

## General terms and conditions of Stichting de Kloontjes / Visitors

### 1. definitions

- 1.1. **“Organisation”**: Stichting De Kloontjes, with its registered office in Oisterwijk (Ch. of Comm.: 18069737) and also the legal entities/natural persons that are charged with the organisation of an Event on its behalf.
- 1.2. **“Event”**: every activity organised by the Organisation including music festivals, catering, festivals, marches and festival camping, all this in the broadest sense of the word.
- 1.3. **“Visitor”**: every natural person or legal entity who has bought or has acquired an admission ticket in a valid manner for an Event organised by the Organisation and every person who wishes to have access to an Event with a valid admission ticket.
- 1.4. **“Site”**: all buildings, (whether or not covered), spaces, fields, squares, etc. that form part of the area where the Event takes place, also including the parking spaces and access routes.
- 1.5. **“Admission ticket”** or **“Admission tickets”**: a (digital) document or a barcode provided by or on behalf of the Organisation, with which the Visitor can acquire access to a specifically named Event.
- 1.6. **“Coins”**: coins issued by the Organisation which Visitors can purchase for an amount determined by the Organisation, and which can be used as a means of payment during the Event at the places designated for this purpose by the Organisation.

### 2. applicability

- 2.1. These general terms and conditions apply to - and form an integral part of - every offer and every agreement with regard to the services or products of whatsoever nature to be delivered by the Organisation, unless expressly agreed otherwise in writing.
- 2.2. These general terms and conditions also apply to agreements that are concluded with, or as the case may be through (or by means of brokerage activities of), the official (advance) sale addresses designated for this purpose by the Organisation.
- 2.3. These general terms and conditions also apply during the Event and to all (further) agreements that the Visitor concludes with the organisation (such as the purchase of Coins, drink and food and merchandise).
- 2.4. These general terms and conditions can also be consulted (and saved) on the Event's website and are placed for perusal at the entrance to the Event.
- 2.5. Internal rules can apply to an Event. The internal rules can be consulted on the website of the Event concerned and are placed for perusal at the entrance to the Event. The Visitor hereby expressly declares to agree to the internal rules and also declares that he/she will behave in conformity with these internal rules.

### 3. ticketing

- 3.1. The agreement between the Organisation and the Visitor comes into effect at the time when the Visitor orders/buys one or more Admission Tickets from the Organisation or from one of the official (advance) sale address designated by the Organisation for this purpose, or as the case may be by the providing of an Admission Ticket by a person who wishes to acquire access to the Event.
- 3.2. The Organisation provides to the Visitor a one-off Admission Ticket or the Admission Tickets for the Event concerned in a manner to be determined by the Organisation (for example by email). The Visitor declares to have the possession of proper resources (such as a printer) in order to be able to physically show the Admission Ticket at the entrance of the Event.
- 3.3. The providing of an Admission Ticket gives one person a one-off right to access to the Event.
- 3.4. Only the holder of the Admission Ticket who first shows the Admission Ticket at the Event will gain access to the Event. The Organisation will not be obliged (but will be entitled) to conduct further inspection with regard to the Admission Tickets regarding whether or not the holder thereof is also the rightful owner.
- 3.5. The Visitor must personally ensure that he/she becomes and remains the holder of the Admission Ticket provided by the organisation, or by an (advance) sale address engaged by the Organisation. From the time that the Admission Ticket has been made available to the Visitor the risk of loss, theft, damage or misuse of the Admission Ticket will be vested in the Visitor.

#### **4. prohibition of resale**

- 4.1. The Visitor is prohibited from, without the express permission in writing from the Organisation, selling (reselling) Admission Tickets for an Event, offering these for sale and/or providing these to third parties for, or in the context of, commercial purposes. Commercial purposes mean every sale whereby the seller receives a higher amount for the tickets than the Organisation has determined for these tickets. If the aforesaid has been contravened the Organisation will be entitled to declare the Admission Ticket invalid without the Organisation being obliged to refund any amount paid.
- 4.2. In the event of breach of this article the Organisation will be entitled to refuse access to the Event to the buyer of the Admission Ticket as referred to in the previous subclause and to recover all ensuing damage from the Visitor.

