

## VISITOR TERMS AND CONDITIONS

### 1. GENERAL

1.1 These Visitor Terms and Conditions ("**Terms**") govern the relationship between the Event Organizer as event organizer and producer of Nobody Is Not Loved Festival (hereafter referred to as: the "**Event**") and consumers (i) purchasing products and services via the websites and webshops of the Event Organizer, and (ii) visiting the Event wherever the location of such Event may be ("**Visitors**").

1.2 Event Organizer: Diynamic Festival B.V.

1.3 Diynamic Festival B.V. (email at [info@nobodyisnotlovedfestival.com](mailto:info@nobodyisnotlovedfestival.com) or telephone on 020-6894714). Diynamic Festival B.V. is registered at the Chamber of Commerce in Amsterdam under registration number 81451903.

1.4 These Terms are made available on [www.nobodyisnotlovedfestival.com](http://www.nobodyisnotlovedfestival.com) and the Visitors have been given sufficient time and/or reasonable opportunity to ascertain the contents of these Terms before or during the purchase of the products and services of the Event Organizer. These Terms can and will be sent to anyone on request free of charge. This request can be submitted by e-mail at [info@nobodyisnotlovedfestival.com](mailto:info@nobodyisnotlovedfestival.com).

### 2. EVENTS

2.1 To attend the Events Visitors need a valid ticket, which can be purchased at the website and webshop of the Event Organizer ([www.nobodyisnotlovedfestival.com](http://www.nobodyisnotlovedfestival.com)). Tickets for Events may only be purchased and used by Visitors with a minimum age of 18 years. A valid ticket provides one time access to the Event. Re-entering the Event location requires a new valid ticket.

2.2 Visitors may be required to rent a bungalow or similar accommodation from a third party in order to purchase Event tickets. These tickets can only be used when payment to the accommodation provider is completed prior to the Event.

2.3 The Event Organizer has the right to deny Event access to Visitors (or remove Visitors from the Event):

(a) Who cannot demonstrate that they have a minimum age of 18 years, unless the website of the respective Event indicates otherwise;

(b) Who do not comply with the house rules set by The Event Organizer in relation to an Event (see Annex A), for instance in relation to alcohol and drug usage or possession, for which the burden of proof lies with the Visitor;

(c) If The Event Organizer deems necessary to protect the rights and interests of other Visitors, The Event Organizer or third parties, for instance following complaints.

2.4 Attending an Event (including travelling to an Event using transport services to and from the Event, including if transportation is offered by The Event Organizer) is at the Visitor's own risk.

2.5 Tokens, chips or other payment methods used during an Event are valid for that Event only without any reimbursement during or after the Event.

2.6 The Event Organizer is entitled to make images and/or sound recordings during Events, which can include recordings of Visitors. The Event Organizer is allowed to edit, disclose, multiply and live-stream these recordings or exploit them otherwise.

2.7 Without the prior written consent of The Event Organizer, Visitors are not allowed to make image and/or sound recordings during the Event, including photographs, films, reproductions of and/or copies of parts of the program, posters and other printed matter.

### **3. USE OF THIRD PARTY SERVICE PROVIDERS**

3.1 The Event Organizer uses third party product or service providers in relation to Events, including:

- (a) Transportation providers, such as tour operators that provide transport to Event locations;
- (b) Product or service providers at Event locations, such as locker service providers or stand operators;
- (c) Third party payment providers, such as in relation to purchasing Event tickets; and
- (d) Accommodation providers, such as in relation to certain Events.

3.2 Visitors enter into direct relationships with such third parties for which The Event Organizer accepts no liability.

### **4. PURCHASE**

4.1 The Event Organizer makes reasonable efforts to ensure the price as indicated on the website is correct. During the purchase process and before acceptance of the offer The Event Organizer will communicate to Visitors:

- (a) The total price including delivery costs and the VAT, subject to any changes to the rate of VAT;
- (b) The available methods and costs for delivery;
- (c) Any supplementary costs, in case the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery.

4.2 In case the rate of VAT changes, the new price will apply directly from the day the legislative change has become effective.

4.3 Online payment services are provided by third party payment providers who will inform Visitors in advance of acceptable payment methods, for instance credit card, IDEAL or bank transfer. Acceptable payment methods depend per third party payment provider.

4.4 Visitors have only completed the purchase and entered into an agreement with The Event Organizer when:

- (a) the instructions on the website have been followed and all of the required information has been provided;
- (b) the offer, including these Terms, and the payment obligations have been accepted;

(c) the third party payment provider has successfully received the required payment in full from the Visitor; and

(d) the completed purchase is confirmed to Visitors by email.

