

## TERMS AND CONDITIONS FOR VISITORS OF DEKMANTEL

These Terms and Conditions for Visitors are of the private company with limited liability **DEKMANTEL BV** (hereinafter referred to as 'DEKMANTEL'), registered in the Commercial Register under number 58295372, and apply to all Agreements that are entered into with Visitors to Events organised by or on behalf of DEKMANTEL. These Terms and Conditions for Visitors and the Company Rules of DEKMANTEL can be requested online and saved digitally via a special web page on the Website of DEKMANTEL ([www.dekmantelfestival.com/files/General-Terms-Dekmantel-ENG.pdf](http://www.dekmantelfestival.com/files/General-Terms-Dekmantel-ENG.pdf)) and will be sent free of charge on request.

### Article 1 Definitions

**Terms and Conditions for Visitors:** these Terms and Conditions for Visitors that apply to the Agreement between the Visitor and DEKMANTEL.

**DEKMANTEL:** the private company with limited liability DEKMANTEL BV, with its registered office in Amsterdam and its office and business address at Oudezijds Achterburgwal 91hs in Amsterdam (1012 DC), listed in the Commercial Register at the Chamber of Commerce under number 58295372, which amongst other things engages in services in the area of performing art and the organisation of cultural events, all in the broadest sense.

**Visitor:** any natural person who is not acting in the context of profession or company and who enters into an Agreement with DEKMANTEL directly or indirectly in the context of attending an Event, as well as any person in or around the Event Location and who has entered into an agreement directly or indirectly with DEKMANTEL.

**Event:** a (cultural) event, including a (music) performance and/or other manifestation, a concert, dance event, business event and/or a public or closed event in which one or more people take part, organised and/or facilitated by or on behalf of DEKMANTEL at the Event Location.

**Event Location:** location where an Event takes place, which is used for the Event to be organised and/or facilitated by or on behalf of DEKMANTEL.

**Company Rules:** the Company Rules of DEKMANTEL with which Visitors must comply when visiting DEKMANTEL Events.

**Agreement:** any contractual relationship between the Visitor and DEKMANTEL that has been effected in accordance with the Terms and Conditions for Visitors in connection with attending an Event, as well as any other provision or statement that has been declared applicable to the legal relationship between the Visitor and DEKMANTEL.

<b>(Pre)sales outlet:</b>	a (pre)sales organisation engaged by or on behalf of DEKMANTEL to sell Tickets for Events, including those where Tickets can be purchased online/digitally;
<b>Ticket:</b>	proof, provided by or on behalf of DEKMANTEL, that the Visitor has the authority to be at, go to or go from the Event Location;
<b>Ticket Price:</b>	the price for a Ticket, as also stated on the Ticket, excluding any extra service and/or administration charges;
<b>Social Media:</b>	the social media channels registered and/or used in DEKMANTEL's name and/or on behalf of DEKMANTEL specifically affiliated with the Website and other (promotional) statements from or on behalf of DEKMANTEL.
<b>Website:</b>	DEKMANTEL's website ( <a href="http://www.dekmantelfestival.com">www.dekmantelfestival.com</a> ) and website(s) of Events that are registered in DEKMANTEL's name specifically affiliated therewith, including eventual app's affiliated with and/or connected to the Website.

## **Article 2    Applicability**

- 2.1 These Terms and Conditions for Visitors apply to every Agreement that is entered into between DEKMANTEL and the Visitor, regardless of the manner in which this Agreement is concluded, as well as any visit by the Visitor to the Event Location.
- 2.2 DEKMANTEL may at all times amend these Terms and Conditions for Visitors in part or in full. DEKMANTEL shall inform the Visitor of the amendments to the Terms and Conditions for Visitors in a timely manner by reporting them on its Website and/or Social Media. If the Visitor is of the opinion that the amendments conflict with the principles reasonableness and fairness, the Visitor must inform DEKMANTEL of this within 10 (ten) working days. The Visitor's failure to do so will be interpreted as his/her agreement to the amendments.
- 2.3 DEKMANTEL explicitly rejects the applicability of any general terms and conditions of the Visitor.
- 2.4 If any provision of these Terms and Conditions for Visitors is invalid, this will not affect the applicability of the remaining provisions of these Terms and Conditions for Visitors.
- 2.5 The Visitor is aware that in addition to these Terms and Conditions for Visitors and the Company Rules of DEKMANTEL, other conditions may apply to the purchase of Tickets for DEKMANTEL Events, including for example the general terms and conditions of Your Ticket Provider BV and general terms and conditions and company rules of the manager/owner of the campsite and/or recreational site.

