

GENERAL TERMS AND CONDITIONS 4PM WINTER B.V.

Article 1. Definitions

1.1 In these General Terms and Conditions, the following definitions apply:

- **"ART BELOW ZERO"**: The private limited company 4PM WINTER B.V., registered at Egelenburg 2, 1081 GK, Amsterdam, and registered with the Chamber of Commerce under number 78216567, being the user of these General Terms and Conditions;
- **"Accommodation(s)"**: The official accommodation location for the Event, offering various lodging options including vacation homes, camping, and other sleeping arrangements;
- **"General Terms and Conditions"**: These general terms and conditions of **ART BELOW ZERO** including attachments;
- **"Bus Travel Agreement"**: The agreement whereby **ART BELOW ZERO** commits to providing its Visitor with a pre-organized bus trip offered by **ART BELOW ZERO**;
- **"Consumer"**: The natural person who does not act in the exercise of a profession or business;
- **"Event"**: An activity organized by or on behalf of **ART BELOW ZERO**, including but not limited to a musical and/or recreational event such as a music performance, concert, show, festival, or party, in the broadest sense of the word;
- **"Customer" and/or "Visitor"**: The natural person or legal entity who has validly purchased or obtained a Ticket to attend an Event. Each visitor to the event forms an agreement at the moment they have their Ticket scanned at the entrance of the Event and thereby gain entry;
- **"Location"**: The building, (covered) space, field, square, terrain, etc., where the Event takes place, including parking lots and access routes adjacent to it;
- **"Ticket"**: A (digital) admission ticket issued by or on behalf of **ART BELOW ZERO** for an Event;
- **"Ticketing Organization"**: The company engaged by **ART BELOW ZERO** to facilitate the online sale of Tickets through the Website;
- **"Pre-sale Organization"**: The company engaged by **ART BELOW ZERO** that sells Tickets via its own website to Customers for Event attendance, including the box office of an external Location where the event is held;

- **"Website"**: The website www.artbelowzero.nl, where Customers can electronically order Tickets from **ART BELOW ZERO**.
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Article 2. Identity of ART BELOW ZERO

2.1 **ART BELOW ZERO**: The private limited company 4PM Winter B.V., the user of these General Terms and Conditions.

- Address: Egelenburg 2, 1081 GK, Amsterdam.
 - Phone number: 020 370 46 33
 - Email address: info@artbelowzero.nl
 - Chamber of Commerce number: 62574884
 - VAT number: NL861306181B01
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Article 3. Applicability

3.1 These General Terms and Conditions apply to every order placed by the Customer and to every agreement made between **ART BELOW ZERO** and the Customer.

3.2 These General Terms and Conditions also apply during the Event for all Visitors of the Event.

3.3 By purchasing a Ticket, attending the Event with a Ticket, and/or entering into any other agreement with **ART BELOW ZERO**, the Customer agrees to these General Terms and Conditions. The General Terms and Conditions also apply if the Ticket was obtained through a third party.

3.4 Before the agreement regarding the purchase and delivery of a Ticket between the Customer and **ART BELOW ZERO** is concluded, the text of these General Terms and Conditions is made available to the Customer. Additionally, these General Terms and Conditions are always available on the Website.

Article 4. Formation of Agreement

4.1 The agreement between **ART BELOW ZERO** and the Customer is formed when the Customer places an order with **ART BELOW ZERO** via the Website, the Ticketing Organization, or the Pre-sale Organization based on the offer from **ART BELOW ZERO**, whereby the Customer accepts the offer and meets the associated conditions.

4.2 If the Ticket was obtained through a third party, an agreement is formed between the Customer and **ART BELOW ZERO** when the Customer uses this Ticket to access the Event.

Article 5. Purchase of Tickets

5.1 The Customer can order one or more Tickets as described on the Website, by the Ticketing Organization, or the Pre-sale Organization.

5.2 The Customer is responsible for providing the necessary information to complete the correct Ticket order. Before confirming their reservation, the Customer should always check whether the correct Tickets have been reserved. The Customer must always use a correct (email) address when making the reservation.

5.3 All offers, (program) announcements, and price quotes from **ART BELOW ZERO** are non-binding unless explicitly stated otherwise and may be withdrawn by **ART BELOW ZERO**.

5.4 The prices listed on the Website are in Euros and include VAT. When ordering a Ticket via the Website, the Ticketing Organization, or the Pre-sale Organization, additional service charges may be billed to the Customer. These costs may vary per Event.

