

Terms and Conditions of Sale National Youth Orchestras of the Netherlands (officially registered as *Stichting Nationale Jeugdorkesten Nederland* [NJON])

In these Terms and Conditions of Sale the following definitions are used:

- Terms and Conditions of Sale: these terms and conditions of sale of the National Youth Orchestras of the Netherlands (officially registered as *Stichting Nationale Jeugdorkesten Nederland* [NJON]), hereafter referred to as NJON
- Performance: concerts and events organised by NJON for which Tickets are sold by NJON
- Visitor: the natural person or legal entity with whom NJON enters into an Agreement with respect to a Performance or to whom NJON makes an offer regarding a Performance
- Agreement: the agreement between NJON and the Visitor to obtain Tickets for Performances
- Ticket: the document that serves as proof of entry for a Performance including electronic tickets
- NJON: the Stichting Nationale Jeugdorkesten Nederland, registered office Churchillplein 1, 7314 BZ Apeldoorn, the Netherlands

Article 1. Applicability

1.1 These Terms and Conditions of Sale apply to all offers from, orders from, legal relationships and agreements in which NJON provides products or services of whatever nature to the Visitor, also if these products or services are not (further) described in these Terms and Conditions of Sale as equally the use of the websites of NJON.

1.2 These Terms and Conditions of Sale apply to all websites under the management of NJON, namely www.njon.nl, www.muzeikzomer.nl, www.njo.nl, www.jeugdorkest.nl and www.jongmetropole.nl.

1.3 NJON expressly rejects the applicability of other conditions of the Visitor.

1.4 Parties can only agree to written changes with respect to the Terms and Conditions of Sale. NJON is entitled to amend the Terms and Conditions of Sale and to apply amended Terms and Conditions of Sale to agreements. The amended Terms and Conditions of Sale can be consulted on the websites of NJON.

1.5 These Terms and Conditions of Sale are applicable to each Agreement.

Article 2. Use of the websites

2.1 Visiting the websites of NJON is only permitted for the purpose of obtaining information and purchasing Tickets for Performances. It is not permitted to copy, download, transmit or otherwise publish or make available any content of the websites, without prior permission other than for personal and non-commercial use.

2.2 NJON does not guarantee the continuous functioning of the websites, the websites being virus-free nor the websites being free of incorrect information.

2.3 NJON is not liable for loss or damage suffered by Visitors of the websites or third parties as a consequence of visiting or using the websites, including loss of data, loss of earnings and reputation damage.

2.4. The names, images, photos, videos, audio recordings and logos that NJON publishes on the websites are subject to copyright, design rights and trademarks. It is not permitted to copy, download or spread such material without permission.

Article 3. Realisation of the Agreement/Tickets

3.1 NJON sells Tickets and determines the price of these and the number of places available. Information concerning the price and availability is supplied without obligation and is subject to change.

3.2 A Ticket can consist of a document or QR code supplied by or on behalf of NJON.

3.3 The Visitor pays the price stated in the Agreement. Payment takes place in the manner stated on the websites of NJON. Further (payment/ordering) conditions can apply to the order.

3.4 All prices stated by NJON on the websites are in euros, including Dutch VAT, unless expressly stated otherwise.

3.5 For Performances for which NJON sells Tickets, service and administration costs and VAT are always included in the costs for the Ticket.

3.6 Tickets are sent to the email address that the Visitor provides with the order. NJON will consider the email address provided by the Visitor to be correct until the Visitor has shared a new email address with NJON.

3.7 From the moment that the Ticket is made available to the Visitor, the Visitor is responsible for the risk of loss, theft, damage or abuse of the Ticket.

3.8 Only purchase from the recognised (pre)sale addresses or from NJON guarantees the validity of the Ticket. The burden of proof concerning this lies with the Visitor.

3.9 The Ticket that consists of a QR code is sent via electronic communication (email) to the Visitor as soon as the payment has been made. If the Visitor has chosen to receive the Ticket in this manner, then the Visitor should ensure that this Ticket can be provided in a safe manner via electronic communication. NJON can guarantee neither the confidentiality of the Ticket supplied nor its receipt.

Article 4. Resale prohibition, returning tickets and special requests

4.1 The Visitor may not resell a Ticket if this is in conflict with the law.

4.2 After receiving the Ticket, the Visitor should check it. Tickets can be exchanged or cancelled without charge within 72 hours after purchase, unless the purchase has been made less than 4 days prior to the Performance. In such case the following rules for up to 4 days prior to the Performance prevail.

4.3 From 72 hours after purchase until 4 days before the Performance takes place, Tickets can be exchanged against a fee of € 2.50 for administration costs per ticket. In the case of cancellation during this period, the Visitor will receive 50% of the purchase payment. The Visitor can contact NJON about this via kaartverkoop@njon.nl or +31 55 579 1221. Within 4 days prior to the Performance, Tickets can no longer be exchanged or reimbursed, unless a medical declaration is submitted.

4.4 In case the NJON cancel the performance as a result of Covid19 measures, the Visitor will be fully reimbursed for costs of the purchased ticket.

4.3 Special requests, such as reserving wheelchair places, should be clearly made known in good time. NJON cannot provide any guarantee that special requests can be accommodated. For more information about this, the Visitor can contact NJON via kaartverkoop@njon.nl or by telephone via +31 55 579 1221.

Article 5. Other Visitor obligations

5.1 The Visitor should possess a valid and undamaged Ticket (digital, printed version of a digitally sent Ticket or Ticket sold at the door) both before the start of and during the Performance and as long as he or she is at the location where the Performance concerned is being held. He/she must show his/her Ticket if requested to by the operator of the location where the Performance is held, the security personnel and other authorised persons.

