

## **GENERAL TERMS FOR TICKETS BY STICHTING OH FOR ZERO EVENTS**

### **Article 1. Applicability**

1.1 These general conditions for admission tickets apply to every offer and every agreement reached between Stichting Oh For Zero Events (hereinafter referred to as "**040Events**") and the one who orders/purchases an admission ticket for an event organised by 040Events (hereinafter referred to as the "customer"). These general conditions also apply when these agreements arise through an official advance sales organisation that 040Events may have engaged for the event (hereinafter referred as "advance sales address").

1.2 In these general conditions, event means any hobby show, workshop, travel to other hobby shows or other events or shows in the broadest sense of the word.

1.3 In these general conditions, the site where the event is held means the actual site of the event as well as all the grounds, areas, fields, etc. around it that comprise the complex within which the event takes place.

1.4 The applicability of any general conditions that the customer may have is explicitly rejected.

### **Article 2 - Establishment of the Agreement/Tickets**

2.1 The agreement between 040Events and the customer on attending an event is established at the time that the customer orders/purchases an admission ticket for the event from 040Events or from an advance sales address engaged by 040Events.

2.2 An admission ticket can consist of a document supplied by or on behalf 040Events or a bar code supplied by on behalf of 040Events. The bar code is a unique code.

2.3 The admission ticket is supplied once and gives access to one person. Admission tickets are not accepted for return.

2.4 The admission tickets are and remain 040Events's property. The admission ticket gives the holder the right to attend the event. Access is given only to the first holder of the admission ticket scanned at the entrance of the event. 040Events may presuppose that the holder of this admission ticket is also the person who has a right to it (e.g. the customer). 040Events is not obliged to perform any further verification of valid admission tickets. The customer must take responsibility for ensuring that he is and remains the holder of the admission ticket issued by 040Events or by an advance sales address that it has engaged.

2.5 As of the time that the admission ticket has been given to the customer, the customer bears the risk of loss, theft, damage or misuse of the admission ticket.

2.6 Only purchase from a recognised advance sales address or from 040Events guarantees the validity of the admission ticket. The burden of proof rests with the customer.

2.7 The admission ticket that consists of a bar code is given to the customer via electronic communication (e-mail). If the customer has chosen to receive the admission ticket in this fashion, the customer must ensure that this admission ticket can be supplied via electronic communication and that this can be done in a secure manner. 040Events can guarantee neither the confidentiality of the supplied admission ticket nor its receipt.

2.8 040Events reserves the right to set a maximum on the number of admission tickets to be ordered by a single customer, and the customer is obliged to comply with such maximum number.

2.9 Admission tickets cannot be returned. Article 6:230p sub e of the Civil Code is applicable.

2.10 Articles 2.1 to 2.8 also apply to all other ticket types sold for events by 040Events. Tickets purchased for, but limited to, workshops, training sessions, merchandise, excursions and other side

events, as part of a main event or as an independent event, will be refunded only in case of cancellation of that main event or in case of cancellation of the specific workshop, training session, merchandise, excursion side events event for which the ticket was purchased.

### **Article 3 - Prohibition against Commercial Resale**

3.1 The customer is obliged to reserve the admission ticket for an event for his/her own use and thus may not to pass it on to third parties through resale (including offering for resale) as part of any commercial purposes. The resale of admission tickets through a ticket exchange platform only appointed by 040Events can be excepted from said prohibition.

3.2 The customer is allowed however to resell his/her ticket to another individual person in case he/she cannot attend the event for any plausible reason and only with a non-profit intent.

3.3 The customer is forbidden vis-à-vis 040Events to make any type of advertising or any other kind of publicity relating to the event or any part of it.

3.4 The customer who passes on his admission ticket to third parties for free and outside the bounds of any commercial purpose is obliged to impose on the one to whom he gives the admission ticket the obligations that rest on him/her as customer as they are contained in these General Conditions. He/she remains responsible vis-à-vis 040Events for the compliance of this person/these persons with the same obligations. 040Events can decide to sell personalised tickets. In such case – contrary to the foregoing- tickets cannot be passed on to third parties and only the customer shall be granted access to the event. 040Events is entitled (but not obliged) to verify the identity of the holder of the ticket in order to establish that the holder is the customer and, if this is not the case, to refuse the holder entrance to the event.

3.5 If the customer does not comply with his/her obligations as recorded in the preceding paragraphs of this article and/or cannot guarantee them, the customer will owe 040Events an immediately payable fine of €5.000,-- per violation and € 1.000,-- for each day that the violation has continued or continues, without prejudice to 040Events's additional right to demand compliance from the customer and/or compensation of loss suffered or to be suffered.

### **Article 4 - The Customer's Other Obligations**

4.1 The customer is obliged, if so requested, to cooperate in a body search when attending the event.

4.2 The customer must be in possession of a valid and intact admission ticket both before the start and during the event and for as long as he/she is on the site where the event is being held. Upon the request of the proprietor of the site where the event is being held, he/she is obliged to present his/her admission ticket to the attendants and other authorised persons for inspection.

4.3 Both during attendance at an event and when ordering the admission ticket, the customer is obliged to provide identification upon first request to allow 040Events to satisfy its legal obligations under the terms of the events, including the obligation not to serve alcohol to persons under the legal drinking age.

4.4 It is forbidden to take backpacks into the contest area, in case there is one, where the event takes place. These items will not be taken into custody.

4.5 It is forbidden to bring firework, firearms or any other weapons and/or dangerous objects or counterfeit material to the site where the event is being held. If 040Events confiscates/seizes items for the duration of the event, 040Events accepts no liability whatsoever in relation to such items. Items prohibited by law and counterfeits will be seized and will not be returned.

