

- §1 General;
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§1 General

Clause 1 Definitions

In these General Conditions the following definitions apply:

'AMF'	The private company with limited liability AMF Holding B.V., with its registered office and principal place of business at Anthony Fokkerweg 61 (1059 CP) Amsterdam, listed in the Commercial Register of the Chamber of Commerce under number 34284785 and/or its affiliated companies;
'General Conditions'	These General Conditions;
'Visitor'	The Consumer visiting the Website and/or who buys an Admission Ticket for an Event and/or who visits an Event;
'Consumer'	The natural person not acting in the course of a profession or a business;
'Digital Content'	Digital content other than on a material carrier, for example downloads and streaming;
'Event'	An event organised in the Netherlands by AMF in the broadest sense of the word including indoor events, outdoor events and festivals;
'Product'	An item within the sense of Section 3:2 of the Dutch Civil Code, such as merchandise, clothing, posters, books, material carriers, CDs and DVDs;
'Distance Contract'	The agreement with regard to buying and delivering physical products and/or digital content, whereby (up to and including) the formation of that agreement only one or more techniques for distance communication are used in connection with a distance sale system organised by AMF (the Website);

'Admission Ticket'	A physical and/or digital document, ticket or barcode delivered to the Visitor by AMF and/or an official sales organisation engaged by AMF, which entitles the holder to access and/or attend an Event;
'Website'	AMFevents.com and/or any official website of an Event such as for instance, but not limited to, kingslandfestival.nl, adayatthepark.nl, electronicfamily.nl, amsterdammusicfestival.com and theflyingdutch.com;
'Counterparty'	A Visitor, a Consumer or a Supplier, as meant in these General Conditions.

Clause 2 Applicability

- 2.1 These General Conditions are applicable to all offers by AMF and to all agreements between AMF and the Counterparty indicated in this document.
- 2.2 These General Conditions are also applicable to agreements formed with the intervention of an official sales organisation engaged by AMF such as but not limited to Paylogic.
- 2.3 If an Event is organised by a company affiliated to AMF B.V., these General Conditions will be applicable provided they can be consulted on the website of the respective Event. Therefore the respective company will be the contracting party and also the 'user' of these General Conditions in accordance with Section 6:231 under b of the Dutch Civil Code. AMF Holding B.V. itself will never be the contracting party and/or the legal 'user' of these General Conditions and will therefore never be a party in a dispute nor be liable towards a Counterparty.
- 2.4 The applicability of any terms and conditions of the Counterparty are hereby rejected by AMF.
- 2.5 Any deviation from the General Conditions will only be binding if AMF has agreed to this deviation in writing.

Clause 3 Viewing

- 3.1 For entering into the agreement the General Conditions are made available electronically in such a way that the Counterparty can save them onto a durable data carrier. Moreover, the General Conditions can be viewed via the relevant Website. In addition, at the first request, these General Conditions will be sent electronically or in another way to the Counterparty. A request to this end can be sent to info@AMFevents.com.

Clause 4 Amendments

- 4.1 AMF reserves the right to amend the General Conditions unilaterally. The amended version of the General Conditions will be clearly published on the relevant Website. The amended version of the General Conditions will be effective from the moment of publication.

§2 General Conditions with regard to admission tickets and event visits

Clause 1 Formation of the agreement

- 1.1 The agreement between AMF and the Visitor with regard to the sale and delivery of Admission Tickets and visiting an Event is concluded at the moment that the Visitor orders and/or buys an Admission Ticket for the Event from AMF or from an official (pre-)sale address engaged by AMF. These General Conditions are applicable to all Admission Tickets and form an integral part of the said agreement. By acquiring and/or using an Admission Ticket and/or entering the Event the Visitor accepts the contents of these General Conditions.

