

General Conditions with regard to admission tickets and event visits

General

Definitions

In these General Conditions the following definitions apply:

'The Flying Dutch': The private company with limited liability The Flying Dutch B.V., with its registered office and principal place of business at Vliegtuigstraat 6E (1059 CL) Amsterdam, listed in the Commercial Register of the Chamber of Commerce under number 62352261 and/or its affiliated companies;

'General Conditions': These General Conditions;

'Visitor': The Consumer visiting the Website and/or who buys an Admission Ticket for an Event and/or who visits an Event;

'Consumer': The natural person not acting in the course of a profession or a business;

'Digital Content': Digital content other than on a material carrier, for example downloads and streaming;

'Event': An event organised in the Netherlands by The Flying Dutch in the broadest sense of the word including indoor events, outdoor events and festivals;

'Admission Ticket': A physical and/or digital document, ticket or barcode delivered to the Visitor by The Flying Dutch and/or an official sales organisation engaged by The Flying Dutch, which entitles the holder to access and/or attend an Event;

'Website: theflyingdutch.com and/or any official website of an Event such as for instance, but not limited to theflyingdutch.com;

'Counterparty': A Visitor, a Consumer or a Supplier, as meant in these General Conditions.

1. Formation of the agreement

1.1 The agreement between The Flying Dutch and the Visitor with regard to the sale and delivery of Admission Tickets and visiting an Event is concluded at the moment that the Visitor orders and/or buys an Admission Ticket for the Event from The Flying Dutch or from an official (pre-)sale address engaged by The Flying Dutch. These General Conditions are applicable to all Admission Tickets and form an integral part of the said agreement. By acquiring and/or using an Admission Ticket and/or entering the Event the Visitor accepts the contents of these General Conditions.

2. Admission Ticket

2.1 The Admission Ticket entitles the Visitor to access and attend the Event. The Visitor will only gain access to the Event upon presentation of a valid and undamaged Admission Ticket. The Admission Ticket will be given once and entitles one person to enter the Event. Only the Visitor who upon commencement of the Event is the first one to show the Admission Ticket will be given access. The Admission Ticket remains the property of The Flying Dutch.

2.2 The Flying Dutch assumes that the holder of this Admission Ticket is also the person who bought the Admission Ticket. The Flying Dutch is not obliged to carry out further verification with regard to valid Admission Tickets. The Visitor himself must ensure that he becomes and remains the holder of the Admission Ticket provided by The Flying Dutch or by a (pre-)sales address engaged by The Flying Dutch. From the moment that the Admission Ticket has been provided to the Visitor, the risk of loss, theft, damage or abuse of the Admission Ticket rests on the Visitor.

2.3 The Flying Dutch reserves the right to impose a maximum on the number of Admission Tickets to be ordered per person and the Visitor is obliged to observe the maximum number imposed by The Flying Dutch.

2.4 The Flying Dutch only guarantees the validity of the Admission Ticket if the Admission Ticket has been bought from The Flying Dutch or from a (pre-)sales address acknowledged by The Flying Dutch. The burden of proof of this rests on the Visitor.

2.5 The Admission Ticket entitles persons above the age of 18 (in words: eighteen) to enter the Event, unless explicitly stated otherwise. The Flying Dutch will deny access to persons below the age of 18 to the Event, without The Flying Dutch being obliged to refund the admission fee.

2.6 If after having entered the Event or its location the Visitor leaves, the Admission Ticket will automatically lose its validity.

3. Prohibition of reselling the Admission Ticket

3.1 The Visitor is obliged to keep the Admission Ticket for himself. The Visitor is not allowed to resell the Admission Ticket and/or to offer it for sale to third parties for profit.

3.2 The Visitor is not allowed to advertise the Event or give any (other) form of publicity to the Event.

3.3 The Visitor is not allowed to transfer the agreement and/or rights arising from it to a third party unless this is for no consideration and not for profit. This stipulation has legal effect under property law. If the Visitor provides his Admission Ticket to a third party for no consideration and not for profit, he is also obliged to impose the obligations imposed on him as the Visitor as set out in the previous paragraphs of this Clause, on the person to whom he has made the Admission Ticket available. The Visitor guarantees to The Flying Dutch that this person/these persons will fulfil these obligations.

3.4 If the Visitor does not fulfil his obligations under this Clause, the Visitor will owe to The Flying Dutch a penalty immediately due and payable of €5,000.00 for each breach and €1,000.00 for every day that the breach continues, notwithstanding the right of The Flying Dutch to claim from the Visitor specific fulfilment and/or compensation for the loss suffered or still to be suffered.

3.5 In that case The Flying Dutch will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor (further) access to the Event, without the Visitor being entitled to repayment of the amount (including the service charges) which he paid to The Flying Dutch for the Admission Ticket, whether or not via an official (pre-)sales address.

