

## GENERAL TERMS AND CONDITIONS FOR CUSTOMERS OF AMSTERDAM DANCE EVENT

These are the General Terms and Conditions for Customers of the Amsterdam Dance Event Foundation.

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Address: Saturnusstraat 46 in (2132 HB) Hoofddorp

Trade Register: Chamber of Commerce

Chamber of Commerce number: 34292016

VAT number: NL8189.13.642.B01

These General Terms and Conditions for Customers were also filed at the Chamber of Commerce in Amsterdam on 25 May 2018.

### 1. Definitions

- ADE:** the annual multiple-day Amsterdam Dance Event as well as (related) events organized by or on behalf of the ADE Foundation, which provides an international platform consisting of several conference events, a platform for brand activation and an (indoor) festival in the field of electronic music, including but not limited to the Conference, the Festival, the Playground and the Global Sessions;
- ADE Foundation:** the Amsterdam Dance Event Foundation, a *stichting* (foundation under Dutch law) with full legal capacity, having its official place of business and business address at Saturnusstraat 46 in (2132 HB) Hoofddorp, which organizes the ADE annually, or, where appropriate, the relevant companies affiliated with the ADE Foundation;
- ADE Trademarks:** the distinguishing signs of the ADE Foundation, such as names, house style, web design, colors and logos, whether or not they have been registered as exclusive trademarks for products and services relating to the organization and promotion of the ADE in the broadest sense of the word, or otherwise legally protected;
- Conference:** the daytime program of the ADE, which is open only to Delegates, consisting of a conference and subconferences for electronic music professionals, all in the broadest meaning possible, and which is held at various Venues;
- Agreement:** any agreement concluded or to be concluded, directly or indirectly, between the ADE Foundation and the Customer in relation to the purchase of Products and/or visitation of the ADE;
- Customer:** any natural person or business entity that, directly or indirectly, concludes an Agreement with the ADE Foundation through the Web Shop and/or regarding visitation of the ADE, including but not limited to a Visitor and/or a Delegate;
- Delegate:** a natural person who, as a professional visitor of the ADE, directly or indirectly concludes an Agreement with the ADE Foundation for

the entry to the Conference and/or the Global Sessions and for this purpose has registered with the ADE Foundation and/or bought a Conference Ticket;

**Event:** a Showcase and/or the entire or a specific part of the Conference, the Playground and/or the Global Sessions;

**Festival:** the 24-hour program of the ADE, which is open to both Delegates and (non-business) Visitors, and which consists of various Showcases organized and/or produced by external Promoters and which are held at various Venues, where various artists and DJs in the field of electronic music deliver a performance;

### **General Terms and Conditions**

**for Customers:** these terms and conditions which apply to the legal relationship between the Customer and the ADE Foundation with regard to the use of the Web Shop and visitation of the ADE;

**Global Sessions:** the foreign events related to ADE as organized by or on behalf of ADE;

**Hotel:** a hotel with which the ADE Foundation has concluded an agreement for the purpose of offering overnight hotel stays to Visitors and/or Delegates during the ADE;

**Playground:** the day-time program of the ADE, which consists of various Events relating to promotional activities and presentations, organized at a variety of Venues by the ADE Foundation and/or third parties for the purpose of activating their brands, always in the context of the ADE;

**Products:** products and/or services offered by the ADE Foundation through its Web Shop, including, but not limited to, Conference and Playground Tickets, merchandise products, etc.;

**Promoter:** the natural person or business entity that produces and/or organizes a Showcase or Playground Event, or has it produced and/or organized, for which it is responsible;

**Showcase:** the Event that is (to be) produced and/or organized and/or executed by an external Promoter and forms part of the Festival and/or Global Sessions;

**Ticket, Conference/  
Playground/Festival/  
Global Sessions Ticket:** an admission ticket provided by or on behalf of the ADE Foundation which shows that the Visitor and/or the Delegate is/are entitled to be present at the Venue of the Conference, Playground the Festival and/or the Global Sessions, respectively, and which could concern a document, a barcode, or, after it has been exchanged, a Wristband;

**Ticket Price:** the price for a Ticket, excluding any extra service and/or handling fees;

**Venue:** the place, including without limitation the relevant building, building complex or the room(s) where the various activities of the ADE, such as those relating to the Conference, the Playground, the Global Sessions and/or a Showcase, are held;

