

## VISITOR TERMS AND CONDITIONS

### 1. GENERAL

1.1 These Visitor Terms and Conditions ("Terms") govern the relationship between Happy Group B.V., having its registered office at Bronckhorststraat 32-3, 1071WS, Amsterdam ("Happy Group ") as event organizer and producer (hereafter referred to as: "Events") and consumers (I) purchasing products and services via the Happy Group websites and webshops, and (II) visiting our Events wherever the location of such Event may be ("Visitors").

1.2 Happy Group can be contacted by email at [info@happygroup.nl](mailto:info@happygroup.nl) Happy Group is registered at the Chamber of Commerce in Amsterdam under registration number 76723399.

1.3 These Terms are made available on [www.happyfeelings.nl](http://www.happyfeelings.nl). They will be sent to anyone on request free of charge. This request can be submitted by e-mail at [info@happygroup.nl](mailto:info@happygroup.nl)

### 2. EVENTS

2.1 To attend our Events Visitors need a valid ticket, which can be purchased at our websites and webshops. Tickets for Events may only be purchased and used by Visitors with a minimum age of 18 years. A valid ticket provides one time access to the Event. Re-entering the Event location requires a new valid ticket.

2.2 Happy Group has the right to deny Event access to Visitors (or remove Visitors from the Event):

- (a) Who cannot demonstrate that they have a minimum age of 18 years, unless the website of the respective Event indicates otherwise;
- (b) Who do not comply with the house rules set by Happy Group in relation to an Event, for instance in relation to alcohol and drug usage or possession, for which the burden of proof lies with the Visitor;
- (c) If Happy Group deems necessary to protect the rights and interests of other Visitors, Happy Group or third parties, for instance following complaints.

2.3 Attending an Event (including travelling to an Event using transport services to and from the Event, including if transportation is offered by Happy Group) is at the Visitor's own risk.

2.4 Tokens, chips or other payment methods used during an Event are valid for that Event only without any reimbursement during or after the Event.

2.5 Happy Group is entitled to make images and/or sound recordings during Events, which can include recordings of Visitors. Happy Group is allowed to edit, disclose, multiply and live-stream these recordings or exploit them otherwise.

2.7 Without the prior written consent of Happy Group, Visitors are not allowed to make image and/or sound recordings during the Event, including photographs, films, reproductions of and/or copies of parts of the program, posters and other printed matter.

### 3. USE OF THIRD PARTY SERVICE PROVIDERS

3.1 Happy Group uses third party product or service providers in relation to Events, including:

- (a) Transportation providers, such as tour operators that provide transport to Event locations;
- (b) Product or service providers at Event locations, such as locker service providers or stand operators;
- (c) Third party payment providers, such as in relation to purchasing Event tickets; and
- (d) Accommodation providers, such as in relation to certain Events.

3.2 Visitors enter into direct relationships with such third parties for which Happy Group accepts no liability.

### 4. PURCHASE

4.1 Happy Group makes reasonable efforts to ensure the price as indicated on the website is correct. During the purchase process and before acceptance of the offer Happy Group will communicate to Visitors:

- (a) The total price including delivery costs and the VAT, subject to any changes to the rate of VAT;
- (b) The available methods and costs for delivery;
- (c) Any supplementary costs, in case the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery.

4.2 In case the rate of VAT changes, the new price will apply directly from the day the legislative change has become effective.

4.3 Online payment services are provided by third party payment providers who will inform Visitors in advance of acceptable payment methods, for instance credit card, IDEAL or bank transfer. Acceptable payment methods depend per third party payment provider.

4.4 Visitors have only completed the purchase and entered into an agreement with Happy Group when:

- (a) the instructions on the website have been followed and all of the required information has been provided;
- (b) the offer, including these Terms, and the payment obligations have been accepted;
- (c) the third party payment provider has successfully received the required payment in full from the Visitor; and
- (d) the completed purchase is confirmed to Visitors by email.

### 5. DELIVERY

After providing the Visitor with a confirmation of the purchase Happy Group will deliver the product(s) or service to the Visitor within a maximum of 30 days using the standard delivery method, unless agreed otherwise.

## 6. CONFORMITY

6.1 Happy Group makes reasonable efforts to:

- (a) deliver products and services in conformity with the description on the website and the quality and quantity as listed in the virtual shopping cart of Visitors;
- (b) ensure that sizes, colors and quantities meet the general accepted level of conformity with the description on the website, unless agreed otherwise.

