



# General Terms and Conditions

These general terms and conditions of the foundation Stichting Eurosonic Noorderslag has its registered office in the municipality of Groningen, office at (9724 DA) Groningen at Trompsingel 21, (Chamber of Commerce number: 0206.1408 and VAT number: NL.8072.908.77.B.01), to be further referred to as "the Organisation", apply to agreements made between the Organisation and visitors of the 'Eurosonic Noorderslag/ESNS' event, and/or any other events to be organised by the Organisation, to be further referred to as: "the Event", further referred to as: "the General Terms and Conditions".

## **Article 1 - Scope of application**

- 1.1 The General Terms and Conditions apply to all agreements made within the context of the visit to the Event, the purchase of all tickets for the Event (both for the festival, the conference and the special events and also apply to guests who receive a ticket by invitation) and the booking of an overnight stay in an accommodation between the visitor and the Organisation, regardless of how this is established. With the purchase and/or use of a ticket and/or the booking of an overnight stay in an accommodation via the Organisation and/or entering the venue of the Event to be referred to as: "the Event Location", the visitor agrees with the contents of the General Terms and Conditions.
- 1.2 The Event Location may employ house rules that apply in addition to the General Terms and Conditions. By buying or using a ticket and/or entering the venue of the Event, the visitor agrees with these house rules in advance.
- 1.3 The Organisation may change the General Terms and Conditions partly or in its entirety at all times. Visitors will be informed of such changes beforehand as the Organisation will state this on its website.

## **Article 2 - House rules**

- 2.1 Visitors must at all times comply with the (house) rules of the Event and the instructions of the staff and authorised parties. If the Organisation deems it reasonably necessary to maintain peace and order during the Event, or in the Event of non-compliance with the (house) rules, it has the right to deny the visitor (further) access to the Event and/or to remove the visitor from the Event Location, without the visitor being entitled to a refund of any compensation.
- 2.2 The Organisation has the right to check visitors' bags for prohibited items and to search visitors. Bags that are larger than an A4 size will not be admitted to the Event Location. If the visitor refuses to cooperate, the visitor may be denied (further) access to the Event Location, without the visitor being entitled to a refund of any compensation.
- 2.3 It is not permitted to bring cameras, recording equipment, animals, alcohol, drugs, cans or plastic bottles to the Event Location. Recording equipment may be confiscated for the duration of the Event. Photography and video with professional equipment is only allowed when the visitor is in possession of a photo/video pass.
- 2.4 The Event Location does not serve alcohol to visitors under the age of 18. Smoking is prohibited at event locations.



- 2.5 Visitors enter the Event Location and attend the Event at their own risk. The Organisation is not liable for loss of, theft of and/or damage to visitors' possessions, consequential damage and immaterial damage. The organiser is not accountable or responsible for hearing damage and other physical impairments that may be related to visiting the Event.