<b>Visitor:</b>	any natural person who is not acting in a professional or commercial capacity and who, directly or indirectly, enters into an Agreement with the ADE Foundation for the purpose of attending any part of the ADE, such as the Festival or the Playground, as well as any person who is present in or around the Venue for that purpose;
<b>Web Shop and Website:</b>	the online shop/platform of the ADE Foundation on its website <a href="http://www.amsterdam-dance-event.nl">www.amsterdam-dance-event.nl</a> , the website(s) operated by or on behalf of the ADE Foundation and/or the organization(s) affiliated to it, and the ADE Foundation apps linked to the said website(s).
<b>Wristband:</b>	the admission ticket that, after payment and registration, grants the relevant Visitor or Delegate actual entry to (the relevant part(s) of) the ADE, such as the Conference, the Playground, the Festival and/or the Global Sessions;
<b>Written request:</b>	a written request submitted to the ADE Foundation, which can be sent by email to <a href="mailto:info@amsterdam-dance-event.nl">info@amsterdam-dance-event.nl</a> .

## **2. Scope of Application**

- 2.1. These General Terms and Conditions for Customers apply to all offers made by the ADE Foundation through the Web Shop and all Agreements between the ADE Foundation and the Customer. These General Terms and Conditions for Customers also apply if an Agreement is concluded for the purchase of Conference, Playground or Global Sessions Tickets through a (pre)sales agent or ticketing organization engaged by the ADE Foundation for this purpose.
- 2.2. Agreements for the purchase of Festival Tickets and visitation of a Showcase are concluded between the Customer and the relevant Promoter. The ADE Foundation is not a party to such agreements. The same applies to agreements concluded between the Customer and a Hotel with respect to the overnight hotel stays offered by that Hotel. The general terms and conditions of the relevant Promoter and/or the relevant Hotel (also) are applicable to these agreements with Promoters and/or Hotels.
- 2.3. We advise the Customer to read these General Terms and Conditions for Customers carefully before placing any order through the Web Shop.
- 2.4. The applicability of any general terms and conditions of the Customer is expressly excluded. Any such general terms and conditions of the Customer are not binding on the ADE Foundation, unless the ADE Foundation has expressly accepted them in writing.
- 2.5. The ADE Foundation may from time to time amend these General Terms and Conditions for Customers. We advise you to read these General Terms and Conditions for Customers periodically to keep abreast of any changes therein.

## **3. Terms and Conditions Governing Purchases at the ADE Foundation**

- 3.1. Before the Customer can make purchases through our Web Shop, the Customer is asked to register and provide us with specific data. The data required must be provided completely and accurately, including, but not limited to, the Customer's name (hence, not another name or stage name), telephone number and a valid email address. For any order of a Ticket, a valid and correct address or email address must be given. If any data have changed, such changes can be submitted to the ADE Foundation through the email address [info@amsterdam-dance-event.nl](mailto:info@amsterdam-dance-event.nl).
- 3.2. If Conference Tickets are bought for third parties, all required data with respect to these third parties must be provided completely and accurately. In accordance with these General Terms

and Conditions for Customers, the accuracy of these data is checked before a Wristband is supplied, at which point the holder of the Conference Ticket must be able to produce a valid proof of identity.

- 3.3. The ADE Foundation reserves the right to limit orders of large quantities of a specific Product for one Customer or postal address.
- 3.4. In placing an order, the Customer grants express permission to the ADE Foundation to request information for the purpose of verifying the Customer's identity, assessing the validity of the credit card used and obtaining a first credit card authorization.

