

GENERAL TERMS AND CONDITIONS APPLICABLE BETWEEN TRYSCAL EVENTS AND ITS VISITORS

Chapter 1	General
Chapter 2	Privacy provisions and conditions for Visitor registration
Chapter 3	Conditions for visiting Events
Chapter 4	Conditions for online purchases of downloads and merchandise
Chapter 5	Conditions for services or products to be supplied by third parties
Chapter 6	Final provisions

CHAPTER 1 GENERAL

Article 1 Tryscal Events and these general terms and conditions

1.1

These general terms and conditions will be used by Tryscal Events, part of the Honderdzes company. Tryscal Events will send them free of charge at the request of an interested party and will display these terms and conditions on their website(s).

Tryscal Events as referred to here is thus the 'user' of the general terms and conditions within the meaning of Section 231(b), Book 6 of the Dutch Civil Code.

Tryscal Events is never a party itself to any agreement with the other party or the user of these general terms and conditions within the meaning of the law. As such, Tryscal Events is never a party to a dispute or liable towards the other party under these general terms and conditions.

1.2

Tryscal Events has its registered office at Lindholm 106, 2133 CX Hoofddorp, the Netherlands.

Tryscal Events can be reached via the e-mail address [events@tryscal.nl](mailto:events@tryscal.nl)

1.3

These general terms and conditions apply among online visitors to any website or app of Tryscal Events. These terms and conditions also apply to visitors of any event organised by Tryscal Events. Both types of visitors are covered by the definition of 'Visitor'. The Visitor may also be the natural person and consumer who enters into a purchase contract with Tryscal Events, that is governed by the rules of Book 7 of the Dutch Civil Code on consumer sales, Section 227a and b, Book 6 of the Dutch Civil Code on the formation of electronic contracts and Section 46a, Book 7 of the Dutch Civil Code on distance purchase contracts.

Article 2 Disclosure and application of these general terms and conditions

2.1

These general terms and conditions have been filed by Honderdzes at the Chamber of Commerce by under number 34336487 and may be requested and examined by any Visitor. These terms and conditions will also be sent to anybody free of charge on request. Such a request can be submitted by e-mail to [events@tryscal.nl](mailto:events@tryscal.nl)

2.2

These general terms and conditions are also available electronically on the Website and the Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.

2.3

The Website of Tryscal Events clearly states the address and contact details of the Honderdzes company that is responsible for the content of its Website.

2.4

Tryscal Events also refers, where reasonably possible, to the general terms and conditions on an admission ticket for an Event. The Visitor can also take note of the general terms and conditions when entering an Event, where these terms and conditions – or at least an extract thereof – are visible at the entrance.

## 2.5

When purchasing a product or procuring a service via a Website or app and when registering as a Visitor on the Website or via an app, the Visitor will be able to take note of the general terms and conditions before entering into an electronic contract.

### Article 3 Definitions

#### 'General terms and conditions':

These general terms and conditions apply to every legal relationship between a consumer (hereinafter: the Visitor) and Tryscal Events with regard to the matters governed by these terms and conditions. They form an integral part of all agreements relating to the purchase, donation and supply of products and services via the Website. The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code. These general terms and conditions comply with the legislative requirements for distance purchase contracts.

#### 'Tryscal Events':

The relevant company that is the user of these general terms and conditions in relation to the Visitor to its Website or its Event, for which this company is responsible in all respects.

#### 'Website':

Every website or app of Tryscal Events, as operated and presented by that legal entity, to which these general terms and conditions apply and on which the following can be offered, whether or not in return for payment: news, campaigns, prize questions, competitions, information, downloads and streams, merchandise, CDs, a forum or social network, and on which various third-party services may be offered with regard to the sale of tickets, transport tickets, hotel rooms or other services and products.

#### 'Third-party services':

Services and products of third parties that are offered on or via a Website or app, which is visible to the Visitor by clicking through to a page of this third party within the Website or by means of a hyperlink to a subsequent webpage or via an app, to which the general terms and conditions of the relevant provider of the services and products always apply in relation to the Visitor and must be accepted by the Visitor before a product or service is purchased.

#### 'Visitor':

The visitor to a Website and/or an Event, the user of an app exploited by or on behalf of Tryscal Events, or the purchaser of a Product on the Website or via an app, according to the meaning of the provisions of these terms and conditions. The visitor is always a consumer who is not acting in the course of a profession or running of a business, or on behalf of these, and is the party designated by law as the 'other party' in Section 231(c), Book 6 of the Dutch Civil Code.

#### 'Event':

Any event – including a festival and any associated camping facilities – organised by Tryscal Events in the Netherlands at its own expense and risk and for which Tryscal Events uses these terms and conditions in relation to Visitors.

#### 'Product':

A product that is offered by Tryscal Events to the Visitor on the Website or via an app which may consist of a digital (non-physical) product such as a Download, Stream or an e-ticket, or a Merchandise product that is ordered online but physically sent to the Visitor.

