

General Terms and Conditions Day Memberships Ziggo Dome

These terms and conditions apply to (orders of) Day Memberships of Amsterdam Music Dome Exploitatatie B.V. doing business as Ziggo Dome (hereinafter: AMDE).

Definitions:

- Day Membership: a membership of the Ziggo Dome Member Club for one (1) Show including one (1) Right of Admission that grants the right of access to the Live Avenue and to one (1) Member Seat during the Show;
- Exclusive Areas: areas (including the Member Lounge) in the Ziggo Dome designated by AMDE per Show that are accessible to holders of a Day Membership;
- Live Avenue: area within the Ziggo Dome with exclusive catering facilities that is accessible by holders of a Day Membership;
- Member Cloakroom: cloakroom in the Ziggo Dome as designated by AMDE that can be used by holders of a Day Membership;
- Member Lounge: lounge area in the Ziggo Dome that is accessible for the holders of a Day Membership;
- Member Portal: electronic order platform of AMDE through which Day Memberships can be purchased;
- Member Seat: a special seat in an area at the top of the first tier in the Ziggo Dome, accessible from the Live Avenue;
- Show: a show in the Ziggo Dome for which a Day Membership can be purchased;

Article 1 – Offer

1.1 Upon request, AMDE offers in writing (including by e-mail) or by telephone, shows for which orders can be placed. In principle, an offer contains:

- The name of the Show and the names of the performing artist(s) as these are known at the time of the offer;
- The date of the Show and (if already known) the starting time. Show times are, however, always subject to change;
- The price of a Day Membership (including/excluding VAT) and the maximum number of Day Memberships that can be purchased;
- Any Show related additional products (such as catering arrangements, parking cards, merchandise) that can be purchased, including the price of these products;
- The deadline for accepting the offer;



- The method for payment and delivery.
- 1.2 If an offer is valid for a limited time or is subject to certain conditions (e.g. availability), this will then be expressly stated in the offer.
- 1.3 Obvious mistakes or errors do not bind AMDE.

Article 2 – Ordering process

- 2.1 AMDE will determine the ordering method and related process and payment method per Show. AMDE reserves the right to set a maximum to the number of Day Memberships that can be ordered.
- 2.2 Day Memberships can, in principle, be ordered by e-mail or telephone, based on the offer made by AMDE.
- Orders by e-mail
An order made by e-mail is only effected at the moment the order has been confirmed by AMDE (electronically), which finalizes the order. The customer subsequently receives either an invoice from AMDE, which is payable immediately, or a temporary login code for the Member Portal to confirm and pay the order directly through the Member Portal.
 - Orders by telephone
The following process applies to orders placed by telephone:
 - a. The customer informs AMDE of its order by telephone;
 - b. AMDE sends the customer a quotation based on the order placed in sub a.;
 - c. If the customer agrees, he will confirm his order through AMDE electronically. This will finalize the order. The customer then receives an invoice from AMDE, which is payable immediately, or a temporary login code for the Member Portal to confirm and pay the order directly through the Member Portal.
- 2.3 AMDE can make use of the services of third parties (including but not limited to payment services providers) for the payment process relating to orders.

The customer 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 3 – Validity, withdrawal, and cancellation

- 3.1 The Day Memberships ordered by the customer are valid as soon as the payment has been irrevocably credited to the account of AMDE.
- 3.2 Orders placed in accordance with the procedures as described in article 2 or any other procedures to be indicated by AMDE are binding to the customer. The customer does not have the right of withdrawal. In so far as the customer is a natural person, he/she declares to be aware that the purchase and sale of Day Memberships falls under the arrangements of Book 6, Section 230(p) sub e of the Civil Code pertaining to (time related) leisure products. Such products cannot, due to their nature, be returned.
- 3.3 If AMDE doubts the correctness or validity of the order data entered by the customer, or the means of payment used by the customer, then AMDE will have the right to cancel the customer's order, even if the order has already been confirmed, and to sell the Day Memberships to another customer. AMDE will ensure to inform the customer if such an occasion occurs.

Article 4 – Content Day Membership

- 4.1 Prior to, during and after the Show, the Day Membership gives the holder the right to:
- Admission to the Ziggo Dome via the designated entrance(s);
 - Admission to the Live Avenue;
 - Admission to the Exclusive Areas as designated per Show;
 - Admission to a Member Seat;
 - Use of the Member Cloakroom; and
 - Any additionally purchased products relating to the Show.
- 4.2 AMDE will announce per Show the start and end times for using the Day Membership.
- 4.3 Allocation of Member Seats takes place on best available basis and based on the date and time of applying for the Day Membership.

Article 5 – Admission Ticket

- 5.1 As proof of the Day Membership, the customer 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 one (1) person.



- 5.3 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. AMDE is not obliged to perform any further inspection with regard to valid admission tickets.
- 5.4 The customer must ensure that he (or his guest) becomes and remains the holder of the admission ticket issued by AMDE. From the moment the admission ticket has been made available to the customer, the risk of loss, theft, damage or abuse of the admission ticket lies with the customer.
- 5.5 The customer 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.

