

TERMS & CONDITIONS

Version 1 maart 2018

CHAPTER 1 GENERAL

Article 1 AMS2IBZ Events and these general terms and conditions

1.1 These general terms and conditions will be used by AMS2IBZ Events. AMS2IBZ Events uses these terms and conditions and will be consistently referred to hereinafter as AMS2IBZ Events. AMS2IBZ Events as referred to here is thus the 'user' of the general terms and conditions within the meaning of Section 231(b), Book 6 of the Dutch Civil Code. AMS2IBZ Events is never a party itself to any agreement with the other party or the user of these general terms and conditions within the meaning of the law. As such, AMS2IBZ Event is never a party to a dispute or liable towards the other party under these general terms and conditions.

1.2 AMS2IBZ Events has its registered office at Leksmondhof 132, Amsterdam, the Netherlands. AMS2IBZ Events can be reached via the e-mail address info@ams2ibz.com

1.3 These general terms and conditions apply among online visitors the any website of AMS2IBZ Events. These terms and conditions also apply to visitors of any Event organised by AMS2IBZ Events. Both types of visitors are covered by the definition of 'Visitor'. The Visitor may also be the natural person and consumer who enters into a purchase contract with an AMS2IBZ Events that is governed by the rules of Book 7 of the Dutch Civil Code on consumer sales, Section 227a and b, Book 6 of the Dutch Civil Code on the formation of electronic contracts and Section 46a, Book 7 of the Dutch Civil Code on distance purchase contracts.

Article 2 Disclosure and application of these general terms and conditions

2.1 These general terms and conditions are also available electronically on the Website and the Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.

2.2 AMS2IBZ Events also refers, where reasonably possible, to the general terms and conditions on an admission ticket for an Event. The Visitor can also take note of the general terms and conditions when entering an Event, where these terms and conditions – or at least an extract thereof – are visible at the entrance.

Article 3 Definitions

'General terms and conditions':

These general terms and conditions apply to every legal relationship between a consumer (hereinafter: the Visitor) and an AMS2IBZ Events with regard to the matters governed by these terms and conditions. They form an integral part of all agreements

relating to the purchase, donation and supply of products and services via the Website. The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code. These general terms and conditions comply with the legislative requirements for distance purchase contracts.

‘Website’:

The website of AMS2IBZ Events as operated and presented by AMS2IBZ Events as a legal entity, to which these general terms and conditions apply and on which the following can be offered, whether or not in return for payment: news, campaigns, prize questions, competitions, information, downloads and streams, merchandise, CDs, a forum or social network, and on which various third-party services may be offered with regard to the sale of tickets, transport tickets, hotel rooms or other services and products.

‘Visitor’:

The visitor to a Website and/or an Event, the user of an app exploited by or on behalf of a AMS2IBZ Events, or the purchaser of a Product on the Website, according to the meaning of the provisions of these terms and conditions. The visitor is always a consumer who is not acting in the course of a profession or running of a business, or on behalf of these, and is the party designated by law as the ‘other party’ in Section 231(c), Book 6 of the Dutch Civil Code.

‘Event’:

Any event organized by an AMS2IBZ Events in the Netherlands and/or Spain at its own expense and risk and for which this AMS2IBZ Events uses these terms and conditions in relation to Visitors.

CHAPTER 2 CONDITIONS FOR VISITING EVENTS

3.1 The general terms and conditions in this chapter apply to all admission tickets and accordingly form an integral part of all agreements for the sale, donation and delivery of admission tickets for Events wherever these have or will be held.

3.2 The Visitor accepts the content of these terms and conditions by acquiring and/or using an admission ticket, entering the Event venue and/or taking note of them via the Website. This also applies if an admission ticket is obtained via third parties in any way.

Article 4 Admission ticket

4.1 Access to the Event is only obtained by showing a valid and undamaged admission ticket. Access to the Event is only available to people aged 18 and older. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the aforementioned age limit.

4.2 People younger than 18 will simply be refused entry to the Event, in which case

AMS2IBZ Events will not be obliged to refund the admission fee.

