

Terms and conditions Airforce Festival B.V. for Visitor of Airforce Festival.

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CHAPTER 1 GENERAL

Article 1 Definitions

"Organisation": Organisation is Airforce Festival B.V., with the Chamber of Commerce number 66486602, the user of these terms and conditions in the agreement with the other party (the Visitor) in the context of access to the Event, and responsible for the organisation of the Event.

"Visitor": Visitor of an Event or the Website of Airforce Festival.

"Event": Any kind of Event, in this case, acting under the name of Airforce Festival - including a festival and all associated facilities - organised by Organisation in Netherlands and for which Organisation uses these terms against Visitor. Event is part of and is organised by Organisation and has its own activities, such as its own website.

"Agreement": The agreement between Organisation and Visitor, regarding use of the Website, the access to and the house rules during the Event.

"Ticket": Proof of access to the Event, both physically and electronically.

"Website": The website of Event or otherwise linked to Event.

Article 2 General provisions

2.1 These general terms and conditions apply to any legal relationship between Visitor and the Organisation.

2.2 These general terms and conditions are part of the Agreement.

2.3 The Agreement applies only to consumers and expressly not to professional parties. Visitor is always a consumer not acting from or on behalf of a job or a company, and is described in the law as "other party".

Article 3 Disclosure and application of these terms and conditions

3.1 These general terms and conditions have been filed with the Chamber of Commerce under number 66486602 and can be requested by any interested party.

3.2 These terms and conditions are also available and downloadable via the Website for Visitor.

Article 4 Changes to the general terms and conditions

These terms and conditions are subject to change. A modified version will be published on the Website and be submitted to the Chamber of Commerce. The amended terms shall apply from the date of publication. If Visitor does not wish to accept the amended terms, they must cease purchase of services or products by Organisation.

CHAPTER 2 PRIVACY POLICY AND WEBSITE

Article 5 Privacy provisions

5.1 Organisation respects the privacy of every Visitor to the website and the Event and ensures that the Visitor's personal data is confidential and treated with care.

5.2 Every Ticket needs to be personalized to ensure entrance at the event. If the name on the ticket does not match the name on the Visitors identification documents, the Organisation may deny entry of the Visitor. Organisation grants Visitor an option to change the name on the ticket online against a fee of 10% of the ticket prize. Personalization is used to fight black-market sales, in emergency cases and to inform visitors about the event and related cases. Visitor can at any moment ask Organization to delete the personal data.

Article 6 Use of Visitor data

On the Website, the Visitor gets to indicate whether Organisation may use their data to send information about upcoming events, publications, offers, campaigns and other websites of Organisation. After obtaining this consent, Organisation may share Visitor data with other companies that are part of the same group.

Visitor can also indicate whether they wish to receive information on activities of third parties, such as sponsors of Event or other affiliated companies. If such consent is given, Organisation may share Visitor data with these third parties. Visitor may withdraw this consent at any time by sending an email to Organisation with the text "withdraw permission for sharing my information with third parties in relation to Event".

Article 7 Confidentiality of Visitor towards third parties

7.1 Visitor does not make their username and password known to third parties and is at all times responsible and liable for the loss of this information. If a third party becomes aware of this Visitor data, Visitor must report this directly to Organisation.

7.2 Organisation is under no circumstances liable for, or can under any circumstances be held liable by Visitor for the loss of personal data of Visitor on the side of Visitor or for any damage that (possibly) results from such a loss on the part of Visitor.

Article 8 Security

8.1 Organisation takes security measures to protect the personal data of Visitor. As such, Organisation complies with the relevant laws and regulations. Organisation takes the necessary measures to ensure that only relevant parties that have obtained permission by Visitor or which are necessary for the performance of a contract can view and/or use the data.

8.2 Organisation is under no circumstances liable for property damage or damage due to identity fraud suffered by Visitor if a third party gains unauthorised access to the personal information of Visitor, when the unauthorised access took place despite the presence of measures/protection set by Organisation that can under the law and by reasonableness and fairness be expected of them, unless there is intent or gross negligence. The online transmission of personal data by Visitor is at own risk.

