

## **GENERAL TERMS AND CONDITIONS APPLICABLE BETWEEN TIKTAK NEW YEARS EVE 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 TIK TAK NYE and these general terms and conditions**

1.1 These general terms and conditions will be used by TIKTAK BV. Consistently referred to hereinafter as 'TIKTAK NYE'. TIK TAK NYE must use these terms and conditions itself in dealings with the other party/consumer, make them available on its Website and send them free of charge at the request of an interested party. TIK TAK NYE 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. TIK TAK NYE 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, TIK TAK NYE is never a party to a dispute or liable towards the other party under these general terms and conditions.

1.2 TIK TAK NYE has its registered office at Egelenburg 2, 1081 GK Amsterdam, the Netherlands. TIK TAK NYE can be reached via the e-mail address [info@tiktakevents.com](mailto:info@tiktakevents.com) and telephone number +31 (0)20 37 04 633.

1.3 These general terms and conditions apply exclusively to private individuals and expressly not to parties in their capacity as a professional party to a contract with any TIK TAK NYE, events. Different general terms and conditions of TIK TAK NYE apply to legal relationships TIK TAK NYE and a professional contracting party.

1.4 These general terms and conditions apply among online visitors to any website of the particular TIK TAK NYE. These terms and conditions also apply to visitors of any Event organised by particular TIK TAK NYE. 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 a TIK TAK NYE 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 at the Chamber of Commerce by

TIKTAK NYE under number 60004681 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 [info@tiktakevents.com](mailto:info@tiktakevents.com).

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 TIK TAK NYE 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.

2.4 When purchasing a product or procuring a service via a Website and when registering as a Visitor on the Website, 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 TIK TAK NYE 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.

‘TIK TAK NYE’:

TIK TAK NYE 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. TIK TAK NYE has its own activities, such as its own website or Event.

‘Website’:

Every website of any TIK TAK NYE, 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, 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, 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, or the purchaser of a Product on the Website, 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 – organized by TIK TAK NYE in the Netherlands at its own expense and risk and for which this TIK TAK NYE uses these terms and conditions in relation to Visitors.

'Product':

A product that is offered by TIK TAK NYE to the Visitor on the Website 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 TIK TAK NYE, or a physical cd or DVD/BluRay (i.e. a physical sound or image carrier), which is purchased via an online web shop of TIK TAK NYE 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 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 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 TIK TAK NYE.

## 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 of the relevant TIK TAK NYE.

5.2 TIK TAK NYE 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 the relevant TIK TAK NYE 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 recognizes 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 , Instagram or Twitter, SMS-services 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 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. 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 will be used by TIK TAK NYE for the further development and improvement of the Website.

6. The Visitor must register and create an account on the Website 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 a TIK TAK NYE and used for Product purchases on the Website.

7. By registering on the Website, the Visitor gives consent for TIK TAK NYE or its affiliated third parties to send him information by e-mail, (mobile)phone or post. TIK TAK NYE will not sell this information to a third party nor use the details for marketing purposes, unless the Visitor has given his consent by approving via an opt-in option. The information that TIK TAK NYE 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.

## Article 6 Sending further information

The Visitor is given the opportunity on a Website to indicate whether TIK TAK NYE may use his details for sending information about upcoming Events, publications, offers, campaigns and other websites. After obtaining this consent, TIK TAK NYE 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 TIK TAK NYE or its affiliated businesses. If this consent is granted, TIK TAK NYE 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 [info@tiktakevents.com](mailto:info@tiktakevents.com) with the text 'remove details' and specifying from which lists (newsletter/ Forum/etc.) he would like to be removed.

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## Article 7 Forum

7.1 The Visitor may register for a Forum on a Website where information can be exchanged with other visitors and with TIK TAK NYE. By registering for such a Forum, the Visitor gives irrevocable consent to the relevant TIK TAK NYE to save his personal data and display messages sent by him – with username, avatar or any photograph – on the Website. The Visitor may participate in discussions, write responses and read the views of others in relation to specific topics on the Forum of a Website.

7.2 The Visitor is personally responsible for the content of his messages and fully indemnifies TIK TAK NYE against all damage, claims and actions in this regard. The messages of the Visitor on a Forum may not be offensive or insulting and any Visitor who does not comply with these conditions may be banned from the Forum.

