

TERMS & CONDITIONS



REAL LIFE GAMING B.V.

CONSUMERS

CORPORATE

Terms & Conditions Real Life Gaming Consumers

Article 1 Definitions

The following definitions are employed in this document:

1.1 Event: An event that is organised by *Real Life Gaming B.V.* and/or an affiliated venture.

1.2 Participant: A person who partakes in an event organized by *Real Life Gaming B.V.* and/or an affiliated venture who has been accepted by the organizer to partake in an event.

1.3 Organizer: *Real Life Gaming B.V.* and/or an affiliated venture with which a Participant has entered into an Agreement.

1.4 Agreement: The Agreement that allows a Participant to partake in an event.

1.5 Entrance Ticket: Proof that the Participant has entered an Agreement with the Organizer, which grants him or her access to an Event as long as he/she concurs to these Terms & Conditions.

Article 2 Applicability

2.1 These terms & conditions are applicable for every Agreement, special offer or reservation related to partaking in the Event and also apply to all tickets that give the participant access to the event hosted by the Organizer, in every possible way this Agreement comes into being.

2.2 By purchasing and/or using an entrance ticket and/or accessing the location of the Event, which henceforth shall be called 'the event location', the Participant agrees with the content of these terms & conditions.

2.3 At the event location house and game rules apply. These can be found on the website(s) of the organizer and at the event location. By purchasing an entrance ticket and/or entering the event location the Participant declares him/herself as bekown and in concordance with the house and game rules.

2.4 The Organizer maintains the right to change these terms & conditions completely or partially at all times. If this occurs, the Participant will be notified within a reasonable amount of time. If the Participant does not agree to the aforementioned changes, he or she has to notify the Organizer within ten days, counting from the day on which the alteration to the terms & conditions has been made. In that case the Organizer will contact the participant to reach a mutually acceptable consensus.

2.5 In the case that any provision of this deed is declared null and void or is deemed not to have been written, the other provisions of this deed shall be severable from such provision and shall continue to have full force and effect.

Article 3: Purchasing Entrance Ticket

3.1 The Agreement between Organizer and Participant that gives the Participant the right to partake in the Event becomes binding as soon as the Participant has bought one or more entrance tickets for the aforementioned Event from the Organizer and/or a ticketing service that sells tickets on behalf of the Organizer.

3.2 A purchased entrance ticket cannot be revoked and the Participant cannot alter the Agreement from that moment onwards. The Organizer always maintains the right to withhold the selling of an entrance ticket and/or add clauses to the Agreement.

3.3 Information, such as announcements and price indications, related to the Event and/or entrance tickets are distributed as accurate as possible. It is possible that extra costs can be charged due to reservation, payment method and/or delivery. Due to this entrance tickets can potentially be more expensive than the price noted on the entrance ticket by the Organizer. The Organizer is not accountable for potential errors or incomplete information related to pricing information.

3.4 The Organizer cooperates with Eventix B.V. when it comes to selling entrance tickets by employing the Ticketserve platform of Eventix B.V. on the website of the Organizer. When a Participant buys an entrance ticket he/she has to conform to the terms & conditions of the Organizer and also to the [terms & conditions of Eventix B.V.](#) which are applicable to the Contract/Agreement between the Participant and Eventix B.V.. In case of contradictory clauses between the Terms & Conditions of Eventix B.V. and the Organizer, the Terms & Conditions of the Organizer take precedent.

Article 4: Entrance Ticket & Access

4.1 The Participant has to bring a valid entrance ticket and a valid proof of identity when he or she enters an Event location in use by the Organizer.

4.2 An entrance ticket will be provided to the Participant which grants him or her access (one use only) to the Event and the Event location.

4.3 Entrance tickets can be purchased on the website of the Organizer and/or other channels recognized by the Organizer as valid alternative channels for sale of Entrance Tickets. An Entrance Ticket is considered valid only if it has been purchased directly from the Organizer and/or an alternative channel for sale that has been validated by the Organizer. When there is doubt related to the validity of an Entrance Ticket, the Organizer maintains the right to bar a Participant from entering an Event Location.

