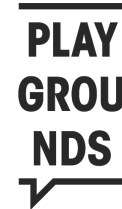


TERMS & CONDITIONS

Visitor



ARTICLE 1 - DEFINITIONS

1.1 **Organization**

Stichting Playgrounds, registered at the Dutch Chamber of Commerce (Kamer van Koophandel) under number '18088859', the user of these terms and conditions.

1.2 **Customer**

An individual that reaches an Agreement with Organization, a Visitor of an Event and/or a user of a Website of Stichting Playgrounds including the on-demand platform.

1.3 **Event**

Any kind of Event organised by Stichting Playgrounds including the actual site of the Event as well as all the grounds, areas, fields, etc around it that comprise the complex within which the Event takes place.

1.4 **Agreement**

The agreement reached between Stichting Playgrounds and Customer, including but not limited to use of the Website including the on-demand platform, and/or the admission to and stay at the Event(s).

1.5 **Membership**

The period that a Customer has been given access to the on-demand platform after paying a fee.

1.6 **Ticket**

Proof of access to the Event, both physically and electronically.

1.7 **Website**

The website www.weareplaygrounds.nl or any other (temporary) website hosted by Stichting Playgrounds related to an Event organised by Stichting Playgrounds.

ARTICLE 2 – APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

2.1 These general terms and conditions apply to every offer and every Agreement reached between Customer and Organization. These general terms and conditions also apply when the Agreement is concluded through an official sales organization that Organization has engaged for an Event or when the Agreement is concluded through a third party.

2.2 Organization explicitly rejects the applicability of any general terms and conditions used by Customer.

2.3 The Agreement between Organization and Customer is established at the time Customer orders/purchases a Ticket, enters the location of an Event, uses the Website or orders/purchases admission to the on-demand platform.

2.4 Organization is entitled to involve products or services from third parties in its services. In that case terms and conditions of the relevant third parties may also apply.

ARTICLE 3 - DISCLOSURE OF THE GENERAL TERMS AND CONDITIONS

3.1 These terms and conditions are available and downloadable from the website: www.weareplaygrounds.nl

3.2 In addition to these terms and conditions, other specific conditions may apply, including the conditions of our web shop and terms and conditions related to other services provided by Organization (or via its Websites).

ARTICLE 4 - CHANGES TO THE GENERAL TERMS AND CONDITIONS

4.1 These terms and conditions are subject to change. A modified version will be published on the website www.weareplaygrounds.nl.

4.2 The amended terms and conditions also apply to previous concluded Agreements with due observance of a notice period of 30 days after publication. If Customer does not want to accept the amended terms or conditions, he can terminate the Agreement within 30 days after the new terms and conditions have taken effect. Amendments of minor importance can be carried through at any time.

ARTICLE 5 - PRIVACY AND SECURITY

Our privacy- and cookie statement is available at our Website:

www.weareplaygrounds.nl/privacy-statement/

5.1 Organization respects the privacy of every Customer and ensures that the Customer's personal data is confidential and treated with care.

5.2 Customer can, at any time, ask Organization to delete his personal data by sending an email to: **info@weareplaygrounds.nl**.

5.3 Organization complies with the relevant laws and regulations (GDPR). Organization takes all security measures, that under the law by reasonableness and fairness can be expected of him, to protect the personal data of Customer. Organization also takes the necessary measures to ensure that only relevant parties that have obtained permission by Artist or which are necessary for the performance of the Agreement can view and/or use the data.

5.4 Organization is under no circumstances liable for, or can under no circumstances be held liable for any kind of damage occurring as a result of a third party gaining unauthorised access to personal data when the unauthorised access took place despite the security measures taken by Organization, unless there is evidence of intent or gross negligence. The online transmission of personal data by Customer is at his own risk.

ARTICLE 6 - TICKETS AND EVENTS

6.1 Persons who wish to attend Event may be asked, and are then required, to show a valid photo ID in response to checks on minimum age limit (art. 6.8) and/or personalization of Tickets (art. 6.11).

6.2 Organization can limit the number of Tickets Customer can buy.

6.3 A Ticket is supplied once and gives access to one person.

6.4 Tickets are not accepted for return. Article 6:230p sub e of the Dutch Civil Code (BW) is applicable.

6.5 From the moment that the Ticket is supplied to Customer, Customer carries the risk and must account for loss, theft, damage or misuse of the Ticket.