#### **4. Offers and Agreements**

- 4.1. Information, offers, communications and quotations relating to Products and/or Events are provided by the ADE Foundation and/or a third party as accurately as possible orally, by telephone, email or through the Web Shop. The ADE Foundation does not accept liability for any inaccurate or incomplete information provided by the ADE Foundation and/or third parties as meant above.
- 4.2. All quotations are exclusive of VAT, postage and handling fees, unless otherwise stated. Information about prices and availability of Products is provided 'as is', without any warranty of any kind, and is not binding on the ADE Foundation.
- 4.3. All orders placed through our Web Shop are subject to approval by the ADE Foundation and the acceptance thereof is conditional upon the availability of the relevant Products.
- 4.4. After an order has been placed, the Customer receives an automatically generated email confirming the information of the order. This email does not constitute any approval of the order but is only an acknowledgement of receipt. The Agreement between the Customer and the ADE Foundation is concluded after payment for an order placed through the Web Shop has been effected and/or has been approved by the ADE Foundation in writing and/or at the time of delivery of the Products. As soon as the Product is physically made available to the Customer, the risk of and liability for the loss, theft, damage and/or abuse thereof lies with the Customer.
- 4.5. The ADE Foundation reserves the right not to approve any order, for example, if it fails to obtain permission for or confirmation of the payment; if a specific Product is subject to shipping restrictions, if the Product is not in stock or fails to satisfy the applicable quality standards and is withdrawn; or if, at the ADE Foundation's discretion, the Customer acts contrary to these General Terms and Conditions for Customers, which includes the situation where the ADE Foundation has doubts about the accuracy or validity of the data provided by the Customer in placing the order.
- 4.6. The Customer shall effect payment immediately upon placing the order in the manner indicated on the Website. If payment is not effected in a timely fashion, the Customer shall, after receiving due notice to this effect from the ADE Foundation, pay not only the total sum due but also interest at the statutory rate and all judicial and extrajudicial collection costs incurred by the ADE Foundation. As long as no payment has been made, the ADE Foundation is also entitled to refuse the Customer entry to the ADE and/or to refuse the issue of a Wristband.
- 4.7. In exceptional cases, the ADE Foundation may, after receiving a written request to this effect, grant the Customer permission for payment through an invoice, which invoice the Customer must pay within 14 days of the invoice date. The invoice must always be paid before the ADE commences. If the invoice has not been paid before the ADE takes place, the Customer forfeits the right to gain entry to the ADE or any part thereof with the relevant Ticket and/or to the issue of a Wristband.

- 4.8. As far as the offer or sale of a Festival Ticket and/or an overnight hotel stay is concerned, the ADE Foundation acts only as an intermediary in concluding the relevant agreement between the Customer and the external Promoter of the relevant Showcase. The ADE Foundation is not a party to the agreement that is subsequently, after the purchase through the Web Shop has been effected, concluded between the Customer and the Promoter. The ADE Foundation itself does not provide Festival Tickets.
- 4.9. The ADE Foundation is not liable for any damage or loss arising from the withdrawal of a specific Product from sale, irrespective of whether any order has been placed for this Product.

## **5. Privacy**

- 5.1. The Customer who intends to order Products through our Web Shop and Website (including apps) must provide specific personal data, such as the Customer's name, email address, the delivery address, and the relevant city or town. The purpose of this is primary to ensure on the basis of such data that the orders can actually be delivered and/or that the ADE Foundation and/or its affiliates are able to fulfill their obligations under the Agreement. In addition, specific data concerning Delegates are published for the benefit of other Delegates in order to inform the latter of who will participate in the Conference and to make sure Delegates profit from their own participation in the Conference to the maximum extent possible. Next to this the ADE Foundation may use anonymous data about Visitors' visits to Events to gain insight into visitor numbers in order to improve its services and monitor the Promoters. These data can be obtained through an electronic chip in the Wristbands, through which Visitors can "check in" to Events. Only if at the moment of registration the Customer allows the ADE Foundation to use un-anonymous data can such data be collected by the ADE Foundation through Wristbands. Finally, the ADE Foundation may use both anonymous and un-anonymous data about Visitor's commercial behavior related to his visit to and interest in ADE and its Web Shop and Website (including apps), however, solely with the explicit prior consent of the Visitor.
- 5.2. The use of the personal data of Visitors is governed by the Privacy Statement of the ADE Foundation, which is published and can be consulted on the Website(s). For privacy related matters, the Customer is always free to contact us in writing via the following e-mail address: [privacy@amsterdam-dance-event.nl](mailto:privacy@amsterdam-dance-event.nl).
- 5.3. The ADE Foundation processes the personal data of the Visitor in accordance with the General Data Protection Regulation (GDPR), applicable since 25 May 2018 and also known as Algemene verordening gegevensbescherming (AVG), as well as other relevant privacy regulations. The ADE Foundation guarantees that it will handle the personal data of its Customers with great care and refrain from using them for purposes other than those specified in its Privacy Statement. For example, without the prior consent of the Visitor the data are not disclosed to third parties for commercial purposes, unless this is necessary to perform the Agreement, such as the delivery of Products. The ADE Foundation takes every possible measure to ensure that the personal data are secured against theft or misuse.
- 5.4. By entering into the Agreement with the ADE Foundation and/or asking for and receiving a Wristband, the Visitor grants express permission for processing the personal data in accordance with the Privacy Statement of the ADE Foundation.
- 5.5. If the Customer has not reached the age of 16 years old yet, his or her parents or carers must be aware of the Privacy Statement and, if applicable, agree to the content of this Privacy Statement before the Customer is able to register for the purpose of using the Website(s) and/or visiting the ADE.
- 5.6. Please note that the processing of personal data is subject to international law, as per 25 May 2018 stated in the General Data Protection Regulation (GDPR), also known as Algemene