### **Article 3 - Tickets**

- 3.1 The agreement between the Organisation and the visitor for the purchase of tickets is established after an order for one or more tickets has been placed at a pre-sale location (defined by the Organisation). An agreement also exists if a visitor accepts a guest invitation or accreditation.
- 3.2 SeeTickets is the exclusive ticketing provider appointed by the Organisation. Tickets are only available on the website of the Organisation and the ticketing provider. Only purchase from an authorised (advance) sales address guarantees the validity of the ticket.
- 3.3 This transaction does not qualify as a mail order or an e-commerce sales contract as referred to in Title 5 of Book 6 of the Dutch Civil Code. This means that the seven day revocation right does not apply. A placed order is irrevocable immediately after purchase and subsequent confirmation by the Organisation. The Organisation reserves the right at all times to refuse orders, or to impose additional conditions.
- 3.4 The Organisation cannot guarantee the receipt of a ticket or confirmation of a conference registration; if the visitor has not received a ticket or confirmation of a registration, he must report this to the Organisation in time for the Event. In time refers to such a period before the start of the Event that the Organisation can re-issue the purchased ticket or confirmation of registration. In addition, the visitor must check this for its correctness. The visitor bears the burden of proof that he has purchased the ticket from the Organisation or an (advance) sales address. If the ticket has been purchased from the Organisation or an advance sales address, the visitor will receive a new ticket. In the absence of proof, the Organisation is not obliged to provide the visitor with a new ticket or confirmation of registration. Please note that in the case of a conference registration, the actual ticket will be released only seven days prior to the Event.
- 3.5 The tickets are and remain the property of the Organisation. From the moment the ticket is made available to the visitor, the visitor bears the risk of loss, theft, damage or misuse thereof. The Organisation does not accept any liability for loss of or damage to tickets for any reason whatsoever. In the case that the Organisation is asked by the visitor for replacement tickets, the Organisation is entitled to refuse this or to charge a fee for this.
- 3.6 The Organisation has the right to set a maximum number of tickets to be ordered per visitor. The visitor is obliged to comply with the maximum number of tickets.



- 3.7 When entering the Event Location, the visitor must have a valid ticket or registration and a valid proof of identity. Upon arrival at the Event, visitors will receive a wristband after submitting their ticket or registration. This wristband must be worn on the wrist during the entire duration of the Event and may not be removed or changed to another wearer. The wristband must be shown at the first request of employees of the Organisation, the Event Location, security staff, police and/or other authorised parties.
- 3.8 Conference registrations are sold by name (personalized) and are not transferable. When registrations are exchanged for a wristband at the registration desk during the Event, the identity of the holder of the registration will be requested in order to determine whether it matches the name on the registration, and to deny the holder access to the Event if it does not match. Conference registrations are only accepted from a physical or legal person (artistic names, false names or similar are not accepted).
- 3.9 In the case of festival tickets, the holder who is the first to show the ticket at the start of the Event will be the one who gets access to the Event. The Organisation may assume that this holder is also the entitled owner and is not obliged to check the validity of the ticket and/or the identity of the holder. However, the Organisation may also decide to sell the festival tickets by name (personalized). The Organisation has the right (but not the obligation) to check the identity of the holder of the festival ticket in order to determine whether it corresponds to the name on the ticket, and if it does not, to deny access to the Event to the holder.
- 3.10 The Organisation's refund policy states that a conference registration can be cancelled, after which the purchase price will be refunded, minus €25 administration costs. However, registrations can only be cancelled and refunded up to one month prior to the first day of the Event. This means that if the Event starts on January 18, a refund must be requested before December 18. You can request a refund by contacting us at [support@esns.nl](mailto:support@esns.nl).
- 3.11 The Organisation's refund policy states that festival tickets are not refundable.
- 3.12 Information, such as announcements and quotations, relating to the Event and/or tickets will be provided as accurately as possible. The Organisation is not to be held responsible for any inaccuracies or incompleteness in the information provided as referred to above.

#### **Article 4 - Reselling and transferring tickets**

- 4.1 The visitor is not permitted to offer tickets for sale for commercial purposes, to distribute them or to refer to the tickets in commercial statements.
- 4.2 The visitor may not advertise in any way or make any (other) form of publicity in connection to the Event and/or any part of it, if this is done with the intention of (re)selling the ticket(s).

