

GENERAL TERMS AND CONDITIONS FOR VISITORS WE ARE FRESH

These General Terms and Conditions for Visitors are for the company with limited liability WE ARE FRESH BV, registered in the Trade Register with the Kamer van Koophandel under number 64115003, and apply to all Agreements concluded with Visitors of Events organized by it. These General Terms and Conditions for Visitors as well as the House Rules of WE ARE FRESH can be retrieved online and stored digitally or a special hyperlink in the emails from WE ARE FRESH employees and can be sent free of charge upon request.

Article 1 Definitions

- WE ARE FRESH:** the private company with limited liability WE ARE FRESH BV, established and doing business in (7521 SB) Enschede at Lambertus Buddestraat 68, with KvK number 64115003, engaged, among other things, in the provision of services in the field of performing arts and the organization and production of cultural events (or having this done), all in the broadest sense of the word.
- Admission fee:** the price for an Admission Ticket as also stated on the Admission Ticket, excluding any additional service, payment and/or administration costs.
- Admission Ticket:** proof, issued by or on behalf of WE ARE FRESH, showing the Visitor's permission to be at the Event Location;
- Agreement:** any contractual legal relationship between the Visitor and WE ARE FRESH that has been established in accordance with these General Terms and Conditions for Visitors and/or that results from them in connection with attending an Event, as well as any other provision or statement declared legally applicable in accordance with these General Terms and Conditions for Visitors to the (legal) relationship between the Visitor and WE ARE FRESH.
- Campsite:** the campsite or campgrounds specifically designated by or on behalf of WE ARE FRESH as applicable.
- Campsite Regulations:** any regulations/house rules of the owner of the Campsite that apply to the Visitor's stay on the Campsite.
- Customer:** a Visitor who acts in the exercise of a profession or business and who enters into an Agreement with WE ARE FRESH for the purchase of one or more Admission Tickets for the purpose of attending an Event as well as a person who is in or around the Event Location with a business purpose and who has concluded an Agreement with WE ARE FRESH, directly or indirectly.
- Event:** a (cultural) event, including a (musical) performance and/or other event, a concert, dance event, business event and/or a public or private event in which one or more persons participate, organized and/or facilitated by or on behalf of WE ARE FRESH at the Event Location.
- Event Location:** the location(s) where an Event takes place, which is utilized for the Event to be organized and/or facilitated by or on behalf of WE ARE FRESH, including any Campsite.
- General Terms and Conditions for Visitors:** these General Terms and Conditions for Visitors that apply to the Agreement between the Visitor and WE ARE FRESH.
- House Rules:** the House Rules of WE ARE FRESH that Visitors must always follow when visiting WE ARE FRESH Events.
- (Pre)sales address:** a (pre-)sales organization engaged for the sale of tickets for Events by or on behalf of WE ARE FRESH, including those where online/digital tickets can be purchased.
- Privacy Statement:** the privacy statement with privacy conditions in which the privacy policy of WE ARE FRESH is expressed, which can be consulted on the website for the relevant event and applies to any form of processing of personal data by or on behalf of WE ARE FRESH.

Social Media:	the social media channels specifically associated with the Website(s) and other (promotional) expressions of or on behalf of WE ARE FRESH that are registered in the name or for WE ARE FRESH.
Ticket:	a ticket issued by or on behalf of WE ARE FRESH showing the purchase of a service or product other than an admission ticket.
Visitor:	any natural person not acting in the exercise of a profession or business and who concludes an Agreement with WE ARE FRESH in the context of attending an Event as well as any person who is in or around the Event Location and who has concluded an Agreement with WE ARE FRESH, directly or indirectly.
Website(s):	the Website(s) of WE ARE FRESH associated with its events and any specific associated website(s) for Events registered in the name of or for WE ARE FRESH, including any associated special apps developed by or on behalf of WE ARE FRESH.

