

GENERAL CONDITIONS FOR ADMISSION TICKETS FESTIVALS LIMBURG B.V.

Filed with Chamber of Commerce under number 14052125

Article 1 - Applicability and definitions

1.1. These General Conditions for Admission Tickets ("the General Conditions") apply to every legal relationship between Festival Limburg B.V. ("FL") and the one who orders/purchases an admission ticket for the event organised by FL ("the customer") and the visitor of the event ("the visitor").

1.2. "event" is understood to mean Pinkpop Festival.

1.3. "location" means the actual site of the event as well as all the grounds, spaces, fields, etc. surrounding it which form part of the complex within which the event takes place.

1.4. "sales organisation" means the ticket sales for the event through FL, an official (pre)sales organisation engaged by FL for the event or a ticket exchange platform designated by FL.

1.5. The applicability of any general terms and conditions of the client or the visitor is expressly rejected.

Article 2 - Admission Tickets

2.1. An admission ticket can consist of a document provided by or on behalf of FL or a unique barcode or QR code provided by or on behalf of FL.

2.2. The admission ticket is issued once and gives in principle access to one person. If there is a group ticket, the admission ticket provides access to the number of people specified on the group ticket.

2.3. The admission ticket is and remains FL's property. The admission ticket entitles the holder (the one who holds an admission ticket) to attend the event. Only the holder of the admission ticket who is the first to show the admission ticket at the start of the event is granted access. FL may assume that the holder of this admission ticket is also the person entitled to it. FL is not obliged to carry out any further verification of valid admission tickets. The holder must ensure that they remain the holder of the admission ticket.

2.4. As of the time that the admission ticket has been given to the holder, the holder bears the risk of loss, theft, damage or misuse of the admission ticket.

2.5. Only purchases from a sales organisation guarantees the validity of the admission ticket. The burden of proof in this regard lies with the holder.

2.6. The admission ticket that consists of a bar- or QR-code is supplied to the customer via electronic communication (email or app). If the customer has chosen to receive the admission ticket in this way, the customer must ensure that this admission ticket can be supplied through secure electronic communication. FL can neither guarantee the confidentiality of the supplied admission ticket nor the receipt of the admission ticket.

2.7. FL reserves the right to set a maximum on the number of admission tickets that can be ordered. The customer is then obliged to keep to the maximum fixed by FL. FL reserves the right to cancel the number of tickets ordered that exceeds the maximum set by FL.

2.8. Admission tickets cannot be returned. The provisions of Article 6:230p sub e of the Dutch Civil Code apply to admission tickets. If this option is available, then a ticket may be offered for resale through a ticket exchange platform designated by FL.

2.9. FL may decide to sell admission tickets for the event by name (i.e. personalized). In this case, the admission ticket is not transferable and - in deviation from the above provisions - only the person in whose name the tickets are issued has access. FL is entitled (but not obliged) to check the identity of the ticket holder to determine whether it matches the name on the ticket, and if it does not match, to refuse the ticket holder access to the event.

Article 3 - Prohibition against Resale, etc.

3.1. The holder is obliged to keep the admission ticket for the event for themselves and therefore not to resell it in any way to third parties, to offer it for sale or to give it to third parties for commercial purposes. Exempt from this prohibition is the sale of admission tickets through a ticket exchange platform designated by FL.

3.2. The holder (or visitor) is obliged vis-à-vis FL not to advertise or make any (other) form of publicity in any way connected with the event and every part of it.

3.3. If the holder (or visitor) does not comply with their obligations as described in the preceding paragraphs of this article and/or cannot guarantee them, the holder will owe FL an immediately payable fine of € 10,000 per violation and € 5,000 for each day that the violation has continued and continues, without prejudice to FL's right to demand compliance and/or compensation for the damage suffered or to be suffered.

Article 4 - The Visitor

4.1. The visitor must be holder of a valid and undamaged admission ticket both before and during the event and for as long as the visitor is at the location. The visitor is obliged to present the admission ticket at the request of the operator of the location, the security personnel and other authorized persons.

4.2. If the visitor leaves the location after entering it, the admission ticket will lose its validity.

4.3. The visitor is obliged to abide by the regulations (including house rules) and/or instructions of FL, the operators of the location, the service and security personnel, and other authorised persons. FL's house rules can be found at www.pinkpop.nl.

Article 5 - FL's Rights

5.1. Should the customer or visitor violate one or more of the provisions contained in these General Terms and Conditions, FL is entitled to invalidate the admission ticket or deny the visitor further access to the event without the visitor having any right to reimbursement of the amount that the customer has paid the sales organisation for the admission ticket (including service charges). The holder or customer of an invalidated admission ticket has no right to a refund or compensation in any other way.

5.2. FL retains the right to deny the visitor (further) access to the event or to remove him/her from the site if FL considers this reasonably necessary for the maintenance of peace and order during the event.

5.3. If it can be assumed that the admission ticket has been forged, FL is entitled to refuse the holder of the ticket further access to the event, without the holder or the customer being able to claim any loss that has been incurred as a result.

5.4. The artist and FL are entitled to make visual and/or sound recordings of the event and to use these images for promotional purposes for themselves or for their partners or sponsors. Persons who appear in the recordings cannot claim any right to compensation.