4. Obligations of the Visitor

4.1 The Flying Dutch is entitled to body search the Visitor or have him body searched prior to entering and/or during the Event and the Visitor is obliged to have him or her body searched.

4.2 The Visitor is obliged to identify himself at the first request, during his visit to the Event as well as upon ordering the Admission Ticket, by presenting a valid proof of identity.

4.3 It is forbidden to possess or bring along to the Event any cameras, spray cans, sprays, selfie sticks, drones, glassware, plastic bottles, tins, (alcoholic) beverages, food, drugs, flammable substances, fireworks, (fire) arms and/or other dangerous objects. The Flying Dutch is entitled to confiscate these items. Any confiscated items shall not be returned but destroyed by The Flying Dutch and/or a third party appointed by The Flying Dutch.

4.4 Recording the Event without explicit prior written approval from The Flying Dutch by means of professional recording equipment with a commercial purpose in any form whatsoever, including photography, filming and making audio and/or visual recordings is not allowed. This also applies to reprinting and/or copying items from the program (booklet), posters and other printed works. If the Visitor acts in breach of this clause, The Flying Dutch is entitled to confiscate these recordings and to destroy, use and/or exploit them at its sole discretion, notwithstanding the right of The Flying Dutch to claim from the Visitor specific fulfilment and/or compensation of any damages thus suffered or still to be suffered.

4.5 If the Visitor has made recordings of a part of the Event by using non-professional recording equipment (such as a smartphone), these recordings are strictly for private use and they shall not be exploited in any way by the Visitor and/or made public for commercial purposes.

4.6 The Visitor is obliged to observe the (safety) regulations (including house rules) and/or directions of The Flying Dutch, the operators of the location where the Event is held, the security personnel (security), the fire services and other authorised personnel. The Visitor is not allowed to harass and/or interfere with other visitors and personnel present during the Event. Neither is the Visitor allowed during the Event and/or the location of the Event to be publicly under influence (from alcohol, drugs or otherwise) and/or to urinate outside the designated public toilets. If at the place of the Event there is also a smoking ban, this prohibition will apply to all smoking materials, including electronic smoking products (e-cigarettes).

5. Denied access to Event

5.1 If the Visitor breaches one or more of the provisions as set out in these General Conditions, The Flying Dutch is entitled to declare the Admission Ticket invalid, to deny the Visitor (further) access to the Event, to remove the Visitor from the location where the Event is held, to transfer the Visitor to the police and/or to claim compensation for any damages suffered or still to be suffered

5.2 The Flying Dutch at all times reserves the right to deny the Visitor any (further) access to the Event or to remove the Visitor from the location where the Event is held if The Flying Dutch in its sole opinion or discretion deems this necessary to maintain public order and safety during the Event. This for example applies if a visitor wears or carries clothing, texts or signs which, in the opinion of The Flying Dutch, may be offensive, discriminating, insulting to or cause aggression or unrest among other visitors.

5.3 If in the opinion of The Flying Dutch it is likely that an Admission Ticket has been forged, The Flying Dutch will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor any (further) access to the Event.

5.4 In the cases referred to in this Clause the Visitor will not be entitled to repayment of the amount that he has paid for the Admission Ticket (including the service charges) to The Flying Dutch, whether or not via an official (pre-)sales address. In addition, in the cases set out above the Visitor cannot claim any compensation and/or any damages suffered.

6. Recording the Event by or on behalf of The Flying Dutch

6.1 The Flying Dutch is entitled to record the Event, which includes the right to make video and/or audio recordings, or have them made, of the Event, the Visitor and the other visitors of the Event. The Flying Dutch is entitled to exploit and/or reproduce and/or publish these videos and/or sound recordings or have them published, in any form and in any way whatsoever. By entering (the location of) the Event the Visitor grants his or her unconditional consent to the making these recordings including the editing, publishing and exploitation thereof, without being entitled to any compensation.

6.2 Insofar as the Visitor has any right (including without limitation copyright, related rights and/or portrait right) with regard to the recordings referred to in this clause, the Visitor hereby transfers these rights to The Flying Dutch unrestricted and the Visitor hereby relinquishes irrevocably his/her moral rights or the Visitor will not invoke them. Should this transfer in advance not be legally valid, the Visitor will be obliged at the first request of The Flying Dutch to give the necessary written consent and/or to sign a transfer deed in which the said rights will be transferred to The Flying Dutch and/or to any of its affiliated companies free of charge.

7. Tokens

7.1 Consumption vouchers and/or consumption tokens bought during the Event will exclusively be valid during the Event. Consumption vouchers and/or consumption tokens bought cannot be exchanged.

8. Liability

8.1 The Visitor attends the Event at his own risk.

8.2 The Flying Dutch does not accept any liability for hearing loss, vision loss, blindness and/or other physical injuries and/or damage to goods, such as – but not limited to – clothing, whether or not inflicted by other visitors to the Event. The Flying Dutch explicitly advises the Visitor to wear ear protection during the Event.