#### 'Merchandise':

A physical product, such as an item of clothing, bearing a trade mark, name, logo or any artist's name of or under the control of Tryscal Events, or a physical CD or DVD/BluRay (i.e. a physical sound or image carrier), which is purchased via an online web shop or an app of Tryscal Events and sent by ordinary post to the Visitor, to which purchase certain specific terms and conditions apply.

#### 'Download':

A digital file – usually a music or video file – which is received from the Website or via an app by the computer of the Visitor, at his request, via an internet connection, and which is normally offered in exchange for payment by a Website or an app in MP3 format with a minimum of 192 Kbps.

‘Stream’:

Listening, playing and/or viewing of a file by the computer of the Visitor via an internet connection, without that file being transferred to the Visitor’s computer.

#### Article 4 Amendment of terms and conditions

These general terms and conditions may be amended from time to time. An amended version will then be published on the Website and filed at the Chamber of Commerce. The amended terms and conditions will apply from the publication date. If the Visitor does not wish to accept the amended terms and conditions, he must immediately stop using and visiting the Website or purchasing products and/or services from Tryscal Events.

## CHAPTER 2 PRIVACY PROVISIONS AND VISITOR REGISTRATION

### Article 5 Privacy provisions

#### 5.1

The privacy provisions in these general terms and conditions correspond to the ‘privacy policy’ as also separately applied and published on every website and app of Tryscal Events. The use of the personal data of the Visitor is governed by the said privacy policy’ of Tryscal Events.

#### 5.2

Tryscal Events processes the personal data of the Visitor in accordance with the Dutch Personal Data Protection Act (Wet Bescherming Persoonsgegevens). Tryscal Events respects the privacy of every Visitor and ensures that the personal data of the Visitor are treated confidentially and with care.

#### 5.3

The details of the Visitor will be saved and used by Tryscal Events to ensure that the supply of Products and associated services runs as quickly and smoothly as possible and thus to perform any agreement. The Website subsequently recognises the Visitor for this purpose by means of a cookie. By accepting these general terms and conditions, the Visitor hereby gives consent for the use of cookies insofar as necessary.

#### 5.4

The details of the Visitor to a Website will also be saved and used insofar as the Visitor has registered for a forum, the sharing of data in a social medium environment, such as Facebook or Twitter, and the sending of a newsletter. The details will also be used:

- a) to provide information in response to questions asked by the Visitor;
- b) to send material, a Product or information requested or purchased by the Visitor;
- c) to notify the Visitor about campaigns, competitions or contests;
- d) to adapt the information on the Website or app for the Visitor;
- e) for the administrative handling of transactions and payments;
- f) for fraud and infringement prevention; and for any other statutory purpose, such as a request from the authorities or police.

#### 5.5

The Website may use the details of the Visitor to recommend other Products to the Visitor that tie in with earlier purchases. Data about the use of the Website or app will be used by Tryscal Events for the further development and improvement of the Website and app.

#### 5.6

The Visitor must register and create an account on the Website or via the app for the purpose of the acts mentioned in Article 5.4. The Visitor’s username, password, name, address, town/city, date of birth, sex, telephone number, mobile telephone number and e-mail address may be recorded and saved by Tryscal Events and used for Product purchases on the Website or via the app.

#### 5.7

By registering on the Website or via the app, the Visitor gives explicitly consent for Tryscal Events or its affiliated third parties to send him information by e-mail or post. Tryscal Events will not sell this information to a third party nor use the details for marketing purposes, unless the Visitor has given his prior consent by approving via an opt-in option. The information that Tryscal Events requests, or will request in future, from the Visitor is not the same each time and may differ according to the use thereof on the Website or app.

## Article 6 Sending further information

The Visitor is given the opportunity on a Website or app to indicate whether Tryscal Events may use his details for sending information about upcoming Events, publications, offers, campaigns and other websites. After obtaining this consent, Tryscal Events may share the Visitor's details with other companies forming part of the same group.

There is also the opportunity to ask whether the Visitor wishes to receive information about third-party activities, such as sponsors of Tryscal Events or its affiliated businesses. If this consent is granted, Tryscal Events may share the Visitor's details with these third parties. The Visitor may withdraw this consent at any time by sending an e-mail to [events@tryscal.nl](mailto:events@tryscal.nl) with the text 'remove details' and specifying from which lists (newsletter/Forum/etc.) he would like to be removed.

## Article 7 Access to details via social network accounts

### 7.1

When registering on a Website or via an app, the Visitor may enter his details by transferring them from an existing account at a social network (such as Facebook or Twitter) to the Website and then amend or supplement them. By clicking on one of the logos of the social media networks, the details that the Visitor shares with 'Anyone' within the chosen social medium will also be shared with the relevant Website or app of Tryscal Events concerned. The Visitor gives his consent for this purpose.

### 7.2

The Visitor can adjust the privacy settings himself via his Facebook, Twitter or other social medium account. The general terms and conditions of the third party in question, such as Facebook or Twitter, expressly apply to the sharing of these details from a social medium account. Tryscal Events makes use of the 'Facebook Platform' rules for this purpose, by which it gains access to the Visitor's details. The Visitor of the Website or app is moreover asked by Tryscal Events whether he wishes to amend or supplement the details.

