

# GENERAL TERMS AND CONDITIONS FOR VISITORS APPLICABLE TO PUBLIC FAIRS AND TRADE FAIRS OF IANAT BV.

## 1. Applicability of these Terms and Conditions

These General Terms and Conditions for Visitors are applicable to any agreement between I Am Not A Tourist Fairs & Events (IANAT BV) and a Visitor.

## 2. Definitions

The following terms are used in these General Terms and Conditions for Visitors:

- *Fair*: a fair organised by IANAT that takes place in an Exhibition Building.
- *Exhibition Building*: the exhibition building hired by IANAT or the Third Party producer where the Fair is held.
- *Visitor*: the person who concludes an agreement with IANAT as a visitor to a Fair to be organised by or on behalf of IANAT.
- *Third Party Ticket Seller*: the third party designated by or on behalf of IANAT as an official seller of Admission Tickets.
- *IANAT*: IANAT B.V., Chamber of Commerce number 50176595, PO Box 1999, 6801 BZ Arnhem.
- *Service charges*: an additional fee (in addition to the price of the Admission Ticket) that IANAT or a Third Party Ticket Seller can charge to cover transaction and other costs.
- *Admission Ticket*: a physical or digital document that gives the right of access to a Fair, with a unique code that can be read by a scanner.

## 3. Admission Tickets

- a. The agreement between IANAT and the Visitor is established at the time that the Visitor purchases an Admission Ticket for access to the Fair. Admission Tickets can be purchased either through the IANAT website, or through Third Party Ticket Sellers.
- b. An Admission Ticket is issued once and gives one Visitor the right of access to the Fair.
- c. The person who presents the Admission Ticket first at the start of the Fair obtains access to the Fair. IANAT assumes that that person is also the owner of the Admission Ticket.
- d. IANAT is not required to investigate the validity of the Admission Ticket and/or the identity of the holder.
- e. Once the Admission Ticket has been made available to the Visitor either electronically or physically, the Visitor bears the risk of loss, theft, damage or misuse of the Admission Ticket. IANAT can only vouch for the validity of the Admission Ticket if the Admission Ticket has been purchased from

IANAT or from a Third Party Ticket Seller. The burden of proof that this is the case rests with the Visitor.

- f. If the visitor has not received an Admission Ticket (not even in the spam folder of the Visitor's email account) while the Visitor has demonstrably paid, the Visitor must report this to IANAT at least 24 hours prior to the start of the Fair. In the event that the Admission Ticket has been purchased from IANAT or a Third Party Ticket Seller, the Visitor will receive a new Admission Ticket and the old Admission Ticket becomes invalid. The burden of proof as to whether he has purchased the Admission Ticket from IANAT or a Third Party Ticket Seller rests with the Visitor. In the absence of evidence, IANAT is not obliged to issue the Visitor with a new Admission Ticket.
- g. IANAT has the right to set a limit on the number of Admission Tickets ordered per Visitor.
- h. Admission Tickets cannot be returned or exchanged unless these conditions stipulate otherwise.

#### **4. Sale and transfer of the Admission Ticket**

- a. The Visitor is obliged to retain the Admission Ticket for himself. Reselling is not allowed. If unable to attend, the Visitor may give the Admission Tickets purchased by him to a third party.
- b. The Visitor may not advertise for the Fair if this is done with the intention of selling or reselling the Admission Ticket.
- c. In the event that the Visitor gives his or her Admission Ticket to a third party, the Visitor is obliged to inform the relevant third party of these General Terms and Conditions for Visitors and, where possible, to provide them physically or electronically. The Visitor shall ensure that the third party complies with the conditions.
- d. IANAT is entitled to invalidate an Admission Ticket that has been resold or used for commercial purposes in violation of these General Terms and Conditions for Visitors. An invalidated Admission Ticket does not entitle access to the Fair.

#### **5. House rules of the Exhibition Building; start time of the Fair**

- a. Any general terms and conditions and house rules of the Exhibition Building apply in addition to these General Terms and Conditions for Visitors, but only as regards the visit to the Exhibition Building on the day of the Fair.
- b. The Visitor is obliged to follow the instructions of the employees of the Exhibition Building and of the employees of IANAT.

- c. The Visitor is obliged to cooperate with any searches (including any bag checks) when entering the Exhibition Building. If the Visitor refuses to cooperate, IANAT can deny him/her access to the Exhibition Building, without the right to a refund.
- d. If the Visitor arrives at the Exhibition Building after the start of the Fair, he/she must follow the instructions of staff.
- e. Photographing, filming and making sound and/or image recordings with any device whatsoever is not allowed.
- f. It is possible that the Exhibition Building and/or IANAT may employ camera surveillance in and around the Exhibition Building for security reasons. Camera images are kept for no longer than strictly necessary.

## **6. Rights of IANAT**

- a. If the Visitor violates one or more provisions of these General Terms and Conditions for Visitors, the Visitor is legally in default without requiring further notice of default. In that case, IANAT is entitled:
  - i. to dissolve the purchase agreement with immediate effect and without judicial intervention; and
  - ii. to refuse the Visitor (further) access to the Fair, for example by invalidating the Admission Ticket, without the visitor being entitled to a refund.
- b. An invalidated Admission Ticket does not entitle (further) access to the Fair.
- c. It is possible that IANAT makes sound or image recordings of the Fair for promotional purposes, including social media and advertising campaigns. The Visitor may occasionally be identified in these images.

## **7. Force majeure**

- a. In addition to Article 6:75 of the Dutch Civil Code, a shortcoming in the fulfilment by IANAT cannot be attributed to it in the event of force majeure. Force majeure shall also mean any circumstance independent of the will of IANAT - even if it could have been foreseen as a possibility at the time of concluding the agreement - which temporarily or permanently prevents the fulfilment of the agreement, including:
  - i. strikes, roadblocks, public transport strikes or weather conditions that may affect the Fair itself and/or public transport;
  - ii. terrorist attacks, war, riots, fire or police, army and/or fire brigade activities;
  - iii. a government-imposed lockdown or other restrictive public health protection measures;

- iv. illness and/or cancellation of a significant number of Fair exhibitors,
  - v. nuisance and/or unlawful acts caused by third parties, including other visitors;
  - vi. the improper functioning of facilities due to an emergency, maintenance work or other events in the Exhibition Building.
- b. If there is force majeure, IANAT has the right to either move the Fair to another date or another location within a radius of 100 kilometres from the original location, or to cancel the Fair.
  - c. Although IANAT will endeavour to inform the Visitor by email of a possible cancellation, IANAT cannot guarantee that each Visitor will be informed of the cancellation individually prior to the date of the Fair. IANAT is not liable for any travel or other costs that the Visitor has already incurred in connection with a cancelled Fair.
  - d. In the event that IANAT decides to cancel the Fair, IANAT (or, where appropriate, the Third Party Ticket Seller on behalf of IANAT) will refund the price of the Admission Ticket to the Visitor. Refunds will be made within three months of the date of the cancelled Fair. Electronically purchased admission tickets are automatically declared invalid and are therefore no longer valid for any future editions of the Fair. In the event of cancellation, physically purchased admission tickets can be returned to the location where the Admission Ticket was purchased.
  - e. In the event that IANAT decides to move the Fair to another date, the Admission Ticket will remain valid for the new date on which the Fair will take place. If the Visitor cannot or does not wish to visit the Fair on the new date, he or she has the right to return the Admission Ticket to IANAT or to the Third Party Ticket Seller for a refund of the fee paid by the Visitor to IANAT or to the Third Party Ticket Seller. This refund will only take place if the Visitor can hand over a valid and undamaged Admission Ticket in good time. If the Fair is moved to a later date than the original date, the Visitor can only claim a refund if he or she has returned the Admission Ticket to the party from whom the Admission Ticket was purchased within six weeks of the announcement of the new date of the Fair. If the Visitor does not submit a request for a refund within those six weeks, this will then be considered to be tacit consent to the changed date and the right to a refund expires.
  - f. In the event of force majeure, only a Visitor who is a consumer and has purchased the Admission Ticket from IANAT or from a Third Party Ticket Seller is entitled to a refund of the service charges. In case of force majeure, IANAT is not obliged to compensate for other damages, even if IANAT enjoys any advantage as a result of force majeure. Nor can the Visitor claim access to another Fair.

## **8. Liability**

- a. IANAT is exclusively liable for any business and/or consequential damages or injury suffered by the Visitor if such damages was caused by intent or deliberate recklessness of IANAT and/or the third parties engaged by IANAT. The compensation is never higher than the amount paid by the insurer of IANAT in the case in question. If, for whatever reason, the insurer does not pay, the liability of IANAT is limited to € 25,000 per event or series of related events. Claims for damages caused by the Exhibition Building must be submitted to the Exhibition Building.
- b. In all cases, the liability of IANAT is excluded for:
  - i. dissatisfaction with a product purchased from a Fair exhibitor or a product purchased from a caterer present in the Exhibition Building;
  - ii. damages resulting from the actions of third parties, including Fair exhibitors and third parties engaged by them;
  - iii. damages as a result of the failure to follow instructions given by IANAT employees;
  - iv. damages as a result of non-compliance with the house rules of the Exhibition Building;
  - v. personal injury that is reasonably attributable to an exhibitor and/or to the Exhibition Building;
  - vi. damages caused by other visitors in any way whatsoever.
- c. Offers, (programme) announcements, communications, prices or other information provided by or on behalf of IANAT about a Fair are non-binding. IANAT is not liable for any errors made by IANAT or third parties in that information, nor for errors made in the (pre)sale of tickets by third parties, including the Third Party Ticket Seller.
- d. Unless the programme information on the IANAT website contains a minimum advisory age, the Fair is considered in principle to be suitable for all ages. However, the final assessment of the suitability of the Fair for under-age Visitors is the responsibility of the adult supervisors of the minor(s). The (un)suitability of the Fair does not therefore provide grounds for a refund.

## **9. Personal data**

The personal data of the Visitor who registers with IANAT or the Third Party Ticket Seller in connection with the issue of an Admission Ticket, will be included in the records of IANAT and/or the Third Party Ticket Seller. IANAT processes personal data in accordance with applicable rules and regulations.

## **10. Final provisions**

- a. The invalidity of any provision of these General Terms and Conditions for Visitors does not affect the validity of the remaining provisions.
- b. Dutch law applies to these General Terms and Conditions for Visitors and to the agreement that exists between the Visitor and IANAT.
- c. Any disputes arising from an agreement between IANAT and the Visitor shall be settled only by the competent court of the registered office of IANAT, unless the law expressly stipulates otherwise.

These General Terms and Conditions for Visitors to Public Fairs and Trade Fairs have been published on the IANAT website and are deposited with the Chamber of Commerce in Arnhem under Chamber of Commerce number 50176595.

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