

# GENERAL TERMS AND CONDITIONS VISITORS FREQUENCY-EVENTS

Chapter 1 General

Chapter 2 Visiting Events

Chapter 3 The purchase of Tickets and products and/or services of Third Parties

Chapter 4 Final provisions

## CHAPTER 1 GENERAL

### Article 1 Definitions

#### **“General Terms and Conditions”:**

These general terms and conditions, which apply to every legal relationship between a Visitor and an Organizer with regard to the visiting of an Event with a Ticket, the purchase of a Ticket and the related purchase of a product and/or service (of Third Parties) on the Website;

#### **“Visitor”:**

The visitor of an Event, or the person who buys a product and/or service (of Third Parties) related to an Event on the Website, according to the meaning of the provisions of these General 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 6:231(c) of the Dutch Civil Code;

#### **“Third Party(s)”:**

Every party that sells a product or provides a service related to the Event, not being the Organizer or otherwise part of R Versteeg Elektrotechniek.

#### **“Event”:**

Any event, single- or multiday, in- and/or outside – including a festival and any associated camping facilities – organized by the Organizer in the Netherlands at its own expense and risk and for which this Organizer uses these terms and conditions in relation to Visitors;

#### **“Organizer”:**

The company related to the Event as referred to in Article 2.2, that is user of these General Terms and Conditions on the grounds of section 6:231 sub b Dutch Civil Code in relation to the Visitor for whom this company is responsible in every respect and the contracting party of the Visitor. The Organizer has activities of its own, such as the Website and/or Event.

#### **“Ticket”:**

An Admission Ticket that provides the Visitor the right to attend an Event. This can either be a physical ticket or a digital ticket with barcode;

#### **“Website”:**

Each website of the Organizer as exploited and offered by the legal entity concerned, on which the Visitor can find information about an Event and on which or through which the Visitor can buy Tickets and related products and/or services (of Third Parties);

## **Article 2 Accessibility and application of these General Terms and Conditions**

2.1 The General Terms and Conditions are applicable if the visitor visits an Event with a Ticket, purchases a Ticket and/or a related product or service (of Third Parties) on the Website. The terms and conditions are declared applicable prior to the Visitor's purchase of a Ticket and/or product or service. By purchasing a Ticket, by visiting an Event with a Ticket and/or by buying a product and/or service (of Third Parties) on the Website, the Visitor accepts these General Terms and Conditions. The General Terms and Conditions also apply if the Ticket, regardless of the manner, was acquired through a third party.

2.2 The Organizer of Frequency Festival is R Versteeg Elektrotechniek and is registered on Rick Versteeg, with trade registration number 86075462. R Versteeg Elektrotechniek can be contacted during office hours via the following email address: [Info@frequency-events.nl](mailto:Info@frequency-events.nl). Each Event can be contacted via its own Website and/or its own email address, including but not limited to [Info@frequency-events.nl](mailto:Info@frequency-events.nl).

2.3 During the purchase of a product and/or service (of Third Parties) and/or a Ticket on the Website, the Visitor has the possibility to access the General Terms and Conditions before he proceeds to conclude the agreement electronically.

2.4 These General Terms and Conditions solely apply to private persons and specifically exclude parties acting in their capacity as professional contracting parties in relation to the Organizer. The legal relationship between the Organizer and a professional contracting party is subject to alternative terms and conditions.

## **Article 3 Amendment or addition terms and conditions**

3.1 The Organizer is at all times entitled to amend or complement the General Terms and Conditions. The amended version will in that case be published on the Website. As of the date of publication, the amended terms and conditions will be applicable. If an amendment or addition significantly affects the rights or obligations of the Visitor, the Organizer will either notify the Visitor of the amended terms and conditions by way of email or by clearly bringing it to the Visitors attention during the visit of the Event and/or the Website.

3.2 If the Visitor visits the Event and/or purchases a Ticket or products and/or services (of Third Parties) on the Website after amendment of or addition to the General Terms and Conditions, the Visitor thereby irrevocably accepts the amended or complemented General Terms and Conditions. If the Visitor does not wish to accept these amended or complemented General Terms and Conditions, the Visitor must immediately cease the use and visitation of the Website and/or Event(s) or the purchase of the Tickets or products and/or services (provided by Third Parties) on the Website.