## Article 8 Non-disclosure to third parties by the Visitor

### 8.1

The Visitor may not disclose his username and password to any third party and is at all times responsible and liable for the loss of these details. If a third party becomes aware of these details, the Visitor must immediately report this via [events@tryscal.nl](mailto:events@tryscal.nl), so that Tryscal Events can block further access to this account.

### 8.2

Tryscal Events will not be liable under any circumstances for the loss of the aforementioned details or for any damage and costs that may arise from such a loss for the Visitor. Tryscal Events must ensure that the Visitor's details are not passed on or used for any purposes other than those that are strictly necessary for the implementation of the general terms and conditions or the performance of any purchase contract, as set out in the privacy regulations. The Visitor is personally responsible for keeping his username and password secret and fully indemnifies Tryscal Events against all damage, claims and actions in this regard.

## Article 9 Third-party services and privacy

### 9.1

Services or purchases are sometimes offered by third parties on the Website or app of Tryscal Events, for which the Visitor clicks through to that third party's website. Chapter 5 ('Conditions for services or products to be supplied by third parties') of these general terms and conditions apply in this regard. The Visitor can normally see from the 'current page' status on his screen whether he is linked through to a third-party website.

### 9.2

The Privacy Policy of Tryscal Events and these general terms and conditions do not apply to websites, apps, purchase contracts or services provided by third parties. The Visitor must acquaint himself with the applicable terms and conditions of the third party concerned.

### 9.3

If the Visitor is asked to enter details on such a third-party website, this will be done at his own risk and the privacy regulations and general terms and conditions of that third party, which will be mentioned on its website, will apply to the Visitor. Barring willful misconduct or gross negligence, Tryscal Events will not be liable under any circumstances towards the Visitor for actions taken by a third party with regard to the Visitor's details or with regard to the services or products of the third party, which may or may not be delivered to the Visitor. Any purchase, delivery or order that the Visitor makes or places with a third party serves as an agreement between that third party and the Visitor, regardless of whether the Visitor accessed the third party's website via an Tryscal Website.

## Article 10 Security

### 10.1

Tryscal Events applies security measures for the protection of the personal data on the Website and app and its servers according to the latest technical standards that are reasonably affordable and routine in the sector. Tryscal Events complies in this way with the statutory requirements of the EU Privacy Directive and Dutch legislation. Tryscal Events takes all reasonable measures to ensure that only relevant parties who have obtained consent from the Visitor or who are needed in the performance of any agreement can view and use the information.

### 10.2

Tryscal Events will not be liable under any circumstances for any damage suffered by the Visitor if a third party gains unlawful access to the Visitor's personal data despite the reasonable measures of Tryscal Events.

Due to the nature of internet use and the online transmission of data, Tryscal Events cannot warrant a completely secure environment for the personal data to the Visitor. Any online transmission of personal data ultimately takes place at the Visitor's own risk.

If Tryscal Events is at any time faced by an information leak during which third parties appropriate personal data, or the Website or app is hacked or otherwise illegally breached and personal data is appropriated as a result, it must immediately inform the Visitor thereof insofar as reasonably possible.

## Article 11 Anonymised data

Tryscal Events is authorised to use anonymised data of Visitors obtained via services, purchases or the Website or via the app in order to be able to give advertisers information about traffic on the Website, the use of the app and statistics. The personal data of the Visitor will not be provided in this regard. Insofar as necessary, the Visitor gives consent for this purpose by accepting these general terms and conditions.

## CHAPTER 3 CONDITIONS FOR VISITING EVENTS

### Article 12 General

#### 12.1

The general terms and conditions in this chapter apply to all admission tickets and accordingly form an integral part of all agreements for the sale, donation and delivery of admission tickets for Events wherever these have or will be held.

#### 12.2

The Visitor accepts the content of these terms and conditions by acquiring and/or using an admission ticket, entering the Event venue and/or taking note of them via the Website. This also applies if an admission ticket is obtained via third parties in any way.

### Article 13 Admission ticket

#### 13.1

Access to the Event is only obtained by showing a valid and undamaged admission ticket. Access to the Event is only available to people aged 18 and older. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the aforementioned age limit.

### 13.2

People younger than 18 will simply be refused entry to the Event, in which case Tryscal Events will not be obliged to refund the admission fee.

### 13.3

Admission tickets are and remain the property of Tryscal Events. The admission ticket gives the holder the right to attend the Event. Access is given only to the first holder of the admission ticket scanned at the entrance of the Event. Tryscal Events may presuppose that the holder of this admission ticket is also the person who has a right to it. Tryscal Events is not obliged to perform any further verification of valid admission tickets. The Visitor must take responsibility for ensuring that he is and remains the holder of the admission ticket issued by Tryscal Events or by an advance sales address that it has engaged.

### 13.4

As of the time that the admission ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the admission ticket.

### 13.5

The admission ticket is only supplied once and gives access to only one person.

### 13.6

Tryscal Events reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.

## Article 14 Prohibition against Resale, etc.

### 14.1

Admission tickets for the Event may not in any way be resold by the Visitor in the context of commercial purposes.

