

## GENERAL TERMS AND CONDITIONS APPLICABLE BETWEEN SUPERSIZED COMPANIES AND ITS VISITORS

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### CHAPTER 1 GENERAL

#### Article 1 SUPERSIZED and these general terms and conditions

- 1.1 These general terms and conditions will be used by one or more of Supersized Events subsidiary, sub-subsidiary and/or sister companies (and/or their subsidiary or sub-subsidiary companies). Every company that uses these terms and conditions will be consistently referred to hereinafter as a '*Supersized company*'. Every Supersized company must use these terms and conditions itself in dealings with the other party/consumer, make them available on its Website and send them free of charge at the request of an interested party. The Supersized company as referred to here is thus the 'user' of the general terms and conditions within the meaning of Section 231(b), Book 6 of the Dutch Civil Code. Supersized Events is never a party itself to any agreement with the other party or the user of these general terms and conditions within the meaning of the law. As such, Supersized Events is never a party to a dispute or liable towards the other party under these general terms and conditions.
- 1.2 The Supersized company has its registered office at Vlierbaan 68, 2908 LR, Capelle aan den IJssel, the Netherlands. The Supersized company can be reached via the e-mail address [info@supersized.nl](mailto:info@supersized.nl).
- 1.3 These general terms and conditions apply exclusively to private individuals and expressly not to parties in their capacity as a professional party to a contract with any Supersized company. Different general terms and conditions of Supersized apply to legal relationships between a Supersized company and a professional contracting party.
- 1.4 These general terms and conditions apply among online visitors to any website of the particular Supersized company. These terms and conditions also apply to visitors of any Event organised by the particular Supersized company. Both types of visitors are covered by the definition of 'Visitor'. The Visitor may also be the natural person and consumer who enters into a purchase contract with an Supersized company that is governed by the rules of Book 7 of the Dutch Civil Code on consumer sales, Section 227a and b, Book 6 of the Dutch Civil Code on the formation of electronic contracts and Section 46a, Book 7 of the Dutch Civil Code on distance purchase contracts.

#### Article 2 Disclosure and application of these general terms and conditions

- 2.1 These general terms and conditions have been filed at the Chamber of Commerce by Supersized Events under number 24355289 and may be requested and examined by any Visitor. These terms and conditions will also be sent to anybody free of charge on request. Such a request can be submitted by e-mail to [info@supersized.nl](mailto:info@supersized.nl).
- 2.2 These general terms and conditions are also available electronically 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.
- 2.3 The Website of the relevant Supersized company clearly states the address and contact details of the Supersized company that is responsible for the content of its Website.
- 2.4 The Supersized company also refers, where reasonably possible, to the general terms and conditions on an admission ticket for an Event. The Visitor can also take note of the general terms and conditions when entering an Event, where these terms and conditions – or at least an extract thereof – are visible at the entrance.
- 2.5 When purchasing a product or procuring a service via a Website and when registering as a Visitor on the Website, the Visitor will be able to take note of the general terms and conditions before entering into an electronic contract.

#### Article 3 Definitions

##### *'General terms and conditions':*

These general terms and conditions apply to every legal relationship between a consumer (hereinafter: the Visitor) and a Supersized company with regard to the matters governed by these terms and conditions. They form an integral part of all agreements relating to the purchase, donation and supply of products and services via the Website. The general terms and conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code. These general terms and conditions comply with the legislative requirements for distance purchase contracts.

##### *'Supersized company':*

The relevant subsidiary, sub-subsidiary and/or sister company of the private limited company Supersized Events that is the user of these general terms and conditions in relation to the Visitor to its Website or its Event, for which this company is responsible in all respects. The relevant Supersized company has its own activities, such as its own website or Event.

##### *'Website':*

Every website of any Supersized company, as operated and presented by that legal entity, to which these general terms and conditions apply and on which the following can be offered, whether or not in return for payment: news, campaigns, prize questions, competitions, information, downloads and streams, merchandise, CDs, a forum or social network, and on which various third-party services may be offered with regard to the sale of tickets, transport tickets, hotel rooms or other services and products.

##### *'Third-party services':*

Services and products of third parties that are offered on or via a Website, which is visible to the Visitor by clicking through to a page of this third party within the Website or by means of a hyperlink to a subsequent webpage, to which the general terms and conditions of the relevant provider of the services and products always apply in relation to the Visitor and must be accepted by the Visitor before a product or service is purchased.

*'Visitor':*

The visitor to a Website and/or an Event, or the purchaser of a Product on the Website, according to the meaning of the provisions of these terms and conditions. The visitor is always a consumer who is not acting in the course of a profession or running of a business, or on behalf of these, and is the party designated by law as the 'other party' in Section 231(c), Book 6 of the Dutch Civil Code.

*'Event':*

Any event – including a festival and any associated camping facilities – organised by an Supersized company in the Netherlands at its own expense and risk and for which this Supersized company uses these terms and conditions in relation to Visitors.

*'Product':*

A product that is offered by an Supersized company to the Visitor on the Website which may consist of a digital (non-physical) product such as a Download, Stream or an e-ticket, or a Merchandise product that is ordered online but physically sent to the Visitor.

*'Merchandise':*

A physical product, such as an item of clothing, bearing a trade mark, name, logo or any artist's name of or under the control of any Supersized company, or a physical CD or DVD/BluRay (i.e. a physical sound or image carrier), which is purchased via an online web shop of an Supersized company and sent by ordinary post to the Visitor, to which purchase certain specific terms and conditions apply.