Clause 2 Admission Ticket

- 2.1 The Admission Ticket entitles the Visitor to access and attend the Event. The Visitor will only gain access to the Event upon presentation of a valid and undamaged Admission Ticket. The Admission Ticket will be given once and entitles one person to enter the Event. Only the Visitor who upon commencement of the Event is the first one to show the Admission Ticket will be given access. The Admission Ticket remains the property of AMF.
- 2.2 AMF assumes that the holder of this Admission Ticket is also the person who bought the Admission Ticket. AMF is not obliged to carry out further verification with regard to valid Admission Tickets. The Visitor himself must ensure that he becomes and remains the holder of the Admission Ticket provided by AMF or by a (pre-)sales address engaged by AMF. From the moment that the Admission Ticket has been provided to the Visitor, the risk of loss, theft, damage or abuse of the Admission Ticket rests on the Visitor.
- 2.3 AMF reserves the right to impose a maximum on the number of Admission Tickets to be ordered per person and the Visitor is obliged to observe the maximum number imposed by AMF.
- 2.4 AMF only guarantees the validity of the Admission Ticket if the Admission Ticket has been bought from AMF or from a (pre-)sales address acknowledged by AMF. The burden of proof of this rests on the Visitor.
- 2.5 The Admission Ticket entitles persons above the age of 18 (in words: eighteen) to enter the Event, unless explicitly stated otherwise. AMF will deny access to

persons below the age of 18 to the Event, without AMF being obliged to refund the admission fee.

- 2.6 If after having entered the Event or its location the Visitor leaves, the Admission Ticket will automatically lose its validity.

Clause 3 Prohibition of reselling the Admission Ticket

- 3.1 The Visitor is obliged to keep the Admission Ticket for himself. The Visitor is not allowed to resell the Admission Ticket and/or to offer it for sale to third parties for profit.
- 3.2 The Visitor is not allowed to advertise the Event or give any (other) form of publicity to the Event.
- 3.3 The Visitor is not allowed to transfer the agreement and/or rights arising from it to a third party unless this is for no consideration and not for profit. This stipulation has legal effect under property law. If the Visitor provides his Admission Ticket to a third party for no consideration and not for profit, he is also obliged to impose the obligations imposed on him as the Visitor as set out in the previous paragraphs of this Clause, on the person to whom he has made the Admission Ticket available. The Visitor guarantees to AMF that this person/these persons will fulfil these obligations.
- 3.4 If the Visitor does not fulfil his obligations under this Clause, the Visitor will owe to AMF a penalty immediately due and payable of €5,000.00 for each breach and €1,000.00 for every day that the breach continues, notwithstanding the right of AMF to claim from the Visitor specific fulfilment and/or compensation for the loss suffered or still to be suffered.
- 3.5 In that case AMF will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor (further) access to the Event, without the Visitor being entitled to repayment of the amount (including the service charges) which he paid to AMF for the Admission Ticket, whether or not via an official (pre-)sales address.

Clause 4 Obligations of the Visitor

- 4.1 AMF is entitled to body search the Visitor or have him body searched prior to entering and/or during the Event and the Visitor is obliged to have him or her body searched.
- 4.2 The Visitor is obliged to identify himself at the first request, during his visit to the Event as well as upon ordering the Admission Ticket, by presenting a valid proof of identity.
- 4.3 It is forbidden to possess or bring along to the Event any cameras, spray cans, sprays, selfie sticks, drones, glassware, plastic bottles, tins, (alcoholic)

beverages, food, drugs, flammable substances, fireworks, (fire) arms and/or other dangerous objects. AMF is entitled to confiscate these items. Any confiscated items shall not be returned but destroyed by AMF and/or a third party appointed by AMF.

- 4.4 Recording the Event without explicit prior written approval from AMF by means of professional recording equipment with a commercial purpose in any form whatsoever, including photography, filming and making audio and/or visual recordings is not allowed. This also applies to reprinting and/or copying items from the programme (booklet), posters and other printed works. If the Visitor acts in breach of this clause, AMF is entitled to confiscate these recordings and to destroy, use and/or exploit them at its sole discretion, notwithstanding the right of AMF to claim from the Visitor specific fulfilment and/or compensation of any damages thus suffered or still to be suffered.
- 4.5 If the Visitor has made recordings of a part of the Event by using non-professional recording equipment (such as a smartphone), these recordings are strictly for private use and they shall not be exploited in any way by the Visitor and/or made public for commercial purposes.
- 4.6 The Visitor is obliged to observe the (safety) regulations (including house rules) and/or directions of AMF, the operators of the location where the Event is held, the security personnel (security), the fire services and other authorised personnel. The Visitor is not allowed to harass and/or interfere with other visitors and personnel present during the Event. Neither is the Visitor allowed during the Event and/or the location of the Event to be publicly under influence (from alcohol, drugs or otherwise) and/or to urinate outside the designated public toilets. If at the place of the Event there is also a smoking ban, this prohibition will apply to all smoking materials, including electronic smoking products (e-cigarettes).

