

# General Terms and Conditions

These general terms and conditions (hereinafter referred to as the "General Terms and Conditions") govern the corresponding (re)sale of tickets and/or other products to the customer by See Tickets on behalf of an Organiser or Service Provider. These General Terms and Conditions take effect as of 30 April 2020.

## **The Organiser of the festival or event will be considered the seller.**

See Tickets acts as an intermediary (commercial agent) of the organiser (hereinafter: "Organiser") and/or Service Provider. See Tickets delivers one or more Ticket(s), collects funds, forwards these funds to the Organiser and/or Service Provider, and facilitates a customer service department for this purpose. This means that products and services are offered and sold through the Paylogic System (hereinafter: "See Tickets Platform") as commissioned by and for the account of the Organiser or Service Provider. Accordingly, See Tickets is not a party to the Agreement concluded with the Buyer. See Tickets is not responsible or liable for the (artistic quality of) provided products and/or services or the manner in which the Organiser fulfils its obligations vis-à-vis the visitor (hereinafter referred to as the "Buyer(s)").

See Tickets explicitly refers Buyers to the applicable conditions of the Organiser or Service Provider and/or the website of the Organiser or Service Provider concerning the purchased products, services, and entrance tickets.

## **Information about and characteristics of the products and/or services.**

The information released by See Tickets when providing its services is based on the information provided to it by the Organiser or Service Provider. Even though See Tickets observes the due care when offering its services, it cannot guarantee that all information is accurate, complete, or correct. As a result, See Tickets cannot be held responsible for any errors whatsoever (including typographical errors), any interruption in the provision of the services, inaccurate, misleading, or untruthful information, or the failure to provide information. Each Organiser will always be fully responsible for the accuracy, completeness, and correctness of the (descriptive) information (including rates/surcharges/prices, policy & conditions, and the availability thereof) presented on the See Tickets Platform.

Buyers can contact the customer service department of See Tickets, the Organiser, or the Service Provider for questions or complaints about the purchasing of Tickets.

## **Contact details of the Organiser or Service Provider:**

Consult the website of the Organiser or Service Provider, or the Commercial Register.

## **Contact details of See Tickets**

See Tickets B.V., also trading as See Tickets, established in Groningen, with visiting address: De Ruijterkade 113, 1011 AB in Amsterdam (CoC 01140404).

- Online (24/7) customer service: <https://customerservice.See Tickets.com/hc/nl/requests/new>
- For the contact options of the telephone customer service of See Tickets, visit: <https://customerservice.paylogic.com/hc/en-us>

\*Rates depend on your country and your telephone providers.

## **Contents**

<b>Article 1 – Definitions</b>	<b>3</b>
<b>Article 2 – Applicability of these General Terms and Conditions</b>	<b>4</b>
<b>Article 3 – Exclusion of the right of revocation; Investigation requirement of the Buyer</b>	<b>4</b>
<b>Article 4 – Fees and additional costs (“service fee”)</b>	<b>5</b>
<b>Article 5 – Payment</b>	<b>5</b>
<b>Article 6 – Delivery</b>	<b>6</b>
<b>Article 7 – Ban on resale</b>	<b>6</b>
<b>Article 8 – Access (control)</b>	<b>6</b>
<b>Article 9 – Cancellation of an Event and refunds</b>	<b>7</b>
<b>Article 10 – Special provisions on (hotel) accommodation and transfers</b>	<b>7</b>
<b>Article 11 – Liability</b>	<b>7</b>
<b>Article 12 – Privacy and processing of personal data</b>	<b>8</b>
<b>Article 13 – Change clause</b>	<b>8</b>
<b>Article 14 – Applicable law</b>	<b>8</b>

