

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

1.1 "Organisation": Hudito Happy Hockey Days Committee, part of D.H.C. Hudito, having its registered seat in Delft and registered under Chamber of Commerce number: 40397480 also the (legal) persons entrusted with the organisation of an Event on its behalf.

1.2. "Event": any activity organised by the Organisation, including music parties, catering, festivals, parades and festival camping sites, all in the broadest sense of the word.

1.3. "Visitor": any (legal) person who has validly bought or obtained an admission ticket for an Event organised by the Organisation and any person who wishes to gain access to an Event with a valid admission ticket.

1.4. "Terrain": all buildings, spaces (whether covered or not), fields, squares, etc. forming part of the area where the Event takes place, also including the parking areas and approach routes.

1.5. "Admission Ticket": every (digital) document or barcode issued by or on behalf of the Organisation, which enables the Visitor to gain admission to a specifically designated Event.

1.6. "Token": coin issued by the Organisation, which Visitors may purchase for an amount which is determined by the Organisation, and which may be used as a deposit during the Event at places designated by the Organisation for that purpose.

1.7 "Team": pre-known assembled group of Visitors participating in the Event.

1.8. "Camping site": a site allocated to a Team by the Organisation upon entry, on which Visitors may stay overnight with tents and/or other modes.

Article 2. Applicability

2.1. These general terms and conditions apply to - and form an inseparable part of - every offer and every agreement relating to services or products of any kind to be provided by the Organisation, unless expressly agreed otherwise in writing.

2.2. These general terms and conditions also apply to agreements concluded with or through (or by mediation of) official (pre)sales addresses designated by the Organisation for that purpose.

2.3. These general terms and conditions also apply during the Event and to all (further) agreements which the Visitor concludes with the Organisation (such as the purchase of Tokens, drinks and food and merchandise).

2.4. These general terms and conditions can also be consulted (and saved) via the website of the Event and are available for inspection at the entrance of the Event.

2.5. House Rules may apply to an Event. The house rules can be consulted via the website of the Event concerned and are available for inspection at the entrance to the Event. The Visitor hereby expressly declares that he/she agrees to the house rules in question and also declares that he/she will behave in accordance with those house rules.

2.6. 2.6. The General Conditions were originally drawn up in Dutch. Obvious clerical errors, mistakes and/or any translation errors in the offers of the Organisation release it from the obligation of compliance and/or any obligations for compensation arising therefrom, even after the conclusion of the agreement.

2.7. If a Visitor also orders an Admission Ticket or Admission Tickets for third parties, the Visitor declares to be authorised to accept these general conditions on behalf of such third parties and to point out to such third parties the applicability of the general conditions.

Article 3. Ticketing

3.1. The agreement between the Organisation and the Visitor is concluded at the moment that the Visitor orders/purchases one or more Admission Tickets for an Event from the Organisation or from an official advance sales address designated for that purpose by the Organisation, or by the surrender of an Admission Ticket by a person in order to gain admission to the Event.

3.2. The Organisation shall provide the Visitor once with the Admission Ticket(s) for the relevant Event in a manner to be determined by the Organisation (e.g. by e-mail).

3.3. An Entrance Ticket issued entitles one person once to admission to the Event.

3.4. Only the holder of the Admission Ticket who first presents the Admission Ticket at the Event will be granted access to the Event. In respect of Admission Tickets, the Organisation is not obliged (but is authorised) to carry out further checks as to whether the holder is also the rightful owner.

3.5. The Visitor should ensure that the Visitor becomes and remains the holder of the Admission Ticket issued by the Organisation or an advance sales address engaged by the Organisation. From the moment the Admission Ticket has been made available to the Visitor, the Visitor shall bear the risk of loss, theft, damage or misuse of the Admission Ticket.

3.6 In addition to regular Entry Tickets, the Organisation may issue Introductory Tickets. Introductory Tickets entitle entry to a predetermined part of the Event.

Article 4. Prohibition of resale

4.1. The Visitor is not permitted to (re)sell, offer for sale and/or provide any Admission Ticket for an Event in the context of commercial purposes to third parties without the express written permission of the Organisation.

