

STANDARD TERMS AND CONDITIONS FOR VISITORS TO THE AMSTERDAM RAI CONVENTION CENTRE

ARTICLE 1 – DEFINITIONS

The terms used in these Standard Terms and Conditions for Visitors have the following meanings, unless agreed otherwise in writing. Terms in the singular include the plural and vice versa, where the text so requires.

- 1.1 **Standard Terms and Conditions for Visitors:** these Standard Terms and Conditions for Visitors to the Amsterdam RAI Convention Centre.
- 1.2 **Visitor:** a natural or legal person who concludes an agreement in some way, either directly or indirectly, as visitor, exhibitor, organiser, supplier or in any other capacity with Amsterdam RAI or another event organiser to attend an Event to be held by Amsterdam RAI or a Third Party in the Convention Centre. The term also includes a natural or legal person who attends an Event in the Convention Centre without having directly or indirectly concluded an agreement with RAI or a Third Party.
- 1.3 **Third Parties:** the natural or legal persons who, as organiser of an Event, are involved in some way, either directly or indirectly, in an Event held in the Convention Centre.
- 1.4 **Convention Centre:** the meeting and conference rooms, the RAI Theatre, the exhibition halls, the Elicium, the lounges and/or foyers of the Amsterdam RAI Convention Centre, situated on Europaplein, Amsterdam, the Netherlands, and the accompanying spaces such as entrance halls, passageways, staircases, cafés and/or restaurants, underground car parks and outdoor sites.
- 1.5 **Event:** every exhibition, congress, conference, exhibition, theatre production or other event held in the Convention Centre.
- 1.6 **RAI:** Amsterdam RAI B.V. (a private limited liability company), which has its place of business at Europaplein, Amsterdam, the Netherlands (trade register number 34192575).

ARTICLE 2 – APPLICABILITY OF THE CONDITIONS

- 2.1 These Standard Terms and Conditions for Visitors apply to every agreement between RAI/Third Parties and the Visitors to the Convention Centre. These terms and conditions also relate and apply to all acts performed in implementing such an agreement. These terms and conditions therefore apply to all Visitors to the Convention Centre, in whatever capacity they are present.
- 2.2 RAI will do everything that can reasonably be expected of it to ensure that a visit to the Convention Centre meets the wishes of the Visitor. RAI will also endeavour to ensure that the Event in the Convention Centre takes place without interruption. RAI welcomes suggestions from Visitors for improvement of the service. Visitors may contact the management of the Convention Centre at any time. RAI would apologise in advance for any nuisance or inconvenience that occurs and cannot reasonably be avoided.

ARTICLE 3 – TICKET SALES / OFFERS / PRICES

- 3.1 All offers, (programme) announcements and communications by RAI or by Third Parties or other information and quotations supplied in relation to the Events are without engagement. RAI accepts no liability for any errors in announcements, offers, communications or other information and quotations supplied by RAI and/or Third Parties to the Visitor, or for errors made in the sale (or advance booking) of tickets by Third Parties, including the advanced booking offices.



- 3.2 Visitors are obliged at all times, on request, to show their admission ticket (and any card entitling them to a discount on this ticket) to officials of RAI/Third Parties who are recognisable as such. The admission ticket should in any event be shown by the Visitor when entering (or re-entering) the Convention Centre or the relevant area in the Convention Centre.
- 3.3 Visitors will not be entitled to a refund from the RAI of the admission price or any other form of compensation if (i) their admission ticket has been lost or stolen, (ii) the admission price is not remitted by the Third Parties to RAI for reasons for which the Third Parties are responsible, and/or (iii) the Event to which the admission ticket confers the right of attendance does not take place for reasons not imputable to RAI. If Visitors do not use the admission ticket for any reason whatever, this is at their own expense. Once an admission ticket has been obtained, it cannot be exchanged. Nor can a refund of the admission price be given by RAI in such cases.
- 3.4 Admission tickets will remain the property of RAI/Third Parties even after a Visitor has paid the admission price. A Visitor may be denied admission if it is found that the admission ticket has not been obtained from RAI/Third Parties or from other recognised sales/advanced booking offices. RAI will never be liable for admission tickets sold by Third Parties or other third parties. Only admission tickets sold by sales outlets recognised by RAI/Third Parties are accepted.