## **CHAPTER 2 VISITING EVENTS**

### **Article 4 Ticket**

4.1 Access to the Event is only obtained by showing a valid and undamaged Ticket. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the age limit (if applicable). In the event, after entry, the Visitor leaves the Event or its location, the Ticket will automatically lose its validity.

4.2 People younger than 18 will simply be refused entry to the Event, unless explicitly otherwise determined by the Organizer, for example in case a different legal drinking age is used, in which case the Organizer will not be obliged to refund the amount of the Ticket.

4.3 Tickets are and remain the property of the Organizer. The Ticket gives the holder the right to attend the Event. Access is given only to the first holder of the Ticket scanned at the entrance of the Event. The Organizer may presuppose that the holder of this Ticket is also the person who has a right to it. The Organizer is not obliged to perform any further verification of Tickets. The Visitor must take responsibility for ensuring that he is and remains the (sole) holder of the Ticket issued by the Organizer or by an advance sales address that it has engaged.

4.4 As of the time that the Ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the Ticket. The Ticket is only supplied once and gives access to only one person.

4.5 The Organizer reserves the right to set a maximum on the number of Tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.

4.6 Solely purchases at the authorized (pre)sale addresses or with the Organizer guarantee the validity of the Tickets. The burden of proof in this regard rests on the Visitor. The Ticket may consist of a barcode provided to the Visitor via electronic communication (e-mail). In the event the Visitor has chosen to receive the Ticket in this manner, the Visitor must ensure that the Ticket can be provided by electronic communication and that it can be provided in a safe manner. Organizer cannot guarantee the confidentiality of the issued Ticket or guarantee the receipt of the admission ticket. Scanning the Ticket from a mobile device of the Visitor is done at the sole risk of the Visitor. Organizer cannot be held liable in the event the Ticket cannot be scanned and the Visitor is not entitled to a refund of the amount of the Ticket and/or compensation in this case.

#### **Article 5 Prohibition against Resale, etc.**

5.1 It is not allowed to buy Tickets for the Organizer's Event with the intention to resell the Tickets. If the Organizer finds out, they have the right to reverse the transaction. The Organizer has set a maximum number of 5 Tickets per Visitor per Event in the ticket shop. This way everyone has a fair chance to buy a Ticket for the original ticket price. If the Ticket buyer / Visitor violates these rules on reselling more often than not, they have the chance to be banned from all Frequency events and their ticket sales.

5.2 The Organizer may appoint an authorized resale platform (e.g. an additional official sales 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 the Organizer is strictly forbidden. Access to the Event may be refused for a Visitor holding a Ticket purchased from an unauthorized source. The Organizer 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.

5.3 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.

5.4 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 the Organizer an immediately payable penalty of € 5.000,- per violation and € 2.000,- for each day that the violation has continued or continues, without prejudice to the Organizer's additional right to demand compliance from the Visitor and/or compensation of loss suffered or to be suffered.

5.5 Should the Visitor not comply with the provisions of these General Terms and Conditions, the Organizer is entitled to invalidate/cancel the Tickets or refuse the Visitor (further) access to the Event without the Visitor being entitled to reimbursement of the amount that he has paid the Organizer,

directly or via an advance sales address, for the Ticket (including service fees). The holders of any such Tickets will be denied entry to the Event, without any right to compensation.

#### **Article 6 Searches and camera surveillance**

6.1 The Organizer 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 or may be immediately removed from the Event, without any right to a refund of the amount of the Ticket.

6.2 Cameras may be available that make recordings of the area/the venue where the Event takes place, for the purpose of surveillance and safety.

#### **Article 7 Prohibited items**

7.1 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-, drone-, sound- and/or other recording equipment of any nature, glassware, plastic bottles, (alcoholic) beverages, selfie sticks that if extended are longer than 1.5 meter and/or constructions that are not intended for that purpose, food, drugs (among others drugs that are listed on list I and II of the Opium Act), nitrous oxide (cartridges), cans, fireworks, animals, weapons and/or dangerous objects (including – but not limited to – spray cans or CS gas) or use such items prior to or during an Event. The venue of the Event may apply other and/or additional policies which apply to this article and the Event, which in that case also applies to the Event. Confiscated items will not be returned.