Article 2 Applicability

- 2.1 These General Terms and Conditions for Visitors apply to every Agreement concluded between WE ARE FRESH and the Visitor regardless of the manner in which this Agreement is concluded, as well as to every visit by the Visitor to the Event Location.
- 2.2 WE ARE FRESH has the right to change these General Terms and Conditions for Visitors in whole or in part at any time. WE ARE FRESH will inform the Visitor in good time of the changes to the General Terms and Conditions of Visitors by reporting this on its Website(s) and/or Social Media. If the Visitor is of the opinion that the changes are contrary to reasonableness and fairness, the Visitor must notify WE ARE FRESH within 10 (ten) working days of the notification, failing which the Visitor agrees to the changes.
- 2.3 WE ARE FRESH expressly rejects the applicability of any general terms and conditions of the Visitor.
- 2.4 The nullity of any provision of these General Terms and Conditions for Visitors does not affect the validity of the remaining provisions of these General Terms and Conditions for Visitors.
- 2.5 In addition to the General Terms and Conditions for Visitors, any (general) terms and conditions of the ticket service may apply to the purchase of an admission ticket.
- 2.6 In addition to the General Terms and Conditions for Visitors and the House Rules, any (general) conditions and/or house rules of the campsite concerned may apply to stays on a campsite designated by or on behalf of WE ARE FRESH.

Article 3 Offers and conclusion of the Agreement

- 3.1 Information, offers, notices, promotions and price statements relating to Events and/or (the sale of) Admission Tickets are (reproduced) or provided as accurately as possible by WE ARE FRESH and/or third parties, orally, by telephone, by e-mail, via the Website(s) or via Social Media. WE ARE FRESH accepts no liability for any inaccuracies or incompleteness in the aforementioned communications made by WE ARE FRESH and/or third parties.
- 3.2 An Agreement is concluded at the moment that the Visitor has purchased a(n) Ticket/Admission Ticket from WE ARE FRESH or a (Pre)sales address engaged by WE ARE FRESH, or has at least accepted an offer from or on behalf of WE ARE FRESH to obtain the same, whether or not for payment.

Article 4 Admission and Admission Ticket

- 4.1 Upon entering the Event Location and during the period that the Visitor is present at the Event Location, the Visitor must have a valid ID and a valid Admission Ticket and must show it at the first request of WE ARE FRESH employees, Event Location employees, security personnel, police and/or other competent authorities.
- 4.2 An Admission Ticket is issued to the Visitor in name once and gives one Visitor access to the Event and the Event Location. Only if and insofar as the option is offered by or on behalf of WE ARE FRESH in the context of the sale of an Admission Ticket to request a modification of the name on an Admission Ticket is it possible or not, at the discretion of WE ARE FRESH, to modify that name. WE ARE FRESH may impose (additional) conditions on a modification of the name on an Admission Ticket.
- 4.3 An Admission Ticket will only give the holder of the Admission Ticket access to the Event Location. It is the Visitor's own responsibility to ensure that he becomes and remains the holder of the Admission Ticket. If the Visitor cannot provide a corresponding ID at the entrance to the Event, WE ARE FRESH reserves the right to refuse the Visitor access. Admission Tickets are and remain the property of WE ARE FRESH.