Happy Group cannot guarantee that delivered products and services will be fully compliant with the expectations of the Visitor. All product pictures and descriptions on the website are for illustrative purposes only.

6.2 Happy Group organizes specific programs for Events, which are described on the website. Happy Group will undertake reasonable efforts to execute the program of the Event according to plan and as announced. However, Happy Group is not able to completely guarantee that the execution of the program of the Event is as described, for example with regard to the length or quality of the performance.

6.3 Happy Group makes a reasonable effort to inform Visitors about the smoke-free character of indoor Events. However Happy Group can't guarantee that indoor Events are 100% smoke-free.

## 7. RIGHTS OF THE ORGANISER

7.1 If the Buyer/Visitor breaches one or more of the provisions contained in these GTC, the Organiser will be entitled to invalidate the Admission Ticket or deny the Visitor access or further access to the Event without the Buyer/Visitor being entitled to reimbursement of the amount paid to the Organiser for the Admission Ticket (including service charges), whether through a sales point or pre-sales point.

7.2 The Organiser reserves the right to deny the Visitor access or further access to the Event or to remove them from the place where the Event is taking place if the Organiser considers this reasonably necessary to maintain peace and order during the Event.

7.3 The Organiser organises specific programmes for Events, which are described on the website. The Organiser will make every reasonable effort to carry out the programme of the Event as planned and as announced. However, the Organiser cannot fully guarantee that the programme of the Event will be carried out as described, for example, regarding the duration or quality of the performance. An announcement of a line-up of artists, location, etc., is therefore without obligation and may be subject to change. The Organiser is at all times entitled to make changes, which never entitle the Buyer/Visitor to compensation. The starting time stated on the Admission Ticket is subject to change.

7.4 The artist and the Organiser are entitled to make (or have made) video and/or audio recordings of the Event and to use these images for promotional purposes for themselves or for their partners or sponsors. Persons who appear in the recordings are not entitled to any compensation.

7.5 The Organiser reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual legislation and regulations.

7.6 Happy Group B.V. has the right to use data of all customers that bought tickets for events via the ticketshop of Happy Group B.V. (i.e. mail address/gender/mobile phone numbers etc.) for promotional/marketing purposes for all their future events from all different concepts that are linked to Happy Group B.V.

## 8. FORCE MAJEURE EVENTS; EVENT CANCELLATION OR CHANGE OF EVENT DATE

8.1 In case of force majeure events, including cancellation by artists or DJ's booked for an Event, public interventions, withdrawn Event permits, strikes, failing devices, natural phenomena such as extreme weather, global health concerns or other circumstances, Happy Group is entitled to cancel, change or amend Events, Event dates, Event locations as it deems necessary. As long as the Event takes place, no refunds can be made.

## 9. LIMITATION OF LIABILITY

9.1 To the maximum permitted under Netherlands law, Happy Group excludes all liabilities in relation to: (i) third party service providers, (ii) force majeure events, (iii) cancelled, changed or amended Events, Event dates, Event locations, (iv) conformity of products or services, and/or (v) denying access to Visitors of Event locations or removing of Visitors from Event locations.

9.2 In any event, the maximum liability of Happy Group will be reimbursement of the price paid to Happy Group in relation to an Event or a Happy Group product or service.

## 10. RIGHT OF WITHDRAWAL

10.1 Visitors who purchased Happy Group products, such as merchandize or other physical product, have the right to withdraw from the purchase contract without giving any reason, for instance if products do not meet Visitor expectations.

10.2 Visitors must communicate withdrawal to Happy Group within 14 days after receiving the product(s) (or in the event of partial delivery, receiving the last product) by sending an email to [info@happygroup.nl](mailto:info@happygroup.nl). Happy Group shall provide a confirmation of withdrawal by email upon receipt of the communication.

10.3 After Happy Group has received and confirmed the notification of withdrawal from the Visitor by email, the product(s) have to be returned by the Visitor within 14 days. The costs for the return are to be paid by the Visitor.

10.4 The burden of proof of exercising the right of withdrawal in a correct way and on time is on the Visitor.

10.5 Happy Group will reimburse Happy Group products to the Visitor within 14 days after being informed about withdrawal by email by providing:

- (a) the total amount it has received from the Visitor for the purchased product(s); or
- (b) a reasonable and appropriate lower amount when the value of the product is reduced due to how the product is handled, for example in a way that would not be allowed in a shop. Visitors are only allowed to investigate the product(s) as far as necessary to determine whether the nature, characteristics and functioning of the product(s) meet the expectations.

