

Member Ordering Terms and Conditions Ziggo Dome

These terms and conditions apply to all orders that are made by or on behalf of the Member with the Amsterdam Music Dome Exploitatatie 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 Member 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 organizer of the Show, and any applicable general terms and conditions set by the organizer in question;
 - 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 AMDE will determine the ordering method and related process and payment method per show.



Article 3 – Ordering process Member Portal

- 3.1 Orders placed via the Member 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 (including but not limited to payment services providers) for the payment process relating to orders. 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 6 – Validity, withdrawal, and cancellation

- 6.1 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.
- 6.2 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.
- 6.3 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 7 – Admission Ticket

- 7.1 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.



- 7.2 The admission ticket is only issued once and grants admission to one (1) person.
- 7.3 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 his 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 he (or his guest) becomes and remains the holder of the admission ticket issued by AMDE.
- 7.4 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.
- 7.5 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.
- 7.6 AMDE reserves the right to set a maximum to the number of Rights of Admission that can be ordered.

Article 8 – Prohibition resale

- 8.1 The Member must keep the admission ticket for a Show for himself or his 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.
- 8.2 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.
- 8.3 The Member who makes his 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 him as Member and as worded in the previous paragraphs of this article also to the person to whom he makes the admission ticket available and guarantees AMDE that this/these person(s) will meet these obligations.

8.4 If the Member fails to and/or cannot meet his 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 his 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 9 – General Terms and Conditions organizer and Company Rules

9.1 The General Terms and Conditions of the organizer of the Show apply to the Rights of Admission and the admission ticket to the Show. These terms and conditions are available on the website of the organizer in question and will also be sent to the Member on demand. The Member declares to have knowledge of and agree with these conditions. In those cases where the General Terms and Conditions of the organizer deviate from these conditions, these conditions will prevail.

9.2 Members and any of their guests are, during their visit to the Ziggo Dome, bound by the current company rules. Violation of the company rules may lead to the denial of access to the Ziggo Dome or removal from the Ziggo Dome.



Article 10 – Personal data

10.1 The processing of any personal data of the Member and any persons registered by the Member is done in accordance with the General Data Protection Regulation and the Privacy Statement of AMDE. This Privacy Statement can be found on www.ziggodome.nl.

Article 11 – Other provisions

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

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

11.3 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.

In the event of deviations or disputes over interpretation between the Dutch text of these Conditions and the English translation, the Dutch text will, at all times, be decisive and binding.

