

General terms and conditions for visitors to MECC Maastricht

Inhoud

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Article 1 - Definitions

Terms used in these General terms and conditions for visitors shall have the following meaning, unless otherwise agreed in writing. Terms in the singular also include the plural and vice versa to the extent required by the text.

- 1.1 General terms and conditions for visitors: these General terms and conditions for visitors to MECC Maastricht.
- 1.2 Visitor: the natural or legal person who in one way or another, directly or indirectly, as a visitor, exhibitor, organiser, supplier or in any other way concludes an agreement with MECC Maastricht or another organiser of an event in respect of attending an Event to be organised by MECC Maastricht or by a Third party at MECC Maastricht. Also the natural or legal person who attends any Event at MECC Maastricht, without having directly or indirectly concluded an agreement with MECC Maastricht or a Third party.
- 1.3 Third Parties: the natural or legal persons involved in one way or another, directly or indirectly, as organisers of an Event at MECC Maastricht.
- 1.4 MECC Maastricht: the (meeting and conference) rooms, the (exhibition) halls, and/or the foyers (Expo Foyer & Brightlands Foyer) of MECC Maastricht, located at Forum 100 in

Maastricht, as well as the related areas such as entrances, corridors, stairs, and/or restaurant, car park and (outdoor) grounds.

- 1.5 Event: any fair, congress, exhibition, theatre production or other event at MECC Maastricht.
- 1.6 MECC Maastricht/MECC: MECC Maastricht B.V. established in Maastricht at Forum 100 (trade register no. NL852968437B01).

Article 2 - Applicability of the terms and conditions

- 2.1 These General terms and conditions for visitors apply to any agreement between MECC Maastricht/Third parties and the Visitors to MECC Maastricht who are at MECC Maastricht. These terms and conditions also relate and apply to all acts carried out in the performance of said agreement. These terms and conditions therefore apply to all visitors to MECC Maastricht, on whatever grounds.
- 2.2 MECC Maastricht shall make every reasonable effort to ensure that the visit to MECC Maastricht is to Visitors' satisfaction. MECC Maastricht shall also endeavour to allow the Events at MECC Maastricht to take place undisturbed. MECC Maastricht likes to hear suggestions from Visitors to improve its services. Visitors may contact MECC Maastricht's management at any time. If any nuisance or inconvenience cannot reasonably be avoided, MECC Maastricht apologises.

Article 3 - Ticket sales / Offers / Prices

- 3.1 All offers, (programme) announcements, communications or otherwise provided by MECC Maastricht or by Third parties in relation to the Events are without obligation. MECC Maastricht accepts no liability for any errors in announcements, offers, communications or otherwise provided to Visitors by MECC Maastricht and/or Third parties and others, or for errors made in the (pre)sale of tickets by Third parties, including the so-called advance sales addresses.
- 3.2 If requested, visitors are at all times obliged to show their admission ticket and any card entitling them to a discount on this admission ticket to officials of MECC Maastricht/Third parties who are recognisable as such. The admission ticket must in any case be shown upon (re-)entry to (the relevant area at) MECC Maastricht.
- 3.3 Visitors are not entitled to a reimbursement by MECC Maastricht of the price of admission or any other compensation (i) in the event of loss or theft of their admission ticket or (ii) in the event that the payment of the price of admission by Third parties to MECC Maastricht does not take place for reasons attributable to said Third parties, or (iii) the Event to which the admission ticket entitles the Visitor to attend does not take place for reasons not attributable to MECC Maastricht. If Visitors do not use the admission ticket for any reason,

this will be at their own expense. Once obtained, an admission ticket cannot be exchanged. In these cases, no reimbursement of the admission price shall be made by MECC Maastricht either.

3.4 Admission tickets remain the property of MECC Maastricht/Third parties, even after Visitors have paid the admission price. Visitors may be denied admission should it appear that the admission ticket was not obtained from MECC Maastricht/Third parties or from other recognised (advance) sales addresses. MECC Maastricht is never liable for admission tickets sold by Third parties and other third parties. Only admission tickets purchased at points of sale recognised by MECC Maastricht/Third parties shall be accepted.

Article 4 - Visit to MECC Maastricht

4.1 During their visit to MECC Maastricht, Visitors shall not act in violation of the General terms and conditions for visitors to MECC Maastricht, public order, good morals and the rules of decency applicable to the nature of the Event visited. In this respect, Visitors are also obliged to strictly follow the directions and instructions given by the officials of MECC Maastricht/Third parties (recognisable as such). If, in the reasonable opinion of an executive official of MECC Maastricht/Third parties, Visitors act contrary to these rules, norms, directions or instructions in any way, said Visitors may be denied further access to MECC Maastricht for the Event in question without being able to assert any right to reimbursement of their admission ticket and other costs. Detected punishable offences are always reported to the police immediately.

4.2 Among other things, Visitors are prohibited from taking the following items and goods into MECC Maastricht:

- food and drink and/or (alcoholic) beverages, unless an exception is explicitly made in the participation conditions applicable to the Event;
- soft and hard drugs and other mind-altering substances;
- dangerous objects or substances and/or objects or substances that are a nuisance to visitors, including knives and (toy) weapons or other objects that could be used as weapons or disrupt order;
- banners, cardboard/paper signs with lettering;
- rollerblades, scooters, bicycles, skates, skateboards, etc;
- (pets or) animals except when explicitly permitted at events;

4.3 Visitors are prohibited from, among others:

- entering (parts of) halls or rooms that are not part of the event, congress, trade fair or which are not accessible to visitors;
- entering technical areas and/or areas with an indication that the area is only accessible to staff;

- c. blocking paths, (emergency) exits, stairs or fire extinguishers;
- d. offering goods and/or services of any nature whatsoever for sale to third parties in and on MECC Maastricht grounds, or providing them free of charge, such as admission tickets and merchandising, unless MECC Maastricht has given written permission;
- e. distributing leaflets, flyers and other advertising in and on the grounds of MECC Maastricht, unless MECC Maastricht has given written permission;
- f. smoking at MECC Maastricht;
- g. entering (or being at) MECC Maastricht in a state of intoxication.

4.4 In special cases where general security reasonably so requires, MECC Maastricht's management may require a search of the (hand) luggage carried by Visitors. In addition, if deemed reasonably necessary, especially instructed and trained personnel may request Visitors to cooperate in a security search. During this search, unauthorised goods and items may be confiscated. In case of refusal to cooperate with searches, Visitors may be denied (further) access to MECC Maastricht without being able to assert any right to reimbursement of their admission ticket and other costs.

4.5 In special cases, the organiser of an Event may determine that Visitors are not permitted to use photographic, video, film, sound and other recording equipment and telephones or other means of wireless communication at MECC Maastricht. Officials of MECC Maastricht/Third parties, recognisable as such, are authorised in this case to demand the surrender of any equipment found and to take it into custody during Visitors' visit to MECC Maastricht. In case of refusal to cooperate, Visitors may be denied (further) access to MECC Maastricht without being able to assert any right to reimbursement of their admission ticket and other costs. Visitors should be aware that other visitors may take photos at MECC Maastricht.

4.6 MECC Maastricht reserves the right to make visual and/or sound recordings (or have them made) of the Event attended by Visitors. Visitors shall not raise any copyright or other objection to the use of their portrait/likeness as part of the disclosure of said recordings.

4.7 MECC Maastricht reserves the right to refuse admission of minors to MECC Maastricht in view of, for example, the nature, layout or subject matter of an Event.

4.8 Waste, including that from drinks and food consumed, must be deposited in the appropriate waste bins.

Article 5 - Liability of MECC Maastricht

5.1 Visitors' visit to MECC Maastricht is at their own expense and risk.

5.2 MECC Maastricht is only liable for property damage and/or consequential damages suffered by Visitors or injuries suffered by Visitors which are directly and exclusively the result of intent or deliberate recklessness on the part of MECC Maastricht and/or its officials, on the understanding that only those damages qualify for compensation for which MECC Maastricht is insured or, in all reasonableness and fairness, should have been insured. MECC Maastricht's liability is excluded for, among others:

- a. damage resulting from the actions of Third parties/third parties, including persons contracted by MECC Maastricht/third parties and tenants of (spaces at) MECC Maastricht and persons contracted by other third parties;
- b. damage as a result of failure to follow instructions given by MECC Maastricht /Third Party officials and failure to comply with generally applicable rules of decency;
- c. (consequential) damages resulting from unforeseeable changes in the starting and closing times of Events to which the agreement between MECC Maastricht/ Third parties and Visitors relates;
- d. damage in any way caused by other Visitors.

5.3 MECC Maastricht shall never be liable for damages suffered by Visitors as a result of force majeure on the part of MECC Maastricht/Third parties. Force majeure includes any circumstance beyond the control of MECC Maastricht/Third parties - even if at the time the agreement was concluded it was already foreseeable as a possibility - which temporarily or permanently prevents performance of the agreement, as well as insofar it does not already include, war, war violence, terror and/or the threat of terror, civil war, riots, police and/or firefighting actions, strikes, transport difficulties, fire and other serious disruptions in the operations of MECC Maastricht/Third parties at MECC Maastricht, weather conditions and non-functioning public transport, for whatever reason.

Article 6 - Parking

6.1 Visitors must park their car exclusively in the designated parking bays or on/in the designated parking areas - buildings and grounds of MECC Maastricht in compliance with the payment conditions.

6.2 The use of a parking space in the car park or building is at your own risk. MECC accepts no liability for any damages of any kind whatsoever.

6.3 Visitors must at all times comply with MECC Maastricht's parking regulations.

Article 7 - Claims /Complaints

7.1 Preferably, any complaints about the performance of the agreement between MECC Maastricht and Visitors is immediately communicated to the management of MECC Maastricht, and in any case within two (2) months, after the performance of the agreement took place, by registered letter. Complaints submitted after this deadline shall no longer be

handled by MECC Maastricht.

7.2 Claims can in principle not be instituted with regard to the following complaints and circumstances, which cannot be remedied by MECC Maastricht/Third parties, and therefore do not lead to any obligation for compensation on the part of MECC Maastricht:

- a. complaints and circumstances relating to changes in the programme, including but not limited to changes in the person(s) of performers, in the composition of the programme, cancellations or rescheduling of Events to another date;
- b. complaints and circumstances relating to the quality of the performance of the Events to which the agreement between MECC Maastricht/Third parties and Visitors relates;
- c. complaints and circumstances relating to nuisance or inconvenience caused by other Visitors, including, but not limited to, noise nuisance, inappropriate behaviour, theft and molestation; in the event of repeated nuisance or inconvenience by certain, to be further identified, visitors, MECC Maastricht shall make every effort to deny these visitors access in the future if necessary;
- d. complaints and circumstances relating to nuisance or inconvenience caused by maintenance work at MECC Maastricht, or to the consequences of this maintenance work that could reasonably be carried out at that time;
- e. complaints and circumstances that relate to nuisance or inconvenience caused by the improper functioning of facilities in the auditoriums of MECC Maastricht, unless this involves culpability as a result of faulty maintenance;
- f. complaints and circumstances relating to nuisance or inconvenience, including limited visibility for Visitors, caused by (sound) recordings by the media and the affected technical facilities in the auditoriums as a result thereof;
- g. complaints and circumstances relating to (noise) nuisance caused by Events taking place simultaneously, including necessary actions to prepare for these Events, or that are in any other way related to these Events, in other areas of MECC Maastricht;
- h. complaints and circumstances relating to the allocation and distribution of seats and/or a change in the distribution of seats necessitated by circumstances and/or a change in the seating plan necessitated by circumstances;
- i. complaints and circumstances relating to nuisance or inconvenience, including a limited view of the stage and surtitles;
- j. complaints and circumstances relating to the presence or absence of surtitles, caused by malfunctioning technical facilities, unless such malfunction is attributable to faulty maintenance or the choice of Third parties to provide such facilities or not;
- k. complaints because the Visitor has been denied entry to the auditorium due to the fact that the Event has already started at this auditorium.