10.6 Happy Group shall reimburse the product(s) by using the payment method which has been chosen by the Visitor during the purchase, unless agreed otherwise. If the Visitor has expressly opted for a type of delivery other than the least expensive type of standard delivery Happy Group will not reimburse the supplementary costs.

10.7 Visitors do not have the right to withdraw from purchase contracts regarding services:

- (a) related to leisure activities if the contract provides for a specific date or period of performance, such as Event tickets; or
- (b) that have been fully performed if the performance has begun with the Visitor's prior express consent, and with the acknowledgement that the Visitor will lose the right of withdrawal once the contract has been fully performed by Happy Group.

## 11. APPLICABLE LAW AND COMPETENT COURT

11.1 The Terms shall be governed by Netherlands law, whereby the competent court of Amsterdam shall have exclusive jurisdiction.

## HOUSE RULES

Happy Group has house rules to make sure that Events pass by safe and peaceful. Attending Events means that the Visitor agrees to these house rules and acknowledges applicability of these house rules. Visitors are required to follow these house rules and any directions during the Event by:

- (a) Happy Group staff;
- (b) Security staff, attendants, fire brigade, the police or any other authorized persons; and
- (c) Transport and location operators.

Happy Group has the right to deny Event access to Visitors or remove Visitors from the Event who do not comply with the house rules. Once removed, Visitors will not be allowed to reenter the Event.

Breach of the house rules may trigger Happy Group to inform police.

1. Minimum Age of 18. Visitors (assumably) under the age of 18 will not be allowed access to Events or will be removed from Events.

2. Zero tolerance on prohibited products, including weapons and drugs. Any possession of prohibited products (see below) is prohibited and reason to deny Event access or remove a Visitor from the Event. The same applies to Visitors (assumably) under the influence of drugs. Security staff may request Visitors for permission to search for unlawful products. Refusal to cooperate with a search request could result in denial of Event access or removal from the Event.

3. Zero tolerance on alcohol when accessing Event. Visitors (assumably) under the influence of alcohol will not be allowed access to Events or will be removed from Events.

4. Zero tolerance on unwanted behavior. Visitors (assumably) demonstrating the following behavior will not be allowed access to Events or will be removed from Events: (I) urinating or smoking outside the designated facilities or areas, (II) putting down, hiding or keeping goods outside the designated lockers, (III) distributing flyers, promotion material or any other (free) goods at or nearby Events, (IV) selling or providing any product or service at Events without prior consent of Happy Group, (v) using lockers to keep prohibited products, (VI) using a toilet cabin with multiple people, (VII)

climbing a stage, gate, fence, staging or any other object or enter any artist or staff entrance or area which is prohibited to access for Visitors, (VIII) having (top and/or bottom) body part(s) exposed during Events, and/or (IX) bringing damage to any item, object, or element which is part of Events.

5. Medication requires physician's statement. Visitors should bring a signed physician's statement to be allowed to bring prescribed medication on medical grounds to the Event.

6. Payment methods valid during Event only. Tokens or chips or other payment methods purchased during the Event are only valid during that specific Event.

7. Wear earplugs during Event. Loud music will be performed at Events. Earplugs can be brought to or purchased at Events, which help lowering the impact on hearing. Visitors should not stand nearby or in front of speakers from which music is played.

8. No usage of professional recordings devices. Visitors are allowed to take photos or make recordings using the smartphone, unless used for commercial exploitation. Using professional recording devices is not allowed. Unlawful products. The following products are forbidden to bring to an Event or have available at an Event location: (I) (semi-) professional photo, film, sound and/or other recording devices of any sorts, (II) glassware, plastic bottles, beverages, foods, all kind of narcotics or drugs (even in small amounts), (III) tin, fireworks, weapons and/or dangerous objects, including objects that may be used as a weapon or may be dangerous or annoying, and (IV) obscene or discriminating clothing or texts on clothing, clothing clearly referencing to a specific soccer team, motor club or criminal or strict religious organization, clothing that covers the face, flags or similar objects. Of course, bringing an animal is forbidden as well.

To:

Happy Group B.V.  
Van Eeghenstraat 98  
1071GL Amsterdam.  
[info@happygroup.nl](mailto:info@happygroup.nl)

I hereby give notice that I withdraw from my contract of sale of the following goods / for provision of the following service:

Ordered on:

Name of consumer:

Address of consumer:

Date: