

GENERAL TERMS AND CONDITIONS FOR VISITORS TO CONCERTGEBOUW N.V.

1.0 General

1.1 These General Terms and Conditions for Visitors apply to every agreement made between Het Concertgebouw N.V. (hereinafter 'the Theatre') and a visitor to the Theatre. These General Terms and Conditions for Visitors also apply to all procedures carried out in the execution of this agreement. A visitor (hereinafter 'the Visitor') is defined for the purposes of these General Terms and Conditions as any natural or legal person who in any way, directly or indirectly, enters into an agreement with the Theatre to attend an event organised by the Theatre or a third party to be held in the building of the Theatre (hereafter 'the Building', which must also be understood to include that part of the public thoroughfare bordering the Building of which the Theatre owns the real rights in any way) or another location used by the Theatre. In addition, these General Terms and Conditions for Visitors are declared to be applicable for anyone attending any event in the Building, without their having directly or indirectly entered into an agreement with the Theatre.

1.2 The Theatre shall do all within its power to make the Visitor's visit to the Building a satisfactory one. The Theatre will treat the Visitor with the utmost care. The Theatre shall also endeavour to allow the events in the Building to take place without disturbance. The Theatre will do its utmost to minimise nuisance and inconvenience to the Visitor and to ensure the Visitor's safety. The Theatre welcomes suggestions from the Visitor about improving its services, and the Visitor may at all times contact the management of the Theatre in this regard. The Theatre apologises in advance for any nuisance or inconvenience that cannot be reasonably avoided.

2.0 Ticket sales / Special offers / Prices

2.1 All special offers, announcements including information about programming, notices and information and cost estimates provided in any other manner, whether made by the Theatre or by third parties, are non-binding. The Theatre does not accept any liability for any errors in announcements, special offers, notices or information and cost estimates otherwise provided to the Visitor, nor for errors made in the sales or pre-sales of tickets by third parties, including 'advance sales outlets'.

2.2 If requested to do so, the Visitor is at all times obliged to show staff members of the Theatre recognisable as such their admission ticket and any ticket or voucher entitling them to a discount. In any case, the admission ticket must be shown upon entry to the Building (or the relevant space). This also applies to visitors who have left the Building (or the relevant space) during an event.

2.3 The Visitor is not entitled to any restitution of the price of admission or any other compensation (i) in the event of loss of theft of his/her admission ticket or (ii) in the event the Visitor has received the admission ticket from a party other than the Theatre who, for reasons on the part of the third party has not made the payment of the admission price to the Theatre. The Visitor is responsible for making use (or not) of the admission ticket. Once purchased, a ticket cannot be exchanged, nor can the purchase price be refunded.

3.0 Prohibition against resale, etc.

3.1 The Visitor is obliged to keep the admission ticket to an event for his/her own use, and thus may not in any way sell or offer for sale, or offer or provide it to third parties as part of commercial purposes.

3.2 The Visitor is forbidden by the Theatre from making any kind of advertisement or any (other) form of publicity in connection with the event or any part of an event if, in the Theatre's view he/she is doing so with the intention of selling or reselling the admission ticket.

3.3 Any Visitor who makes his/her admission ticket available to a third party for no financial consideration or outside the bounds of commercial purposes is required to impose on the party to whom he/she has made the ticket available the obligations expressed in the foregoing sections of this article, and remains responsible to the Theatre for ensuring that this person or persons comply/complies with these obligations.

3.4 If the Visitor does not comply with the obligations contained in the foregoing sections of this article and/or cannot guarantee them, the Visitor shall be charged a fine of € 10,000 per violation to the Theatre, payable immediately, and € 5,000 for every day that the violation continues, without prejudice to the right of the Theatre to also demand compliance and/or compensation from the Visitor for damages including future damages.