#### **5. access to the Event**

- 5.1. Only an original, valid and undamaged Admission Ticket will give access to the Event.
- 5.2. The Organisation can decide to provide Visitors with an item (such as a wrist band), as a result of which it will be transparent if and to what the Visitor concerned has access, hereinafter referred to as the "ID-means". The Visitor expressly declares to provide his/her cooperation to this. The Visitor must at all times during the Event and on the Site carry the ID-means in the manner stated and is not permitted to break any seal. In the event of the breaking of this seal and/or loss the ID-means will lose its validity and the Visitor can be removed from the Site and denied further access.
- 5.3. During the visit to the Site the Visitor will strictly follow instructions from the Organisation's employees present there, as well as members of the police, fire service, municipal health service or other competent authorities.
- 5.4. The Visitor can at or before the entering of the Site, on the Site and also during the Event be body searched. The Visitor expressly agrees to a body search. If the Visitor were to refuse cooperation to this the Visitor will be denied access to the Site.
- 5.5. To acquire access to the Event and/or the Site the Visitor must be in the possession of a valid proof of identity (passport, identity card or driving licence), which must be shown on request.
- 5.6. The minimum age for access to the Event is 17 years, unless stated otherwise.
- 5.7. Access to the Event is possible from the opening time until the closing time. Both times are set out on the Admission Ticket and/or the Event's website. The closing time is not necessarily also the end time of the Event.
- 5.8. Partly due to security concerns, it is not possible to temporarily leave the Site after arrival, except for if the Organisation were to expressly agree thereto.
- 5.9. The following items are prohibited on the Site, unless stated otherwise in the internal rules of the Event concerned:
  - food & drink brought with the Visitor;
  - nutritional supplements & protein brought with the Visitor;
  - glass items, sharp items, umbrellas, (firearms) weapons, laser pens;
  - drugs;
  - vehicles (such as inter alia cars, trailers, caravans, campers and bicycles);
  - construction tents;
  - pets;
  - liquids such as (aerosols with) deodorant, lighter fuel and perfume;
  - sound systems, generators/aggregates, BBQs, stoves, fridges, barrel tap systems, large objects (such as sofas), confetti/party poppers;
  - clothing with discriminatory (such as nationalistic and/or racist), offensive and/or threatening signs or statements and also clothing with insignia or club names (such as football shirts);
  - professional camera, film and other recording equipment.
- 5.10. It is only permitted to bring medicines to the Event if:
  - the medicines are still in the original and sealed packaging; and
  - are provided with the original patient information leaflet; and
  - it can be demonstrated why these medicines must be taken.

If the aforesaid conditions are not fulfilled - or the Organisation has reasons to doubt the substances/medicines - the Organisation will be entitled to take possession of the medicines,

without the Organisation being obliged to compensation of the (value of these) medicines, and to deposit the medicines in the container intended for this purpose.

- 5.11. The Organisation can confiscate (have confiscated) items found as referred to in article 5.9. Legal items - that are also valuable - can be collected after the end of the Event after a payment to be determined by the Organisation is paid. Illegal items will be handed over to the police. In the event of finding illegal items the Organisation can refuse the Visitor access to the Event.

## **6. Coins**

- 6.1. During Events and on the Site payments can only be made with Coins bought from the Organisation, unless otherwise stated by the Organisation. Coins are and remain the property of the Organisation.
- 6.2. Coins can be bought prior to the Event as well as on the Site.
- 6.3. Every version of every Event has its own Coins which are only valid during that version of the Event. Bought Coins cannot be returned and are not exchangeable for money.
- 6.4. The Visitor is prohibited from selling (on) Coins.

