

General

1. Definitions

In these General Conditions the following definitions apply:

'BIOTA': The private company with limited liability BIOTA Entertainment B.V., with its registered office and principal place of business at Isabellaland 1628, 2591 Den Haag listed in the Commercial Register of the Chamber of Commerce under number 70695075 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 BIOTA in the broadest sense of the word including indoor events, outdoor events and festivals;

'Product': An item within the sense of Section 3:2 of the Dutch Civil Code, such as merchandise, clothing, posters, books, material carriers, CDs and DVDs;

'Third Party': Every party that sells a product or service in relation to the Event, not being BIOTA;

'Distance Contract': The agreement with regard to buying and delivering physical products and/or digital content, whereby (up to and including) the formation of that agreement only one or more techniques for distance communication are used in connection with a distance sale system organised by BIOTA (the Website);

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

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

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

2. Applicability

2.1 These General Conditions are applicable to all offers by BIOTA and to all agreements between BIOTA and the Counterparty indicated in this document.

2.2 These General Conditions are also applicable to agreements formed with the intervention of an official sales organisation engaged by BIOTA such as but not limited to Eventix.

2.3 If an Event is organised by a company affiliated to BIOTA, these General Conditions will be applicable provided they can be consulted on the website of the respective Event. Therefore the respective company will be the contracting party and also the 'user' of these General Conditions in accordance with Section 6:231 under b of the Dutch Civil Code. BIOTA Entertainment B.V. itself will never be the contracting party and/or the legal 'user' of these General Conditions and will therefore never be a party in a dispute nor be liable towards a Counterparty.

2.4 The applicability of any terms and conditions of the Counterparty are hereby rejected by BIOTA.

2.5 Any deviation from the General Conditions will only be binding if BIOTA has agreed to this deviation in writing.

3. Viewing

3.1 For entering into the agreement the General Conditions are made available electronically in such a way that the Counterparty can save them onto a durable data carrier. Moreover, the General Conditions can be viewed via the relevant Website. In addition, at the first request, these General Conditions will be sent electronically or in another way to the Counterparty. A request to this end can be sent to INFO@BIOTAEVENTS.NL

4. Amendments

4.1 BIOTA reserves the right to amend the General Conditions unilaterally. The amended version of the General Conditions will be clearly published on the relevant Website. The amended version of the General Conditions will be effective from the moment of publication

General Conditions with regard to admission tickets and event visits

1. Formation of the agreement

1.1 The agreement between BIOTA 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 BIOTA or from an official (pre-)sale address engaged by BIOTA. 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 BIOTA.

2.2 BIOTA assumes that the holder of this Admission Ticket is also the person who bought the Admission Ticket. BIOTA 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 BIOTA or by a (pre-)sales address engaged by BIOTA. 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 BIOTA 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 BIOTA.

2.4 BIOTA only guarantees the validity of the Admission Ticket if the Admission Ticket has been bought from BIOTA or from a (pre-)sales address acknowledged by BIOTA. 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. BIOTA will deny access to persons below the age of 18 to the Event, without BIOTA 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.

2.7 Admission Tickets will be sent to the Consumer no later than 1 days before the Event.

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 BIOTA 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 BIOTA 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 BIOTA to claim from the Visitor specific fulfilment and/or compensation for the loss suffered or still to be suffered.

3.5 In that case BIOTA 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 BIOTA for the Admission Ticket, whether or not via an official (pre-)sales address.

4. Obligations of the Visitor

4.1 BIOTA 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, selfiesticks, drones, glassware, plastic bottles, tins, (alcoholic) beverages, food, drugs, flammable substances, fireworks, (fire) arms and/or other dangerous objects. BIOTA is entitled to confiscate these items. Any confiscated items shall not be returned but destroyed by BIOTA and/or a third party appointed by BIOTA.

4.4 Recording the Event without explicit prior written approval from BIOTA 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 programme (booklet), posters and other printed works. If the Visitor acts in breach of this clause, BIOTA is entitled to confiscate these recordings and to destroy, use and/or exploit them at its sole discretion, notwithstanding the right of BIOTA 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 BIOTA, 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, BIOTA 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 BIOTA 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 BIOTA 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 BIOTA, may be offensive, discriminating, insulting to or cause aggression or unrest among other visitors.

5.3 If in the opinion of BIOTA it is likely that an Admission Ticket has been forged, BIOTA 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 BIOTA, 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 BIOTA

6.1 BIOTA 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. BIOTA 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 BIOTA 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 BIOTA to give the necessary written consent and/or to sign a transfer deed in which the said rights will be transferred to BIOTA and/or to any of its affiliated companies free of charge.

7. Tokens, chips, payment cards

7.1 Tokens, chips or other payment methods used during an Event are valid for that Event only without any reimbursement during or after the Event.

7.2 Payment cards with a specific credit that can be purchased during an Event are only valid during the Event. After the Event has ended, BIOTA is never obliged to refund the purchase amount on the payment card. If the payment card is lost or stolen, a refund of the remaining credit is not possible. BIOTA is never liable for loss and/or theft of a payment card.