5.5 A ticket may entitle the holder to extras, which are part of the ticket price. These extras can include a poncho, welcome drink, tokens, toilet access, etc. These extras are distributed while supplies last, and no rights can be derived from them.

5.6 After the payment for the Ticket has been approved, **ART BELOW ZERO** or the Pre-sale Organization will confirm the order by email.

5.7 **ART BELOW ZERO** takes appropriate technical and organizational measures to secure the electronic transmission of data and ensures a safe web environment. **ART BELOW ZERO** will also take appropriate security measures in the event of electronic payment.

Article 6. Tickets

6.1 The Ticket consists of a document with a barcode and/or numeric code issued by **ART BELOW ZERO**, the Ticketing Organization, or the Pre-sale Organization. This barcode and/or numeric code is unique and will be sent to the Customer via email. If the Customer wishes to receive the Ticket by email, the Customer must ensure that the Ticket can be delivered in this way. **ART BELOW ZERO** cannot guarantee the confidentiality or receipt of the Ticket.

6.2 Only by purchasing a Ticket from **ART BELOW ZERO** (possibly through the Ticketing Organization) or the Pre-sale Organization is the Customer guaranteed to have purchased a valid Ticket. The burden of proof lies with the Customer.

6.3 The Ticket is issued once and grants one-time access to the Event to one person. From the moment the Ticket is issued to the Customer, the risk of loss, theft, damage, and misuse of the Ticket lies with the Customer.

6.4 Only the holder of the Ticket, who first presents the Ticket at the Event, will be granted access. **ART BELOW ZERO** is not required to verify whether the holder of the Ticket is also the rightful owner.

Article 7. Prohibition of Commercial Resale

7.1 Without the express written permission of **ART BELOW ZERO**, the Customer is not permitted to sell, offer for sale, and/or provide Tickets to third parties for commercial purposes. Commercial purposes mean reselling a ticket for a higher price than the price for which the ticket was purchased. If the Customer violates this article, the Customer will forfeit a directly payable fine of €1,000 to **ART BELOW ZERO**, without prejudice to the right to claim damages.

7.2 If there is a violation of article 7.1, **ART BELOW ZERO** is authorized to invalidate the Tickets without being obliged to refund any amount. Additionally, **ART BELOW ZERO** is entitled to recover all damage resulting from the (re)sale from the Customer.

Article 8. During the Event

8.1 The Customer is not allowed to bring food, glassware, (plastic) bottles, cans, fireworks, (fire) weapons, drugs, alcoholic beverages, and/or other dangerous and/or disturbing objects and/or substances to the Event. **ART BELOW ZERO**, the security hired by **ART BELOW ZERO**, and the operator of the Location reserve the right to search the Customer upon entering the Event, and the Customer is required to cooperate. **ART BELOW ZERO** and the operator of the Location reserve the right to refuse entry to the Customer who refuses to cooperate with the search, without the Customer being entitled to a refund or compensation.

8.2 The Customer must have a valid and undamaged Ticket both before and during the Event. The Customer is required to show their Ticket upon request from **ART BELOW ZERO** or the operator of the Location. **ART BELOW ZERO** and the operator of the Location reserve the right to refuse the Customer entry to the Event if it turns out the Ticket was not obtained through **ART BELOW ZERO**, via the Website, or via other

authorized sales channels of **ART BELOW ZERO**, without the Customer having any right to a refund or compensation.

8.3 The Customer is required to present valid identification at the first request of **ART BELOW ZERO** or the operator of the Location, both before and during the Event.

8.4 The Customer is not permitted to possess professional and/or commercial photographic, film, sound, or other recording equipment without prior written permission from **ART BELOW ZERO**. Likewise, the Customer is not allowed to use such equipment without prior written consent from **ART BELOW ZERO** or the operator of the Location. Copying or reproducing the program booklet, flyers, posters, or other printed materials related to the Event is also prohibited. If such equipment is found despite this, **ART BELOW ZERO** and the operator of the Location reserve the right to confiscate the equipment and keep it in custody for the duration of the Event. If the Customer refuses to cooperate, they may be denied further access to the Event, without the right to a refund of the Ticket price.

8.5 **ART BELOW ZERO** reserves the right to deny entry to Customers who arrive after the start of the Event.

8.6 **ART BELOW ZERO** reserves the right to make visual and/or audio recordings of the Event and to reproduce and/or publicly disclose these recordings in any form and manner. The Customer agrees and consents to this, and hereby waives the right to object to the use of their image in the context of the publication and reproduction of the recordings. Customers and/or other individuals who appear in the recordings cannot claim any compensation.

