

General Terms and Conditions Adventure Tickets B.V.

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Article 1 – Definitions

In these General Terms and Conditions shall apply:

- **Adventure Tickets:** the private company with limited liability Adventure Tickets B.V., the company that on behalf of the Organiser, offers tickets to the Client through distance contracts, as an intermediary pursuant to Article 7:425 of the Dutch Civil Code.
- **Client:** The party that makes a booking for one or more ticket(s) at Adventure Tickets;
- **Organiser:** The party offering his activities to the Client on the platform of Adventure Tickets.
- **Event:** The Events organised by the Organiser.
- **Platform:** The website of Adventure Tickets on which Adventure Tickets offers Tickets for Events of the Organiser.

- **Ticket:** (Digital) ticket that enables one to book an event through the Organiser.
- **Ticket price:** The price of a ticket, including VAT (unless indicated otherwise).
- **Booking number:** The unique Ticket number, also to be used to make a booking.
- **Reflection period:** The period during which the Client is entitled to use his right of withdrawal;
- **Right of withdrawal:** The option for the Client to abandon the distance contract.
- **Day:** calendar day.
- **Distance contract:** each agreement between the Organiser and the Client, with the intervention of Adventure Tickets.

Article 2 – Identity of the entrepreneur

Name: the private company with limited liability Adventure Tickets B.V.

Branch address: Gorterplaats 12, 6531 HZ, NIJMEGEN

Telephone number: +31(0)85-0605 444

Email address: info@Adventuretickets.nl

C.O.C. Number: 65066960

Article 3 – Applicability

- These General Terms and Conditions apply to all agreements entered into by Adventure Tickets, including sending special offers and quotations.
- These General Terms and Conditions do not apply to the agreement established with the intervention of Adventure Tickets within the context of Article 7:425 of the Dutch Civil Code on distance sales between an Organiser and a Client. Such agreements are subject to, unless statutory regulations dictate otherwise, the applicable General Terms and Conditions in that legal relationship.
- These General Terms and Conditions also apply to any distance contracts between Adventure Tickets and an Organiser.
- Before a distance contract is concluded, the text of these General Terms and Conditions is made available (digitally) to the Client or to the Organiser. If this is not reasonably possible, before the distance contract is concluded, it will be mentioned that the General Terms and Conditions of Adventure Tickets can be consulted and will be sent as soon as possible free of charge at the request of the Client or the Organiser.
- If the distance contract is concluded electronically, the General Terms and Conditions can, notwithstanding the preceding Paragraph and before the distance

contract is concluded, be made available electronically to the Client or the Organiser in such a way that they can be stored in a simple way by the Client or the Organiser on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be mentioned where the General Terms and Conditions can be found electronically and that they will be sent electronically or otherwise free of charge at the request of the Client or the Organiser.

- For the applicability of these General Terms and Conditions, the CISG is expressly excluded.

Article 4 – The offer

- Adventure Tickets acts as an intermediary when offering and selling tickets in the conclusion of an agreement between a Client and the Organiser.
- If an offer has a limited validity or is made subject to conditions, this will be explicitly stated in the offer.
- The offer shall contain a complete and accurate description of the activities offered. The description is sufficiently detailed to enable a good assessment of the offer by the Client or the Organiser. Apparent mistakes or errors in the offer cannot be held against Adventure Tickets.
- Each offer shall contain such information, that the rights and obligations related to the acceptance of the offer are clear to the Client. This concerns in particular:
 - the price including taxes;
 - the way the agreement will be established and which actions they require;
 - whether the right of withdrawal applies;
 - the method of payment, delivery and implementation of the agreement;
 - the deadline for accepting the offer, or the period during which the Client should use the Ticket;

Article 5 – The agreement

- The agreement is established, subject to the provisions in Paragraph 5, when Adventure Tickets has received (the authorisation for) the payment by the Client. Adventure Tickets will send a confirmation of this as soon as possible upon receipt.
- After receiving the tickets, Client must convert the tickets into a booking.
- If the agreement has been concluded electronically, Adventure Tickets will take suitable technical and organisational measures to protect the electronic transfer of

data and will provide a safe web environment. In case the Client can pay electronically, Adventure Tickets will take suitable security measures.

