

1 INTRODUCTION

1.1 Eurosonic Noorderslag (ESNS) will be a cashless event. You will only be able to pay for goods and services using a wristband embedded with a RFID chip attached to your wristband (a “Tag”) or a chip card (also referred to as a “Tag”) in certain areas of the Festival site. In most of the Eurosonic locations you will also be able to pay both with chip and with cash. You will also need the Tag to access certain areas within the Festival, like de Oosterpoort.

1.2 The Tag is operated by YouChip GmbH (“YouChip”) and will be issued to you on entry into the Festival / Conference (“Event”) when you show a valid ticket. If we grant you access to the Event without a ticket, we may issue you with a Tag at our sole discretion.

1.3 These terms and conditions (“Terms”) govern the relationship between you and Stichting Eurosonic Noorderslag in relation to your use of the Tag, your online account and the services associated with the Tag. Please read these Terms carefully. By using the Tag and/or the services associated with the Tag you agree to comply with these Terms.

1.4 We may change these Terms from time to time by posting an amended version on <http://www.ensn.nl> (“Website”). Please check our website from time to time to see any changes we may have made, as your continued use of the Tag and/or the services associated with the Tag after these Terms are amended shall mean that you agree to be bound by such changes.

2 ADDING CREDIT TO YOUR TAG

In order to use your Tag to purchase goods or services at the Event you must credit your Tag with funds. Your Tag may hold a maximum balance of €200, – at any time. You can credit your Tag using any of the following methods:

- (a) online using iDeal, credit or debit card (minimum credit of €10, -) via the Website before and during the Event once you have created an online account (see clause 3 below);
- (b) at the top up machines at the Event using cash or credit or debit card (minimum credit of €10, -); only notes are accepted by the top up machines. Coins are not accepted. The Top Up machines do not give change. Any amount you insert into a top up machine will be credited to your Tag; or
- (c) at the manned top up booths at Noorderslag using cash, credit or debit card (minimum credit of €10, -).

Note, not all top up booths accept cash.

3 CREATING AN ONLINE ACCOUNT

3.1 By creating an online account you will be able to register your ticket/Tag to your account and, amongst other things:

- (a) credit your Tag before the Event without visiting the Top Up machines or booths in the Event;
- (b) receive a refund of any unused credit on your Tag after the Event;
- (c) enable us to blacklist your Tag if it is lost or stolen;

3.2 To create an online account you must visit the Website before, during or after the Event, on 18/02/2019 the latest (30 days after the event) and provide your name, your e-mail address and your ticket number (barcode) if you create an account before the Event. You must use your Tag identification number if you create an account during or after the Event.

3.3 You may ask us to de-activate your online account by emailing us at cashless@eurosonic.nl. We will use our discretion when considering your request and only delete your account if there is no unused credit on your Tag and you have not linked your online account to a ticket or Tag.

4 HOW TO USE YOUR TAG

4.1 During the Festival you must at all times keep your Tag on your wrist or (if not possible) such other secure location on your person.

4.2 You will need to touch / place your Tag at access points and/or show your Tag securely attached to your wristband to the relevant Event personnel in order to access certain areas of the Event and to enter and exit the Event. Access to such areas and the Event will be subject to the terms of your ticket and such other terms as are applicable to that area and/or the Event.

4.3 You can purchase goods and/or services from vendors at the Event by touching your Tag on a Tag reader located at the point of purchase, provided that you have enough credit on your Tag to pay for the entire transaction.

4.4 The available balance on your Tag will be reduced by the full amount of each transaction.

4.5 Once you have authorised a payment using your Tag, we cannot change, cancel it or provide you with a refund. Refunds for goods or services purchased from a Event vendor may be processed by that vendor but will be subject to the terms of your agreement with that vendor.

4.6 The credit on your Tag may only be used by you (as the registered account holder). You may not use any Tag other than the Tag associated with your ticket number.

4.7 We are not a party to any contract between you and a vendor at the Event and shall not be liable for, or in connection with, any goods or services provided or not provided by any such vendor.

4.8 Your Tag is not a credit card, debit card, charge card, or cheque guarantee card, it is not linked to your bank account and the balance on your Tag will not earn interest.