4.4 Entrance Ticket(s) are sent to the Participant only after a full payment for the Entrance Ticket(s) has been received. As soon as an Entrance Ticket has been received by a Participant, it is the responsibility of the Participant to check whether the Entrance Ticket contains the correct information. If an Entrance Ticket has not been received by a Participant or false information is provided on the Entrance Ticket, the Participant should contact the Organizer as soon as possible to share this information.

4.5 Entrance Tickets are and will always remain the property of the Organizer. From the moment the Participant has received an Entrance Ticket, he or she is fully responsible for the risk of loss, theft, damage or abuse of the Entrance Ticket. The Organizer does not take any liability for the loss, theft, damage or abuse of an Entrance Ticket when it is in the possession of a Participant.

4.6 An Entrance Ticket is a personalized document. The Participant is not allowed to sell, share, or give away an Entrance Ticket or communicate a personal commercial interest related to the Entrance Ticket(s) without the explicit, written, permission of the Organizer.

4.7 A Giftcard for an Event run by the Organizer is valid for the full duration of the Event as long as tickets are available.

Article 5: Liability

5.1 Participation in an Event is at own risk. The Organizer is not liable for any damages, material or immaterial, that the Participant might suffer due to participation in an Event. The Organizer is also not liable for loss, theft or damage to personal belongings of a Participant.

5.2 In the case that, despite the first clause of this article, the Organizer has to take responsibility for damage onto a Participant or his/her belongings, the Organizer is only liable up to the highest amount of money that the insurance policy of the Organizer is awarding for the damage suffered by the Participant.

5.3 The Participant declares him/herself to be aware of the fact that partaking in an Event requires physical and mental health and hereby declares that this pertains to him/her.

5.4 The Participant indemnifies the Organizer of liability concerning damage, material or immaterial, caused by the Participant upon third parties due to his or her acts or lack thereof while partaking in an Event.

5.5 The Participant indemnifies the Organizer of liability for damage suffered through the acts or lack thereof of third parties while partaking in an Event.

Article 6: Date Changes & Cancellation by the Organizer

6.1 The Organizer maintains the right to change the date or location of an Event and/or cancel an Event when circumstances beyond the Organizer's control occur. Circumstance beyond the control of the Organizer should be interpreted broadly, and includes amongst other cases: sickness/cancellation of artists, strikes, impending danger, fire, terrible weather, etc.

6.2 The organizer maintains the right to cancel an Event up to 24 hours before it commences. In case an Event is cancelled by the Organizer, the Organizer shall return the fee of the Entrance Ticket to the Participant within 30 days. Restitution only occurs because of the aforementioned reason in this clause. Service costs and/or miscellaneous costs, direct or indirect, will not be refunded.

Article 7: Reservations & Deposits

7.1 Bigger groups (15 persons and above) can place a reservation for tickets on the reservation form that can be found on the website of the Organizer. Groups which are smaller than 15 persons can also make use of this reservation form as long as an agreement has been made with the Organizer pertaining this exception.

7.2 When a group reservation is made by using the reservation form on the website of the Organizer, 50% of the total amount of money due for the reserved tickets will be directly billed and the Participant(s) who(m) placed the order are expected to pay this sum within the allotted time.

7.3 To place a group reservation this has to be undertaken on the website of the Organizer, where a complete and accurate contact form has to be filled in and sent to the Organizer.

7.4 In a reservation application the total amount of Participants and the date and time for when they want to partake in an Event has to be filled in.

7.5 The amount of Participants and the date & time when these Participants partake in an Event can be altered up to one month prior to the Event, as long as the following conditions are met:

- The definite number of Participants under one reservation can only be increased from the

original amount of Participants as long as tickets are available. Having more Participants than notified on the original reservation partake in an Event can only occur when the Organizer has approved this alteration.

-Alteration of time/date when the Participants partake in an Event can only occur after written approval of the Organizer.

7.6 When a Participant alters the time/date when a group partakes in an Event, the Participant still owes the original deposit that is due to the Organizer for the original reservation, unless another agreement has been reached with the Organizer and a written approval of this alteration is in existence.