## Article 1 – Definitions

<b>Agreement</b>	The agreement, including the General Terms and Conditions and the conditions of the Organiser and the Location, or the conditions of the Service Provider in force between the Organiser and/or the Service Provider and the Buyer concluded by placing an order on the See Tickets Platform;
<b>Buyer(s)</b>	The party purchasing a Ticket or Other Product through the See Tickets Platform;
<b>Event</b>	The public or private event, such as, but not limited to, festivals, presentations, musicals, theatre shows, stage or music shows, concerts, (dinner) shows, trade fairs, or sporting events;
<b>General Terms and Conditions</b>	These General Terms and Conditions;
<b>Location</b>	The location of the Event;
<b>Order</b>	An order for one or more Ticket(s) and/or Other Products of the Organiser using the See Tickets Platform;
<b>Organiser</b>	The party selling Tickets through See Tickets and commits to and is responsible for the organisation of the Event and the sale/offering of Other Products;
<b>Other Product(s)</b>	Products that are not Tickets, for example, but not limited to, Refund Protection, (Hotel) Accommodation, transfers and/or merchandise; Protection offered for the cancellation risk which the Buyer can purchase through the See Tickets Platform when purchasing his or her Ticket. The Refund Protection will be concluded directly between the Buyer and the Reservation Protection Firm. The costs due by the Buyer will be charged during the Order by See Tickets on behalf of the Reservation Protection Firm. The Order Number of the Ticket will also serve as the identification number of the Refund Protection for the Buyer;
<b>Refund Protection</b>	The firm offering the Refund Protection;
<b>Reservation Protection Firm</b>	All websites making use of the services and/or software provided by See Tickets to make the sale of Tickets and/or Other Products possible;
<b>Sales channels</b>	The private company with limited liability See Tickets B.V., established in (9712 PM) Groningen at Nieuwe Boteringestraat 28-30, with visiting address De Ruijterkade 113, 1011 AB in Amsterdam;
<b>See Tickets</b>	The Provider of Other Products related to trips and/or accommodation;
<b>Service Provider</b>	The right to access an Event recorded on a carrier;
<b>Ticket(s)</b>	

## **Article 2 – Applicability of these General Terms and Conditions**

These General Terms and Conditions exclusively govern the corresponding (re)sale. By completing the Order, the Buyer concludes an Agreement with the Organiser and/or Service Provider and fully accepts these General Terms and Conditions and the additional conditions of the Organiser and/or Service Provider and/or Location. The general terms and conditions of the Organiser and/or Service Provider will be provided to the Buyer by the Organiser and/or Service Provider, whether or not through See Tickets, can be found on their websites, and can always be requested from the Organiser and/or Service Provider in question.

The Organiser has the right to only publish these additional access conditions at the Location insofar as these conditions are in the interest of public order or the safety of visitors, artists and/or employees at the location.

Insofar as these General Terms and Conditions are in conflict with other general terms and conditions, these General Terms and Conditions will prevail, except in relation to the provisions that govern the relationship between the Organiser or Service Provider with the Buyer.

See Tickets acts as an intermediary on behalf of the Organiser or Service Provider and is not a party to the agreement concluded with the Buyer through the See Tickets Platform.

## **Article 3 – Exclusion of the right of revocation; Investigation requirement of the Buyer**

**The right of revocation is expressly excluded concerning the sale of Tickets and Other Products pursuant to Article 6:230(p) (section e) of the Dutch Civil Code.**

This means that the Buyer does not have a 14-day reflection period to cancel or return the Order at no cost. This applies to Tickets and Other Products for which the Organiser must consider a certain capacity or offer accommodation for other purposes than residential purposes, transport of goods, car rental services, catering, and services related to leisure activities, and if the agreement between the Buyer and the Service Provider includes a certain period of fulfilment, including, but not limited to, lockers and hotel rooms. Orders that are not covered by the above description of purposes are governed by the conditions of the Organiser.

If possible, changes to the Order can be requested through the See Tickets customer service department. The Organiser or Service Provider can reject or accept the request, potentially charging additional costs. The Buyer can possibly invoke the optional Refund Protection insofar as the Reservation Protection Firm provides compensation for these costs (damage) based on its conditions. The Buyer must contact the Reservation Protection Firm directly in this case.

### **Investigation requirement of the Buyer**

The Buyer is responsible for inspecting the correctness of the received products (the so-called “investigation requirement” of the Buyer). In case of an incorrect (non-compliant) delivery, for example in case of incorrect (Ticket) details such as tier, place, Event, or the name of the ticket holder, the Buyer will receive a new product at its first written request and without any additional costs, provided that the Buyer returns any products already delivered to the Organiser (See Tickets, in this case), and reports any errors in the product to the Organiser and See Tickets without unreasonable delays. Changing names after placing the order (“substitution”) is explicitly excluded from the right to free changes.

The Organiser and the Service Provider reserve the right to refuse Orders without substantiation at any time, including (the suspicion of) abuse of the See Tickets Platform by the Buyer, or (the

suspicion of) commercial and/or large-scale resale.

#### **Article 4 – Fees and additional costs (“service fee”)**

The (nominal) fees of Tickets and/or Other Products shown on Sales Channels include service fees by default. Service fees are charged to the Buyer for the necessary costs of, among others, but not limited to, record-keeping, operating, and maintenance costs, managing access checks, (mandatory) memberships of music venues, the provision of a customer service department, and, if applicable, the costs of sending physical Tickets and/or Other Products.

The (amount of the) service fees will always be stated in advance in a clear manner at the Order or included in the overall fee for the Ticket or Other Products. Depending on the product, service fees may be charged per product or per complete Order. Service fees can be changed by the Organiser at any time, but never with retroactive effect.

The fees for Tickets and/or Other Products may be higher than the prices printed on the Tickets by See Tickets due to additional costs for reservations, payments and/or delivery, for example. The statutory VAT rates apply.

#### **Article 5 – Payment**

When placing an Order, the Buyer either undertakes to pay the corresponding overall amount to See Tickets – which collects these payments on behalf of the Organiser or Service Provider – or to give See Tickets permission to deduct the corresponding amount from the account indicated by the Buyer.

The Buyer will receive a payment confirmation once the transaction has taken place correctly.

All Orders, irrespective of their place of issuing, will be paid in euros, unless indicated otherwise on the relevant Sales Channels.

The Agreement between the Buyer and the Organiser and/or Service Provider will be concluded permanently once See Tickets has received and processed the (authorisation of the) payment by the Buyer, and the Buyer has received a (written) confirmation from the Organiser or from See Tickets on behalf of the Organiser. The Buyer will have made a discharging payment to See Tickets in this case.

The payment confirmation expressly does not constitute a completed Order in itself. A completed Order or purchase will only exist once the Buyer has received a (written) confirmation of this from or on behalf of the Organiser. The Buyer cannot derive any rights from its order and/or enforce delivery until the moment of confirmation. If a complete payment has taken place but no delivery of the Ticket or Other Products is determined to be possible due to circumstances, the Buyer is entitled to a refund of the full purchase amount, including any additional costs, such as service fees paid by the Buyer. The Organiser or the Service Provider guarantees that the purchase amount will be refunded to the account of the Buyer without unreasonable delays, with due observance of any applicable conditions of the Organiser or Service Provider.

If the Buyer chooses for payment in installments, the conditions of the Installment Plan will apply in addition to these General Terms and Conditions.

These will be offered separately when the Buyer chooses to make use of the Installment Plan.

## **Article 6 – Delivery**

The Buyer will choose the delivery method when placing the Order. Any additional costs for certain forms of delivery will be listed in advance at the overall price of the Order. The Buyer irrevocably accepts these costs by completing the payment.

## **Article 7 – Ban on resale**

Tickets delivered by or on behalf of the Organiser will remain the property of the Organiser. Tickets must be considered a physical or digital representation of a license to attend the Events of the Organiser, which license can be revoked by the Organiser at any time.

Without the prior (written) permission of the Organiser, the Buyer may not (re)sell Tickets to third parties or directly or indirectly provide Tickets or make Tickets available to third parties in any other (commercial) manner at elevated prices (more than 20% of the original value of the Ticket) and/or in large quantities (more than 9 tickets, or more than the Ticket limit per person determined by the Organiser).

The Buyer acknowledges the interest of See Tickets, the Organiser, and other Buyers or visitors of the Event in the prevention of resale of the Tickets to such extent that the Tickets are sold against excessive prices due to this form of resale. For this reason, See Tickets and the Organiser have the right to deviate from the above standards on price increases or quantities if there is a suspicion that the Tickets purchased by the Buyer are intended for (illegal) resale.

The Organiser reserves the right to declare Tickets invalid if these provisions have not been met, for example in case of unauthorised resale. Also refer to Article 8 in this respect (Access (control)).

## **Article 8 – Access (control)**

The Organiser can require the holder of a Ticket to personalise it. The Organiser has the right to check the identity of ticket holders at the entrance(s) of the Event. For this reason, ticket holders must be in the possession of a valid identification document such as a driving license, passport, or ID card. The Organiser or the Location reserves the right to refuse access if the personal details of the holder of a Ticket do not correspond to the details set out on the Ticket in order to prevent possible resale, fraud, or misuse. The Buyer is fully responsible for entering the right details during the personalisation step and is not entitled to compensation (for damages) if details are incorrect or do not correspond to the personal details shown.

The Organiser is not responsible or liable for theft, fraud, (unauthorised) copies and/or loss insofar as this cannot be reasonably attributed to the Organiser.

The Organiser reserves the right to refuse ticket holders access to the Event if they arrive outside of any indicated access hours. The Organiser will always have the right to invalidate (a) sold Ticket(s) and/or refuse access to the Event without the right to a refund and/or compensation in case of:

- (the suspicion of) illegal resale of Tickets as referred to in Article 7 of the General Terms and Conditions;
- the inability of the Buyer or visitor to identify himself or herself;
- fraud related to the purchase of a Ticket, abuse of the See Tickets System, or falsification of the identity of the Buyer and/or visitor;

- other cases in which access poses a risk to public order or safety, such at the discretion of the Organiser or the Location, whether or not imposed or recommended by government authorities.

## **Article 9 – Cancellation of an Event and refunds**

The Organiser may decide to move the Event to another time, date and/or Location or to cancel it in its entirety due to circumstances. This is fully beyond the control of See Tickets. In these cases, the Buyers will be informed by the Organiser or See Tickets in advance (in writing, by email, website, WhatsApp, or text message).