### 14.2

Tryscal Events may appoint an authorized resale platform (e.g. an additional official sales channel) for tickets for the Event, which could be an online secondary ticket marketplace. Reselling tickets on any sales channels other than the ones appointed by Tryscal Events is strictly forbidden. Access to the Event may be refused for a Visitor holding a ticket purchased from an unauthorized source. Tryscal Events cannot be held liable nor can any damages be claimed resulting from the sale or purchase of a ticket (including the validity of a ticket) for the Event via any sales channel.

### 14.3

The Visitor is not allowed to make any type of advertising or any other kind of publicity relating to the event or any part of it.

### 14.4

The Visitor who transfers on his admission ticket to a third party for free without any commercial purpose is obliged to impose on the one to whom he transfers the admission ticket the obligations that rest on him as Visitor, as reflected in the previous paragraphs of this article. Transferor remains responsible vis-à-vis Tryscal Events for the compliance of this person with the same obligations.

### 14.5

If the Visitor does not comply with his obligations as reflected in the preceding paragraphs of this article and/or cannot guarantee them, the Visitor will forfeit to Tryscal Events an immediately payable penalty of € 10,000,- per violation and € 5,000,- for each day that the violation has continued or continues, without prejudice to Tryscal Events's additional right to demand compliance from the Visitor and/or compensation of loss suffered or to be suffered.

### 14.6

Should the Visitor not comply with the provisions listed in chapter 3 of these general terms and conditions, Tryscal Events is entitled to invalidate/cancel the admission tickets or refuse the Visitor (further) access to the Event without the Visitor being entitled to reimbursement of the amount that he has paid Tryscal Events, directly or via an advance sales address, for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the Event, without any right to compensation.

## Article 15 Searches

Tryscal Events is entitled to search or arrange for Visitors to the Event to be searched before entering and/or during the Event. If the Visitor refuses to be searched, he may be refused entry to the Event, without any right to a refund of the admission fee, or may be immediately removed from the Event.

## Article 16 Prohibited items

### 16.1

At the risk of confiscation, a Visitor may not bring, either for himself or another person, or have in his possession at the Event venue, any professional photography, film, sound and/or other recording equipment of any nature, glassware, plastic bottles, beverages, food, drugs, cans, fireworks, animals, weapons and/or dangerous objects (including but not limited to spray cans or CS gas) or use such items prior to or during an Event. Confiscated items will not be returned.

### 16.2

Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the admission fee, or may be removed from the Event and/or handed over to the police. Confiscated items will be destroyed.

## Article 17 Refusal of entry

Tryscal Events generally reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event if it deems this necessary for maintaining public order and safety during the Event. This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of Tryscal Events, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body and wearing cloths related to (Dutch) football clubs). Even if an admission ticket is likely to be counterfeit, Tryscal Events is entitled to refuse to admit the holder of this admission ticket to the event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him.

## Article 18 Film and video images

Recording the Event in a professional and/or commercial form, including photographing, filming, making sound and/or image recordings, as well as reprinting and/or copying from the programm booklet, posters and other printed materials is not permitted without the express, prior and written consent of Tryscal Events.

## Article 19 Own risk

### 19.1

The Visitor enters the Event venue, which may include any shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. In this regard, Tryscal Events cannot be held liable, unless there is a case of gross misconduct and/or willful misconduct by Tryscal Events or its management. If nevertheless Tryscal Events can be held liable, any liability of Tryscal Events will be limited to EUR 50,000 as a result of damage due to personal injury or costs arising from the aforementioned entrance or attendance, such as but not limited to hearing, visual and other physical disorders or damage to the Visitor's property, resulting from any cause, including those arising from the actions of other Visitors, Tryscal Events, its personnel and/or the third parties that it engages, such as standholders.

### 19.2

The Visitor is expressly aware that loud music will be played during the Event. Tryscal Events advises Visitors to occasionally give their hearing a rest during the Event by going to an area where no music is being played and to wear ear protection at all times.

## Article 20 Programme

Tryscal Events will aim for the Event programme to be carried out in accordance with the announced schedule as far as possible. It is however not liable for deviations from this schedule and any resultant damage to Visitors and/or third parties. Tryscal Events is not

liable for the content of the Event programme or how it is performed, expressly including the length of the programme.

#### Article 21 Further rules

##### 21.1

The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of Tryscal Events, the transport firm that runs the shuttle bus, the operators of the Event venue, the security staff, fire brigade, police and other authorised parties. Security cameras may be present at the Event venue.

##### 21.2

If the Visitor fails to comply with an order or breaches a rule prohibiting certain behaviour, he will be immediately removed by the security staff. Specific rules may apply to the site or venue of any Event and will be announced or published on site. If possible, these rules will also be published in advance on the Website of Tryscal Events.

#### Article 22 Force majeure

In case of force majeure in the broadest sense, which in this regard also includes the illness and/or withdrawal of the artist(s), strikes, fire, bad weather conditions, etc., Tryscal Events will be entitled to move the Event to another date or location or to cancel the Event.

#### Article 23 Moving or cancelling the Event

##### 23.1

Tryscal Events 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, Tryscal Events will publicize this fact as far as possible in the manner that it deems appropriate. Tryscal Events is only obliged in case of cancellation to refund the admission fee, but not the booking/administration costs, to the Visitor at his request.