Article 6 – Prohibition resale and commercial use

- 6.1 The holder of a Day Membership must keep the admission ticket for a Show for himself (or his guest) and is therefore not allowed to resell it to third parties in any way, offer it for sale or offer or issue it within the context of commercial purposes.
- 6.2 The customer and/or holder of a Day Membership undertakes towards AMDE to refrain in any manner from advertising or creating any (other) form of publicity in connection with the Show or any part thereof.
- 6.3 The holder of a Day Membership who makes his admission ticket available to any third party at no charge and not within the context of any commercial purposes is obliged to also impose the obligations imposed on him as holder of a Day Membership and as worded in the previous paragraphs of this article, to the person to whom he makes the admission ticket available and guarantees AMDE that this/these person(s) will meet these obligations.
- 6.4 If the holder of a Day Membership fails to meet and/or guarantee his obligations as worded in the previous paragraphs of this article:
- AMDE will have the right to invalidate the admission ticket or refuse the holder of a Day Membership or his guest (further) admission to the event, without the holder of a Day Membership having the right to claim refund of the amount paid for the admission ticket. Holders of invalidated admission tickets do not have the right of refund or compensation; and
 - the holder of a Day Membership 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 holder of a Day Membership for any damage suffered or still to be suffered.



Article 7 – General Terms and Conditions and Company Rules

- 7.1 The General Terms and Conditions of the organizer of the Show apply to the admission to the Show. The details of the organizer can be found on the Ziggo Dome website. The General Terms and Conditions can be found on the website of the organizer in question and will also be sent on demand to the customer or any other holder of a Day Membership. The holder of a Day Membership hereby declares he is aware of and agrees with these conditions. In those cases where the General Terms and Conditions of the organizer deviate from these conditions, the Ziggo Dome conditions will prevail.
- 7.2 During their visit to the Ziggo Dome, holders of a Day Membership are bound by the current company rules. Violation of the company rules may lead to the denial of access to or removal from the Ziggo Dome.

Article 8 – Cancellation Show

- 8.1 In the event of force majeure in the broadest sense of the word, including in this connection illness and/or cancellation of the artist(s), strikes, fire, bad weather etc, a Show can be postponed to a later date or be cancelled.
- 8.2 If the Show is cancelled as a result of or in connection with force majeure, AMDE will exclusively refund the compensation that may have been paid already by the customer to AMDE for the Day Membership.
- 8.3 If the Show is postponed to a new date as the result of or in connection with force majeure, the Day Membership remains valid for the new date. Should the customer not be able or willing to purchase the Day Membership on the new date, of which AMDE must be informed in writing within five (5) working days after AMDE has announced the new date, the customer will have the right to terminate the agreement. In that case, AMDE will only refund the customer the compensation that the customer has already paid to AMDE for the Day Membership.
- 8.4 Subject to the obligation included in the previous paragraphs, AMDE is not bound to pay any damages or compensation and will be fully discharged in the matter.

Article 9 – Personal data

- 9.1 The processing of any personal data of the customer and any persons registered by the customer is done in accordance with the Data Protection Impact Assessment. This DPIA can be found on www.ziggodome.nl under "Privacy Policy".



Article 10 – Other provisions

- 10.1 For a natural person to obtain a Day Membership, a minimum age of 18 applies. A minimum age of 18 also applies to entry to the Exclusive Areas by a natural person, unless AMDE has, based on the nature of the event, determined otherwise.
- 10.2 Holders of a Day Membership are not allowed to enter or be in any other areas or parts of the Ziggo Dome than those they are entitled to on the basis of this agreement.
- 10.3 AMDE has the right to, depending on the specific auditorium layout for a Show, indicate certain seats as Member Seats. The indicated seats will, at all times, be the best available seats.
- 10.4 Written notices to the customer under this agreement will be deemed to have been received by the customer if these have been sent to the last known (e-mail) address of the customer in question and of which AMDE was informed.
- 10.5 AMDE has the right to terminate the Day Membership effective immediately:
- if the customer is declared bankrupt, applies for a moratorium, is placed in receivership or his debts are restructured;
 - if the customer, despite timely notice of default by AMDE, fails to (timely) pay the compensation as stated in this agreement; or
 - upon repeated or serious violation of the company rules of the Ziggo Dome or the conditions of the organizer of a Show by the customer or the holder of a Day Membership.
- 10.6 Upon termination of the Day Membership, based on a reason stated in article 10.5, AMDE is not bound to pay any refund of already paid compensation(s) for Day Memberships.
- 10.7 The Ziggo Dome Member Club is not an association, nor do the provisions of these terms and conditions intend to establish an association within the meaning of Book 2, Section 26 and further of the Civil Code.
- 10.8 The applicability of any general terms and conditions of the customer is specifically excluded.
- 10.9 Dutch law applies to these terms and conditions and to each agreement between the holder of a Day Membership and AMDE.
- 10.10 Any dispute that might arise by reason of the agreement between AMDE and the holder of a Day Membership or any agreement ensuing thereof, will be resolved exclusively by the competent court in Amsterdam.