- 4.4 An Admission Ticket may consist of a document issued by or on behalf of WE ARE FRESH or a barcode issued by or on behalf of WE ARE FRESH. The barcode is a unique code, which is provided to the Visitor via electronic communication (for example by email). If the Visitor has chosen to receive the Admission Ticket in this manner, the Visitor must ensure that this Admission Ticket can actually and securely be issued to him via electronic communication. WE ARE FRESH does not guarantee the confidentiality or receipt of the Admission Ticket.
- 4.5 Only purchase via WE ARE FRESH or (pre-)sales addresses engaged by it guarantees the validity of the Admission Ticket. The burden of proof of this validity rests on the Visitor. The Visitor may be denied access to the Event Location if it appears that the Admission Ticket has not been obtained from WE ARE FRESH or from a (Pre)sales address engaged by WE ARE FRESH.
- 4.6 In some cases, an Admission Ticket can be redeemed for an access band/wristband upon arrival at an Event Location. These bands give access to special products or services (e.g. camping, VIP) and are only provided once. In the event of loss or theft, WE ARE FRESH cannot be obliged to re-issue.
- 4.7 If the Visitor is entitled to a discount when purchasing an Admission Ticket, the Visitor must show the document entitling him to a discount.
- 4.8 From the moment the Admission Ticket is made available to the Visitor, the Visitor bears the risk of loss, theft, damage or misuse of the Admission Ticket. The Visitor is not entitled to reimbursement of the Admission Fee or any other compensation in the event of loss, theft, damage or abuse of the Admission Ticket, as well as in the event that the Visitor does not use the Admission Ticket for any reason whatsoever. Once an Admission Ticket has been obtained, it cannot be returned or exchanged.
- 4.9 The Visitor is not permitted to remove and/or change any information relating to copyrights, trademarks, logos, models, trade names and/or other industrial or intellectual property rights of WE ARE FRESH, its licensors and/or (pre-)sales addresses on the Admission Ticket.
- 4.10 WE ARE FRESH reserves the right to set a maximum number of Admission Tickets that may be obtained per (potential) Visitor; in that case, the (potential) Visitor is obliged to comply with this.
- 4.11 Tickets in connection with parking for an Event and/or commuting to and from an Event may, if applicable, be obtained from third parties engaged by or on behalf of WE ARE FRESH, under (co-)applicability of any (general) terms and conditions of those third parties.
- 4.12 WE ARE FRESH reserves the right to invalidate Admission Tickets if there is suspicion of fraudulent purchases. The buyer will be informed of this by email.
- 4.13 WE ARE FRESH reserves the right to invalidate Admission Tickets if the buyer repeatedly fails to respond to attempts at contact from WE ARE FRESH. The buyer will be informed of this by email.
- 4.14 Articles 4.1 through 4.13 above apply in full to Customers.

Article 5 Prohibition on resale of Admission Tickets

- 5.1 It is forbidden to sell, buy or have offered or have provided an Admission Ticket, whether or not in name, in any way whatsoever, to third parties in the context of commercial purposes. It is also prohibited to exceed any limit set by WE ARE FRESH as referred to in Article 4.10 of these General Terms and Conditions for Visitors, directly or indirectly, including by purchasing or arranging for the purchase of Admission Tickets via third parties and subsequently to sell, buy or have them offered or provided to third parties in any way whatsoever in the context of commercial purposes.
- 5.2 The Visitor is not permitted to advertise or cause to be advertised in any way in connection with the Event and/or any part thereof.
- 5.3 If the Visitor makes his Admission Ticket available to third parties, whether or not in name, for no charge and not in the context of commercial purposes, the Visitor is in that case obliged to fully impose all obligations of the Visitor arising from an Agreement or these General Terms and Conditions for Visitors on those third parties. The Visitor warrants that the aforementioned third parties fulfil and/or will fulfil all aforementioned obligations.
- 5.4 If the Visitor fails to comply with the obligations under this article, WE ARE FRESH is entitled to regard his Admission Ticket as invalid and the Visitor owes WE ARE FRESH an immediately due and payable penalty of €5,000.00 (in words: five thousand euros) per Admission Ticket and €250.00 (in words: two hundred fifty euros) per day that this violation continues, without prejudice to all other rights of WE ARE FRESH, including the right to additionally demand compliance and/or full damage compensation. The holder of an invalid Admission Ticket is not allowed access to the Event or the Event Location and is not entitled to any compensation.
- 5.5 Articles 5.1 through 5.4 above apply in full to Customers. WE ARE FRESH may nevertheless agree otherwise in writing with Customers.

Article 6 Liability

- 6.1 Travelling to and from the Event Location, whether or not using shuttle services, as well as entering, staying at and leaving the Event Location and attending the Event at the Event Location are entirely at the Visitor's own risk.