- Adventure Tickets can - within legal frameworks - inform whether the Client can fulfil his payment obligations, as well as those facts and factors that are important for a sound conclusion of a distance contract. If on the basis of this investigation Adventure Tickets has solid grounds not to enter into this agreement, Adventure Tickets is entitled to refuse an order or to implement special conditions.
- If no authorisation of the payment is obtained by the Client, the Client will receive either by email, or by regular mail, a notice of the failure of the transaction and hence of the agreement.
- The Organiser is at any time responsible for the offered Events to meet the reasonable expectations of the Client.

Article 6 – Discount campaign

- If the Client, with regard to his booking for tickets, appeals to a discount campaign, it must be clearly stated in what way and within which period of this discount campaign can be used.

Article 7 – Delivery and implementation

- Adventure Tickets will exercise the greatest possible care when receiving and implementing bookings as well as when assessing these bookings.
- After payment and booking by the Client, Adventure Tickets will send the (address) details of the Organiser as well as the unique booking number to the Client, and the Organiser will be informed.
- The place of delivery is the email address that the Client has made available to Adventure Tickets.
- Subject to the stipulations in Article 4 of these General Terms and Conditions, Adventure Tickets will deliver the tickets within 7 days, unless a longer delivery period has been agreed. If delivery is delayed or if it is not possible to convert the tickets into a booking, the Client will be informed of this latest 7 days after receiving the full payment of the tickets. In case it is impossible to make a booking, Adventure Tickets will refund the purchase price to the Client. The agreement is then dissolved.
- In the case of a dissolution in accordance with the preceding Paragraph, Adventure Tickets will refund the amount paid by the Client as soon as possible, but latest within 30 days after dissolution.

- Booking a Ticket is only possible within the specified validity period. The validity of the Ticket and / or a booking expires automatically, if the validity period has expired. The Client is not entitled to reimbursement or compensation.

Article 8 – Payment

- Unless expressly agreed otherwise, the Client must pay Adventure Tickets in advance. Adventure Tickets keeps a percentage commission and endorses the remainder to the Organiser.
- The following payment methods are possible:
 - For a booking by telephone: Paypal, iDEAL or bank transfer;
 - For a booking through the website of Adventure Tickets: PayPal, iDEAL, Bancontact/Mister Cash and – if expressly mentioned applicable – a bank transfer.
- The Client is obliged to immediately report any inaccuracies in the payment details provided to Adventure Tickets.

Article 9 – Price

- Quotations are made based on the price that applies at that time. Adventure Tickets has the right to charge any increments on the import rights, excise tax, wages and purchasing prices (even if caused by a change in the exchange rate) and/or increments resulting from a power or duty under law or regulation.
- Prices are excluding VAT, unless indicated otherwise.

Article 10 – Use of the ticket and bookings

- Unless expressly stated otherwise:
 - The unique booking number/the ticket can only be used once;
 - The unique booking number/the ticket is only valid for a person;
 - The Client must use the unique booking number/the ticket within the validity period. If the Client does not exchange the ticket within the validity period, the unique booking number/the ticket expires automatically. It can no longer be exchanged. The Client will not be entitled to reimbursement or compensation;
 - Reproducing the unique booking number/the ticket is forbidden;
 - Adventure Tickets reserves the right to refuse bookings at all times from Client of which Adventure Tickets suspects, or of which it has been found, that they have violated the provisions of the first Paragraph of this Article.

- Adventure Tickets reserves the right to offer a maximum number of tickets per Client.

Article 11 – Reflection period and right of withdrawal

- In view of the provisions in Article 6:230p Sub e of the Dutch Civil Code, the legal reflection period and the right of withdrawal do not apply to the services of Adventure Tickets.
- Cancelling the agreement is only possible with cancellation insurance at the terms of that insurance. Cancellations must at all times be submitted by the Client to the insurer, whether or not after referral by Adventure Tickets.