verordening gegevensbescherming (AVG), as well as in other relevant privacy regulations. The creation, by any third party, of any list of addresses, whether computerized or otherwise, from the information provided in the ADE database(s), for promotional or commercial purposes, may only be done with the prior (written) authorization of ADE Foundation.

## **6. Web Shop Security**

The ADE Foundation takes all reasonable precautions to ensure the security of the Web Shop and the Website (including apps). All bank transactions are processed through Adyen and all data are transmitted (in encrypted form) through https. To ensure that the use of the Web Shop and the Website (including apps) is secure, simple and reliable, the ADE Foundation uses http authentication by means of a user name and password, where all data are transmitted (in encrypted form) through HTTPS.

## **7. Product Returns and Exchanges**

- 7.1. Products, but expressly excluding Tickets, may be returned (statutory) within fourteen (14) days of the date on which the Customer receives them. For any assistance in this area, an email can be sent to [info@amsterdam-dance-event.nl](mailto:info@amsterdam-dance-event.nl). Products and/or services that, by reason of their nature, do not qualify for return service, including without limitation Tickets, cannot be returned.
- 7.2. Only if the Agreement concerns the purchase of a Conference Ticket, is the Customer permitted to withdraw an order for a Ticket by submitting a written request to the ADE Foundation (through [info@amsterdam-dance-event.nl](mailto:info@amsterdam-dance-event.nl)) no later than one (1) month before the first day of the Conference, in which case, the ADE Foundation refunds the Ticket Price, less the handling and service fee of €25. It is not possible to cancel or withdraw Conference Tickets already ordered later than one (1) month before the first day of the Conference. In that case the Customer is not entitled to a refund of the Ticket Price.
- 7.3. Products the Customer returns must be in a new, unused and undamaged state, in the original packaging and with all labels attached. The money paid for all correctly returned Products is refunded into the credit card or bank account of the original Customer, exclusive of taxes, import duties and shipping costs. New, unused and undamaged means that no traces of use are visible on the Product or the labels. If such traces are visible, the Product is returned to the Customer and the price paid is not refunded.
- 7.4. Upon registration, a Conference Ticket is assigned to one person. Once a Conference Ticket has been bought, it cannot be registered in another's name. Before gaining entry to the Conference or any part thereof, the holder of a Conference Ticket is required to register with and provide proof of identity to the ADE Foundation in accordance with Article 8.2 of these General Terms and Conditions for Customers.
- 7.5. The Customer may discuss any other questions with an assistant of the customer service, which can be reached on business days, from 9 a.m. to 5 p.m., at telephone number 035-6727400 or through [info@amsterdam-dance-event.nl](mailto:info@amsterdam-dance-event.nl).

## **8. Delivery**

- 8.1. Responsibility for the Products purchased is transferred to the Customer on the date of dispatch. If another recipient is specified for the delivery (for example, if the Product is a present, or if it is intended for a Delegate), the Customer agrees that delivery to the delivery address specified or delivery in person to the Delegate on whose behalf the Product was bought is to be regarded as performance of delivery by the ADE Foundation, involving the transfer of responsibility as stated above. Any responsibility for and risk of loss, theft, damage or abuse of the Tickets passes to the Customer immediately upon the approval of the order.

- 8.2. A Conference Ticket grants the right to a special, personal and non-transferable Wristband, which allows the holder to gain entry to the Conference, Playground and/or the Festival, only if— after a check of the data provided at the time of the purchase of the Conference Ticket and the proof of identity with a valid ID card— the Delegate is registered at the registration desk intended for that purpose during the Conference. A Wristband is delivered to this Delegate at the registration desk only if all data are accurate and complete. The Wristband may not be used by persons other than the Delegate registered for that purpose and/or shared with other persons.
- 8.3. Delivery dates specified on the Web Shop are not strict deadlines unless the parties agree otherwise. If a Product purchased is not delivered within the estimated delivery period, the Customer must notify the ADE Foundation thereof in writing. In this case, the Customer is not entitled to any damages or compensation. Nor is the Customer entitled to cancel the order or to terminate the agreement or to rescind it without recourse to the court because the delivery period has been exceeded, unless it has been exceeded to such an extent that the Customer cannot reasonably be expected to maintain the Agreement. The ADE Foundation is not responsible for any delays due to processing procedures at customs offices of destination.

