

General Terms and Conditions of Stichting Rebirth Events

By purchasing an entrance ticket or visiting the event, you accept the house rules and general terms and conditions of Stichting Rebirth Events. These have been set out below.

Article 1. Definitions

'Organisation':

Stichting Rebirth Events, with registered offices in Haaren, registered with the Chamber of Commerce with number 59479191, as well as the (legal) entities that are responsible for organising an Event on its behalf.

'Event':

Any activities organised by the Organisation, including festivals, music festivals, catering and festival campsites, everything in the broadest sense of the word.

'Visitor':

(legal) entities that have purchased or acquired an entrance ticket to an Event organised by the Organisation in a valid manner and any person who wishes to access an Event with a valid entrance ticket.

'Entrance ticket(s)':

A (digital) document or a (bar) code provided by or on behalf of the Organisation which gives the Visitor access to the specifically designated Event.

'Tokens':

Tokens issued by the Organisation that can be purchased by Visitors at a price determined by the Organisation which can be used as a means of payment during the Event at the places designated by the Organisation.

'Site':

All buildings, (covered) spaces and fields that are part of the area where the Event takes place, including the entrance routes and park.

'Accommodation':

A part of the Site specifically designated by the Organisation for the Visitor to stay during the Event, whether or not provided with a specific facility for the Visitor (e.g. Festitent, kartent, festipi, flexotel and friends spot). The Accommodation also includes the facilities.

'Campsite':

Part of the Site specifically designated by the Organisation where the Visitor, who has purchased a specific Entrance Ticket for this, can stay during the Event.

Article 2. Applicability

2.A.

The general terms and conditions; apply to any aspect of the agreement and any offer related to services or products of any kind to be provided by the Organisation unless specifically agreed otherwise in writing.

2.B.

The general terms and conditions can be consulted and saved through the website of the Event and are available for inspection at the entrance of the Event. House rules may apply to an Event. The house rules can be consulted through the website of the Event and the Organisation and are available for inspection at the entrance of the Event. The

Visitor hereby expressly agrees to the relevant house rules and also declares to act in accordance with them.

2.C.

These general terms and conditions will apply to all (further) agreements concluded between the Visitor and the Organisation during the Event (including the purchase of Tokens and the goods bought using these).

2.D.

Spelling errors in offers of the Organisation indemnify it against any obligation to pay compensation arising from them, even after the conclusion of the agreement.

2.E.

These general terms and conditions apply to agreements concluding with or through the mediation of official (pre-)sale addresses designated by the Organisation during the Event.

2.F.

If a Visitor orders (an) Entrance Ticket(s) for third parties, he declares to be authorised to accept these general terms and conditions and that he will inform the third party of the applicability of these general terms and conditions.

Article 3. Liability

3.A.

The Visitor is a consumer: The liability of the Organisation is limited to compensation of direct damage, whereby the amount payable to the Visitor will never be more than the amount paid by the insurer of the Organisation in the case in question. The Organisation will never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

3.B.

The Visitor is a (legal) entity acting in the course of a business or profession: the Organisation will only be liable for damage suffered by the Visitor if and insofar this damage is the direct result of intent or deliberate recklessness of managers of Stichting Rebirth Events. The liability will, in that case, be limited to compensation for direct damage up to the amount paid by the insurer of the Organisation in the case in question.

3.C.

The Organisation can never be liable for the manner in which artists/acts performs at the Event.

3.D.

Changes to the programme that are made after the purchase of the Entrance Ticket do not give the right to cancellation of the purchase. The purchase price will not be refunded.

3.E.

Accessing the Site during and prior to the Event will be entirely at the risk of the person doing so. Lockers to store valuables are available on the Site unless otherwise indicated. The use of a locker is entirely the risk of the Visitor. The Organisation is not liable for any damage, loss or theft of properties of the Visitor.

3.F.

The Visitor declares to be aware that amplified music will be played during the Event. The Visitor is responsible for hearing protection at his discretion. The Organisation recommends the Visitor to give their hearing suitable rest during the Event and to always wear hearing protection.

Article 4. Force majeure

4.A.

In case of force majeure, the Organisation will have the right to cancel the Event or to move it to another date. Force majeure' shall also include all unforeseen circumstances that have occurred through no fault of the Organisation such as poor weather conditions, fire, strikes, cancellation by the artist(s), etc.

4.B.

