



# General Terms and Conditions

*Last updated: 11 February 2019*



## Definitions

### Organiser:

The sole proprietorship Nibana, registered at the Chamber of Commerce in Amsterdam under registration number 70434891, its registered office located at Kleine-Gartmanplantsoen 10, 1017 RR Amsterdam, The Netherlands.

### Visitor:

As defined in article 1.1.

### Website:

Any website of Organiser, such as, but not limited to, <https://nibanafestival.com>, on which news and information can be offered, and on which various third-party services may be offered with regard to the sale of tickets, transport tickets, accommodation or other services and products.

### Event Terrain:

The Charme campsite in Champgault, 45720 Coullons, France, including the car park, camping sites and shuttle buses that are used to transport Visitors to the Event's entry point.

### Event:

The Nibana Festival, held on the Event Terrain, the main dates of which are intended to be 22 June 2019 until 6 July 2019, for which Organiser uses these terms and conditions in relation to Visitors. In case a Visitor accesses the Event Terrain earlier than the aforementioned dates, these General Terms and Conditions will apply from that moment onwards.

### Event rules:

Any additional rules that apply to Visitors as advertised on the Event Terrain during the Event or on the Website.



## **1 General**

- 1.1 These General Terms and Conditions apply to everyone that has in any way obtained a ticket for, or has otherwise been granted permission access to, the Event, regardless of the capacity in which they attend. These different capacities may include, but are not limited to, attendee, volunteer, employee, freelancer, third party or supplier. Any of these persons or parties shall hereafter be called Visitor.
- 1.2 These General Terms and Conditions apply to every legal relationship between a Visitor and Organiser with regard to the matters governed by these terms and conditions. They form an integral part of all agreements relating to attendance of the Event, services offered by or via Organiser and use of the Website. The General Terms and Conditions apply in accordance with the provisions of Sections 231-234, Book 6 of the Dutch Civil Code.
- 1.3 These General Terms and Conditions are available electronically on the Website and can be requested directly from Organiser, in either English or Dutch. Visitor can save them for subsequent examination as referred to in Section 243(2), Book 6 of the Dutch Civil Code.
- 1.4 When purchasing a product or procuring a service via the Website or in any other way, Visitor will be able to take note of the General Terms and Conditions before entering into an electronic contract.
- 1.5 Visitor accepts the content of these General Terms and Conditions by accessing the Event or by obtaining an admission ticket, either directly from Organiser or in any other way.
- 1.6 These General Terms and Conditions may be amended from time to time. An amended version will then be published on the Website. The amended terms and conditions will apply from the publication date.
- 1.7 Organiser can be reached by phone via +31203697956 or via the email address [hello@nibanafestival.com](mailto:hello@nibanafestival.com).

## **2 Admission**

- 2.1 In order to access the event, Visitor needs to show a valid and undamaged admission ticket as well as proof of identity.
- 2.2 The admission ticket is only valid if Visitor has completed the Event Intake Form at least three days before accessing the event. The Event Intake Form can be found on the Website and validates the admission ticket in combination with a specific identity document.
- 2.3 In case no Event Intake Form has been submitted for a particular ticket in time, this ticket is rendered invalid. An admission ticket may only be used by the person that carries a proof of identity to which this ticket has been registered by means of the Event Intake Form.
- 2.4 Everyone under the age of 18 will be refused entry to the Event and will not be refunded any applicable admission fee or other costs.
- 2.5 Once the admission ticket has been provided to Visitor, 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 provisions of Article 6:230p sub e BW apply to the admission tickets.
- 2.6 Organiser reserves the right to set a maximum on the number of admission tickets to be ordered by a Visitor. Visitor is obliged to comply with this maximum number.