### **Article 3 Offers and conclusion of the Agreement**

- 3.1 Information, offers, announcements, (marketing) campaigns and quotations regarding Events and/or (the sale of) Tickets will be provided or displayed by DEKMANTEL and/or third parties orally, by telephone, by e-mail, via the Website or Social Media as accurately as possible. DEKMANTEL accepts no liability for any inaccuracies or incompleteness in the aforesaid announcements made by DEKMANTEL and/or third parties.
- 3.2 An Agreement is concluded when the Visitor buys a Ticket from DEKMANTEL or a (Pre)sales outlet engaged by DEKMANTEL; in other words, has accepted an offer from or on behalf of DEKMANTEL to acquire such, whether or not for payment.

### **Article 4 Access and Ticket**

- 4.1 On entering the Event location and throughout the period that the Visitor is at the Event Location, the Visitor must have on his/her person valid proof of identity and a valid Ticket and must show these at the first request of employees of DEKMANTEL, employees of the Event Location, security staff, the police and/or other competent authorities.
- 4.2 A Ticket will be provided to a Visitor once only and gives one Visitor access to the Event and the Event Location.
- 4.3 If an Event is moved to another date by or on behalf of DEKMANTEL, for example as a result of or in connection with force majeure, the Ticket will remain valid for the new date on which the Event will take place. If the Visitor is unable or unwilling to visit the Event on the new date, the Visitor is entitled to return the Ticket to DEKMANTEL or a (Pre)sales outlet engaged by DEKMANTEL for a refund of the payment stated on the Ticket, regardless of the price that the Visitor paid for the ticket. Service and/or administration charges will not be refunded.
- 4.4 A Ticket allows only the holder of the Ticket access to the Event Location. It is the Visitor's own responsibility to ensure that he/she is and remains the holder of the Ticket. Tickets are and remain the property of DEKMANTEL.
- 4.5 A Ticket may comprise a document provided by or on behalf of DEKMANTEL, a wristband or a barcode provided by or on behalf of DEKMANTEL. The barcode is a unique code that is provided to the Visitor via electronic communication (for example, by e-mail). If the Visitor has chosen to receive the Ticket in this manner, the Visitor must ensure that this Ticket can actually be sent to him in a safe manner via electronic communication. Once he/she has received the Ticket ordered, the Visitor must check its accuracy. If the Ticket ordered by the relevant Visitor is not received in a timely manner, or if defects or mistakes are discovered on the Ticket, the Visitor must contact DEKMANTEL immediately in writing (by letter or e-mail). DEKMANTEL guarantees neither the confidentiality nor the receipt of the Ticket.
- 4.6 Only purchases through DEKMANTEL or (Pre)sales outlets it engages will guarantee the validity of the Ticket. The burden of proof of this validity lies with the Visitor. The Visitor may be

refused access to the Event Location if it appears that the Ticket has not been obtained from DEKMANTEL or from a (Pre)sales outlet engaged by DEKMANTEL.

- 4.7 If the Visitor claims a discount on purchase of the Visitor, the Visitor must show the document entitling him/her to the discount.
- 4.8 The risk of loss, damage or misuse of the Ticket lies with the Visitor from the moment that Ticket is made available to the Visitor. The Visitor is not entitled to a refund of the Admission Price or any other compensation in the event of loss, damage or misuse of the Ticket, or in the event that the Visitor for whatever reason does not make use of the Ticket. Once obtained, a Ticket cannot be returned or exchanged.
- 4.9 The Visitor is not permitted to remove and/or change mentions of copyright, brands, logos, models, trade names and/or other industrial or intellectual property rights of DEKMANTEL, its licensors and/or (Pre)sales outlets of the Ticket, or to have these removed and/or changed.
- 4.10 DEKMANTEL reserves to set a maximum for the number of Tickets that may be obtained by each (potential) Visitor; the (potential) Visitor is obliged to comply with this maximum in such event.