5.2 At first request, the Visitor is required, both during the visit to the Performance as well as when ordering the Ticket, to identify himself/herself so that NJON, amongst other things, is able to satisfy its legal obligations in the context of events.

5.3 It is forbidden to take professional photo, film or other recording equipment to produce professional recordings to the place where the Performance is held without NJON having been informed of this.

5.4 It is forbidden to bring fireworks, weapons, guns and/or other dangerous objects to the place where the Performance is held. If NJON takes such objects into custody at the door of the location where the event is held, then it will accept no liability regarding these. Objects forbidden by law will be confiscated and not returned.

5.5 If the Visitor after entering the place where the event takes place subsequently leaves this place, then the Ticket loses its validity.

5.6 The Visitor is required to comply with the regulations (including house rules) and/or instructions from NJON, the operator of the location where the Performance is held, the security personnel, the fire service and other authorised persons. If at the location where the Performance is held a smoking ban is enforced, then this ban also applies to all (electronic) smoking products.

5.7 NJON adopts a minimum advisory age of 16 years for the independent visiting of Performances (in other words without the supervision of an adult).

Article 6. Rights of NJON

6.1 If a Visitor violates (one or more of) the provisions as stated in these Terms and Conditions of Sale, then NJON is entitled to declare the Ticket invalid or to refuse the Visitor (continued) access to the Performance without the Visitor being entitled to a restitution of the amount paid to NJON for the Ticket whether or not this was paid to a (pre)sales address. Holders of Tickets declared invalid have no right to any other form of restitution or compensation.

6.2 NJON retains the right to deny the Visitor (continued) access to the Performance or to remove the Visitor from the place where the Performance is being held if NJON considers this to be reasonably necessary for the purpose of maintaining law and order during the Performance.

6.3 If it can be reasonably demonstrated that the Ticket has been falsified, then NJON is entitled to deny the holder of this Ticket (continued) access to the Performance without that Visitor i.e. Ticket holder being able to make a claim for any damage that he or she suffers as a consequence of this.

6.4 The artist and NJON are entitled to make (or commission) video and/or sound recordings and to use these for promotional purposes for themselves or for the needs of partners or sponsors. Persons who appear in the recordings cannot exercise any right to claim remuneration.

Article 7. Cancelled or postponed concerts

7.1 NJON will do everything possible to inform the Visitor in advance by the email address known to it in the event that a Performance is cancelled. It is the responsibility of the Visitor to check before leaving whether the Performance has possibly been cancelled or postponed and what the new time or location will be. NJON cannot guarantee that the Visitor will be informed about the cancellation before the date of the Performance and is not responsible for any possible costs incurred.

7.2 If the Performance is cancelled, then the Visitor can submit the Ticket(s) for this Performance in accordance with the arrangements determined by NJON. The Visitor will be informed about this via an email sent to the email address known to NJON.

Article 8. Liability NJON

8.1 NJON is liable for the direct damage that the Visitor suffers and that is directly and solely the consequence of a shortcoming attributable to NJON. However, only that damage is eligible for compensation against which NJON is insured and that is reimbursed by the insurer. Damage not eligible for compensation is a) consequential damage; b) immaterial damage; c) damage caused deliberately or through deliberate recklessness by support staff of NJON.

8.2 Entering the location where the Performance takes place and attending the Performance is at the Visitor's own risk, in the sense that NJON accepts no liability whatsoever for damage that arises due to the stated entering or attendance.

8.3 NJON will strive to conduct the Performance as much as possible in accordance with the announced timing. However, the organisation is not liable for deviations from this timing and for the (eventual) damage which could arise as a result of this for the Visitor and/or third parties. Start times as stated, for example, on Tickets are subject to change. It is the Visitor's responsibility to regularly check (via their own email address, the website or other communication channels of NJON) whether the start time has remained unchanged.

8.4 NJON is further not liable for the content and manner of realisation of the Performance programme, which also expressly includes the length of the programme.

8.5 NJON is also not eligible for damage for the Visitor that arises due to loss of or damage to the Ticket.

Article 9. Force majeure

9.1 Force majeure is understood to be every shortcoming that cannot be attributed to NJON because it cannot be put down to its guilt and is not attributable to NJON, neither by virtue of the law, a legal action or a currently prevailing opinion.

9.2 Without prejudice to the other rights it has, NJON has in the case of a force majeure the right to suspend or terminate the ordering process of the Visitor, without any legal intervention, by informing the Visitor of this in writing without NJON being obliged to compensate any damages, unless this is deemed unacceptable under the given circumstances and according to the standards of reasonableness and fairness.

Article 10. Personal data

10.1 NJON uses the services of Yourticketprovider for the sale of Tickets. Additional conditions from Yourticketprovider apply to the sale of tickets.

10.2 Yourticketprovider processes personal data from Visitors of NJON's websites who purchase a Ticket in accordance with the General Data Protection Regulation (GDPR). NJON and Yourticketprovider have concluded a processing agreement to this effect.

Article 11. Final provisions

11.1 Dutch law applies to these Terms and Conditions of Sale and to the Agreement between NJON and the Visitor or any other agreement that may emerge as a result of this.

11.2 All differences that may arise as a result of the Agreement between NJON and the Visitor or any other agreement that may emerge as a result of this can only be settled by the competent judge in Apeldoorn, the Netherlands. NJON is always entitled to appoint another legally authorised judge.