

GENERAL VISITOR CONDITIONS PAR-T-BV

These are the General Visitor Conditions of the private company with limited liability under Dutch law **PAR-T BV**, registered with the Commercial Register of the Chamber of Commerce under number 51513390 and apply to all Agreements that are concluded with Visitors to Events organised by it. The General Visitor Conditions and the PAR-T BV House Rules can be consulted online and can be stored digitally via a special web page of the PAR-T BV Website (www.par-t.nl/general-conditions) and are sent free of charge upon request.

Artikel 1 Definitions

- Customer:** a visitor who acts in the exercise of a profession or business or who concludes an Agreement with PAR-T BV on a professional basis to purchase one or more Admission Tickets for the purpose of attending an Event and those who are in or near the Event Location on a professional basis and who have or have not concluded an agreement with PAR-T BV directly or indirectly.
- General Visitor Conditions:** these General Visitor Conditions that apply to the Agreement between the Visitor and PAR-T BV.
- PAR-T BV:** the private company with limited liability PAR-T BV, with its registered office in Veghel and its principal place of business in (5469 DT) Erp at Bussele 17, which is involved in providing services in the field the performing arts and the organisation and production of cultural events, all of the above in the broadest sense of the word.
- Visitor:** any natural person who does not act in the exercise of a profession or business and who concludes an Agreement with PAR-T BV directly or indirectly within the context of attending an Event and any other person who are in or near the Event Location and who has or has not concluded an agreement with PAR-T BV directly or indirectly.
- Event:** a (cultural) event, including a (musical) performance and/or other manifestation, a concert, dance event, business event and/or a public or closed event in which one or more persons participate, organised and/or facilitated by or on behalf of PAR-T BV at the Event Location, including but not limited to 7th Sunday Festival, Harmony of Hardcore, FestyLand, SpikSplinter Nieuwjaar, Hard Nature, Spektakulair! and Facinate.
- Event Location:** location where an Event takes place, which has been used for the purpose of the Event to be organised and/or facilitated by or on behalf of PAR-T BV including the possible Campsite.

House Rules:	the PAR-T BV house rules with which Visitors must comply at times when visiting PAR-T BV Events.
Campsite:	the specific campsite or camping facility designated by or on behalf of PAR-T BV.
Camping Regulations:	any regulations/the house rules applied by the owner of the Campsite, which apply to the Visitor's stay at the Campsite.
Agreement:	any legal relationship under the law of obligations between the Visitor and PAR-T BV, which was concluded in accordance with these General Visitor Conditions and/or that follows therefrom in connection with attending an Event, as well as any provision or statement declared applicable in a legally valid manner to the (legal) relationship between the Visitor and PAR-T BV in accordance with these General Visitor Conditions.
Privacy Statement:	the privacy statement in which the PAR-T BV privacy policy has been formulated, which can be consulted on the website and applies to any form of processing of personal data by PAR-T BV.
Social Media:	the social media channels linked specifically to the Website and other (promotional) statements by or on behalf of PAR-T BV, which social media channels are registered in the name of PAR-T BV.
Admission Ticket:	a ticket issued by or on behalf of PAR-T BV from the Visitor's right to be in the Event Location is evident;
Admission Price:	the price of an Admission Ticket as also stated on the Admission Ticket, excluding any additional service and/or administration costs.
(Advance) Sale Outlet:	an (advance) sales organisation engaged by or on behalf of PAR-T BV for the sale of Admission Tickets for Events, includes those where Admission Tickets can be purchased online/digitally.
Website:	The PAR-T BV website (www.par-t.nl) and any website(s) of Events specifically linked thereto, which are registered in the name or for the benefit of PAR-T BV.

Artikel 2 Applicability

- 2.1 These General Visitor Conditions apply to any Agreement that is concluded between PAR-T BV and the Visitor irrespective of the manner in which this Agreement is concluded, and to any visit made by the Visitor to the Event Location.
- 2.2 PAR-T BV has the right to change these General Visitor Conditions in whole or in part at any time. PAR-T BV will notify the Visitor in a timely manner of changes to the General Visitor

Conditions by reporting these on its Website and/or in the Social Media. If the Visitor considers that the changes are contrary to the principles of reasonableness and fairness, the Visitor will be required to notify PAR-T BV thereof within 10 (ten) working days after notification, failing which the Visitor declares that he agrees to the changes.

