

Terms & Conditions IIAM

Definitions

1. General Terms and Conditions
 - These General Terms and Conditions apply to every legal relationship between the Client and an Organiser with regard to the matters governed by these terms and conditions.
 - The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code.
2. “IIAM”
 - International I AM.
3. Organiser
 - IIAM, a company residing at Laurens Raelstraat 10, The Hague, 2595XM, Netherlands.
4. Venue
 - The location of the event as per the booking confirmation.
5. Client
 - Any natural person, corporate or unincorporated body (whether or not having separate legal personality) contracting for the organisers.
6. Ticket Holder
 - Any individual that receives tickets as part of the Booking.
 - This party is designated by law as “counterparty” in Section 231(C), Book 6 of the Dutch Civil Code.
7. Terms
 - These booking terms and conditions.
8. Locker
 - A locker is a storage area for objects, clothes, bags, cash and/or securities of the Visitor.

Applicability

9. All bookings accepted by us and arrangements made by us are subject to these terms and conditions.
10. Our terms and conditions prevail over the terms and conditions of the Client.

11. These General Terms and Conditions are also available on the Website and the Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.

Applicable law and jurisdiction

12. The Client recognizes that the Event is held in the Netherlands and is therefore covered under Dutch law.
13. The assigned court will be the court in The Hague.

Amendment of the Terms

14. These General Terms and Conditions may be amended from time to time.
15. An amended version will then be published on the Website. The amended terms and conditions will apply from the publication date.
16. If the Visitor does not wish to accept the amended terms and conditions, he must immediately inform the organiser.

Disclosure and Confidentiality

17. The Client shall keep in strict confidence all technical or commercial information, specifications, processes or initiatives that are of a confidential nature and have been disclosed to the Client by IIAM.
18. The Client may disclose such information:
 - to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under this Contract; and
 - as may be required by law, court order or any governmental or regulatory authority.
19. The Client shall not use any such information for any purpose other than to perform its obligations under these terms

Conditions for visiting events

20. General

- Application is to all admission tickets and accordingly forms an integral part of all agreements for the sale, and delivery of admission tickets for Events wherever these have or will be held.
- The Visitor accepts the content of these terms and conditions by acquiring and/or using an admission ticket, entering the Event venue and/or taking note of them via the Website. This also applies if an admission ticket is obtained via third parties in any way.

21. Admission Tickets

- Access to an Event is only obtained by showing a valid and an undamaged admission ticket. Valid tickets come in the form of e – tickets and hard copy printouts.
- Visitors wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the age limit. In the event, after entry, the Visitor leaves the Event or its location, the admission ticket will automatically lose its validity.
- People under the age of 18 will be refused entry. The Organiser will not be obliged to refund the admission fee.
- Admission tickets are and remain the property of the Organiser. The admission ticket gives the Visitor the right to attend the Event. Access is given only to the first holder of the admission ticket scanned at the entrance of the Event. The Organiser presumes that the holder of the admission ticket is also the person who has the right to it. The Organiser is not obliged to perform any further verification of valid admission tickets. The Visitor must take the responsibility for ensuring that he/she is and remains the (sole) holder of the admission ticket issued by the Organiser or by an advance sales address that it has engaged.
- As of the time that the admission ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the admission ticket.
- The admission ticket is only supplied once and gives access to only one person. Admission tickets cannot be returned.

- The Organiser reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such maximum number.
- Solely purchases at the authorized (pre) sale websites or with the Organiser guarantee the validity of the admission tickets. The burden of proof in this regard rests on the Visitor.
- The admission ticket may consist of a barcode provided to the Visitor via electronic communication (e-mail). In the event the Visitor has chosen to receive the admission ticket in this manner, the Visitor must ensure that the admission ticket can be provided by electronic communication and that it can be provided in a safe manner. The Organiser cannot guarantee the confidentiality of the issued admission ticket or guarantee the receipt of the admission ticket. Scanning the admission ticket from a mobile device of the Visitor is done at the sole risk of the Visitor. Organiser cannot be held liable in the event the ticket cannot be scanned and the Visitor is not entitled to a refund of the admission fee and/or compensation in this case.
- Free admission tickets are only valid until the time that is specified on them. After the time, the ticket is still valid for the Event however, additional charges will incur.

22. Resale

- Admission tickets for the Event may not in any way be resold by the Visitor in the context of commercial purposes.
- The Visitor is not allowed to make copies of the admission ticket.
- The Visitor is not allowed to make any type of advertising or any other kind of publicity relating to the event or any part of it.
- The Visitor who transfers on his admission ticket to a third party is obliged to impose on the one to whom he transfers the admission ticket the obligations that rest on him as Visitor, as reflected in these terms. Transferor remains responsible vis-à-vis the Organiser for the compliance of this person with the same obligations.
- Should the Visitor not comply with the provisions of these terms, the Organiser is entitled to invalidate/cancel the admission tickets or refuse the Visitor (further) access to the Event without the Visitor being entitled to reimbursement of the amount that he has paid the Organiser, directly or via an advance sales website,

for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the Event, without any right to compensation.

