

House Rules Event Hall Texel

Event Hall Texel is located at Holiday Park De Krim (hereinafter to be referred to as De Krim) and is part of Holiday Park De Krim: B.V. (hereinafter to be referred to as the: De Krim)

1. General

- a. These house rules are applicable to anyone who is on the grounds of De Krim or Event Hall Texel.
- b. Always follow the instructions from the employees of De Krim or from the authorised persons designated by the management of De Krim. The management or the persons designated by the management will make a decision on cases not provided for by these regulations.

2. Parking

- a. Visitors must only park their car in the parking space provided for that purpose at the designated car park.
- b. Visitors risk having their car towed away if they fail to comply with this. The costs for this will be at the expense of visitors.
- c. The use of the designated parking space at the car park area is at one's own risk. De Krim accepts no liability for any damage, for whatever reason.

3. Access to Event Hall Texel

- a. Access to Event Hall Texel is exclusively possible on presentation of a valid admission ticket or another form of authorisation issued by or on behalf of Event Hall Texel. Authorisation may only be granted on presentation of a valid ID.
- b. All persons who are in Event Hall Texel must be able to provide proof of identity by means of a valid ID.
- c. Event Hall Texel applies a minimum age of 16 years old for independently visiting events (without supervision from an adult).
- d. Admission tickets that have already been purchased may not be exchanged or returned.
- e. It is not permitted to enter sections of the Event Hall which do not form part of the event, convention, fair, or which are not accessible to visitors.
- f. De Krim Texel may decide to carry out a (preventative) search/body search. Security guards of De Krim or persons designated by the management for that purpose are authorised to inspect bags, suitcases and anything one is carrying by means of a search and by superficially frisking clothing, pockets and possibly shoes under private law, in order where necessary – in the opinion of the employee or the designated authorised person – to confiscate unauthorised goods and items.
- g. Confiscated items/goods will be stored at the risk of the owner until after the visit to Event Hall Texel, unless the organiser of an event applies another policy or unless the items/goods are illegal.

4. Inside Event Hall Texel

- a. It is not permitted to bring the following items and goods inside:
 - Food and drink;
 - Dangerous objects, such as knives, glass and/or cans, weapons;
 - Drugs and alcohol;
 - Flammable materials;
 - All other items which, in the sole opinion of De Krim and persons designated by the management of De Krim, could present a danger to health, safety and public order.In addition to the above, an organiser of an event in Event Hall Texel is entitled to take additional measures per event. Visitors should therefore check beforehand if such additional regulations apply.
- b. It is not permitted to block paths, (emergency) exits, stairways or fire-extinguishing equipment.
- c. A smoking ban is applicable in Event Hall Texel.
- d. Selling and/or otherwise distributing goods, such as drink, food, merchandising, and the distribution of leaflets, flyers and other advertisements inside and on the grounds of De Krim and Event Hall Texel is not permitted, unless De Krim has granted written permission.
- e. Rubbish, including that from food and drink consumed, must be disposed of in the rubbish bins designated for that purpose.
- f. It is forbidden to cause damage to goods or persons, or to behave in such a (bothersome) way that such a threat of damage exists. In particular, it is forbidden to stand on chairs, to climb structures or stages, to stage-dive, to crowd-surf and to throw objects, including liquids. Furthermore, it is forbidden to behave in such a way (including, but not limited to, wearing certain clothing and making particular statements) which, in the sole opinion of the management of De Krim, (could) lead to a breach of the peace.
- g. It is not permitted to photograph or make image/audio recordings during an event.
- h. De Krim and the organiser of an event are entitled to make recordings of visitors to an event. De Krim is entitled to project these recordings on screens in Event Hall Texel. Moreover, these images may be used by De Krim and the organiser for their own purposes without them requiring further permission for this.
- i. Visitors under 18 years of age are not permitted to buy and/or consume alcohol in and around Event Hall Texel. Furthermore, visitors aged 18 or older are not permitted to provide alcohol to visitors under the age of 18. Persons designated by the management of De Krim will monitor compliance with the above, whereby they will request visitors to show an ID card or a (18+) wristband issued by De Krim. In the event of breach of the above, the visitor may be denied access to Event Hall Texel and De Krim.