7.7 If more or less Participants partake in an Event than noted in the reservation, the following terms apply:

- If less Participants partake than noted in the reservation, excess funds for Entrance Tickets shall be transferred back in case this payment has been made already. This excludes the original 50% down payment for the reservation

-In case the date/time changes when Participants take part in an Event, in concurrence with article 7.5, this will also reflect in the total amount of money due because of a potential price alteration caused by the time/date change.

7.8 Groups that have placed a reservation on the reservation page that wish to cancel a reservation can do this up to a month prior to the Event. In the case of such a cancellation the group remains the Organizer 50% of the down payment due. If a group cancels a reservation within a month of the date of the Event in which they would partake, they are liable for the full sum that has been communicated to them when they placed the reservation.

7.9 Besides the content of subclause 7.8, the Organizer maintains the right to bill the group for miscellaneous costs made in order to facilitate the original reservation.

7.10 "*Article 7: Reservations, Deposits, Billing & Payment*" as written below in the Terms & Conditions that apply to companies are of equal application to payments made through billing.

Article 8: Intellectual Property Rights, Image & Audio Recordings

8.1 The Organizer maintains the right to create (or have someone make) video and/or audio registration of its Events and to use the video, image, audio material for promotional and productional purposes for the Organizer itself and/or partners/sponsors. Participants that appear in video, image or audio within the premises of the Event Location do not have any rights pertaining to a reward for this material. When the Participant signs these Terms & Conditions he or she waives all personality rights.

8.2 If during the Event surveillance cameras are in use, the Organizer maintains the right to use the footage and hand it over to third parties in the case of related calamities that are visible on the footage. This includes, but is not limited to, police and the justice department.

8.3 All the intellectual property rights pertaining to products and/or services, also including designs, documentation and all other materials that are developed and/or used during the preparation or execution of the Contract/Agreement between the Organizer and the Participant, or anything that is created in order to honor this Contract/Agreement, are fully in the possession of the Organizer and/or its suppliers. Supplying products and/or services to the Participant does not in any way lead to the transmission of intellectual property rights.

8.4 The Participant agrees that he/she will not duplicate the Event, or parts thereof, in any way, shape or form. If it is observed that a Participant is/did copy(ing) part of, or the entirety, of an Event or any other intellectual property right of the Organizer and/or its suppliers, the Participant is required to make a penalty payment of €500 for every day that the Participant is misappropriation of intellectual property rights that belong to the Organizer. This pertains to the preparation and the execution of stolen intellectual property rights.

Article 9: House Rules

9.1 The Participant has to comply to the house rules and regulations set by the Organizer and other qualified organizations that maintain authority within the compounds of an Event created by the Organizer. When the Organizer deems it necessary to maintain order and safety during one of its Events, it maintains the right to remove and/or bar a Participant from such an Event.

9.2 Persons younger than 18 are not allowed to enter an Event run by the Organizer. Only after written permission from the Organizer an exception to this sub clause can be made.

9.3 In order for the Organizer to comply to its lawful obligations, the Participant is expected to be able to identify him/herself. When the Participant is unable to comply to this request, the Organizer maintains the right to bar and/or remove a Participant from an Event.

9.4 When a Participant enters an Event he or she shall be searched. If the Participant refuses to be searched the Organizer maintains the right to bar the Participant from entering the Event.

9.5 Digital cameras, video cameras/camcorder and other (audio)recording devices are not permitted on the premises of an Event. Phones can be brought but are to be stowed away in lockers provided by the Organizer on the premises of the Event. As noted in article 5, the storing of these objects is at the own risk of the Participant.

9.6 Video/Photo/Audio registration of an Event, without prior written permission by the Organizer, is strictly forbidden. As is the reproduction of any image or audio material related to Events produced by the Organizer.

9.7 The following objects are not allowed on the premises of an Event Location: food produce, glass objects, plastic bottles, bidons, cans, camelbags, pets, (foldable)chairs, stools, inflatable objects, umbrellas & parasols, selfie sticks, narcotics of any kind, fireworks, firearms or other dangerous objects. The Organizer shall seize such objects at the entrance. Legal objects shall be returned to the Participant when he/she leaves the premises and illegal objects shall be handed over to the police.