*'Download':*

A digital file – usually a music or video file – which is received from the Website by the computer of the Visitor, at his request, via an internet connection, and which is normally offered in exchange for payment by a Website in MP3 format with a minimum of 192 Kbps.

*'Stream':*

Listening, playing and/or viewing of a file by the computer of the Visitor via an internet connection, without that file being transferred to the Visitor's computer.

**Article 4 Amendment of terms and conditions**

These general terms and conditions may be amended from time to time. An amended version will then be published on the Website and filed at the Chamber of Commerce. The amended terms and conditions will apply from the publication date. If the Visitor does not wish to accept the amended terms and conditions, he must immediately stop using and visiting the Website or purchasing products and/or services from a Supersized company.

**CHAPTER 2 PRIVACY PROVISIONS AND VISITOR REGISTRATION**

**Article 5 Privacy provisions**

- 5.1 The privacy provisions in these general terms and conditions correspond to the 'privacy policy' as also separately applied and published on every website of the relevant Supersized company.
- 5.2 The Supersized company respects the privacy of every Visitor and ensures that the personal data of the Visitor are treated confidentially and with care.
- 5.3 The details of the Visitor will be saved and used by the relevant Supersized company to ensure that the supply of Products and associated services runs as quickly and smoothly as possible and thus to perform any agreement. The Website subsequently recognises the Visitor for this purpose by means of a cookie. By accepting these general terms and conditions, the Visitor hereby gives consent for the use of cookies insofar as necessary.
- 5.4 The details of the Visitor to a Website will also be saved and used insofar as the Visitor has registered for a forum, the sharing of data in a social medium environment, such as Facebook or Twitter, and the sending of a newsletter. The details will also be used:
  - a) to provide information in response to questions asked by the Visitor;
  - b) to send material, a Product or information requested or purchased by the Visitor;
  - c) to notify the Visitor about campaigns, competitions or contests;
  - d) to adapt the information on the Website for the Visitor;
  - e) for the administrative handling of transactions and payments;
  - f) for fraud and infringement prevention; andfor any other statutory purpose, such as a request from the authorities or police.
- 5.5 The Website may use the details of the Visitor to recommend other Products to the Visitor that tie in with earlier purchases. Data about the use of the Website will be used by the Supersized company for the further development and improvement of the Website.
- 5.6 The Visitor must register and create an account on the Website for the purpose of the acts mentioned in Article 5.4. The Visitor's username, password, name, address, town/city, date of birth, sex, telephone number, mobile telephone number and e-mail address may be recorded and saved by an Supersized company and used for Product purchases on the Website.
- 5.7 By registering on the Website, the Visitor gives consent for the Supersized company or its affiliated third parties to send him information by e-mail or post. The Supersized company will not sell this information to a third party nor use the details for marketing purposes, unless the Visitor has given his consent by approving via a opt-in option. The information that the Supersized company requests, or will request in future, from the Visitor is not the same each time and may differ according to the use thereof on the Website.

**Article 6 Sending further information**

The Visitor is given the opportunity on a Website to indicate whether an Supersized company may use his details for sending information about upcoming Events, publications, offers, campaigns and other websites. After obtaining this consent, the

Supersized company may share the Visitor's details with other companies forming part of the same group. There is also the opportunity to ask whether the Visitor wishes to receive information about third-party activities, such as sponsors of a Supersized company or its affiliated businesses. If this consent is granted, the Supersized company may share the Visitor's details with these third parties. The Visitor may withdraw this consent at any time by sending an e-mail to [info@supersized.nl](mailto:info@supersized.nl) with the text 'remove details' and specifying from which lists (newsletter/Forum/etc.) he would like to be removed.

**Article 7 Forum**

- 7.1 The Visitor may register for a Forum on a Website where information can be exchanged with other visitors and with a Supersized company. By registering for such a Forum, the Visitor gives irrevocable consent to the relevant Supersized company to save his personal data and display messages sent by him – with username, avatar or any photograph – on the Website. The Visitor may participate in discussions, write responses and read the views of others in relation to specific topics on the Forum of a Website.
- 7.2 The Visitor is personally responsible for the content of his messages and fully indemnifies the Supersized company against all damage, claims and actions in this regard. The messages of the Visitor on a Forum may not be offensive or insulting and any Visitor who does not comply with these conditions may be banned from the Forum.

**Article 8 Access to details via social network accounts**

- 8.1 When registering on a Website, the Visitor may enter his details by transferring them from an existing account at a social network (such as Facebook or Twitter) to the Website and then amend or supplement them. By clicking on one of the logos of the social media networks, the details that the Visitor shares with 'Anyone' within the chosen social medium will also be shared with the relevant Website of the Supersized company concerned. The Visitor gives his consent for this purpose.
- 8.2 The Visitor can adjust the privacy settings himself via his Facebook, Twitter or other social medium account. The general terms and conditions of the third party in question, such as Facebook or Twitter, expressly apply to the sharing of these details from a social medium account. The relevant Supersized company makes use of the 'Facebook Platform' rules for this purpose, by which it gains access to the Visitor's details. The Visitor of the Website is moreover asked by the Supersized company whether he wishes to amend or supplement the details.

