

## **GENERAL TERMS AND CONDITIONS ADMISSION TICKETS Wonderfeel**

### **Article 1 Applicability**

#### 1.1

These General Terms and Conditions for Admission Tickets apply to every offer and every agreement that is concluded between Wonderfeel and the person who orders / buys an admission ticket for Wonderfeel (hereinafter referred to as: the "customer").

These general terms and conditions also apply if these agreements are concluded through an official (pre)sales organization engaged by Wonderfeel for the event in question (hereinafter referred to as: "(pre)sales point").

#### 1.2

In these general terms and conditions, event is understood to mean (musical) performances and / or other manifestations in the broadest sense of the word.

#### 1.3

In these general terms and conditions, the place where the event is held means the actual location of the event as well as all grounds, spaces, fields, etc. around it, which are part of the complex within which the event takes place.

1.4 The applicability of any general terms and conditions of the customer is explicitly rejected.

### **Article 2 Establishment of the agreement / tickets**

#### 2.1

The agreement between Wonderfeel and the customer regarding visiting an event is concluded when the customer orders / buys an entrance ticket for the event from Wonderfeel or a (pre)sales point engaged by Wonderfeel.

#### 2.2

An admission ticket may consist of a document provided by or on behalf of Wonderfeel or a barcode provided by or on behalf of Wonderfeel. The barcode is a unique code.

#### 2.3

The admission ticket is issued once and gives one person access to the event.

#### 2.4

The admission tickets are and remain the property of Wonderfeel. 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 be granted access. Wonderfeel may assume that the holder of this admission ticket is also the person entitled to it (which is to say: is the customer). Wonderfeel is not obliged to carry out further checks with regard to valid admission tickets. The customer must ensure that he becomes and remains the holder of the admission ticket issued by Wonderfeel or a (pre)sales point engaged by Wonderfeel.

## 2.5

From the moment that the admission ticket is made available to the customer, the customer therefore bears the risk of loss, theft, damage or misuse of the admission ticket.

## 2.6

Only purchase from recognized (pre)sales points or from Wonderfeel guarantees the validity of the admission ticket. The burden of proof in this regard rests with the customer.

## 2.7

The admission ticket, consisting of a barcode, is issued to the customer via electronic communication (e-mail). If the customer has chosen to receive his admission ticket in this way, the customer must ensure that this admission ticket can be provided via electronic communication and that said providing can be done in a secure manner. Wonderfeel cannot guarantee the confidentiality of the issued admission ticket or the receipt of the admission ticket.

## 2.8

Wonderfeel reserves the right to set a maximum to the number of tickets to be ordered, and the customer is then obliged to adhere to the maximum set by Wonderfeel.

## 2.9

Tickets cannot be returned. The provisions of Article 6:230p sub e BW applies to admission tickets.

### **Article 3 Prohibition on resale, etc.**

#### 3.1

The customer is obliged to keep the admission ticket for an event to himself. Therefore, he is obliged not to resell, offer for sale, or offer or provide his ticket to third parties for commercial purposes. Wonderfeel can provide exemption from this prohibition on the sale of admission tickets via a ticket exchange platform designated by Wonderfeel.

#### 3.2

The customer who makes his admission ticket available to third parties free of charge and not in the context of commercial purposes, is obliged to impose the obligations imposed on him as a customer as set out in these General Terms and Conditions on the person to whom he provides the admission ticket as well. He stays responsible towards Wonderfeel that these person(s) will fulfill these obligations. Wonderfeel may decide to sell tickets for an event by name (i.e. personalized). In that case, the admission ticket is non-transferable and -- contrary to the provisions above -- provides access only to the customer. Wonderfeel 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 customer, and if it does not match, to refuse the holder access to the event.

### **Article 4 Other obligations of the customer**

#### 4.1

The customer is obliged if requested to cooperate with a search when visiting the event.

#### 4.2

The customer must be in possession of a valid and undamaged admission ticket both before

the start and during the event and for as long as he is at the location where the event is being held. He is obliged to show his admission ticket at the request of the event staff at the location where the event is being held, security, and other authorized persons.

#### 4.3

The customer is obliged to identify himself on first request, both during his visit to the event and when ordering the admission ticket, in order to enable Wonderfeel to, among other things, comply with its legal obligations in the context of events, including the obligation of not supplying alcohol to persons below the age limit set by the government.

#### 4.4

It is prohibited to take professional photography, film, and other recording equipment to the place where the event takes place for professional recordings without Wonderfeel's knowledge.

#### 4.5

It is prohibited to bring glassware, plastic bottles, cans, fireworks, weapons and / or dangerous objects and / or alcoholic drinks to the location where the event takes place. If Wonderfeel takes custody of such objects for the duration of the event, it does not accept any liability in this regard. Legally prohibited items will be confiscated and not returned.

#### 4.6

If the customer leaves the location where the event takes place after entering said location, his admission ticket loses its validity.

#### 4.7

The customer is obliged to comply with the regulations (including house rules) and / or instructions issued by Wonderfeel, the staff of the location where the event is held, security, the fire department, and other authorized persons. If a smoking ban is in force at the location of the event, this ban applies to all (including electronic) tobacco products.