7.2 Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the amount of the Ticket, or may be removed from the Event and/or handed over to the police. The Organizer has the right to destroy the confiscated items.

#### **Article 8 Refusal of entry**

The Organizer reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event and/or hand the Visitor over to the police if it deems this necessary for maintaining public order and safety during the Event and/or there is a violation of an article from these General Terms and Conditions. This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of the Organizer, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors or does not comply with dress code as specified by the Organizer, as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body). Even if a Ticket is likely to be counterfeit, the Organizer is entitled to refuse to admit the holder of this Ticket to the event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the amount of the Ticket.

#### **Article 9 Film and video images**

9.1 Recording the Event in a professional and/or commercial form, including photographing, filming (including drones), making sound and/or image recordings, as well as reprinting and/or copying from the programme booklet, posters and other printed materials is not permitted without the express, prior and written consent of the Organizer.

9.2 In the event registrations have been made of part of the Event by the Visitor using non-professional recording equipment (such as a smartphone), these registrations are strictly for their own use and may not be used and/or made available to the public commercially in any way.

## **Article 10 Own risk / liability**

10.1 The Visitor enters the Event venue, which may include any car park and/or camping site(s) and shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. Organizer cannot be held liable for any damage which the Visitor has suffered in this regard.

10.2 The Visitor is expressly aware that loud music will be played during the Event. The Organizer 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. Organizer accepts no liability for hearing loss, damage to sight, blindness and/or other bodily injury and/or damage of goods, such as but not limited to clothing, whether or not brought by other visitors to the Event.

10.3 Organizer is solely liable for damage to the Visitor resulting from a shortcoming attributable to the Organizer. The total liability of Organizer is always limited to the compensation for the reasonable, demonstrable and direct out-of-pocket damage and costs of the Visitor, provided that this liability is always limited to the amount covered by the legal liability insurance of the Organizer.

10.4 Liability of Organizer for indirect damage, including consequential loss, intangible damage, loss of profits, lost savings and / or damage due to company stagnation is excluded.

10.5 The Visitor is obliged to report any damages to the Organizer within 24 hours of the Event via the email address as referred to in Article 2.2, on penalty of expiry for any claim of damages.

10.6 In the event the Organizer directly or indirectly engages subordinates, non-subordinates, assistants, third parties or other persons for the performance of the agreement, any liability of the Organizer pursuant to article 6:76, article 6:171 and article 6:172 of the civil code are excluded and Organizer is not liable for damages caused by these persons.

10.7 The Visitor shall indemnify the Organizer for all claims of third parties in respect of damages for which the Visitor is liable against such third parties under the law. The Visitor shall compensate Organizer for any damage, including all legal costs incurred by Organizer, resulting from any claim from those third parties.

## **Article 11 Programme**

The Organizer will aim for the Event programme 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. The Organizer is not liable for the content of the Event programme or how it is performed, expressly including the length of the programme/performances by artists. The starting time mentioned on the Ticket is subject to change.

## **Article 12 Further rules**

12.1 The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of the Organizer, the transport firm that runs the shuttle bus, the operators of the parking space, 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.

12.2 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.

## **Article 13 Cancelling or moving the Event in case of force majeure**

13.1 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, global health concerns, epidemics, terrorist threat, decision to cancel by the competent authority, fire, bad weather conditions etc., the Organizer will be entitled to move the Event to another date or location or to cancel the Event.

13.2 The Organizer will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or cancelled, as referred to above, the Organizer will publicize this fact as far as possible in the manner that it deems appropriate, including among others through mentioning the applicable terms for a refund on the Website. The Organizer is only obliged in case of full cancellation to refund the admission fee as mentioned on the Ticket, but not the service fees and any incurred travel and accommodation costs, to the Visitor at his request. This applies in the event the Ticket was bought by the Visitor at the authorized (pre)sale addresses of the Organizer, and is not applicable in the event the Visitor bought the Ticket at any other sales platform, including but not limited to online secondary ticket marketplaces.