**Article 9 Non-disclosure to third parties by the Visitor**

- 9.1 The Visitor may not disclose his username and password to any third party and is at all times responsible and liable for the loss of these details. If a third party becomes aware of these details, the Visitor must immediately report this via [info@supersized.nl](mailto:info@supersized.nl), so that the Supersized company can block further access to this account.
- 9.2 The relevant Supersized company will not be liable under any circumstances for the loss of the aforementioned details or for any damage and costs that may arise from such a loss for the Visitor. The relevant Supersized company must ensure that the Visitor's details are not passed on or used for any purposes other than those that are strictly necessary for the implementation of the general terms and conditions or the performance of any purchase contract, as set out in the privacy regulations. The Visitor is personally responsible for keeping his username and password secret and fully indemnifies the Supersized company against all damage, claims and actions in this regard.

**Article 10 Third-party services and privacy**

- 10.1 Services or purchases are sometimes offered by third parties on the Website of the relevant Supersized company, for which the Visitor clicks through to that third party's website. Chapter 5 ('Conditions for services or products to be supplied by third parties') of these general terms and conditions apply in this regard. The Visitor can normally see from the 'current page' status on his screen whether he is linked through to a third-party website.
- 10.2 The Privacy Policy of the Supersized company and these general terms and conditions do not apply to websites, purchase contracts or services provided by third parties. The Visitor must acquaint himself with the applicable terms and conditions of the third party concerned.
- 10.3 If the Visitor is asked to enter details on such a third-party website, this will be done at his own risk and the privacy regulations and general terms and conditions of that third party, which will be mentioned on its website, will apply to the Visitor. Barring wilful misconduct or gross negligence, an Supersized company will not be liable under any circumstances towards the Visitor for actions taken by a third party with regard to the Visitor's details or with regard to the services or products of the third party, which may or may not be delivered to the Visitor. Any purchase, delivery or order that the Visitor makes or places with a third party serves as an agreement between that third party and the Visitor, regardless of whether the Visitor accessed the third party's website via an Supersized Website.

**Article 11 Security**

- 11.1 The Supersized company applies security measures for the protection of the personal data on the Website and its servers according to the latest technical standards that are reasonably affordable and routine in the sector. The Supersized company complies in this way with the statutory requirements of the EU Privacy Directive and Dutch legislation. The Supersized company takes all reasonable measures to ensure that only relevant parties who have obtained consent from the Visitor or who are needed in the performance of any agreement can view and use the information.
- 11.2 The Supersized company will not be liable under any circumstances for any damage suffered by the Visitor if a third party gains unlawful access to the Visitor's personal data despite the reasonable measures of the Supersized company. Due to the nature of internet use and the online transmission of data, the Supersized company cannot warrant a completely secure environment for the personal data to the Visitor. Any online transmission of personal data ultimately takes place at the Visitor's own risk. If the Supersized company is at any time faced by an information leak during which third parties appropriate personal data, or the Website is hacked or otherwise illegally breached and personal data is appropriated as a result, it must immediately inform the Visitor thereof insofar as reasonably possible.

**Article 12 Anonymised**

Every Supersized company is authorised to use anonymised data of Visitors obtained via services, purchases or the Website in order to be able to give advertisers information about traffic on the Website and statistics. The personal data of the Visitor will not be provided in this regard. Insofar as necessary, the Visitor gives consent for this purpose by accepting these general terms and conditions.

## CHAPTER 3 CONDITIONS FOR VISITING EVENTS

### Article 13 General

- 13.1 The general terms and conditions in this chapter apply to all admission tickets and accordingly form an integral part of all agreements for the sale, donation and delivery of admission tickets for Events wherever these have or will be held.
- 13.2 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.

### Article 14 Admission ticket

- 14.1 Access to the Event is only obtained by showing a valid admission ticket. Access to the Event is only available to people aged 18 and older. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the aforementioned age limit.
- 14.2 People younger than 18 will simply be refused entry to the Event, in which case the Supersized company will not be obliged to refund the admission fee.
- 14.3 Admission tickets are and remain the property of the Supersized company. Admission tickets may not be resold in any way to third parties, offered for sale to third parties in any way and/or provided for or in the context of commercial purposes prior to the Event. If this prohibition is breached, the Supersized company will be entitled to refuse access to the Event and recover all ensuing damage from the Visitor.

### Article 15 Searches

The Supersized company 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, without any right to a refund of the admission fee, or may be immediately removed from the Event.

### Article 16 Prohibited items

- 16.1 At the risk of confiscation, a Visitor may not bring, either for himself or another person, or have in his possession at the Event venue, any professional photography, film, sound and/or other recording equipment of any nature, glassware, plastic bottles, beverages, food, drugs, cans, fireworks, animals, weapons and/or dangerous objects (including but not limited to spray cans or CS gas) or use such items prior to or during an Event. Confiscated items will not be returned.
- 16.2 Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the admission fee, or may be removed from the Event and/or handed over to the police. Confiscated items will be destroyed.

### Article 17 Refusal of entry

The Supersized company generally reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event if it deems this necessary for maintaining public order and safety during the Event. This also applies if a Visitor wears or carries clothing, texts or signs which, in the opinion of the Supersized company, may be offensive, discriminating, insulting to or cause aggression or unrest among other Visitors as well as to undressing during the Event (including but not limited, for instance, to exposing the upper part of the body).

### Article 18 Film and video images

Recording the Event in a professional and/or commercial form, including photographing, filming, making sound and/or image recordings, as well as reprinting and/or copying from the programme booklet, posters and other printed materials is not permitted without the express, prior and written consent of the Supersized company.