Article 12 – Liability

- Adventure Tickets accepts no liability for Events that are organised by the Organiser, nor for the correctness of information provided by the Organiser to Adventure Tickets on the basis of which the Client buys a Ticket.
- The liability of Adventure Tickets is limited to the damage that can be regarded as a direct and obvious consequence of the non-compliance or deficient compliance. The foregoing liability is limited to the amount paid to Adventure Tickets.
- Adventure Tickets is never liable vis-à-vis the Client or the Organiser for indirect damage. Indirect damage includes: consequential damage; loss of profit; lost savings; damage due to business or other stagnation. Adventure Tickets is never liable for damages resulting from inadequate actions by third parties or goods delivered by third parties.
- The aforementioned constraints of the liability do not apply if there is intent or gross negligence on the part of Adventure Tickets.
- Adventure Tickets is never liable for damages towards the Client during or as a result of an event resulting from death, injury, accidents, grievance, loss, damage or theft.
- Adventure Tickets is never liable if the website does not function properly; its technical nature justifies this. Cases of force majeure will be resolved as soon as possible.
- Adventure Tickets is never liable for the loss of tickets by the Client from any cause whatsoever.

Article 13 – Force majeure

- Adventure Tickets is not obliged to fulfil any obligations towards the Client or Organiser if prevented from doing so by circumstance not attributable to fault and, pursuant to the law, a legal act or according to generally accepted standards, are not on its account.
- In these General Terms and Conditions force majeure includes, in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, beyond the control of Adventure Tickets, but through which Adventure Tickets is not able to fulfil its obligations, including internet and server failures.
- In case of force majeure Adventure Tickets will inform the Client and the Organiser as soon as possible.

Article 14 – Intellectual property

- All intellectual property rights related to the name, the logo and any text and (advertising) music of Adventure Tickets as well as related to the business formula used by Adventure Tickets in general are owned by Adventure Tickets. The Client is forbidden to directly or indirectly disclose and/or reproduce this or use them in any other way for their own reasons, without the prior written consent of Adventure Tickets.
- All intellectual property rights with regard to the name of the activity/service, the event, the location, the logos and the like are owned by the Organiser or the original claimants of the related service/activity or of the related event. The Client is forbidden to directly or indirectly disclose and/or reproduce this or use them in any other way for their own reasons, without the prior written consent of the claimants.

Article 15 – Code of conduct

- The Client is required to keep to the rules of conduct applied by the Organiser with relation to activities for which Adventure Tickets provides tickets
- Unless expressly stated otherwise:
 - It is forbidden to bring photo, film, sound - and/or other recording equipment to the location of the Event;
 - The Organiser and the owner of the location reserve the right to at any time deny entry to visitors who arrive after an activity has started;
 - The Organiser at any time reserves the right to take photos and/or sound recordings of the activity or the event. The Client declares himself aware of this right and agrees

with it and renounces the right to prevent the use of his own image/resemblance in subsequent publications and duplication of the aforementioned recordings.

Article 16 – Complaints procedure

- Adventure Tickets has a well-publicised complaint procedure and deals with complaints in accordance with this complaint procedure.
- Complaints about the services of Adventure Tickets must be sent by email to info@adventuretickets.nl within two weeks after publication. Adventure Tickets tries to deal with a complaint within two weeks. Complaints about an event are not dealt with by Adventure Tickets, but forwarded to the respective Organiser.
- If the complaint cannot be resolved by mutual agreement, there will be a dispute that is open to the dispute settlement rules.

Article 17 – Applicable law and choice of forum

- Dutch law applies to these General Terms and Conditions and furthermore, to all agreements entered into by Adventure Tickets.
- Disputes concerning the agreement and/or these General Terms and Conditions will initially be submitted to the competent Court in the district of Gelderland, the Netherlands.
- If these General Terms and Conditions are submitted in another language than the Dutch language, in the event of a dispute about the content or tenor, the Dutch text shall be binding.

Article 18 – Other provisions

- If at any time any article in these General Terms and Conditions or any part of an agreement should become null and void, or destroyed, then the rest of the General Terms and Conditions of the agreement will remain valid. In this situation the parties, in regard to the null and void or destroyed passages, will find a regulation that most closely resembles the intentions of the agreeing parties and the current General Terms and Conditions.
- Additions or changes to the agreement or these General Terms and Conditions must be made in writing.