5. Emergencies & security

- a. Visitors who are in or on the grounds of Event Hall Texel should acquaint themselves with escape routes that must be used in the event of an emergency.
- b. If it is necessary to do so, De Krim is entitled to evacuate the entire grounds.

6. Denial of entry and removal

- c. The employees of De Krim and the authorised persons designated by the management of De Krim are authorised at all times to refuse entry to visitors who do not comply with the house rules or who behave in any other kind of annoying or bothersome way, to remove them from Event Hall Texel and to deny them entry to De Krim.
- d. Observations of criminal acts will immediately be reported to the police at all times. The persons designated by the management of De Krim are authorised to make an arrest in such cases and to hand over the person or persons in question to the police.

7. No compensation of damages

- a. Visiting Event Hall Texel shall occur entirely at one's own risk. De Krim accepts no liability for any damage, for whatever reason. De Krim is not responsible if the organiser decides that the event will not go ahead.

8. Respect for the neighbourhood

Visitors to Event Hall Texel are asked to take the surroundings into consideration:

- a. Not to park wherever one wants, but to make use of the parking facilities designated for that purpose.
- b. Not to urinate in public, but to make use of the sanitary facilities present.
- c. To respect the property and the night's rest of local residents.
- d. Not to leave behind any litter in and around Event Hall Texel, but to dispose of rubbish in the rubbish bins present on and around the grounds, which are designated for that purpose.

Ticket conditions

Event Hall Texel is located at Holiday Park De Krim (hereinafter to be referred to as De Krim) and is part of Holiday Park De Krim B.V. (hereinafter to be referred to as the De Krim)

Article 1: Definitions

The terms referred to below in these General Terms and Conditions have the following meanings:

1. Artist: the (professional) practitioner in the field of the arts, amusement, sport and/or media – such as an artist, musician, presenter, (TV) personality and all those who provide technical, production or artistic support to this (professional) practitioner;
2. De Krim: Holiday Park De Krim B.V. (Ch. of Comm. number: 63615509) Roggeslootweg 6, 1795 JV De Cocksdorp.
3. Visitor: the natural person who has bought and/or has an admission ticket for a concert or event organised by De Krim and is therefore entitled to admission to this concert or event;
4. Agreement: the agreement concluded between De Krim and the visitor;
5. Event: The organised event, such as an event of a musical, cultural, sporting or recreational nature, for which De Krim sells tickets.
6. Ticket: a document and/or barcode provided by De Krim, which gives entry to – and entitles one to attend – the event;
7. Public: all spectators, observers and/or third parties present at the event.

Article 2: Applicability

- 2.1 These general terms and conditions are applicable to all offers and all agreements that have been concluded between De Krim and the visitor who orders/buys a ticket with respect to an event organised by De Krim.
- 2.2 The applicability of other terms and conditions of the visitor are expressly rejected, unless De Krim has agreed to this in writing.
- 2.3 Deviations from these general terms and conditions are only binding if and in so far as De Krim has agreed to this in writing. An amendment explicitly accepted by De Krim in writing only relates to the agreement for which De Krim has accepted the amendment.

Article 3: Conclusion of agreements

- 3.1 The agreement is concluded the moment that the visitor buys or orders a ticket for the event from De Krim.

Article 4: Ticket

- 4.1 The ticket is and shall remain the property of De Krim at all times. The ticket entitles the visitor to attend the event. Only the holder of the ticket who first shows the ticket at the start of the event shall gain admission.
- 4.2 The ticket will be provided once only and gives entry to one person.
- 4.3 From the moment that the ticket is provided to the visitor, the visitor bears the risk of loss, theft, damage and misuse.
- 4.4 De Krim only guarantees the validity of a ticket, if this is bought or ordered via De Krim. The burden of proof with regard to this is on the visitor.
- 4.5 De Krim reserves the right to set a maximum number – or not as the case may be – of tickets to be reserved per person.

- 4.6 All prices of De Krim, as specified on the website, are in euros including VAT, unless explicitly stated otherwise.
- 4.7 Start times, as specified on the ticket, are subject to approval.
- 4.8 Tickets may not be returned.