### Article 19 Own risk

- 19.1 The Visitor enters the Event venue, which may include any shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. In this regard, the Supersized company cannot be held liable, unless there is a case of gross misconduct and/or wilful misconduct by the Supersized company or its management. If nevertheless the Supersized company can be held liable, any liability of the Supersized company will be limited to EUR 50,000 as a result of damage due to personal injury or costs arising from the aforementioned entrance or attendance, such as but not limited to hearing, visual and other physical disorders or damage to the Visitor's property, resulting from any cause, including those arising from the actions of other Visitors, the Supersized company, its personnel and/or the third parties that it engages, such as standholders.
- 19.2 The Visitor is expressly aware that loud music will be played during the Event. The Supersized company advises Visitors to occasionally give their hearing a rest during the Event by going to an area where no music is being played and to wear ear protection at all times.

### Article 20 Programme

The Supersized company 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 schedule and any resultant damage to Visitors and/or third parties. The Supersized company is not liable for the content of the Event programme or how it is performed, expressly including the length of the programme.

### Article 21 Further rules

- 21.1 The Visitor to the Event is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of the Supersized company, the transport firm that runs the shuttle bus, the operators of the Event venue, the security staff, fire brigade, police and other authorised parties. Security cameras may be present at the Event venue.
- 21.2 If the Visitor fails to comply with an order or breaches a rule prohibiting certain behaviour, he will be immediately removed by the security staff. Specific rules may apply to the site or venue of any Event and will be announced or

published on site. If possible, these rules will also be published in advance on the Website of the relevant Supersized company.

**Article 22 Force majeure**

In case of force majeure in the broadest sense, which in this regard also includes the illness and/or withdrawal of the artist(s), strikes, fire, bad weather conditions, etc., the Supersized company will be entitled to move the Event to another date or location or to cancel the Event.

**Article 23 Moving or cancelling the Event**

23.1 The Supersized company will not be responsible for damage arising from moving or cancelling the Event, as referred to above. If the Event is moved or cancelled, as referred to above, the Supersized company will publicise this fact as far as possible in the manner that it deems appropriate. The Supersized company is only obliged in case of cancellation to refund the admission fee, but not the booking/administration costs, to the Visitor at his request.

23.2 The refund will only be made, within a reasonable period after the date of the cancelled Event, if the Visitor produces a valid admission ticket, in the manner stipulated and announced by the Supersized company (or the party that processed the ticket payment) by means of channels that it will announce.

**Article 24 Image and sound recordings**

24.1 The Supersized company is authorised to make or arrange for image and/or sound recordings to be made of the Event and the Visitors to the Event and 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 Event venue, the Visitor unconditionally consents to the aforementioned recordings being made and to the processing, publication and use thereof, in the broadest sense, without the Supersized company or any of its affiliated companies being liable to pay any compensation to him at any time.

24.2 The Visitor hereby irrevocably renounces any interest that he could have in the aforementioned recordings. Insofar as the Visitor has any copyright, neighbouring rights and/or portrait rights to the aforementioned recordings, he hereby unreservedly assigns these rights to the Supersized company and hereby irrevocably renounces his personality rights and/or will not invoke these rights.

**Article 25 Smokefree Event**

25.1 The Visitor may not smoke at an Event that is organised inside a venue by the Supersized company. Smoking is only permitted in designated smoking areas. The Supersized company will take reasonable steps to make Visitors aware of the smokefree nature of the Event, but cannot warrant that the Event will be entirely smokefree. The Visitor will not be entitled under any circumstances to a refund of the admission fee or to any other compensation if the Event is not entirely smokefree.

25.2 If an order to stop smoking or a ban on smoking is breached, the security staff will immediately remove the Visitor insofar as possible and any fines imposed on the Supersized company because of the Visitor's breach will be recovered from the Visitor.

**Article 26 Tokens**

Tokens purchased during an Event will only be valid for that Event. Purchased tokens can only be exchanged during an Event. The Supersized company will not under any circumstances refund the purchase price of tokens after the Event.

**Article 27 Festival**

All terms and conditions of this chapter expressly also apply to a festival organised by a Supersized company. A festival may be an Event organised for a single day or several days, with or without camping facilities.

**Article 28 Camping facilities**

The Supersized company may also offer camping facilities to Visitors at an Event, which offer will be valid for as long as those facilities remain available. The Visitor must purchase a special camping ticket for access to the camping facilities, which will be exchanged at the entrance for a wristband that will give him access to the camping facilities for the entire Festival. Further to the terms and conditions of this chapter, the Visitor may not take the following items from the camping facilities and/or use the following items, even at the campsite:

- a) Campers, caravans, delivery vans, minibuses or other cars (all vehicles must be parked at the designated car park);
- b) Candles, torches, oil or gas lamps, gas cylinders, sharp objects, tap systems, sound systems (other than a small radio), barbecues and/or other cooking or kitchen equipment (unless otherwise announced in the campsite rules, as referred to below), or generators.

**Article 29 Campsite rules**

29.1 Camping and sleeping is only permitted in tents at the campsite and not in cars or otherwise in the car park. All vehicles must be parked in the car park. The Visitor must carry all items that need to be taken to the campsite himself.