8.7 The Customer must behave in a respectful and orderly manner as a Visitor of the Event and comply with the regulations and/or instructions of **ART BELOW ZERO**, the operator of the Location, and/or other authorities at the Location. **ART BELOW ZERO** reserves the right to deny further access to the Event or remove the Customer from the Location if **ART BELOW ZERO**, the operator of the Location, or other authorities deem it reasonably necessary to maintain order during the Event, without the Customer being entitled to a refund or compensation.

8.8 The Location is entirely smoke-free, and smoking is only permitted in designated areas. The Customer must comply with this smoking ban. If the Customer violates this ban, **ART BELOW ZERO** is authorized to deny further access to the Event and/or the Location, without the Customer being entitled to a refund or compensation.

Article 9. Liability

9.1 Entering the Location and attending the Event is entirely at the Customer's own risk. **ART BELOW ZERO** accepts no liability for damage caused by or related to such entry or

attendance, such as hearing damage, visual damage, and/or other physical injury and/or damage to goods, including but not limited to clothing, whether inflicted by other Event visitors and/or theft of the Customer's belongings. Using a locker at the Event is entirely at the Customer's own risk.

9.2 **ART BELOW ZERO** is only liable for direct damage suffered by the Customer that is the direct and exclusive result of an attributable failure by **ART BELOW ZERO**. The total liability of **ART BELOW ZERO** is always limited to the amount paid by **ART BELOW ZERO**'s insurer in the relevant case. If the insurer of **ART BELOW ZERO** does not provide payment—whatever the reason—the liability of **ART BELOW ZERO**, including any payment obligation under Article 6:230 BW and/or Article 6:271 BW, is limited to a maximum of €1,000 per Customer per year. Direct damage is defined exclusively as property damage and personal injury. All other damage (indirect damage), such as consequential damage, lost revenue and/or profit, missed savings, data loss, and damage due to business interruption, is expressly excluded.

9.3 Damage for which **ART BELOW ZERO** can be held liable must be reported in writing to **ART BELOW ZERO** as soon as possible but no later than one week after the Event, on penalty of forfeiting the right to compensation for that damage. This period does not apply if the Customer can demonstrate that the damage could not reasonably be reported earlier.

9.4 **ART BELOW ZERO** is never liable to the Customer for errors, faulty information, or data on the Website. **ART BELOW ZERO**, which manages the Website, is in no way liable for errors, malfunctions, or defects in or during the payment process by third parties, on the Website, or on the website of the third party.

9.5 If **ART BELOW ZERO** directly or indirectly involves subcontractors, third parties, or other persons in the execution of the agreement, any liability of **ART BELOW ZERO** under Articles 6:76 BW, 6:170 BW, 6:171 BW, and 6:172 BW is excluded, and **ART BELOW ZERO** is not liable for damage caused by these persons.

9.6 **ART BELOW ZERO** strives to execute the Event's program and/or lineup as much as possible according to the announced schedule. However, **ART BELOW ZERO** is not liable for deviations/changes in the schedule and/or lineup and for any damage that may arise for the Customer or third parties as a result. Deviations or changes in the program and/or lineup that occur after the Ticket purchase do not entitle the Customer to cancel the purchase or receive a (partial) refund of the purchase price. Furthermore, **ART BELOW ZERO** is not liable for the content or manner in which artists/acts perform their contribution to the program.

9.7 Unless the damage is caused by intent and/or deliberate recklessness of **ART BELOW ZERO** or its managerial subordinates, the Customer indemnifies **ART BELOW ZERO** against all third-party claims, for any reason, relating to compensation for

damage, costs, and/or interest, related to or resulting from an act or omission by the Customer, violation of these conditions, and/or any other rights of third parties.

9.8 Anyone who does not comply with these conditions will be immediately refused entry to the Location or removed from the Location. No refund will be made. **ART BELOW ZERO** reserves the right to refuse entry to multiple editions of the Event organized by **ART BELOW ZERO** and its affiliated companies, depending on the nature of the non-compliance with these General Terms and Conditions.

9.9 **ART BELOW ZERO** cannot be held responsible for any compensation when shuttle buses do not arrive or arrive late at the destination.

9.10 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions, also apply to the benefit of all (legal) persons used by **ART BELOW ZERO** and its suppliers in the execution of the agreement.

