance) sales address or the Company rests with the Customer.
- 2.8 The admission ticket consisting of a physical or digital document provided with a digital code that can be read by a scanner or a supplied digital code that can be read by a scanner will inter alia be provided to the Customer through electronic communication. If the Customer has chosen to receive the admission ticket in this manner the Customer must ensure that this admission ticket can be provided via electronic communication and that it can be provided in a safe manner. The Company cannot guarantee the confidentiality of the admission ticket provided nor its receipt.
- 2.9 If the Customer has chosen to receive the admission ticket through the post, the Customer must ensure that this admission ticket can be provided and that it can be provided in a safe manner. The Company cannot guarantee the confidentiality of the admission ticket provided nor its receipt. If the admission ticket has not been received, it is not the Company's responsibility. In that case the Customer must apply to the Company or the (advance) sales address where the admission ticket was bought in a timely manner, that means at such point in time prior to the commencement of the event that the Company can invalidate the admission ticket bought in a timely manner and can provide a new admission ticket, on submission of reliable items of evidence, failing which the Company is entitled to deny access to the Customer.
- 2.10 The Company reserves the right to set a maximum to the number of admission tickets that can be ordered by each Customer and the Customer is then obliged to comply with the maximum set by the Company.
- 2.11 An admission ticket does not entitle to access after the end of the relevant event.
- 2.12 The Company or the (advance) sales address are entitled to charge the Customer on top of the price for the admission ticket a fee to cover the costs involved with the conclusion of the agreement (hereinafter: service charges). Service charges never qualify for a refund.
- 2.13 The Company is entitled to connect the condition to the right of admission that the Customer, prior to the attendance of the event, becomes a member of the Company against payment.

Article 3 – Prohibition on resale

- 3.1 The Customer is obliged to keep the admission ticket for an event for his/her own use and may therefore not resell it to third parties, offer it for sale or provide it for commercial purposes in any manner whatsoever.
- 3.2 The Customer is not allowed to advertise or make any other form of publicity in connection with the event and/or a part thereof if this happens with the intention to (re)sell the admission ticket. The Company's opinion that the intention is aimed at (re)sale is binding.
- 3.3 The Customer is allowed to make his/her admission ticket available to third parties for free, provided this is not done within the context of commercial purposes and provided that he/she imposes the obligations imposed on him/her as a Customer, as expressed in these General Conditions for Visitors, including the prohibition on resale, also on the person to whom the admission ticket is made available and guarantees vis-à-vis the Company that this person/these persons will comply with these obligations.
- 3.4 If the Customer does not comply with his/her obligations as expressed in the previous paragraphs of this article and/or an infringement of a guarantee occurs, the Customer will owe the Company an immediately payable penalty of € 10,000.-- for each violation (for each admission ticket) and a penalty of € 5,000.-- for each day that the violation has continued or continues, without prejudice to the Company's right to demand in addition compliance from the Customer and/or (instead of the penalty) compensation of the loss or damage suffered or to be suffered.
- 3.5 An admission ticket that has been/is resold and/or used for commercial purposes can be invalidated by the Company. An invalidated admission ticket does not entitle to admission of the event, without the Customer and/or the holder having any right to a refund and/or compensation.

Article 4 – The Customer's other obligations

- 4.1 Both during the attendance of an event and when ordering the admission ticket, the Customer is obliged to identify himself/herself upon first request in order to enable the Company among other things to comply with its legal obligations within the context of events, including the obligation not to serve alcohol to persons under the age of 16 years and not to serve strong alcoholic beverages to persons under the age of 18 years.
- 4.2 Unless otherwise organized by the Company, the Customer must possess a valid and intact admission ticket both before the commencement and during the event and as long as he/she is present on the site where the event is held. On request of the operator of the site where the event is held, the stewards and other authorized persons, the Customer is obliged to show his/her admission ticket.
- 4.3 If so requested, the Customer is obliged to cooperate in a (body) search (including any hand luggage brought along) when attending the event.
- 4.4 During the Customer's stay on/at the site where the event takes place, the Customer must behave in accordance with the Company's house rules. The Customer is obliged to comply with the instructions and/or directions from the officials appointed by the Company, the operators of the site where the event is held, the stewards, the fire brigade and other authorized persons.
- 4.5 The Customer is among other things not allowed:
 - a) To bring along photo, film and other recording equipment to the site where the event takes place, on pain of confiscation for the duration of the event.
 - b) To record the event in any form whatsoever, including photographing, filming and making any other type of sound and/or image recording, as well as reproduction of and/or copying from the programme, posters and other printed matter. All such recordings will be confiscated and unconditionally destroyed.

- c) To smoke on the site where the event is held.
- d) To bring along glassware, plastic bottles, cans, firework,(fire)arms and/or dangerous objects and/or food and/or (alcoholic) drinks to the site where the event is held, on pain of confiscation of these items.
- e) To bring along drugs to the site where the event takes place, on pain of confiscation of these items and in some cases apprehension and reporting to the police.
- f) At the discretion of the persons appointed for this purpose by the Company, to bring along dangerous and/or for the visitors irritating objects or substances to the site where the event takes place, on pain of confiscation of these items.
- g) To wear face covering clothing, this for security reasons. A customer whose face is not visible may be denied access to the location.
- h) To bring along large rucksacks/bags, child carriers on the back, prams or other large objects to the locations where the programme is presented.
- i) To cause damage to the site where the event takes place. The Customer is liable for all the damage caused by him/her on or to the site where the event takes place.
- j) To offer goods of any nature whatsoever for sale to third parties or to provide them for free.
- k) To hinder other customers, including but not limited to improper behaviour (including molestation) and theft.

Article 5 – The Company's rights

- 5.1 In the event of violation by the Customer of (one or more of) the provisions as mentioned in these General Conditions for Visitors, the Customer will be in default by operation of law without any further notice of default being required and the Company will be entitled to dissolve the purchase immediately and without any judicial intervention and/or to deny the Customer access to the event, for instance by invalidating the admission ticket. In the situation(s) referred to in the previous sentence the Customer is not entitled to any refund of the amount paid (including any service costs) by him to the (advance) sales address/the Company for the admission ticket and/or any other compensation. An invalidated admission ticket gives no right (anymore) to admission to the event. Holders of invalidated admission tickets are not entitled to any refund or other compensation.
- 5.2 The Company is entitled to refuse the Customer, who has violated the rules from these General Conditions for Visitors during one or more previous visits to the site where the event is organized, or if there is justified fear for damage by the Customer in another manner, access to the site where the event is held permanently or for a definitive period. The Company reserves the right to deny the Customer (further) access to the event or to remove him/her from the site where the event takes place if the Company considers this reasonably necessary to maintain peace and order during the event.
- 5.3 If an admission ticket is likely to be counterfeited, the Company is entitled to refuse the holder of this admission ticket (further) access to the event and to invalidate the admission ticket without the Customer or this holder being able to claim any loss or damage that he/she suffers as a result.
- 5.4 The artist, the organizer who hired the location from the Company, and/or the Company are entitled to (have others) make image and/or sound recordings of the event and the site where this takes place, including the public, and also to publish and reproduce this. By means of attending the event persons who appear in the recordings give now and in the future permission for this, without laying claim to any compensation.
- 5.5 The Company is entitled to adjust the (regular) opening times to incidental exercises within the context of company emergency response arrangements (section 23 of the Working Conditions Acts) [Arbo-wet] or, in the event of a calamity, to a full or partial evacuation of the site where the event takes place, considered necessary by the Company. Such an adjustment of the (regular) opening times does not entitle the Customer to any refund of any admission price paid and/or compensation..
- 5.6 Camera surveillance is provided at the site where the event is organized. Camera images will be saved during a period to be determined by the Company and, if necessary, made available to the police.

- 5.7 If, in the Company's opinion, this is necessary in view of the maintenance of the order and peace, the Company is entitled to deny the Customer access to attend the event, without any right to refund of the paid amount and/or compensation, in the event that the Customer only arrives after commencement of the event.

Article 6 – Force Majeure

- 6.1 In addition to the meaning in legislation and case law, Force Majeure in these General Conditions for Visitors mean all the foreseen or unforeseen causes coming from outside, which the Company cannot influence, but as a result of which the Company is unable to fulfil its obligations. Force majeure means among other things: nuisance, inconvenience and/or unlawful acts caused by third parties, including other visitors and/or the performing artists, on account of maintenance activities, on account of improper functioning of facilities, on account of the presence of persons and/or objects blocking the free view, on account of simultaneous events and/or on account of the allocation and division of the standing places or seats. Errors made by third parties in, for example, announcements, communications and/or quotations in respect of the event also fall under force majeure. In the event of force majeure there is no right to refund and/or compensation.
- 6.2 In the event of force majeure in the broadest sense of the word, in this connection also including illness and/or cancellation by the artist(s), strikes, fire, poor weather conditions etc., the Company is entitled to reschedule the event to a later date or to cancel the event.
- 6.3 If, as a result of or in connection with force majeure, the event is cancelled by the Company before it has commenced, the Company will only be obliged to refund the Customer the amount that the Company has mentioned on the admission ticket, or failing this, the fee (excluding service charges) that the Customer has paid to the Company or the official (advance) sales address as mentioned in article 1.2. If an event, as a result of or in connection with force majeure, must be cancelled after it has commenced, the Company will only be obliged to a refund of part of the fee mentioned by the Company on the admission ticket, or failing this the fee (excluding service charges) that the Customer has paid to the Company or the official (advance) sales address as mentioned in article 1.1. Refunds will be effected at the latest twelve weeks after the cancelled date at an (advance) sales address, after presentation by the Customer of a valid and intact admission ticket for the (cancelled) event to this (advance) sales address. Service charges or other loss or damage will not be compensated. The Customer can neither claim (substitute) access to another event.
- 6.4 If the Company reschedules the event to another date as a result of or in connection with force majeure, the admission ticket remains valid for the new date on which the event will take place. If the Customer is unable or does not want to attend the event on the new date, he/she is entitled to return his/her admission ticket to an (advance) sales address in exchange for a refund of the fee as mentioned on the admission ticket by on or behalf of the Company, or failing this the fee (except the service charges) that the Customer paid to the official (advance) sales address as referred to in article 1.2. This refund will only be made if the Customer presents a valid and intact admission ticket to the (advance) sales address in a timely manner. If the event is rescheduled to a later date the Customer cannot claim refund of the above-mentioned amount if he/she has not presented the relevant admission ticket to the (advance) sales address within four weeks after the rescheduled date on which the event takes place or prior to the new date of the event if this takes place less than four weeks after the original date.