ARTICLE 4 – PRESENCE IN THE CONVENTION CENTRE

- 4.1 While present in the Convention Centre Visitors should not act in a manner contrary to public order, morality or the rules of propriety resulting from the nature of the Event visited. In this connection Visitors are also obliged to strictly comply with all directions and instructions given by officials of RAI/Third Parties who are recognisable as such. If, in the reasonable opinion of an official of RAI/Third Parties who is in a position of authority, Visitors act in a manner contrary to these standards, directions or instructions, they may be denied further access to the Convention Centre for the Event concerned, without thereby becoming entitled to enforce any right to a refund of the price of their admission ticket or of other costs.
- 4.2 Visitors are not permitted, among other things, to:
 - a) offer goods of any kind for sale or distribute them free of charge to third parties in the Convention Centre;
 - b) bring pets or other animals into the Convention Centre;
 - c) bring foodstuffs and/or beverages (whether alcoholic or otherwise) into the Convention Centre, unless an exception has been expressly made for the provisions of b) above or this paragraph c) in the relevant Terms and Conditions of Participation in the Event or written consent has expressly been given by RAI in some other way;
 - d) bring objects or substances into the Convention Centre or carry such objects or substances with them if, in the opinion of an official of the Convention Centre, the objects or substances are dangerous or hazardous or may cause a nuisance to other visitors, unless expressly provided otherwise in writing by RAI;
 - e) smoke in the Convention Centre.
- 4.3 The management of RAI may demand that bags and cases carried by a Visitor be searched in special cases, where this is reasonably considered necessary in the interests of general security. Where reasonably considered necessary, a Visitor may also be asked to submit to a security search of his/her person by specially trained staff. If a Visitor refuses to

- cooperate he/she may be denied further access to the Convention Centre without thereby becoming entitled to a refund of the price of his/her admission ticket and other costs.
- 4.4 Visitors are not permitted, without the prior written consent of the management of RAI/Third Parties, to use cameras or video, film, sound or other recording equipment or mobile phones or other means of wireless communication in the Convention Centre. Officials of RAI/Third Parties who are recognisable as such are authorised to demand that Visitors on whom such equipment is discovered hand it over for safekeeping by RAI while they are present in the Convention Centre. If a Visitor refuses to cooperate, he/she may be denied further access to the Convention Centre without thereby becoming entitled to a refund of the price of his/her admission ticket and other costs. Visitors should realise that other visitors may possibly take photographs in the Convention Centre.
- 4.5 RAI reserves the right to make or commission video and/or sound recordings of an Event at which Visitors are present. A Visitor may not object for reasons of copyright or on other grounds to the use of his/her portrait/likeness when such recordings are published.

ARTICLE 5 – LIABILITY OF RAI

- 5.1 Visitors are present in the Convention Centre at their own expense and risk.
- 5.2 RAI will be liable for damage to property and/or consequential loss or damage suffered by a Visitor or injury caused to a Visitor only if this is directly and exclusively attributable to intent or deliberate recklessness on the part of RAI and/or its officials, provided always that only loss or damage for which RAI is insured (or for which it should, by the standards of reasonableness and fairness, have been insured) is eligible for compensation. The liability of RAI is excluded for, among other things, the following:
- a) loss or damage as a consequence of the actions of Third Parties/third parties, including persons used by RAI/Third Parties and hirers of the Convention Centre (or of areas in the Convention Centre) and persons used by other third parties;
 - b) loss or damage as a consequence of a failure to comply with instructions given by officials of RAI/Third Parties or a failure to observe the rules of propriety that are generally applicable;
 - c) loss or damage, including consequential damage, as a consequence of unforeseeable changes to the opening and closing times of Events to which the agreement between RAI/Third Parties and the Visitor relates;
 - d) loss or damage caused in any way by other Visitors.
- 5.3 RAI will never be liable for loss or damage suffered by a Visitor as a consequence of force majeure affecting RAI/Third Parties. For this purpose force majeure is deemed to include every independent circumstance beyond the control of RAI/Third Parties (even if this could already have been foreseen as a possibility when the agreement was concluded) which temporarily or permanently prevents performance of the agreement and, insofar as not already included thereunder, war, acts of war, terrorism and/or the threat of terrorism, civil war, civil disturbance, riots, action by the police and/or fire service, strikes, transport difficulties, fire and other serious disruptions to the business of RAI/Third Parties in the Convention Centre, weather conditions and disruptions of public transport for any reason whatever.

ARTICLE 6 – CLAIMS / COMPLAINTS

- 6.1 Complaints about the implementation of the agreement between RAI and a Visitor should reach the management of RAI by registered letter preferably immediately and in any event

within two (2) months after implementation of the agreement. Complaints submitted after this period will no longer be considered by RAI.

- 6.2 As the subject of the following complaints and circumstances is beyond the control of RAI/ Third Parties, such complaints and circumstances cannot, in principle, result in claims or, consequently, any obligation on the part of RAI to pay compensation:
- a) complaints and circumstances relating to changes in the programme including, but not limited to, changes in the cast or in the composition of the programme, cancellations or changes in the dates of Events;
 - b) complaints and circumstances relating to the quality of the implementation of the events to which the agreement between RAI/Third Parties and the Visitor 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 wilful damage; in the event of repeated nuisance or inconvenience caused by certain identifiable Visitors, RAI will do everything possible to deny them access in the future;
 - d) complaints and circumstances relating to nuisance or inconvenience caused by maintenance work on the Convention Centre or the consequences of such maintenance work which may reasonably be carried out at that time;
 - e) complaints and circumstances relating to nuisance or inconvenience caused by the malfunctioning of facilities in the rooms of the Convention Centre, unless this is imputable to RAI on account of unsound maintenance;
 - f) complaints and circumstances relating to nuisance or inconvenience, including a restricted view for the Visitor, caused by sound and other recordings by the media and the technical equipment installed in the rooms for this purpose;
 - g) complaints and circumstances relating to noise and nuisance caused by other Events taking place simultaneously in other areas of the Convention Centre, including activities that are necessary to prepare such Events or are connected in any way other way with them;
 - h) complaints and circumstances relating to the allocation and division of the seats and/or a change necessitated by circumstances in the division of the places and/or a change necessitated by the circumstances in the seating plan;
 - 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 the defective functioning of the technical equipment, unless this is imputable to unsound maintenance or to a decision by Third Parties to provide or not provide this facility;
 - k) complaints arising from the fact that the Visitor has been denied access to the room because the Event has already started.

ARTICLE 7 – PARKING

- 7.1 Parking at or in the Convention Centre is permitted only in the underground car parks and on the outdoor sites opened for this purpose and during the specified opening hours.
- 7.2 Parking spaces may be used only to park cars and vans with a maximum length of 4.80 metres. It is not permitted to park trailers (and/or caravans) in the underground car parks or on the outdoor sites.
- 7.3 The vehicles parked or yet to be parked should comply with the legislation and regulations for vehicles on the public highway (i.e. third-party insurance and part III of the vehicle registration certificate). The Road Traffic Act (*Wegenverkeerswet*) and the Road Traffic and

Traffic Signals Regulations (*Reglement Verkeersregels en Verkeerstekens*) are therefore also applicable in the underground car parks and on the outdoor sites.

- 7.4 While present in the underground car parks and on the outdoor sites Visitors should act in accordance with the provisions referred to in article 7.3 and the directions of the RAI staff. Visitors should park their vehicle on the designated spaces and within the markings and should also act in such a way that the other Visitors and related traffic are not obstructed or delayed and that the safety of people and vehicles is not endangered.
- 7.5 RAI is entitled, if it reasonably considers this to be desirable, to move and/or remove vehicles (or cause them to be removed), without incurring any liability as a result.
- 7.6 RAI's obligation does not extend to surveillance of the vehicle. RAI does not therefore accept any liability for theft or damage or for the loss of property and possessions of the Visitor resulting from use of the RAI's parking facilities, unless the damage has been caused by intent or deliberate recklessness on the part of RAI. For this purpose the term Visitor includes every other occupant of the vehicle.
- 7.7 Visitors are liable for all damage caused by them and their vehicle. They will also bear the costs of damage to the parking facilities, including ancillary parking equipment and systems.
- 7.8 RAI accepts, in principle, no liability for damage as a consequence of the use of the offered parking facilities or for damage as a consequence of other services offered by or on behalf of RAI/Third Parties in the underground car parks and/or on the outdoor sites of the Convention Centre, unless there has been intent or deliberate recklessness on the part of RAI.

ARTICLE 8 – CLOAKROOM ITEMS HANDED OVER FOR SAFEKEEPING

- 8.1 Goods brought into the Convention Centre are present in it at the expense and risk of the owner. RAI and its staff are not liable for damage to or loss of goods or for any other form of damage arising in respect of goods, unless there has been intent or deliberate recklessness on the part of RAI.
- 8.2 The conditions included in this article apply to cloakroom items handed over in the usual way for safekeeping. Cloakroom items include items customarily handed over for safekeeping in the cloakroom such as handbags and briefcases. Cloakroom items do not include any objects that may be in the cloakroom items or money or other valuables.
- 8.3 The conditions apply from the moment when the item is handed over to the cloakroom staff. Loss or damage caused by losing or mislaying a cloakroom ticket/token will not be reimbursed by RAI. The following will also not be reimbursed: (i) loss or damage caused intentionally or through deliberate recklessness by the owner/holder of the cloakroom ticket/token or the persons accompanying him/her, and (ii) loss or damage in relation to any objects found in the cloakroom items such as money and valuables. RAI is liable for the full amount of the loss or damage up to a maximum of seven hundred and fifty euros (€750), inclusive of VAT, for each cloakroom ticket/token.
- 8.4 The liability of RAI applies only in relation to the person who received the cloakroom ticket/token on handing over the items and the right to claim cannot be transferred to a third party. RAI's liability will cease if the cloakroom items are not collected before the cloakroom closes or in any event before the time when surveillance ceases at the cloakroom. The times referred to here are clearly indicated on a sign at the cloakroom.
- 8.5 Any complaints must be immediately made to the cloakroom staff when the cloakroom items are returned. A claim for compensation, together with a mention of the number on/of the cloakroom ticket/ token, must be lodged with RAI within 48 hours of the return of the



items handed over for safekeeping. Written notification of the loss or damage is sufficient. If loss or damage is caused by fire or theft or by the mislaying of the item, this must also be reported to the police. Persons who suffer loss or damage must prove that the items for which they are claiming compensation have been damaged as a consequence of an occurrence for which RAI is liable. They must also prove that the amount claimed by them is correct. Where a person who has reported lost an item handed over to RAI for safekeeping subsequently finds the item or is informed that it has been found, he/she must immediately notify RAI and where necessary, at the request of RAI, take the necessary steps, in particular by contacting the police, to identify and recover possession of the item or to assign his/her rights to RAI.

- 8.6 Compensation for loss or damage is paid only upon the return of the cloakroom ticket/token. Payment will then be made within eight (8) days of determination of the amount of the loss or damage. If the person who has handed over the item for safekeeping fails to fulfil his/her obligations after the occurrence of the loss or damage and this is due to intent or deliberate recklessness, RAI is exempted from the obligation to make payment.

ARTICLE 9 – PERSONAL DATA

Data concerning Visitors, including particulars of their name, address and place of residence, which are recorded by RAI and/or sales outlets used by RAI for the issuing of admission tickets, are entered in a filing system within the meaning of the Personal Data Protection Act (*Wet bescherming persoonsgegevens / Wbp*). RAI and/or the sales outlet is responsible for the processing of the relevant data. A copy of the notification under the Personal Data Protection Act of this process is deposited at RAI and the sales outlet for inspection. If Visitor do not wish to receive information addressed to them personally, they may give notice of this in writing to RAI or to the foundation known as Dutch Ticket Sales Network (*Stichting Kaartverkoop Netwerk Nederland*), P.O. Box 15953, 1001 NL Amsterdam, the Netherlands.

ARTICLE 10 – OTHER CONDITIONS / SCHEMES

The applicability of these Standard Terms and Conditions for Visitors is without prejudice to the applicability of other terms and conditions and/or schemes (whether contractual or otherwise) of RAI.

ARTICLE 11 – APPLICABLE LAW / COMPETENT COURT

- 11.1 These Standard Terms and Conditions for Visitors are governed by Dutch law.
11.2 All disputes arising from the agreement between the Visitor and RAI will be referred for hearing exclusively to the competent court in Amsterdam, the Netherlands.

ARTICLE 12 – RESIDUAL PROVISIONS

- 12.1 If and insofar as any provision of these Standard Terms and Conditions for Visitors is void or voidable, the other provisions will remain fully in force. RAI will then adopt a new provision to replace the void/voidable provision, which will take account of tenor of the void/voidable provision as far as possible.
12.2 RAI reserves the right to alter the Standard Terms and Conditions for Visitors. Once the Standard Terms and Conditions for Visitors enter into force, they will replace all previous standard terms and conditions for visitors, unless expressly indicated otherwise by RAI.
12.3 The Standard Terms and Conditions for Visitors have been deposited at the Amsterdam Chamber of Commerce.