CHAPTER 3 VISITING EVENTS AND HOUSE RULES

Article 9 General

9.1 At visits to Event, Visitor is obliged to conform to conditions and rules of conduct set by Organisation.

9.2 Visitor accepts the contents of these terms and conditions by means of acquiring and/or use of a Ticket, entering the location of Event and/or by cognisance of this via the Website. This also applies when a Ticket is obtained via a third party in any way, shape or form.

9.3 Organisation displays house rules at or near the Event, also tailored to relevant specific circumstances of Event. Visitor is held to abide by these house rules under all circumstances. The consequences of a violation of any provision of this chapter of these terms and conditions apply accordingly to the consequences of a violation of a provision of the house rules mentioned in this article.

Article 10 Access

10.1 Organisation can limit the number of tickets Visitor can buy.

10.2 The physical version of the Ticket is provided once and provides access to only one person. The electronic version of the Ticket is provided only once per e-mail and provides access to only one person.

10.3 From the moment that the Ticket is supplied to Visitor, Visitor carries the risk and must account for loss, theft, damage or misuse of the Ticket.

10.4 Access to the Event is only obtained by showing a valid and undamaged Ticket, which may be scanned. Visitor who does not have a valid Ticket is denied access to the Event or to be removed from the location of the Event. A Ticket that does not recognise the access control system as such and/or yields an incorrect code is invalid or leads to expiration of validity of the Ticket, without right to a refund of the purchase price. Additionally, if a Ticket is in all likelihood fake, the Organisation is allowed to refuse or deny the holder of this ticket access to (the site of) Event. Visitor or the holder is not able to claim any compensation for damage or loss that this may cause them.

10.5 Access to Event is only possible for persons over 18 years of age. Organisation is not required to refund a Ticket, if Organisation denies or refuses Visitor access due to violation of the age minimum.

Persons who wish to attend Event may be asked, and are then required, to show a valid photo ID as a result of checks on said age minimum. Organisation may directly or indirectly copy the ID, including making a photocopy, for the purpose of maintaining public order and security, or at the request of competent (government) agencies.

10.6 Access is only given to the first holder of the Ticket which is scanned at the entrance to Event. Organisation may assume that the Ticket belongs to the holder. Organisation is not obliged to carry out any further checks to verify that the Ticket is valid. Visitor has responsibility regarding the Ticket purchased by them.

10.7 Visitor is only allowed in places the Ticket expressly entitles them to. Instructions on this subject by security staff, police, employees of Organisation and/or other competent authorities must at all times be followed immediately by Visitor.

Article 11 Refusal of access

In general, Organisation reserves the right to deny access or further access to certain persons at (site of) Event or to clear them from (site of) Event as deemed appropriate by them for maintaining the public order and security during Event. The same applies if Visitor carries clothing, texts or characters who, in the opinion of Organisation, can be considered offensive, discriminatory or may cause aggression or unrest of other Visitors, or undressing themselves during Event (including but not limited to, for example, exposing the upper part of the body). Additionally, if a Ticket is in all likelihood fake, the Organisation is allowed to refuse or deny the holder of this ticket access to (the site of) Event. Visitor or the holder is not able to claim any compensation for damage or loss that this may cause them.

Article 12 Transferability and resale

12.1 It is prohibited without the prior written consent of Organisation to directly or indirectly resell Tickets for Events or to use them for commercial purposes, including for promotion and/or advertising of items, as a prize in competitions or as part of packages (such as packages offered by bus companies, (bus) tour operators, travel agencies and ticketing bureaus), unless it concerns an individual transaction in the private sphere.

12.2 Organisation can enable a recognised (online) sales platform (e.g. an extra official sales channel) for Tickets to an Event. Visitor is not allowed to buy or to sell a Ticket to Event anywhere other than an official sales channel, unless there is an individual transaction in the private sphere.

12.3 Organisation can neither be held responsible nor can damage be claimed as a result of the sale or purchase of a Ticket to the Event (including the validity of a Ticket to the Event) by some other party than the sales channel designated by Organisation.

12.4 Visitor that transfers their Ticket for compensation to a third party, without commercial purpose, that is to say an individual transaction in the private sphere, remains (partly) responsible to Organisation for compliance with the conditions set out in this article.

12.5 If Visitor does not meet their obligations in this article and/or cannot ensure this, Visitor owes a direct fine of EUR 300.00 (three hundred euros) to Organisation per violation per Ticket and EUR 50.00 (fifty euros) for each day and per Ticket that the violation continues or has continued, without prejudice to the additional right of Organisation to demand compliance of Visitor and/or compensation of damage suffered or damage to be suffered.

