# Terms & conditions

Version 11-2025

# Article 1 – THE AGREEMENT

- These general terms and conditions ("GTC") apply between Stichting Green Vibrations(the "Organiser") and a person (the "Buyer") who has purchased an admission ticket ("Admission Ticket") for an event held by the Organiser (the "Event") and each person who attends the Event (the "Visitor").
- 2. By purchasing an Admission Ticket and attending an Event held by Organiser with an Admission Ticket, an agreement arises between the holder of the Admission Ticket or the Visitor on the one hand and the Organiser on the other hand, to which these GTC apply.

# Article 2 – ADMISSION TICKET

- 1. The Admission Ticket will be offered by the Organiser via its website.
- An Admission Ticket can only be bought by consumers who are at least 18 of age. The Organiser reserves the right to change the maximum number of Admission Tickets that can be ordered at any time.
- 3. Once purchased, Admission Tickets may not be returned to the Organiser.
- 4. The Organiser reserves the right to always refuse orders for whatever reason.
- 5. An Admission Ticket may comprise a document issued by or on behalf of the Organiser or a code issued by or on behalf of the Organiser. The barcode is a unique code.
- 6. The Admission Ticket is granted once and gives access to one person. The Admission Ticket comprising a code will be given to the Buyer/Visitor via electronic communication (email).
- 7. The Admission Ticket entitles the Visitor to attend the Event. The Admission Ticket that is shown first at the start of the Event provides access. The Organiser may assume that the Visitor is also the person entitled to the Admission Ticket. From the time that the Admission Ticket has been made available to the Visitor, the risk of loss, theft, damage or misuse of the Admission Ticket will rest with the Visitor.

8. Only the purchase of an Admission Ticket at a recognised sales or pre-sales point or from the Organiser guarantees the validity of the Admission Ticket. The burden of proof in this regard rests with the Visitor. The Organiser may deny access to a Visitor at the entrance check-in if the Organiser suspects or has knowledge that the Admission Ticket is invalid or was invalidly obtained.

# Article 3 – RESALE PROHIBITION

- 1. The Buyer of an Admission Ticket buys and holds it in principle for themselves and may only sell it on to third parties at the same price as that at which the Organiser offered it for sale and therefore no commercial resale is permitted. The Buyer of an Admission Ticket is therefore not entitled to offer it for sale, sell it or provide it to third parties for commercial purposes. In the event of a violation of this condition, the Organiser is entitled to refuse admission to the Event of all Admission Tickets purchased by the Buyer. The Organiser is also entitled to impose an immediately payable penalty on the Buyer of EUR 5,000 for each violation and EUR 1,000 for each day that the violation continues, without prejudice to the Organiser's right to claim performance and/or compensation from the Visitor for the damage suffered or still to be suffered.
- A right to restitution in the event of force majeure as referred to in Article 7 GTC will not arise in the event:
  - a. of an infringement of Article 3.1 GTC and the Buyer has bought the Admission Tickets for commercial purposes and has resold or attempted to resell them at a higher price than that for which the Organiser offers them for sale;
  - b. the Admission Tickets were obtained from a third party not designated by Organiser.
- 3. The Buyer is obliged in respect of the Organiser not to advertise or undertake any other form of publicity in relation to the Event or any part thereof.
- 4. The Buyer who does not make his Admission Ticket available to third parties for commercial purposes is obliged to impose this GTC on the next holder of the Admission Ticket.
- 5. If the Buyer or a Visitor violates one or more of the provisions as stated in these GTC, the Organiser will be entitled to invalidate the Admission Ticket and/or deny the Visitor access or further access to the Event without the

Buyer / Visitor being entitled to a refund of the amount that they paid for the Admission Ticket (including service costs) to the Organiser, whether through a sales point or pre-sales point. Holders of invalidated Admission Tickets will not be entitled to a refund or compensation in any other way.