29.2 Each Visitor to the campsite may not take along more than 3 (three) litres of non-alcoholic or weak alcoholic beverages. Glassware and/or strong alcoholic beverages are strictly forbidden. No drinks – alcoholic and/or non-alcoholic – may be taken from the campsite to the Event venue. Visitors may take their own food to the campsite, but this may not be taken to the Event venue.

29.3 The Visitor will be searched and checked at the entrance to the campsite and again at the entrance to the Event venue.

29.4 Trading, in any form whatsoever, is not permitted in the car park, at the campsite or in the Event venue. Goods may not be defaced other than expressly in designated places. The Visitor must deposit any form of refuse in the designated rubbish bins.

29.5 Climbing on stages, barriers, gates or scaffolding is not permitted. The breach of any of these conditions may lead to the sanction of removal from the Event venue and/or the campsite without any refund of the admission fee.

29.6 The Supersized company may lay down further practical rules in the 'Campsite Rules' that will be put up or distributed, in relation to:

- using showers and washing facilities at the campsite;

- refuse collection;
- barbecue/cooking options;
- putting up tents;
- following the instructions of government, security and service employees;
- other relevant instructions for camping with regard to public nuisance and similar matters.

#### **CHAPTER 4            CONDITIONS FOR WEBSITE PURCHASES**

##### **Article 30            General**

- 30.1 The terms and conditions in this chapter apply to every offer, acceptance and purchase contract of any Visitor in respect of a Product on the Website. Such a Product may include a Download, e-ticket, Merchandise product – including a physical CD or DVD – or another Product that is offered.
- 30.2 This chapter and the purchase contracts referred to herein only relate to distance purchase contracts, i.e. contracts that are entered into online (confirmed by e-mail), as referred to in Section 227a, Book 6 and/or 46a, Book 7 (Consumer Sales) of the Dutch Civil Code. These general terms and conditions comply with the legislative requirements for distance purchase contracts. Each Product will be offered for as long as stocks last.
- 30.3 All details that the Supersized company must provide as the seller to the Visitor in accordance with Section 46c, Book 7 of the Dutch Civil Code are included in these general terms and conditions or on the relevant Website. The following is stated on the Website where the Visitor purchases a Product:
- a) the identity of the relevant Supersized company and whether the Visitor must pay all or part of the price in advance;
  - b) the most important features of the Product;
  - c) the price including taxes;
  - d) any delivery charges;
  - e) the payment method and how the purchase contract will be performed;
  - f) any cancellation method for physical Products (which does not apply to purchased Downloads, Streams, e-tickets or a transport agreement);
- Furthermore:
- g) the costs for the use of communication resources by the Supersized company will not be passed on to the Visitor;
  - h) there is no specific period for acceptance of the offer by the Visitor besides the rule that the offer by its nature (except in case of Downloads and Streams) is limited for as long as stocks last or the Product is available;
  - i) there is no question of an agreement that extends to continual or periodic delivery.
- 30.4 After the distance purchase contract is concluded between the Supersized company and the Visitor, the Visitor will receive an e-mail, specifically providing the information for points a) to f) above and stating that the Purchaser may cancel the purchase contract for physical Products within seven working days of receipt of the Product. However, this method of cancellation does not apply to the purchase of a Download, Stream, e-ticket, transport agreement or any service in relation to leisure activities.

##### **Article 31            Online purchases of Downloads and Streams**

The Visitor may purchase Downloads and Streams on the Website of the relevant Supersized and receive or listen free of charge in some cases. The service to be provided by the Supersized company on the Website entails giving the Visitor the opportunity to stream music and other files and/or download these files at a specific price. Music is provided to the Visitor via the internet connection. Streams can be listened to free of charge, as indicated on the Website. If the Visitor wishes to download a specific file, he must indicate how he will pay for the Download.

##### **Article 32            Merchandise, tickets and other products**

The Visitor may purchase Merchandise items, tickets, e-tickets or other Products on the Website of the relevant Supersized company, as a result of which the electronic distance purchase contract comes into being. These forms of purchase also fall under the terms and conditions of this Chapter. Merchandise items, including physical CDs and DVDs, are delivered by ordinary post to the Visitor as indicated in these terms and conditions below.

##### **Article 33            Consent**

Any Downloads, Streams or Merchandise items that are offered on a Website are always offered with the express consent of all the artists, record companies, authors and designers concerned with whom the Supersized company has entered into an agreement.

##### **Article 34            Registration**

The Visitor must be registered in accordance with the provisions of Chapter 2 of these terms and conditions before any distance purchase contract can be concluded with the Supersized company for a Product that is offered on the Website.

##### **Article 35            Prices and costs of Downloads and Streams**

- 35.1 The Website clearly stipulates the price that the Visitor must pay for each Product before it can be downloaded. The Website also offers the Visitor the opportunity to purchase several Downloads at a 'bundle' price. These bundles are available for sale in various quantities of Downloads.
- 35.2 All prices are valid until other new prices are indicated on the Website. No interim price alteration is possible in respect of a Download that has already been purchased but not yet delivered for any reason. All specified Product prices always apply subject to the VAT rate remaining unaltered. If the VAT rate changes, the new VAT rate will automatically apply from the date on which the associated statutory amendment comes into force.
- 35.3 The Visitor will not be charged for any costs other than the purchase price of a Download or a Download bundle. The cost of the internet connection used by the Visitor is payable by the Visitor.
- 35.4 A precise description of the relevant music or other file, the artist or artists, the title of the composition, the duration of this title and the format in which it can be purchased is provided for each Download. The Website offers the Download in an MP3 format of at least 192Kbps.
- 35.5 The time that the Visitor's computer takes to collect the Download that is made available by the Supersized company after purchase, depends strongly on the type and quality of the Visitor's internet connection, for which the Supersized company is in no way responsible or liable.