12.6 The manner of sale of Tickets is, subject to the provisions of this chapter, also laid down in a specific regulation.

12.7 Organisation is entitled to void or cancel the Tickets without Visitor being entitled to a reimbursement of the amount they paid to Organisation for the Ticket (including service charge), directly or through an official sales channel.

13 Article 13 Body search

Organisation has the right to (have) a Visitor body searched prior to entering the location or during Event.

Article 14 Prohibited items

14.1 With risk of confiscation, Visitor may not bring professional equipment for photography, filming, sound and/or other recording equipment, no glassware, plastic bottles, drugs, cans, fireworks, sticks, chains, nitrous oxide, animals, weapons and/or other dangerous objects (including but not limited to spray cans or tear gas), or other items which, in the view of security personnel, police, employees of Organisation and/or other authorities having jurisdiction, is seen as containing discriminatory or provocative texts, pictures or shapes either to themselves or to another person, or have these in possession at the location of Event, or make use of these objects before or during an Event. Confiscated items will not be returned.

14.2 Visitor may not bring their own drink and food.

14.3 Consumption, use, trade, or possession of any narcotic drugs is strictly prohibited. Upon infringement of this the police may immediately be involved.

14.4 Confiscated items may be destroyed.

14.5 The on-location selling or offering, or having present for that purpose, merchandise, including (alcoholic) drinks, food, souvenirs, t-shirts (including the associated packaging, (plastic) glasses and the like), is allowed only if and to the extent that consent has been obtained from Organisation and under the condition that the Government required permits are available

14.6 Organisation reserves the right to ward off adverts from the location, including advertising associated with or resulting from direct or indirect advertising actions/advertising acts of a sponsor not directly affiliated to Event and/or Organisation.

14.7 The public should deposit waste, including of consumed drinks and food, in the appropriate containers.

14.8 It is forbidden to behave in a way that others may experience as provocative, threatening or offensive on the location of Event. Furthermore, it is forbidden to create any danger to the health or safety of oneself or others or to inflict harm upon others.

14.9 It is forbidden to climb light installations, fences, roofs, catwalks, canals, and other equipment or buildings on the location of Event.

14.10 The spreading or handing out of leaflets, flyers and/or goods at the Event and in its immediate vicinity is prohibited unless written permission has been granted by the Organisation.

Article 15 Non-Smoking Event

15.1 Visitor may not smoke during an Event in a covered place (such as, but not limited to tents, umbrella tent, etc.), unless this place is specifically designated as a "smoking area". Organisation shall take reasonable steps to inform the Visitors of the non-smoking nature of Event, but cannot

guarantee that Event will be fully non-smoking. Visitor is under no circumstances entitled to a refund of the entry fee or any other fee if Event is not completely non-smoking.

15.2 Any fines imposed on Organisation as a result of violation of the smoking ban are recovered from the relevant Visitor.

Article 16 Film and video footage

16.1 Recording (parts of) an Event in a professional and/or commercial manner, including photographing, filming, audio and/or picture recordings, as well as reprinting and/or copying the programme booklet, posters and other printed materials is not permitted without the prior, express, written permission of Organisation.

16.2 Visitor who is present at an Event:

- a) recognises that Event is a public Event;
- b) agrees with the recording and/or use of their name, voice, portrait and/or image, broadcast live or otherwise or recorded audio and video display, a broadcast or other form of distribution including photos or other current or future media technologies;
- c) gives unconditional permission for use as referred to in sub b) for an indefinite amount of time and around the world;
- d) does not hold responsible either Organisation nor parties who with permission of Organisation use image and/or sound material for commercial purposes, for the use of this image and/or sound material;
- e) waives their image rights, as far as footage in and around the location of Event is concerned in which they are recognisably visible in the image;
- f) recognises that a video surveillance system is operational, and agrees that by or on behalf of the Organisation security video footage of them may be made in the framework of public order and security. Under circumstances, Organisation may be required by competent enforcement or investigative agencies that have an appropriate jurisdiction or a court decision to offer live view of the footage or to release footage to the relevant services.