6.6 Access to the Event is only obtained by showing a valid Ticket, which may be scanned. A Customer who does not possess a valid Ticket is denied access to the Event or is to be removed from the Event.

6.7 A Ticket that is not being recognized by the access control system as such and/or yields an incorrect code is invalid and leads to expiration of validity of the Ticket, without right to a refund of the purchase price. Additionally, if a Ticket is likely fake, the Organization can refuse or deny the holder of this Ticket access to Event. Customer or the holder is not entitled to claim any compensation for damage or loss that this may cause them.

6.8 Access is given only to the first holder of the Ticket which is scanned at the entrance to Event. Organization assumes that the Ticket belongs to the holder. Organization is not obliged to carry out any further checks to verify if the Ticket is valid or belongs to the holder.

6.9 Customer is only allowed in places the Ticket expressly entitles them to. Instructions on this subject by security staff, police, employees of Organization and/or other competent authorities must always be followed immediately.

6.10 Every Ticket needs to be personalized to ensure entrance at the Event. If the name on the Ticket does not match the name on the Customer identification documents, the Organization may deny the Customer entry to the Event. Personalization is used to fight black-market sales, assist in emergency cases and to inform Customers about the Event and related cases.

6.11 Organization grants Customer an option to change the name on the Ticket against a fee of 10% (ten percent) of the Ticket prize.

6.12 If Customer purchases an electronic version of a Ticket for an Event, the payment for this product may be handled by 'Stager' (www.stager.nl) or 'Stripe' (www.stripe.com) enabled by Organization. Every Agreement regarding the purchase and sale of Tickets is exclusively concluded between Organization and Customer. Stager or Stripe are not a party to this sales transaction. General terms and conditions of Stager or Stripe may be applicable. They can be found on the mentioned websites. On these websites you can also find information on their privacy policy.

ARTICLE 7 - TRANSFERABILITY OF TICKETS

7.1 It is prohibited without the prior written consent of Organization to directly or indirectly (re)sell Tickets for Events or to use them for commercial purposes, including promotion and/or advertising of items, as a prize in competitions or as part of packages (such as packages offered by bus companies, (bus) tour operators, travel agencies and ticketing bureaus), unless it concerns an individual transaction in the private sphere.

7.2 Organization can enable a recognised (online) sales platform (e.g. an extra official sales channel) for Tickets to an Event. Customer is not allowed to buy or (re)sell Tickets anywhere other than via such an official sales channel unless it is an individual transaction in the private sphere.

7.3 Organization can neither be held responsible for damage, nor can damage be claimed as a result of the sale or purchase of a Ticket to an Event (including the validity of a Ticket to the Event) by some other party than the sales channel/platform designated by Organization.

7.4 A Customer who transfers his Ticket to a third party, without commercial purpose (that is to say an individual transaction in the private sphere) is obliged to impose on the one to whom he gives the Ticket the obligations that rest on him as Customer as they are contained in these general terms and conditions. Customer remains responsible vis-à-vis Organization for the compliance of this person with these general terms and conditions.

7.5 If Customer does not meet his obligations in this or the previous articles and/or cannot ensure this, Customer owes a direct fine of €300,00 (three hundred euros) to Organization

per violation per Ticket and € 50,00 (fifty euros) for each day and per Ticket that the violation continues or has continued, without prejudice to the additional right of Organization to demand compliance of Customer and/or compensation for damage suffered or damage to be suffered.

7.6 If Customer does not meet his obligations in this or the previous articles and/or cannot ensure this, Organization is entitled to void or cancel the concerned Ticket(s) without Customer being entitled to a reimbursement of the amount paid to Organization for the Ticket (including service charge), directly or through an official sales channel or third party.

ARTICLE 8 - REFUSAL OF ACCESS

8.1 Organization reserves the right to deny access or further access to certain persons to an Event or to clear them from an Event as deemed appropriate by Organization for maintaining public order and security during the Event. The same applies if Customer wears clothing with texts or characters that, in the opinion of Organization, can be considered offensive, discriminatory or may cause aggression or unrest with other visitors of the Event.

8.2 If a Ticket is likely fake, the Organization can refuse or deny the holder of this Ticket access to an Event. Customer or the Ticket holder is not entitled to claim any compensation for damage or loss that this may cause them.