## **5. (DOWN)PAYMENT**

5.1 The Event Organizer is entitled to request for a down payment.

5.2 In the event that a down payment is required, the Visitor who has purchased the ticket and has paid the down payment will receive as soon as reasonable possible the information regarding the period within which the full ticket price must be paid. The Event Organizer will inform the Visitor in due time by e-mail (to the e-mail address known to her).

5.3 If the Visitor has not fulfilled the other financial obligations within the period stated by the Event Organizer in the e-mail mentioned in article 5.2, the Visitor is in default by operation of law. In that case, the Visitor has no right to be reimbursed for the amount already paid in advance.

## **6. DELIVERY**

After providing the Visitor with a confirmation of the purchase The Event Organizer will deliver the product(s) or service to the Visitor within a maximum of 30 days using the standard delivery method, unless agreed otherwise.

## **7. CONFORMITY**

7.1 The Event Organizer makes reasonable efforts to:

(a) deliver products and services in conformity with the description on the website and the quality and quantity as listed in the virtual shopping cart of Visitors;

(b) ensure that sizes, colors and quantities meet the general accepted level of conformity with the description on the website, unless agreed otherwise.

The Event Organizer cannot guarantee that delivered products and services will be fully compliant with the expectations of the Visitor. All product pictures and descriptions on the website are for illustrative purposes only.

7.2 The Event Organizer organizes specific programs for Events, which are described on the website. The Event Organizer will undertake reasonable efforts to execute the program of the Event according to plan and as announced. However, The Event Organizer is not able to completely guarantee that the execution of the program of the Event is as described, for example with regard to the length or quality of the performance or in case of force majeure.

7.3 The Event Organizer makes a reasonable effort to inform Visitors about the smoke-free character of indoor Events. However The Event Organizer can't guarantee that indoor Events are 100% smoke-free.

## **8. FORCE MAJEURE EVENTS; EVENT CANCELLATION OR CHANGE OF EVENT DATE**

8.1 In case of force majeure events, including cancellation by artists or DJ's booked for an Event, public interventions, withdrawn Event permits, strikes, failing devices, pandemics (also including cancellation of an Event as a direct or indirect result of a pandemic, for example as a result of a relatively too small amount of tickets being sold ), natural phenomena such as extreme weather or other circumstances, The Event Organizer is entitled to cancel, change or amend Events, Event dates, Event locations as it deems necessary.

8.2 In case an Event will be moved to another date as a result of or in relation to force majeure, the ticket will remain valid for the new date on which the Event will actually take place.

8.3 In case an Event will be cancelled due to force majeure and article 8.2 is not applicable, the Visitor will be entitled to a refund of the paid ticket price. Service and handling costs will not be refunded.

## **9. LIMITATION OF LIABILITY**

9.1 To the maximum permitted under Dutch law, The Event Organizer excludes all liabilities in relation to: (i) third party service providers, (ii) force majeure events, (iii) cancelled, changed or amended Events, Event dates, Event locations, (iv) conformity of products or services, and/or (v) denying access to Visitors of Event locations or removing of Visitors from Event locations, unless the Visitor proves the intent or gross negligence of the Event Organizer

9.2 In any event, the maximum liability of The Event Organizer will be reimbursement of the price paid to The Event Organizer in relation to an Event or a product or service from the Event Organizer. Consequential and/or immaterial damages / costs are excluded.

## **10. RIGHT OF WITHDRAWAL**

10.1 Visitors who purchased products of the Event Organizer, such as merchandize, have the right to withdraw from the purchase contract without giving any reason, for instance if products do not meet Visitor expectations.

10.2 Visitors must communicate withdrawal to The Event Organizer within 14 days after receiving the product(s) (or in the event of partial delivery, receiving the last product) by sending an email to [info@nobodyisnotlovedfestival.com](mailto:info@nobodyisnotlovedfestival.com) and/or using the form attached as Annex B. The Event Organizer shall provide a confirmation of withdrawal by email upon receipt of the communication.

10.3 After The Event Organizer has received and confirmed the notification of withdrawal from the Visitor by email, the product(s) have to be returned by the Visitor within 14 days. The costs for the return are to be paid by the Visitor.

10.4 The burden of proof of exercising the right of withdrawal in a correct way and on time is on the Visitor.

10.5 The Event Organizer will reimburse products of the Event Organizer to the Visitor within 14 days after being informed about withdrawal by email by providing:

(a) the total amount it has received from the Visitor for the purchased product(s); or

(b) a reasonable and appropriate lower amount when the value of the product is reduced due to how the product is handled, for example in a way that would not be allowed in a shop. Visitors are only allowed to investigate the product(s) as far as necessary to determine whether the nature, characteristics and functioning of the product(s) meet the expectations.