##### 23.2

The refund will only be made, within a reasonable period after the date of the cancelled Event, if the Visitor produces a valid admission ticket and to the original buyer of the valid admission ticket, in the manner stipulated and announced by Tryscal Events (or the party that processed the ticket payment) by means of channels that it will announce.

#### Article 24 Image and sound recordings

##### 24.1

Tryscal Events is authorized to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event and to reproduce and/or publicize or arrange for the publication of these recordings in any form and in any manner. By obtaining an admission ticket to the Event and/or entering the Event venue, the Visitor unconditionally consents to the aforementioned recordings being made and to the processing, publication and use thereof, in the broadest sense, without Tryscal Events or any of its affiliated companies being liable to pay any compensation to him at any time.

##### 24.2

The Visitor hereby irrevocably renounces any interest that he could have in the aforementioned recordings. Insofar as the Visitor has any copyright, neighboring rights and/or portrait rights to the aforementioned recordings, he hereby unreservedly assigns these rights to Tryscal Events and hereby irrevocably renounces his personality rights and/or will not invoke these rights.

#### Article 25 Smoke-free Event

##### 25.1

The Visitor may not smoke at an Event that is organized inside a venue by Tryscal Events. Smoking is only permitted in designated smoking areas. Tryscal Events will take reasonable steps to make Visitors aware of the smoke-free nature of the Event, but cannot warrant that the Event will be entirely smoke-free. The Visitor will not be entitled under any circumstances to a refund of the admission fee or to any other compensation if the Event is not entirely smoke-free.

## 25.2

If an order to stop smoking or a ban on smoking is breached, the security staff will immediately remove the Visitor insofar as possible and any fines imposed on Tryscal Events because of the Visitor's breach will be recovered from the Visitor.

### Article 26 Tokens

Tokens purchased during an Event will only be valid for that Event. Tryscal Events will not under any circumstances refund the purchase price of tokens after the Event.

### Article 27.1 Electronic Payment Instrument

Tryscal Events has the choice to make available for and provide to the Visitor (before and/or during the Event) an electronic payment instrument. On the electronic payment instrument the Visitor can put virtual tokens/credit ("Upgrade"). If the electronic payment instrument will be made available to the Visitor during the Event, the Visitor has the opportunity to Upload by paying therefore with cash money and/or via an offered pin and/or credit card possibility at an appropriate cash register at the event. Another possibility to Upload during the Event may be via a mobile application appointed by Tryscal Events, for which more information can be read on the website of Tryscal Events. If the electronic payment instrument is made available and provided to the Visitor prior to the Event, then the Visitor has next to the mentioned possibilities also the possibility to Upgrade via the website and/or a by Tryscal Events appointed third party. This Upgrading can be done by using an on the website of the Event offered payment method. During the Event no refund to the Visitor ("Refund") of the value of any remaining virtual tokens/credit ("Remaining credit") will take place. The Remaining credit can be Refunded only once to the Visitor after the Event on the account number of the Visitor which is known by Tryscal Events and/or if Tryscal Events provides this possibility; on an Tryscal Events website account of the Visitor or on an account of the Visitor at a third party such as Beatport or via the webshop of Tryscal Events. Via the webshop of Tryscal Events the Visitor can spend the Remaining credit to, including but not limited, Merchandising. The Visitor needs to request the Event within four weeks after the Event for a Refund of the Remaining credit. After this period the Visitor loses the right to a Refund of the Remaining credit. All necessary information regarding (the application of) the Refund, can be read on the Event Website. This information is also disclosed to the Visitor on the location of the Event. Performing a Refund entails costs and the Event reserves the right to impose these costs on the Visitor. These costs are expressed on the Event Website. The electronic payment instrument should remain after the Event in the possession of the Visitor since with this instrument the Remaining credit will be determined. In case of loss or possible theft of the electronic payment instrument a refund of any Remaining credit is not possible and Tryscal Events will not be liable for loss and/or theft of the electronic payment instrument.

### Article 27.2 Lockers

Tryscal Events has the choice to provide the Visitor the possibility to rent a locker at the Event. A locker is a storage area for objects, clothes, bags, cash and/or securities of the Visitor, for which the Visitor will receive a personal key. With this key, the Visitor can open and close the locker. On the use of the locker by the Visitor the general terms of Lockerbox or a third party apply, with which the Visitor agrees at the time of renting the locker. Tryscal Events will not be liable for loss and/or theft and/or use by another of the personal key. therefore you should always keep the key for yourself. This also is the case when, instead of lockers, Tryscal Events decides to use any other way for the Visitor to store personal belongings as mentioned earlier in this article.

### Article 28 Festival

All terms and conditions of this chapter expressly also apply to a festival organised by Tryscal Events. A festival may be an Event, organized for a single day or several days, with or without camping facilities.

## CHAPTER 4 CONDITIONS FOR WEBSITE PURCHASES

### Article 31 General

#### 31.1

The terms and conditions in this chapter apply to every offer, acceptance and purchase contract of any Visitor in respect of a Product on the Website. Such a Product may include a Download, e-ticket, Merchandise product – including a physical CD or DVD – or another Product that is offered.