#### **Article 5 Ban on Ticket resale**

- 5.1 Tickets may not, either directly or indirectly, be resold, offered for sale or provided to third parties for commercial purposes in any manner whatsoever.
- 5.2 The Visitor may not advertise or create any other form of publicity in any manner, either directly or indirectly, in connection with the Event and/or any other part thereof in a commercial sense and for his/her own gain. Nor may the Visitor refer to the Ticket or Tickets for the Event in such advertising or publicity.
- 5.3 If the Visitor gives his/her Ticket to third parties for no consideration and not for commercial purposes, the Visitor is obliged to impose all of the Visitor's obligations arising from an Agreement or these Terms and Conditions for Visitors on those third parties in full. The Visitor guarantees that the aforesaid third parties meet and/or will comply with all of the aforesaid obligations.
- 5.4 If the Visitor does not comply with the obligations of this article, DEKMANTEL has the right to deem his/her Ticket invalid and the Visitor shall owe DEKMANTEL an immediately payable penalty, which is not subject to legal mitigation, of €100 (in words: one hundred euros) per Ticket and €100 (in words: one hundred euros) per day that this breach continues, without prejudice to all of DEKMANTEL's other rights, including the right to also demand performance and/or full compensation for damages. The holder of an invalid Ticket will not be allowed to access the Event or the Event Location and will not be entitled to receive any compensation.

## **Article 6 Liability**

- 6.1 Travel to and from, the entering and exiting of the Event Location and the attendance of the Event at the Event Location will take place entirely at the Visitor's own risk.
- 6.2 DEKMANTEL is not liable and accepts no liability for damage resulting from the cancellation of, changes to or the relocation of an Event, nor for any other damage, for whatever reason, that is a direct or indirect result of an act or omission of DEKMANTEL and/or the Event Location, of persons in their employment or of other persons who have been set to work by them, or of third parties, during the Event or in connection with travelling to or from or staying at the Event Location, unless the damage is the result of wilful intent or gross negligence on the part of DEKMANTEL.
- 6.3 DEKMANTEL is not liable and accepts no responsibility for the manner in which shape is given to the Event programme, in its changed or original form, including the content and length of the Event programme.
- 6.4 If and to the extent that DEKMANTEL, in any manner whatever, should also be liable towards the Visitor for any damage suffered by the Visitor, it can only ever be held liable for direct damage up to the amount that will be paid out under DEKMANTEL's statutory liability insurance, and only if it is obliged to do so by law. In such cases DEKMANTEL can only be held liable if the Visitor informs DEKMANTEL of the default immediately in writing, providing a reasonable period for the obligation to be met each time and if DEKMANTEL also continues to fail to meet that obligation after that notice of default.
- 6.5 DEKMANTEL is not liable and cannot be held liable for the loss of clothing and/or other property of the Visitor and therefore accepts no liability for such occurrences either. If the Visitor can provide concrete proof that the loss of clothing and/or other property of the Visitor is solely the result of wilful intent or gross negligence on the part of DEKMANTEL or its employees, DEKMANTEL will compensate the Visitor in the amount of purchase price, up to a maximum of €250 (in words: two hundred and fifty euros), upon provision of a valid proof of purchase of the relevant property.
- 6.6 Found property must be given to the person working behind the bar, desk by the lockers or checkout at the Event Location. Found property will be kept by or on behalf of DEKMANTEL or the lessor of the lockers for a period of two weeks, during which period the legal owner may collect the property he/she has lost from DEKMANTEL or the lessor of the lockers.

## **Article 7 Cancellation or relocation of an Event**

- 7.1 DEKMANTEL has the right to change all or part of an Event. Only in the event that an entire Event is cancelled will DEKMANTEL refund the Admission Price, but not the administration and service charges, to the original buyer of the Ticket at the Visitor's written request.
- 7.2 DEKMANTEL has the right to cancel or relocate all or parts of an Event, without stating reasons. It is the responsibility of the Visitor to check whether all or parts of an Event have/will be cancelled or have/will be relocated and what the new time or the new location will be. In the event of cancellation or relocation, DEKMANTEL shall do its best to ensure that the Visitor is informed of this as soon as it comes to its knowledge. DEKMANTEL cannot however guarantee that the Visitor will receive this information before the start of the Event. DEKMANTEL is not liable for any damage in such cases.
- 7.3 Tickets for Events that are relocated will in principle remain valid for that relocated Event. For more information, the Visitor can contact DEKMANTEL via [info@dekmantelfestival.com](mailto:info@dekmantelfestival.com).