4.6 The customer is not allowed at any time of the duration of the event to conduct commercial activities, including car boot sales, or setting up selling points on the site of the event. A ticket gives you the right to visit the event, not to take part as a vendor of any sort. Customers ignoring this rule will be required to leave the event site without any rights to refunds of ticket or consequential costs. Anyone, including customers with tickets, who are vending or even swapping counterfeits will be reported to the police immediately.

4.7 If, after entering the site where the event is to take place, the customer leaves this site, the admission ticket loses its validity.

4.8 The customer is obliged to comply with instructions (including house rules) and/or directions from 040Events, the proprietors of the site where the event takes place, the attendants (security), the fire brigade and other persons in authority. If a smoking ban is in place at the event location, such ban shall be applicable to all smoking devices (including electronic smoking devices).

4.9 040Events advises a minimum age of 15 years for customers who visit events without being accompanied by an adult. Visitors under the age of 12 years are advised to be accompanied by an adult. 040Events retains the right to set a minimum age for specific events, which will be made clear upfront.

#### **Article 5 - 040Events' Rights**

5.1 Should the customer contravene one or more of the provisions listed in these general conditions, 040Events is entitled to invalidate/cancel the tickets or refuse the customer further access to the event without the customer having any right to reimbursement of the amount that he/she has paid 040Events, directly or via an advance sales address, for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the event, without any right to compensation.

5.2 040Events retains the right to refuse the customer further access to the event or to remove him/her from the site at which the event is taking place if 040Events considers this reasonably necessary for the maintenance of peace and order during the event.

5.3 If an admission ticket is likely to be counterfeit, 040Events is entitled to refuse to admit the holder of this admission ticket to the event without the customer or this holder being able to claim any compensation for any loss that this may cause him/her.

5.4 The artist and 040Events are entitled to (cause to) make image and/or sound recordings, and to use such images and recordings for itself or its partners or sponsors. Persons who appear in the recordings can claim no right to any payment.

#### **Article 6 - Force Majeure**

6.1 In the case of force majeure in the broadest sense of the word, including illness and/or cancellation by the artist(s), strikes, fire, poor weather conditions, etc., 040Events has the right to reschedule the event on a later date or to cancel it.

6.2 If as the result of or in relation to force majeure, 040Events must cancel the event before it has started, 040Events shall only be obliged to refund to the customer the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. If as the result of or in relation to force majeure, 040Events must cancel the event after it has started, 040Events shall only be obliged to partially refund to the customer the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. Restitution is made no later than twelve weeks after the date of the cancelled event at an advance sales address upon the customer's presentation to this advance sales address of a valid and intact admission ticket for the cancelled event. Service charges or other loss shall not be refunded. Furthermore, the customer can make no claim to a substitute ticket for another event.

6.3 If 040Events reschedules the event on another date as a result of or in relation to force majeure, the admission ticket remains valid for the new date on which the event will take place. Should the customer be unable to attend the event on the new date, he/she is entitled to return his/her admission ticket to an advance sales address in exchange for a refund of the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. This refund shall only be made if the customer promptly presents a valid and intact admission ticket to the advance sales address. If the

event is rescheduled on a later date, the customer can make no claim for to the abovementioned refund if he has not presented the relevant admission ticket to the advance sales address within four weeks after the date on which the event has been rescheduled. If the event is rescheduled on a date earlier than the date printed on the admission ticket, the customer forfeits the right to a refund if he/she does not return his/her admission ticket to an advance sales address within four weeks after the originally scheduled date as printed on the admission ticket. Service charges or other loss shall never be refunded. Furthermore, the customer can make no claim to a substitute ticket for another event.

## **Article 7 - 040Events's Liability**

7.1 040Events is liable for immediate loss that the customer suffers and that is the immediate and exclusive consequence of a failure attributable to 040Events. However, the only types of damage eligible for compensation are those for which 040Events is insured and which the insurer covers. Not eligible for compensation are:

- a) consequential damages
- b) intangible damages
- c) damages caused by intentional or conscious recklessness by 040Events's auxiliary persons.

7.2 The customer enters the site where the event takes place and attends the event at his/her own risk, in the sense that 040Events accepts no liability whatsoever for loss arising from the fact of this entrance or attendance.

7.3 040Events shall do all in its power to ensure that the programme follows the announced timetable. However, it is not liable for deviations from it and for any possible loss that this could cause for the customer and/or third parties. The show times mentioned on the admission ticket or the announced timetable are provided without obligation and under reservation. The customer should regularly check the timetable of the event for any changes.

7.4 040Events is not liable for loss to the customer arising from the loss of or damage to the admission ticket.

## **Article 8 – Data protection**

8.1 040Events processes personal data of customers and visitors of her websites in accordance with her privacy statement and the General Data Protection Regulation (GDPR). The said privacy statement is available via <https://www.scalemodelchallenge.com/privacy-policy/> , <https://www.ohforzeroevents.com/privacy-policy/> and <https://www.wme2020.com/privacy-policy/>

## **Article 9 - Final Provisions**

9.1 These general conditions and every agreement made between the customer and 040Events shall be governed by and construed in accordance with the laws of the Netherlands.

9.2 All differences that may arise in connection with the agreement between 040Events and the customer or in connection with any agreement that results from it shall be resolved by the competent court in the Netherlands. 040Events is authorised at all times to appoint another legally authorised court.

Stichting Oh For Zero Events  
Parcivalstraat 46  
5625 EV Eindhoven  
The Netherlands  
E.: [ohforzero.events@gmail.com](mailto:ohforzero.events@gmail.com)  
Chamber of Commerce reg.nr. 72710543