#### 31.2

This chapter and the purchase contracts referred to herein only relate to distance purchase contracts, i.e. contracts that are entered into online (confirmed by e-mail), as referred to in Section 227a, Book 6 and/or 46a, Book 7 (Consumer Sales) of the Dutch Civil Code. These general terms and conditions comply with the legislative requirements for distance purchase contracts. Each Product will be offered for as long as stocks last.

#### 31.3

All details that Tryscal Events must provide as the seller to the Visitor in accordance with Section 46c, Book 7 of the Dutch Civil Code are included in these general terms and conditions or on the relevant Website. The following is stated on the Website where the Visitor purchases a Product:

- a) the identity of Tryscal Events and whether the Visitor must pay all or part of the price in advance;
- b) the most important features of the Product;
- c) the price including taxes;
- d) any delivery charges;
- e) the payment method and how the purchase contract will be performed;
- f) any cancellation method for physical Products (which does not apply to purchased Downloads, Streams, e-tickets or a transport agreement);
- g) the costs for the use of communication resources by Tryscal Events will not be passed on to the Visitor;
- h) there is no specific period for acceptance of the offer by the Visitor besides the rule that the offer by its nature (except in case of Downloads and Streams) is limited for as long as stocks last or the Product is available;
- i) there is no question of an agreement that extends to continual or periodic delivery.

#### 31.4

After the distance purchase contract is concluded between Tryscal Events and the Visitor, the Visitor will receive an e-mail, specifically providing the information for points a) to f) above and stating that the Purchaser may cancel the purchase contract for physical Products within seven working days of receipt of the Product. However, this method of cancellation does not apply to the purchase of a Download, Stream, e-ticket, transport agreement or any service in relation to leisure activities.

### Article 32 Online purchases of Downloads and Streams

The Visitor may purchase Downloads and Streams on the Website of Tryscal Events and receive or listen free of charge in some cases. The service to be provided by Tryscal Events on the Website entails giving the Visitor the opportunity to stream music and other files and/or download these files at a specific price. Music is provided to the Visitor via the internet connection. Streams can be listened to free of charge, as indicated on the Website. If the Visitor wishes to download a specific file, he must indicate how he will pay for the Download.

### Article 33 Merchandise, tickets and other products

The Visitor may purchase Merchandise items, tickets, e-tickets or other Products on the Website of Tryscal Events, as a result of which the electronic distance purchase contract comes into being. These forms of purchase also fall under the terms and conditions of this Chapter. Merchandise items, including physical CDs, DVDs and clothing, are delivered by ordinary post to the Visitor as indicated in these terms and conditions below.

### Article 34 Consent

Any Downloads, Streams or Merchandise items that are offered on a Website are always offered with the express consent of all the artists, record companies, authors and designers concerned with whom Tryscal Events has entered into an agreement.

## Article 35 Registration

The Visitor must be registered in accordance with the provisions of Chapter 2 of these terms and conditions before any distance purchase contract can be concluded with Tryscal Events for a Product that is offered on the Website.

## Article 36 Prices and costs of Merchandise

The Website clearly stipulates the price that the Visitor must pay for each Product before it can be delivered. All prices include VAT and exclude delivery charges. The Visitor will not be charged for costs other than the purchase price and delivery charges. All prices are valid until other new prices are indicated on the Website. No interim price alteration is possible in respect of a Product that has already been purchased but not yet delivered for any reason. All specified prices always apply subject to the VAT rate remaining unaltered. If the VAT rate changes, the new VAT rate will automatically apply from the date on which the associated statutory amendment comes into force.

## Article 37 Formation of the purchase contract

### 37.1

A contract for the purchase and sale of a Product between the Visitor and Tryscal Events will only be concluded after the Visitor has accepted the offer on the Website in the appropriate manner, has correctly agreed to the purchase procedures on the Website and made payment to the party which processes payments on behalf of Tryscal Events. Tryscal Events will send or arrange for an e-mail to be sent as soon as possible, confirming that the purchase contract has been concluded, to the Visitor who has purchased a Product.

### 37.2

Tryscal Events is entitled to refuse certain purchases of the Visitor if it has obvious misgivings about the Visitor's ability to fulfill its financial obligations or if there is doubt about other factors that may be relevant to the conclusion and performance of the purchase contract with the Visitor. Any future agreements will be refused if the Visitor breaches the further user rules referred to in Article 44 and/or 55.

### 37.3

Tryscal Events is responsible for adopting technical and organisational measures to secure the electronic transfer of personal data and payment transaction information.

## Article 38 Conformity

### 38.1

Tryscal Events undertakes towards the Visitor to deliver the Product according to the description, quality and quantity as described for each Product on the Website and in the 'shopping cart' list which the Visitor has virtually filled with a Product to be purchased. Merchandise Products will be delivered allowing for the normal size, colour and quantity tolerances, unless expressly agreed otherwise. The visible photograph of the Merchandise Product on the Website, if available, provides as reasonably as good an impression as possible of the Product to be purchased by the Visitor.