9.8 Smoking is not permitted on an Event Location, unless a designated smoking area is present on an Event Location in which case smoking is permitted within the confines of that area. If the Organizer receives a fine due to the smoking of the Participant, this fine will be paid by the Participant in full to the organization that issued the fine.

9.9 It is not allowed to bring pets during an Event. Furthermore on the Event Location it is strictly prohibited to crowdsurf, make a fire, pursue commercial activities, discriminate or violate other people's rights in a vocal or physical way. Wearing football shirts, motor club garments or other clothing that refer to strongly delineated social groups is not allowed.

Article 10: Privacy & Personal Data

10.1 The Organizer processes personal data of Participants on its website conform to its privacy & cookie policy and in concurrence with the lawful regulations related to personal data protection. The privacy & cookie policy of the Organizer can be found on the website.

Article 11: Final Provisions

11.1 To these Terms & Conditions only Dutch law applies.

11.2 Potential disputes, of whatever nature, between Participant and Organizer that are created because of these (or the execution of) terms & conditions and/or related agreements, shall be presented to a qualified judge.

Terms & Conditions Real Life Gaming

applicable to Companies/Organizations

Article 1 Definitions

The following definitions are employed in this document:

1.1 Event: An event that is organised by Real Life Gaming B.V. and/or an affiliated venture.

1.2 Participating Company: A company or organization that partakes in an event organized by Real Life Gaming B.V. and/or an affiliated venture that has been accepted by the organizer to partake in an event or has requested the Organizer to create an Event.

1.3 Agreement: The Agreement that allows a Participating Company to partake in an event or an Agreement that formulates the request of a Participating Company for the Organizer to create an Event.

1.4 Organizer: Real Life Gaming B.V. and/or an affiliated venture with which a Participating company has entered into an Agreement.

1.5 Participant: The person who partakes in an Event based on the Agreement between the Participating Company and the Organizer.

1.6 Entrance Ticket: Proof that a participating company has entered an Agreement with the Organizer, which grants access to an Event for a Participant as long as he/she concurs to these Terms & Conditions.

Article 2 Applicability

2.1 These terms & conditions are applicable for every Agreement, special offer or reservation related to partaking in the Event and also apply to all tickets that give the participating company access to the event hosted by the Organizer, in every possible way this Agreement comes into being.

2.2 By purchasing and/or using an entrance ticket and/or accessing the location of the Event, which henceforth shall be called 'the event location', the Participating company agrees with the content of these terms & conditions.

2.3 At the event location house and game rules apply. These can be found on the website(s) of the organizer and at the event location. By purchasing an entrance ticket and/or entering the event location the Participating company declares itself as bekknown and in concordance with the house and game rules.

2.4 The Organizer maintains the right to change these terms & conditions completely or partially at all times. If this occurs, the Participating company will be notified within a reasonable amount of time. If the Participating company does not agree to the aforementioned changes, it has to notify the Organizer within ten days, counting from the day on which the alteration to the terms & conditions has been made. In that case the Organizer will contact the participating company to reach a mutually acceptable consensus.

2.5 In the case that any provision of this deed is declared null and void or is deemed not to have been written, the other provisions of this deed shall be severable from such provision and shall continue to have full force and effect.

Article 3: Purchasing Entrance Ticket

3.1 The Agreement between Organizer and Participating company that gives the Participating company the right to partake in the Event becomes binding as soon as the Participating company has bought one or more entrance tickets for the aforementioned Event from the Organizer and/or a ticketing service that sells tickets on behalf of the Organizer. And/or the Participating company has requested the Organizer to host a new Event.

3.2 A purchased entrance ticket cannot be revoked and the Participating company cannot alter the Agreement from that moment onwards. The Organizer always maintains the right to withhold the selling of an entrance ticket and/or add clauses to the Agreement. Furthermore the Organizer is free to decide whether or not it is willing to organize a new event for a participating company and maintains the right to add demands before an Agreement is signed.