Article 5: Ban on sale/resale

- 5.1 The visitor is not permitted to sell the ticket to a third party and/or to offer or sell/resale tickets for a commercial purpose to third parties other than with the written consent of De Krim.
- 5.2 If De Krim has grounded reasons for believing that the visitor is not the original buyer of the ticket and/or the sale/resale of the ticket has been forged, De Krim reserves the right to deny the visitor concerned admission to the event without being obliged to refund the entrance fee to the visitor.
- 5.3 The visitor is forbidden from advertising the event in any way.
- 5.4 If the visitor does not comply or cannot guarantee his or her obligations as expressed in the preceding paragraphs, the visitor shall owe an immediately payable penalty of €5,000, and €1,000 per sold/resold ticket, to De Krim, notwithstanding the right of De Krim to claim compliance and/or compensation of the damage suffered or to be suffered.

Article 6: Obligations of the visitor

- 6.1 The visitor is obliged to comply with all safety rules that apply in Event Hall Texel and furthermore to follow all instructions of the personnel, the security, the fire service, the police and other authorised parties present.
- 6.2 The visitor is obliged to cooperate with searches at the entrance, as well as during the event.
- 6.3 The visitor must have a valid and undamaged ticket, both prior to the start, as well as during, the event and as long as he or she is inside the Event Hall Texel. The visitor is obliged to show his or her admission ticket at the request of the organiser, the personnel and/or other authorised parties.
- 6.4 The visitor is obliged to show a valid ID card at the entrance and/or during the event on immediate request of De Krim and/or personnel.
- 6.5 It is not permitted to bring photo, film and other recording equipment to the event. If De Krim takes such equipment into custody for the duration of the event, it accepts no liability in this regard.
- 6.6 It is not permitted to bring glass, plastic, cans, fireworks, food, drink, alcohol, drugs, or dangerous or flammable objects to the event. If De Krim takes such equipment into custody for the duration of the event, it accepts no liability in this regard.
- 6.7 It is not permitted to bother and/or be of nuisance to other visitors and personnel present during the event. It is also not permitted to be in a state of intoxication during the event and/or to urinate outside the toilet areas intended for that purpose. Smoking is not permitted.
- 6.8 The visitor is obliged to comply with the regulations and house rules.
- 6.9 If the visitor leaves the location during the event, the validity of the ticket will thus cease to apply.

Article 7: Rights of De Krim

- 7.1 In the event of breach by the visitor of (one or more of) the provisions as specified in these general terms and conditions, De Krim is entitled to invalidate the admission ticket or to refuse (further) entry to the event, the Event Hall Texel and Holiday Park De Krim. This without the visitor being entitled to a refund of the amount that he or she paid for the ticket.
- 7.2 Consumption coupons and/or token that are bought during the event are exclusively valid during the event.

7.3 The artist and De Krim are entitled to record the event, including but not limited to taking photos and making image and audio recordings of the public and visitor. The artist and De Krim are entitled to use these images for promotional purposes for themselves or for their partners/sponsors. Visitors who appear in the recordings are not entitled to any compensation.

Article 8: Liability

- 8.1 Attending the event and/or entering Event Hall Texel explicitly takes place at the personal risk of the visitor, on the understanding that De Krim is not liable for hearing damage, sight injury/blindness, other physical injury and damage to goods, such as, but not limited to, clothing, whether or not inflicted by the public.
- 8.2 De Krim is exclusively liable for damage to the visitor that is the result of a failure in the performance of the agreement attributable to De Krim.
The overall liability of De Krim due to attributable failure in the performance of the agreement is limited to compensation of direct damage. However, only that damage against which De Krim is insured and that which is compensated by the insurer shall qualify.
- 8.3 The liability of De Krim for indirect damage/loss, including consequential damage, lost profits, lost savings and damage due to business stagnation, is excluded.
- 8.4 A condition for any right to compensation arising is always that the visitor reports the damage in writing to De Krim within 48 hours after the arising thereof.
- 8.5 De Krim will strive to ensure that the programme will be executed according to the announced time schedule as much as possible. De Krim is not liable for deviations therein and the damage to the visitor that may arise therefrom.
- 8.6 De Krim is not liable for the content and the manner of execution of the programme of the event, explicitly including the length of the programme.
- 8.7 In the event that the visitor buys the ticket from a third party – not being De Krim – and this third party does not supply the tickets to the visitor for whatever reason, De Krim is not liable in any way, neither for a refund of tickets already paid for by the visitor, nor for supplying a replacement ticket.
- 8.8 The visitor will indemnify De Krim against all claims from third parties with respect to damage for which the visitor is liable to those third parties under the law. The visitor will compensate De Krim for any damage, which shall include all legal costs incurred by De Krim, which may be a consequence of any claim from those third parties.
- 8.9 If De Krim directly or indirectly brings in subordinates, non-subordinates, auxiliary persons and/or other persons for the performance of the agreement, any liability of De Krim in accordance with Book 6, Section 76 of the Dutch Civil Code, Book 6, Section 170 of the Dutch Civil Code, Book 6, Section 171 of the Dutch Civil Code and Book 6, Section 172 of the Dutch Civil Code shall be excluded and De Krim shall not be liable for damage caused by these people.