### 38.2

The Visitor must inspect the purchased Product immediately after delivery to check whether it conforms to that which he ordered and purchased. If that is not the case, the Visitor must report this within seven days of receipt to the e-mail address of Tryscal Events. Tryscal Events need only choose whether to refund the purchase price or deliver another Product of the same type if it is demonstrated to it in writing or by e-mail that the Product – in the absence of any fault of the Visitor or reasons that should be for the Visitor's expense or risk – does not conform to that which the Visitor purchased. Insofar as a purchased Product cannot be played or otherwise used because the Visitor's computer or connection does not meet the stated technical requirements, Tryscal Events will not be obliged under any circumstances to refund or replace the purchase.

## Article 39 Payment

### 39.1

Payment may take place by means of an instruction for that purpose from the Visitor to Tryscal Events or the designated party which processes payments on its behalf.

### 39.2

Tryscal Events manages the Website and is in no way liable for errors, malfunctions or faults in or with regard to the payment by this third party or parties to the Website. The Visitor is bound by means of a standard agreement with such a third party that processes payment to its general terms and conditions, which the Visitor may request from that party. Tryscal Events is not responsible for the content of those general terms and conditions.

### 39.3

After the Visitor has issued his payment instruction and the payment has been made via the third party that processes payment for Tryscal Events, Tryscal Events will make the Download paid for by the Visitor available for collection electronically by the Visitor's computer or send the Merchandise Product.

## Article 40 Delivery of Merchandise

### 40.1

As soon as Tryscal Events has received payment in full, it will be obliged to deliver the purchased Product. Deliveries will only be made to an existing postal address. Tryscal Events undertakes towards the Visitor to package the Product properly and secure it in such a way that it reaches the delivery address in good condition by means of normal transport.

### 40.2

The delivery of a purchased Merchandise Product will take place, in principle, within 14 days of the conclusion of the purchase contract and receipt of payment. The Visitor will be immediately informed by e-mail that the contract has been concluded, the Product has been paid and that it will be sent. Tryscal Events will make reasonable efforts at all times to deliver the Products within 14 days. Orders may sometimes be delivered later due to a dependency on suppliers.

### 40.3

If a particular Product is no longer in stock, the purchaser will be advised thereof by e-mail. If the delivery takes longer than 30 days, the Visitor will be entitled to immediately cancel the purchase and obtain a refund of the purchase price, including additional costs paid.

### 40.4

If the delivery of a specific Merchandise Product is temporarily impossible, for instance because of a technical malfunction or otherwise, and the Visitor has already paid for that product, Tryscal Events will perform the delivery as soon as possible or refund the purchase amount to the Visitor – but only at the Visitor's request via the helpdesk – if delivery has still not been taken place after seven days. Tryscal Events is not liable under any circumstances for any resultant damage or delay caused to the Visitor.

### 40.5

The warranty provisions of the manufacturer often apply to certain Merchandise Products. The Visitor may contact the helpdesk for questions about this warranty.

## Article 46 Returning Merchandise Products

### 46.1

The Visitor may return Merchandise Products within seven working days of receipt, only including CDs or DVDs if they are still sealed and clothing if they still have a label attached. Tickets, CDs and DVDs with a broken seal or clothing with a missing label cannot be returned. Return consignments may be sent to Tryscal Events.

### 46.2

After Tryscal Events has received the return consignment, the amount will be refunded to the Visitor's account provided that the stated conditions have been met and the Purchaser has provided reasons for returning the items.

## CHAPTER 5 CONDITIONS FOR SERVICES OR PRODUCTS TO BE SUPPLIED BY THIRD PARTIES

### Article 47 Third-party terms and conditions and agreements

#### 47.1

The Visitor is linked in some cases via the Website to the website of a third party if this third party is responsible for performing a specific service or supplying a certain Product. The Visitor can see from the 'current page' status on his screen whether he is linked through to a third-party website. This is also visible when the Visitor enters into any distance purchase contract with this third party.

#### 47.2

If the Visitor proceeds to purchase a product or service from this third party, any general terms and conditions of that party will be applicable thereto and the Visitor will enter into a purchase contract with this party. This third party is then liable for the fulfillment of any obligation towards the Visitor.

#### 47.3

Although Tryscal Events chooses all third parties concerned with care, it is not a party to any agreement between the Visitor and this third party. The Visitor indemnifies Tryscal Events against any claim for costs or damage that may arise from an agreement with this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

### Article 48 Payment of e-tickets

If the Visitor purchases an e-ticket for an Event of Tryscal Events, the payment for this Product will usually be handled for Tryscal Events by a third party. This third party will normally use its own general terms and conditions in relation to the Visitor as the purchaser of the admission ticket. The general payment conditions of the relevant third-party as well as these general terms and conditions of Tryscal Events will apply to an e-ticket.

### Article 49 Trips, transport and airline tickets

#### 49.1

The Visitor may be offered trips for booking tickets for domestic and foreign events via the Website, which will be booked and handled by the third party. When purchasing such a trip, the Visitor enters into a transport agreement with this third party. Although Tryscal Events chooses these providers with care, it is not a party to any agreement between the Visitor and this third party.