## **9. Tickets**

- 9.1. Tickets are and remain the property of the ADE Foundation and/or the Promoter. A Ticket can grant only its holder entry to the Event.
- 9.2. When a Conference Ticket or Global Sessions Ticket is bought, the data of the person for whom the Conference Ticket is bought (the Delegate) must be provided to the ADE Foundation through the Website. The Conference Ticket is assigned to the Delegate and is strictly personal and not transferable from the time of purchase.
- 9.3. A Delegate may gain entry to the Conference or a part thereof only if he or she has a Wristband.
- 9.4. Only purchase through the Web Shop, through accredited (pre-)sales locations or through ticketing organizations engaged by the ADE Foundation guarantees the validity of a Ticket. The burden of proving such validity lies with the Customer. If it turns out that the Ticket was obtained from a party other than the aforesaid parties, the Customer can be denied entry to an Event or a Venue.
- 9.5. A Conference Ticket or Global Sessions Ticket does not guarantee entry to an Event. The ADE Foundation pursues a strict “full is full” policy. This means that after a Wristband has been shown, entry is granted to an Event only if the Venue is not at full capacity.
- 9.6. The Customer is not entitled to a refund of the Ticket Price or any other compensation in the event of abuse, damage, loss or theft of the Ticket or if the Customer does not use the Ticket for any reason, including without limitation the event in which no entry is granted in case an Event is at full capacity. With regard to the refund of the Ticket Price for Showcases, the terms and conditions of the relevant Promoter apply.
- 9.7. Visitors who have not yet reached the age of 16 (sixteen) may be denied entry to certain Events. Please check the Website for the minimum age, which varies for each Event and/or Promoter.
- 9.8. The Customer guarantees that if he/she makes a Ticket available to third parties for free and not for commercial purposes, all the Customer’s obligations under these General Terms and Conditions for Customers or any Agreement with the ADE Foundation will also pass to these

third parties in full. The Customer guarantees to the ADE Foundation that this third party will fulfill all these obligations.

- 9.9. Tickets may not in any case whatsoever be resold to third parties, offered for sale, or exploited for commercial purposes in any other way, nor may these be forged or copied. If the Customer fails to comply with this obligation, the ADE Foundation and/or the Promoter is/are entitled to regard these Tickets as invalid and the Customer owes an immediately payable penalty of €5,000 per Ticket to the ADE Foundation and €1.000 for each day that this violation continues, without prejudice to the ADE Foundation's right to demand performance and/or full damages. The holder of an invalid Ticket is denied entry to an Event and is not entitled to any compensation.
- 9.10. The Customer shall refrain from performing any acts that may prejudice or infringe the rights or other interests of the ADE Foundation and/or its licensors.
- 9.11. Foundation ADE is the rightful owner of all intellectual and industrial property rights related to the ADE Trademarks and other objects and creations in conjunction with the ADE. The Customer shall respect these rights at all times. The Customer is not permitted to use and/or exploit, either directly or indirectly, the ADE Trademarks and other protected objects and creations in conjunction with the ADE. The Customer is not permitted to remove and/or modify statements in respect of copyrights, trademarks, logos, trade names and/or other industrial or intellectual property rights of the ADE Foundation and/or its licensors.

## **10. Package Deals**

- 10.1. The ADE Foundation can also offer package deals through the Web Shop or Website, which allow one or more overnight hotel stay(s) to be booked in combination with a Conference Ticket. These hotel bookings are always strictly personal and not transferable. Payment for such package deals must be made to the ADE Foundation.
- 10.2. With respect to the services provided by the Hotel in connection with the overnight hotel stays, a separate agreement is concluded between the Hotel and the parties using the services. The ADE Foundation is not a party to that agreement.
- 10.3. An overnight hotel stay that is part of a package deal can be cancelled until 60 (sixty) days before the first overnight stay at the latest. The Customer must confirm this cancellation to the ADE Foundation in writing before this period expires. If the payment has already been made, the ADE Foundation will refund the amount for the overnight hotel stay to the Customer after the ADE has taken place to the appropriate account of the Customer known to the ADE Foundation, less a handling fee of €25.
- 10.4. The ADE Foundation is not liable for any direct or indirect damage or loss arising from acts or omissions by the Hotel and/or the staff or third parties engaged by the Hotel.
- 10.5. If overnight hotel stays are cancelled less than 60 (sixty) days before the start of the ADE or if no use is made of any overnight hotel stay or the person for whom the overnight hotel stay is booked remains absent (a no-show), the costs will be fully charged to the Customer and the Customer is not entitled to any refund of the costs of the overnight hotel stay. If no payment has yet been made for the relevant hotel stay, the ADE Foundation will send an invoice for these costs to the Customer, which invoice must be paid by the Customer within 14 days.
- 10.6. The person who made the original booking for an overnight hotel stay may transfer this booking into another person's name by submitting a written request to that effect up to seven (7) days before the start of the ADE, provided that this other person also has a Conference Ticket and has been registered at the ADE Foundation for this reason.



- 10.7. The Cancellation of an overnight hotel stay does not affect the Conference Tickets if purchased by the Customer in combination therewith. Cancellation or withdrawal of Conference Tickets already purchased is subject to specific conditions.
- 10.8. Only if the ADE Foundation cancels the Conference or the ADE as a whole is the original Customer entitled to a refund of previously paid overnight hotel stay(s), less a handling fee of €25 and only upon a written request to this effect.

## **11. Cancellation or Relocation of the Event**

- 11.1. The ADE Foundation is entitled to change the ADE or parts thereof. Only if the ADE Foundation cancels the Conference, the Playground, the Festival, the Global Sessions or the ADE as a whole, will the ADE Foundation, upon a written request to this effect, refund the original Customer who bought the Ticket the Ticket Price of a Conference or a Playground Ticket, but not the handling fee or service charges. The terms and conditions of the relevant Promoters apply to the purchase price of Festival Tickets. The original Customer qualifies for a refund of the purchase price of a Conference Ticket, less the handling fee and service charges, only if the Wristband has been submitted in accordance with further instructions issued by the ADE Foundation within a period of six (6) weeks of the date of cancellation at the latest.
- 11.2. The ADE Foundation and/or the Promoter is/are entitled to cancel or relocate an Event. It is the responsibility of the Customer to verify whether an Event is to be or has been cancelled or is to be or has been relocated and, should this be the case, to find out about the new date or the new venue. If an event is cancelled or relocated, the ADE Foundation will do its best to ensure that, as soon as it becomes aware thereof, either the ADE Foundation or the Promoter will notify the Customer of the foregoing. The ADE Foundation cannot guarantee, however, that the Customer receives such information before the start of the Event. The ADE Foundation is not liable for any damage or loss in this respect.
- 11.3. Tickets for Events that are relocated will, in principle, remain valid for this relocated Event. For additional information, please contact the customer service through [info@amsterdam-dance-event.nl](mailto:info@amsterdam-dance-event.nl) and/or the relevant Promoter. The general terms and conditions of the Promoter also apply to the foregoing and the ADE Foundation is not liable for any damage or loss in this respect.
- 11.4. If a Showcase is cancelled or relocated, the general terms and conditions of the relevant Promoter apply to a refund of the Ticket Price. The ADE Foundation is not liable for any damage or loss relating to the cancellation, alteration or relocation of a Showcase.

## **12. Limitation of Liability**

- 12.1. The ADE Foundation accepts no liability or any damage or loss caused by the cancellation, alteration or relocation of an Event, nor for any other damage or loss, for whatever reason, which directly or indirectly arises from acts or omissions by the Promoter, the Venue and/or the ADE Foundation, or persons engaged by or on behalf of these, or by third parties, during an Event or relating to the stay at the Venue, unless the damage or loss is due to intent or gross negligence.
- 12.2. If the ADE Foundation imputably fails to meet an obligation under the Agreement and/or these General Terms and Conditions for Customers, the ADE Foundation is liable only for direct loss or damage, and only if it is legally obliged to bear such liability. In such a case, the ADE Foundation is liable only if the Customer immediately notifies the ADE Foundation in writing about the failure in performance, providing a reasonable time-limit to restore such failure, and if the ADE Foundation continues to fail in the performance of this obligation even after that notice of default.