ARTICLE 9 - HOUSE RULES

9.1 At an Event Customer is obliged to adhere to the house rules and any amendments to them. Customer is obliged to follow the instructions of Organization, operators of the location of Event, the security personnel, firefighters, police and other authorised parties.

9.2 Organization may display house rules at or near the Event. Customer is always held to abide by these house rules under all circumstances. Any compensation request(s) or fine(s) imposed on Organization as a result of violation of (house) rules or any other form of misconduct by Customer can be recovered from Customer.

9.3 In case of damage to property of the Organization or his suppliers by Customer, Customer is liable for the repair, replacement and/or renovation costs.

9.4 To the extent that Customer does not fully and/or timely abides to any house rules or other rules of conduct, Organization may, depending on the specific circumstances, suspend its obligations, terminate the Agreement without being liable for any compensation.

9.5 Customer who in any way breaches the house rules, other rules of conduct and/or instructions of Organization, operators of the location of Event, security personnel, firefighters, police and other authorised parties may be refused access or removed from Event by the latter parties without prior notice.

9.6 When Customer is in breach of the provisions of these general terms and conditions and/or house rules and/or other rules of conduct, Customer loses any claim to a refund of the price paid by Customer for the Ticket as well as any claim to compensation. In addition, Customer cannot hold Organization liable for any damage as a result of a circumstance alleging a violation of these provisions.

ARTICLE 10 - BODY SEARCH

10.1 Organization has the right to body search Customer or have Customer body searched prior to entering the location or during an Event.

ARTICLE 11 - PROHIBITED ITEMS

11.1 It is forbidden to bring professional equipment for photography, filming, sound and/or other recording equipment, glassware, drugs, cans, fireworks, sticks, chains, nitrous oxide, animals, weapons and/or other dangerous objects (including but not limited to spray cans or tear gas) to the Event.

11.2 It is forbidden to bring to or have in possession at an Event, items which, in the view of security personnel, police, employees of Organization and/or other authorities having jurisdiction, are seen as containing discriminatory or provocative texts, pictures, drawings or graphics etc. Any of such items can be confiscated. Confiscated items will not be returned and may be destroyed.

11.3 Consumption, use, trade, or possession of drugs is strictly prohibited.

11.4 The on-location selling or offering, or having present for that purpose, of merchandise, including (alcoholic) drinks, food, souvenirs, t-shirts (including the associated packaging, (plastic) glasses and the like) is allowed only if and to the extent that consent has been obtained from Organization.

11.5 Organization reserves the right to remove adverts from the location, including advertising associated with or resulting from direct or indirect advertising actions/advertising acts of a sponsor not directly affiliated to Event and/or Organization.

11.6 Waste must be deposited in the appropriate containers.

11.7 At the Event it is forbidden to behave in a way that others may experience as provocative, threatening or offensive. Furthermore, it is forbidden to create any danger to the health or safety of oneself or others or to inflict harm upon others.

11.8 It is forbidden to climb light installations, fences, roofs, catwalks, canals, and other equipment or buildings on the location of Event.

11.9 The distribution or handing out of leaflets, flyers and/or goods at the Event and in its immediate vicinity is prohibited unless written permission has been granted by the Organization.

11.10 It is possible to buy products or services offered by third parties/exhibitors at an Event, such as foods, beverages or merchandise. Organization is under no circumstances liable for damages resulting from the purchase by Customer of a product or service at a third party/exhibitor at the location of Event.

ARTICLE 12 - NON-SMOKING EVENT

12.1 It is not allowed to smoke during an Event in a covered place (such as, but not limited to tents, umbrella tent, etc.) unless this place is specifically designated as a 'smoking area'.

12.2 Any fines imposed on Organization as a result of violation of the smoking ban can be recovered from the relevant Customer.

ARTICLE 13 - FILM AND VIDEO FOOTAGE AT EVENTS

13.1 Recording (part or parts of) an Event in a professional and/or commercial manner, including photographing, filming and recording audio as well as reprinting and/or copying the programme booklet, posters and other printed materials is not permitted without the prior written permission of Organization.