- 2.7 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 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 General Terms and Conditions.
- 2.8 If an admission ticket is counterfeit, or likely counterfeit, Organiser is entitled to refuse to admit the holder of this admission ticket to the event without Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the admission fee.
- 2.9 Organiser may offer the possibility of paying for an admission ticket in installments. Paying in installments is only allowed for tickets that have this possibility clearly indicated in their name or description. In case Visitor chooses to acquire such a ticket, making an initial payment constitutes as an agreement between Visitor and Organiser, that dictates that Visitor is to pay the remaining amount within the timeframe indicated on the Website and/or the ticket. Visitor can only enter the Event once the remaining amount has been paid to Organiser. In case the remaining amount is not paid to Organiser within the indicated timeframe, Visitor is not entitled to any refund by Organiser.
- 2.10 Organiser may offer the possibility of purchasing a ticket with the possibility of choosing from various attendance dates at a later point in time. Visitor has to choose from the different options that are offered by Organiser within the timeframe indicated on the Website and/or the ticket. In case Visitor does not choose their attendance dates in time, Organiser is entitled to assign attendance dates to Visitor, in which case Organiser will inform Visitor via e-mail of the assigned attendance time.

### **3 Resale**

- 3.1 Admission tickets for the Event may not in any way be resold by Visitor in the context of commercial purposes and may not be sold for more than Visitor paid for the ticket.
- 3.2 Organiser may appoint an authorized resale platform for tickets for the Event. Reselling tickets on any sales channels other than the ones appointed by Organiser is strictly forbidden. Tickets that are purchased from an unauthorized source are invalid and cannot be used to access the event. Organiser cannot be held liable nor can any damages be claimed resulting from the sale or purchase of any such ticket.
- 3.3 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.
- 3.4 Upon transferring an admission ticket to a third party, Visitor is obliged to impose on this party the admission ticket and the obligations that rest on him as Visitor, as reflected in these General Terms and Conditions. Visitor remains responsible towards Organiser for the compliance of this third party with the same obligations.
- 3.5 Upon reselling a ticket, two actions need to take place in order to maintain the validity of this ticket. Visitor has to complete the Ticket Transfer Form, which can be found on the website, and the new ticket owner has to comply to the admission requirements as described in article 2, including, but not limited to completing the Event Intake Form in time.
- 3.6 Should Visitor not comply with the provisions of these General Terms and Conditions, Organiser can invalidate the admission tickets and/or refuse Visitor (further) access to the Event without Visitor being entitled to reimbursement of the amount that he has paid for the admission ticket. The holders of any such admission tickets will be denied entry to the Event, without any right to compensation.

## **4 Camping and vehicles**

- 4.1 Camping and sleeping is only permitted in tents at the campsite and in vehicles that clearly serve an accommodation purpose. This excludes regular cars. Any other vehicles are only allowed on the Event terrain on Saturdays and must otherwise be parked in the car park or off the Event terrain entirely.
- 4.2 Organiser may impose further practical rules in relation to using showers and washing facilities at the campsite, barbecue/cooking options, putting up tents, other relevant instructions for camping with regard to public nuisance and similar matters.

## **5 Prohibited substances and items**

- 5.1 Visitor may not bring glassware, sound systems (other than small speakers), fireworks, animals, weapons and/or dangerous objects on the terrain.
- 5.2 Visitor may not bring to the event, or be under the influence of, alcohol, nitrous oxide or drugs that are listed on list I and II of the Dutch Opium Act, drugs that are prohibited in France or any other drugs that do not serve a purely medical purpose.
- 5.3 Smoking is only permitted in designated smoking areas.
- 5.4 Any Visitor who breaches the prohibitions mentioned in this article may 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 not be returned.
- 5.5 Organiser is entitled to search or arrange for Visitors to the Event to be searched before entering and/or during the Event. A Visitor that refuses to be searched 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.

## **6 Making recordings**

- 6.1 Visitor is not permitted to make recordings during the Event, including photography, filming and sound recordings, without explicit written consent of Organiser.
- 6.2 Visitor is not permitted to make recordings during the Event in which people are individually recognisable, unless these people have given explicit verbal consent to Visitor.
- 6.3 Any recordings made by Visitor are strictly for their own use and may not be used and/or made available to the public commercially in any way after receiving explicit written consent of Organiser.
- 6.4 Security cameras may be present at the Event terrain.
- 6.5 Organiser is authorised to make or arrange for image and/or sound recordings to be made of the Event and 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 terrain, Visitor consents to the aforementioned recordings being made and to the processing, publication and use thereof, in the broadest sense, without Organiser or any of its affiliated companies being liable to pay any compensation to them at any time.
- 6.6 Organiser shall provide Visitor with various ways to indicate that recordings in which Visitor is individually recognisable are not allowed (in general or at a particular moment), in which case article 6.5 does not apply to that specific recording. The ways in which this can be indicated will be announced in the Event rules and/or during the Event.