- 6.2 WE ARE FRESH is not liable and accepts no liability for any damage resulting from the cancellation, modification or relocation of an Event, nor for any other damage, for any reason whatsoever, which is the direct or indirect result of acts or omissions by WE ARE FRESH and/or the Event Location, of persons in (one of) their employ, or of other persons employed by or on behalf of (one of) them, or of third parties, during the Event or in connection with travel to and from or stay at the Event Location, unless the damage is the result of intent or gross negligence on the part of WE ARE FRESH.
- 6.3 WE ARE FRESH is not liable and accepts no liability for the way in which the programme of the Event, whether or not in modified form, is implemented, including the content and duration of the programme of the Event, such as, for example, stages and performances of artists.
- 6.4 If and insofar as WE ARE FRESH is liable to the Visitor for any damages suffered by the Visitor on any grounds whatsoever, this liability is always limited to direct damage and/or to the amount that will be paid pursuant to the statutory liability insurance of WE ARE FRESH, and only if it is legally obliged to do so. WE ARE FRESH is also only liable in such a case if the Visitor notifies WE ARE FRESH of the shortcoming in writing without delay, whereby a reasonable period is also set to still comply with the obligation and if WE ARE FRESH continues to fail to comply with that obligation even after that notice of default.
- 6.5 WE ARE FRESH cannot be held liable for loss of clothing and/or other property of the Visitor and does not accept any such liability. The use of lockers is entirely at the Visitor's own risk. WE ARE FRESH is not liable for damage to or loss or theft of property of the Visitor. If the Visitor can demonstrate with concrete evidence that loss of clothing and/or other property of the Visitor is solely the result of intent or gross negligence on the part of (staff of) WE ARE FRESH, WE ARE FRESH will pay that Visitor a fee in the amount of the purchase amount, with a maximum of €250.00 (in words: two hundred fifty euros) on presentation of a valid proof of purchase of the item(s) in question.
- 6.6 Items found will be collected by the organization and handled in different ways per event. Check the website of the relevant Event for more information.
- 6.7 The Visitor is expressly aware that loud music/special effects can be heard during the Event and at or around the Event Location. WE ARE FRESH advises the Visitor to protect his hearing during the Event with special earplugs and to give his hearing occasional rest by going to a space where no music is played.
- 6.8 WE ARE FRESH is not liable for any damage to parked vehicles and/or bikes (including scooters) and/or damage to, loss or theft of property of Visitor located in said vehicles and/or bikes.
- 6.9 Neither WE ARE FRESH nor the carrier employed by or on behalf of WE ARE FRESH shall be liable for any damage of whatever nature caused by missed connections to public transport or connections otherwise in the event of delay in or due to the use of shuttle transport.

Article 7 Cancellation or relocation of Event

- 7.1 WE ARE FRESH is entitled to change (parts of) an Event. Only in the event of cancellation of the Event as a whole will WE ARE FRESH refund the Admission Fee to the original buyer of the Admission Ticket at the written request of the Visitor, excluding the service, payment and/or administration costs.
- 7.2 WE ARE FRESH is entitled to cancel or move (parts of) an Event, including stages and/or performances of artists, for any reason. It is the responsibility of the Visitor to check whether (parts of) an Event is (are) cancelled or is (are) moved and what any new time or location becomes. In the event of cancellation or relocation, WE ARE FRESH will do its best to ensure that, as soon as it is aware of this, the Visitor is informed thereof. However, WE ARE FRESH cannot guarantee that the Visitor will receive this information before the start of the Event. WE ARE FRESH is not liable for any damage in this regard, and is not obliged to reimburse the Admission Fee for the Admission Ticket and any service, payment and/or administration costs and/or otherwise incurred costs.
- 7.3 If an Event is postponed by or on behalf of WE ARE FRESH to another date, for example as a result of or in connection with force majeure, the Admission Ticket shall remain valid for the new date on which the Event will take place. If the Visitor is unable or unwilling to attend the Event on the new date, the Visitor is entitled to return the Admission Ticket to WE ARE FRESH or to a (Pre)sales address engaged by WE ARE FRESH for a refund of the fee stated on the Admission Ticket, regardless of the price paid by the Visitor for the Admission Ticket. Service, payment and/or administration costs will not be reimbursed.