4.3 Admission tickets are and remain the property of the AMS2IBZ Events. The admission ticket gives the holder the right to attend the Event. Access is given only to the first holder of the admission ticket scanned at the entrance of the Event. AMS2IBZ Events may presuppose that the holder of this admission ticket is also the person who has a right to it. AMS2IBZ Events is not obliged to perform any further verification of valid admission tickets. The Visitor must take responsibility for ensuring that he is and remains the holder of the admission ticket issued by AMS2IBZ Events or by an advance sales address that it has engaged.

4.4 As of the time that the admission ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the admission ticket.

4.5 The admission ticket is only supplied once and gives access to only one person.

4.6 AMS2IBZ Events reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.

Article 5 Prohibited items

5.1 At the risk of confiscation, a Visitor may not bring, either for himself or another person, or have in his possession at the Event venue, any professional photography, film, sound and/or other recording equipment of any nature, glassware, plastic bottles, beverages, food, drugs, cans, fireworks, animals, weapons and/or dangerous objects (including but not limited to spray cans or CS gas) or use such items prior to or during an Event. Confiscated items will not be returned.

5.2 Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the admission fee, or may be removed from the Event and/or handed over to the police. Confiscated items will be destroyed.

Article 6 Film and video images

Recording the Event in a professional and/or commercial form, including photographing, filming, making sound and/or image recordings, as well as reprinting and/or copying from the programme booklet, posters and other printed materials is not permitted without the express, prior and written consent of the AMS2IBZ Events.

Article 7 Own risk

7.1 The Visitor enters the Event venue, which may include any shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. In this regard, AMS2IBZ Events cannot be held liable, unless there is a case of gross misconduct and/or wilful misconduct by AMS2IBZ Events or its management.

7.2 The Visitor is expressly aware that loud music will be played during the Event. AMS2IBZ Events advises Visitors to occasionally give their hearing a rest during the Event by going to an area where no music is being played and to wear ear protection at

all times.

Article 8 Further rules

8.1 The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of the AMS2IBZ Events, the operators of the Event venue, the security staff, fire brigade, police and other authorized parties. Security cameras may be present at the Event venue.

8.2 If the Visitor fails to comply with an order or breaches a rule prohibiting certain behaviour, he will be immediately removed by the security staff. Specific rules may apply to the site or venue of any Event and will be announced or published on site. If possible, these rules will also be published in advance on the Website of the relevant AMS2IBZ Events.

Article 9 Force majeure

In case of force majeure in the broadest sense, which in this regard also includes the illness and/or withdrawal of the artist(s), strikes, fire, bad weather conditions, etc., AMS2IBZ Events will be entitled to move the Event to another date or location or to cancel the Event.

Article 10 Moving or cancelling the Event

10.1 AMS2IBZ Events will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or cancelled, as referred to above, AMS2IBZ Events will publicize this fact as far as possible in the manner that it deems appropriate. AMS2IBZ Events is only obliged in case of cancellation to refund the admission fee, but not the booking/administration costs, to the Visitor at his request.

10.2 The refund will only be made, within a reasonable period after the date of the cancelled Event, if the Visitor produces a valid admission ticket and to the original buyer of the valid admission ticket, in the manner stipulated and announced by AMS2IBZ Events (or the party that processed the ticket payment) by means of channels that it will announce.

Article 11 Image and sound recordings

11.1 AMS2IBZ Events is authorized to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event and to reproduce and/or publicize or arrange for the publication of these recordings in any form and in any manner. By obtaining an admission ticket to the Event and/or entering the Event venue, the Visitor unconditionally consents to the aforementioned recordings being made and to the processing, publication and use thereof, in the broadest sense, without AMS2IBZ Events being liable to pay any compensation to him at any time.

11.2 The Visitor hereby irrevocably renounces any interest that he could have in the aforementioned recordings. Insofar as the Visitor has any copyright, neighbouring rights and/or portrait rights to the aforementioned recordings, he hereby unreservedly

assigns these rights to AMS2IBZ Events and hereby irrevocably renounces his personality rights and/or will not invoke these rights.

CHAPTER 3 FINAL PROVISIONS

Article 12 Further user rules

12.1 Visitors of the Website are at all times obliged to comply with the regulations, any amendment of the regulations and any instructions and user rules of an AMS2IBZ Events as published on the Website.