Article 8 - Cloakroom items handed in for safekeeping

- 8.1 Goods are located at MECC Maastricht at visitors' own expense and risk. MECC Maastricht and its staff are not liable for damage resulting from damage or loss of items, nor for damage, from whatever cause, to items, unless there is talk of intent or deliberate recklessness on the part of MECC Maastricht.
- 8.2 Properly handed in cloakroom items are subject to the conditions set out in this article. In addition to coats, etc., cloakroom items are also understood to be those items which are usually handed in to the cloakroom, such as handbags, briefcases, etc. Cloakroom items do not include items such as iPads, laptops and mobile phones or money or other valuable items.
- 8.3 The conditions in this article apply from the moment the item is handed over to the cloakroom staff. Damage caused by loss of the cloakroom ticket shall not be reimbursed by MECC Maastricht. Also excluded from compensation are (i) damage caused intentionally or by deliberate recklessness by the person handing over the item or persons accompanying said person, as well as (ii) damage in relation to items such as iPads, laptops, mobile phones, money or other valuables that may be kept in the cloakroom items.
- 8.4 MECC Maastricht's liability is only vis-a-vis the person handing over the item who accepted the cloakroom ticket on handing over the cloakroom items and cannot be transferred to a third party and is up to a maximum of € 500. If cloakroom items are not picked up before the end of the opening of the cloakroom and in any event before supervision of the cloakroom ends, MECC Maastricht's liability lapses.
- 8.5 Any complaints should be made to the cloakroom staff immediately upon returning the cloakroom items. Claims for compensation must be submitted to MECC Maastricht, with specification of the number on/of the cloakroom ticket, within 48 hours of returning the cloakroom items handed over for safekeeping. A written declaration of the damage suffices. In case of damage due to fire, theft or loss, the police should also be notified. The person suffering damage must prove that the objects for which compensation is claimed were damaged as a result of an event for which MECC Maastricht is liable. They must also prove the correctness of the amount claimed. Should a person handing over the item discover that objects handed over to MECC Maastricht are subsequently missing, they must immediately report this to MECC Maastricht and, at MECC Maastricht's request, take the necessary steps, in particular with the police, to identify and recover the objects or to transfer their rights to MECC Maastricht to this end.
- 8.6 Damage shall only be reimbursed upon return of the cloakroom ticket; payment shall follow within eight days after MECC Maastricht has determined the amount of the damage. If the obligations to be fulfilled after the damage has occurred are not fulfilled by the person handing over the item, MECC Maastricht shall be released from the obligation to pay.

Article 9 - Personal data

Personal data of Visitors are processed by MECC Maastricht and any third party processors in accordance with the General Data Protection Regulation (GDPR).

Article 10 - Other terms and conditions / regulations

The applicability of these General terms and conditions for visitors does not affect the possible applicability of other (contractual) terms and conditions and/or regulations of MECC Maastricht.

Article 11 - Applicable law / competent court

- 11.1 These General terms and conditions for visitors are governed by Dutch law.
- 11.2 All disputes arising from the agreement between Visitors and MECC Maastricht shall be submitted exclusively to the competent court in Maastricht.

Article 12 - Residual provisions

- 12.1 If and to the extent that any provision of the General terms and conditions for visitors is null and void or is annulled, the other provisions of the General terms and conditions for visitors shall remain in full force and effect. MECC Maastricht shall then adopt a new provision to replace the void/annulled provision, whereby the scope of the void/annulled provision shall be observed as much as possible.
- 12.2 MECC Maastricht reserves the right to amend the General terms and conditions for visitors. The General terms and conditions for visitors that have come into force replace all previous General terms and conditions for visitors, unless expressly stated otherwise by MECC Maastricht.