## **7 Nudity**

Open display of genitals without any cover, is only allowed in designated areas and/or during certain times. Besides private areas such as toilets, showers and private accommodation, these areas have been indicated by Organiser as nude friendly areas, by means of a clearly visible sign.

## **8 Further rules**

- 8.1 Visitor is obliged to comply with the regulations, internal rules, any amendments thereof and the instructions of Organiser, the transport firm that runs the shuttle bus, the operators of the parking space, the operators of the Event terrain, the security staff, fire brigade, police and other authorised parties.
- 8.2 If Visitor fails to comply with an order or breaches a rule prohibiting certain behaviour, they may be immediately removed by Organiser. Specific rules may apply to the Event terrain and will be announced on the Website and/or on the terrain.
- 8.3 Trading, in any form whatsoever, is not permitted on the Event terrain or in the car park, without explicit written consent from Organiser.
- 8.4 Climbing on stages, barriers, gates, tents, buildings, trees or scaffolding is not permitted.
- 8.5 Tokens purchased during the Event will only be valid for that Event. Organiser will not refund the purchase price of tokens after the Event.

## **9 Moving or cancelling the Event**

- 9.1 In case of force majeure in the broadest sense, which in this regard also includes the illness and/or withdrawal of members of Organiser team or third parties, strikes, terrorist threat, decision to cancel by the competent authority, fire, bad weather conditions, et cetera, Organiser will be entitled to move the Event to another date or location or to cancel the Event in its entirety.
- 9.2 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, 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. 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 Visitor at their request.
- 9.3 The (partial) refund will only be made, within a reasonable period after the date of the cancelled Event, if Visitor produces a valid, undamaged admission ticket which proves that it was bought by Visitor, in the manner stipulated and announced by Organiser (or the party that processed the ticket payment) by means of channels that it will announce.
- 9.4 In the case the Event has to be cancelled due to or in connection with force majeure, 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 Visitor has paid. Service costs or other damages will not be refunded. Neither is Visitor able to claim (replacement) access to a different event.
- 9.5 In the event the Event is rescheduled by 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 Visitor is not able to attend the Event on the new date, they are entitled to submit his ticket against refund of the paid fee, or,

failing that, only a part of the fee (excluding service costs) that Visitor has paid. This refund will only take place if Visitor is able to deliver a valid and undamaged admission ticket on time to the (pre)sale address, as specified on the Website.

## **10 Liability**

- 10.1 Visitor attends the Event and enters the Event terrain at their own risk. The terrain includes the car park, camping sites and shuttle buses that are used to transport Visitors to the Event's entry point. Organiser cannot be held liable for any damage which Visitor has suffered in this regard.
- 10.2 Organiser accepts no liability for any bodily injury, emotional damage and/or damage of goods, such as, but not limited to, clothing, tents and devices.
- 10.3 Organiser cannot be held liable for theft and/or loss of properties of Visitor at the Event terrain, including the car park, camping sites and shuttle buses.
- 10.4 Organiser is solely liable for damage to Visitor resulting from a shortcoming attributable to Organiser. The total liability of Organiser is always limited to the compensation for the reasonable, demonstrable and direct out-of-pocket damage and costs of Visitor, provided that this liability is always limited to the amount covered by the legal liability insurance of Organiser.
- 10.5 Liability of Organiser for indirect damage, including consequential loss, intangible damage, loss of profits, lost savings and/or damage due to company stagnation is excluded.
- 10.6 Visitor is obliged to report any damages to Organiser within 48 hours of the event via [hello@nibanafestival.com](mailto:hello@nibanafestival.com), on penalty of expiry for any claim of damages.
- 10.7 In the event Organiser directly or indirectly engages employees, subordinates, non- subordinates, volunteers, assistants, freelancers, third parties, other third parties or other persons for the performance of the agreement, any liability of Organiser pursuant to article 6:76, article 6:171 and article 6:172 of the civil code are excluded and Organiser is not liable for damages caused by these persons.
- 10.8 Visitor shall indemnify Organiser for all claims of third parties in respect of damages for which Visitor is liable against such third parties under the law. Visitor shall compensate Organiser for any damage, including all legal costs incurred by Organiser, resulting from any claim from those third parties.
- 10.9 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 schedule and any resultant damage to Visitors and/or third parties. Organiser is not liable for the content of the Event program or how it is performed.
- 10.10 Although Organiser 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, Organiser is neither responsible nor liable for the functioning of that link, the access to or content of the information of such a website.