Article 10. Force Majeure

10.1 In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood by law and jurisprudence, all external causes and the consequences thereof, whether foreseen or unforeseen, over which **ART BELOW ZERO** has no influence and which make it impossible for **ART BELOW ZERO** to fulfill its obligations or which make it so difficult and/or disproportionately expensive that it is unreasonable to expect **ART BELOW ZERO** to fulfill the Agreement. Strikes within the company of **ART BELOW ZERO** or third parties, as well as illness or withdrawal of an artist, extreme weather conditions, actions by police and/or fire brigade, strikes, terrorist threats, epidemics, pandemics, restrictive government measures, etc., are also included.

10.2 In the event of force majeure, **ART BELOW ZERO** reserves the right to cancel the Event or move it to another date. **ART BELOW ZERO** is not liable for any damage the Customer may incur as a result.

10.3 Only if the Event is completely canceled due to force majeure will **ART BELOW ZERO** refund the purchase price of the Ticket (as stated on the Ticket) to the Customer. The Customer is only entitled to a refund if the Ticket was purchased from **ART BELOW ZERO**, the Ticketing Organization, or the Pre-sale Organization.

10.4 If the Event is canceled due to force majeure after it has started, **ART BELOW ZERO** is only obligated to refund a portion of the Ticket purchase price, to be determined by **ART BELOW ZERO**. In such cases, **ART BELOW ZERO** may also choose to issue a voucher. When issuing a voucher, **ART BELOW ZERO** will comply with the guidelines published by the ACM (Dutch Authority for Consumers and Markets).

10.5 Full or partial refunds will, in principle, occur within a reasonable period after the Event has been canceled by **ART BELOW ZERO** and after the Customer has submitted a valid and undamaged Ticket for the (canceled) Event, which also shows that it was directly purchased by the Customer. Additional (service) costs and/or damage will not be compensated. Nor is the Customer entitled to (replacement) access to another Event.

10.6 If the Event is postponed due to force majeure by **ART BELOW ZERO** to another date, the Ticket will remain valid on the new date. If the Customer cannot or does not want to attend the Event on that new date, they are entitled to return the Ticket to **ART BELOW ZERO** for a refund of the Ticket purchase price. The refund is subject to the conditions set forth in Article 10.5. Additionally, the refund will only take place if the Customer submits the Ticket to **ART BELOW ZERO** within the timeframe indicated on the Website.

Article 11. Intellectual Property Rights

11.1 All intellectual and industrial property rights, including but not limited to texts, images, designs, databases, photographs, and other (static or moving) content on the Website or other event materials, remain with **ART BELOW ZERO** and/or its licensors.

11.2 At the Event, Customers are not permitted to make sound or video recordings for commercial purposes. This right is reserved exclusively for **ART BELOW ZERO**.

11.3 For all usage, the rules set out in copyright law and other intellectual property laws always apply without exception and take precedence over these usage rules:

- **a)** The Customer is only allowed to make normal personal use of a product after they have lawfully purchased it as described on the Website. Any act by the Customer that circumvents, modifies, or otherwise avoids the payment method is prohibited. The Customer is prohibited from reproducing, altering, uploading, publicly performing, exhibiting, making available to third parties, executing, (re)selling, or misusing a download or other material from the Website, as all these actions are reserved for the rightful owners. The Customer is prohibited from modifying, circumventing, decompiling, or disrupting software, files, or payment processes.
- **b)** It is permitted for the Customer to make normal use of any product file they have lawfully acquired, following the procedures outlined on the Website. It is allowed to make a private copy of (music) files that have been legally downloaded and purchased, or a copy on another computer, but only for personal and non-commercial use. Under no circumstances is it permitted to make copies available to third parties.

- **c)** The protected elements of the Website explicitly include the security features embedded in software.
 - **d)** The delivery of any purchased file does not transfer or grant any right or license to the Customer to promote or exploit that file. In the event of a detected violation by the Customer of the statutory rules, **ART BELOW ZERO** reserves the right to notify the rights holder, who may take legal action against the Customer.
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Article 12. Consumption Tokens and/or Cash Cards

12.1 Consumption tokens and/or cash cards purchased during an Event are only valid during that specific Event. After the Event, **ART BELOW ZERO** is never obligated to refund the purchase price of the consumption tokens and/or cash cards. The Event location may use different methods, such as a cashless system. If the Event location uses a different method, the terms and conditions of the location apply regarding payment methods during and after the Event. These may differ from the provisions in this article of the General Terms and Conditions.