## **7. other provisions**

- 7.1. There are toilet facilities present on the Site. These are accessible free of charge, unless stated otherwise. The Visitor is obliged to use these facilities. Defecating or urinating in places other than the toilet facilities is strictly prohibited.
- 7.2. Smoking is prohibited in all indoor/covered locations on the Site.
- 7.3. Throwing drinks or objects is prohibited.
- 7.4. The taking away of property belonging to the Organisation is prohibited. The taking away of property belonging to the Organisation is considered to be theft. This will be reported to the police.
- 7.5. The Visitor is prohibited from behaving in such a manner that the order of the Event is disrupted.
- 7.6. In the event of destruction of property belonging to the Organisation, or to third parties, located on or around the Site, this will be reported to the police.
- 7.7. The selling of goods on or around the Site prior to, during and after the Event is prohibited without the express permission in writing from the Organisation.
- 7.8. Advertising in the broadest sense of the word is prohibited on or around or in the vicinity of the Site prior to, during and after the Event, without the express permission in writing from the Organisation. This prohibition concerns inter alia the advertising of other events or matters. Every form of advertising (such as by using flyers or spreading stickers, hanging up posters or approaching Visitors) is prohibited. A financial penalty of at least € 1,000 will be imposed on the Visitors (and/or persons) who act contrary to these provisions or have given instructions for this purpose and/or the organisation of the event concerned which is being advertised.
- 7.9. Visitors under the age of 18 years are prohibited from buying, carrying, drinking and/or trying to acquire the possession of alcoholic drinks. The Organisation has the right to remove Visitors who act contrary to this article from the Site without the Organisation being obliged to refund the admission fee.
- 7.10. Visitors, regardless of their age, are prohibited from providing alcoholic drinks (whether or not for payment) to anyone under the age of 18 years. The Organisation has the right to remove Visitors who act contrary to this article from the Site without the Organisation being obliged to refund the admission fee.

## **8. media and media equipment**

- 8.1. Photo and film recordings can be made during the Event on the instructions of (or with accreditation from) the Organisation. The Visitor expressly agrees to image and/or sound recordings being made of the visitors (and therefore also possibly of the Visitor), of the Event, on and around the Site, and that these will be disseminated or utilised through all possible forms of media.
- 8.2. The Visitor is permitted during the Event to bring photographic equipment intended for consumer use to the Site and to make use of this equipment. Photographic equipment intended for consumer use is taken to mean: digital compact cameras (with normal and fixed lenses), telephones with photo cameras and disposable cameras. It is not permitted to bring professional photographic equipment or accessories (such as a (telescopic) tripod; including, for example, a GoPro Telescoping Pole). The bringing of film cameras is also prohibited. Whether or not equipment is regarded as prohibited as referred to in this article will be exclusively at the assessment of the Organisation. If you are uncertain whether or not the photographic

equipment that you wish to bring is permitted, then please contact the Organisation by email prior to the Event.

- 8.3. In the event that a Visitor makes use of the prohibited equipment referred to in article 8.2 on the Site the Organisation will be entitled:
  - a) to take temporary custody of the equipment, until (at the discretion of the Organisation):
    1. the Event has ended; or
    2. until the Visitor has demonstrated that all recordings and any copies thereof are deleted; or
    3. until a time to be determined later if the Organisation has reasonable grounds for this;
  - b) to remove Visitors who act contrary to article 8.2 from the Site without the Organisation being obliged to refund the admission fee.
- 8.4. Professional (press) photographers and/or persons who wish to take photos or make film recordings of an Event from a commercial perspective must be in the possession of a valid accreditation from the Organisation.
- 8.5. The making of prints of and copying from the programme (booklet), posters, other printed matter and/or digital forms of communication and publicity of the Organisation or the Event is prohibited without the prior permission in writing from the Organisation.
- 8.6. The Organisation is entitled to inspect whether actions are being conducted which are contrary to the aforesaid articles and is also entitled to seize and/or destroy any recordings.

## 9. force majeure

- 9.1. In the event of force majeure the Organisation will have the right to cancel the Event or to postpone the Event to another date.
- 9.2. The concept 'force majeure' as referred to in this article also includes all unforeseen circumstances arisen through no fault or actions on the part of the Organisation such as; cancellation by artist(s), fire, strike action, bad weather conditions, etc.
- 9.3. If the Event is cancelled as a result of or related to force majeure the Organisation will refund the purchase amount of the Admission Ticket (excluding fees). The Visitor cannot make any claim with regard to the Organisation to any payment (of compensation) except for the refund of the purchase amount. Refund will only be proceeded with after the return of an original, valid and undamaged Admission Ticket by the Visitor to the Organisation.