Clause 5 Denied access to Event

- 5.1 If the Visitor breaches one or more of the provisions as set out in these General Conditions, AMF is entitled to declare the Admission Ticket invalid, to deny the Visitor (further) access to the Event, to remove the Visitor from the location where the Event is held, to transfer the Visitor to the police and/or to claim compensation for any damages suffered or still to be suffered.
- 5.2 AMF at all times reserves the right to deny the Visitor any (further) access to the Event or to remove the Visitor from the location where the Event is held if AMF in its sole opinion or discretion deems this necessary to maintain public order and safety during the Event. This for example applies if a visitor wears or carries clothing, texts or signs which, in the opinion of AMF, may be offensive, discriminating, insulting to or cause aggression or unrest among other visitors.
- 5.3 If in the opinion of AMF it is likely that an Admission Ticket has been forged, AMF will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor any (further) access to the Event.

- 5.4 In the cases referred to in this Clause the Visitor will not be entitled to repayment of the amount that he has paid for the Admission Ticket (including the service charges) to AMF, whether or not via an official (pre-)sales address. In addition, in the cases set out above the Visitor cannot claim any compensation and/or any damages suffered.

Clause 6 Recording the Event by or on behalf of AMF

- 6.1 AMF is entitled to record the Event, which includes the right to make video and/or audio recordings, or have them made, of the Event, the Visitor and the other visitors of the Event. AMF is entitled to exploit and/or reproduce and/or publish these videos and/or sound recordings or have them published, in any form and in any way whatsoever. By entering (the location of) the Event the Visitor grants his or her unconditional consent to the making these recordings including the editing, publishing and exploitation thereof, without being entitled to any compensation.
- 6.2 Insofar as the Visitor has any right (including without limitation copyright, related rights and/or portrait right) with regard to the recordings referred to in this clause, the Visitor hereby transfers these rights to AMF unrestricted and the Visitor hereby relinquishes irrevocably his/her moral rights or the Visitor will not invoke them. Should this transfer in advance not be legally valid, the Visitor will be obliged at the first request of AMF to give the necessary written consent and/or to sign a transfer deed in which the said rights will be transferred to AMF and/or to any of its affiliated companies free of charge.

Clause 7 Tokens

- 7.1 Consumption vouchers and/or consumption tokens bought during the Event will exclusively be valid during the Event. Consumption vouchers and/or consumption tokens bought can not be exchanged.

Clause 8 Liability

- 8.1 The Visitor attends the Event at his own risk.
- 8.2 AMF does not accept any liability for hearing loss, vision loss, blindness and/or other physical injuries and/or damage to goods, such as - but not limited to - clothing, whether or not inflicted by other visitors to the Event. AMF explicitly advises the Visitor to wear ear protection during the Event.
- 8.3 AMF will only be liable for damage to the Visitor that is the result of negligence attributable to AMF.
- 8.4 The total liability of AMF hereunder is limited to compensation of reasonable, documented and direct out-of-pocket expenses and damages of the Visitor to

a maximum of the amount paid under the third party general liability insurance of AMF.

- 8.5 AMF's liability for indirect damage, including consequential loss, immaterial damages, lost profits, missed savings and/or damage due to business interruption, is excluded.
- 8.6 The Visitor is obliged to report any damages within 48 hours after the Event to AMF via info@AMF-festival.com or otherwise any right to claim damages is declined.
- 8.7 If AMF directly or indirectly engages any subordinates, non-subordinates, auxiliary persons, third parties and/or other persons in performing the agreement, any liability of AMF pursuant to Section 6:76 of the Dutch Civil Code, Section 6:170 of the Dutch Civil Code, Section 6:171 of the Dutch Civil Code and Section 6:172 of the Dutch Civil Code will be excluded and AMF will not be liable for damage caused by these persons.
- 8.8 AMF will endeavour to ensure that the Event will be performed as much as reasonably possible according to the time schedule and line-up announced. However, AMF cannot be held liable for any changes and/or deviations and for any damage that might arise from this for the Visitor. AMF can also not be held liable with regard to the way in which the artist performs and the length of the artists' performance. The start time stated on the Admission Ticket is with reservation.
- 8.9 The Visitor shall indemnify AMF against any claims by third parties with regard to the damage for which the Visitor will be liable by law towards these third parties. The Visitor shall compensate AMF for any damage including all legal costs incurred by AMF that might be the result of any claim by those third parties.

Clause 9 Force majeure

- 9.1 In the event of force majeure, AMF is entitled to reschedule the Event or to cancel it. Force majeure includes - without limitation - illness and/or cancellation of the performance by an artist, bad weather conditions, strikes, fire, collapse, fights, regulations imposed by the authorities, war conditions, terrorist threat and any other circumstances beyond the control of AMF.
- 9.2 If AMF cancels the Event due to force majeure before start of the Event or otherwise, the Visitor is entitled to a refund by AMF of not more than the entrance price stated on the Admission Ticket, regardless of the price paid by the Visitor for the Admission Ticket. If AMF cancels the Event due to force majeure during the Event (meaning: after start of the Event), the Visitor is entitled to a refund by AMF of not more than a reasonable part of the entrance price stated on the Admission Ticket to be determined by AMF. This right of the Visitor to a refund is valid for eight weeks from the date on which the cancelled Event should have taken place, to be exercised at a (pre-)sales

address after presentation of a valid, undamaged Admission Ticket which also demonstrates that it has been bought directly by the Visitor. This refund does not include service charges, which will not be reimbursed. The Visitor cannot have the Admission Ticket replaced by an admission ticket for another Event, unless this is offered by AMF for a individual case.

- 9.3 If AMF reschedules the Event due to force majeure, the Admission Ticket is valid for that new date and/or venue. If the Visitor cannot attend the rescheduled Event, the Visitor is entitled to a refund of the entrance price by AMF to a maximum of the entrance price stated on the Admission Ticket regardless of the price which the Visitor paid for the Admission Ticket. This right of the Visitor to a refund is valid for four weeks from the date on which the cancelled Event should have taken place, to be exercised at a (pre-)sales address after presentation of a valid, undamaged Admission Ticket which also demonstrates that it has been bought directly by the Visitor. This refund does not include service charges, which will not be reimbursed. The Visitor cannot have the Admission Ticket replaced by an admission ticket for another Event, unless this is offered by AMF for a individual case.

§3 General conditions for online purchases

Clause 1 Offer, Formation of Distance Contract

- 1.1 These General Conditions are applicable to any offer by AMF and to any Distance Contract between AMF and the Consumer with regard to buying and delivering Products and Digital Content.
- 1.2 The offer includes a complete and accurate description of the products offered, digital content and/or services and will specify in particular:
- a) the major characteristics of the items or the services;
 - b) the identity of AMF;
 - c) the geographical address where AMF is established and the telephone number, fax and e-mail address;
 - d) the total price of the items and/or services including all taxes, where appropriate, all extra freight, delivery or postage charges and any other costs;
 - e) the payment method, delivery, execution, the period within which AMF undertakes to deliver the item and/or service;
 - f) when a right to dissolve the agreement exists, the conditions, the period and the modalities for exercising this right according to Section 6:230o of the Dutch Civil Code, as well as the model form for dissolution;
 - g) the fact that the Consumer will have to bear the costs of returning the items in the event of the right to dissolve being exercised and, if the items by their nature cannot be returned via ordinary mail, the costs of returning the items;
 - h) if the right to dissolve the agreement is not provided for, the information that the consumer has no right of dissolution or, insofar as this is applicable, the circumstances in which the consumer renounces his right of dissolution.
 - i) a reminder of the existence of the statutory guarantee that the item delivered must conform to the agreement;
 - j) the existence and the conditions of assistance to the Consumer after the sale, of after-sale services and of commercial warranties;
 - k) insofar as this is applicable, the functionality of digital content including applicable technical security features;
 - l) insofar as is applicable, the relevant interoperability of digital content with hardware and software of which AMF is aware or can reasonably be assumed to be aware of.
- 1.3 Distance selling aimed at continuous or periodic delivery of items or services is excluded from a Distance Contract.
- 1.4 AMF is not bound by the offer if it contains an obvious error and/or fault.
- 1.5 The Distance Contract between AMF and the Consumer is concluded at acceptance of the offer by the Consumer. A constitutive requirement for this acceptance is the acceptance electronically of these General Conditions.