- 2.3 The applicability of any general terms and conditions applied by the Visitor and Customer is expressly excluded by PAR-T BV.
- 2.4 The nullity of any provision of these General Visitor Conditions does not affect the validity of the other provisions of the General Visitor Conditions.
- 2.5 The purchase of an Admission Ticket may (also) be subject to the (general) conditions of the ticket service in addition to the General Visitor Conditions.
- 2.6 Staying at the Campsite designated by or on behalf of PAR-T BV may also be subject to (general) conditions and/or house rules of the relevant campsite in addition to the General Visitor Conditions and the House Rules.

Artikel 3 Offers and conclusion of the Agreement

- 3.1 Information, offers, announcements, (promotional) special offers and quotations relating to Events and/or (the sale of) Admission Tickets are issued, represented or provided as accurately as possible by PAR-T BV and/or third parties orally, by telephone, e-mail, via the Website or Social Media. PAR-T BV does not accept liability for any inaccuracies or incompleteness in the aforementioned statements made by PAR-T BV and/or third parties.
- 3.2 An Agreement is concluded at the moment the Visitor or Customer has purchased an Admission Ticket from PAR-T BV or from an (Advance) Sales Outlet engaged by PAR-T BV or, at any rate, has accepted an offer by or on behalf of PAR-T BV to acquire an Admission Ticket, for payment or otherwise.

Artikel 4 Admission and Admission Ticket

- 4.1 The Visitor is obliged, when entering the Event Location and during the period the Visitor is present at the Event Location, to hold a valid proof of identity and a valid Admission Ticket and show these at the first request of PAR-T BV employees, Event Location employees, security staff, the police and/or another competent authority.
- 4.2 An Admission Ticket is provided to the Visitor once and grants one Visitor access to the Event and the Event Location.
- 4.3 An Admission Ticket only grants the holder of the Admission Ticket access to the Event Location. It is the Visitor's personal responsibility to ensure that he becomes and remains the holder of the Admission Ticket. Admission Tickets are and remain the property of PAR-T BV.
- 4.4 An Admission Ticket may consist of a document issued by or on behalf of PAR-T BV or a barcode issued by or on behalf of PAR-T BV. The barcode is a unique code that is provided to the Visitor via means of electronic means of communication (for example by e-mail). If the Visitor has chosen to receive the Admission Ticket in this manner, the Visitor will be required to ensure that this Admission Ticket can actually be provided to him in a secure manner via the electronic means of communication. PAR-T BV guarantees neither the confidentiality nor the receipt of the Admission Ticket.

- 4.5 Only purchase via PAR-T BV or the (Advance) Sales Outlets engaged by it guarantees the validity of the Admission Ticket. The burden of proving such validity lies with the Visitor. The Visitor may be denied access to the Event Location if it were to become clear that the Admission Ticket was not obtained from PAR-T BV or from an (Advance) Sales Outlet engaged by PAR-T BV.
- 4.6 In the event the Visitor claims a discount when purchasing an Admission Ticket, the Visitor will be obliged to show the document that entitles to a discount.
- 4.7 The risk of the loss, theft, damage or abuse of the Admission Ticket rests with the Visitor from the moment the Admission Ticket has been made available to the Visitor. The Visitor is not entitled to a refund of the Admission Price or any other compensation in the event of loss, theft, damage or abuse of the Admission Ticket or if the Visitor does not use the Admission Ticket for any reason. Once an Admission Ticket has been obtained it cannot be returned or exchanged.
- 4.8 The Visitor is not permitted to remove and/or modify statements in respect of copyrights, trademarks, logos, trade names and/or other industrial or intellectual property rights of PAR-T BV, its licensors and/or (Advance) Sales Outlets, from the Admission Ticket or to have such done.
- 4.9 PAR-T BV reserves the right set a maximum number of Admission Tickets that may be acquired by each (potential) Visitor; the (potential) Visitor is obliged in such cases to comply therewith.
- 4.10 Articles 4.1 to 4.9 apply in full to Customers.