## 10. liability

- 10.1. The Visitor is a consumer: The liability of the Organisation is limited to compensation of direct damage, whereby the amount to be paid to the Visitor will never amount to more than the amount that the Organisation's insurer pays in the case concerned. The Organisation will never be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption.
- 10.2. The Visitor is a natural person or legal entity who acts in the exercise of a profession or company: the Organisation is exclusively liable for damage suffered by the Visitor, if and insofar as this damage is the direct result of intention or wilful recklessness on the part of the management of Stichting de Kloontjes. In that event the liability will be limited to compensation of direct damage to a maximum of the amount that the Organisation's insurer pays in the case concerned.
- 10.3. The entering of the Site and the visiting of the Event takes place entirely at one's own risk. Safes are available on the Site for the storage of valuables - whether or not for payment - unless stated otherwise. The use of a safe is entirely at one's own risk. The Organisation is not liable for damage or theft of the Visitor's possessions.
- 10.4. Making use of the transport services such as the Shuttle service, which are provided by the Organisation or commissioned by the Organisation by Visitor, takes place entirely at one's own risk.
- 10.5. The Visitor declares to be aware that loud music will be played during the Event. The Visitor is personally responsible for taking hearing protective measures as required. The Organisation advises the Visitor to give his/her hearing a rest from time to time during the Event by going to a space or place where less loud music is played and to at all times wear hearing protection.
- 10.6. Amendments of, or derogations from, the programme which take place after the purchase of the Admission Ticket do not give any right to revocation of the purchase (for example by means of termination or annulment) and therefore also not to (partial) refund of the purchase amount.

10.7. The Organisation is not responsible for the manner in which artists / acts perform their contribution to the Event.

#### **11. termination**

- 11.1. The Organisation always has the right to terminate the agreement with the Visitor wholly or in part. Termination means in that case that the order of Admission Tickets is cancelled. Tickets already purchased will no longer be valid from that time. In the event of cancellation of an order, the full purchase amount (excluding the fee paid by the Visitor) will be refunded to the Visitor. The Visitor cannot make any claim to any payment (of compensation) except for the refund of the purchase amount. If an order is cancelled after the Visitor has been provided with an Admission Ticket, the refund of the purchase amount will only be proceeded with after the return of an original, valid and undamaged Admission Ticket by the Visitor.
- 11.2. If the Visitor acts contrary to the agreement (including these general terms and conditions) the Visitor can inter alia be removed from the Site and denied further access. In addition the Visitor will be liable for all damage ensuing from his/her actions. The Visitor is obliged to pay an amount of at least € 150,00 to the Organisation, even if the actual damage that is suffered by the Organisation would be less.

#### **12. personal data**

- 12.1. The Organisation processes personal data of Visitors and of Visitors to its websites in accordance with the Personal Data Protection Act.

#### **13. Recording the Event by or on behalf of Organisation**

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

#### **14. concluding provisions**

- 14.1. Dutch law applies exclusively to these general terms and conditions.
- 14.2. These general terms and conditions are drawn up in Dutch and translated into English. In the event of any inconsistency between the Dutch version and the English translation the Dutch version will be exclusively binding.
- 14.3. The Breda District Court has exclusive jurisdiction to hear and determine disputes that are directly or indirectly related to any agreement or legal act to which these general terms and conditions apply.
- 14.4. Insofar as the courts designated in these terms and conditions, in the event of an agreement with a Visitor who is a consumer, has no territorial jurisdiction, the Visitor will be entitled within one month from the Organisation relying in writing on this article to choose adjudication of the dispute by the court with territorial jurisdiction in accordance with the law.
- 14.5. In case of a dispute with the Organisation, the Visitor can access the Online Dispute Resolution platform of the European Committee <http://ec.europa.eu/consumers/odr/>.

**Contact:** If you have any further questions concerning these general terms and conditions then please contact [klantenservice@intentsfestival.nl](mailto:klantenservice@intentsfestival.nl) or [info@kloontjes.nl](mailto:info@kloontjes.nl)

Version 1.4, dated 10 January 2017.