3.3 Information, such as announcements and price indications, related to the Event and/or entrance tickets are distributed as accurate as possible. It is possible that extra costs can be charged due to reservation, payment method and/or delivery. Due to this entrance tickets can potentially be more expensive than the price noted on the entrance ticket by the Organizer. The Organizer is not accountable for potential errors or incomplete information related to pricing information.

3.4 The Organizer can, within the confines of Dutch law, inform itself as to the liquidity of the participating company or any other factors that are deemed important to assess whether it is responsible to make an Agreement with a participating company. If, based on this research, the Organizer concludes it does not want to sign an Agreement with a participating company, it has the right to refuse access to its events or to add special subclauses to the Agreement.

3.5 All special offers, quotations or cost ramifications provided by the Organizer are non-committal, unless explicitly mentioned as binding through written confirmation by the Organizer.

3.6 The Organizer cooperates with Eventix B.V. when it comes to selling entrance tickets by employing the Ticketserve platform of Eventix B.V. on the website of the Organizer. When a Participating company buys entrance tickets it has to conform to the terms & conditions of the Organizer and also to the [terms & conditions of Eventix B.V.](#), which are applicable to the Contract/Agreement between the Participating company and Eventix B.V.. In case of contradictory clauses between the Terms & Conditions of Eventix B.V. and the Organizer, the Terms & Conditions of the Organizer take precedent.

Article 4: Entrance Ticket & Access

4.1 The Participating company has to make sure its participants bring a valid entrance ticket and a valid proof of identity when they enter an Event Location in use by the Organizer.

4.2 An entrance ticket will be provided to the Participants once, which grants him or her access (one use only) to the Event and the Event location.

4.3 Entrance tickets can be purchased on the website of the Organizer and/or other channels recognized by the Organizer as valid alternative channels for sale of Entrance Tickets. An Entrance Ticket is considered valid only if it has been purchased directly from

the Organizer and/or an alternative channel for sale that has been validated by the Organizer. When there is doubt related to the validity of an Entrance Ticket, the Organizer maintains the right to bar a Participant from entering an Even Location.

4.4 Entrance Ticket(s) are sent to the Participants/Participating company only after a full payment for the Entrance Ticket(s) has been received. As soon as an Entrance Ticket has been received by a Participant/Participating Company, it is the responsibility of the Participant/Participating Company to check whether the Entrance Ticket contains the correct information. If an Entrance Ticket has not been received by a Participant/Participating Company or false information is provided on the Entrance Ticket, the Participant/Participating Company should contact the Organizer as soon as possible to share this information.

4.5 Entrance Tickets are and will always remain the property of the Organizer. From the moment the Participant/Participating Company has received an Entrance Ticket, he/she/it is fully responsible for the risk of loss, theft, damage or abuse of the Entrance Ticket. The Organizer does not take any liability for the loss, theft, damage or abuse of an Entrance Ticket when it is in the possession of a Participant/Participating Company.

4.6 The Participant/Participating Company is not allowed to sell, share, or give away an Entrance Ticket or communicate a personal commercial interest related to the Entrance Ticket(s) without the explicit, written, permission of the Organizer.

4.7 A Giftcard for an Event run by the Organizer is valid for the full duration of the Event as long as tickets are available.

Article 5: Execution of Agreement

5.1 The commitments that the Organizer agrees to as soon as it signs an Agreement with a Participating Company shall henceforth be considered as best-effort obligations, unless Dutch Law and/or the Agreement between Organizer and Participating Company states otherwise.

5.2 The Participating company is obligated to insure that it does not hinder the execution of the Agreement by the Organizer in any way.

5.3 If applicable, the Participating Company is obligated to provide the Organizer with a physical space in which it can execute the Agreement.

5.4 If a Participating Company wants to extend the duration of an Event and/or Agreement after an initial Agreement has been agreed upon, the Organizer is free to decline this request and/or consider it as additional work. The originally agreed upon end time of an event and/or Agreement will be taken as the baseline from which the potential costs of additional work shall be calculated.

5.5 The Participating Company guarantees the safety of the personnel of the Organizer, when this personnel is working on an assignment that has been ordered by the Participating Company. Furthermore it shall take necessary, and acts deemed necessary by the Organizer, precautions to guarantee the safety of the personnel of the Organizer. If deemed necessary the Participating Company will insure for potential safety risks to the benefit of the Organizer and its personnel.