#### 49.2

The Visitor indemnifies Tryscal Events against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

### Article 50 Offers made by stand-holders at an Event

The Visitor to an Event of Tryscal Events may be offered products or services at that Event by third parties/stand-holders, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of fairground attractions. Although Tryscal Events chooses these stand-holders with care, it is not a party to any agreement between the Visitor and this third party. Tryscal Events which organizes the Event will not be liable under any circumstances for any damage arising from the purchase or procurement of a product or service by the Visitor, including a fairground ride of this third party. The Visitor indemnifies Tryscal Events against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable general terms and conditions of the third party may always be requested from this third party.

## CHAPTER 6 FINAL PROVISIONS

### Article 51 Further user rules

#### 51.1

Visitors of the Website are at all times obliged to comply with the regulations, any amendment of the regulations and any instructions and user rules of Tryscal Events as published on the Website.

## 51.2

Insofar as the Visitor of the Website does not comply, does not comply fully and/or does not comply on time with the user rules, Tryscal Events may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

## Article 52 Information on the Website

Although Tryscal Events pays great care and attention to the provision of information on the Website, it cannot give any guarantee in relation to the nature and content of the information and is in no way liable for the content and consequences of using that information. Insofar as there are links on the Website to offers, Products, material or the website of a third party, Tryscal Events is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

## Article 53 Force majeure

Notwithstanding its possible other rights, Tryscal Events is entitled in case of force majeure to postpone the performance of any agreement or to terminate it out of court, without being liable to pay any compensation. Force majeure includes any breach that cannot be attributed to Tryscal Events, because it is not accountable by law, a legal act or according to generally accepted standards.

## Article 54 Liability for information

### 54.1

Tryscal Events will not be responsible under any circumstances towards the Visitor or third parties for errors, limited information or details on any Website except in case of intent or willful recklessness towards the Visitor. Tryscal Events, its affiliated businesses or third parties involved in the performance of any service or agreement will not be liable under any circumstances for damage, costs, lost profits, losses, consequential damage, loss of privacy or loss of data for any direct or indirect use or functioning of the Website.

### 54.2

Tryscal Events expressly does not warrant the Visitor that the Website, parts thereof or functions pertaining thereto will always function flawlessly, function according to the description or be available for use. On account of the internet connection, the resultant link to many unknown third-party internet users and possible attacks by hackers or others, Tryscal Events can likewise not warrant that the Website or the server that it uses will always be free of viruses, bugs or other faults or defects. The Visitor should also take reasonable measures himself to ensure that his computer is protected against viruses and the like.

### 54.3

Tryscal Events will not be liable under any circumstances for the Visitor following any link or hyperlink to a third-party website or for the Visitor entering into any agreement with this third party. Tryscal Events will likewise not be liable under any circumstances for the messages posted by others on any forum or via any social medium that cause material or immaterial damage to the Visitor in any way.

## Article 55 Intellectual property rights

### 55.1

Everything that is published on the Website or which belongs to the Website, including music files, artists' names, label names, Streams, Downloads, software, designs, drawings, logos and trademarks forms part of the intellectual property of Tryscal Events or any licensor thereof by law or on the basis of an agreement.

### 55.2

The Visitor must recognise these intellectual property rights at all times and observe and comply with all restrictions placed on the use of protected works by law. The downloading, streaming and other use of Products and files is governed by the user rules that are included in these terms and conditions. The Visitor is obliged to comply with these user rules at all times. These user rules are based, among other things, on the current wording of the Dutch Copyright Act and only constitute a

short summary to indicate the instructions and prohibitions applicable to the Visitor under the Act.  
55.3

The provisions of the Dutch Copyright Act and other intellectual property laws apply fully at all times to any use and take precedence over these user rules:

- a) the Visitor may only make normal private use of a Product after he has paid for it in the normal way indicated on the Website. Any act of the Visitor which circumvents, changes or otherwise avoids the method of payment is prohibited. The Visitor may not otherwise reproduce, alter, upload, play in public, display, make available to third parties, perform, sell, resell, misuse, etc. a Download or any other material from the Website as all these acts are reserved for the entitled parties. The Visitor may not adjust, circumvent, decrypt, encrypt or disrupt any software, files or payment procedures;
- b) the Visitor is allowed to make normal use of any Product file that he has lawfully purchased, according to the procedures indicated on the Website. It is permissible to make a private copy, burn a CD or create a copy on another computer of music and other files that have been downloaded and purchased according to the rules, but only for personal and non-commercial use. Making copies available to third parties is not allowed under any circumstances;
- c) the security method as applied to software also explicitly belongs to the protected portions of the Website;
- d) the delivery of any file purchased by the Visitor does not entail any assignment or licensing of a right to the Visitor to promote or exploit that file.

55.4

If it is established that a Visitor has breached the statutory rules, Tryscal Events is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

#### Article 56 Replacement clause

If and insofar as any provision of these terms and conditions is inconsistent with any statutory rule, this will not affect the other provisions of these terms and conditions. The provision in question will cease to exist and be replaced by a provision that approximates the original one as closely as possible as regards content and nature and which is permitted by law.