13.3 The (partial) refund will only be made, within a reasonable period after the date of the cancelled Event, if the Visitor produces a valid, undamaged Ticket which proves that it was bought by the Visitor, in the manner stipulated and announced by the Organizer (or the party that processed the Ticket payment) by means of channels that it will announce.

13.4 R Versteeg Elektrotechniek is not obliged to refund tickets in situations such as artist cancellations or illness, change of timetable or other acts of force majeure such as weather conditions, strikes, global health concerns, epidemics etc. As long as the Event takes place, no refunds can be made.

13.5 In the event the Event has to be cancelled due to or in connection with force majeure, the Organizer will be required to refund only a part of the fee as specified on the Ticket, or, failing that, only a part of the amount of the Ticket that the Visitor has paid via the authorized (pre)sale addresses. Service fees or other damages will not be refunded. Neither is the Visitor able to claim (replacement) access to a different event.

13.6 In the event the Event is rescheduled by the Organizer due to force majeure, the Ticket will remain valid for the new date that the Event is moved to. If the Visitor is not able to attend the Event on the new date, he is entitled to submit his Ticket at the (pre) sale address against refund of the amount of the Ticket (excluding service fees) that the Visitor has paid via the authorized (pre)sale addresses. This refund will only take place if the Visitor is able to deliver a valid and undamaged Ticket on time to the (pre)sale address, as specified on the Website.

#### **Article 14 Image and sound recordings**

14.1 The performers and/or Organizer is for commercial purposes 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 a 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 the Organizer or any of its affiliated companies being liable to pay any compensation to him at any time.

14.2 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 the Organizer and hereby irrevocably renounces his personality rights and/or will not invoke these rights. In the event this

transfer is not legally valid in advance, the Visitor is obliged at first request of the Organizer to give written notice of said permission and/or sign a deed of transfer to transfer these rights for free to the Organizer.

#### **Article 15 Smoking at events**

15.1 It is not permitted for the Visitor to (e)smoke outside the designated smoking area on an Event that is organized by the Organizer on an inside location. If an Event takes (partly) place outside, (e)smoking is only permitted in the open air. Inside (in (temporary) buildings, constructions, tents and/or under a roof) (e)smoking is explicitly prohibited on any Event.

The Organizer 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 amount of the Ticket or to any other compensation if the Event is not entirely smoke free.

15.2 If a ban or command on smoking is breached, the security staff can to the extent possible immediately remove the Visitor insofar as possible and any fines imposed on the Organizer because of the Visitor's breach will be recovered from the Visitor.

#### **Article 16 Tokens**

Tokens purchased during an Event will only be valid for that Event. The Organizer is not obliged to refund the purchase price of tokens after the Event. The Event can use different methods, such as a cashless system. If an Event venue uses different methods, the general terms and conditions of the Event venue will apply with regard to payment options during and after the Event. These conditions may differ from what is stated in this article of the General Terms and Conditions.

#### **Article 17 Lockers**

The Organizer (hereafter in this article, "The Organizer") 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 code. With this code, the Visitor can open and close the locker. On the use of the locker by the Visitor additional general terms (of a third party) may apply, to which general terms the Visitor agrees at the time of renting the locker. The Organizer will not be liable for loss and/or theft and/or use by another of the personal code. Therefore, the Visitor should always keep the code for himself and the Visitor is recommended to not store any valuables in the locker.

### **CHAPTER 3**

#### **THE PURCHASE OF TICKETS AND PRODUCTS AND/OR SERVICES OF THIRD PARTIES**

##### **Article 18 Purchase of Tickets**

18.1 If the Visitor purchases a Ticket for an Event of the Organizer, the payment and delivery for this Ticket will usually be handled for the Organizer by a third party, such as Eventbrite. This third party may apply its own terms and conditions which are applicable to the payment and delivery of the Ticket. The Organizer is not responsible for the content of these terms and conditions.

18.2 The Organizer that manages the Website is in no way liable for errors, malfunctions or defects in or upon payment by this third party(s) to the Website and/or to the third party website.

18.3 The Visitor cannot return the purchased Ticket, because an exception for the right of withdrawal applies on the grounds of section 6:230p under e Dutch Civil Code. By purchasing a Ticket, the Visitor

enters into an agreement with the Organizer to perform a service for leisure activities – the Event – whereby the contract includes a specific point in time for performing the service, namely the specific date and time of the Event. Prior to purchasing a Ticket, the Visitor is informed about the exclusion of the right of withdrawal via the Website.