#### 4.8

For independent visits to events (i.e. without the supervision of an adult) Wonderfeel applies a minimum advisory age of 16 years.

### **Article 5 Rights of Wonderfeel**

#### 5.1

In the event of violation by the customer of (one or more of) the provisions as mentioned in these general terms and conditions, Wonderfeel is entitled to invalidate the admission ticket or to refuse the customer (further) access to the event, in which case the customer is not entitled to a refund of the amount he has paid to Wonderfeel for the ticket (including service costs), whether or not via a (pre)sales address. Holders of invalidated tickets are not entitled to any refund or compensation in any other way.

#### 5.2

Wonderfeel reserves the right to deny the customer (further) access to the event or to remove him from the place where the event takes place if Wonderfeel deems this reasonably necessary to maintain peace and order during the event.

#### 5.3

If it is plausible that the admission ticket has been forged, Wonderfeel is entitled to refuse

the holder of this admission ticket (further) access to the event, without the customer or this ticket holder being able to claim any damage suffered as a result.

#### 5.4

The performing artists and Wonderfeel are entitled to (ask others to) record image and / or sound of the event and to use these images for promotional purposes for themselves or for the benefit of their partners or sponsors. Persons appearing in the recordings cannot claim any compensation.

### **Article 6 Force majeure**

#### 6.1

In case of force majeure in the broadest sense of the word, including in this context illness of and / or cancellation by musicians, strikes, fire, bad weather conditions, epidemics, etc., Wonderfeel has the right to postpone the event to a later date or to cancel the event.

#### 6.2

If the event is canceled by Wonderfeel as a result of or in connection with force majeure before it has started, Wonderfeel will only be obliged to refund to the customer the fee stated on the admission ticket, or, in the absence thereof, the fee (excluding service costs) that the customer has paid via the official (pre)sales point as referred to in Article 1.1.

If an event has to be canceled as a result of or in connection with force majeure after it has started, Wonderfeel will only be obliged to refund a part of the fee stated on the admission ticket, or in the absence thereof, the fee (excluding service costs) that the customer has paid via the official (pre)sales point as referred to in article 1.1. Refunds will only take place, within twelve weeks after the canceled date, after the customer has sent his / her valid and undamaged admission ticket for the (canceled) event by mail. Service costs or other damage will not be reimbursed.

#### 6.3

If the event is postponed by Wonderfeel to another date 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. If the customer is unable or unwilling to attend the event on the new date, he is entitled to send his admission ticket to Wonderfeel's mailing address for a refund of the fee stated on the admission ticket, or in the absence thereof, the fee (excluding service costs) that the customer has paid via the official (pre)sales address as referred to in Article 1.1. This refund will only take place if the customer sends a valid and undamaged admission ticket to Wonderfeel's postal address on time. If the event is moved to a later date, the customer cannot claim a refund of the aforementioned fee if he has not sent the relevant admission ticket within four weeks of the rescheduled date on which the event was to take place. If the event is moved to an earlier date than stated on the admission ticket, the customer's right to a refund of the fee will lapse if he does not send his admission ticket to the postal address of Wonderfeel within four weeks after the (old) date stated on the admission ticket. Service costs or other damages will never be reimbursed. The customer can also not claim (replacement) access to another event.

### **Article 7 Liability of Wonderfeel**

#### 7.1

Wonderfeel is liable for direct damage that the customer suffers and that is the direct and exclusive result of a shortcoming attributable to Wonderfeel. However, only damage for

which Wonderfeel is insured and which is reimbursed by the insurer is eligible for compensation. Not eligible for compensation are:

- a) consequential damage;
- b) non-material damage;
- c) damage caused by intent or deliberate recklessness on the part of Wonderfeel's staff and volunteers.

#### 7.2

Entering the place where the event takes place and attending the event is done by the customer at his own risk, in the sense that Wonderfeel does not accept any liability for damage caused by said entry or attendance.

#### 7.3

Wonderfeel will strive for the program to be carried out according to the announced time schedule as much as possible. However, it is not liable for deviations therein and for (possible) damages that may arise as a result for the customer and / or third parties. Starting times as stated on admission tickets are subject to change. The customer is obliged to regularly check (via the website or other communication channels of Wonderfeel) whether the start time is still the same.

#### 7.4

Furthermore, Wonderfeel is not liable for the content and the manner of execution of the program of the event, explicitly including the length of the program.

#### 7.5

Wonderfeel is also not liable for damage to the customer caused by loss or damage to the admission ticket.

### **Article 8 Personal data**

#### 8.1

Wonderfeel processes personal data of customers and visitors to its websites in accordance with the Personal Data Protection Act (Wet bescherming persoonsgegevens).

### **Article 9 Final provisions**

#### 9.1

These general terms and conditions and every agreement that exists between the customer and Wonderfeel is governed by Dutch law.

#### 9.2

All disputes that may arise as a result of the agreement between Wonderfeel and the customer or any agreement that may result from it, will be settled exclusively by the competent court in Amsterdam. Wonderfeel is at all times authorized to designate another legally competent judge.