Artikel 5 Prohibition on selling on Admission Tickets

- 5.1 It is prohibited to sell the Admission Ticket in any way to a third party, to offer it for sale or to provide it to third parties for commercial purposes, or to have such done.
- 5.2 The Visitor is not allowed to advertise or create any other form of publicity in connection with the Event and/or any part thereof, or cause such to be done.
- 5.3 If the Visitor makes the Admission Ticket available to third parties for no consideration and for non-commercial purposes, the Visitor will be obliged in such cases to impose all obligations arising for the Visitor from the Agreement or from these General Visitor Conditions in full on those third parties. The Visitor guarantees that the aforementioned third parties comply and/or will comply with all of those obligations.
- 5.4 If the Visitor fails to comply with the obligations arising from this article, PAR-T BV will have the right designate the Admission Ticket as invalid and the Visitor will owe PAR-T BV an immediately due and payable penalty that is not subject to judicial mitigation of €5,000 (in words: five thousand euros) per Admission Ticket and €250 (in words: two hundred and fifty euros) per day this violation continues, without prejudice to all other rights of PAR-T BV, including the right to claim performance and/or full compensation as well. The holder of an invalid Admission Ticket is denied entry to the Event or to the Event Location and is not entitled to any compensation.
- 5.5 Articles 5.1 to 5.4 apply in full to Customers. PAR-T BV may nevertheless conclude different agreements with Customers in writing.

Artikel 6 Liability

- 6.1 Traveling to and from and entering, residing in and leaving the Event Location and attending the Event at the Event Location takes place entirely for the risk of the Visitor.
- 6.2 PAR-T BV is not responsible and accepts no liability for any damage resulting from cancellation, changes to or relocation of an Event nor for any other damage whatsoever that results directly or indirectly from the acts or omissions of PAR-T BV and/or the Event Location, of persons employed by (either of) them, or other persons that have been employed by or on behalf of (either of) them, or of third parties, during the Event or in connection with the travel to and from or the stay at the Event Location, unless the damage results from intent or gross negligence on the part of PAR-T BV.
- 6.3 PAR-T BVBA is not liable and does not accept liability for the manner in which programme of the Event is implemented, modified or otherwise, including the content and duration of the programme of the Event.
- 6.4 If and to the extent PAR-T BV is liable on any ground towards the Visitor for any damage sustained by the Visitor, said liability is always limited to direct damage and/or the amount that will be paid out pursuant to PAR-T BV's statutory liability insurance, and only if it is obliged by law to do so. In such cases, PAR-T BV is also only liable if the Visitor notifies PAR-T BV in writing of the defect without delay, whereby a reasonable term is provided to comply with the obligation as yet and if PAR-T BV continues to fail to comply with the obligation after the notice of default as well.
- 6.5 PAR-T BV cannot be held liable for the loss of clothing and/or other property owned by the Visitor or the Customer and does not accept any liability as such. If the Visitor is able to demonstrate by means of specific evidence that the loss of clothing and/or other property owned by the Visitor results exclusively from intent or gross negligence on the part of (employees of) PAR-T BV, PAR-T BV will, upon display of a valid receipt, pay compensation for the relevant property to that Visitor in the amount of the purchase amount subject to a maximum of €250 (in words: two hundred and fifty euros).
- 6.6 Lost and found items must be handed in to the person working behind the bar, the counter at the lockers or the cash register of the Event Location. Lost and found items are kept by the lessor of the lockers, during which period the lawful owner can retrieve the property lost by him or her from the lessor of the lockers.
- 6.7 The Visitor is expressly aware of the fact that loud music may be played during the Event and on or near the Event Location. PAR-T BV advises Visitors to protect their hearing during the Event using special ear plugs and allowing their hearing to rest from time to time by going to an area where no music is played.