8.3 The Flying Dutch will only be liable for damage to the Visitor that is the result of negligence attributable to The Flying Dutch.

8.4 The total liability of The Flying Dutch hereunder is limited to compensation of reasonable, documented and direct out-of-pocket expenses and damages of the Visitor to a maximum of the amount paid under the third party general liability insurance of The Flying Dutch.

8.5 The Flying Dutch's liability for indirect damage, including consequential loss, immaterial damages, lost profits, missed savings and/or damage due to business interruption, is excluded.

8.6 The Visitor is obliged to report any damages within 48 hours after the Event to The Flying Dutch via info@theflyingdutch.com or otherwise any right to claim damages is declined.

8.7 If The Flying Dutch directly or indirectly engages any subordinates, non-subordinates, auxiliary persons, third parties and/or other persons in performing the agreement, any liability of The Flying Dutch pursuant to Section 6:76 of the Dutch Civil Code, Section 6:170 of the Dutch Civil Code, Section 6:171 of the Dutch Civil Code and Section 6:172 of the Dutch Civil Code will be excluded and The Flying Dutch will not be liable for damage caused by these persons.

8.8 The Flying Dutch will endeavor to ensure that the Event will be performed as much as reasonably possible according to the time schedule and line-up announced. However, The Flying Dutch cannot be held liable for any changes and/or deviations and for any damage that might arise from this for the Visitor. The Flying Dutch can also not be held liable with regard to the way in which the artist performs and the length of the artists' performance. The start time stated on the Admission Ticket is with reservation.

8.9 The Visitor shall indemnify The Flying Dutch against any claims by third parties with regard to the damage for which the Visitor will be liable by law towards these third parties. The Visitor shall compensate The Flying Dutch for any damage including all legal costs incurred by The Flying Dutch that might be the result of any claim by those third parties.

9. Force majeure

9.1 In the event of force majeure, The Flying Dutch is entitled to reschedule the Event or to cancel it. Force majeure includes – without limitation – illness and/or cancellation of the performance by an artist, bad weather conditions, strikes, fire, collapse, fights, regulations imposed by the authorities, war conditions, terrorist threat and any other circumstances beyond the control of The Flying Dutch.

9.2 If The Flying Dutch cancels the Event due to force majeure before start of the Event or otherwise, the Visitor is entitled to a refund by The Flying Dutch of not more than the entrance price stated on the Admission Ticket, regardless of the price paid by the Visitor for the Admission Ticket. If The Flying Dutch cancels the Event due to force majeure during the Event (meaning: after start of the Event), the Visitor is entitled to a refund by The Flying Dutch of not more than a reasonable part of the entrance price stated on the Admission Ticket to be determined by The Flying Dutch. This right of the Visitor to a refund is valid for eight weeks from the date on which the cancelled Event should have taken place, to be exercised at a (pre-)sales address after presentation of a valid, undamaged Admission Ticket which also demonstrates that it has been bought directly by the Visitor. This refund does not include service charges, which will not be reimbursed. The Visitor cannot have the Admission Ticket replaced by an admission ticket for another Event, unless this is offered by The Flying Dutch for a individual case.

9.3 If The Flying Dutch reschedules the Event due to force majeure, the Admission Ticket is valid for that new date and/or venue. If the Visitor cannot attend the rescheduled Event, the Visitor is entitled to a refund of the entrance price by The Flying Dutch to a maximum of the entrance price stated on the Admission Ticket regardless of the price which the Visitor paid for the Admission Ticket. This right of the Visitor to a refund is valid for four weeks from the date on which the cancelled Event should have taken place, to be exercised at a (pre-)sales address after presentation of a valid, undamaged Admission Ticket which also demonstrates that it has been bought directly by the Visitor. This refund does not include service charges, which will not be reimbursed. The Visitor cannot have the Admission Ticket replaced by an admission ticket for another Event, unless this is offered by The Flying Dutch for a individual case.

10. Personal details

10.1 The Flying Dutch will process the personal details of the Counterparty in conformity with its privacy policy in accordance with the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*). This privacy policy can be viewed via the Website.

11. Other provisions

11.1 If one or more provisions in the General Conditions are invalid or is/are annulled, the remaining provisions will remain fully applicable. In that case The Flying Dutch and the Counterparty will replace the invalid or annulled provision(s) by (a) legally valid provision(s) seeking as much as possible a connection with the original intent of the respective Clause.

11.2 The Flying Dutch is at all times entitled to amend these General Conditions unilaterally.

12. Applicable law, competent court

12.1 These General Conditions and the associated agreement are exclusively governed by Dutch law.

12.2 Any disputes arising from or associated with the General Conditions and the associated agreement will exclusively – to the exclusion of any other court – be submitted to the district court of Amsterdam.