- 1.6 After conclusion of the Distance Contract in accordance with the previous clause 1.5, AMF will immediately confirm its receipt to the Consumer via e-mail. This e-mail shall include all the information as referred to in paragraph 2 of this Clause.
- 1.7 AMF is entitled to refuse an order after acceptance of the offer by the Consumer if in the opinion of AMF there is a reasonable chance that the Consumer will not fulfil his or her payment obligations and/or the Distance Contract cannot be carried out responsibly for any other reason.

Clause 2 Cooling-off

- 2.1 The Consumer can dissolve the Distance Contract with regard to the delivery of Products without stating the reasons up to a period of fourteen days after the date on which the Consumer received the Product.
- 2.2 The Consumer can dissolve the Distance Contract with regard to the delivery of Digital Content without stating the reasons up to a period of fourteen days after the date on which the agreement has been formed.
- 2.3 The Consumer will exercise this right by sending AMF the completed form for dissolution within the period stated in paragraph 1 (the cooling-off period) or by sending AMF a similar unambiguous statement within this period.
- 2.4 If AMF has not supplied the required information for dissolution to the Consumer timely, the (extended) cooling-off period will end twelve months after the termination of the (original) cooling-off period. If AMF has provided the Consumer with the said information within twelve months after the (original) cooling-off period commenced, the (extended) cooling-off period will expire thirty days after the date on which the Consumer received the required information on a durable data carrier.
- 2.5 The burden of proof with regard to the accurate and timely exercise of the right of revocation rests on the Consumer.

Clause 3 Rights and obligations in exercising the right of revocation

- 3.1 The Consumer shall return the Products received by him or her immediately or at the latest within fourteen days after issuing the statement of revocation.
- 3.2 The Consumer shall bear the direct costs of returning the Product.
- 3.3 During the cooling-off period the Consumer must handle the Product and the packaging with due care. The Consumer shall only unwrap or use the Product to the extent it is necessary to determine the nature, the characteristics and the operation of the Product. The Consumer is liable for any decrease in value of the Product that is the result of the use of the Product going beyond the provisions set out in this Clause.

- 3.4 After the dissolution of the Distance Contract AMF shall immediately or at the latest within fourteen days after the date on which the statement of revocation has been received, refund all amounts received from the Consumer, including the delivery costs. For the refund AMF will use the same payment method as used by the Consumer.
- 3.5 Unless AMF itself collects the Product delivered following dissolution of the agreement, the Consumer is entitled to the refund after receipt of the Product by AMF or after the Consumer provides proof of return of the Product, whichever is the earliest.

Clause 4 Exclusion of right of dissolution

- 4.1 The Consumer has no right of dissolution in the cases as referred to in Section 6:230p of the Dutch Civil Code, in particular in case of:
- a) the delivery of audio and video recordings and computer software (Products) the seal of which has been broken after delivery;
 - b) the provision of services in connection with leisure activities including the delivery of Admission Tickets and associated agreement with regard to visiting an Event;
 - c) the delivery of Digital Content insofar as:
 - 1) AMF started the performance of the Distance Contract with the explicit prior consent of the Consumer; and
 - 2) the Consumer stated that he or she renounced his or her right of dissolution.