#### Article 4 – ADMISSION TO THE EVENT

- 1. By attending the Event, each Visitor explicitly agrees to these GTC.
- 2. In these GTC, the place where the Event is held is understood to be the actual location of the Event as well as all the surrounding grounds, spaces, fields, etc., which form part of the event-area where the Event takes place.
- 3. Only Visitors who are at least 18 years of age will be admitted to the Event and must therefore be in possession of a valid identity document.
- 4. The Visitor must be in possession of a valid and undamaged Admission Ticket both before and during the Event and for as long as they are at the place where the Event is held. The Visitor will show the Admission Ticket on request by the Organiser, the security personnel and other authorised persons.
- 5. If it is plausible that the Admission Ticket has been forged, the Organiser is entitled to refuse the holder of the Admission Ticket further access to the Event without the Visitor or the holder being able to claim any damage that they may have suffered as a result.
- 6. The Visitor will cooperate with a body search when visiting the Event. A Visitor who does not submit to a body search be refused admission to the Event or may be removed immediately, without the right to a refund of the amount of the Admission Ticket.
- It is prohibited to bring professional photographic, film, sound and/or other recording equipment into the place where the Event takes place, on pain of confiscation for the duration of the Event.
- 8. It is prohibited to bring glassware, plastic bottles, cans, fireworks, guns and/or dangerous objects, prohibited substances and/or alcoholic beverages, food, drugs (including those on list I and II of the Opium Act), laughing gas (cartridges), cans, etc. to the location where the Event takes place, on pain of confiscation of these items. Confiscated goods will not be returned and the Organiser has the right to destroy them. A Visitor who violates this prohibition may also be refused admission or further admission without being

entitled to reimbursement of the Admission Ticket amount or may be removed from the Event and/or handed over to the police.

# Article 5 – THE EVENT

- Except with the permission of the Organiser, recording of the Event in any form whatsoever, including photographing, filming and making other sound and/or visual recordings, is prohibited. This includes printing and/or copying from the programme (booklet), posters and other printed matter. All such recordings will be confiscated and immediately destroyed.
- 2. Cameras may be installed by the Organiser during the Event to make recordings for the purposes of supervision and safety.
- 3. The Visitor will comply with the regulations and/or instructions issued by the Organiser, the operators of the location where the Event is held, the security personnel, the fire brigade and other authorised
- 4. If consumption tokens or payment cards with a certain credit value can be purchased at the Event, these are only valid during the relevant Event. The Organizer is never obliged after the Event to refund the purchase amount of the tokens or the credit on the payment card. In case of loss or theft of the payment card, a refund of the remaining credit is not possible. The Organizer is never liable for loss and / or theft of a payment card. Consumption tokens or cashless purchases of a certain credit value, made during an Event, are only valid during the Event in question. The Organiser is never obliged to refund the purchase price of the tokens or the credit after the end of the Event.
- The Visitor and all other persons are prohibited from offering or selling goods at and/or around the Event without the prior written consent of the Organiser.
- 6. The Visitor and all other persons are prohibited from distributing flyers, hanging posters and/or banners or carrying out other promotional activities at and/or around the Event without the prior written consent of the Organiser.
- 7. The Visitor will comply with the rules applicable to public order (e.g., no urinating in public, no public drunkenness, no aggressive behaviour, etc.) as well as the House Rules which are attached to these GTC. The Organiser will

deny the Visitor access or further access to the Event if these rules are breached.

8. The Organiser will decide on possible measures in situations not covered by these GTC and/or the House Rules. The Organiser's decision in this respect is binding.

# Article 6 – RIGHTS OF THE ORGANISER

- If the Buyer/Visitor breaches one or more of the provisions contained in these GTC, the Organiser will be entitled to invalidate the Admission Ticket or deny the Visitor access or further access to the Event without the Buyer/Visitor being entitled to reimbursement of the amount paid to the Organiser for the Admission Ticket (including service charges), whether through a sales point or pre-sales point.
- The Organiser reserves the right to deny the Visitor access or further access to the Event or to remove them from the place where the Event is taking place if the Organiser considers this reasonably necessary to maintain peace and order during the Event.
- 3. The Organiser organises specific programmes for Events, which are described on the website. The Organiser will make every reasonable effort to carry out the programme of the Event as planned and as announced. However, the Organiser cannot fully guarantee that the programme of the Event will be carried out as described, for example, regarding the duration or quality of the performance. An announcement of a line-up of artists, location, etc., is therefore without obligation and may be subject to change. The Organiser is at all times entitled to make changes, which never entitle the Buyer/Visitor to compensation. The starting time stated on the Admission Ticket is subject to change.
- 4. The artist and the Organiser are entitled to make (or have made) video and/or audio recordings of the Event and to use these images for promotional purposes for themselves or for their partners or sponsors. Persons who appear in the recordings are not entitled to any compensation.
- 5. The Organiser reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual legislation and regulations.