## Article 8 Access to details via social network accounts

8.1 When registering on a Website, 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 of TIK TAK NYE concerned. The Visitor gives his consent for this purpose.

8.2 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. The relevant TIK TAK NYE 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 is moreover asked by TIK TAK NYE whether he wishes to amend or supplement the details.

## Article 9 Non-disclosure to third parties by the Visitor

9.1 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 [info@tiktakevents.com](mailto:info@tiktakevents.com), so that TIK TAK NYE can block further access to this account.

9.2 The relevant TIK TAK NYE 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. The relevant TIK TAK NYE 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 TIK TAK NYE against all damage, claims and actions in this regard.

## Article 10 Third-party services and privacy

10.1 Services or purchases are sometimes offered by third parties on the Website of the relevant

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TIK TAK NYE, 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 thirdparty website.

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

10.3 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, TIK TAK NYE 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 a TIK TAK NYE Website.

## Article 11 Security

11.1 TIK TAK NYE applies security measures for the protection of the personal data on the Website and its servers according to the latest technical standards that are reasonably affordable and routine in the sector. TIK TAK NYE complies in this way with the statutory requirements of the EU Privacy Directive and Dutch legislation. TIK TAK NYE 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.

11.2 TIK TAK NYE 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 TIK TAK NYE. Due to the nature of internet use and the online transmission of data, TIK TAK NYE 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 TIK TAK NYE is at any time faced by an information leak during which third parties appropriate personal data, or the Website 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 12 Anonymized data

TIK TAK NYE is authorized to use anonymized data of Visitors obtained via services, purchases or the Website in order to be able to give advertisers information about traffic on the Website 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 13 General

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13.1 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.

13.2 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 14 Admission ticket**

14.1 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.

14.2 People younger than 18 will simply be refused entry to the Event, in which case TIK TAK NYE will not be obliged to refund the admission fee.

14.3 Admission tickets are and remain the property of TIK TAK NYE. 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. TIK TAK NYE may presuppose that the holder of this admission ticket is also the person who has a right to it. TIK TAK NYE 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 TIK TAK NYE or by an advance sales address that it has engaged.

14.4 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.

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

14.6 TIK TAK NYE 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 15 Prohibition against Resale, etc.**

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

15.2 TIK TAK NYE may appoint an authorized resale platform (e.g. an additional official sale 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 TIK TAK NYE is strictly forbidden. Access to the Event may be refused for a Visitor holding a ticket purchased from an unauthorized source. TIK TAK NYE 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.

15.3 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.

15.4 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 TIK TAK NYE for the compliance of this person with the same obligations.

15.5 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 TIK TAK NYE an immediately payable penalty of € 10,000, - per violation and € 5,000, - for each day that the violation has continued or continues, without prejudice TIK TAK NYE' additional right to demand compliance from the Visitor and/or compensation of loss suffered or to be suffered.

15.6 Should the Visitor not comply with the provisions listed in chapter 3 of these general terms and conditions, TIK TAK NYE 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 TIK TAK NYE, 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 16 Searches**

TIK TAK NYE 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 17 Prohibited items**

17.1 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 CSgas) or use such items prior to or during an Event. Confiscated items will not be returned.

17.2 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 18 Refusal of entry**

TIK TAK NYE 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 TIK TAK NYE, 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). Even if an admission ticket is likely to be counterfeit, TIK TAK NYE 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 19 Film and video images**

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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 program booklet, posters and other printed materials is not permitted without the express, prior and written consent of TIK TAK NYE.

## Article 20 Own risk

20.1 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, TIK TAK NYE cannot be held liable, unless there is a case of gross misconduct and/or willful misconduct by TIK TAK NYE or its management. If nevertheless TIK TAK NYE can be held liable, any liability of TIK TAK NYE 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, TIK TAK NYE, its personnel and/or the third parties that it engages, such as stand holders.

20.2 The Visitor is expressly aware that loud music will be played during the Event. TIK TAK NYE 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 21 Program

TIK TAK NYE will aim for the Event program 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. TIK TAK NYE is not liable for the content of the Event program or how it is performed, expressly including the length of the program.

## Article 22 Further rules

22.1 The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of TIK TAK NYE, the transport firm that runs the shuttlebus, the operators of the Event venue, the security staff, fire brigade, police and other authorized parties. Security cameras may be present at the Event venue.