**Article 36 Prices and costs of Merchandise**

The Website clearly stipulates the price that the Visitor must pay for each Product before it can be delivered. All prices include VAT and exclude delivery charges. The Visitor will not be charged for costs other than the purchase price and delivery charges. All prices are valid until other new prices are indicated on the Website. No interim price alteration is possible in respect of a Product that has already been purchased but not yet delivered for any reason. All specified prices always apply subject to the VAT rate remaining unaltered. If the VAT rate changes, the new VAT rate will automatically apply from the date on which the associated statutory amendment comes into force.

**Article 37 Formation of the purchase contract**

- 37.1 A contract for the purchase and sale of a Product between the Visitor and an Supersized company will only be concluded after the Visitor has accepted the offer on the Website in the appropriate manner, has correctly agreed to the purchase procedures on the Website and made payment to the party which processes payments on behalf of the Supersized company. The Supersized company will send or arrange for an e-mail to be sent as soon as possible, confirming that the purchase contract has been concluded, to the Visitor who has purchased a Product.
- 37.2 The Supersized company is entitled to refuse certain purchases of the Visitor if it has obvious misgivings about the Visitor's ability to fulfil its financial obligations or if there is doubt about other factors that may be relevant to the conclusion and performance of the purchase contract with the Visitor. Any future agreements will be refused if the Visitor breaches the further user rules referred to in Article 43 and/or 54.
- 37.3 The Supersized company is responsible for adopting technical and organisational measures to secure the electronic transfer of personal data and payment transaction information.

**Article 38 Conformity**

- 38.1 The Supersized company undertakes towards the Visitor to deliver the Product according to the description, quality and quantity as described for each Product on the Website and in the 'shopping cart' list which the Visitor has virtually filled with a Product to be purchased. Merchandise Products will be delivered allowing for the normal size, colour and quantity tolerances, unless expressly agreed otherwise. The visible photograph of the Merchandise Product on the Website, if available, provides as reasonably as good an impression as possible of the Product to be purchased by the Visitor.
- 38.2 The Visitor must inspect the purchased Product immediately after delivery to check whether it conforms to that which he ordered and purchased. If that is not the case, the Visitor must report this within seven days of receipt to the e-mail address of the relevant Supersized company. The Supersized company need only choose whether to refund the purchase price or deliver another Product of the same type if it is demonstrated to it in writing or by e-mail that the Product – in the absence of any fault of the Visitor or reasons that should be for the Visitor's expense or risk – does not conform to that which the Visitor purchased. Insofar as a purchased Product cannot be played or otherwise used because the Visitor's computer or connection does not meet the stated technical requirements, the Supersized company will not be obliged under any circumstances to refund or replace the purchase.

**Article 39 Approval period for Downloads**

- 39.1 The Visitor may listen in advance and free of charge to an abridged version of each Download one or more times without buying it, however only as Stream (during which the file is not sent to the Visitor but is listened to from the Website server). By offering this option, the Visitor has the opportunity to consider the suitability and choice of the Download for purchase.
- 39.2 Due to the nature of the Product offered by the Supersized company as a Download to the Visitor – the distance purchase of an electronic music or other file – one-off purchases of Downloads may not be returned by the Visitor and the purchase price of a Download will not be refunded under any circumstances, unless the delivery of the Download does not comply with the Visitor's reasonable expectations for technical or other reasons. The statutory approval period with regard to the Product to be purchased by the Visitor is complied with by offering Streams of all available Downloads.

**Article 40 Payment**

- 40.1 Payment may take place by means of an instruction for that purpose from the Visitor to the Supersized company or the designated party which processes payments on its behalf.
- 40.2 The relevant Supersized company that manages the Website is in no way liable for errors, malfunctions or faults in or with regard to the payment by this third party or parties to the Website. The Visitor is bound by means of a standard agreement with such a third party that processes payment to its general terms and conditions, which the Visitor may request from that party. The Supersized company is not responsible for the content of those general terms and conditions.
- 40.3 After the Visitor has issued his payment instruction and the payment has been made via the third party that processes payment for the Supersized company, the Website will make the Download paid for by the Visitor available for collection electronically by the Visitor's computer or send the Merchandise Product.

**Article 41 Downloading files**

In order to carry out Downloads, it is firstly necessary that the Visitor has installed certain software on his computer, which will be made available by the Website at the time of his registration. If a Download or Stream is purchased on a Website, this Website will not under any circumstances sell or deliver a physical Product on order to replace this and expressly will not send any physical products to the Visitor.

**Article 42 User rights for Downloads**

- 42.1 The Visitor may play the purchased Download on a computer or burn it on a sound carrier. The Supersized company which offers Downloads and Streams does not warrant that the Download purchased by the Visitor will be capable of being played, after it is burned on a particular carrier in a particular format, on any player that can reproduce music. This company likewise does not warrant that every burner will be able to process the data of the purchased Download. This is all strongly dependent on the hardware, software and peripheral equipment that the Visitor uses and for whose functionality the Supersized company is in no way responsible or liable.