If the Event is fully cancelled as a result of or in relation to force majeure before the Event has started, the Organisation will reimburse the purchase price of the Entrance Ticket (excluding the reservation costs). The Visitor cannot claim compensation (for damage) from the Organisation other than the refund of the purchase price. Refund will only take place after the Visitor has submitted an original, valid and undamaged Entrance Ticket to the Organisation. No right to refund will exist in any other cases.

Article 5. Dissolution

5.A.

The Organisation always has the right to fully or partially dissolve the agreement. This means that the purchase of the Entrance Tickets will be cancelled. Purchased Entrance Tickets will no longer be valid from that time. In case of cancellation of an order, the entire purchase price (excluding reservation fees) will be refunded to the Visitor. The Visitor cannot claim any compensation (for damage). In case of cancellation of an order after the Visitor has been provided with an Entrance Ticket, a refund will only take place after submission of an original, valid and undamaged Entrance Ticket.

Article 6. Access to the Event

6.A.

The minimum age for access to the Event is 17 years unless otherwise indicated. Only an original, valid and undamaged Entrance Ticket will grant access to the Event.

6.B.

The Visitor must be in the possession of a valid identification document (identity card, passport or driving licence) which must be presented on request to gain access to the Event. The Event can be accessed from opening time to closing time. The opening and closing times are listed on the Entrance Ticket and the Event website. Closing time is not necessarily mean the end of the Event. For security reasons, the Site cannot be left temporarily once entered unless the Organisation expressly accepts this.

6.C.

The Organisation may decide to provide Visitors with a wristband which makes it clear which part of the Site the Visitor may access or whether the Visitor may consume alcohol. The Visitor declares that he will cooperate with this. The Visitor must wear the wristband at all times during the Event and on the Site in the indicated manner. If the wristband is lost or the seal has been broken, the Visitor may be removed from the Site and refused further access.

6.D.

The Visitor will be patted down when entering the Site, on the Site, and any brought goods may be searched during the Event. The Visitor expressly accepts this and will cooperate with it. The Organisation will determine the manner in which this checks can reasonably take place. This may be done by security guards, detection gates and/or otherwise. If the Visitor does not cooperate, he may be refused access to the Site and the Event.

6.E.

For the purposes of security, the Organisation may decide to close off certain parts of the Sites during certain times or only keep them open to certain Visitors. The Visitor may not access these parts of the Sites during these times.

6.F.

The Visitor will strictly comply with the instructions given by employees of the Organisation and third parties hired by it such as police, the fire department, the municipal health services, the first aid service, security guards, (parking) stewards, traffic controllers and/or other competent authorities.

6.G.

The Visitor **may only** carry the following items with him for personal use once accessing the Site unless otherwise stated in the house rules of the Event or if more goods are permitted on certain parts of the Site:

- 1: Medication, hereinafter referred to as "**Medication**"
- 2: Sunscreen in a tube of no more than (100 ml) and lip balm
- 3: Mobile phone and power bank
- 4: Backpack
- 5: Hearing protection (earplugs)
- 6: Cigarettes and lighter
- 7: Keys, wallet
- 8: Clothing, shoes, poncho, (sun)glasses, lenses, cap
- 9: E-Smoker

The following is a list of **prohibited** items. This is a representation of a non-exhaustive list. The Organisation has the right to add items which it considers necessary to guarantee the safety on the Site or Event.

- 1: No provocative clothing and flags or clothing of football clubs or the like.
- 2: Professional photo, film and other recording equipment and selfie-sticks
- 3: Narcotics (drugs)
- 4: Pets
- 5: Liquids such as (aerosols with) deodorant, lighter gas and perfume
- 6: Glassware, sharp objects, umbrellas, weapons, laser pens
- 7: Food and drinks

Any Visitor carrying **prohibited items** during the entrance check will be denied entry to the Event and the Site and forfeit any right to a refund. If **prohibited items** are found in

the possession of a Visitor after accessing the Site, the Organisation will remove the Visitor from the Site and any right to a refund will expire. The Visitor will also be denied access to later Events. The Organisation will confiscate prohibited items and transfer these to the police based on a legal provision.

The Organisation will confiscate found items listed in this article. Legal items that are valuable can be collected after the Event. Illegal items will be handed over to the police. The Organisation will refuse the Visitor admission to the Event when illegal items are found.

6.H.

"Medication" is also only allowed at the Event if the following additional conditions are met. If these are not met or if the Organisation has other grounds to doubt what is being shown, the Organisation will have the right to confiscate the medication. This means that confiscated "Medication" will not be reimbursed but will be placed in the designated container and handed over to the police.