Article 13. Lockers

13.1 **ART BELOW ZERO** may choose to offer the Customer the option to rent a locker at the Event. A locker is a storage space for the Customer's belongings, clothing, and bags, for which the Customer receives a personal key and/or code. With this key/code, the Customer can open and close the locker. Additional general terms (from a third party) may apply to the use of the locker, which the Customer agrees to upon renting the locker. **ART BELOW ZERO** is not liable for loss and/or theft or for the use of the key/code by another party. Therefore, the Customer should always keep the key/code with them, and it is recommended not to store valuable items in the locker. If a code is used, it is also recommended that this code not be the same as that of any payment method or phone.

Article 14. Age Limit

14.1 The minimum/maximum age for entry to the Event is indicated at the time of sale/on the Ticket. No exceptions will be made to this rule.

14.2 **ART BELOW ZERO** will deny entry to the festival if identity checks show that the Customer does not meet the required age. Events may be divided into four categories:

- **1.** All ages, where children under 12 must always be accompanied by a parent, guardian, or other adult.

- **2.** Minimum age for entry: 18 years or older.
 - **3.** Entry age: 12 to 18 years.
 - **4.** Children under 12 must always be accompanied by a parent, guardian, or other adult.
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Article 15. Modification or Supplementation of General Terms and Conditions

15.1 **ART BELOW ZERO** is entitled at any time to modify or supplement these General Terms and Conditions. The most current version is published on the Website. The modified General Terms and Conditions will apply from the date of publication on the Website.

15.2 If the modification and/or supplementation of the General Terms and Conditions significantly affects the rights and/or obligations of the Customer, **ART BELOW ZERO** will notify the Customer via email. If the Customer is also a Consumer, they are entitled to terminate the agreement with **ART BELOW ZERO** (regarding the purchase and delivery of the Ticket) in such a case.

Article 16. Additional Usage Rules

16.1 Visitors to the Website and/or Customers of the Event must always comply with the regulations, modifications thereof, and any instructions and usage rules issued by **ART BELOW ZERO** as published at the Event and/or Location and/or on the Website.

16.2 If the visitor of the Website and/or Customer of the Event fails to comply with the usage rules fully and/or in a timely manner, **ART BELOW ZERO** may, depending on the specific circumstances, suspend its obligations or terminate the agreement without being liable for any compensation or demand performance.

16.3 The Customer is required to comply with the regulations, house rules, modifications thereof, and instructions of **ART BELOW ZERO**, the carrier providing shuttle services, the manager of the parking lots, the operators of the Event venue, security personnel, the fire department, police, and other authorities.

16.4 Violation of any rule or prohibition will result in the Customer's immediate removal from the Event by security personnel.

Article 17. Offerings from Vendors at the Event

17.1 The Customer may be offered products and/or services by third parties with a booth at the Event, such as beverages, food, merchandise, or other products like sunglasses or

clothing, or providers of attractions. Although **ART BELOW ZERO** selects these third parties with care, **ART BELOW ZERO** is not a party to any agreement between the Customer and these third parties. **ART BELOW ZERO** is never liable for any damage resulting from the Customer purchasing or using a product or service from these third parties. The Customer indemnifies **ART BELOW ZERO** against any claim for costs or damages arising from an agreement between the Customer and these third parties.

Article 18. Denial of Access

18.1 **ART BELOW ZERO** reserves the right to deny certain individuals access to the Event or to remove them from the Event and/or transfer them to the police if **ART BELOW ZERO** deems it necessary to maintain public order and safety during the Event and/or if there is a violation of any article in these General Terms and Conditions. This also applies if, in **ART BELOW ZERO**'s opinion, a Customer wears clothing, displays texts, or bears symbols that could be considered offensive, discriminatory, insulting, or inciting aggression or unrest among other Customers.

Article 19. Miscellaneous

19.1 **ART BELOW ZERO** is entitled to transfer the rights and obligations under the Agreement with the Customer to a third party by providing a simple notice to the Customer.

19.2 If one or more provisions of these General Terms and Conditions or any other agreement with **ART BELOW ZERO** conflict with any applicable statutory regulation, the relevant provision will be invalid and replaced by a new legally permissible provision determined by **ART BELOW ZERO**. This does not affect the remaining provisions of the General Terms and Conditions.

19.3 **ART BELOW ZERO** has a complaints procedure, as mentioned on the Website. **ART BELOW ZERO** handles complaints from the Customer in accordance with this procedure.