Commercial purposes means any sale in which the seller receives a higher amount for the tickets than the Organisation has set for those tickets. If any breach of the foregoing is alleged to have occurred, the Organisation shall be entitled to declare an Entry Ticket invalid without the Organisation being liable to refund any amount paid.

4.2. Without the written consent of the Organisation, it is not permitted under any circumstances to distribute any Access Tickets in online and/or offline raffles and/or sharing actions.

4.3. If this Article is violated, the Organisation shall be entitled to refuse the purchaser of the Admission Ticket admission to the Event and to recover all resulting damage from the Visitor in the manner as referred to in the first paragraph.

4.4 The above provisions also apply to Introductory Tickets.

Article 5. Admission to the Event

5.1. Only an original, valid and undamaged Entrance Ticket gives access to the Event.

5.2. The Organisation may decide to provide Visitors with an item (such as a wristband), by means of which it is easily visible whether and to which services the Visitor concerned has access, hereinafter referred to as "ID device". The Visitor expressly declares that he/she will cooperate with this. The Visitor must carry the ID device at all times during the Event and on the site in the manner indicated and may not break any seal. If the seal is broken and/or lost, the ID device loses its validity and the Visitor may be removed from the Terrain and denied further access.

5.3. When visiting the Terrain, the Visitor shall strictly follow the instructions of the present Organisation's persons and any further employees of police, fire brigade, GGD, security or other authorised bodies.

5.4. On or before entering the Terrain, on the Terrain and also during the Event, the Visitor may be searched. The Visitor expressly consents to this possible search and to the searching of luggage. If the Visitor does not cooperate, the Visitor will be denied access to the Terrain.

5.5. In order to gain access to the Event and/or the site, the Visitor must be in possession of valid proof of identity (passport, identity card or driving licence), which must be shown on request.

5.6. Minimum age of entry to the Event is 18 years, unless otherwise specified.

5.7. Admission to the Event is possible from opening time until closing time. The times are indicated on the Admission Ticket and/or on the website of the Event. The closing time is not necessarily also the end time of the Event.

5.8. The following items are not permitted on the Terrain, unless otherwise stated in the house rules of the relevant Event:

- food & drinks;
- glassware, sharp objects, (fire) weapons, laser pens; narcotics (drugs);
- pets;
- professional sound systems, generators, BBQs, cookers, refrigerators, tap systems, - large objects (such as couches), confetti/party poppers;
- clothing with discriminatory (such as nationalistic and/or racist), offensive and/or threatening signs or expressions;
- professional photographic, filming and other recording equipment.

5.9. It is only permitted to bring medication to the Event if:

- the medicines are still in the original and sealed packaging; and
- are provided with the original instruction leaflet; and
- it can be demonstrated why these medicines are being used.

If the aforementioned conditions are not met -or the Organisation has other grounds to doubt the medicines/medicines shown- then the Organisation is authorised to confiscate the medicines, without the Organisation being obliged to reimburse the (value of those) medicines, and deposit them in the appropriate bin.

5.10. The Organisation may confiscate (or have confiscated) items found as referred to in Article 5.9. Legal items -which are also valuable- can be collected after the Event. Illegal items will be handed over to the police. If illegal items are found, the Organisation may refuse the Visitor admission to the Event.

5.11. The Organisation follows the legal guidelines set by the Government regarding COVID-19. If a Visitor does not comply or does not wish to comply with these, admission may be refused.

Article 6. Payment and deposit system

- 6.1. Payment during Events and on the Terrain can only be made by PIN or designated NFC card, unless otherwise indicated by the Organisation.
- 6.2. Upon entry, each participating Team will receive a quantity of Tokens determined by the Organisation. These Tokens will be used as deposit system for cups and other bar items. Tokens are required for cups and/or other bar items. Upon return of cups and/or bar items, Tokens are returned to the Visitors. These Tokens are used as Deposit System for cups and other bar items.
- 6.3. Visitors can additionally buy Tokens on the Terrain. Purchased Tokens cannot be exchanged for cash.
- 6.4. Visitors are not allowed to (re)sell Tokens.
- 6.5. Tokens are and remain the property of the Organisation.
- 6.6. Upon entry, an amount determined by the Organisation may be requested as a deposit from Teams participating in the Event. This amount will be returned to the Teams when inspection by the Organisation shows that the used Camping Pitch has been left clean.