If the event has been rescheduled to an earlier date than the date printed on the admission ticket, the Customer forfeits the right to a refund if he/she does not return his/her admission ticket to an advance sales address within four weeks after the (old) date as mentioned on the admission ticket. Service charges or other loss or damage will never be refunded. The Customer can neither claim (substitute) access to another event.

Article 7 – The Company's liability

- 7.1 The Customer enters the site where the event takes place and attends the event at his/her own risk, in the sense that the Company is not liable for loss or damage arising from this entrance or attendance, including damage to hearing or vision and other physical disorders and/or injury, unless it is a case of intent or wilful recklessness on the part of the Company.
- 7.2 The Company is only be liable for direct loss or damage suffered by the Customer which is the immediate and exclusive result of a failure attributable to the Company. However, the only types of damage or loss eligible for compensation are those for which the Company is insured and in that event only up to the amount that the insurer compensates. The Company's liability is excluded (and therefore does not qualify for compensation):
 - a) damage or loss as a result of the acts of third parties, including tenants of (spaces in or parts of) the site where the event takes place and the persons engaged by those third parties;
 - b) damage or loss as a result of not complying with the instructions given by the officials of the Company and not complying with the house rules;
- 7.3 The Company will endeavour that the programme is performed according to the announced timetable as much as possible. It is, however, not liable for deviations from it and for any possible loss or damage that this could cause for the Customer and/or third parties.
- 7.4 Furthermore, the Company is not liable for the content of the event's program and the manner (quality) in which it is performed, including explicitly the length of the program.
- 7.5 The Company is also not liable for any damage or loss of the Customer arising from the loss of or damage to the admission ticket.

Article 8 – Conditions for the use of the Company's cloakroom

- 8.1 If the Company makes a cloakroom available, the Company is entitled to refuse the deposit of objects in the cloakroom, including objects of an excessive size, at the Company's sole discretion. For the use of the Company's cloakroom a fixed price for each object will be calculated. Only coats, shawls, bags, hats, helmets and umbrellas will be accepted for safekeeping. Except in bags these items may not contain any objects.
- 8.2 One receipt will be issued for each deposited object. Return of objects will only be effected against surrender of this receipt.
- 8.3 The Company does not want to enter into an agreement for safekeeping for objects (including their contents) with a (total) value above € 150.--. Objects (including their contents) with a (total) value above € 150.-- may not be deposited at the cloakroom. The person using the cloakroom guarantees that the value of an object to the deposited is not higher than € 150.-- and may and will not hold the Company liable in respect of its loss or damage for an amount above € 150.--.

- 8.4 The Company's liability is at all times limited to € 150,-- for each object deposited at the cloakroom (including contents). The Company is not liable for other loss or damage to or in connection with the loss of an object itself and consequently not for indirect and/or consequential loss or damage.
- 8.5 The Customer who deposits an object at the cloakroom indemnifies the Company for any loss or damage that is caused by the (contents of) the object deposited.
- 8.6 The Company will only keep the deposited objects for the duration of the relevant event. The Customer is obliged to collect objects deposited at the cloakroom before he/she leaves the site where the event is held, failing which the Company will be entitled not to return the object. Every agreement of safekeeping ends at the time of closing of the location, following the depositing of the object.

Article 9 – Personal data

- 9.1 The Company processes personal data of Customers and visitors of its website(s) in accordance with its privacy statement and in accordance with the Personal Data protection Act [Wet bescherming persoonsgegevens]. The privacy statement is available via www.vnpf.nl.

Article 10 – Final provisions

- 10.1 These General Conditions for Visitors and every agreement existing between the Customer and the Company are governed by the laws of the Netherlands.
- 10.2 All disputes arising in connection with these General Conditions for Visitors, the agreement between the Company and the Customer or any agreement that results from it will only be resolved by the competent court in the Netherlands..
-

I, the undersigned, P.H. van Biljouw,
sworn translator in the English language,
registered in the Interpreters and Translators
Quality Register under no: 3864,
residing in Meteren, hereby certify that the above
is a true translation of the Dutch text attached.
Meteren, 11 April 2013