- 4.3 Visitors are permitted to sell festival tickets to third parties via Ticketswap, on the condition that this is not in the interests of commercial purposes. Please note that buying tickets via Ticketswap is not without risk. In the case of festival tickets, the holder who is the first to show the ticket at the start of the Event is the one who is given access to the Event. Only a purchase from a certified (pre)sales address guarantees the validity of the ticket. The Organisation is not liable if tickets purchased through third-party organisations are invalid.
- 4.4 If the visitor does not pass on or sell his ticket to third parties for commercial purposes, the visitor is required to impose the obligations set out in the General Terms and Conditions on the person to whom he handed over the ticket.
- 4.5 If the visitor is a natural person who is not acting in the practice of a profession or business (hereinafter referred to as: consumer), the visitor, in violation of any obligation as referred to in this article, will owe the Organisation an immediately payable penalty of €1,000 per violation per ticket and €250 for each day that the violation continues, with a maximum of €15,000, notwithstanding the Organisation's right to demand the visitor's compliance with and/or to pay compensation for the damages incurred or yet to be suffered.
- 4.6 If the visitor is not a consumer, then, in the Event of a violation of any obligation as referred to in this article, the visitor will owe the Organisation an immediately payable penalty of €10,000 per violation per ticket and €5,000 for each day that the violation continues, up to a maximum of €40,000, notwithstanding the Organisation's right to demand the visitor's compliance with and/or compensation for the damages incurred or yet to be suffered.
- 4.7 A ticket that has been or will be resold and/or used for commercial purposes may be nullified by the Organisation in accordance with article 7.1 of the General Terms and Conditions. An annulled ticket does not give (or no longer gives) the right to attend the Event.

#### **Article 5 - Accommodations**

- 5.1 The agreement between the Organisation and the visitor for booking overnight stays in accommodations is concluded, after an order for one or more products has been placed with (a (pre)sales address employed by) the Organisation. An agreement is also established if a visitor spends the night in an accommodation at the expense of the Organisation.
- 5.2 In order to confirm the booking of an accommodation, it must be paid in advance. This can be done via iDeal, Paypal or credit card. After processing the payment, the visitor receives a confirmation from ESNS, via See Tickets.
- 5.3 Overnight stays in accommodations are sold by name (personalized). A booking is only accepted from a physical or legal person (artistic names, false names or similar are not accepted). The visitor must have a valid booking- and identification document when entering the accommodation. The Organisation is entitled, likewise the cooperating parties that offer accommodation, to deny the visitor access to the accommodation if the identity does not correspond to the name on the booking document.



- 5.4 The visitor is not permitted to (re)sell overnight stays in accommodations offered by the Organisation to third parties, to offer it for sale, to offer it for commercial purposes, to provide accommodation tickets, or refer to the overnight stays in commercial statements.
- 5.5 If a visitor wishes to transfer his or her overnight stay to a third party for non-commercial purposes, the visitor is obliged to report this to the Organisation. In this case, please contact the Organisation in time by e-mail at [hotels@esns.nl](mailto:hotels@esns.nl). The visitor is required to impose the obligations set out in the General Terms and Conditions on the person to whom he transfers the ticket. The visitor guarantees that the third party will comply with these obligations.
- 5.6 An accommodation order placed may be cancelled until 1 December 2022. Until then, the Organisation will refund the money to the account of the visitor. This amount is exclusive of €25,00 administration costs per room. After 1 December 2022, a placed order cannot be cancelled. The Organisation retains the right to deny orders at any time, or to impose additional conditions.
- 5.7 The visitor is responsible for the accommodation and interior, and can be held accountable for any damage or loss of the accommodation and/or interior. Smoking or open fire is not permitted in the accommodation. In the Event of improper use, or leaving the accommodation behind inadequately, extra costs will be charged.
- 5.8 Each accommodation may only be occupied by the maximum number of persons stated on the website for the accommodation in question.
- 5.9 The Organisation is not to be held accountable for loss, theft, damage or injury caused to or by users of the accommodation.
- 5.10 Information, such as announcements and quotations, relating to the Event and/or associated products will be provided as accurately as possible. The Organisation is not responsible for any inaccuracies or incompleteness in the information provided for this purpose.
- 5.11 The Organisation is not responsible for the quality, hygiene, safety or service of the booked accommodation.

