



General Terms and Conditions CM Tickets - Visitors

1. Definitions

Agreement: The Agreement between the Organiser and the Visitor to provide services in return for payment in connection with an Event, which is concluded through the intermediary by CM Tickets;

CM Tickets: CM Tickets is a trade name of CM.com Netherlands B.V., registered with the Chamber of Commerce under number 20123808, with its registered office in at Konijnenberg 30, 4825 BD Breda;

Entrance fee: The price of the Ticket, including Service costs and excluding Transaction costs;

Event: the public or private event in which - by way of example, but not exclusively - a performance of an artistic and/or sporting nature is performed, including - but not limited to - a musical, theatre or music performance, a concert, show or a sports event;

General Terms and Conditions: These General Terms and Conditions of CM Tickets;

Location: the place where the Event is held;

Order number: Number, linked to a specific Visitor/order, that is stated on the (purchased) Ticket.

Organiser: The party that undertakes and is responsible for the organisation of the Event;

Service costs: the costs that CM Tickets charges for the delivery of the Ticket to the Visitor.

Ticket: Admission ticket to an Event;

Transaction costs: costs that are charged for processing the financial transaction.

Visitor: The person or party who purchases one or more Tickets via CM Tickets for an Event;

Website: All websites that use the services and/or software of CM Tickets in order to facilitate the sale of Tickets.

2. Applicability of the General Terms and Conditions

2.1 These General Terms and Conditions apply to all services and offers for orders placed with CM Tickets, in particular to all orders for Tickets placed via the Website. By ordering a Ticket, an Agreement is concluded with the Organiser of the Event.

2.2 The Agreement is subject to the terms and conditions of the Organiser of the Event as stated by the Organiser on its website or otherwise. In the event of any conflict between the provisions of these General Terms and Conditions and the Organiser's terms and conditions, as far as the purchase of the Ticket is concerned, the provisions of these General Terms and Conditions will apply.

3. The Agreement and the Ticket

3.1 By purchasing the Ticket and paying the Entrance Fee, the Agreement is established between the Visitor and the Organiser. CM Tickets is explicitly not a party to the Agreement. CM Tickets will deliver the Ticket to the Visitor in the name of the Organiser.

3.2 Tickets are issued electronically. The Visitor is responsible for providing the correct contact details that will be used for the delivery of the Ticket.

3.3 The Ticket consists of a document containing the details of the Event and a unique code (QR or barcode). The code will be scanned at the entrance control and will give access to the Event for one person.

3.4 The Tickets delivered by CM Tickets are and will remain the property of the Organiser and will be delivered by CM Tickets to the Visitor under the condition that it is not permitted, without the Organiser's consent:

3.4.1 to sell the Tickets to third parties or to distribute the Tickets in any other way directly or indirectly to third parties;

3.4.2 to offer the Tickets in commercial communications - in any way whatsoever - or to refer to the Tickets in any other way;

3.4.3 if the Visitor acts contrary to the General Terms and Conditions, CM Tickets and/or the Organiser will invalidate the Tickets; holders of those Tickets will be denied access to the Event, without any right to compensation.

3.5 CM Tickets and/or the Organiser reserve the right to set a maximum for the number of Tickets to be ordered.

4. Price and Payment

4.1 The price of the Ticket consists of the Entrance Fee, the Service Fee and the Transaction Fee. The statutory VAT rate is applicable. When placing the order, all costs are shown in a transparent way.

4.2 The payment methods accepted by CM Tickets are listed on the Website. The Transaction costs may differ per payment method.

4.3 The payment methods made available by CM Tickets may differ per Event.

4.4 Once purchased, Tickets cannot be returned to CM Tickets and/or refunded.

5. Cancellation of the Event

5.1 The Visitor is responsible for checking the date and location on which an Event is held, and whether the Event takes place. For information, the Visitor is referred to the Organiser. The Organiser is the party that can provide information about any change of date or location and any cancellation of an Event. CM Tickets is not responsible for any costs incurred in the event of cancellation or relocation of the Event.

5.2 If an Event is cancelled or moved, the Visitor may return the Ticket in accordance with the Organiser's regulations. CM Tickets refers the Visitor to the Organiser's terms and conditions. If the Organiser asks CM Tickets to refund the Entrance Fee, CM Tickets will do so after receiving the funds from the Organiser. Transaction costs will not be reimbursed.

6. Liability

- 6.1 CM Tickets cannot be considered an Organiser of the Event and is not responsible for the service provided, including but not limited to the (artistic) quality, the organisation and the content of the Event and on the basis of this information does not accept any liability for any damage as a result of death, injury, accidents, injury, loss, damage or theft prior to, during or as a result of a visit to the Event. Reference should be made to the (general terms and conditions of the) Organizer of the Event.
- 6.2 If and insofar as CM Tickets is unable to fulfil all or part of its obligations towards the Visitor as a result of force majeure, the Visitor cannot derive any right to compensation from this. Force majeure is understood to include: war, threat of war and riots, acts of terrorism or threat thereof, obstructive measures of both domestic and foreign governments, death of one or more members of the Royal Family, serious calamities, fire, strikes, failure of and damage to equipment and equipment of operating systems, obstruction/strikes in transport, floods, lockouts and sabotage and, in general, all unforeseen circumstances, both local and abroad, as a result of which CM Tickets can no longer reasonably be required to comply with the Agreement.
- 6.3 CM Tickets accepts no liability whatsoever for loss of or damage to Tickets by the Visitor for whatever reason. From the moment that the Ticket is made available to the Visitor, the Visitor bears the risk of loss, theft, damage or misuse of the Ticket.

7. Intellectual Property

- 7.1 The Visitor will respect the (intellectual) property rights of CM Tickets. All intellectual property rights to the Ticket made available to the Visitor by CM Tickets pursuant to the Agreement, such as designs, brand name and logo, are vested exclusively in CM Tickets.
- 7.2 The Visitor will refrain from any behaviour that may harm the rights of CM Tickets. The Visitor is forbidden to make any changes to the Ticket. The Visitor is forbidden to forge, copy or reproduce the Ticket in any way.

8. Privacy

- 8.1 When purchasing a Ticket on the Website, the Visitor will be asked for information, such as name and e-mail address. Visitor is responsible for the accuracy of this information.
Visitor's details are regarded as personal data within the meaning of the applicable privacy legislation. CM Tickets collects and processes this data on the Organiser's instructions and uses it to be able to perform the Agreement with the Visitor. Personal details are stored by CM Tickets on CM Tickets' own secure servers. CM Tickets provides the Organiser with the data. This is the party with whom the Visitor enters into the Agreement. For the use by the Organiser, please refer to the general terms and conditions or the Organiser's privacy policy.
- 8.2 CM Tickets processes the Visitor's personal data on the Organiser's instructions and in accordance with the applicable privacy legislation.
- 8.3 Personal data will only be processed by CM Tickets for the purpose of carrying out the service provided by CM Tickets to the Visitor. This is understood to mean the intermediary in the purchase of the Ticket and delivering the Ticket to the Visitor on behalf of the

Organiser.

- 8.4 During the purchase of the Ticket on the Website, the Visitor is asked to unambiguously agree to the privacy policy of CM Tickets. This describes how CM Tickets processes the Visitor's personal data.

9. Applicable Law

These General Terms and Conditions are exclusively governed by Dutch law.

10. Various

The Visitor must at all times comply with the applicable rules of conduct set by the Organiser with regard to the Event for which CM Tickets supplies the Tickets.