Article 8 House rules of WE ARE FRESH and third-party conditions

- 8.1 Unless otherwise agreed and/or stipulated in the House Rules, Visitors to the Event and the Event Location must in principle be at least 18 years old. Employees of WE ARE FRESH, the Event Location and/or the security personnel may ask the Visitor to identify themselves with a valid ID at any time. If and as soon as it appears that the Visitor has not yet reached the age of 18, the Visitor may, with the exception of the situation(s) as described in Article 8.18, be denied access to the Event and/or the Event Location, without the right to reimbursement of the Admission Fee and any service, payment and/or administration costs and/or otherwise incurred costs.

- 8.2 The House Rules of WE ARE FRESH and/or the Event Location apply to every visit by the Visitor to Events of WE ARE FRESH, in addition to any (general) terms and conditions of third parties engaged by or on behalf of WE ARE FRESH in the context of the Event, such as, for example, a parking manager, carrier or manager of a campsite or amusement park. Visitors are obliged to behave in accordance with these House Rules of WE ARE FRESH, and/or those of the Event Location and/or any (general) terms and conditions of third parties as well as the rules of good decency and morality applicable in society. If, in the opinion of employees of WE ARE FRESH and/or the Event Location and/or security personnel, the Visitor does not behave in such a way, the Visitor may be approached by employees of WE ARE FRESH and/or the Event Location and/or the relevant third party (or parties) and/or the security personnel. In the event of violation of the House Rules and/or said (general) terms and conditions or any repetition or continuation of conduct of the Visitor that is not in accordance with said House Rules and/or said (general) terms and conditions and the rules of good decency and morality applicable in society, the Visitor may be denied access to the Event and, if necessary, transferred to the police, without the right to reimbursement of the Admission Fee for the Admission Ticket and any service, payment and/or administration costs and/or otherwise incurred costs.
- 8.3 Unless explicitly agreed otherwise in writing and the Visitor can submit a valid written accreditation, the Visitor is not permitted to record the visit to the Event in a professional manner, in any form whatsoever, on any (digital) medium, including photographing, filming, or any other way of professionally taking sound and/or image recordings of (parts of) the Event.
- 8.4 WE ARE FRESH is entitled to make sound and/or image recordings of (parts of) the Event during an Event, including Visitors. The Visitor attending an Event:
- A: expressly agrees to the recording and/or (re-)use of his/her name, voice, portrait and /or image and persona by means of audio and/or image recordings, whether or not broadcast live and recorded, (re)broadcasting or other forms of disclosure, reproduction and/or distribution, in any way and via any media or technologies, known now and/or in the future;
 - B: expressly, irrevocably and unconditionally consents to the (re-)use as referred to in sub A), for an indefinite period, worldwide and for no charge;
 - C: holds neither WE ARE FRESH nor parties who use image and/or sound material for commercial or non-commercial purposes with the permission of WE ARE FRESH liable for the (re-)use of this image and /or sound material;
 - D: expressly waives his/her portrait and image rights to the persona vis-à-vis WE ARE FRESH and its licensees insofar as it concerns audio and/or image recordings in and around the Event Location in which he/she comes into recognizable view; and
 - E: acknowledges that a video surveillance system as well as GSM/4G/5G trackers may be operational and agrees that audio and/or image recordings of the Visitor may be made by or on behalf of WE ARE FRESH in the context of public order and security; and
 - F: acknowledges that any intellectual property rights, including copyrights and related rights, in respect of the image and/or sound material created by or on behalf of the Visitor, are vested in WE ARE FRESH in undivided ownership; at the first request of WE ARE FRESH, the Visitor shall, if not, fully cooperate with any formalities necessary to otherwise effect a transfer of rights or grant of rights; WE ARE FRESH shall at all times be entitled to use or have used the image and/or sound material created by or on behalf of the Visitor in any way whatsoever.
- 8.5 The Visitor is not permitted to distribute or have distributed promotional material, including samples, advertising and/or leaflets, on or in the vicinity of the Event Location without the express written permission of WE ARE FRESH, to the extent permitted by law. In the event of violation, WE ARE FRESH will be able to recover any cleaning and cleaning costs from the Visitor, and the Visitor owes WE ARE FRESH an immediately due and payable penalty of €5,000.00 (in words: five thousand euros) per violation and €5,000.00 (in words: five thousand euros) per day that this violation continues, without prejudice to all other rights of WE ARE FRESH, including the right to demand full damage compensation.
- 8.6 Smoking at the Event Location is in principle only permitted in the designated (smoking) area(s). Smoking is expressly prohibited outside the (smoking) area(s). WE ARE FRESH will make every reasonable effort to draw the Visitor's attention to the smoke-free character of (parts of) the Event Location/Site. WE ARE FRESH does not guarantee, however, that the Event is completely smoke-free. The non-smoking nature of the Event does not entitle the Visitor to a refund of the Admission Fee or any other compensation. If the Visitor violates the smoking ban, the Visitor will be immediately removed from the Event and Event Location if possible. Any fines imposed on WE ARE FRESH as a result of this violation of the smoking ban will be recovered from the Visitor.