8. Ticket Installment Plan

For some Events, Visitors will be offered the opportunity to make use of a so-called ticket installment plan ("Ticket Installment Plan"), whereby a Visitor buys an Admission Ticket through one or more installments. In case Visitors wish to make use of a Ticket Installment Plan, the following Ticket Installment Plan terms and conditions of the company who provides the ticket installment plan.

9. Requested down payment

For some Events, Visitors will be requested to make a down payment. After making such a down payment (if applicable), the Visitor will be informed by email when the remainder of the Admission Ticket price needs to be paid. Should the Visitor fail to fulfill the remaining financial obligations within the communicated period to the Visitor, the Visitor is in default by operation of law and shall not be reimbursed for the amount already paid in advance.

10. Liability

10.1 The Visitor enters the Event, which could be via a car park or shuttle busses which are used to bring the Visitor to the Event, and attends the Event at his own risk. BIOTA cannot be held liable for any damage which the Visitor has suffered in this regard.

10.2 BIOTA 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. BIOTA explicitly advises the Visitor to wear ear protection during the Event.

10.3 BIOTA will only be liable for damage to the Visitor that is the result of negligence attributable to BIOTA.

10.4 The total liability of BIOTA 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 BIOTA.

10.5 BIOTA'S liability for indirect damage, including consequential loss, immaterial damages, lost profits, missed savings and/or damage due to business interruption, is excluded.

10.6 The Visitor is obliged to report any damages within 48 hours after the Event to BIOTA via info@bonbonentertainment.nl or otherwise any right to claim damages is declined.

10.7 The Visitor is obliged to report any complaints within 14 days after the Event to BIOTA via info@bonbonentertainment.nl or otherwise any right to compensation is declined.

10.8 If BIOTA directly or indirectly engages any subordinates, non-subordinates, auxiliary persons, third parties and/or other persons in performing the agreement, any liability of BIOTA 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 BIOTA will not be liable for damage caused by these persons.

10.9 BIOTA will endeavour to ensure that the Event will be performed as much as reasonably possible according to the time schedule and line-up announced. However, BIOTA cannot be held liable for any changes and/or deviations and for any damage that might arise from this for the Visitor. BIOTA 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.

10.10 The Visitor shall indemnify BIOTA 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 BIOTA for any damage including all legal costs incurred by BIOTA that might be the result of any claim by those third parties.

11. Cancellation and postponement

11.1 In the event of force majeure, BIOTA is entitled to move the Event to another date or location or to cancel the Event. Force majeure includes – without limitation – illness and/or cancellation of the performance by an artist, bad weather conditions, strikes, fire, global health concerns, epidemics, pandemics (such as Covid-19) or the consequences of a pandemic, collapse, fights, regulations imposed by the authorities, war conditions, terrorist threat and any other circumstances beyond the control of BIOTA.

11.2 BIOTA 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, BIOTA will publicize this fact as far as possible in the manner that it deems appropriate, including among others through mentioning the applicable terms for a refund on the Website.

11.3 If BIOTA cancels the Event due to force majeure before the start of the Event or otherwise, the Visitor is entitled to a monetary refund of the entrance price stated on the Admission Ticket regardless of the price which the Visitor paid for the Admission Ticket. BIOTA is not obliged to refund the booking and service fees, but may nevertheless decide to refund those for a certain Event. If BIOTA cancels the Event due to force majeure during the Event (meaning: after the start of the Event), the Visitor is entitled to a refund by BIOTA of not more than a reasonable part of the entrance price stated on the Admission Ticket to be determined by BIOTA. The monetary refund shall only be made if the Visitor produces a valid, undamaged Admission Ticket which proves it was bought by the Visitor, in the manner stipulated and announced by BIOTA (or the party that processed Admission Ticket payment).

11.4 If BIOTA reschedules the Event due to force majeure, the Admission Ticket will remain valid for the new date that the Event is moved to. If the Visitor cannot or does not wish to attend the rescheduled Event, the Visitor will notify BIOTA within 14 days after the announcement of the rescheduling of the Event via the manner stipulated and announced by BIOTA (or the party that processed Admission Ticket payment). The Visitor is then entitled to a monetary refund of the entrance price stated on the Admission Ticket. BIOTA is not obliged to refund the booking and service fees, but may nevertheless decide to refund those for a certain Event. The monetary refund shall only be made if the Visitor produces a valid, undamaged Admission Ticket which proves it was bought by the Visitor.

11.5 If the Event is not banned by the authorities nor cancelled by BIOTA because of force majeure, but a Visitor nevertheless decides not to attend the Event due to, for example, fear, health problems or disappointing weather, the Visitor cancels at his own expense.

12. Standholders at the Event

At the Event, Visitors may be offered products by Third Parties, such as merchandise items and food or beverages. It should be noted that BIOTA is not a party to any agreement between the Visitor and the Third Party. The Visitor indemnifies BIOTA against any claim for costs or damage that may arise from an agreement between the Visitor and the Third Party.

Final provisions

1. Personal details

1.1 BIOTA will process the personal details of the Counterparty in conformity with its privacy policy in accordance with the General Data Protection Regulation (*De Algemene Verordening Gegevensbescherming*). [This privacy policy](#) can be viewed via the Website.

2. Other provisions

2.1 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 BIOTA 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.

2.2 BIOTA is at all times entitled to amend these General Conditions unilaterally.

3. Applicable law, competent court

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

3.2 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.