16.3 Organisation is authorised to (have) image and/or sound recordings made of Event and the Visitors and to reproduce these images and/or publish or arrange for the publication of these images in any form and in any manner. Visitor gives unconditional permission for the production of the aforementioned recordings, processing, publication and use of such, in the broadest sense. Visitor hereby irrevocably waives any interest they might have in the above recordings. To the extent that Visitor has any copyright, neighbouring rights and/or image rights to the above recordings, they assign these rights without reserve to Organisation and they hereby irrevocably waive their image rights and/or will not appeal them. Everything mentioned here as far as this is permitted by the law.

Article 17 Own risk

17.1 Visitor enters (site of) Event at own risk.

17.2 Visitor is explicitly aware that loud music will be played during Event. Organisation stresses the importance that Visitor gives their hearing the occasional break during Event by going to an area where no loud music is played and to wear hearing protection at all times.

17.3 Organisation is not liable for any damage caused by accessing (site of) Event and/or attending Event, including hearing loss and other physical disorders, unless it concerns gross negligence and/or intent by Organisation.

17.4 If Organisation is nevertheless held liable, then any liability will be limited to EUR 30,000.00 (thirty thousand euros) as a result of damage caused by personal injury or costs arising from the above entrance or

presence, such as, but not limited to, hearing, visual and other physical disorders of Visitor, as a result of any damages whatsoever, including those resulting from the actions of other Visitors, Organisation, its staff and/or third parties that have been enabled as exhibitors.

Article 18 Lockers

18.1 Organisation has the option to offer Visitor the possibility to rent a locker during Event. A locker is a storage area for objects, clothing, bags, money and/or valuables of Visitor, for which Visitor will receive a private key. With this key Visitor can open and close the locker.

18.2 Organisation has the ability to offer a voucher in presale, which can be used to pick up a key for a locker at Event. In case combination locks are used, Visitor receives the number of the locker and the corresponding code by e-mail a day before Event. Visitor is responsible for the voucher at own risk and account.

18.3 Organisation may hire a third party for the rental of lockers.

18.4 Organisation is under no circumstances liable for the loss and/or theft and/or use by a third party of the private key. In addition, Organisation is under no circumstances liable for damages due to theft from the locker. Use of the locker is at own risk of Visitor.

Article 19 Parking and Shuttle buses

19.1 Organisation will provide parking facilities and shuttle buses, the implementation of which can be outsourced to a third party.

19.2 Organisation has the ability to offer a voucher in presale, which Visitors can use to make use of the parking facilities or the shuttle buses. Visitor is responsible for the voucher at own risk and account.

Article 20 Tokens

20.1 Food and drink at Event may only be bought with tokens.

20.2 Tokens that are purchased during an Event are valid only for that Event.

20.3 Organisation has the ability to offer a voucher in presale, which Visitor can use to pick up the purchased tokens at an official checkout at Event. Visitor is responsible for the voucher at own risk and account.

20.4 Organisation will under no circumstances refund the purchase price of tokens at the end of Event. The tokens are also not redeemable for cash or new tokens.

Article 21 Force majeure

13.1 Force majeure is defined as force majeure in the broadest sense, which in this context includes disease and/or revocation of the artist(s), as well as (work) strikes, lockouts, work stoppages, war, danger of war, terrorism or threat thereof, civil war, riots, natural disasters, exceeding the delivery time by suppliers of goods or services, transport problems whether or not as a result of a shortage of means of transport or government measures, fire and other serious disturbances at the company of Organisation, bad weather conditions, situations that are the result of loss of permits or waivers, the circumstance that the supplier(s) and/or (sub)contractor(s) of Organisation do not fulfil their obligations or do not do so in timely fashion, loss, damage or theft of the Organisation's essential amenities and/or property, import or trade restrictions, etc.

21.2 Bad weather conditions are defined as the (impending) presence of heavy winds, thunderstorms, whirlwinds, extreme precipitation (rain, hail or snow) or other weather conditions that affect public order or the safety of people and/or property.

Article 22 (Partially) move or cancel event

22.1 Organisation may, in the event of force majeure within the meaning of these general terms and conditions, (partially) move or (partially) cancel Event.

22.2 If Event is (partially) moved or cancelled, Organisation will publish this circumstance as much as possible in the way it considers appropriate. In the case of complete cancellation, Organisation is only held to refund the price of admission at the request of Visitor, but not the booking or administration fees.