The consequences of the cancellation or relocation/postponement of the Event are arranged in the special conditions of the Organiser.

Only the Organiser is responsible for providing refunds. See Tickets will not provide refunds without prior instructions of the Organiser, and only once the Organiser has made the corresponding refund amounts available to See Tickets. See Tickets can never be held liable for a refund or a lack thereof (also refer to Article 11 – Liability).

## **Article 10 – Special provisions on (hotel) accommodation and transfers**

The provisions of this article govern all booked (hotel) stays and/or transfers offered on the Sales Channel of the Organiser and that take place in cooperation with the Service Provider. See Tickets is expressly not a party to the Agreement concluded between the Buyer and the Service Provider. The general terms and conditions of the Service Provider(s) in question, including the conditions on cancellation, apply. Insofar as the aforementioned general terms and conditions are in conflict with these General Terms and Conditions, these General Terms and Conditions will prevail.

The Organiser (or See Tickets) will not be liable for a shortcoming in the fulfilment of a reservation insofar as this shortcoming cannot reasonably be attributed to the Organiser (or See Tickets). The Buyer must submit complaints and/or (damage) claims directly to the Service Provider in these cases. The Buyer can contact the customer service department of See Tickets for any other questions.

Reservations will be registered in the name of the Buyer. The Buyer is not entitled to transfer the Tickets to third parties ("substitution"), unless stated otherwise in the general terms and conditions of the Service Provider or as an act of courtesy. The Service Provider may charge additional costs for this.

The Buyer will receive all relevant information concerning the reservation, including the arrival (check-in) and departure (check-out) times. The Service Provider reserves the right to change the arrival and departure times in all reasonableness. In these cases, the Buyer will be informed of such changes in advance.

The Buyer must pay a deposit to the Service Provider in some cases. This deposit may be demanded in advance – through the mediation of See Tickets – or afterwards by the Service Provider itself. This deposit will be returned to the Buyer once it has been determined that no (partial) deductions exist.

## **Article 11 – Liability**

The Organiser or the Service Provider will always be the party implementing the Agreement. See

Tickets is, in its role of intermediary, not liable for the fulfilment by the Organiser or Service Provider, for any form of (in)direct damage and/or a refund arising from the failure of the Organiser or the Service Provider to fulfil its obligations vis-à-vis the Buyer. For example, See Tickets is not liable for damage or costs suffered by the Buyer arising from the relocation/postponement or cancellation of Events.

See Tickets is not liable for damage suffered by the Buyer because See Tickets was unable to deliver the Tickets (on time) if this delay in the delivery or the failure to carry out the delivery is not attributable to See Tickets. Force majeure will at least exist in case of (a threat of) terrorism, war, sabotage, strikes, bad weather, floods, government measures, illness, pandemics, epidemics, disruptions in electricity or communication networks or equipment, or other unforeseen circumstances due to which the implementation of the Agreement can no longer be reasonably expected of See Tickets.

See Tickets does not accept any liability for loss of or damage to Tickets suffered by the Buyer for any reason, insofar as the Organiser (or See Tickets) cannot reasonably be held responsible for this. From the moment the Ticket has been provided to the Buyer, the Buyer will bear the risk of loss, theft, damage, or misuse.

The Buyer is not entitled to a substitute Ticket in case of loss, misuse, or theft.

See Tickets does not accept any liability for Tickets obtained from third parties.

## **Article 12 – Privacy and processing of personal data**

See Tickets serves as the processor within the meaning of the General Data Protection Regulation ("GDPR") based on the instructions of the Organiser and/or Service Provider. See Tickets is authorised in this capacity to process personal data of Buyers on behalf of the Organiser and/or Service Provider in the context of the implementation of the Agreement. See Tickets processes the personal data of the Buyer in accordance with applicable laws and regulations and in accordance with its own Privacy Statement provided to the Buyer prior to the purchase, as well as available at [www.SeeTickets.com](http://www.SeeTickets.com). See Tickets will not use personal data for its own (commercial) purposes, unless the Buyer gives explicit permission for this.

The Buyer has the right to access, anonymisation, and to be forgotten with respect to its personal data in the possession of the Organiser, the Service Provider, and their processor(s). Buyers must address a (written) request to the Organiser, Service Provider, or See Tickets.

## **Article 13 – Change clause**

See Tickets can unilaterally amend these conditions. In this case, the amended general terms and conditions will be sent to the Buyer.

## **Article 14 – Applicable law**

These general ticket conditions are exclusively governed by the laws of the Netherlands. All disputes arising from or related to these general ticket conditions will exclusively be submitted to the competent court in Amsterdam.