ARTICLE 14 - OWN RISK

14.1 Customer enters Event at his own risk.

14.2 Use of the unguarded wardrobe is free of charge and at the risk of Customer.

14.3 Customer is explicitly aware that loud music/audio can be played during an Event.

14.4 Organization is not liable and cannot be held liable for any damage or loss caused by entrance or attendance of an Event such as loss or theft of valuables, property damage, damage to hearing or vision or the onset of any other bodily disorders. Organization maintains a maximum permissible noise level of 103 dB (A) for its Events. If Organization is nevertheless held liable, then any liability will be strictly limited to immediate damage/loss and only for the amount Organization is insured for and which the insurer covers. Not eligible for compensation are consequential damages, intangible damages and damages caused by intentional or conscious recklessness by Organization's auxiliary persons.

ARTICLE 15 - (PARTIALLY) MOVE OR CANCEL EVENT

15.1 Organization may, in the event of force majeure as described in art. 21 (partially) move or (partially) cancel Event.

15.2 If Event is (partially) moved or (partially) cancelled, Organization will publish this circumstance as soon as possible in the way it considers appropriate. In the case of complete cancellation, Organization is only held to refund the price of admission at the request of Customer. A refund does not include booking or administration fees.

15.3 The refund will only be made within two months after the date of the cancelled Event and only when Customer provides a valid Ticket.

ARTICLE 16 – EVENT PROGRAMME

16.1 Organization will strive to carry out the announced programme in accordance with the announced timetable. However, Organization is not liable for defects in this timetable and the resulting damage to Customers and/or third parties.

ARTICLE 17 – USE OF THE WEBSITE

17.1 Organization is not responsible for hyperlinks from the Website to the sites of third parties. Hyperlinks do not imply that the Organization is affiliated to the respective third-party or that Organization endorses the content of the respective website.

17.2 Setting hyperlinks to our Website from a third-party website is permitted, but framing pages from our Website in a third-party website is not.

17.3 All copyrights to all texts, photographic materials and other graphics on our Website(s) is owned by Organisation or the artists. Any copying and/or other use of this copyrighted material is strictly forbidden.

17.4 Organization's brand names and logos are protected trademarks. Unauthorised use thereof is not permitted.

ARTICLE 18 - LIABILITY FOR INFORMATION ON THE WEBSITE

18.1 Although Organization devotes a lot of care and attention to providing information on our Website, no guarantees can be given regarding the nature and content of the information.

18.2 Organization is not responsible under any circumstances towards Customer or third parties for errors, (limited) information or details on the Website, except in the case of gross negligence or wilful misconduct towards Customer. Organization, its affiliates or third

parties who are involved in the implementation of a service or an Agreement will not be liable under no circumstances for any damages, costs, loss of profit, consequential damage, intangible damage, loss of privacy or loss of information for direct or indirect use or operation of the Website.

18.3 In view of factors online over which Organization has no control or could not reasonably exert control over, Organization expressly cannot guarantee Customer that the Website, including the on-demand platform, parts thereof or associated features will function flawlessly, always function according to the description or are always available for use. The same applies to the operation of the server that is used by Organization. The following may be considered: the (quality of) internet connection, the presence of hyperlinks to (unknown) websites of third parties, possible attacks by hackers or others, viruses, bugs or other errors or defects.

ARTICLE 19 ON-DEMAND PLATFORM MEMBERSHIP

19.1 Organization is at all times entitled to change the prices and other costs of Membership plans. The changes will be announced on the Website and communicated to Customer no later than one (1) month before they take effect. If Customer does not agree with these changes, he can terminate the Agreement as of the date on which the changes take effect. This is only possible until the date on which the price change takes effect. Price changes do not apply if they are introduced within three months of the conclusion of the Agreement.

19.2 All prices include btw (VAT) and exclude administration costs and any additional costs.

19.3 All prices on the Website and in other documentation are subject to programming and typing errors. No liability is accepted for the consequences of such errors.

19.4 A Membership is entered into for the specified period of time and under the conditions set in the offer and/or Agreement. After the initial period of time, the Membership will automatically, be extended by the period of time originally agreed upon unless one of the parties terminates the Membership in writing with due observance of a notice period of 30 (thirty) days prior to the end of the term.

19.5 After the initial period Customer can terminate the Membership at any time by giving 30 (thirty) days written notice to Organization. Termination of the Membership is possible through the Website or by sending an email to: **info@weareplaygrounds.nl**. The notice period starts on the day on which Organization receives confirmation of the cancellation.

19.6 By agreeing and executing the first initial payment, a new Customer automatically agrees to automatic payment upon renewal of the Membership.

19.7 Either party can at any time terminate the Membership by immediate written notice if the other party commits any material breach of these general terms and conditions, goes into liquidation or becomes bankrupt.