Artikel 7 Cancellation or relocation of the Event

- 7.1 PAR-T BV has the right to change an Event or parts thereof. PAR-T BV will refund the Admission Price, with the exception of the service and administration costs, to the original purchaser of the Admission Ticket at the written request of the Visitor only if the Event is cancelled entirely.
- 7.2 PAR-T BV has the right to cancel or relocate all or part of an Event. It is the responsibility of the Visitor to verify whether (parts of) an Event is to be or has been cancelled or is to be or has been relocated and, should this be the case, to find out the new date or the new venue. If an

Event is cancelled or relocated, PAR-T BV will endeavour to ensure that, as soon as it becomes aware thereof, the Visitor is notified thereof. PAR-T BV cannot guarantee, however, that the Visitor receives this information before the start of the Event. PAR-T BV is not liable for any damage in this respect.

- 7.3 In principle, Admission Tickets for Events that are relocated remain valid for that relocated Event. Visitors can contact PAR-T BV at info@par-t.nl for more information.
- 7.4 If an Event is moved to a different date by or on behalf of PAR-T BV, for example as a result of or in connection with force majeure, the Admission Ticket will remain valid for new date on which the Event will take place. If the Visitor is unable or unwilling to attend the Event on the new date, the Visitor will have the right to return the Admission Ticket to PAR-T BV or to an (Advance) Sales Outlet engaged by PAR-T BV against refund of the compensation that is stated on the Admission Ticket, irrespective of the price the Visitor paid for the Admission Ticket. Service and/or administration costs will not be compensated.

Artikel 8 House rules PAR-T BV

- 8.1 Unless otherwise provided for in the House Rules, Visitors to the Event and the Event Location must in principle be at least 18 years of age. Employees of PAR-T BV or the Event Location and/or security staff have the right at all times to demand that the Visitor identifies himself by means of a valid proof of identity. If and as soon as it becomes clear that the Visitor has not yet reached the age of 18, the Visitor may be denied access to the Event and/or the Event Location, without the Visitor being entitled to compensation of the Admission Price and any service and/or administration costs charged and/or costs that arise otherwise.
- 8.2 The PAR-T BV House Rules apply to each visit by the Visitor to the PAR-T BV Events. Visitors are required to act in accordance with these House Rules of PAR-T BV and/or the Event Location and in accordance with the prevailing social standards of decency and public morality. If the Visitor does not act in such a manner in the opinion of the employees of PAR-T BV and/or the Event Location and/or security staff, the Visitor may be confronted in this connection by employees of PAR-T BV and/or the Event Location and/or security staff. In the event the House Rules are violated or in case of any repeated or continued conduct on the part of the Visitor that is not in accordance with the aforementioned House Rules and the prevailing social standards of decency and public morality, the Visitor may be denied access to the Event and, if necessary, the Visitor may be handed over to the police, without the Visitor becoming entitled to compensation of the Admission Price of the Admission Ticket and any service and/or administration costs charged and/or other costs.
- 8.3 The Visitor is not permitted to record the Event in any form, on any (digital) carrier, including photographing, filming, or any other way of making sound and/or visual recordings of (parts of) the Event.
- 8.4 PAR-T BV has the right make or have made sound and/or visual recordings of (parts of) the Event, including Visitors, during the Event. Visitors who visit an Event:
- a. expressly agree to the recording and/or (re)use of his/her name, voice, portrait and/or image and persona by means of sound and/or visual recordings, broadcast live or otherwise, (re)broadcasting or other forms of publication, reproduction and/or distribution, in any manner whatsoever and via any media or technologies whatsoever, known now and/or in the future;