Article 7. Other provisions

- 7.1. Toilet facilities are available on the Terrain. These are accessible free of charge, unless otherwise stated. The Visitor is obliged to use those facilities. Defecating or urinating in places other than the toilet facilities is strictly prohibited.
- 7.2. Smoking is prohibited in all indoor locations/covered locations on the Terrain.
- 7.3. Throwing drinks or throwing objects is prohibited.
- 7.4. Taking property belonging to the Organisation is prohibited. Taking away property of the Organisation is considered theft. This will be reported to the police.
- 7.5. The Visitor is prohibited from behaving in such a way as to disturb order at the Event.
- 7.6. In the event of destruction of property of the Organisation or of third parties on or around the Terrain, this will be reported to the police.
- 7.7. It is prohibited to sell goods on or around the Terrain before, during and after an Event without explicit written permission from the Organisation.
- 7.8. Visitors who have not yet reached the age of 18 are not allowed to buy, carry, drink and/or attempt to obtain alcoholic beverages. The Organisation has the right to remove from the Terrain the Visitor who acts in violation of this article, without the Organisation being obliged to refund the entrance fee.
- 7.10. The Visitor, regardless of the Visitor's age, is not permitted to provide alcoholic beverages (for payment or otherwise) to anyone who has not yet reached the age of 18. The Organisation has the right to remove the Visitor who acts in violation of this article from the Terrain without any obligation to refund the entrance fee.

Article 8. Media and media equipment

- 8.1. During the Event, photo and film recordings may be made on behalf of (or with accreditation from) the Organisation. The Visitor explicitly agrees that image and/or sound recordings will be made of visitors (and therefore possibly also of the Visitor) to the Event on and around the Terrain and that these will be distributed and/or exploited through all possible forms of media.
- 8.2. Visitors are permitted to bring photographic equipment intended for consumers onto the Terrain during the Event and make use of it. Photo equipment intended for consumers is understood to mean digital compact cameras (with a normal and fixed lens), telephones with a photo camera and disposable cameras. It is not allowed to bring professional photographic equipment or accessories (such as an (extendable) tripod; which also includes, for example,

a GoPro Telescoping-Pole). Bringing a film camera is also not permitted. Whether there is any non-permitted equipment referred to in this article is solely at the discretion of the Organisation. If you doubt whether the photographic equipment you wish to bring is permitted, please contact the Organisation by e-mail prior to the Event.

8.3. In case of use by a Visitor of the equipment mentioned in Article 8.2 and not permitted on the Terrain, the Organisation is authorised to:

1. temporarily detain the equipment, until (at the discretion of the Organisation)
 - the Event has ended; or
 - any other time that is specified by the Organisation if there are reasonable grounds to do so; or
 - it is demonstrated by the Visitor that all recordings and any copies thereof have been erased; or
2. remove the Visitor who acts in violation of Article 8.2 from the Terrain without the Organisation being obliged to refund the entrance fee.

8.4. Professional (press) photographers and/or persons wishing to take photo or film recordings of an Event for commercial reasons must hold a valid accreditation from the Organisation.

8.5. Reproduction of and/or copying from the programme (booklet), posters, other printed matter and/or digital expressions of the Organisation or the Event without the express prior written consent of the Organisation is prohibited.

8.6. The Organisation is authorised to inspect whether the aforementioned articles have been violated and is also authorised to confiscate and/or destroy possible registrations.

9. Force majeure

9.1. In the event of force majeure, the Organisation has the right to cancel the Event or organise it on another date.

9.2. The term 'force majeure' as referred to in this article includes all unforeseen circumstances that have arisen through no fault or responsibility of the Organisation such as; changes to the programme or other force majeure situations such as weather conditions, epidemics, strikes, global health problems, terrorist threats etc.