5 REFUNDS OF UNUSED CREDIT

5.1 You can only obtain a refund of any credit remaining on your Tag at the cashback-points at Noorderslag or – after the Event – by means of our online refund service. To obtain a refund online you must create an online account before 18/02/2019 the latest (see clause 3) if you have not done so already. To obtain a refund at our cashback-point at Noorderslag, your Tag must be on your wrist.

5.2 If you added credit to your Tag online using a credit or debit card, then the refund will be paid to the first card that was used to add credit to your Tag online.

5.3) NOTE: If you have used a credit/debit card for online top-up, your refund will automatically go to your credit card after the Event. This refund amount may not be higher than the total amount that you have initially top-upped with the credit card via the Website. If, after the Event, the credit on your Tag is higher than the total amount pre topped-up with the first credit/debit card, you should claim addition refund by providing / completing your bank details.

5.4 If you did not add credit to your Tag online using a credit or debit card, or if you used IDEAL to add credit online then you must register your bank account details on your online account and the refund will be paid to that bank account. It is your responsibility to ensure that the correct bank account details are registered on your online account.

5.5 By means of the refund service, refunds will be paid in accordance with this clause as soon as reasonably practicable after the Event, provided that you have taken the steps specified in clause 5.1 and 5.4 (if applicable) and:

(a) we have no reason to suspect that you have been engaged in fraudulent activity or breached these Terms; and

(b) we are not prohibited by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority.

5.6 If you have not registered an online account and provided your bank details on or before 18/02/2019 the latest (30 days after the event), you will not be entitled to a refund anymore and any credit remaining on your Tag will become our property.

5.7 If for any reason your ticket is replaced before you receive a Tag linked to that ticket, any credit on that ticket will not be transferred to the replacement ticket and you will only be able to claim a refund of that credit after the Event. Such refund will be paid in accordance with clause 5.

5.8 For the automatic online refund service, we do not charge a fee.

6 LOST, STOLEN AND DAMAGED TAGS

6.1 Take good care of your Tag.

6.2 You should treat your Tag as if it were cash in your wallet. If you lose your Tag then any credit, which is stored on your Tag account, may be lost, as if you had lost your wallet.

6.3 Do not expose the Tag to fire, excessive heat and all other circumstances that could damage the chip inside the Tag.

6.4 You may not tamper with your Tag or allow others to tamper with your Tag. If we reasonably believe your Tag has been tampered with, we reserve the right to disable your Tag, online account, your right to a refund and/or reject you from the Event.

6.5 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures and/or your online account, you must treat such information as strictly confidential. You must not disclose it to any third party.

6.6 You shall at all times remain responsible for the use of your Tag and the activity on your online account, whether or not the activity was authorised by you.

6.7 We have the right to disable any Tag, user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these Terms.

6.8 You must immediately notify a member of staff at one of the service points in the Event if your Tag is lost, stolen, damaged or if you know or suspect that anyone has used the credit on your Tag or knows your user identification code or password and provide your account username (if you have created an online account) and any other information reasonably required to verify your identity or deactivate, suspend, or cancel your Tag.

6.9 If, in our reasonable opinion, a Tag is damaged (other than through tampering), lost, stolen or destroyed, a replacement tag shall be issued as soon as reasonably practicable. Any replacement tag will be deemed to be a Tag for the purposes of these Terms. We reserve the right to ask for your ID before we can issue a replacing tag.

6.10 If, in our reasonable opinion, a Tag is damaged (other than through tampering), lost, stolen or destroyed and you have registered your Tag to your online account, we will attempt to block your Tag and you may be able to claim a refund of credit remaining on your Tag after the Event. Such refunds will be paid in accordance with clause 5. We cannot guarantee that your Tag can be blocked completely. If you have not registered your Tag online, we might not be able to block your Tag.