5.5. FL is permitted to take additional (safety) measures for the event. FL will announce such measures in good time and communicate them to the customer - for example by sending a mailing- and the visitor – for example at the location and/or placing a notice on the website of the location,. It is ultimately the responsibility of the customer and the visitor to be aware of such additional measures.

Article 6 – Cancellation and rescheduling

6.1. FL has the right to reschedule the event to a later date, to move it to a different locations or to cancel it, for example in case of force majeure, which includes illness and/or cancellation of the artist(s), strikes, fire, bad weather conditions and epidemics.

6.2. If FL - for example as a result of or in relation to force majeure - cancels the event before it has started, FL will only be obliged to refund to the customer the fee stated on the admission ticket, or in the absence of such, a refund of the fee (in principle excluding service charges) that the customer has paid through the sales organisation. If the event must be cancelled after it has started, FL will only be obliged to refund a portion (to be determined by FL) of the fee stated on the admission ticket, or in the absence of such, a part, the fee (excluding service charges) that the customer has paid through the sales organisation. The customer will receive by electronic communication (email or app) from the sales organisation about the remuneration. This message will mention the procedure and the response time. The aim is to send this message within 12 weeks after cancellation of the event. Only the customer will be notified and is entitled to a refund. In the event of resale outside the sales organisation, the holder will have to contact the ticket seller (the original customer) themselves. The sales organisation shall decide on the refund of service charges in such cases. Other damages (including travel and accommodation costs) shall not be reimbursed. FL is not liable for any (other) loss suffered by a customer or a visitor as a result of the cancellation of the event.

6.3. If FL, for example as a result of or in relation to force majeure, reschedules the event, the admission ticket remains valid for the new date on or the new location at which the event will take place. If the customer cannot or does not want to attend the event on the new date, the customer is entitled to return the admission ticket to the sales organisation in exchange for a refund of the fee mentioned on the admission ticket, or in the absence of such, the fee (in principle excluding service charges) that the customer has paid through the sales organisation. The customer will receive an email from the (pre)sales organisation or FL about the refund possibilities of the ticket price. This email will mention the procedure and the response time. The customer must indicate within the specified response period that he wants a refund of the purchase price. If a customer fails to do so, the admission ticket will remain valid for the replacement date and the right to a refund will expire. The right to a refund expires in any case on the day of the replacement event. Only the customer will be notified and is entitled to a refund. In the event of resale outside the sales organisation, the holder will have to contact the ticket seller (the original customer) themselves. The sales organisation will decide on the refund of service costs in such cases. Other damage (including travel and accommodation expenses) shall not be reimbursed. FL is not liable for any loss suffered by a customer or visitor as a result of the postponement of the event.

Article 7 - FL's Liability

7.1. FL is liable for direct damage suffered by the customer and the visitor that is the direct and exclusive result of a shortcoming that can be attributed to FL. Only those damages for which FL is insured and which are compensated by the insurer shall be eligible for compensation. Not eligible for compensation are, in any case: a) consequential damages; b) intangible damages; c) damages caused by intentional or conscious recklessness of FL's auxiliary persons.

7.2. Access to the location and attendance at the event takes place at the risk of the visitor in the sense that FL accepts no liability whatsoever for damage resulting from such access or attendance, such as hearing, sight and other physical impairments.

7.3. FL shall endeavour to ensure that the programme is performed as far as possible in accordance with the announced time schedule. However, it is not liable for any deviations therefrom and for any resulting damage to the customer and visitor. Starting times as stated on admission tickets and in any time frames are subject to change. The customer and visitor are obliged to regularly check (via the website or other FL communication channels) whether the starting time has changed.

7.4. FL is not liable for the content and the manner in which the programme of the event is carried out, including specifically the length of the programme. Nor is FL liable for changes to the programme of the event.

7.5. FL is not liable for any loss incurred by the customer or visitor as a result of the loss of or damage to the admission ticket.

7.6 FL will organise the event in accordance with the requirements of the applicable laws and regulations and will do everything in its power to ensure that the event takes place as safely as possible.

Article 8 – Data protection

8.1. FL processes personal data of the customer, visitors and users of its websites in accordance with its privacy statement. The aforementioned privacy statement is available at <https://www.pinkpop.nl/privacy/>.

Article 9 - Final Provisions

9.1. FL is entitled to change these General Conditions unilaterally. In that case, FL will inform the customer of the changes in a timely manner. If the customer is a natural person who does not act in the exercise of a profession or business, and the amendment results in a performance to the customer that differs substantially from the original performance, this customer has the right to terminate the agreement as of the date that the amended general conditions come into effect.

9.2. Dutch law applies to these General Conditions and to every agreement that exists between FL and the customer or the visitor.

9.3. All disputes that may arise as a result of the agreement between FL and the customer or the visitor, or any agreement that may result from this agreement, will be exclusively settled by the court in Amsterdam, unless the customer or visitor is not acting in the exercise of a profession or business and, within one month after FL has invoked this article in writing, has made it known that it chooses the court with jurisdiction under the law to settle the dispute.

9.4 In case of differences in the interpretation of the Dutch and English text of these conditions, the Dutch text will prevail.

Version November 2024