- 42.2 The Website includes user instructions that precisely explain how downloading and streaming from the Website work and state the minimum requirements for the Visitor's computer.
- 42.3 The relevant Supersized company which offers Downloads and Streams must ensure that the Visitor's questions, comments and reasonable requests with regard to any problems are responded to within a reasonable period and that these are dealt with adequately. The Visitor can make contact for this purpose by using the e-mailaddress [info@supersized.nl](mailto:info@supersized.nl).

**Article 43 Delivery of the Download**

- 43.1 A purchased Download will be delivered, in principle, immediately after the purchase contract is concluded. The Visitor will be immediately informed by means of a pop-up screen that the Download from the Website is available to be collected by his computer, by means of an internet connection. The Visitor must abide by and agree to the user rules stipulated at that time. When the Visitor indicates that his computer is ready to collect and receive the Download, the Supersized company will make the Download available on a one-off basis. The Visitor is responsible for giving any incorrect instructions and the Supersized company is not liable in this regard.
- 43.2 The Supersized company is not obliged to perform or supplement the delivery in any way other than is indicated here. Any power failure, malfunction, defect or other impossibility to receive the Download, other than an attributable fault on the side of the Supersized company, is and remains entirely at the Visitor's expense. If the Visitor cancels the transfer when the Download is made available by the Supersized company, for instance, this will not be made available again.
- 43.3 If the Visitor does not receive the Download for any reason, or cannot use or play the Download for any reason, he may however contact [info@supersized.nl](mailto:info@supersized.nl) for help, questions and/or comments. The Supersized company will only make the Download available to the Visitor again if it is reasonably able to accept that the delivery of the Download has failed for a reason that should not be attributed to the Visitor.
- 43.4 The Supersized company must make all reasonable efforts to perform the delivery according to the Visitor's reasonable expectations. If necessary, the Supersized company will be available to assist the Visitor with any problems or questions relating to the delivery of Downloads by means of its e-mail address or by telephone. The Supersized company is not liable for any damage to the Visitor's computer, consequential damage, losses due to delays, or damage caused by power failures or a poor internet connection.
- 43.5 If the Visitor fails to make any payment, the Supersized company will be entitled to suspend the relevant agreement and delivery, terminate the agreement without being liable to pay any compensation, or claim specific performance.
- 43.6 If the delivery of a specific product is temporarily impossible, for instance because of a technical malfunction or otherwise, and the Visitor has already paid for that product, the Supersized company will perform the delivery as soon as possible or refund the purchase amount to the Visitor, at the Visitor's request by e-mail, if delivery has still not been taken place after seven days.
- 43.7 Technical problems may occur on the Website and certain files may temporarily not be available for downloading by the Visitor at that moment. The Supersized company is not liable under any circumstances for any resultant damage or delay caused to the Visitor.

**Article 44 Delivery of Merchandise**

- 44.1 As soon as the Supersized company has received payment in full, it will be obliged to deliver the purchased Product. Deliveries will only be made to an existing postal address. The Supersized company undertakes towards the Visitor to package the Product properly and secure it in such a way that it reaches the delivery address in good condition by means of normal transport.
- 44.2 The delivery of a purchased Merchandise Product will take place, in principle, within 14 days of the conclusion of the purchase contract and receipt of payment. The Visitor will be immediately informed by e-mail that the contract has been concluded, the Product has been paid and that it will be sent. The Supersized company will make reasonable efforts at all times to deliver the Products within 14 days. Orders may sometimes be delivered later due to a dependency on suppliers.
- 44.3 If a particular Product is no longer in stock, the purchaser will be advised thereof by e-mail. If the delivery takes longer than 30 days, the Visitor will be entitled to immediately cancel the purchase and obtain a refund of the purchase price, including additional costs paid.
- 44.4 If the delivery of a specific Merchandise Product is temporarily impossible, for instance because of a technical malfunction or otherwise, and the Visitor has already paid for that product, the Supersized company will perform the delivery as soon as possible or refund the purchase amount to the Visitor – but only at the Visitor's request via the helpdesk – if delivery has still not been taken place after seven days. The Supersized company is not liable under any circumstances for any resultant damage or delay caused to the Visitor.
- 44.5 The warranty provisions of the manufacturer often apply to certain Merchandise Products. The Visitor may contact the helpdesk for questions about this warranty.

**Article 45 Returning Merchandise Products**

- 45.1 The Visitor may return Merchandise Products within seven working days of receipt, only including CDs or DVDs if they are still sealed. Tickets, CDs and DVDs with a broken seal cannot be returned. Return consignments may be sent to the relevant Supersized company, quoting the order number, at P.O. Box 8794, 3009 AT Rotterdam, the Netherlands.
- 45.2 After the Supersized company has received the return consignment, the amount will be refunded to the Visitor's account provided that the stated conditions have been met and the Purchaser has provided reasons for returning the items.

**CHAPTER 5 CONDITIONS FOR SERVICES OR PRODUCTS TO BE SUPPLIED BY THIRD PARTIES**

**Article 46 Third-party terms and conditions and agreements**

- 46.1 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. The Visitor can see from the 'current page' status on his screen whether he is linked through to a third-party website. This is also visible when the Visitor enters into any distance purchase contract with this third party.

- 46.2 If the Visitor proceeds to purchase a product or service from this third party, any general terms and conditions 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.
- 46.3 Although the Supersized company 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 Supersized company 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.