- b. consents expressly, irrevocably and unconditionally to the (re)use as referred to under (a), for an indefinite period, worldwide and for no consideration;
 - c. will hold liable neither PAR-T BV nor the parties who make use of visual and/or audio materials with the permission of PAR-T BV, for commercial purposes or otherwise, for the (re)use of such visual and/or audio material;
 - d. expressly waives towards PAR-T BV and its licensees his/her portrait and image rights, personality rights to the extent it concerns visual and/or audio materials in and around the Event Location whereby he/she is shown in an identifiable manner; and
 - e. acknowledges that a video surveillance system is operational and agrees that video recordings can be made of him/her by or on behalf of PAR-T BV within the context of public order and safety.
 - f. acknowledges that any intellectual property rights, including copyrights and neighbouring rights, with respect to the image and/or sound material created by or on behalf the Visitor become jointly owned by PAR-T BV; the Visitor will cooperate at PAR-T BV's first request and for no consideration in all possible formalities required to realise a transfer of rights or other granting of rights; PAR-T BV has the right at all times to use or cause the use of the image and/or sound material created by or on behalf of the Visitor as referred to above, in any manner whatsoever.
- 8.5 Without the prior written permission of PAR-T BV, the Visitor is not allowed to hand out or cause to be handed out promotional material, including samples, advertising material and/or brochures, at the Event Location, to the extent such is permitted by law.
- 8.6 In principle, smoking at the Event Location is only allowed in the designated (smoking) area(s). Smoking outside these (smoking) areas is expressly not allowed. PAR-T BV will endeavour within reason to point out the smoke-free nature of (parts of) the Event Location to the Visitor. Nevertheless, PAR-T BV does not guarantee that the Event will be entirely smoke-free. The fact that the Event may not be entirely smoke-free does not entitle the Visitor to a refund of the Admission Price or any other compensation. The Visitor will be immediately removed from the Event and the Event Location if the Visitor violates the smoking ban. Any fines imposed on PAR-T BV as a result of the violation of the smoking ban on the part of the Visitor will be recovered from the Visitor.
- 8.7 PAR-T BV will do everything that is within its power within reason to guarantee the Visitor's safety as much as possible while he is at the Event Location. The Visitor is therefore obliged, within the context of safety in or around the Event Location, at the first request of employees of PAR-T BV and/or the Event Location, security personnel, police and/or another competent authority:
- a. to render his or her cooperation in the investigation of clothing (search), both when entering the Event and the Event Location and during the stay at the Event and the Event Location;
 - b. to allow inspection of items carried (bags, backpacks, carrier bags), both when entering the Event and the Event Location and during the stay at the Event and the Event Location; and/or
 - c. passing through a security gate; and/or
 - d. showing identification both when entering the Event and the Event Location and during the stay at the Event and the Event Location.

- 8.8 PAR-T BV and its cooperating partners, including the Event Location and security personnel, have the right referred to above in article 8.7 (a) and (b) to search the Visitor or have the Visitor searched and to search or have searched any bags, backpacks, carrier bags brought in by the Visitor. Visitors who do not wish to submit to the above may be refused or denied access to the Event and the Event Location without being entitled to a refund of the Admission Price or other compensation.
- 8.9 The Visitor is not allowed to loiter (unnecessarily) in front of emergency exits and places in or around the Event Location where fire extinguishers are located or where other fire-resistant and/or safety measures have been implemented.
- 8.10 The Visitor is expressly not allowed to bring or have glass, plastic bottles, cans, fireworks, drugs, (fire) arms and/or other dangerous objects and/or substances (including spray cans and CS gas), food and/or (alcoholic) beverages and/or pets or animals, at the Event Location, subject to confiscation of these items or substances and/or transfer to the police. Confiscated items or substances are not returned and may be destroyed.
- 8.11 The Visitor is not allowed to impair and/or damage the (inventory of the) Event Location or the vicinity of this location in any manner whatsoever. The Visitor is not allowed either to harm the reputation of PAR-T BV, its Events or its possible cooperating partners or cause it to be harmed. If the Visitor damages (the inventory of) the Event Location or the vicinity of this location and/or the reputation of PAR-T BV in any way, its Events and its possible cooperating partners, the Visitor will be obliged to compensate this damage.
- 8.12 The Visitor is obliged to comply at the first request with instructions, regulations and/or the directions of employees of PAR-T BV and/or the Event Location, security personnel, the police and/or another competent authority. These instructions may also relate to the prevention of the (undesirable) formation of groups, aggressive behaviour, immoral or offensive behaviour, discrimination, defamation, threats, wearing provocative clothing, signs, badges, hats and flags etc.
- 8.13 PAR-T BV may impose further conditions on access to an Event and the stay at the Event Location with or without consultation with one or more of its cooperating partners such as carriers (shuttle traffic), security personnel, the fire brigade, the police, and other emergency services.
- 8.14 If the Visitor refuses to comply with the (safety) regulations referred to in article 8 and/or other instructions or prohibitions issued by or on behalf of PAR-T BV, the Visitor may be denied access to the Event and/or the Event Location and removed from the Event Location, without being entitled to any compensation of the Admission Price of the Admission Ticket and any service and administration costs charged and/or costs that arose otherwise or any other compensation.
- 8.15 PAR-T BV employees and/or the Event Location, security personnel, the police and/or other competent authority have the right to demand that the Visitor come with them in the event of a violation as referred to in this article 8. In such cases, the Visitor will always cooperate in such a request voluntarily, without resistance, and may then be removed from the Event Location and requested to provide a copy of his valid proof of identity to the relevant person(s). The Visitor will cooperate in such a request voluntarily and without resistance. PAR-T BV will decide during or after the Event, in consultation with the authorities involved, whether the Visitor will be denied access to one or more PAR-T BV Events.