#### **Article 6 - Cashless**

- 6.1 ESNS will be a hybride cashless event. The visitor will be able to pay for goods and services by using a wristband embedded with an NFC chip (a "Tag") or a chip card (also referred to as a "Tag"). In some event locations the visitor might need to present their Tag in order to be allowed entrance. This Tag is operated by GET, and will be issued to the visitor on entry into the Festival. For further information on the cashless system of ESNS, consult the Cashless Terms and Conditions or contact the Organisation, by email at [cashless@esns.nl](mailto:cashless@esns.nl)
- 6.2 During the festival the visitor must at all times keep their Tag on the wrist or (if not possible) such other secure location on them.



- 6.3 The visitor can credit their tag both online and at certain event locations, with a maximum balance of € 200. If a visitor wants to top up their tag online, the visitor must create a personal online account. The unused credit can be refunded to the visitor, if the visitor has an online account. In most ESNS locations payments with PIN and cash are also accepted.
- 6.4 The visitor must immediately notify a member of staff at one of the service points at the Event if their Tag is lost, stolen, damaged or if they know or suspect that anyone has used the credit on their Tag or knows their user identification code/password. When this occurs, the visitor should provide information required to verify their identity to deactivate, suspend or cancel their tag.
- 6.5 Our partner, Playpass NV, will use the personal data received from or regarding the visitor, directly or indirectly through the use of the Tag to carry out their services connected to the use of the Tag. The Organisation is not liable for the use of the visitor's personal data by these partners. For more information on the way PlayPass uses personal information read the Privacy Policy available at their [website](#).

**Article 7 - Force majeure and cancellation or relocation of the Event**

- 7.1 In accordance with Section 6:75 of the Dutch Civil Code, a shortcoming in the compliance by the Organisation cannot be attributed to it in the Event of force majeure. Force majeure includes any circumstance beyond the control of the Organisation - even if it was foreseeable as a possibility at the time the agreement was concluded - that temporarily or permanently prevents the execution of the agreement, such as a pandemic, war, riots, police and/or fire brigade action, strikes, transport difficulties, fire and other serious disturbances in the company of the Organisation or third parties, weather conditions, non-functioning public transport, illness and/or cancellation of the artist(s), bankruptcy of artists and/or organisation, nuisance and/or unlawful acts caused by third parties, including other visitors and/or the artists, by maintenance work, by improper functioning of facilities, and by other events.
- 7.2 In case of force majeure, the Organisation has the right to postpone the Event to an earlier or later date or to cancel the Event.
- 7.3 If the Event is cancelled by the Organisation as a result of or in connection with force majeure, the Organisation will only be obliged to refund the customer the reimbursement of the net ticket price. The service costs per conference registration are €25. The service costs for the festival tickets are €3.50 for Noorderslag Young, Eurosonic Wednesday and Eurosonic Academy and €4.50 for other festival tickets. These costs and / or other damage will not be refunded. Refunds will only be made within twelve weeks after the cancelled date at the latest, after the visitor has handed over a valid and undamaged ticket for the (cancelled) event. The customer cannot claim (replacing) access for another event.

- 7.4 If the Event is postponed by the Organisation to another date, the ticket will remain valid for the new date on which the Event will take place. If the visitor is unable or unwilling to visit the Event on the new date, he is entitled to surrender his ticket to a (pre)sales address against a refund of the fee paid by the visitor to the Organisation or the (pre)sales address minus the service costs of €25 for a conference registration, €3.50 for Noorderslag Young, Eurosonic Wednesday and Eurosonic Academy and €4.50 for other festival tickets. This refund will only take place if the visitor presents a valid and undamaged ticket in good time. If the Event is moved to a later date, the visitor can only claim a refund if he has returned the ticket to the (pre) sales address within four weeks of the date on which the Event takes place. If the Event has been moved to an earlier date, the visitor can only claim a refund within four weeks after the (old) date as stated on the ticket. Partial cancellation (less than 50% of the Event) does not entitle you to a refund.