Clause 5 Prices

- 5.1 All prices indicated on the Website are including VAT and excluding freight, delivery or postage charges. The costs for the use of means of communication are not passed on to the Consumer. AMF shall not increase the stipulated price within a period of three months after the Distance Contract has been formed. However, AMF reserves the right to change the prices in connection with a statutory VAT change.

Clause 6 Payment

- 6.1 The Consumer must pay the amounts due at the latest within 14 days after conclusion of the Distance Contract in accordance to the instructions provided by AMF and/or the payment service provider appointed by AMF.
- 6.2 The Consumer is obliged to pay the purchase price prior to AMF having to execute delivery of the items and/or services.

- 6.3 If the Consumer does not fulfil his or her payment obligation(s) timely, AMF shall grant Consumer a further period of 14 days to fulfil his payment obligations. At expiration of the extended payment term, Consumer will owe the statutory interest on the amount still outstanding and AMF is entitled to charge the extra-judicial collection expenses. These expenses amount to not more than: 15% on the outstanding amounts up to €2,500.00, 10% on the subsequent €2,500.00 and 5% on the next €5,000.00, with a minimum of €40.00.

Clause 7 Fulfilment, conformity, extra warranty

- 7.1 AMF guarantees that the Products and the Digital Content comply with the Distance Contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usefulness and the legal provisions and/or government regulations existing on the date on which the agreement is formed.

Clause 8 Delivery

- 8.1 AMF shall deliver the agreed Products and/or Digital Content to the Consumer at the latest within thirty days after the Distance Contract has been formed.
- 8.2 The delivery of Products will take place via regular mail. The place of delivery is the address specified by the Consumer.
- 8.3 The risk of damage to and/or lost Products rests with AMF up to the moment of delivery to the Consumer.
- 8.4 The delivery of Digital Content takes place by means of an internet connection in a file format customary at the moment of delivery. The Consumer is responsible for his access to a sufficiently fast internet connection and for having the required internet communication technology (ICT) equipment such as, but not limited to, a computer, tablet or smartphone, in order to be able to receive and play the Digital Content.
- 8.5 At the moment of delivery the Consumer will acquire the right to use, play, listen to and view the Digital Content (right of use). However, AMF reserves on behalf of itself and/or entitled third parties all intellectual property rights with regard to the Digital Content, such as, but not limited to, publishing, reproducing and (digitally) lending the Digital Content.
- 8.6 If the delivery of Products and/or Digital Content is delayed or if an order cannot be carried out or only partly, whether or not for technical reasons, the Consumer will be informed of this as soon as possible but at the latest within thirty days after the Distance Contract has been formed. In that case the Consumer will be entitled to dissolve the Distance Contract without any costs. After the dissolution AMF shall immediately refund the amount that the Consumer paid.

Clause 9 **Duty of complaint**

9.1 The Consumer is obliged to examine as soon as possible after the delivery whether the Product and/or the Digital Content complies with the Distance Contract. The Consumer can no longer invoke that the item which has been delivered does not comply with the Distance Contract if he has not informed AMF of this within a reasonable period after his discovery. A notice up to two months after discovery is in this connection considered as within due time.

§4 Final provisions

Clause 1 Personal details

- 1.1 AMF will process the personal details of the Counterparty in conformity with its privacy policy in accordance with the Dutch Personal Data Protection Act (*Wet Bescherming Persoonsgegevens*). This privacy policy can be viewed via the Website.

Clause 2 Other provisions

- 2.1 If one or more provisions in the General Conditions are invalid or is/are annulled, the remaining provisions will remain fully applicable. In that case AMF and the Counterparty will replace the invalid or annulled provision(s) by (a) legally valid provision(s) seeking as much as possible a connection with the original intent of the respective Clause.
- 2.2 AMF is at all times entitled to amend these General Conditions unilaterally.

Clause 3 Applicable law, competent court

- 3.1 These General Conditions and the associated agreement are exclusively governed by Dutch law.
- 3.2 Any disputes arising from or associated with the General Conditions and the associated agreement will exclusively - to the exclusion of any other court - be submitted to the district court of Amsterdam.

June 15, 2016