22.2 If the Visitor fails to comply with an order or breaches a rule prohibiting certain behavior, 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 the relevant TIK TAK NYE.

## Article 23 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., TIK TAK NYE will be entitled to move the Event to another date or location or to cancel the Event.

## Article 24 Moving or cancelling the Event

24.1 TIK TAK NYE will not be responsible for damage arising from moving or cancelling the

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Event, as referred to above. If the Event is moved or cancelled, as referred to above, TIK TAK NYE will publicize this fact as far as possible in the manner that it deems appropriate. TIK TAK NYE is only obliged in case of cancellation to refund the admission fee, but not the booking/administration costs, to the Visitor at his request.

24.2 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, in the manner stipulated and announced by TIK TAK NYE (or the party that processed the ticket payment) by means of channels that it will announce.

## **Article 25 Image and sound recordings**

25.1 TIK TAK NYE 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 TIK TAK NYE or any of its affiliated companies being liable to pay any compensation to him at any time.

25.2 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 TIK TAK NYE and hereby irrevocably renounces his personality rights and/or will not invoke these rights.

## **Article 26 Smokefree Event**

26.1 The Visitor may not smoke at an Event that is organized inside a venue by TIK TAK NYE. Smoking is only permitted in designated smoking areas. TIK TAK NYE 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.

26.2 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 TIK TAK NYE because of the Visitor's breach will be recovered from the Visitor.

## **Article 27 Tokens**

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

### **Article 27.1 Electronic Payment Instrument**

TIK TAK NYE or another company of TIK TAK NYE (hereafter in this article, "The Event") 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

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money and/or via an offered pin and/or creditcard possibility at an appropriate cash register at the event. Another possibility to Upload during the Event may be via a mobile application appointed by the Event, for which more information can be read on the website of the Event. 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 of the Event and/or by the Event 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 the Event and/or if the Event provides this possibility; on an Event account of the Visitor or on an account of the Visitor at a third party such as Beatport or via the webshop of an Event. Via the webshop of the Event 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 THE EVENT WILL NOT BE LIABLE FOR LOSS AND/OR THEFT OF THE ELECTRONIC PAYMENT INSTRUMENT.

## Article 27.2 Lockers

TIK TAK NYE or any other company of TIK TAK NYE (hereafter in this article, “The Event”) 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. THE EVENT 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.

## Article 28 Festival

All terms and conditions of this chapter expressly also apply to a festival organized by TIK TAK NYE. 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 29 General

29.1 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.

29.2 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.

29.3 All details that TIK TAK NYE 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 the relevant TIK TAK NYE 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);

Furthermore:

- g. the costs for the use of communication resources by TIK TAK NYE 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. i) there is no question of an agreement that extends to continual or periodic delivery.

29.4 After the distance purchase contract is concluded between TIK TAK NYE and the Visitor, the Visitor can read 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 on the website. 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 30 Online purchases of Downloads and Streams**

The Visitor may purchase Downloads and Streams on the Website of the relevant TIK TAK NYE and receive or listen free of charge in some cases. The service to be provided by TIK TAK NYE 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 31 Merchandise, tickets and other products

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The Visitor may purchase Merchandise items, tickets, e-tickets or other Products on the Website of the relevant TIK TAK NYE, 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 and DVDs, are delivered by ordinary post to the Visitor as indicated in these terms and conditions below.

### **Article 32 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 TIK TAK NYE has entered into an agreement.

### **Article 33 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 TIK TAK NYE for a Product that is offered on the Website.

### **Article 34 Prices and costs of Downloads and Streams**

34.1 The Website clearly stipulates the price that the Visitor must pay for each Product before it can be downloaded. The Website also offers the Visitor the opportunity to purchase several Downloads at a 'bundle' price. These bundles are available for sale in various quantities of Downloads.

34.2 All prices are valid until other new prices are indicated on the Website. No interim price alteration is possible in respect of a Download that has already been purchased but not yet delivered for any reason. All specified Product 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.

34.3 The Visitor will not be charged for any costs other than the purchase price of a Download or a Download bundle. The cost of the internet connection used by the Visitor is payable by the Visitor.

34.4 A precise description of the relevant music or other file, the artist or artists, the title of the composition, the duration of this title and the format in which it can be purchased is provided for each Download. The Website offers the Download in an MP3 format of at least 192Kbps.