7 YOUR PERSONAL DATA

7.1 It is possible to use a Tag without having an online account.

In that case the information we receive from or regarding you, directly or indirectly through your use of the Tag, will only be used by us:

- (a) to administer your Tag account, process transactions, provide you with the assistance and services you request;
- (b) to carry out our obligations arising from any contracts entered into between you and us; and
- (c) to monitor and analyse at an aggregated level the organization of the Event and the movements of and transactions with Visitors. Visitors are all customers of ESNS who purchased a festival or conference ticket.

7.2 Furthermore our partners, including, without limitation, YouChip will use the personal data receive from or regarding you, directly or indirectly through your use of the Tag to carry out their services connected to the use of the Tag. We are not liable for the use of your personal data by these partners.

For more information on the way YouChip uses your personal information read the Privacy Policy available at <https://www.youchip.com>.

7.3 It is your responsibility to ensure that any information you provide to us is complete, accurate and that it remains up to date.

7.4 The Privacy Policy of Stichting Eurosonic Noorderslag can be found through the following direct link: <https://esns.nl/info/faq/>

8 OUR RIGHTS OF TERMINATION, CANCELLATION OR TO REFUSE A TRANSACTION

Without prejudice to any of our other rights, we may (without giving you prior notice) terminate our agreement with you, cancel or suspend your Tag or online account, or refuse a transaction, if we have reason to believe that the Tag or online account is being used fraudulently, illegally, or in breach of these Terms. In these circumstances we may refund any unused credit on your Tag account at our discretion, provided that we act reasonably. Any refund, if given, will be processed in accordance with clause 5.

9 OUR LIABILITY TO YOU

9.1 We will use our best efforts to provide you with a good working cashless system however we do not warrant or represent that:

- (a) your use of the Tag or Website will be uninterrupted and/or error free; or
- (b) the payment points will always be available at vendors at the Event.

9.2 We are not liable for any loss or damage which is caused to you or any third party as a result of a Tag that is lost, stolen or damaged nor for any loss or damage as a result of the use of your Tag or online account without your permission or an inaccessibility of your online account, unless and in so far this is demonstrably the direct result of our wilful intent or gross negligence.

9.3 Our liability in relation to the use of the Tag and/or online account, irrespective of the legal ground of this liability, is at all times limited to direct damage and will never exceed the amount of € 200,- (the maximum amount that can be topped up on a Tag)

9.4 We do not exclude or limit our liability under these Terms for:

- (a) death or personal injury caused by our gross negligence or wilful intent;
- (b) fraudulent misrepresentation from the part of our executive directors; or
- (c) any other type of liability which cannot by law be excluded or limited.

9.5 We shall not be liable for any delay or failure in the performance of our obligations under these Terms to the extent such delay or failure results from an event that is outside our reasonable control.

10 GENERAL

10.1 The invalidity or partial invalidity of any provision of these Terms shall not prejudice or affect the remainder of these Terms, which shall continue in full force and effect.

10.2 If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it were deleted or changed, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.3 Our failure to exercise, or delay in exercising, any right, power or remedy provided by these Terms or by law shall not constitute a waiver of that right, power or remedy.

10.4 These Terms and the documents referred to in it, constitute the entire agreement between you and us in relation to the Tag and the services associated with the Tag and supersede any previous agreement or arrangement between the parties relating to the same.

10.5 The parties agree that they have not entered into this agreement in reliance upon any statement, representation, covenant, warranty, undertaking or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) except as expressly set out in these Terms.

10.6 These Terms only apply to your relationship with us regarding the Tag and the associated services and they do not affect (and therefore are in addition to):

- (a) any terms and conditions governing Event tickets and/or entry into Event areas and
- (b) any agreement between you and a vendor of goods or services at the Event (including any statutory rights you may have as a consumer).

10.7 We are entitled to assign our rights and benefits at any time without prior written notice to or consent from you and are entitled to subcontract any of our obligations under these Terms.

10.8 These Terms shall be governed by and construed in accordance with the laws of The Netherlands. You and we hereby submit to the exclusive jurisdiction of the Court of Rechtbank Noord-Nederland (the Northern Netherlands court), location Groningen, (including in relation to any non-contractual disputes or claims).

11 CONTACT US

If you require any assistance in relation to the Tag, please contact us using the contact details below: cashless@esns.nl.