Article 6: Liability

6.1 Participation in an Event is at own risk. The Organizer is not liable for any damages, material or immaterial, that the Participant and/or Participating Company might suffer due to participation in an Event unless it was caused by bad intent and/or grave mistakes by the Organizer. The Organizer is also not liable for loss, theft or damage to personal belongings of a Participant and/or Participating Company unless it was caused by bad intent and/or grave mistakes by the Organizer. The Organizer is also not liable for serious damages, such as serious injuries and/or the passing away of a Participant.

6.2 In the case that, despite the first clause of this article, the Organizer has to take responsibility for damage onto a Participant and/or a Participating Company or his/her/its belongings, the Organizer is only liable up to the highest amount of money that the insurance policy of the Organizer is awarding for the damage suffered by the Participant and/or Participating Company.

6.3 The Participating Company hereby declares that all its Participants are aware of the fact that partaking in an Event requires physical and mental health and hereby declares that this is the case for all its Participants that take part in an Event.

6.4 The Participating Company indemnifies the Organizer of liability concerning damage, material or immaterial, caused by its Participants or the Participating Company upon third parties due to his/her/it acts or lack thereof while partaking in an Event. Furthermore the Participating Company has to have ample liability insurance to cover for any damages done during an Event by any of its Participants.

6.5 The Participating Company indemnifies the Organizer of liability for any damage suffered through the acts or lack thereof of third parties onto Participants and/or belongings of the Participating Company during an Event.

6.6 The Participating Company has to provide sufficient insurance to its Participants in case they pass away, suffer permanent injuries and/or are struck by a disease due to their participation in an Event. This insurance should also be sufficient to provide for the next of kin, if this becomes relevant.

6.7 The Organizer is not liable for profit loss or any other consequential damages suffered by a Participating Company when the Organizer does not, or only partially, honour the Agreement between Organizer and Participating Company.

6.8 The Organizer is not responsible for any acts or lack thereof made by third parties who have been activated in order to execute an Agreement.

6.9 The Participating Company is responsible for all damage related to the Agreement with the Organizer, material or immaterial, caused by the Participating Company/its Participants/its employees/third parties activated by the Participating Company for the duration of the Agreement.

6.10 All legal claims towards the Organizer will expire 1 year past the expiration of the Agreement.

Article 7: Reservations & Deposits, Billing & Payment

7.1 Bigger groups (15 persons and above) can place a reservation for tickets on the reservation form that can be found on the website of the Organizer. Groups which are smaller than 15 persons can also make use of this reservation form as long as an agreement has been made with the Organizer pertaining this exception.

7.2 When a group reservation is made by using the reservation form on the website of the Organizer, 50% of the total amount of money due for the reserved tickets will be directly billed and the Participating company that placed the order is expected to pay this sum within the allotted time.

7.3 To place a group reservation this has to be undertaken on the website of the Organizer, where a complete and accurate contact form has to be filled in and sent to the Organizer.

7.4 In a reservation application the total amount of Participants and the date and time for when they want to partake in an Event has to be filled in.

7.5 The amount of Participants and the date & time when these Participants partake in an Event can be altered up to one month prior to the Event, as long as the following conditions are met:

- The definite number of Participants under one reservation can only be increased from the original amount of Participants as long as tickets are available. Having more Participants than notified on the original reservation partake in an Event can only occur when the Organizer has approved this alteration.

- Alteration of time/date when the Participants partake in an Event can only occur after written approval of the Organizer.

7.6 When a Participating company alters the time/date when a group partakes in an Event, the Participating Company still owes the original deposit that is due to the Organizer for the original reservation, unless another agreement has been reached with the Organizer and a written approval of this alteration is in existence.

7.7 If more or less Participants partake in an Event than noted in the reservation, the following terms apply:

- If less Participants partake than noted in the reservation, excess funds for Entrance Tickets shall be transferred back in case this payment has been made already. This excludes the original 50% down payment for the reservation

- In case the date/time changes when Participants take part in an Event, in concurrence with article 7.5, this will also reflect in the total amount of money due because of a potential price alteration caused by the time/date change.