- *Medication must be in its original and sealed packaging and provided with the original package leaflet.*
- *The use of the medication must be demonstrated by means of a statement by a doctor.*

Article 7. Actions in violation of the house rules and the general terms and conditions

7.A.

If a Visitor acts in violation of the agreement (including the house rules of the Event and these general terms and conditions) and violates the rules thereof, he will be removed from the Site and denied further access. The denial of admission will also apply to future Events of the Organisation. The Visitor will be liable for all (consequential) damage resulting from his actions.

Article 8. Entrance Ticket

8.A.

The Agreement with the Organisation is concluded When the Visitor purchases one or more Entrance Tickets for an Event. The Entrance Tickets will be purchased through the Organisation or at the official (pre-)sale addresses designated by the Organisation. The Entrance Ticket only gives access to the parts of the Site and/or the Event as indicated by the Organisation and/or on the Entrance Ticket. A person will gain access to the Event when handing over the Entrance Ticket. A granted Entrance Ticket will give one person the non-recurring right to access the Event.

8.B.

Only the holder of the Entrance Ticket who hands it over first will gain access to the Event. The Organisation is not held (but authorised) to further verify whether the holder of the Entrance Ticket is also the rightful owner.

8.C.

The Entrance Ticket(s) for the Event in question will be provided once in the manner determined by the Organisation (including by e-mail). The Visitor declares to have the adequate means to physically present the Entrance Ticket at the entrance of the Event. The Visitor will ensure that he becomes and remains the holder of the Entrance Ticket provided by the Organisation or the official (pre-)sale addresses designated by the Organisation. The risk of loss, theft, damage or abuse of the Entrance Ticket will transfer to the Visitor from the moment the Entrance Ticket has been provided to the Visitor.

8.D.

The organisation can introduce a procedure which the Visitor must go through after payment of the Entrance Ticket to validate or provide it. This procedure consists of the personalisation (using names) of the Entrance Ticket of the Visitor(s) before they are provided. The Organisation may require a Visitor to go through this procedure before a certain date prior to the Event. The Visitors expressly agree to this.

8.E.

The Organisation has the right to refuse the acceptance of the agreement by the Visitor at any time or to dissolve an agreement if there are reasonable grounds for doing so. This can be applied, among other things, if the Visitor has previously been denied access to Events or by imposing additional conditions to the access to the Event.

8.F.

The Visitor can never change or dissolve a concluded agreement unless mandatory legal provisions grant this right.

Article 9. Resale prohibition

9.A.

The Visitor may without the express written permission of the Organisation not (re)sell Entrance Tickets or to offer them to third parties for commercial purposes. This includes a sale in which the seller receives a higher amount for the Entrance Ticket than the amount paid for it, or higher than the price determined by the Organisation. In case of actions in violation of the above, the Organisation will have the right to invalidate the Entrance Ticket. There will be no right to a refund. In case of violations of this article, the Organisation will have the right to deny both the buyer and the seller of the Entrance Ticket access to the Event and recover all resulting (consequential) damage from them.

Article 10. Tokens

10.A.

During the Events and on the Site, payment can only be made with the Tokens sold by the Organisation unless otherwise indicated by the Organisation. Tokens are and remain the property of the Organisation. Tokens can be purchased both prior to the Event and on the Site.

11.B.

Each Event and edition has its own Tokens that are only valid during that edition of the Event. Purchased Tokens cannot be returned and are not exchangeable for cash.

11.C.

The Visitor is strictly forbidden from selling or reselling Tokens.

Article 12. Accommodation

12.A.

The agreement determined in Article 8 of these general terms and conditions will be concluded between the Organisation and the Visitor for the use of an Accommodation. It is important that the Visitor has also purchased an Entrance Ticket for this section and has paid for the Accommodation in question.

12.B.

The Visitor is strictly forbidden from enabling third parties to make use of this Accommodation against payment. The above also applies to selling goods or services from this space.

12.C.

The right to use the accommodation ends in the following cases without the Organisation being required to pay any form of compensation.

1. *The agreed duration of use has expired*
2. *The Visitor has been denied access to the Site or parts thereof*
3. *At the end of the Event*

12.D.

The Visitor must submit a written request to the Organisation to cancel an Accommodation.

Cancellation is possible in a number of situations and is subject to additional conditions. This applies provided that the written request has been received by the Organisation and the indicated periods have been confirmed.