10.6 The Event Organizer shall reimburse the product(s) by using the payment method which has been chosen by the Visitor during the purchase, unless agreed otherwise. If the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery The Event Organizer will not reimburse the supplementary costs.

10.7 Visitors **do not** have the right to withdraw from purchase contracts regarding services:

(a) related to leisure activities if the contract provides for a specific date or period of performance, such as Event tickets; or

(b) that have been fully performed if the performance has begun with the Visitor's prior express consent, and with the acknowledgement that the Visitor will lose the right of withdrawal once the contract has been fully performed by The Event Organizer.

## 11. APPLICABLE LAW AND COMPETENT COURT

11.1 The Terms are governed exclusively by Dutch law, whereby the competent court of Amsterdam shall have exclusive jurisdiction.

## ANNEX A – HOUSE RULES

The Event Organizer has house rules to make sure that Events pass by safe and peaceful. Attending Events means that the Visitor agrees to these house rules and acknowledges applicability of these house rules.

Visitors are required to follow these house rules and any directions during the Event by:

1. (a) The Event Organizer staff;
2. (b) Security staff, attendants, fire brigade, the police or any other authorized persons; and
3. (c) Transport and location operators.

The Event Organizer has the right to deny Event access to Visitors or remove Visitors from the Event who do not comply with the house rules. Once removed, Visitors will not be allowed to re- enter the Event.

Breach of the house rules may trigger The Event Organizer to inform police.

- 1 **Minimum Age of 18.** Visitors (assumingly) under the age of 18 will not be allowed access to Events or will be removed from Events.
- 2 **Zero tolerance on prohibited products, including weapons and drugs.** Any possession of prohibited products (see below) is prohibited and reason to deny Event access or remove a Visitor from the Event. The same applies to Visitors (assumingly) under the influence of drugs. Security staff may request Visitors for permission to search for unlawful products. Refusal to cooperate with a search request could result in denial of Event access or removal from the Event.
- 3 **Zero tolerance on alcohol when accessing Event.** Visitors (assumingly) under the influence of alcohol will not be allowed access to Events or will be removed from Events.
- 4 **Zero tolerance on unwanted behavior.** Visitors (assumingly) demonstrating the following behavior will not be allowed access to Events or will be removed from Events: (i) **urinating or smoking outside the designated facilities or areas**, (ii) putting down, hiding or keeping goods outside the designated lockers, (iii) distributing flyers, promotion material or any other (free) goods at or nearby Events, (iv) selling or providing any product or service at Events without prior consent of The Event Organizer, (v) using lockers to keep prohibited products, (vi) using a toilet cabin with multiple people, (vii) climbing a stage, gate, fence, staging or any other object or enter any artist or staff entrance or area which is prohibited to access for Visitors, (viii) having (top and/or bottom) body part(s) exposed during Events, and/or (ix) bringing damage to any item, object, or element which is part of Events.
- 5 **Medication requires physician's statement.** Visitors should bring a signed physician's statement to be allowed to bring prescribed medication on medical grounds to the Event.
- 6 **Additional rules in line with government measures (Covid-19).** Visitors may be required to follow additional rules in line with government measures, including but not limited to wearing a mask, a negative Covid-19 test result or vaccination etc.
- 7 **Payment methods valid during Event only.** Tokens or chips or other payment methods purchased during the Event are only valid during that specific Event.
- 8 **Wear earplugs during Event.** Loud music will be performed at Events. Earplugs can be brought to or purchased at Events, which help lowering the impact on hearing. Visitors should not stand nearby or in front of speakers from which music is played.
- 9 **No usage of professional recordings devices.** Visitors are allowed to take photos or make recordings using the smartphone, unless used for commercial exploitation. Using professional recording devices is not allowed.

**Unlawful products.** The following products are **forbidden to bring to an Event or have available at an Event** location: (i) (semi-) professional photo, film, sound and/or other recording devices of any sorts, (ii) glassware, plastic bottles, beverages, foods, all kind of narcotics or drugs (even in small amounts), (iii) tin, fireworks, weapons and/or dangerous objects, including objects that may be used as a weapon or may be dangerous or annoying, and (iv) obscene or discriminating clothing or texts on clothing, clothing clearly referencing to a specific soccer team, motor club or criminal or strict religious organization, clothing that covers the face, flags or similar objects. Of course, bringing an animal is forbidden as well.

## **ANNEX B – MODEL FORM FOR WITHDRAWAL**

To (the Event Organizer):

Dynamic Festival B.V.

Helicopterstraat 25

1059 CE Amsterdam

[info@nobodyisnotlovedfestival.com](mailto:info@nobodyisnotlovedfestival.com)

020-6894714

I hereby give notice that I withdraw from my contract of sale of the following goods / for provision of the following service:

Ordered on:

Name of consumer:

Address of consumer:

Date: