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## **1. General Terms and Conditions (GTC)**

These general terms and conditions (GTCs) apply for the order, purchase and use of entrance tickets for events and for the ticket holder's stay at the show ground at the Autotron, Graafsebaan 133, 5248 NL, Rosmalen, The Netherlands. The show ground regulations form part of these general terms and conditions. They are attached to this agreement as an appendix and can also be called up on the web under [www.libema-open.nl](http://www.libema-open.nl). On purchasing or using the entrance tickets, the respective purchaser or holder of the entrance ticket accepts the validity of these general terms and conditions. Regardless as to whether the purchaser/holder of the entrance ticket is in possession of an original paper ticket or an e-ticket.

### **1.1 Admission to the show ground**

Admission to the show ground is only granted on presentation of a valid entrance ticket.

### **1.2 Ticket orders**

All ticket orders will be dealt with in chronological order. The organizer's offers are without obligation and subject to confirmation.

### **1.3 Resale**

It is prohibited to purchase entrance tickets for industrial or commercial resale. In no instance may entrance tickets be sold to third parties for more than the purchase price, unless the organizer has given his express written permission for such a further resale.

### **1.4 Refunds for entrance tickets**

Entrance tickets will not be refunded.

### **1.5 Loss of entrance tickets**

Lost entrance tickets will not be replaced, regardless of the reason for the loss. This also applies for e-tickets.

### **1.6 Postponement/cancellation of the event**

The organizer is entitled to cancel, postpone or if necessary abandon the respective event in the case of unforeseeable circumstances (including weather conditions) that make the holding of the event impossible. Should the event be postponed the entrance tickets retain their validity. If the event should be abandoned, the entrance fee will not be refunded, unless the organizer is liable for the event being abandoned.

### **1.7 Claims regarding entrance tickets**

All queries regarding entrance tickets, regardless of whether they are paper tickets or e-tickets, are to be resolved with the organizer exclusively. Claims regarding entrance tickets that are visibly faulty must be lodged in due time before the start of the event. The fault must be stated and the entrance ticket returned. Otherwise all demands for a refund or entrance ticket for the respective event become invalid once the event has started.

### **1.8 Animals are not permitted**

Animals are not permitted on the show grounds.

### 1.9 Instructions of the order-enforcing staff

The ticket holder is obliged to follow the instructions of the order-enforcing staff, the security personnel, the police and any other personnel at the show ground.

### 1.10 Recordings of the event

- ✚ No ticket holder may continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.
- ✚ No credential holder may continually collect, disseminate, transmit, publish or release from the grounds of the Tournament any match scores or related statistical data during match play (from the commencement of a match through its conclusion for any commercial, betting or gambling purpose). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.
- ✚ Persons from the media are not allowed to disseminate, transmit, publish or release from the grounds of the Tournament any live match score or related live statistical data until :30 seconds after the actual occurrence of the incident of match play or action that leads to such live score update (e.g., a point being scored), and that such use shall be solely for news reporting and editorial use. The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media, tournament vendors and tournament staff when used in the performance of their duties.

### 1.11 Personal data

Personal data such as i.e. name, address, telephone number, bank details, etc. will only be demanded, processed, and otherwise utilized, as far as these are necessary for the conclusion of the contract. This includes mailings with information regarding the relevant event.

### 1.12 Liability

- ✚ Entrance to the show ground is at one's own risk.
- ✚ The organizer is not liable for any damages, as far as the organizer his authorized agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organizer (cardinal obligation). In the latter case, the organizer is liable for any foreseeable and typically ensuing damage. The organizer is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently.
- ✚ Accidents or damage must be reported to the organizer immediately.

### 1.13 Validity of the clauses

Should individual clauses of these GTCs be or become invalid, in whole or in part, the validity of the remaining clauses or remaining parts of such clauses is not affected thereby. The parties should replace any such invalid provision with a valid provision that comes closest to the economic intent and purpose of such invalid provision.

## 2 No cancellation or return rights

For services in connection with recreation, especially for the sale of tickets for sport events, the cancellation right is not valid, not even for so called distance contracts. Ticket purchases are therefore binding, tickets cannot be returned.

## 3 Show Ground Regulations

The show ground regulations serve the regular use, the general order and the traffic safety in the range of the entire show grounds of the Autotron, Graafsebaan 133, 5248 NL Rosmalen, The Netherlands.

### 3.1 Scope

- ✚ The show ground regulations apply to all persons accessing the show grounds as defined below. These persons include for example – but not exclusively – owners of valid entry tickets / show passes: spectators/visitors, guests/honorary guests, staff/employees/volunteers, competitors and their entourage, service companies/suppliers, etc.
- ✚ The show ground regulations apply to the complete show grounds, including all constructions and equipment, including all entrances and exits, as well as the surrounding parking areas of the Autotron, Graafsebaan 133, 5248 NL Rosmalen, The Netherlands, which are made available to the visitors of the event, (herein after called „show grounds“).
- ✚ The show ground regulations apply for all events which are held at the show grounds.

### 3.2 Sojourn

- ✚ Only persons, who have a valid entry ticket or carry another authorized identification or a show pass for the event received in another authorized way, are allowed to stay on the show grounds.
- ✚ Entry tickets and authorized passes / show passes have to be shown when entering and on the show grounds when requested by the security and attendants service or by the police. By request a proof of identity should be provided in an appropriate manner.
- ✚ The entry ticket loses its validity when leaving the show grounds. For a short leave of the show grounds the attendants at exits are to be addressed accordingly and their instructions to be followed in order to make a renewed entry possible.
- ✚ Lost entry tickets cannot be replaced.
- ✚ Driving and parking on the show grounds is only allowed with a special authorized pass. On the whole show grounds the directions of the road traffic regulations apply.
- ✚ Upon entering the show grounds all persons irrevocably consent to entitling the organizer to take or have their photos and/or audio visual recordings taken in the course of the

event without remuneration and to copy, send out or distribute these in any other way. The same applies for the gratuitous use of his/her voice for recordings of audio or live broadcasts, etc.

### 3.3 Security Controls

- ✚ The security and attendants service, deployed by Libéma Events, is authorized to inspect persons if they form a safety hazard, because of alcohol or drug use or because of having a weapon or dangerous or inflammable subjects. If necessary the security and attendants service is authorized to search a person's clothing and taken repositories, with their consent. Technical means and equipment can be used for this matter as well.
- ✚ Persons who cannot show their authorized pass and persons who form a danger for security reasons or who refuse to give their consent for a search, can be refused to enter or can be removed from the show grounds. Restitution of the money paid for the entry is not possible.

### 3.4 Behaviour on the show grounds

- ✚ On the show grounds all persons must behave in such a way that nothing or no one else gets damaged, endangered or, as far as circumstances permit, obstructed or harassed.
- ✚ All persons must obey the instructions of the fire brigade, the security, the attendants and Emergency Medical Service, the police as well as the event speaker.
- ✚ Owners of entry tickets must take the seat in the particular Stadium area which is mentioned on the entry ticket. The regulations mentioned on the entry tickets or show passes have to be respected. On the show grounds the provided lanes have to be used.
- ✚ All entrances and exits as well as emergency and escape routes are to be kept free.
- ✚ All persons are summoned not to carelessly throw away litter, packing materials and empty repositories, but to deposit all in the bins which are placed on the show grounds.

### 3.5 Prohibitions

It is forbidden for all persons on the show grounds to bring the following:

- ✚ racist, xenophobic, national socialistic, extreme right wing and other political propaganda materials;
- ✚ any kind of weapon;
- ✚ Objects and properties, which can be used as a weapon, batons, thrusting's and projectiles;
- ✚ Gas spray containers, acidly, flammable and colouring substances or tanks with substances which can affect the health or are combustible – exception: standard pocket lighters;
- ✚ Fireworks, star shells, smoke powder, smoke bombs and other pyrotechnical objects of any kind including according firing devices;
- ✚ Mechanical operated noise instruments like megaphones, gas pressure clarions;
- ✚ Laser-Pointers;
- ✚ The use of professional photo and video registration equipment.
- ✚ Drones, micro copters and any similar unmanned aerial vehicles.

It is also prohibited for all persons on the show grounds:

- ✚ to enter the stadium's infield and other sports facilities without relevant authorization / show pass;
- ✚ to climb or cross buildings and facilities which are not meant for public use, especially facades, fences, walls, barriers, lighting installations like camera platforms, trees, any kind of masts and roofs;
- ✚ to enter areas which are not meant for general use (official areas, VIP and media areas) without a relevant authorization / show pass;
- ✚ to throw objects of any kind or to spill any kind of liquids;
- ✚ to make fire; to burn or launch fireworks, star shells, smoke powder, smoke bombs or other pyrotechnical objects;
- ✚ to sell merchandise or entry tickets without the permission of Libéma Events, to distribute printed material or to implement collections;
- ✚ to write, paint or bonding on buildings, facilities or roads;
- ✚ to defecate outside the toilets or to debase the show grounds by throwing things – litter, packaging, empty repositories, etc.;
- ✚ to restrict or affect traffic areas, walk and traffic roads, entrances and exits to the visitors areas and emergency roads;

#### 4 Liability

- ✚ Entrance to the show ground is at one's own risk.
- ✚ The organizer is not liable for any damages, as far as the organizer his authorized agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organizer (cardinal obligation). In the latter case, the organizer is liable for any foreseeable and typically ensuing damage. The organizer is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently.
- ✚ Parents/Adults are liable for their children/minors/wards.
- ✚ Accidents or damage must be reported Libéma Events immediately.

#### 5 Violations

Persons, who act against the show ground regulations can be removed from the show grounds without reimbursement and receive a show ground prohibition based on the administrated domestic authority of Libéma Events. If this offence is based on a suspicion of a criminal act or another misdemeanour, a complaint of offence will follow.

#### 6 Privacy Protection Statement

Service provider of the ticket shop is Libéma Events B.V., Minderbroedersberg 10, 6211 LK Maastricht, The Netherlands.

We gather and collect your personal data solely within the legal framework of the Dutch Data Protection Act. Through this statement we would like to provide you with information about the way, extent and purpose your personal data is gathered and used. You can retrieve this information through the link "Data protection" at our online ticket shop on our website at any time.

In principle, you can use the content of our website without disclosing personal data. The online ticket shop is linked to the service provider CTS Eventim Nederland B.V., P.O. Box 3096, 2130 KB, Hoofddorp, The Netherlands. We therefore recommend that you also consult the information provided about the current status of their Privacy Policy. All functionalities of the online ticket shop can only be used after user registration. The user must enter name, address, date of birth, telephone number, email address and financial information required for the chosen method of payment.

Our websites and other systems are protected through appropriate technical and organizational measures against loss, misuse and alteration by unauthorized persons. The Dutch Data Protection Act confers you the right to free information on your data recorded and if necessary, rectification, blocking and deletion of the relevant data at any time.

May 2025 - Libéma Events BV