Article 9: Force majeure

- 9.1 In the event of force majeure, in the broadest sense of the word, including in this context illness and/or cancellation of the artist, strikes, fire, etc. De Krim is entitled to reschedule or to cancel the event.
- 9.2 If De Krim cancels the event in the case of force majeure, De Krim is obliged to refund the entrance fee specified on the ticket to the visitor, regardless of the price that the visitor paid for the ticket. This right to a refund of the visitor shall exist for eight weeks, to be calculated from the date on which the cancelled event would have taken place, at a (re)sales outlet after presenting a valid, undamaged ticket. The visitor may not, in this case, claim replacement admission to another event.
- 9.3 If De Krim reschedules the event to another date in the case of force majeure, the ticket shall be valid for the new date. If the visitor is prevented from attending on the new date, the

visitor shall be entitled to a refund of the admission price. In that case, De Krim is obliged to refund the entrance fee specified on the ticket to the visitor, regardless of the price that the visitor paid for the ticket. This right to a refund of the visitor shall exist for six weeks, to be calculated from the date on which the cancelled event would have taken place, at a (re)sales outlet after presenting a valid, undamaged ticket. The visitor may not, in this case, claim replacement admission to another event.

9.4 Force majeure is understood to mean: any circumstance independent of the will of De Krim, as a result of which the fulfilment of obligations of De Krim towards the visitor is completely or partially prevented or as a result of which fulfilment of obligations may not reasonably be required of De Krim, such as, but not limited to: non-imputable default of De Krim or of persons which De Krim makes use of for the performance of the agreement, such as auxiliary persons and clients of De Krim, strikes, lockouts, illness, import, export and/or transit bans, transport problems, machinery breakdowns, traffic disruptions, power failures, delivery problems, changed regulations, government measures, (threat of) terrorism, death of a member of the Royal House, non-compliance with the obligations by suppliers of De Krim, production disruptions, extreme weather conditions, frost, natural disasters, war and/or the threat of war, disruption in the regular supply of goods to be delivered by suppliers or third parties, as well as water and power supply and/or incapacity for work as a result of an illness or accident of the artist on the day of the performance and/or the event; death of a family member of the artist; the temporary or definitive breaking up of (the group of) the artist; the circumstances as a result of which the artist cannot reach the location of the performance in time (for example in the case of extreme weather conditions, a traffic accident or traffic jam) and/or as a result of the event not being able to proceed in a responsible manner.

Article 10: Personal data

De Krim processes personal data of visitors to its website in accordance with the privacy statement and in accordance with the GDPR. The privacy statement can be found on <https://www.krim.nl/juridische-informatie>.

Article 11: Invalidity

The invalidity of any provision of this agreement will not affect the validity of the remaining provisions of the agreement. In the case of invalidity of any provision, the parties shall enter into a further agreement in connection with the subject of the provision concerned, which approaches the parties' intention as closely as possible.

Article 12: Final provisions

Dutch law applies exclusively to the agreement and all disputes arising from and/or in connection with this agreement shall be brought before the competent Court of Amsterdam, which enjoys exclusive jurisdiction.