9.3. If the Event is cancelled due to or in connection with force majeure, the Organisation shall refund the purchase price (excluding fees) of the Admission Ticket. The Visitor cannot claim any compensation or damages from the Organisation other than a refund of the purchase price. No refund will be made until the Visitor has surrendered an original, valid and undamaged Admission Ticket to the Organisation.

9.4. Contrary to Article 9.3, the Organisation is not obliged to refund tickets in situations such as cancellations due to illness, programme changes or other force majeure situations such as weather conditions, epidemics, strikes, global health problems, terrorist threats, etc.

9.5. No refunds can be made while the event is taking place.

Article 10. Liability

10.1. The liability of the Organisation is limited to compensation for direct damage, whereby the amount payable to the Visitor will never exceed the amount paid out by the Organisation's insurer in the case in question. The Organisation shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

10.2. The Visitor is a (legal) person acting in the exercise of a profession or business: the Organisation is only liable for damage suffered by the Visitor if and insofar as such damage

is the direct result of intent or deliberate recklessness on the part of persons of the Organisation.

10.3. Entering the Terrain and attending the Event is entirely at your own risk. Lockers for storing valuables are available on the Terrain - whether or not for a fee - unless otherwise indicated. The use of a locker is entirely at your own risk. The Organisation is not liable for damage to or loss or theft of the Visitor's belongings.

10.4. The Visitor agrees that loud music will be played during the Event. The Visitor is responsible for taking hearing protection measures as required. The Organisation advises the Visitor to give his/her hearing a rest from time to time during the Event by going to a room or place where no or less loud music is played and to wear hearing protection at all times.

10.5. Changes or deviations in the programme that take place after the purchase of the Admission Ticket do not entitle you to undo the purchase (e.g. by dissolution or destruction) and therefore also not to a (partial) refund of the purchase price.

10.6. The Organisation is not responsible for the way in which artists/acts fulfil their contribution to the Event.

10.7 The Organisation, in consultation with the Board of DHC Hudito, allows a maximum number of Visitors to an Event. Any liability with regard to exceeding the maximum number of Visitors is therefore limited to the case where and insofar as such damage is the direct result of intent or deliberate recklessness on the part of managers of the Organisation.

Article 11. Dissolution

11.1. The Organisation always has the right to dissolve all or part of the agreement with the Visitor. Dissolution in this case means that the order of Admission Tickets is cancelled. Purchased tickets are no longer valid from that moment on. When an order is cancelled, the full purchase amount (excluding the fee paid by the Visitor) will be refunded to the Visitor. The Visitor cannot claim any (damage) compensation other than the refund of the purchase amount. If an order is cancelled after an Admission Ticket has been issued to the Visitor, a refund of the purchase price will only be made after the Visitor has submitted an original, valid and undamaged Admission Ticket. This article does not apply when Article 9 applies.

11.2. If the Visitor acts in violation of the agreement (including these general conditions), the Visitor may, inter alia, be removed from the Premises and denied further access. In addition, the Visitor shall be liable for all damage resulting from his/her actions. The amount to be compensated by the Visitor to the Organisation shall be at least €150.00, even if the actual damage suffered by the Organisation would be lower.

Article 12. Personal data

12.1. The Organisation processes personal data of Visitors and of Visitors to its websites in accordance with the Personal Data Protection Act.

Article 13. Final provisions

13.1. These general terms and conditions are exclusively governed by Dutch law.

13.2. These general terms and conditions have been drawn up in Dutch and translated into English. In the event of any inconsistency between the Dutch version and the English translation, only the Dutch version shall be binding.

13.3. The District Court in The Hague shall have exclusive jurisdiction to take cognisance of disputes relating directly or indirectly to any agreement or legal act to which these general terms and conditions apply.

13.4. To the extent that, in the case of an agreement with a Visitor who is a consumer, the court designated in these terms and conditions does not have relative jurisdiction, the Visitor shall be entitled, within one month of the Organisation invoking this article in writing, to opt for settlement of the dispute by the court with relative jurisdiction under the law.