## **Article 8 Company Rules of DEKMANTEL**

- 8.1 Unless provided otherwise in the Company Rules, Visitors to the Event and Event Location must be aged 18 or over. Employees of DEKMANTEL, of the Event Location and/or security staff may at all times request that the Visitor identifies him/herself by providing valid proof of identity. If and as soon as it appears that the Visitor is not 18 years of age, the Visitor may be refused access to the Event and/or the Event Location, without being entitled to a refund of the Admission Price for the Ticket or any service and/or administration charges paid and/or costs incurred otherwise.
- 8.2 The Company Rules of DEKMANTEL are applicable to every visit by the Visitor to DEKMANTEL Events and the Event Location. The Visitor explicitly accepts the applicability and content of these Company Rules. Visitors must behave in accordance with these Company Rules of DEKMANTEL and/or the Event Location, as well as the generally accepted rules of common decency and morality. If in the opinion of employees of DEKMANTEL and/or the Event Location and/or security staff, the Visitor does not behave in such a manner, the Visitor may be addressed on this by employees of DEKMANTEL and/or the Event Location and/or security staff. If the Visitor breaks the Company Rules or repeats or continues behaviour that is incompatible with the aforesaid Company Rules and/or the generally accepted rules of common decency and morality, the Visitor may be refused access to the Event and, if necessary, handed over to the police, without being entitled to a refund of the Admission Price for the Ticket or any service and/or administration charges charged and/or costs incurred otherwise.
- 8.3 The Visitor is not permitted to record the visit to the Event, in any form whatsoever, on any digital or other carrier whatsoever, including the photographing, filming and/or any other method of making sound or image recordings of all or parts of the Event.
- 8.4 DEKMANTEL is entitled to make sound and/or image recordings of the Event or parts of the Event, or to have these made, including of Visitors. A Visitor who visits an Event:
  - a. explicitly agrees to the recording and/or (re)use of his/her name, voice, portrait and/or image and *persona* by means of live or otherwise broadcast audio and/or image recordings, (re)broadcasts or other forms of publication, reproduction and/or distribution,

in any manner and via any media or technologies whatsoever, known now and/or in the future;

- b. gives explicit, irrevocable and unconditional permission for the (re)use referred to under a), for a limited period of time, worldwide and for no consideration;
  - c. holds neither DEKMANTEL nor parties that use image and/or sound material, for commercial purposes or otherwise, with DEKMANTEL's permission liable for the use/reuse of this image and/or sound material;
  - d. explicitly waives his/her portrait and image rights and personality rights in respect of DEKMANTEL and its licensors to the extent that it concerns audio and/or image recordings at and around the Event Location in which he/she is identifiable; and
  - e. acknowledges that a video surveillance system and/or audio and image recording equipment may be otherwise operational and agrees that audio and/or image recordings of the Visitor may be made by or on behalf of DEKMANTEL in the context of public order and security;
  - f. acknowledges that any rights of intellectual property, including copyright and related rights, connected to the image and/or sound material made by or on behalf of the Visitor, are owned jointly by DEKMANTEL; the Visitor shall at DEKMANTEL's first request, for no consideration, cooperate fully in all possible formalities required for the transfer rights or provision of rights in other respects; DEKMANTEL is at all times entitled to use, directly or indirectly, the aforesaid image and/or sound material made by or on behalf of the Visitor, in any manner whatsoever.
- 8.5 The Visitor is not permitted to hand out promotional material at the Event Location, directly or indirectly, including samples, advertising and/or flyers, to the extent that the law permits, without DEKMANTEL's explicit written permission.
- 8.6 Smoking is not permitted in tents and (temporary) buildings at the Event Location, except in the designated smoking rooms. Any fines imposed on the organisation as a result of non-compliance by the Visitor may/will be recovered from the Visitor.
- 8.7 DEKMANTEL shall do everything reasonably within its power to guarantee the Visitor's safety at the Event Location as much as possible. In the context of safety at or around the Event Location, at the first request of employees of DEKMANTEL and/or the Event Location, security staff, police and/or other authorised persons, the Visitor must:
- a. cooperate with a clothing search (frisk);
  - b. allow bags being carried to be inspected; and/or
  - c. pass through a detection gate; and/or
  - d. provide proof of identity.
- 8.8 The Visitor may not loiter unnecessarily in front of emergency exits and places at or around the Event Location where fire extinguishers hang or other fire-fighting and/or other safe equipment is found.
- 8.9 The Visitor is explicitly forbidden from bringing glassware, plastic bottles, cans, fireworks, drugs, weapons and/or other dangerous objects and/or substances, food and/or alcoholic or non-alcoholic drinks and/or animals or pets to or having any of these in his/her possession at the Event Location, on penalty of confiscation of these items and/or handover to the police.