4.0 Conduct while in the Building

4.1 While he or she is in the Building, the Visitor must behave in accordance with public order, common decency and the rules of courtesy related to the nature of the event in question. In this regard, the Visitor is also required to follow directions and instructions given by staff of the Theatre recognisable as such. If, in the reasonable judgement of a senior staff member of the Theatre, the Visitor is in any way acting in contravention of these standards, directions or instructions, the Visitor can be denied further access to the Building for this event, without being entitled to any compensation for his/her admission ticket.

4.2 The Visitor may not, among other things:

- a. either offer for sale or provide free of charge goods or written information of any kind to third parties in the Building without express permission from the management;
- b. bring animals, including pets, into the Building;
- c. bring food and/or drinks (both alcoholic and non-alcoholic) into the Building from outside;
- d. bring or carry objects into the Building that are dangerous and/or annoying to other visitors, in the judgement of a staff member of the Theatre;
- e. bring into or use drugs in the Building.

4.3 Under exceptional circumstances and if required for reasons of public safety, the Theatre's management may ask to inspect baggage (including hand baggage) brought in by the Visitor. If considered necessary, specially trained personnel may also request the Visitor to cooperate with a security search (frisking). If the Visitor refuses to cooperate, he/she may be denied access (or further

access) to the Building without being entitled to any right of restitution of the price of the admission ticket.

4.4 The Visitor is forbidden from either having on his/her person or using photo, video, film, sound or any other recording equipment in the Building without advance written permission from the management of the Theatre. Telephones or other means of wireless communication must be turned off before entering the Building. Recognisable staff of the Theatre are authorised to demand the surrender of any equipment found, and hold it for safekeeping in the Building while the Visitor is in the Building. If the Visitor refuses to cooperate, he/she may be denied access (or further access) to the Building, without being entitled to any right of restitution of the price of the admission ticket.

4.5 The Theatre reserves the right to make, or to have made, audio and/or visual recordings of the event where the Visitor is present. The Visitor shall not make any objections on copyright or any other grounds to his/her portrait/likeness being used as part of publicity for these events.

4.6 Within the Theatre, the indicated spaces have rules regarding the smoking ban. The Visitor is obliged to comply with these requirements. The Manager of the Building is authorised to deny the Visitor access (or further access) to the Building if he/she refuses to cooperate, without this entitling the Visitor to any right of restitution of the price of the admission ticket.

5.0 Liability of the Theatre

5.1 The Visitor is in the Building is at his/her own expense and risk.

5.2 The Theatre is liable only for material and/or consequential damage suffered by the Visitor, or harm/injury to the Visitor, which is directly and exclusively the result of intention or gross negligence by the Theatre and/or its staff, provided that the only damage considered eligible for compensation is that for which the Theatre is insured, or, within reasonableness and fairness, should have been insured, and for the maximum amount of the policy. Liability of the Theatre is excluded for the following (the list is neither exhaustive nor complete):

- a. loss/damage resulting from the actions of third parties, including by persons engaged by the Theatre and renters of the Building or parts thereof and the persons engaged by these third parties;
- b. loss/damage resulting from noncompliance with instructions given by Theatre staff or with the general rules of common courtesy;
- c. loss/damage including consequential loss/damage resulting from unforeseeable changes in the starting or ending times of the events to which the agreement between the Theatre and the Visitor applies;
- d. loss/damage caused in any way by other visitors.

5.3 The Theatre shall at no time be liable for loss/damages suffered by the Visitor that have arisen as a result of force majeure on the part of the Theatre. Force majeure is understood to include every circumstance beyond the control of the Theatre, even if already foreseeable as a possibility at the time the agreement was made, which temporarily or permanently hinder compliance with the agreement, as well as, insofar as not already included, war, acts of war, civil war, civil disturbance, riots, the action of police and/or firefighters, labour strikes, transportation problems, fire and other

serious disruptions to the operations of the Theatre or, as the case may be, in the Building, weather conditions and non-functional public transport for any reason whatsoever.