## **11 Third parties**

- 11.1 When Visitor makes use of services offered by third parties, Visitor enters into an agreement with this third party. Although Organiser chooses these third parties with care, Organiser is not a party to any agreement between Visitor and this third party. This third party is then liable for the fulfilment of any obligation towards Visitor.
- 11.2 The services in article 11.1 may include, but are not limited to:
- a. Any shuttle bus service to and/or from the Event;
  - b. Products, services or food and beverages acquired or received on the Festival terrain;
  - c. The meal plan as offered on the Website;
  - d. Workshops offered during the Event.
- 11.3 Visitor indemnifies Organiser 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.

## **12 Privacy**

- 12.1 Visitor is considered to have taken notice of the privacy statement and cookie statement of Organiser, which may be consulted on the Website of the relevant Organiser, and to have accepted the way of data processing as described therein for personal data provided by him.
- 12.2 By obtaining an admission ticket for the Event, Visitor gives consent for Organiser or its affiliated third parties to send information by SMS, e-mail or post. Organiser will not sell this information to a third party nor use the details for marketing purposes, unless Visitor has given his consent by approving via an opt-in option.
- 12.3 The details of Visitor may be saved and used by Organiser. Organiser respects the privacy of every Visitor and ensures that the personal data of Visitor are treated confidentially and with care.
- 12.4 Organiser is authorised to use anonymised data of Visitors obtained via services, purchases or the Website in order to provide sponsors and advertisers information about Website traffic and statistics. The personal data of Visitor will not be provided in this regard.
- 12.5 Organiser 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. Organiser complies in this way with the statutory requirements of the EU Privacy Directive and Dutch legislation. Organiser takes all reasonable measures to ensure that only relevant parties who have obtained consent from Visitor or who are needed in the performance of any agreement can view and use the information.
- 12.6 Organiser will not be liable under any circumstances for any damage suffered by Visitor if a third party gains unlawful access to Visitor's personal data despite the reasonable measures of Organiser. Due to the nature of internet use and the online transmission of data, Organiser cannot warrant a completely secure environment for the personal data to Visitor. Any online transmission of personal data ultimately takes place at Visitor's own risk. If Organiser 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 Visitor thereof insofar as reasonably possible.
- 12.7 Services offered by third parties may be advertised and sold via the Website of Organiser or of this third party's website that Visitor clicks through via the Website of Organiser.

- 12.8 The Privacy Policy of Organiser and these General Terms and Conditions do not apply to websites, purchase contracts or services provided by third parties. Visitor must acquaint himself with the applicable terms and conditions of the third party concerned.
- 12.9 If Visitor is asked to enter details on such a third-party website, this will be done at their 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 Visitor. Barring wilful misconduct or gross negligence, Organiser will not be liable under any circumstances towards Visitor for actions taken by a third party with regard to Visitor's details or with regard to the services or products of the third party, which may or may not be delivered to Visitor. Any purchase, delivery or order that Visitor makes or places with a third party serves as an agreement between that third party and Visitor, regardless of whether Visitor accessed the third party's website via the Website.

### **13 Final clauses**

- 13.1 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.
- 13.2 Dutch law applies to these General Terms and Conditions. The Amsterdam District Court has sole jurisdiction to take cognisance of disputes relating to these General Terms and Conditions, an agreement or the performance thereof.