Article 20. Bus Travel

20.1 The Visitor is required to behave appropriately during transportation or the journey, in accordance with the instructions provided by the carrier or **ART BELOW ZERO**, including fully cooperating with baggage checks as needed. The Visitor must possess valid identification and present it upon request. The Visitor is obligated to properly package their luggage before the start of the trip (to prevent damage to other luggage or the bus) and clearly mark it with their name, address, and destination. The carrier or **ART BELOW ZERO** is authorized to refuse the transport of luggage if the amount or size

of the luggage offered by the Visitor is unreasonable and/or if the weight exceeds 20 kg per person. For safety or security reasons and/or at the request of authorities, the Visitor may be asked to cooperate with a baggage inspection. The Visitor is obligated to immediately comply. The carrier is entitled to inspect unattended baggage. It is prohibited for the Visitor to:

- a. Carry drugs, explosives, weapons, oxygen tanks, or dangerous substances in their luggage or otherwise.
- b. Stand or walk in the bus during driving and/or consume (hot) drinks unless at their own risk.

The Visitor must refrain from:

- a. Damaging and/or contaminating the bus.
- b. Consuming alcoholic beverages unless expressly permitted by the carrier or **ART BELOW ZERO**, and using intoxicating substances.
- c. Touching emergency equipment such as emergency doors and hatches.
- d. Smoking.
- e. Hindering the staff in their duties in any way.
- f. Causing inconvenience and disturbance to other visitors or road users, including spilling (hot) drinks.
- g. Endangering the safety of themselves, other passengers, the driver, or other road users.

20.2 The carrier or **ART BELOW ZERO** is authorized to deny transportation or further transportation to the Visitor and to order them to immediately leave the bus if the Visitor violates the aforementioned obligations in Article 20.1, without the Visitor being entitled to any compensation or refund of (a portion of) the fare or trip price.

20.3 Furthermore, the Visitor is required to carry all necessary travel documents, such as valid ID and a valid Ticket, to be present on time for departure, to return promptly after stops, and to fasten seat belts during the journey when available. Accompanying adults are responsible for fastening the seat belts of children under 12 years old during the journey. If the Visitor lacks the necessary documents, fails to be on time, does not return on time after stops, or refuses to fasten seat belts, which leads to significant delays, the carrier or **ART BELOW ZERO** is entitled to refuse further transportation or the trip for the Visitor, without the Visitor being entitled to any compensation or refund of the fare or trip price.

20.4 Without prejudice to the provisions of Articles 20.1 to 20.3, the Visitor is required to compensate the carrier or **ART BELOW ZERO** for any damage they have incurred or will incur due to the Visitor's violation of any of the aforementioned obligations.

Article 21. Applicable Law and Jurisdiction

21.1 These General Terms and Conditions and the agreements/disputes arising from them are governed exclusively by Dutch law.

21.2 Any disputes relating to an agreement or the execution of an agreement between the Customer and **ART BELOW ZERO** that cannot be resolved through mutual consultation will be submitted to the competent court in the district of North Holland (location Amsterdam).

21.3 If an agreement is concluded with a Consumer and the court referred to in Article 21.2 is not the court designated by law, the Customer has the option, within one month after **ART BELOW ZERO** has invoked Article 21.2 in writing, to choose the court designated by law for the resolution of the dispute.

Annex 1: Event Access

1. Event Opening Hours

1.1 The Event's opening days are as follows (subject to change): December 21, 2024, to March 5, 2025.

1.2 The artist lineup determines the accessibility of the number of stages and the opening hours of each stage. Outside the opening hours of a stage, the stage area is not accessible to the public.

Annex 2: House Rules

When attending an Event, the following house rules apply to all Visitors (the "House Rules"). The House Rules may be supplemented for each Event. The House Rules form an integral part of the Terms and Conditions and will also be posted at the entrance of the Event. The House Rules are always enforced in accordance with local applicable laws and regulations.

Tickets

- Tickets cannot be canceled or exchanged by the Customer.
- In case of loss or theft of Tickets, they will not be replaced or refunded.

- Tickets may not be used for commercial or promotional purposes without prior permission from **ART BELOW ZERO**.
- Changes in the lineup do not lead to a full or partial refund of the Ticket.
- Ticket forgery will be prosecuted.
- Event Visitors may not access areas for which their Ticket does not grant access.

Access Control

- Access control is based on applicable laws aimed at detecting weapons and dangerous objects. If such items are found at the Location or Accommodation, they could negatively impact the proper course of the event or endanger the safety of festival-goers.
- Entry to the Location may be denied, and visitors may be removed from the Location (without the right to a refund of the admission price) if a Customer: (the following list is not exhaustive):
 - Is under the influence of alcohol or drugs;
 - Is in possession of or dealing drugs;
 - Was previously refused entry to other events by **ART BELOW ZERO** or other authorities;
 - Exhibits behavior or wears clothing intended to disrupt the peace, incite violence, hatred, xenophobia, etc.;
 - Endangers the lives of other visitors;
 - Is in possession of prohibited items;
 - Refuses to be searched by security personnel;
 - Refuses or fails to comply with the General Terms and Conditions.