1. *A period of 3 months or more before the Event takes place. The Visitor is entitled to a full refund of the costs already charged for the Accommodation (excluding reservation costs and any other costs).*
2. *A period between 1 month and 3 months before the Event takes place. The Visitor is entitled to a 50% refund of the costs charged for the Accommodation (excluding reservation costs and any other costs).*
3. *A period shorter than 1 month before the Event takes place. The Visitor is not entitled to a refund of the costs already charged.*

The amount of the refund is limited to the costs already charged directly related to the Accommodation. Costs, including for Entrance Tickets and administrative fees, will not be refunded.

12.E.

The Visitor will behave like a good host and is responsible for keeping the Accommodation in same good condition as it has been made available. The Visitor is also liable for any damage to or loss of the Accommodation. It is strictly forbidden to smoke or use an open fire in the Accommodation. It is not permitted to admit more persons to the Accommodation than the maximum number allowed by the Organisation. The Organisation will determine the location of the Accommodation on the Site.

12.F.

The Accommodation will be used and treated by the Visitor as a good host and in accordance with its destination. The Visitor is required to immediately inform the Organisation in case of defects to or losses that occur or are already present in the Accommodation when first entered. The Organisation is not liable for loss or theft of the Accommodation or any damage thereto. This also applies to items left by the Visitor. The above also applies if third parties are liable for loss, theft or damage. The Organisation urgently recommends not to leave valuable goods in an unattended Accommodation.

12.G.

The Visitor (including any other users) must be in the possession of a valid Entrance Ticket for the Event to be able to use the Accommodation. The Visitor will receive access to the Accommodation designated by the Organisation when arriving at the campsite of the Event and after submission of the Entrance Ticket for the Accommodation and a valid identification document.

Article 13. Campsite

13.A.

The agreement determined in Article 8 of these general terms and conditions will be concluded between the Organisation and the Visitor for the use of place on the Campsite. It is important that the Visitor has also purchased an Entrance Ticket for this section. Access will be granted to the Campsite to one Visitor who has purchased an Entrance Ticket for this specific part of the Site.

13.B.

The Visitor is strictly forbidden from enabling third parties to make use of this Campsite against payment. The above also applies to the sale of goods or services on the Campsite.

13.B.

Access control will take place to access the Campsite and other parts of the Site which is similar to the control described in these general terms and conditions to access the Event.

13.C.

Specific house rules have been drawn up for the Campsite that apply in addition to these general terms and conditions. The Visitor is required to comply with these. Visitors to the Campsite may take more items than described in these general terms and conditions. The goods listed in the house rules are only permitted on the Campsite and not on other parts of the Site. The house rules can be consulted through the website of the Event and are available for inspection at the entrance of the Event. The Visitor expressly accepts the house rules and will act in accordance with them.

13.D.

The right to use a spot on the Campsite ends in the following cases without the Organisation being required to pay any form of compensation.

- 1. The agreed duration of use has expired*
- 2. The Visitor has been denied access to the Site or parts thereof*
- 3. At the end of the Event*
- 4. In case of early departure chosen by the Visitor*

13.E.

The Visitor will be assigned a place where he can pitch his tent when he arrives on the Campsite. Usually, this allocation will take place in the order of arrival unless the Organisation decides otherwise. If the Visitor wants to place his tent next to other Visitors, he must arrive at the same time as these Visitors. A Visitor may not make use of any other place once he has been assigned a place. It is strictly forbidden to stay in a tent with more persons than indicated by the manufacturer of the tent. Usually, this means that no more than 8 people may stay in a tent.

13.F.

The Organisation will never be liable for destruction, loss, theft or damage to the properties of the Visitor. The Organisation urgently recommends not to leave valuable goods unattended on the Campsite.

Article 14. Media (equipment)

14.A.

Photographs and film recordings will be made during the Event on behalf of or with permission of the Organisation. The Visitor explicitly agrees that image and/or sound recordings of Visitors to the Event will be made on and around the Site and that these will be distributed via all possible media.

14.B.

Distribution or copying of the following is forbidden without the express prior written consent of the Organisation.

- 1. Posters, other printed materials and digital expressions of the Organisation*
 - 2. Copies of or quotes from the programme booklet 14.C.*
- The Visitor may use (amateur) photographic equipment on the Site.*

Amateur photographic equipment means:

- 1. Phones with photo camera*
- 2. Disposable cameras*
- 3. Digital compact cameras with normal and fixed lenses*

Professional photographic equipment is strictly forbidden. If you are not sure whether your equipment is allowed, you can contact the Organisation by e-mail prior to the Event.

Not allowed are:

- 1. GoPro*
- 2. Telescoping Pole 3. Film camera*

14.D.

If the Visitor fails to comply with the conditions set out in Article 14.B. on the Site, the Organisation can take the following measures. The Organisation also has the right to remove the Visitor from the Site in case of violation without refunding the Entrance Ticket.

Or to temporarily confiscate the equipment, such at the discretion of the Organisation:

- *Until the Event has ended*
- *Until a to be determined time if the Organisation has reasonable grounds to do so*
- *Until the Visitor has demonstrated that all recordings and possible copies thereof have been deleted*

14.E.

Photographers, professional or otherwise, who want to make photographs or film recordings of an Event for commercial purposes must be in possession of a valid accreditation provided by the Organisation.

14.F.

The Organisation will have the right to check whether there has been a breach of the foregoing and to confiscate or destroy recordings.

Article 15. Registration of Event

15.A.

By visiting an Event the Visitor expressly agrees that the Organisation is permitted to take image and audio recordings or to outsource this to third parties. This also gives the Organisation the right to exploit, publish or copy the recordings in any form and in any manner in the broadest sense of the word. The Visitor grants unconditional permission for the creation and editing of these recordings by concluding the agreement and entering the Event. The Organisation will never owe the Visitor any compensation for this.

15.B.

If the Visitor has any right, including copyright, personality rights and neighbouring rights related to the aforementioned recordings, the Visitor will hereby transfer these rights to the Organisation without any restrictions. The Visitor hereby irrevocably waives the personality rights and will not invoke these rights. If the aforementioned transfer is not legally valid by default, the Visitor is required to grant the necessary written permission or sign a deed of transfer at the request of the Organisation in which the aforementioned rights are transferred to the Organisation.

Article 16. Personal data and privacy

16.A.

The Organisation processes personal data of Visitors and any visitors to its websites in accordance with the Dutch Personal Data Protection Act. The processing will be in accordance with our privacy policy, which complies with the GDPR. The most recent version can be found through our websites.

Article 17. Other provisions

17.A.

The Organisation will always have the right to immediately remove any Visitor who acts in violation of one or more of the provision(s) of this Article from the Site. The Organisation is not obliged to refund the entrance fee and may also deny the Visitor access to later Events. The Visitor is also required to pay any fines imposed on the Organisation in relation to his actions.

17.B.

Any Visitor who has not yet reached the age of 18 is strictly forbidden from purchasing, carrying or drinking alcoholic beverages or attempting to obtain them. Irrespective of his or her age, the Visitor is strictly forbidden to provide alcoholic beverages (whether in return for payment) to persons who have not yet reached the age of 18.

17.C.

Toilet facilities are available on the Site. These are generally accessible free of charge unless otherwise indicated. The Visitor is required to use these facilities. It is strictly forbidden to urinate or defecate in any other places than the toilet facilities.

17.D.

It is strictly forbidden to throw with liquids or other objects. Not may the Visitor act in a way which disturbs the order at the Event.

17.E.

Smoking is strictly forbidden in all indoor locations and covered locations on the Site.

17.F.

It is strictly forbidden to steal and destroy properties of the Organisation and third parties on and around the Site. Stealing and destroying properties of the Organisation and third parties will be considered criminal offences. This will immediately be reported to the police.

17.G.

It is strictly forbidden to sell goods on or around the Site before, during and after an Event without the explicit written permission of the Organisation. It is also forbidden to advertise on or near the Site in the broadest sense of the word before, during or after an Event. The Visitor risks incurring a fine of at least € 750 per violation for any actions in violation of this article, without prejudice to the right of the Organisation to claim compensation for the damage actually suffered.

Article 18. Final provisions

18.A.

These general terms and conditions are governed by the laws of the Netherlands. The general terms and conditions have been drawn up in Dutch and translated into English. In case of a discrepancy between the Dutch version and the English translation, the Dutch version will prevail. The Court of 's-Hertogenbosch has exclusive jurisdiction over disputes that directly or indirectly relate to any agreement or legal act to which these general terms and conditions apply.

18.B.

Insofar the court designated in these general terms and conditions is not competent to rule, the Visitor, being a consumer in this agreement, will have the right to choose to have the dispute settled by the competent court within one month after the Organisation has invoked this article in writing.

18.C.

In the event of a disturbance/ misbehaviour, your details will be passed on to the police.

Contact: *If you have any questions about these general terms and conditions, you can contact: klantenservice@rebirth-festival.nl*

Version 1.4. of 01 November 2018