### **Terms and Conditions Foundation Dutch Juggling Convention**

- 1.1 These Terms and Conditions are applicable to any agreement between Stichting Nederlands Jongleerfestival (hereinafter: the NJF) and the person who buys a ticket (hereinafter: the customer) concerning the Dutch Juggling Convention (hereinafter: the event) regardless how it is made.
- 1.2 The location where the event is held (hereinafter: event location) is considered the actual place of the event as well as every terrain, spaces, fields etc. around it, that are part of the complex, wherein the event is held.
- 1.3 The customer is obliged to abide by the regulations (including house rules) and/or instructions of the NJF, the operators of the event venue, the security personnel, fire department and other authorized persons.
- 1.4 The NJF may at any time change or suspend these terms and conditions. The customer is timely informed to the changes by the NJF via the website <a href="https://www.nederlandsjongleerfestival.nl">www.nederlandsjongleerfestival.nl</a>.

## **Ticketing and Access**

- 2.1 The agreement between the NJF and the customer is concluded at the time the customer orders/buys tickets through the website <u>tickets.stichtingnjf.nl</u>. A ticket is recognized as soon as the customer has paid the amount due. A booking for a festival ticket is irrevocable to the customer.
- 2.2 Information, such as announcements and quotations, relating to the event and/or ticket will be provided as accurate as possible. Due to extra costs, e.g. reservation and/or payment, prices can be higher than the price printed on the ticket by the NJF. The NJF doesn't accept liability for any inaccuracies or omissions in the above-mentioned information provided.
- 2.3 Ticket(s) are provided to the customer once and only grants one-time access for the holder of the ticket (hereinafter: the visitor) to the event and event location. The tickets provided by the NJF are and remain the property of the promoter and are made available to the customer.
- 2.4 Only a purchase via the ticket system on <u>tickets.stichtingnjf.nl</u> guarantees validity of the ticket. The burden of proof rests on the visitor. The tickets are issued once per e-mail and must be shown at the entrance of the event.
- 2.5 The tickets are personal and may not be sold or transferred in any way to third parties. The NJF reserves the right to refuse a person entry with invalid tickets at all times. Only the visitor showing the ticket the first time at the start of the event will have access to the event.
- 2.6 The NJF assumes the visitor is the person who is entitled to the ticket. The customer himself should take care that he is the holder and thus admitted as a visitor.
- 2.7 From the time the ticket was made available to the customer, any risk of loss, theft, damage or abuse of the ticket lies with the customer.

- 2.8 At the entrance, the visitor receives a wristband, after display of a valid ticket and (if requested) a valid ID. This wristband needs to be worn during the entire event and should not be dismissed or transferred. The wristband must be presented at any time when requested by the NJF, any of its volunteers, the police or other competent authority.
- 2.9 In case of force majeure, in the broad sense of the word, including without limitation in this regard, sick and/or cancellation of the artist(s), strikes, fire, bad weather, epidemics etc., the NJF has the right to cancel the event.
- 2.10 If, as a result of or in connection with force majeure, the event will be canceled by the NJF, the NJF will only be required to refund the fee as mentioned on the ticket to the customer, regardless of the price paid by the customer for the ticket. Restitution will be made no later than twelve weeks after the canceled date. Service charges or other damages will not be reimbursed. Neither can the visitor claim access to another (replacement) event.
- 2.11 For the determination of the age of a visitor, which ensures the validity of the age-related ticket, the start date of festival is used.

## **Overnight**

- 3.1 Staying the night with a tent or caravan/camper is done at the appropriate campsite as indicated by the NJF. The campsite has been divided according to the standards set by the fire brigade and this will not be waived. In case of placement of tent(s), caravan(s) and/or camper(s) outside designated locations, the NJF will commit the owner(s) of the tent(s), caravan(s) and/or camper(s) to move to another location.
- 3.2 The campsite is part of the event location. Therefore, the conditions of 4.3, 4.4, 4.12 and 4.13 also apply.

#### **Event**

- 4.1 Visitors must adhere at all times to the (house) rules of the event and the instructions of the staff and authorities. If the NJF reasonably considers it necessary to maintain peace and order during the event, or on failure to comply with the (house) rules, it has the right to deny the visitor (further) access to the event and/or remove from the event location.
- 4.2 The NJF at all times reserves the right to ask for the ID. To enable the NJF to meet its legal obligations, visitors must identify themselves at the request of the NJF, police and/or other competent authority.
- 4.3 It is not allowed to bring pets to the event location. The NJF will in this case deny the visitor access to the event.
- 4.4 It is prohibited to bring drugs, fireworks, (fire) arms and/or other dangerous objects to the event location on penalty of confiscation of these matters. Illegal goods will be handed over to the police.

- 4.5 Visitors enter the event location and attend the event at own risk. The NJF is no liable for loss, theft and/or damage to property of visitors, consequential and immaterial damage.
- 4.6 The NJF is not liable or responsible for loss of hearing, loss of vision and other physical disorders that can potentially relate to the visit of the event.
- 4.7 The NJF will seek to ensure the program will proceed as much as possible according to the announced schedule. The NJF is not liable for any defects therein and the (possible) damage that this could cause to the visitor and/or third parties. Show times as stated on tickets are subject to change. The visitor is obliged to regularly check (<a href="www.nederlandsjongleerfestival.nl">www.nederlandsjongleerfestival.nl</a>) whether the start time is unchanged. Visitors should keep track of the times and changes on the website.
- 4.8 The NJF is not responsible or liable for any length, possible failure or cancellation of parts of the program.
- 4.9 Smoking, among which all kinds of tobacco including electronic, is not allowed in tents and (temporary) buildings, except for possible areas for smoking. Possible fines imposed to the NJF, as a result of infringement by the visitor, will be recovered from the visitor.
- 4.10 It is not permitted to bring and consume foods and drinks in the gym.
- 4.11 The NJF requests visitors to always be friendly to the volunteers of the event. If the visitors fail to do so, the NJF reserves the right to let visitors wear an ass hat.
- 4.12 It is not permitted to light fires on the event location and/or perform commercial activities, and/or in any way express oneself offensive, discriminatory or abusive or to wear or distribute such signs.
- 4.13 It is not permitted to cause excessive noise in any terrain, space or field surrounding the complex where the event takes place, after 22:00.
- 4.14 It is not permitted for visitors younger than 18 years to consume or bring alcohol and/or tobacco to the event. Therefore, every visitor will be provided with a wristband, as stated in 2.8, which co-acts as an indication for the age of the visitor.

#### Personal data

- 5.1 The NJF processes personal data of customers and visitors to its website in accordance with the Data Protection Act.
- 5.2 It is possible for video and/or audio recordings to be made during the event, that will be published or copied. The visitor gives unconditional permission to make the aforementioned recordings and operation thereof without the NJF or third parties having to pay a fee to the visitors. The visitor hands over any neighboring- and/or copyright- and/or image right without any limitation to

the NJF. Furthermore, the visitor irrevocably waives the right to invoke his/her moral rights.

# **Final provisions**

- 6.1 These terms and conditions are governed by Dutch law.
- 6.2 Any disputes, of any nature whatsoever arising between a visitor and the NJF following on (use or application of) these terms and conditions and/or related agreements, shall be exclusively submitted to the competent court.