Safety Control

- Entry to the Location implies acceptance of all prevention and control measures taken by **ART BELOW ZERO** or the security team, including personal searches and bag inspections.
- Anyone wishing to enter the Location may be searched by security personnel before being allowed entry, in accordance with local laws and regulations.
- Security personnel may ask individuals of the same gender to submit to a search and/or have their clothing and luggage inspected to intercept prohibited items as outlined in the House Rules. If prohibited items are found, security has the right

to confiscate them and deny the owner access to the Location. No refunds will be issued.

- Everyone present at the Location must comply with the instructions and guidelines of **ART BELOW ZERO** or its authorized representatives at the Location at all times, to ensure public order and safety during the Event.

Prohibited Items

The following items are prohibited at the Location:

- Bringing your own food and drink;
- Drugs or other illegal substances;
- Deodorant or perfume containers larger than 100 ml;
- Other items (umbrellas, parasols, camera tripods, laser pens, etc.) that security personnel deem a risk to other Event visitors;
- Projectiles or explosives in solid, liquid, or gaseous form;
- Flammable products or materials and aerosols;
- Pyrotechnic objects (fireworks, torches, etc.);
- Other weapons or sharp, pointed objects (sticks, chains, knives, etc.);
- Banners or objects with discriminatory and/or provocative texts or expressions that could disturb the peace or endanger the safety of the crowd, or cause injury or damage to persons and property;
- Animals (except guide dogs);
- Drones.

Prohibited Items (continued)

- The following items are allowed at the Location:
 - Guide dogs for visually impaired individuals;
 - Disposable or pocket cameras;
 - Retractable umbrellas without a pin (no parasols);
 - Plastic sheets and blankets to sit or lie on;
 - Sunscreen, cosmetic products, deodorant in containers up to 100 ml;
 - Refreshers/sprays, small backpacks, or other bags;

- Selfie-sticks that are less than 1 meter long when extended and intended solely for photography.
- It is forbidden to make fires.
- To ensure the safety of the Event and other attendees, you are not allowed to disguise yourself in a way that makes you unrecognizable.

Drugs Policy = Zero Tolerance

- The Event has a strict zero-tolerance policy regarding drugs! It is forbidden to use drugs on both Event sites. If you are caught, you will be removed from the Event and/or Accommodations. This policy is strictly enforced, and in relevant cases, the matter will be referred to the police.
- It is forbidden to deal drugs on the Event site and/or Accommodations. If such a violation is discovered, you will be removed from the Location and/or Accommodations and handed over to the police.
- Instructions from security personnel must be followed immediately. In the case of suspicion or actual possession of illegal or dangerous weapons, security is authorized to detain you.
- If a visitor needs to bring certain prescribed medication for health reasons, they must present a valid medical certificate before permission is granted to bring the specific medication onto the Location.

The Event Grounds - Damage to Materials

- All Customers are requested to contribute to keeping the environment as clean as possible. The Location, Accommodations, and parking areas are clearly marked with where to dispose of waste. Please use these facilities.
- **ART BELOW ZERO** makes great efforts and invests significant manpower to make the Event a success. We ask every Customer to show respect! Ripping, breaking, or any other form of destruction to **ART BELOW ZERO**'s materials, including theft, will result in removal from the Event. Access will be denied for the remainder of the Event, and future entry to the Event may also be denied.
- Event visitors are not allowed to climb tents, constructions, fences, lighting bridges, benches, or other structures on the Location.

Merchandise

- Official merchandise is only available for sale at the Event, the official webshop, and at selected sales points.
-

Photos and Video Recordings - Camera Surveillance

- During the Event, photo and video recordings will be made. There is a high chance that you will be filmed. By entering the Event grounds, you agree to the processing of these images.
 - Camera surveillance at the Event will be conducted in accordance with local law. These recordings will only be used for security purposes during the Event and will not be shared with third parties, except with the relevant authority upon receiving a formal request.
 - **ART BELOW ZERO** reserves the right to check the identity of Customers.
 - Digital cameras and/or video cameras are allowed on the Location, except for (semi-)professional equipment.
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Toilets

- It is strictly forbidden to urinate in public. If caught, you risk being removed from the Event grounds.
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Smoking