22.3 The refund will only be made within a reasonable time after the date of the cancelled Event, when Visitor provides a valid Ticket, as determined and announced by Organisation (or the party who processes the payment of the Ticket for the Event) through the channels announced by Organisation.

Article 23 Programme

Organisation will strive carry out the announced programme in accordance with the announced timetable as far as possible. However, Organisation is not liable for defects in this timetable and the resulting damage to visitors and/or third parties.

Article 24 Other rules

24.1 Visitor is obliged to adhere to the rules, internal regulations, any amendments to them and the instructions of Organisation, operators of the location of Event, the transport company of the shuttle bus, the security personnel, firefighters, police and other authorised parties.

24.2 Specific rules may apply on site or location of an Event which will be announced or made public. If possible the rules will also be published on the website prior to Event.

24.3 It is prohibited to carry property or belongings of the Organisation out from the event site; this includes remnants of food and beverages. In case of damage to our property or the property of the Organisation, you are liable for the repair, replacement and/or renovation costs.

Article 25 Sanctions

25.1 Visitor who in any way breaches the provisions of this chapter, other house rules or rules of conduct and instructions of Organisation, operators of the location of Event, security personnel, firefighters, police and other authorised parties may be refused access or removed from (any part of) the location of Event by the latter parties without prior notice or be handed over to the police.

25.2 When Visitor is in breach of the provisions of this chapter and other house rules and/or rules of conduct, Visitor loses any claim to a refund of the price paid by Visitor for the Ticket and any claim to compensation. In addition, Visitor cannot under any circumstances hold Organisation liable for any damage as a result of a circumstance alleging a violation of the provisions in this chapter and other house rules and/or rules of conduct (partly) caused by Visitor.

CHAPTER 4 CONDITIONS FOR SERVICES OR PRODUCTS PROVIDED BY THIRD PARTIES

Article 26 Payment of e-tickets

If Visitor purchases an electronic version of a Ticket for an Event, the payment for this product will typically be handled by a third party, enabled by Organisation. This third party uses their own general conditions related to Visitor as the purchaser of the Ticket, of which these conditions, as well as these general terms and conditions of Organisation, will apply to the agreement concerning the Ticket.

Article 27 Offers from exhibitors at an Event

Visitor can buy products or services offered by third parties/exhibitors at Event, such as foods, beverages or merchandise. Although these exhibitors are chosen by Organisation with care, they are no party to an agreement between Visitor and such third party. Organisation is under no circumstances liable for damages resulting from the purchase by Visitor of a product or service at a third party/exhibitor at the location of Event.

CHAPTER 5 FINAL PROVISIONS

Article 28 Rules

To the extent that Visitor does not fully and/or timely meet the rules of conduct, Organisation may, depending on the specific circumstances, suspend its obligations, break the contract without being liable for any compensation, or demand specific actions.

Article 29 Information on the Website

Although Organisation devotes a lot of care and attention to providing information on their Website, no guarantees can be given with regard to the nature and content of the information.

Article 30 Liability for information

30.1 Organisation is under no circumstances responsible towards Visitor or third parties for errors, (limited) information or details on a Website, except in the case of gross negligence or wilful misconduct towards Visitor. Organisation, its affiliates or third parties who are involved in the implementation of a service or agreement will under no circumstances be liable for any damages, costs, loss of profit, loss, consequential loss, loss of privacy or loss of information for direct or indirect use or operation of the Website.

30.2 In view of factors online which Organisation has no control over or could not reasonably exert control over, Organisation expressly cannot guarantee Visitor that the Website, parts thereof or associated features will function flawlessly or always function according to the description or are available for use. The same applies to the operation of the server that is used by Organisation. In view of factors the following may be considered. The (quality of) internet connection, the presence of hyperlinks to (unknown) websites of third parties, possible attacks by hackers or others, viruses, bugs or other errors or defects.

Article 31 Substitute clause

If and to the extent that any provision of these terms and conditions is in conflict with the law, this will not affect the other provisions of these terms and conditions. The provision in question will cease to exist and be substituted by a legal provision that is as close as possible to the content, scope and nature of the original provision.

Article 32 Governing law and jurisdiction

32.1 Dutch law is applicable to the agreement and terms and conditions.

32.2 The Court of Amsterdam shall have jurisdiction to hear disputes relating to the agreement and terms and conditions.