7.8 Participating Companies/Groups that have placed a reservation on the reservation page that wish to cancel a reservation can do this up to a month prior to the Event. In the case of such a cancellation the Participating Company/group remains the Organizer 50% of the down payment due. If a Participating Company/group cancels a reservation within a month of the date of the Event in which they would partake, they are liable for the full sum that has been communicated to them when they placed the reservation.

7.9 Besides the content of subclause 7.8, the Organizer maintains the right to bill Participating Companies for miscellaneous costs made in order to facilitate the original reservation.

7.10 Payments of bills put forth by the Organizer have to be paid within 14 days by the Participating Company. A Participating Company has to fulfill the payment of all bills 14 days before the start of the Event in which it will take place, unless the bill has been received within that period. The maintained deadline of 14 days for payment is binding.

7.11 If a Participating Company fails to meet its obligation of payment within the allotted period (14 days from the moment a bill is sent out by Organizer) for services provided by the Organizer, the Organizer has a right to lawfully determined interest over the owed sum, which is activated on the day that the payment should have been made by the Participating Company and which runs until the day that the total sum of the bill (including interest rate) has been paid. The Organizer does not have to send a notice of default in order for the interest rate to be activated.

7.12 All costs made by the Organizer in order to receive payment from a Participating Company are chargeable to the Participating Company. Furthermore, the Organizer is entitled to charge the Participating Company for costs made by sending reminder notices and potential involvement of bailiffs.

7.13 The Participating Company is not authorized to settle its open standing debt to the Organizer with alleged open standing debt of the Organizer towards the Participating Company.

7.14 The Organizer is entitled to hand over its financial claims to third parties. Everything in this article that has been determined in relation to the Organizer will in that case transfer over to the third party that will henceforth deal with the claim.

Article 8: Intellectual Property Rights, Image & Audio Recordings

8.1 The Organizer maintains the right to create (or have someone make) video and/or audio registration of its Events and to use the video, image, audio material for promotional and productional purposes for the Organizer and/or partners/sponsors. Participants that appear in video, image or audio within the premises of the Event Location do not have any rights pertaining to a reward for this material. When the Participating company/participant signs these Terms & Conditions he/she/it waives all personality rights.

8.2 If during the Event surveillance cameras are in use, the Organizer maintains the right to use the footage and hand it over to third parties in the case of related calamities that are visible on the footage. This includes, but is not limited to, police and the justice department.

8.3 All the intellectual property rights pertaining to products and/or services, also including designs, documentation and all other materials that are developed and/or used during the preparation or execution of the Contract/Agreement between the Organizer and the Participating Company, or anything that is created in order to honor this Contract/Agreement, are fully in the possession of the Organizer and/or its suppliers. Supplying products and/or services to the Participating Company does not in any way lead to the transmission of intellectual property rights.

8.4 The Participating Company and its Participants agree that it will not duplicate the Event, or parts thereof, in any way, shape or form. If it is observed that a Participating Company or Participant is/did copy(ing) part of, or the entirety, of an Event or any other intellectual property right of the Organizer and/or its suppliers, the Participating Company/Participant is required to make a penalty payment of €500 for every day that the Participating

Company/Participant is misappropriating intellectual property rights that belong to the Organizer. This pertains to the preparation and the execution of stolen intellectual property rights.

Article 9: Cancellation by the Organizer, Relocation/Rescheduling of an Event & Termination of Agreement

9.1 The Organizer maintains the right to change the date or location of an Event and/or cancel an Event when circumstances beyond the Organizer's control occur. Circumstance beyond the control of the Organizer should be interpreted broadly, and includes amongst other cases: sickness/cancellation of artists, strikes, impending danger, fire, terrible weather, etc.

9.2 The organizer maintains the right to cancel an Event up to 24 hours before it commences. In case an Event is cancelled by the Organizer, the Organizer shall return the fee of the Entrance Tickets to the Participating Company within 30 days. Restitution only occurs because of the aforementioned reason in this clause. Service costs and/or miscellaneous costs, direct or indirect, will not be refunded.