**Article 47 Payment of e-tickets**

If the Visitor purchases an e-ticket for an Event of the Supersized company, the payment for this Product will usually be handled for the Supersized company by a third party. This third party will normally use its own general terms and conditions in relation to the Visitor as the purchaser of the admission ticket. The general payment conditions of the relevant third-party as well as these general terms and conditions of the Supersized company will apply to an e-ticket.

**Article 48 Trips, transport and airline tickets**

- 48.1 The Visitor may be offered trips for booking tickets for domestic and foreign events via the Website, which will be booked and handled by the third party. When purchasing such a trip, the Visitor enters into a transport agreement with this third party. Although the Supersized company chooses these providers with care, it is not a party to any agreement between the Visitor and this third party.
- 48.2 The Visitor indemnifies the Supersized company against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable general terms and conditions of the third party may always be requested on the website of this third party.

**Article 49 Offers made by standholders at an Event**

The Visitor to an Event of the Supersized company may be offered products or services at that Event by third parties/standholders, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of fairground attractions. Although the Supersized company chooses these standholders with care, it is not a party to any agreement between the Visitor and this third party. The Supersized company which organises the Event will not be liable under any circumstances for any damage arising from the purchase or procurement of a product or service by the Visitor, including a fairground ride of this third party. The Visitor indemnifies the Supersized company against any claim for costs or damage that may arise from an agreement between himself and this third party. Any applicable general terms and conditions of the third party may always be requested from this third party.

**CHAPTER 6 FINAL PROVISIONS**

**Article 50 Further user rules**

- 50.1 Visitors of the Website are at all times obliged to comply with the regulations, any amendment of the regulations and any instructions and user rules of an Supersized company as published on the Website.
- 50.2 Insofar as the Visitor of the Website does not comply, does not comply fully and/or does not comply on time with the user rules, the Supersized company may, depending on the specific circumstances, suspend its obligations, terminate the agreement without being liable to pay any compensation, or claim specific performance.

**Article 51 Information on the Website**

Although the Supersized company pays great care and attention to the provision of information on the Website, it cannot give any guarantee in relation to the nature and content of the information and is in no way liable for the content and consequences of using that information. Insofar as there are links on the Website to offers, Products, material or the website of a third party, the Supersized company is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

**Article 52 Force majeure**

Notwithstanding its possible other rights, the Supersized company 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 Supersized company, because it is not accountable by law, a legal act or according to generally accepted standards.

**Article 53 Liability for information**

- 53.1 The Supersized company will not be responsible under any circumstances towards the Visitor or third parties for errors, limited information or details on any Website except in case of intent or wilful recklessness towards the Visitor. The Supersized company, its affiliated businesses or third parties involved in the performance of any service or agreement will not be liable under any circumstances for damage, costs, lost profits, losses, consequential damage, loss of privacy or loss of data for any direct or indirect use or functioning of the Website.
- 53.2 The Supersized company expressly does not warrant the Visitor that the Website, parts thereof or functions pertaining thereto will always function flawlessly, function according to the description or be available for use. On account of the internet connection, the resultant link to many unknown third-party internet users and possible attacks by hackers or others, the Supersized company can likewise not warrant that the Website or the server that it uses will always be free of viruses, bugs or other faults or defects. The Visitor should also take reasonable measures himself to ensure that his computer is protected against viruses and the like.
- 53.3 The Supersized company will not be liable under any circumstances for the Visitor following any link or hyperlink to a third-party website or for the Visitor entering into any agreement with this third party. The Supersized company will likewise not be liable under any circumstances for the messages posted by others on any forum or via any social medium that cause material or immaterial damage to the Visitor in any way.

**Article 54 Intellectual property rights**

- 54.1 Everything that is published on the Website or which belongs to the Website, including music files, artists' names, label names, Streams, Downloads, software, designs, drawings, logos and trademarks forms part of the intellectual property of the Supersized company or any licensor thereof by law or on the basis of an agreement.
- 54.2 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. The downloading, streaming and other use of Products and files is governed by the user rules that are included in these terms and conditions. The Visitor is obliged to comply with these user rules at all times. These user rules are based, among other things, on the current wording of the Dutch Copyright Act and only constitute a short summary to indicate the instructions and prohibitions applicable to the Visitor under the Act.
- 54.3 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:
- a) the Visitor may only make normal private use of a Product 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;
  - b) the Visitor is allowed to make normal use of any Product file that he has lawfully purchased, according to the procedures indicated on the Website. It is permissible to make a private copy, burn a CD or create a copy on another computer of music and other files that have been downloaded and purchased according to the rules, but only for personal and non-commercial use. Making copies available to third parties is not allowed under any circumstances;
  - c) the security method as applied to software also explicitly belongs to the protected portions of the Website;
  - d) 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.
- 54.4 If it is established that a Visitor has breached the statutory rules, the Supersized company is within its rights to inform the entitled party hereof, which can then institute legal action against the Visitor.

**Article 55 Replacement clause**

If and insofar as any provision of these terms and conditions is inconsistent with any statutory rule, this will not affect the other provisions of these terms and conditions. The provision in question will cease to exist and be replaced by a provision that approximates the original one as closely as possible as regards content and nature and which is permitted by law.

**Article 56 Applicable law and jurisdiction**

Dutch law applies to these general terms and conditions. The Rotterdam District Court has sole jurisdiction to take cognisance of disputes relating to these general terms and conditions, an agreement or the performance thereof.

Filed by Supersized Events on 24 May 2011.