

ORDERING TERMS AND CONDITIONS BUSINESS CLUB

These terms and conditions apply to all orders that are made by or on behalf of the Member with the Amsterdam Music Dome Exploitatie B.V., acting under the name of Ziggo Dome (hereinafter: AMDE).

Article 1 – Range of Shows

- 1.1 AMDE will announce the range of Shows offered for which orders can be placed via the Business Club Portal or in writing (including per e-mail).
- 1.2 If an offer has a limited period of validity or has certain conditions (e.g. subject to availability), this will be expressly stated in the description of the offer.
- 1.3 AMDE ensures that the offer is sufficiently detailed, meaning that at least the following is stated:
- The name of the Show and the names of the performing artists that are known at the moment the offer is announced;
 - The date of the Show and (if already known) the show time. Show times, however, are always subject to change;
 - The price of a Right of Admission (including/excluding VAT);
 - Any additional products related to the Show (such as catering arrangements, parking cards, merchandise) that can be purchased, including the price of these products;
 - The term for acceptance of the offer;
 - The method of payment and delivery.
- 1.4 AMDE is not bound by any obvious mistakes or obvious errors in the offer.

Article 2 – Ordering process and payment method

- 2.1 Members' orders for Shows are in principle made through the Business Club Portal. In appropriate cases, AMDE may prescribe a different procedure or method of payment.

Article 3 – Ordering process Business Club Portal

- 3.1 Orders placed via the Business Club Portal are concluded the moment the Member has completed the ordering process prescribed by AMDE and the order has been (electronically) confirmed by AMDE.
- 3.2 AMDE can make use of the services of third parties for the payment process relating to orders (including but not limited to payment services providers). The Member agrees to any additional conditions from third parties that may apply to this process. AMDE accepts no responsibility for the correct execution of the payments by third parties.

Article 4 – Validity, withdrawal, and cancellation

- 4.1 The Rights of Admission and any other products ordered by the Member are valid as soon as the payment has been irrevocably credited to the account of AMDE.
- 4.2 Any orders placed in accordance with the procedures as described in article 3 or any other procedures to be indicated by AMDE are binding to the Member. The Member does not have the right of withdrawal.
- 4.3 If AMDE doubts the correctness or validity of the data entered for the order by the Member or the means of payment used by the Member, AMDE has the right to cancel the Member's order, even if the order has already been confirmed, and to sell the Rights of Admission to another Member. AMDE will ensure to inform the Member if such an occasion occurs.

Article 5 – Admission Ticket

- 5.1 As proof of the Right of Admission, the Member will receive an admission ticket. An admission ticket can consist of a document issued by or on behalf of AMDE or a barcode issued by or on behalf of AMDE. The barcode is a unique code.
- 5.2 The admission ticket is only issued once and grants admission to 1 (one) person.

- 5.3 The admission tickets are and remain the property of AMDE or the organizer. The admission ticket grants the holder the right to attend the Show. Only the holder of the admission ticket that shows the ticket first upon commencement of the Show is granted admission. AMDE may assume that the holder of this admission ticket is the rightful holder (the Member or their guest). AMDE is not obliged to perform any further inspection with regard to valid admission tickets. It is the Member's responsibility to ensure that they (or their guest) becomes and remains the holder of the admission ticket issued by AMDE.
- 5.4 From the moment the admission ticket has been made available to the Member, the risk of loss, theft, damage or abuse of this ticket lies with the Member.
- 5.5 The Member must ensure that the admission ticket can be issued via electronic communication and in a secure manner. AMDE cannot guarantee the confidentiality of the issued admission ticket nor the receipt thereof.
- 5.6 AMDE reserves the right to set a maximum to the number of Rights of Admission that can be ordered.

Article 6 – Prohibition resale

- 6.1 The Member must keep the admission ticket for a Show for themselves or their guest and is therefore not allowed to resell it in any way to any third party, offer it for sale or offer or issue it within the context of commercial purposes.
- 6.2 The Member undertakes towards AMDE to refrain from advertising or creating any (other) form of publicity in connection with the Show or any part thereof.
- 6.3 The Member who makes their admission ticket available to any third parties at no charge and not within the context of any commercial purposes is obliged to impose the obligations imposed on them as Member and as worded in the previous paragraphs of this article also to the person to whom they make the admission ticket available and guarantees AMDE that this/these person(s) will meet these obligations.

6.4 If the Member fails to and/or cannot meet their obligations, as stated in the previous paragraphs of this article:

- AMDE will have the right to invalidate the admission tickets or refuse the Member or their guest (further) admission to the event, without the Member having the right to claim restitution of the amount paid for the admission ticket. Holders of invalidated admission tickets do not have the right of restitution or compensation; and
- the Member will owe AMDE an immediately payable fine of € 10.000,-- per admission ticket, without prejudice to the right of AMDE to claim additional performance and/or compensation from the Member for any damage suffered or still to be suffered.

Article 7 – General Terms and Conditions organizer and Company Rules

7.1 The Right of Admission and access to the Show may be subject to terms and conditions of the Show organizer.

7.2 Members and any of their guests are, during their visit, bound by the Venue Terms of the Ziggo Dome. Violation of these terms may lead to the denial of access to the Ziggo Dome or removal from the Ziggo Dome.

Article 8 – Personal data

8.1 Contact information of the Member and persons notified by the Member is done in accordance with the General Data Protection Regulation and [the Privacy Policy of Ziggo Dome](#).

Article 9 – Other provisions

9.1 The applicability of any general terms and conditions of the Member is specifically excluded.

9.2 Dutch law applies to these terms and conditions for orders and to each agreement between the Member and AMDE.

- 9.3 Any dispute that might arise by reason of the agreement between AMDE and the Member or by reason of any agreement ensuing therefrom, will be resolved exclusively by the competent court in Amsterdam.
- 9.4 AMDE may unilaterally change the Ordering Conditions Business Club. In this event AMDE will notify the Member accordingly. If the Member is a person not acting in the exercise of a profession or business and the change results in the Member receiving a performance that differs materially from the original performance of AMDE, the Member will be entitled to terminate the agreement with effect from the date on which the changed Ordering Conditions Business Club come into force.
- 9.5 The Ordering Conditions Business Club and any agreement AMDE and the Member will be governed by Dutch law. All disputes that may arise in connection with the agreement between AMDE and the Member or any agreement resulting therefrom shall be settled exclusively by the courts of Amsterdam, unless the Member is not acting in the exercise of a profession or business and, within one month after AMDE has invoked this provision in writing, has made it known that they choose the legally competent court to settle the dispute.
- 9.6 In the event of discrepancies or differences in interpretation between the Dutch text of the Ordering Conditions Business Club and the translation into the English language, the Dutch text shall, at all times, be decisive and binding.