

## **GENERAL TERMS HOSPITALITY**

### **Article 1 – Applicability**

- 1.1 These terms and conditions apply to all offers and agreements of Live Nation Venues (Netherlands) B.V. ("LNVN") related to the purchase of access rights to the VIP box and any additional rights during an event ("Hospitality Package") at the event venue AFAS Live, located at Johan Cruijff Boulevard 590 in Amsterdam ("AFAS Live") by a party ("VIP"). These offers, agreements, and terms and conditions are hereinafter collectively referred to as "the Agreement."
- 1.2 Any terms and conditions of VIP are hereby expressly rejected.
- 1.3 LNVN may change these terms and conditions at any time. In such a case, LNVN will notify VIP. If VIP is a natural person who does not act in the exercise of a profession or business, and the change results in a substantial alteration of the original performance, VIP has the right to terminate the Agreement as of the date the changed terms and conditions take effect.

### **Article 2 – The Agreement**

- 2.1 The Agreement of LNVN is without obligation, meaning it does not bind LNVN. VIP is bound by the last Agreement provided by LNVN at the time VIP has accepted it in writing or when an action is taken that gives effect to the Agreement. Any unilateral changes to the Agreement made by VIP will only become part of the Agreement after these changes have been accepted in writing by LNVN.
- 2.2 If LNVN provides an option to purchase a Hospitality Package, this option will automatically expire if VIP does not confirm the option right within the period and/or under the conditions set by LNVN.
- 2.3 VIP has no right of withdrawal. If VIP is a natural person, it also applies that the purchase and sale of access rights falls under Article 6:230p sub e BW (Dutch Civil Code). This article states that (time-bound) leisure products cannot be returned.

### **Article 3 – Payment**

- 3.1 If a VIP is late with payment, even after a reminder with a new payment term, the VIP is in default.
- 3.2 VIP may not set off any debt to LNVN or suspend any obligation under the Agreement.

### **Article 4 – Prohibition on Resale and Publicity**

- 4.1 VIP may not resell the Hospitality Package to third parties or use it for commercial activities or actions or communicate about it 'above the line.' VIP may not use the intellectual property rights (trade name, trademarks, logos, etc.) of LNVN without written permission.
- 4.2 VIP may not advertise or make any (other) form of publicity in connection with an event and/or any part thereof.
- 4.3 If VIP violates articles 4.1 and 4.2, then:
  - LNVN is entitled to invalidate the ticket that is part of the Hospitality Package and/or deny VIP and their guests, or the users of the tickets, further access to an event without VIP having any right to a refund of the amount VIP paid for the Hospitality Package; and

- VIP is immediately liable to pay a fine of €10,000 per violation to LNVN and €5,000 for each day the violation lasted and continues, without prejudice to LNVN's right to demand performance and/or compensation for losses suffered or to be suffered.

## **Article 5 – Cancellation and Relocation of Event**

- 5.1 If an event is cancelled for any reason, LNVN will refund any already paid fee for the Hospitality Package to VIP.
- 5.2 If an event is rescheduled for any reason, a purchased Hospitality Package will be valid on the new date. If VIP cannot use the Hospitality Package due to the rescheduling, VIP must notify LNVN by email within 5 (five) days after the announcement of the event's rescheduling. In that case, LNVN will refund any already paid fee for the Hospitality Package to VIP.
- 5.3 In the event of cancellation or rescheduling of an event, LNVN is only obliged to the provisions of this article and is not liable for any (other) damages.

## **Article 6 – Liability**

- 6.1 If one party suffers damage that can be attributed to the other party by law, the other party is liable for this damage.
- 6.2 If LNVN is liable to VIP for damages suffered by VIP, this liability is limited to direct damage and the amount paid out by LNVN's liability insurer. If the insurer does not make a payment, the amount is limited to the invoice value of the Agreement. The aforementioned limitations do not apply in the case of damages resulting from deliberate or reckless actions by LNVN's executives or in the case of personal injury.
- 6.3 'Direct damage' is understood to mean:
  - the reasonable costs that VIP would have to incur to make LNVN's performance conform to the Agreement. These damages will not be reimbursed if VIP has dissolved the Agreement;
  - reasonable costs, demonstrably incurred by determining the cause and extent of the direct damage;
  - reasonable costs, demonstrably incurred to prevent or limit direct damage.
- 6.4 LNVN is never liable for indirect damage of VIP. This includes damage that does not fall under the definition of 'direct damage,' i.e., damage that is not in a direct causal relationship with a shortcoming, such as delay damage, business damage, consequential damage, lost profit, missed savings, and damage due to business interruption.
- 6.5 LNVN is not liable for the content and manner of execution of the event's program, including the length and schedule of the program.
- 6.6 If the government or an authorized authority prescribes legislation or issues advice that results in the cancellation or rescheduling of an event, or if VIP must comply with (additional) conditions to attend an event, this is not a shortcoming of LNVN and does not give VIP a basis to terminate the Agreement prematurely.

## Article 7 – Final Provisions

- 7.1 VIP and their guests, or the users of the tickets, are bound by the applicable ticket conditions of the relevant tenant and the terms during their visit to AFAS Live, including at least the venue rules of AFAS Live. These are available via <https://www.afaslive.nl/files/Overige/AFAS-Live-Company-Rules-June-2023.pdf>. Violation of the aforementioned conditions may result in denial of access to or removal from AFAS Live.
- 7.2 The VIP must be able to identify themselves to gain access to the VIP box.
- 7.3 LNVN has the right to terminate the Agreement immediately if the VIP goes bankrupt or has payment problems if the VIP does not pay the fee on time (despite a reminder), or if the VIP or their guests misbehave at an event - at LNVN's sole discretion. This includes committing or attempting to commit criminal offenses (including theft) and inappropriate behavior, repeated or very serious violation of the house rules of AFAS Live, or the conditions of the event organizer. LNVN does not have to pay damages to VIP in such cases.
- 7.4 The LNVN privacy statement applies to the processing of personal data. This is available via <https://www.afaslive.nl/privacy-policy>.
- 7.5 Dutch law applies to the Agreement. Any disputes will be handled by the court in Amsterdam.