- 8.7 WE ARE FRESH will do everything reasonably within its capabilities to ensure the safety of the Visitor at the Event Location as much as possible. In the context of safety at or around the Event Location, the Visitor is therefore obliged at the first request of employees of WE ARE FRESH and/or the Event Location, security personnel, police and/or other competent authorities:
- A: to cooperate with examination of clothing (frisking), both during access to the Event and the Event Location as well as during the stay at the Event and the Event Location;
 - B: to provide access to carried (hand/back/messenger) bag(s) both during access to the Event and the Event Location as well as during the stay at the Event and the Event Location; and/or
 - C: to pass a detection gate; and/or
 - D: to identify himself both during access to the Event and the Event Location as well as during the stay at the Event and the Event Location.
 - E: to cooperate with possible health tests related to (but not limited to) COVID-19.
- 8.8 WE ARE FRESH as well as its cooperation partners, including the Event Location and security personnel, have the right referred to in Article 8.7 (a) and (b) to search the Visitor to the Event and to search or have searched any (hand/back/messenger) bags brought. The Visitor who does not wish to submit to this may be denied access to the Event and the Event Location without the right to a refund of the Admission Fee or compensation otherwise.
- 8.9 The Visitor is not permitted (unnecessarily) to stay at emergency exits and locations at or around the Event Location where fire extinguishers hang or other fire protection and/or safety measures have been taken.
- 8.10 The Visitor is expressly not permitted to bring glassware, plastic bottles, cans, fireworks, drugs, guns or other weapons and/or other dangerous objects and/or substances (including aerosols and CS gas), food and/or (alcoholic) drinks and/or pets or other animals to, or to be in the possession of such at, the Event Location, under penalty of seizure of these goods or substances and/or transfer to the police. Items or substances seized will not be returned and may be destroyed.
- 8.11 Medicines, foods and liquids that are necessary due to allergy or illness may be brought in to the Event Location with a medicine passport. A medicine passport is available from any pharmacy, taking into account an application time of approximately 3 weeks. In addition, the Visitor is only permitted to bring medicines to the Event if and insofar as the medicines are still in the original and sealed packaging, are provided with the original package leaflet(s) and the Visitor can concretely demonstrate why these medicines must be used. If these conditions are not met or WE ARE FRESH has grounds to doubt the substances/agents/medications shown and/or intentions of the Visitor, WE ARE FRESH is authorized to take the substances/agents/medications and to deposit them in the designated container, without being obliged to reimburse the (value of those) medications. WE ARE FRESH accepts no liability whatsoever in this regard.
- 8.12 The Visitor is not permitted to affect and/or damage (the inventory of) the Event Location or the vicinity of this location in any way whatsoever. The Visitor is also not permitted to damage the image of WE ARE FRESH, its Events or any cooperation partners. If the Visitor causes damage in any way to (the inventory of) the Event Location or the vicinity of this location and/or the image of WE ARE FRESH, its Events as well as its possible cooperation partners, the Visitor is obliged to compensate for this damage.
- 8.13 The Visitor is obliged to follow instructions, regulations and/or instructions of employees of WE ARE FRESH and/or the Event Location, security personnel, the police and/or other competent authorities at first request. These instructions can also relate to the prevention of (undesirable) group formation, aggressive behaviour, immoral or offensive behaviour, discrimination, insult, threat, wearing provocative clothing, badges, headgear and flags etc.
- 8.14 WE ARE FRESH may, at its sole discretion, impose further conditions for access to an Event and the stay at the Event Location, whether or not in consultation with one or more of its cooperation partners such as carriers (shuttle traffic), law enforcement personnel, the fire brigade, police and other emergency services.
- 8.15 If the Visitor refuses to comply with the (security) regulations mentioned in this Article 8 and/or instructions or prohibitions otherwise given by or on behalf of WE ARE FRESH, the Visitor may be denied access to the Event and/or the Event Location and removed from the Event Location, without the right to any reimbursement of the Admission Fee for the Admission Ticket and any service, payment and/or otherwise incurred costs or any compensation otherwise.
- 8.16 Employees of WE ARE FRESH and/or the Event Location, security personnel, the police and/or other competent authorities may request the Visitor to come along at any time in the event of a violation as referred to in this Article 8. In that case, the Visitor will voluntarily cooperate with such a request at all times, without resistance, and can then be removed from the Event Location and may be asked to provide a copy of his valid ID to the person(s) concerned. The visitor will voluntarily cooperate with such a request, without resistance. WE ARE FRESH will then decide during or after the Event, whether or not in consultation with the relevant authorities, whether the Visitor will be denied one or more WE ARE FRESH Events.
- 8.17 Consumption vouchers or coins purchased during the Event or during the stay at the Event Location are only valid during the Event in question and can only be exchanged by the Visitor during the Event. WE ARE FRESH will never refund the purchase price of these vouchers or coins after the end of the Event. It is not possible to (resell) already purchased consumption vouchers or coins. Visitors are prohibited from reselling or having resold purchased consumption vouchers or coins.
- 8.18 If and insofar as it is expressly permitted by or on behalf of WE ARE FRESH for minors to attend the Event, the parents and/or guardians of the minors who attend the Event are fully responsible for these minor Visitors and these parents and/or guardians will independently supervise their minor and/or custodial children. In line with what is stipulated above in Article 8.1, WE ARE FRESH may always request prior identification from minor Visitors.
- 8.19 It is not permitted for minor Visitors to buy, carry, drink and/or attempt to obtain alcoholic beverages. WE ARE FRESH has the right to remove the Visitor who acts in violation of this Article from the Event Location without the right to