6.0 Claims / complaints

6.1 Complaints about the execution of the agreement between the Theatre and the Visitor must reach the management of the Theatre by registered letter within eight days of when the agreement was carried out or should have been carried out. Complaints submitted later than eight days afterwards will not be taken into consideration by the Theatre.

6.2 Claims cannot be made with regard to the following complaints and circumstances, and thus shall at no time result in any obligation on the part of the Theatre to compensate damages:

a. complaints and circumstances related to changes in the programme, including but not limited to changes of the person(s) performing, the composition of the programme and changing the date of an event;

b. complaints and circumstances related to the quality of the performances of the events to which the agreement between the Theatre and the Visitor relates;

c. complaints and circumstances related to nuisance or inconvenience caused by other visitors or unlawful intruders, including but not limited to excessive noise, inappropriate behaviour, theft and molestation; in the event of repeated nuisance or inconvenience by certain not yet identified visitors, the Theatre will take action where necessary to deny these visitors access in the future;

d. complaints and circumstances related to nuisance or inconvenience caused by maintenance work on the Building, or to the consequences of this maintenance work which may be reasonably carried out at the time;

e. complaints and circumstances related to nuisance or inconvenience caused by the improper functioning of facilities in the Building's concert halls or rooms;

f. complaints and circumstances related to nuisance or inconvenience, including a restricted view for the Visitor, caused by sound or other recordings by the media and the technical equipment installed in the concert halls for this purpose;

g. complaints and circumstances related to noise and other nuisance caused by events taking place simultaneously, including procedures necessary to prepare for these events, or connected to these events in any other way, in other parts of the Building;

h. complaints and circumstances related to the allocation and distribution of seats and/or a change in the seating plan necessitated by circumstances;

i. complaints and circumstances related to nuisance or inconvenience, including a limited view for the Visitor of the stage or supertitles;

j. complaints and circumstances related to the presence or absence of supertitles, caused by the improper functioning of the technical equipment, or the choice on the part of the Theatre to offer or not to offer these provisions;

k. complaints and circumstances related to nuisance or inconvenience due to public transport strikes;

l. complaints of the Visitor being denied admission to the event after it has already started.

7.0 Personal data

7.1 The Visitor's personal data, including particulars of their name, street address and place of residence, recorded by the Theatre in order to issue an admission ticket, are entered in the records of the Theatre and provided to the relevant event partner(s). These records are kept in order to manage and use the data for administrative procedures and mailings. As a data subject the Visitor may at all times invoke the right to view his/her data and to stop receiving mailings. Het Concertgebouw processes personal data in conformance with the applicable laws and regulations and in accordance with its privacy policy, which can be found on the website www.concertgebouw.nl/privacy.

7.2 Visitors may be asked by the Theatre to present identification. If the Visitor cannot show or refuses to show proof of identity, he/she may be denied entrance to the Theatre, and is not eligible for a refund of the ticket price.

8.0 Rights of the Theatre

8.1 If the Visitor violates one or more of the stipulations in these general conditions, then the Theatre has the right to invalidate the admission ticket or refuse the visitor admission (or further access) to the event, without the Visitor being entitled to any restitution of payment for the admission ticket (including service charges) to the Theatre, whether or not through an advance sales outlet. Holders of invalidated tickets have no right to restitution.

8.2 If it is likely that an admission ticket is a counterfeit, the Theatre is authorized to deny the holder of this ticket entrance or further access to the event, without the Visitor or this ticket holder being entitled to claim for any damages that may arise as a result.

9.0 Other conditions / rules

9.1 The theatre may declare other rights and/or rules to be applicable in addition to these General Terms and Conditions.

10.0 Applicable law / Competent court

10.1 The laws of the Netherlands shall apply to these General Terms and Conditions for Visitors and to the agreement between the Visitor and the Theatre.

10.2 Any and all disputes arising from the agreement between the Visitor and the Theatre shall be exclusively submitted to the competent court in Amsterdam.