34.5 The time that the Visitor's computer takes to collect the Download that is made available by TIK TAK NYE after purchase, depends strongly on the type and quality of the Visitor's internet connection, for which TIK TAK NYE is in no way responsible or liable.

### **Article 35 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.

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### **Article 36 Formation of the purchase contract**

36.1 A contract for the purchase and sale of a Product between the Visitor and TIK TAK NYE 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 TIK TAK NYE. TIK TAK NYE 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.

36.2 TIK TAK NYE is entitled to refuse certain purchases of the Visitor if it has obvious misgivings about the Visitor's ability to fulfil 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.

36.3 TIK TAK NYE is responsible for adopting technical and organizational measures to secure the electronic transfer of personal data and payment transaction information.

### **Article 37 Conformity**

37.1 TIK TAK NYE 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, color 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.

37.2 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 the relevant TIK TAK NYE. TIK TAK NYE 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, TIK TAK NYE will not be obliged under any circumstances to refund or replace the purchase.

### **Article 38 Approval period for Downloads**

38.1 The Visitor may listen in advance and free of charge to an abridged version of each Download one or more times without buying it, however only as Stream (during which the file is not sent to the Visitor but is listened to from the Website server). By offering this option, the Visitor has the opportunity to consider the suitability and choice of the Download for purchase.

38.2 Due to the nature of the Product offered by TIK TAK NYE as a Download to the Visitor – the distance purchase of an electronic music or other file – one-off purchases of Downloads may not be returned by the Visitor and the purchase price of a Download will not be refunded under any circumstances, unless the delivery of the Download does not comply with the Visitor's reasonable expectations for technical or other reasons. The statutory approval period with regard to the

Product to be purchased by the Visitor is complied with by offering Streams of all available Downloads.

## Article 39 Payment

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

39.2 The relevant TIK TAK NYE that manages the Website 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. TIK TAK NYE 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 TIK TAK NYE, the Website 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 Downloading files

In order to carry out Downloads, it is firstly necessary that the Visitor has installed certain software on his computer, which will be made available by the Website at the time of his registration. If a Download or Stream is purchased on a Website, this Website will not under any circumstances sell or deliver a physical Product on order to replace this and expressly will not send any physical products to the Visitor.

## Article 41 User rights for Downloads

41.1 The Visitor may play the purchased Download on a computer or burn it on a sound carrier. TIK TAK NYE which offers Downloads and Streams does not warrant that the Download purchased by the Visitor will be capable of being played, after it is burned on a particular carrier in a particular format, on any player that can reproduce music. This likewise does not warrant that every burner will be able to process the data of the purchased Download. This is all strongly dependent on the hardware, software Page 20 of 26 20 and peripheral equipment that the Visitor uses and for whose functionality TIK TAK NYE is in no way responsible or liable.

41.2 The Website includes user instructions that precisely explain how downloading and streaming from the Website work and state the minimum requirements for the Visitor's computer.

41.3 The relevant TIK TAK NYE which offers Downloads and Streams must ensure that the Visitor's questions, comments and reasonable requests with regard to any problems are responded to within a reasonable period and that these are dealt with adequately. The Visitor can make contact for this purpose by using the e-mail address [info@tiktakevents.com](mailto:info@tiktakevents.com).

## Article 44 Delivery of the Download

42.1 A purchased Download will be delivered, in principle, immediately after the purchase contract is concluded. The Visitor will be immediately informed by means of a pop-up screen that the Download from the Website is available to be collected by his computer, by means of an internet

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connection. The Visitor must abide by and agree to the user rules stipulated at that time. When the Visitor indicates that his computer is ready to collect and receive the Download, TIK TAK NYE will make the Download available on a one-off basis. The Visitor is responsible for giving any incorrect instructions and TIK TAK NYE is not liable in this regard.

42.2 TIK TAK NYE is not obliged to perform or supplement the delivery in any way other than is indicated here. Any power failure, malfunction, defect or other impossibility to receive the Download, other than an attributable fault on the side of TIK TAK NYE, is and remains entirely at the Visitor's expense. If the Visitor cancels the transfer when the Download is made available by TIK TAK NYE, for instance, this will not be made available again.

42.3 If the Visitor does not receive the Download for any reason or cannot use or play the Download for any reason, he may however contact [info@ea-events.com](mailto:info@ea-events.com) for help, questions and/or comments. TIK TAK NYE will only make the Download available to the Visitor again if it is reasonably able to accept that the delivery of the Download has failed for a reason that should not be attributed to the Visitor.