9.3 In case of force majeure, which includes but is not limited to: sickness of the employees of the Organizer who are expected to execute the Agreement with the Participating Company, strikes of the personnel of the organizer, the unavailability of an Event Location, company disorders at the Participating Company location, other factors that do not fall under the responsibility of the Organizer, factors that fall under the auspices of the participating company, or non-agreed alterations made to the Agreement by the Participating Company, because of which the Agreement cannot be, or at least not in a reasonable fashion. executed, the Organizer is entitled to annul the Agreement, in which case the Participating Company shall be notified, while maintaining all agreements upon payment by the Participating Company to the Organizer for products/services already delivered prior to the moment of annulment of the Agreement.

9.4 In the case of moratorium of payment, bankruptcy, shutdown or liquidation of the company of either party, the other party is entitled to end the Agreement in the same fashion as described in 9.3

9.5 In case the Participating Company cancels the Agreement before the execution, the Participating Company owes the Organizer the costs made by the latter for the purpose of the execution of the Agreement.

9.6 In the case that the Organizer has obligated itself to third parties for the execution of an Agreement prior to the annulment of the Agreement, the Participating Company is expected to fulfill the costs that result from these obligations completely.

Article 10: House Rules

10.1 The Participating Company and its Participants have to comply to the house rules and regulations set by the Organizer and other qualified organizations that maintain authority within the compounds of an Event created by the Organizer. When the Organizer deems it necessary to maintain order and safety during one of its Events, it maintains the right to remove and/or bar a Participant from such an Event.

10.2 Persons younger than 18 are not allowed to enter an Event run by the Organizer. Only after written permission from the Organizer an exception to this sub clause can be made.

10.3 In order for the Organizer to comply to its lawful obligations, the Participant is expected to be able to identify him/herself. When the Participant is unable to comply to this request, the Organizer maintains the right to bar and/or remove a Participant from an Event.

10.4 When a Participant enters an Event he or she shall be searched. If the Participant refuses to be searched the Organizer maintains the right to bar the Participant from entering the Event.

10.5 Digital cameras, video cameras/camcorder and other (audio)recording devices are not permitted on the premises of an Event. Phones can be brought but are to be stowed away in lockers provided by the Organizer on the premises of the Event. As noted in article 5, the storing of these objects is at the own risk of the Participant.

10.6 Video/Photo/Audio registration of an Event, without prior written permission by the Organizer, is strictly forbidden. As is the reproduction of any image or audio material related to Events produced by the Organizer.

10.7 The following objects are not allowed on the premises of an Event Location: food produce, glass objects, plastic bottles, bidons, cans, camelbags, pets, (foldable)chairs, stools, inflatable objects, umbrellas & parasols, selfie sticks, narcotics of any kind, fireworks, firearms or other dangerous objects. The Organizer shall seize such objects at the entrance. Legal objects shall be returned to the Participant when he/she leaves the premises and illegal objects shall be handed over to the police.

10.8 Smoking is not permitted on an Event Location, unless a designated smoking area is present on an Event Location in which case smoking is permitted within the confines of that area. If the Organizer receives a fine due to the smoking of the Participant, this fine will be paid by the Participant in full to the organization that issued the fine.

10.9 It is not allowed to bring pets during an Event. Furthermore on the Event Location it is strictly prohibited to crowdsurf, make a fire, pursue commercial activities, discriminate or violate other people's rights in a vocal or physical way. Wearing football shirts, motor club garments or other clothing that refer to strongly delineated social groups is not allowed.

Article 11: Privacy & Personal Data

11.1 The Organizer processes personal data of Participants on its website conform to its privacy & cookie policy and in concurrence with the lawful regulations related to personal data protection. The privacy & cookie policy of the Organizer can be found on the website.

Article 12: Final Provisions

12.1 To these Terms & Conditions only Dutch law applies.

12.2 Potential disputes, of whatever nature, between Participant and Organizer that are created because of these (or the execution of) terms & conditions and/or related agreements, shall be presented to a qualified judge.