23. Prohibited Items

- Visitors may not bring, either for himself or another person or have in his possession at the Event venue:
 - i. Glassware
 - ii. Plastic bottles
 - iii. Beverages
 - iv. Food
 - v. Drugs (among other drugs that are listed in I and II of the Opium Act)
 - vi. Nitrous Oxide (cartridges)
 - vii. Cans
 - viii. Fireworks
 - ix. Animals
 - x. Weapons and/or dangerous objects
 - xi. Professional video and camera equipment
- Bringing any of these will confiscate these items and they will not be returned.
- Specific venues may also add additional policies, which apply to this article, in which case, that also apply to the event.
- Any Visitor who breaches this prohibition may be refused entry or further access without any right to a refund of the admission fee, or may be removed from the event. Police and authorities may also be contacted if necessary. Confiscated items will be destroyed.

24. Searches

- The Organiser is entitled to search or arrange for Visitors to the Event to be searched before entering and/or during the Event. If the Visitor refuses to be searched, he may be refused entry to the Event or may be immediately removed from the Event, without any right to a refund of the admission fee.
- It is down to the discretion of the security team to assess the whether individuals are deemed fit to enter the Event. This meaning Visitors who are too intoxicated, rude, and aggressive may not be allowed into the Event.

25. Refusal of entry

- The Organiser generally reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event and/or hand the Visitor over to the police if it deems this necessary for maintaining public order and safety during the Event and/or there is a violation of an article from these terms.
- This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of the Organiser, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors or does not comply with dress code as specified by the Organiser, as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body). Even if an admission ticket is likely to be counterfeit, the Organiser is entitled to refuse to admit the holder of this admission ticket to the event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the admission fee.

26. Personal liability

- The Visitor enters the Event/Venue at their own discretion and risk.
- Organiser cannot be held liable for any damage, which the Visitor has suffered in this regard.
- The Visitor is aware that loud music will be played during the Event. The Visitor is also aware that there is lighting and strobe lighting during the Event. It is advised that Visitors take reasonable rests throughout the Event in areas where there is quieter music and no light animation. The Organiser accepts no liability for hearing loss, damage to sight, blindness and/or other bodily injury and/or damage of goods, such as but not limited to clothing, whether or not brought by other visitors to the Event. It is recommended to wear ear protection if necessary.

27. Smoking Areas

- Smoking is only prohibited outside, unless the Venue has designated smoking areas. Smoking inside the Venue, where there is no smoking area, is against the law and Visitors will be warned, and at times removed from the Event.

28. Programming

- The Organiser will aim for the Event programme to be carried out in accordance with the announced schedule as far as possible. It is however not liable for deviations from this. The Organiser is not liable for the content of the Event

programme or how it is performed, expressly including the length of the programme/performances by artists. The starting time mentioned on the admission ticket is subject to change.

- Security cameras may be present at the Event venue.

29. Tokens

- Some Events work on the basis of tokens. Tokens purchased during an Event will only be valid for that Event.
- The Organiser will under no circumstances refund the purchase price of tokens after the Event.
- The Event Venue can use different methods, such as a cashless system. In that case, the general terms and conditions of the Event venue will apply with regard to payment options during and after the Event. These conditions may differ from what is stated in these Terms.

30. Lockers

- The Venue has the choice to provide the Visitor with the possibility to rent lockers at certain Events. In case of no lockers, there will be a cloakroom supplied by the Venue.
- If the Venue provides lockers, the Visitor will receive a personal key/code. With this key/code, the Visitor is able to operate the locker.
- On the use of the locker by the Visitor additional general terms (of a third party) may apply, to which general terms the Visitor agrees at the time of renting the locker.

31. Offers

- The Organiser at Events makes certain offers. These offers have been agreed on together with the Venue. All offers are valid for the night of the Event. They will expire at the end of the Event, the same offer may be made again but the rules of validity stay the same as abovementioned.
- Unless otherwise stated, all prices are inclusive of VAT.

32. Professional Image and Sound Recordings

- The performers (artists) and/or Organiser are authorised to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event. They are able to reproduce and/or publicise or arrange for the publication of these recordings in any form and in any manner.

- By obtaining an admission ticket to the Event and/or entering the Venue, the Visitor consents to the aforementioned recordings being made and to the proceeding production and publication, and use of thereof, in the broadest sense, without the Organise or any of its affiliated companies being liable to pay any compensation to him at any time.
- No unauthorised professional image and sound recording is allowed unless the Organiser gives consent in written form. No subsequent professional video publication is allowed unless authorised by the Organiser.