42.4 TIK TAK NYE must make all reasonable efforts to perform the delivery according to the Visitor's reasonable expectations. If necessary, TIK TAK NYE will be available to assist the Visitor with any problems or questions relating to the delivery of Downloads by means of its e-mail address or by telephone. TIK TAK NYE is not liable for any damage to the Visitor's computer, consequential damage, losses due to delays, or damage caused by power failures or a poor internet connection.

42.5 If the Visitor fails to make any payment, TIK TAK NYE will be entitled to suspend the relevant agreement and delivery, terminate the agreement without being liable to pay any compensation, or claim specific performance.

42.6 If the delivery of a specific product is temporarily impossible, for instance because of a technical malfunction or otherwise, and the Visitor has already paid for that product, TIK TAK NYE will perform the delivery as soon as possible or refund the purchase amount to the Visitor, at the Visitor's request by e-mail, if delivery has still not been taken place after seven days.

42.7 Technical problems may occur on the Website and certain files may temporarily not be available for downloading by the Visitor at that moment. TIK TAK NYE is not liable under any circumstances for any resultant damage or delay caused to the Visitor.

### Article 43 Delivery of Merchandise

43.1 As soon as TIK TAK NYE has received payment in full, it will be obliged to deliver the purchased Product. Deliveries will only be made to an existing postal address. TIK TAK NYE 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.

43.2 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. TIK TAK NYE 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.



43.3 If a particular Product is no longer in stock, the purchaser will be advised thereof by email. 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.

43.4 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, TIK TAK NYE 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. TIK TAK NYE is not liable under any circumstances for any resultant damage or delay caused to the Visitor.

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

#### **Article 44 Returning Merchandise Products**

44.1 The Visitor may return Merchandise Products within seven working days of receipt, only including CDs or DVDs if they are still sealed. Tickets, CDs and DVDs with a broken seal cannot be returned. Return consignments may be sent to the relevant TIK TAK NYE, quoting the order number, at Egelenburg 2, 1081 GK Amsterdam.

44.2 After TIK TAK NYE 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 45 Third-party terms and conditions and agreements**

45.1 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.

45.2 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 fulfilment of any obligation towards the Visitor.

45.3 Although TIK TAK NYE 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 TIK TAK NYE 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 46 Payment of e-tickets**

If the Visitor purchases an e-ticket for an Event of TIK TAK NYE, the payment for this Product will usually be handled for TIK TAK NYE 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 TIK TAK NYE will apply to an e-ticket.

#### **Article 47 Trips, transport and airline tickets**

47.1 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 TIK TAK NYE chooses these providers with care, it is not a party to any agreement between the Visitor and this third party.

47.2 The Visitor indemnifies TIK TAK NYE 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 48 Offers made by standholders at an Event**

The Visitor to an Event of TIK TAK NYE may be offered products or services at that Event by third parties/standholders, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of fairground attractions. Although TIK TAK NYE chooses these standholders with care, it is not a party to any agreement between the Visitor and this third party. TIK TAK NYE 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 TIK TAK NYE 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 49 Further user rules**

49.1 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 TIK TAK NYE as published on the Website.

49.2 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, TIK TAK NYE may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

#### **Article 50 Information on the Website**

Although TIK TAK NYE 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, TIK TAK NYE is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

#### **Article 51 Force majeure**

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Notwithstanding its possible other rights, TIK TAK NYE 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 TIK TAK NYE, because it is not accountable by law, a legal act or according to generally accepted standards.

## **Article 52 Liability for information**

52.1 TIK TAK NYE 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. TIK TAK NYE, 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.

52.2 TIK TAK NYE 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, TIK TAK NYE 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.

52.3 TIK TAK NYE 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. TIK TAK NYE 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 53 Intellectual property rights**

53.1 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 TIK TAK NYE or any licensor thereof by law or on the basis of an agreement.

53.2 The Visitor must recognize 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.

53.3 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.

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

#### **Article 54 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.

#### **Article 55 Applicable law and jurisdiction**

Dutch law applies to these general terms and conditions. The Amsterdam District Court has sole jurisdiction to take cognizance of disputes relating to these general terms and conditions, an agreement or the performance thereof.

**DATE: 7-24-2018**