19.8 If Customer does not pay the agreed fee within 14 (fourteen) days, he is considered in default by right and Organization may without any notice of default charge statutory interest.

a. Organization reserves the right to charge administration costs for each invoice.

b. Organization reserves the right to transfer claims to a third party. This third party is entitled to charge collection costs to the Customer.

c. When Customer is in default Organization is entitled to suspend the Membership and block access to all services or dissolve the Agreement.

ARTICLE 20 CONTENT

20.1 Any content viewed through the on-demand platform is for the Customer's personal and non-commercial use only. Customer is not allowed to share any content with individuals who do not belong to his household. During the Membership we grant Customer a limited, non-exclusive, non-transferable right to access the on-demand platform and view the content. Except for the foregoing, no right, title or interest shall be transferred to Customer. Customer agrees not to use the content for public performances.

20.2 Customer agrees not to archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these general terms and conditions) content and information contained on or obtained from or through the on-demand platform. Customer also agrees not to: circumvent, remove, alter, deactivate, degrade any of the content, use any robot, spider, scraper or other automated means to access the on-demand platform; decompile, reverse engineer or disassemble any software or other products or processes accessible through the on-demand platform; insert any code or product or manipulate the content of the on-demand platform in any way; or use any data mining, data gathering or other extraction methods. Organization may terminate or restrict Customers use of the on-demand platform if he violates these terms or engages in fraudulent use of the on-demand platform.

ARTICLE 21 - FORCE MAJEURE

21.1 Force majeure is defined as force majeure in the broadest sense, which in this context includes disease and/or revocation of the artist(s), as well as (work) strikes, lockouts, work stoppages, war, danger of war, terrorism or threat thereof, civil war, riots, natural disasters, pandemics, exceeding the delivery time by suppliers of goods or services, transport problems whether or not as a result of a shortage of means of transport or government measures, fire and other serious disturbances at the company of Organization, bad weather conditions, situations that are the result of loss of permits or waivers, the circumstance that the supplier(s) and/or (sub)contractor(s) of Organization do not fulfil their obligations or do not do so in timely fashion, loss, damage or theft of the Organization's essential amenities and/or property, import or trade restrictions, etc.

21.2 Bad weather conditions are defined as the (impending) presence of heavy winds, thunderstorms, whirlwinds, extreme precipitation (rain, hail or snow) or other weather conditions that affect public order or the safety of people and/or property.

ARTICLE 22 LIABILITY

22.1 The liability of Organization for direct damage suffered by Customer as a result of an attributable shortcoming by Organization or its employees is limited to an amount equal to the fees that the Customer is made payable annually. In no case will the total compensation for direct damage exceed €500,00 (five hundred euros) excl. btw (VAT).

22.2 Organization's liability for indirect damage, including consequential damage, loss of profit, intangible damages, missed savings, loss of (company) data as well as damage due to business interruption is strictly excluded.

22.3 The liability of Organization for direct and indirect damage including consequential damage, loss of profit, intangible damages, missed savings, loss of (company) data as well as damage due to business interruption suffered by Customer as a result of an attributable shortcoming by unlawful action or wrongful action by third parties whether or not engaged by Organization, is strictly excluded.

22.4 Liability for direct, consequential and/or tangible damage suffered by Customer in case of force majeure is strictly excluded.

22.5 During force majeure, the delivery and other obligations of Organization are suspended. If the period during which force majeure exists lasts longer than two (2) months both parties are authorized to terminate the Agreement without judicial intervention without any liability arising on the dissolving party's part to pay damages to the other party.

ARTICLE 23 - SUBSTITUTE CLAUSE

23.1 If and to the extent that any provision of these terms and conditions conflict with the law, the other provisions of these terms and conditions are not affected. The provision in question will cease to exist and be substituted by a legal provision that is as close as possible to the content, scope and nature of the original provision.

ARTICLE 24 - GOVERNING LAW AND JURISDICTION

24.1 Dutch law is applicable to the Agreement and these general terms and conditions.

24.2 The Court of Oost-Brabant shall have jurisdiction to hear disputes relating to the Agreement and general terms and conditions.

How to Contact Us:

If you have any questions, comments, or concerns, you may contact us through our contact page or write to us at:

Stichting Playgrounds

Klokgebouw 126

5617AB – Eindhoven/Netherlands

info@weareplaygrounds.nl