- Smoking indoors is prohibited. Smoking is only allowed in designated areas.
-

Promotion

- It is prohibited to distribute flyers or hang posters during the Event!
-

Safety Around and Near the Stage

- **Crowdsurfing is Prohibited:** Crowdsurfing is not allowed. Removal from the Event grounds will result if this rule is not followed.
 - Customers must not block entrances, exits, or emergency exits.
-

Loss or Damage

- The artists and **ART BELOW ZERO** cannot be held liable for any damage, loss, or theft, nor for any other accidents.
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Accessibility

- Customers with disabilities can use the reserved parking spaces upon presentation of a blue parking card. Please notify us in advance if you wish to use this parking by sending an email to info@artbelowzero.nl.
 - The Location has extra paving to make the Event grounds accessible for people with disabilities.
-

Annex 3: Accommodation

Accommodations can only be rented in combination with a Ticket, which grants access to the Event and certain areas of the Accommodations for the entire duration of the Event for which the package is purchased.

- Trailers, caravans, or motorhomes are not allowed on the Accommodations unless it is explicitly indicated as a "camper camping."
 - By purchasing a ticket for Accommodation, you automatically agree to the general terms and conditions applicable to these Accommodations.
 - Upon checking out of your Accommodation, **ART BELOW ZERO** will inspect the condition of the Accommodation. **ART BELOW ZERO** reserves the right to charge you for any damage caused to the Accommodation.
 - In case of damage, **ART BELOW ZERO** reserves the right to charge these costs immediately. Should this damage come to light after your departure, **ART BELOW ZERO** reserves the right to send an invoice for the amount to the registered address.
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Cabins

- Cabins are always offered in combination with a partner such as Center Parcs, Roompot, or Walibi. By purchasing a ticket for Accommodation, you automatically agree to the terms and conditions and house rules of the partner applicable to these Accommodations. To ensure the stay is as pleasant as possible for all guests, all guests must adhere to the established (behavior) rules, as set out in the household regulations of the location. The household regulations can be requested upon arrival at the reception. If you wish, the household regulations can be sent to you free of charge upon request. Violation of the household regulations may result in removal from the park without a refund of the rental fee or part thereof. **ART BELOW ZERO** and/or the partner reserve the right to make changes to the layout and opening times of the (central)

facilities in the parks. Under special circumstances, **ART BELOW ZERO** reserves the right to temporarily close a park or rent it entirely to one party. In that case, **ART BELOW ZERO** will offer you the opportunity to reschedule to another park or cancel free of charge if your booking cannot proceed due to the park closure or rental to a third party. No further rights to compensation exist.

Camping

- Camping and sleeping are only allowed in (self-provided) tents or other overnight options offered by **ART BELOW ZERO** on the campsite, and not in cars or otherwise in the parking area. All vehicles must be parked in the parking area. The Visitor must carry all items they bring to the campsite themselves.
 - Each Visitor to the campsite may bring a maximum amount of non-alcoholic and low-alcoholic beverages, as stated on the Website. It is strictly forbidden to bring glassware and/or strong alcoholic drinks. No drinks—whether alcoholic or non-alcoholic—may be taken from the campsite to the Event grounds. Bringing your own food to the campsite is allowed, but it may not be taken to the Event grounds. Specific camping rules may apply to an Event, which will be communicated when entering the campsite and/or in the general house rules of the Event as listed on the Website. These rules take precedence over any differing rules in this article of the General Terms and Conditions.
 - The Visitor and their baggage will be searched and checked at the entrance to the campsite—and again at the entrance to the Event grounds.
 - Trade, in any form, is not allowed on the parking, camping, or Event grounds. Defacing property is prohibited unless explicitly allowed in designated areas.
 - The Visitor must dispose of all garbage in the designated trash bins.
-

Camper Camping

- This camping is exclusively intended for campers, caravans, and folding trailers that comply with the requirements of the Road Traffic Act and the Vehicle Regulations. (Temporarily) converted vehicles, such as vans, station wagons with mattresses, etc., will not be admitted. Cars with a roof tent are allowed if the roof tent is actually mounted on the car and is not set up separately from the car.
- Per camper, caravan, or folding trailer as described above, a maximum of one (fore)tentr is allowed. It is not permitted to leave the towing vehicle with the caravan and/or folding trailer.

- The vehicles will be registered upon arrival; if you leave your caravan, camper, or folding trailer after the event, towing costs will be recovered from you. An additional camper camping ticket is required for the Camper Camping. Vehicles on the camper camping do not require a parking ticket.
- The campsite must be vacated by 12:00 noon the day after the event.