reimbursement of the Admission Fee for the Admission Ticket and any service, payment and/or administration costs and/or otherwise incurred costs.

- 8.20 The Visitor, regardless of his or her age, is not permitted to provide alcoholic beverages (whether or not for payment) to anyone who has not yet reached the age of 18. WE ARE FRESH has the right to remove the Visitor who acts in violation of this Article from the Event Location without the right to reimbursement of the Admission Fee for the Admission Ticket and any service, payment and/or administration costs and/or otherwise incurred costs.
- 8.21 These General Terms and Conditions for Visitors apply (in part) to the purchase of parking tickets for the Event and the parking of vehicles and/or bikes (including scooters) by Visitor during the Event. In addition, any (general) terms and conditions and house rules of the parking manager may apply. In general, parking is only permitted in the specially designated places and at the Visitor's own risk.
- 8.22 These General Terms and Conditions for Visitors apply (in part) to the purchase of tickets for the use of shuttle transportation to and from the Event Location. In addition, any (general) terms and conditions and house rules of the carrier may apply. In general, shuttle transport is at your own risk, access to shuttle transport is only possible on presentation of a valid ticket, smoking is not permitted in the means of transportation, and visitors must follow instructions from the carrier's staff. WE ARE FRESH does not refund unused transportation tickets.
- 8.23 These General Terms and Conditions for Visitors apply (in part) to the purchase of other Tickets (not being Admission Tickets, such as for lockers and camping-related items) as offered in the ticket shop of the relevant event.