Article 7 – FORCE MAJEURE

- If an Event cannot take place on the planned date and location as a result of circumstances beyond the control of the Organiser, this is regarded as force majeure, in the broadest sense of the word, including in this context illness and/or cancellations by the artist, a pandemic or the consequences of a pandemic, national or local instructions by the government or municipal authorities / decision to cancel by the competent authority, the non-issuance of permits by competent authorities, strikes, fire, bad weather conditions, threat of terrorism, etc., whereby the Organiser is entitled to reschedule the Event for a later date, move it to another venue or cancel the Event in its entirety.
- 2. The Organiser is entitled to reschedule an Event if this Event cannot take place due to force majeure, as referred to in Article 7.1. The Organiser is entitled to decide that Tickets purchased for the Event remain valid for the rescheduled Event, on condition that rescheduling takes place within a period of 13 months after the original Event.
- 3. If the holder of the Admission Ticket is unable to attend the new date of the rescheduled event, the holder of the Admission Ticket will inform the Organiser of this within a reasonable period of time. The holder of the Admission Ticket will then be entitled to a voucher equal to the original Admission Ticket price, including booking and service costs. The value of this voucher may be used for the purchase of an Admission Ticket for another event held by the Organiser during a minimum period of 12 months after it has been issued. The validity period will be stipulated on the voucher.
- 4. If the holder of the Admission Ticket is unable to use a voucher, the holder of the Admission Ticket will notify the Organiser within a reasonable period of time. The holder of the Admission Ticket will then be entitled to a refund of the original Admission Ticket price in cash.
- 5. Any refund will take place no later than three (3) months after the new date of the rescheduled event.

The Organiser may at any time deviate from the above in favour of the holder of an Admission Ticket.

 The Organiser accepts no liability for any damage arising from a cancellation or postponement as referred to above. In the event of a postponement or cancellation of the Event as referred to above, the Organiser will provide as much publicity as possible in the manner it considers appropriate, including by stating the applicable refund periods on its website. Only in the event of full cancellation, the Visitor can submit a request for a refund of the entrance fee to the person where the Visitor bought the Admission Ticket. Service costs and any travel and accommodation costs incurred are excluded from refund. Reimbursement of the admission fee only applies if the Admission Ticket has been purchased by the Visitor from the authorized (advance) sales addresses of the Organiser, and not if the Admission Ticket has been purchased at another sales platform, for example an online 'secondary ticket' marketplace.

# Article 8 – LIABILITY OF THE ORGANISER

- The Organiser is liable for direct damage suffered by the Visitor which is the direct and exclusive result of a shortcoming attributable to the Organiser. However, only damage for which the Organiser is insured, and which is compensated by the insurer and which is not excluded or limited in these GTC will be eligible for compensation. The following are not eligible for compensation:
  - a. consequential loss;
  - b. nonmaterial damage;
  - c. damage caused by intent or deliberate recklessness by the Organiser's auxiliary persons.
- Claims against the Organiser will be submitted in writing to the Organiser within seven (7) days after the Visitor suffered the damage (accompanied by the original Admission Ticket and the original proof of payment) and will then be dealt with as soon as possible.
- 3. The Visitor will enter the place where the Event takes place and attend the Event at own risk and expense, in the sense that the Organiser accepts no liability whatsoever for damage caused by such entry or attendance, such as hearing, sight and other physical impairments.
- 4. The Organiser will strive to ensure that the programme is carried out as much as possible in accordance with the announced time schedule. However, it is not liable for any deviations therefrom and for any resulting damage which may be suffered by the Visitor and/or third parties. Start times as stated on admission tickets are subject to change. The Visitor is obliged to check the Organiser's website regularly to find out whether the start time has changed.

- The Organiser also accepts no liability for the content of the Event and the way it is carried out, which explicitly includes the length of the programme. Nor does the Organiser accept liability for changes to the programme of the Event.
- 6. The Organiser also accepts no liability for damage incurred by the Visitor as a result of loss of or damage to the Admission Ticket.
- 7. The Organiser cannot be held liable for theft and/or loss of property of a Visitor.

Article 9 – GENERAL

- Personal data: The Organiser processes personal data of the Visitor within the framework of the Agreement and in accordance with the GDPR. The Organiser is the controller in the context of the GDPR. What the Organiser does with the personal data can be read in the Privacy Statement on the website of the Organiser.
- 2. The Organiser reserves the right to change these GTC from time to time.
- 3. If one or more provisions of these GTC are at any time wholly or partially null and void or should be declared null and void, the remaining provisions of these GTC will remain in full force and effect.
- 4. If there is any lack of clarity regarding the interpretation of one or more provisions of these GTC, the interpretation will take place 'in the spirit' of these GTC.
- 5. If a situation arises between the parties that is not regulated by these GTC, it will be assessed in accordance with the most plausible interpretation of these GTC.
- 6. If the Organiser does not always require strict compliance with these GTC, this does not mean that the provisions thereof do not apply, or that the Organiser would in any way lose the right to require strict compliance with the provisions of these GTC in other cases.
- 7. Applicable law and disputes: All legal relationships to which the Organiser is a party are exclusively governed by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there. The parties will only approach the court after they have done their utmost to settle a dispute in mutual consultation.