- 12.3. The ADE Foundation is in no case liable for loss, theft or damage of a Ticket, clothing and/or other properties of the Customer. In the case of theft or loss of a Product, the ADE Foundation is not required to replace or refund that Product. Nor is the ADE Foundation liable for delay or errors in the delivery of a Product, insofar as such delay or errors are not attributable to the ADE Foundation.
- 12.4. The ADE Foundation is never liable for Tickets that are purchased from third parties, for damage or loss caused by any acts or omissions by third parties, or for damage or loss resulting from failure caused by force majeure.
- 12.5. The Customer agrees to indemnify the ADE Foundation for all third-party claims caused by any failure in the performance by the Customer himself or herself, whether such failure arises from these General Terms and Conditions for Customers and/or a Agreement or otherwise.
- 12.6. If and to the extent that the ADE Foundation should be liable to the Customer for any damage or loss suffered on any ground, notwithstanding the above, this liability will at all times be limited to the amount of the purchase price of the Product or, if this is a lower amount, the amount that is paid under the third-party liability insurance of the ADE Foundation.
- 12.7. The ADE Foundation advises the Customer to handle all packages that are sent with an order cautiously. The Customer must keep these outside the reach of children and animals to avoid the risk of suffocation and also away from fire, as the packaging can be flammable.

### **13. Force Majeure**

- 13.1. In the event of force majeure, the ADE Foundation will be released of its obligation to perform the Agreement as long as the relevant hindrance continues to exist. Force majeure means in any event all circumstances independent of the will of the ADE Foundation, as a result of which the fulfillment of the obligations of the ADE Foundation is wholly or partly prevented or as a result of which fulfilling the obligations cannot be reasonably be expected from the ADE Foundation.
- 13.2. Circumstances that will in no case be at the expense and risk of the ADE Foundation are, *inter alia*:
  - a. acts or omissions, with the exception of intent or gross negligence, by persons the ADE Foundation engages in the execution of the Agreement;
  - b. unsuitability of goods that the ADE Foundation uses in the execution of the Agreement;
  - c. strikes, lockout, illness, import, export and/or transit prohibitions, transport problems, machinery breakdown, traffic jams, power failures, delivery problems, changes in legislation, governmental measures, non-fulfillment of obligations by suppliers ( including energy companies and suppliers of computer and telephone equipment), production breakdown, extreme weather conditions, frost, natural disasters and war and/or threat of terrorism and/or threat of war.

### **14. General**

- 14.1. Without the prior permission of the ADE Foundation, the Customer is not permitted to record or engage others to record the Event in whatever form, on whatever (digital) media, including photographing, filming, or making sound and/or visual recordings of the Event.
- 14.2. The ADE Foundation reserves the right to make sound and/or visual recordings during the Event. The Customer who visits an Event
  - a. agrees to recordings and/or use of his/her name, voice, portrait and/or image by audio and video display, whether broadcast and recorded live or otherwise, or any other form of distribution including photos or other current and/or future media technologies;

- b. gives unconditional permission for the free use referred to under (a), indefinitely and worldwide;
  - c. will hold liable neither the ADE Foundation nor the parties who make use of visual and/or audio materials with the permission of the ADE Foundation, for commercial purposes or otherwise, for the use of such visual and/or audio material;
  - d. waives his/her right to object to the publication of his/her portrait, to the extent that it concerns images in and around the Venue in which he /she is recognizable;
  - e. acknowledges that a video surveillance system is operational and agrees that video recordings can be made of him/her by or on behalf of the ADE Foundation and/or the Promoter for public order and security purposes.
- 14.3. Without the prior written permission of the ADE Foundation, the Customer is not permitted to distribute or engage others to distribute his or her own promotional material, including samples, advertising and/or brochure material, during the ADE and at the Venue, to the extent permitted by law.

## **15. Governing Law**

- 15.1. The Agreement and these General Terms and Conditions for Customers are exclusively governed by Dutch law.
- 15.2. Any disputes arising from the Agreement and/or these General Terms and Conditions for Customers will be exclusively submitted to the competent court in Amsterdam.
- 15.3. In addition, disputes between the Foundation ADE and a Customer (solely if and insofar such customer is a natural person) could be submitted alternatively upon mutual agreement to the Dutch Foundation for Consumer Complaints Boards as a part of the Online Dispute Resolution (ODR) platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=NL>). Such complaints can be sent to [complaints@amsterdam-dance-event.nl](mailto:complaints@amsterdam-dance-event.nl).

Drawn up in Amsterdam, 25 May 2018