33. Postponing or Cancelling of Event

- The Organiser will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or cancelled, the Organiser will publicise this fact as far as possible in the manner that it deems appropriate, including through mentioning the applicable terms for a refund on the Website. The Organiser is only obliged in case of full cancellation to refund the admission fee as mentioned on the admission ticket, but not the service- and/or transaction fees and any incurred travel and accommodation costs, to the Visitor at his request. This applies in the event the admission ticket was bought by the Visitor at the authorized (pre) sale website of the Organiser.
- In the event the Event has to be cancelled due to or in connection with force majeure, the Organiser will be required to refund only a part of the fee as specified on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre) sale website. Service costs or other damages will not be refunded. Neither is the Visitor able to claim (replacement) access to a different event.
- In the event the Event is rescheduled by the Organiser due to or in connection with force majeure, the admission ticket will remain valid for the new date that the Event is moved to. If the Visitor is not able to attend the Event on the new date, he is entitled to submit his ticket at the (pre) sale address against refund of the fee as stated on the admission ticket, or, failing that, only a part of the fee (excluding service costs) that the Visitor has paid via the authorized (pre) sale website. This refund will only take place if the Visitor is able to deliver a valid and undamaged admission ticket on time to the (pre) sale website.
- Notification of postponement or cancellation will be made on the Event page, website, and IIAM Facebook page.

34. Force Majeure

- In case of force majeure in the broadest sense, which in this regard also includes strikes, terrorist threat, decision to cancel by the competent authority, fire, bad weather conditions, etc., the Organiser will be entitled to move the Event to another date or location or to cancel the Event.
- Announcement of this force majeure cancellation or postponement will be made on the Event page and Website.

Invoicing and Payment Conditions

35. Invoicing and payment of Clients is subject to individual agreements. There is no set condition for the payment of services rendered.

36. It is up to the artist/performer to agree on the conditions with the Organiser.

Conditions for Services or Products supplied by Third Parties

37. Third party terms and conditions and agreements

- The Visitor is linked in some cases via the Website to the website of a third party if this third party is responsible for performing a specific service or supplying a certain Product. This is visible when the Visitor enters into any distance purchase contract with this third party.
- If the Visitor proceeds to purchase a Product or Service from this third party, any terms of that party will be applicable thereto and the Visitor will enter into a purchase contract with this party. This third party is then liable for the fulfilment of any obligation towards the Visitor.
- Although the Organiser chooses all third parties concerned with care, it is not a party to any agreement between the Visitor and this third party. The Visitor indemnifies the Organiser against any claim for costs or damage that may arise from an agreement with this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

Contact Details

38. The Website of the relevant Organiser clearly states the address and contact details of the Organiser that is responsible for the content of its Website. In the event this information cannot be found on the Website, the Visitor may request the Organiser by email to clarify this.

Invalidity and Written Form:

39. If any provision of these Terms should be partially or completely invalid or unenforceable, or should later lose their legal effect, the validity of the remaining terms shall not be affected. Amendments and addenda to the Terms must be made in written form. Any plea of verbal modification to the contract is expressly waived.

Force Majeure

40. Notwithstanding its possible other rights, the Organiser is entitled in case of force majeure to postpone the performance of any agreement or to terminate it out of court, without being liable to pay any compensation. Force majeure includes any breach that cannot be attributed to the Organiser, because it is not accountable by law, a legal act or according to generally accepted standards.

Intellectual Property Rights

41. Everything that is published on the Website or the IIAM Facebook page belongs to the Organiser including downloads, promotion videos, after movies, logos, designs, drawings, and trademarks forms part of the intellectual property of the Organiser or any licensor thereof by law or on the basis of an agreement.
42. The Visitor must recognise these intellectual property rights at all times and observe and comply with all restrictions placed on the use of protected works by law.
43. The provisions of the Dutch Copyright Act and other intellectual property laws apply fully at all times to any use and take precedence over these user rules:
- The Visitor may only make normal private use of an Event after he has paid for it in the normal way indicated on the Website. Any act of the Visitor, which circumvents, changes or otherwise avoids the method of payment is prohibited. The Visitor may not otherwise reproduce, alter, upload, play in public, display,

make available to third parties, perform, sell, resell, misuse, etc. a download or any other material from the Website as all these acts are reserved for the entitled parties. The Visitor may not adjust, circumvent, decrypt, encrypt or disrupt any software, files or payment procedures;

- The security method as applied to software also explicitly belongs to the protected portions of the Website;
- The delivery of any file purchased by the Visitor does not entail any assignment or licensing of a right to the Visitor to promote or exploit that file.

44. If it is established that a Visitor has breached the statutory rules, the Organiser is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

Data Protection

45. By submitting registration details, Visitors agree to allow IIAM a to contact you as required for the organisation and administration of the event.

46. IIAM will not share any personal details acquired.