- 8.16 Vouchers or coins for refreshments purchased during the Event or during the stay at the Event Location are only valid during the relevant Event and can only be exchanged by the Visitor during the Event. PAR-T BV will never refund the purchase amount of these vouchers or coins after the Event has ended.

Artikel 9 Force Majeure

PAR-T BV cannot be held liable for damage sustained by a Visitor and/or Customer that results from force majeure in the broadest sense of the word and does not accept any liability as such. Force majeure includes: strikes, fires, extreme weather condition, epidemics and all other circumstances that are beyond PAR-T BV's control. In the event of force majeure, PAR-T BV will have the right to move the Event to another date or to cancel the Event in whole or in part or to change (parts of) content of the programme of the Event.

Artikel 10 Privacy and personal data

- 10.1 Concluding an agreement with PAR-T BV means that the Visitor's personal and other data may be collected, recorded and stored in a data file. The personal and other data provided by the Visitor are processed by or on behalf of PAR-T BV.
- 10.2 The processing of personal and other data provided by the Visitor are subject to the PAR-T BV Privacy Statement, which can be consulted on the Website. PAR-T BV will handle the personal and other data it has obtained with due care and process them exclusively in accordance with the Personal Data Protection Act.
- 10.3 When concluding the agreement with PAR-T BV, the Visitor explicitly consents to the processing of personal and other data in accordance with PAR-T BV's Privacy Statement.
- 10.4 In the event image and/or sound recordings are made using security cameras during the Event and/or the Visitor's stay at the Event Location, PAR-T BV will have the right to hand these over to third parties, including the police and judicial authorities, in the case of (imminent) emergencies, violations and/or crimes.

Artikel 11 Complaints

11.1 PAR-T BV will do everything that is within its power within reason to make the Visitor's stay as enjoyable as possible at the Event Location during the Event. In that connection, PAR-T BV will limit as much as possible any nuisance or inconveniences for the Visitor and guarantee the safety of the Visitor as much as possible. In the unlikely event the Visitor has complaints concerning the performance of the Agreement and/or the services of PAR-T BV, the Visitor can report these in writing by sending an e-mail to info@par-t.nl. Complaints on the part of the Visitor must be reported to PAR-T BV within at most 7 (seven) days after the date of the stay at the Event Location.

Artikel 12 Disputes

- 12.1 These General Visitor Conditions and all Agreements to which these General Visitor Conditions apply are governed exclusively by Dutch law.
- 12.2 All disputes of any kind that arise between a Visitor and PAR-T BV pursuant to or in connection with the Agreement or further agreements in implementation thereof, will be submitted exclusively to the competent court in the Oost-Brabant court district.

12.3 If the General Visitor Conditions are also used in a language other than the Dutch language, the Dutch will be decisive in the case of disputes concerning their interpretation.

Drawn up in Erp, February 12th 2015