- 8.10 The Visitor is not permitted to impair and/or to damage (the inventory at) the Event Location or the immediate vicinity of this location, in any manner whatsoever. If the Visitor damages (the inventory at) the Event Location or the immediate vicinity of this location, the Visitor must pay compensation for this damage.
- 8.11 The Visitor is not permitted to bring pets or animals during the Event. Crowdsurfing, fires, campfires and/or commercial activities are also forbidden on the Event Site, as are any manner of offensive, discriminatory or insulting behaviour and the wearing and distribution of signs, emblems or insignias of such nature. Football shirts, motorclub clothing and other clothing with text identifying groups may not be worn.
- 8.12 The Visitor must follow instructions, orders and/or directions from employees of DEKMANTEL and/or the Event Location, security staff, the police and/or other authorised persons on the first request. These instructions may also prevent undesirable group formations, aggressive behaviour, indecent or offensive behaviour, discrimination, insults, threats, the wearing of provocative clothing, insignias, badges, head scarves and flags, etc.
- 8.13 If the Visitor refuses to comply with the regulations and safety regulations referred to in this article, the Visitor may be refused access the Event and/or the Event Location, without being entitled to a refund of the Admission Price for the Ticket or any service charges charged and/or costs incurred otherwise.
- 8.14 Employees of DEKMANTEL and/or the Event Location, security staff, the police and/or other competent authorities may at all times request that the Visitor accompanies them in the event of a breach as referred to in this Article 8. In that case, the Visitor shall at all times, without objection, cooperate in such an investigation and may subsequently be removed from the Event Location and asked to give a copy of his/her valid proof of identity to the relevant person(s). The Visitor shall cooperate voluntarily with such a request, without objection. During or after the Event, DEKMANTEL shall subsequently decide, possibly in consultation with the relevant authorities, whether the Visitor will be banned from attending one or more DEKMANTEL Events.
- 8.15 Consumption vouchers or coins bought during the Event or during the stay at the Event Location are only valid during the relevant Event and may only be exchanged by the Visitor during the Event. PAR-T BV will not reimburse the amount paid for these vouchers or coins after the Event.
- 8.16 The Visitor is aware that loud (amplified) music will be played during the Event. DEKMANTEL advises the Visitor to wear ear protection and to go to an environment where no music is played regularly, in order to give his/her hearing a rest.

## **Article 9 Force Majeure**

DEKMANTEL is not liable and cannot be held liable for damage incurred by the Visitor that has occurred as a result of force majeure and therefore accepts no liability for such cases. Force majeure includes: strikes, fire, extreme weather conditions, epidemics and all other circumstances independent of DEKMANTEL's will. In the event of force majeure, DEKMANTEL has the right to move all of parts of the Event to another date or to cancel all or parts of the Event or to change all of parts of the content of the Event programme.



## **Article 10 Privacy and personal data**

- 10.1 Through entering into an Agreement with DEKMANTEL, (personal) data of the Visitor may be collected, recorded and saved in a data file. These (personal) data provided by the Visitor will be processed or on behalf of DEKMANTEL.
- 10.2 The processing of the (personal) data provided by the Visitor is governed by DEKMANTEL's privacy policy, which can be accessed on the Website. DEKMANTEL treats (personal) data with careful and only processes it in accordance with the Personal Data Protection Act. DEKMANTEL may register the possible processing of the Visitor's personal data with the Dutch Data Protection Authority in The Hague.
- 10.3 In entering into the Agreement with DEKMANTEL, the Visitor gives explicit permission to for the processing of (personal) data in accordance with DEKMANTEL's privacy policy.
- 10.4 If during an Event recordings/image recordings are made using security cameras, DEKMANTEL may hand over these to third parties, including the police and judicial authorities, in the event of emergencies.

## **Article 11 Complaints**

- 10.1 DEKMANTEL shall do everything reasonably within its power to make the Visitor's stay during the Event at the Event Location as pleasant as possible. DEKMANTEL will also attempt to minimise inconvenience or discomfort for the Visitor, as well as guarantee the Visitor's safety as much as possible. In the unlikely event that the Visitor has complaints concerning the performance of the Agreement and/or the services of DEKMANTEL, the Visitor may report these in writing by sending an e-mail to [info@dekmantelfestival.com](mailto:info@dekmantelfestival.com). Complaints must be reported to DEKMANTEL no later than 7 (seven) days after the date of the stay at the Event Location.

## **Article 12 Disputes**

- 12.1 All Agreements to which these Terms and Conditions for Visitors apply are governed exclusively by Dutch law.
- 12.2 Any dispute, of any nature whatsoever, that arises between a Visitor and DEKMANTEL as a result of or in connection with the Agreement or further agreements in performance thereof will be submitted exclusively to the competent court in Amsterdam.
- 12.3 If the Terms and Conditions for Visitors are also used in a language other than Dutch, the Dutch text will prevail in the event of disputes concerning their interpretation.

Thus drawn up in Amsterdam, 28-01-2015