Article 9 Force majeure

WE ARE FRESH cannot be held liable for damage to the Visitor that has arisen as a result of force majeure in the broadest sense of the word and does not accept any such liability. Force majeure also includes strikes, fires, extreme weather conditions, epidemics and all other circumstances independent of the will of WE ARE FRESH. In the event of force majeure, WE ARE FRESH has the right to postpone the Event to another date or to cancel the Event in whole or in part or to change (parts of) the content of the Event's programme.

Article 10 Privacy and personal data

- 10.1 By concluding an Agreement with WE ARE FRESH, (personal) data of the Visitor can be collected, recorded and stored in a data file. These (personal) data provided by the Visitor are processed by or on behalf of WE ARE FRESH.
- 10.2 The Privacy Statement of WE ARE FRESH that can be consulted on the Website(s) applies to the processing of the (personal) data provided by the Visitor. WE ARE FRESH handles the (personal) data obtained with care and processes them only in accordance with the Personal Data Protection Act.
- 10.3 When concluding the Agreement with WE ARE FRESH, the Visitor expressly consents to the processing of (personal) data in accordance with the Privacy Statement of WE ARE FRESH.
- 10.4 If image and /or sound recordings are made with security cameras during an Event and/or during the Visitor's stay at the Event Location, WE ARE FRESH may assign them to third parties, including the police and the judiciary, in the event of (imminent) disasters, violations and/or crimes.

Article 11 Complaints

WE ARE FRESH will do everything reasonably within its capabilities to make the Visitor's stay at the Event Location as pleasant as possible. WE ARE FRESH tries to minimize any inconvenience or inconvenience for the Visitor and to ensure the safety of the Visitor as much as possible. Should the Visitor unexpectedly have complaints regarding the implementation of the Agreement and/or the services of WE ARE FRESH, the Visitor may report this in writing by sending an e-mail to info@absolutelyfresh.nl. Complaints must be reported to WE ARE FRESH no later than within 7 (seven) days after the date of the stay at the Event Location.

Article 12 Disputes

- 12.1 These General Terms and Conditions for Visitors and all Agreements to which these General Terms and Conditions for Visitors apply are exclusively governed by Dutch law.
- 12.2 All disputes, of whatever nature, arising between a Visitor and WE ARE FRESH as a result of or in connection with the Agreement or further agreements to implement it will be submitted exclusively to the competent court in the district of Overijssel. Disputes between WE ARE FRESH and Visitors, including complaints as referred to in Article 11 of these General Terms and Conditions for Visitors, can alternatively be submitted to the Stichting Geschillencommissie Consumentenzaken (SGC), as part of the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr/>. Such complaints must be (also) addressed to info@absolutelyfresh.nl.

- 12.3 If the General Terms and Conditions for Visitors are also used in a language other than the Dutch language, the Dutch text prevails in the event of disputes about their interpretation.

Additional terms and conditions - Down payment

In the case of a down payment, the Visitor who has made the down payment will receive information within a reasonable period of time regarding the period of time within which the remainder of the Admission Fee must be paid (in full). WE ARE FRESH will send the Visitor an e-mail to the e-mail address provided. If the Visitor has not fulfilled the other financial obligations within the period set by WE ARE FRESH (maximum 7 days), the Visitor shall be legally in default. If the Visitor has not paid the full remaining amount to WE ARE FRESH on time, he/she shall not be entitled to a refund of the amount already paid.

Thus drawn up in Enschede, December 12, 2020