#### **Article 8 - Rights of the Organisation**

- 8.1 In the Event that the visitor violates (one or more of) the provisions referred to in the General Terms and Conditions, the visitor will be in default by operation of law without the need for further notice of default, and the Organisation will be entitled to revoke the purchase with immediate effect and without judicial intervention, and/or to deny the visitor access to the Event (or any further access to the Event), for example, by cancelling the ticket without the visitor having the right to a refund of any compensation. An invalidated ticket does not (or no longer) entitle the visitor to access the Event.
- 8.2 The Organisation is entitled to immediately deny the visitor who has violated the rules of the General Terms and Conditions during or at one or more previous visits to the Event Location, or when there is a justified fear of damage by the visitor in any other way, the (further) access to the Event Location for an indefinite or a definite period of time and to remove the visitor from the Event Location.
- 8.3 If it is likely that there has been a forgery of the ticket, the Organisation is entitled to deny the holder of the ticket (further) access to the Event and to invalidate the ticket, without the visitor or the holder being able to claim any damage he suffers as a result.
- 8.4 The Organisation has the right to adjust the (regular) opening hours to incidental exercises for the purposes of company emergency response or, in the Event of a calamity, to evacuate the Event Location in whole or in part, without the visitor being entitled to a refund of any compensation and/or compensation for damage.

#### **Article 9 - Liability**

- 9.1 Visitors enter the Event Location and attend the Event at their own risk. The Organisation is not liable for loss of, theft of and/or damage to visitors' possessions.
- 9.2 The Organisation is not responsible or liable for any damage as a result of the cancellation, changes or deviations in (the content of) the programme of the Event, nor for any other damage, for whatever reason, which is directly or indirectly the result of acts or omissions of the Organisation and/or the Event Location, of persons in (one of) their service, or of other persons employed by or on account of (one of) them, or of third parties, during the Event or in connection with the stay at the Event Location, unless the damage is the result of deliberate intent or gross fault on the part of the Organisation.



- 9.3 If and to the extent that the Organisation, despite the foregoing, may be liable to the visitor for any damage suffered by the visitor on whatever grounds, this liability will at all times be limited to direct - and therefore not indirect or immaterial - damage up to the amount that will be paid out under the Organisation's legal liability insurance policy, and only if the Organisation is legally obliged to do so. In such a case, the Organisation is only liable if the visitor immediately informs the Organisation in writing of the shortcoming, with a reasonable period of time in which to comply with the obligation, and if the Organisation continues to fail to comply with that obligation even after the notice of default has been given.
- 9.4 The visitor is informed that loud music will be played during the Event. The Organisation advises visitors to wear hearing protection and to regularly go to an environment where no music is played in order to allow the hearing to rest. The visitor is also aware that (stroboscopic) lighting effects may be used, which can cause (epileptic) attacks. The Organisation is not liable or responsible for hearing damage and other physical disorders that may be related to visiting the Event.

#### **Article 10 - Privacy and personal data**

- 10.1 The Organisation processes personal data of customers and visitors on its website in accordance with the Personal Data Protection Act, as set out in the Privacy Statement on the website [www.esns.nl](http://www.esns.nl).
- 10.2 Image and/or sound recordings of the Event and the visitors may be made and recordings will be made public or reproduced. The visitor grants unconditional permission to make the aforementioned recordings and exploit them without the Organisation or third parties being obliged to pay any compensation to the visitor. The visitor hereby assigns any neighbouring and/or copyrights and/or portrait rights to the Organisation without any restrictions. Furthermore, the visitor irrevocably renounces the right to invoke his/her personality rights.

#### **Article 11 - Final provisions**

- 11.1 The General Terms and Conditions and/or related agreements are solely governed by Dutch law.
- 11.2 Any disputes, of whatever nature, that may arise between a visitor and the Organisation as a result of (the use or application of) the General Terms and Conditions and/or related agreements, will be submitted exclusively to the competent court in Groningen.