12.2 Insofar as the Visitor of the Website does not comply, does not comply fully and/or does not comply on time with the user rules, the AMS2IBZ Events may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

Article 13 Information on the Website

Although AMS2IBZ Events pays great care and attention to the provision of information on the Website, it cannot give any guarantee in relation to the nature and content of the information and is in no way liable for the content and consequences of using that information. Insofar as there are links on the Website to offers, Products, material or the website of a third party, the AMS2IBZ Events is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

Article 14 Force majeure

Notwithstanding its possible other rights, AMS2IBZ Events is entitled in case of force majeure to postpone the performance of any agreement or to terminate it out of court, without being liable to pay any compensation. Force majeure includes any breach that cannot be attributed to AMS2IBZ Events, because it is not accountable by law, a legal act or according to generally accepted standards.

Article 15 Liability for information

15.1 AMS2IBZ Events will not be responsible under any circumstances towards the Visitor or third parties for errors, limited information or details on any Website except in case of intent or wilful recklessness towards the Visitor. AMS2IBZ Events, its affiliated businesses or third parties involved in the performance of any service or agreement will not be liable under any circumstances for damage, costs, lost profits, losses, consequential damage, loss of privacy or loss of data for any direct or indirect use or functioning of the Website.

15.2 AMS2IBZ Events expressly does not warrant the Visitor that the Website, parts thereof or functions pertaining thereto will always function flawlessly, function according to the description or be available for use. On account of the internet connection, the resultant link to many unknown third-party internet users and possible attacks by hackers or others, AMS2IBZ Events can likewise not warrant that the Website

or the server that it uses will always be free of viruses, bugs or other faults or defects. The Visitor should also take reasonable measures himself to ensure that his computer is protected against viruses and the like.

15.3 AMS2IBZ Events will not be liable under any circumstances for the Visitor following any link or hyperlink to a third-party website or for the Visitor entering into any agreement with this third party. TAMS2IBZ Events will likewise not be liable under any circumstances for the messages posted by others on any forum or via any social medium that cause material or immaterial damage to the Visitor in any way.

Article 16 Intellectual property rights

16.1 Everything that is published on the Website or which belongs to the Website, including music files, artists' names, label names, Streams, Downloads, software, designs, drawings, logos and trademarks forms part of the intellectual property of AMS2IBZ Events or any licensor thereof by law or on the basis of an agreement.

16.2 The Visitor must recognise these intellectual property rights at all times and observe and comply with all restrictions placed on the use of protected works by law. The downloading, streaming and other use of Products and files is governed by the user rules that are included in these terms and conditions. The Visitor is obliged to comply with these user rules at all times. These user rules are based, among other things, on the current wording of the Dutch Copyright Act and only constitute a short summary to indicate the instructions and prohibitions applicable to the Visitor under the Act.

16.3 The provisions of the Dutch Copyright Act and other intellectual property laws apply fully at all times to any use and take precedence over these user rules:

- a) the Visitor may only make normal private use of a Product after he has paid for it in the normal way indicated on the Website. Any act of the Visitor which circumvents, changes or otherwise avoids the method of payment is prohibited. The Visitor may not otherwise reproduce, alter, upload, play in public, display, make available to third parties, perform, sell, resell, misuse, etc. a Download or any other material from the Website as all these acts are reserved for the entitled parties. The Visitor may not adjust, circumvent, decrypt, encrypt or disrupt any software, files or payment procedures;
- b) the Visitor is allowed to make normal use of any Product file that he has lawfully purchased, according to the procedures indicated on the Website. It is permissible to make a private copy, burn a CD or create a copy on another computer of music and other files that have been downloaded and purchased according to the rules, but only for personal and non-commercial use. Making copies available to third parties is not allowed under any circumstances;
- c) the delivery of any file purchased by the Visitor does not entail any assignment or licensing of a right to the Visitor to promote or exploit that file.

16.4 If it is established that a Visitor has breached the statutory rules, AMS2IBZ Events is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

Article 16 Applicable law and jurisdiction

Dutch law exclusively applies to these general terms and conditions. The Amsterdam District Court has sole jurisdiction to take cognisance of disputes relating to these general terms and conditions, an agreement or the performance thereof.