#### **Article 19 Conditions for agreements with Third Parties**

19.1 Via the Website products and/or services of Third Parties are offered that relate to the Event, whether or not via a hyperlink to the website of the Third Parties concerned. If the Visitor decides to purchase the products and/or services offered by Third Parties, the Visitor will enter into a (purchase) contract with the Third Party concerned and general terms and conditions of this Third Party may be applicable. The Third Party concerned is then liable for the performance of any obligation with respect to the Visitor.

19.2 Although the Organizer chooses Third Parties with due care, the Organizer is not a party to any agreement between the Visitor and the Third Party. The Visitor indemnifies the Organizer against any claim for costs or damages that may arise from an agreement between the Visitor and Third Party.

#### **Article 20 Trips, transport and airline tickets**

20.1 The Visitor may be offered trips for booking Tickets for domestic and foreign events via the Website, which will be booked and handled by Third Parties. When purchasing such a trip, the Visitor enters into a transport agreement with this third party. Although the Organizer chooses the Third Parties with care, it is not a party to any agreement between the Visitor and the Third Party.

20.2 The Visitor indemnifies the Organizer against any claim for costs or damage that may arise from an agreement between himself and the Third Party. Any applicable General Terms and Conditions of the Third Party may always be requested on the website of this third party.

#### **Article 21 Offers made by stand holders at an Event**

The Visitor to an Event of the Organizer may be offered products and/or services at that Event by Third Parties with a stand, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of (fairground) attractions. Although the organizer chooses these Third Parties with care, it is not a party to any agreement between the Visitor and the Third Party. The Organizer 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 the Third Party. The Visitor indemnifies the Organizer against any claim for costs or damage that may arise from an agreement between himself and the Third Party. Any applicable general terms and conditions of the Third Party may be requested from this third party.

### **CHAPTER 4 FINAL PROVISIONS**

#### **Article 21 Further user rules**

21.1 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 an Organizer as published on the Event venue and/or camping site and/or the Website.

21.2 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, the Organizer may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

#### **Article 22 Information on the Website**



Although the Organizer 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 hyperlinks on the Website to offers, products, material or the website of a Third Party, the Organizer is neither responsible nor liable for the functioning of that hyperlink, the access to or content of the information of such a website.

### **Article 23 Force majeure**

Notwithstanding its possible other rights, the Organizer 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 the Organizer, because it is not accountable by law, a legal act or according to generally accepted standards, as is set out in Article 13.

### **Article 24 Liability**

24.1 The Organizer 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. The Organizer 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.

24.2 The Organizer 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, the Organizer 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.

24.3 The Organizer 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. The Organizer 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.

24.4 Organizer cannot be held liable for theft and/or loss of properties of the Visitor at the Event venue and/or camping site.

### **Article 25 Personal Information**

The Organizer uses personal information of its clients and Visitors of the Website according to its privacy statement and in accordance with the General Data Protection Regulation and the Implementing Law General Data Protection Regulation. Earlier mentioned privacy statement is available on the Website.

### **Article 26 Intellectual property rights**

26.1 Everything that is made available on the Website, social media and during the Event or which belongs thereto, including music files, artists' names, label names, streamings, downloads, software, designs, drawings, logos and trademarks forms part of the intellectual property of the Organizer or any licensor thereof by law or on the basis of an agreement.

26.2 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. Nothing in these General Terms and Conditions is meant to transfer, or to provide a license of, any intellectual property rights to the Visitor.

26.3 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:

1. 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;
2. 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, 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;
3. the security method as applied to software also explicitly belongs to the protected portions of the Website;
4. 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.

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

#### **Article 27 Replacement clause**

If and insofar as any provision of these General Terms and Conditions is inconsistent with any statutory rule, this will not affect the other provisions of the General 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 28 Applicable law and jurisdiction**

Dutch law applies to these General Terms and Conditions. The Amsterdam District Court has jurisdiction to take cognizance of disputes relating to these General Terms and Conditions, an agreement or the performance thereof, unless another court has jurisdiction pursuant to the law.