



## **Terms & Conditions MODE ZERO event visitors**

### **Article 1 Definitions**

“General Terms and Conditions”: These general terms and conditions, which apply to every legal relationship between a Visitor and an Organizer with regard to the visiting of an Event with a Ticket, the purchase of a Ticket and the related purchase of a product and/or service (of Third Parties) on the Website;

Visitor: The visitor of a MODE ZERO event, or the person who buys a product and/or service related to a MODE ZERO event. The visitor is designated by law as the ‘other party’ (‘wederpartij’) in book 6 article 231 of the Dutch Civil Code;

Organizer: The party responsible for the production and/or organization of the event;

Location: The location where the event takes place;

Event: Any event, single- or multi day, in- and/or outside – including a bootcamp and -or including a festival – organized by the Organizer in the Netherlands at its own expense and risk and for which this Organizer uses these terms and conditions in relation to Visitors;

Ticket: An admission ticket that provides the Visitor the right to attend an Event. This can either be a physical ticket or a digital ticket with barcode;

### **Article 2 Applications**

2.1 The General Terms and Conditions are applicable if the visitor visits an MODE ZERO Event with a Ticket or purchases a Ticket. The terms and conditions are declared applicable prior to the Visitor’s purchase of a Ticket and/or product or service. By purchasing a Ticket and/or by visiting an MODE ZERO Event with a Ticket the Visitor accepts these General Terms and Conditions. The General Terms and Conditions also apply if the Ticket, regardless of the manner, was acquired through a third party.

2.2 The Organizer is Mode Zéro, located at Rochussenstraat 191B, 3021 NR Rotterdam, the Netherlands, with Chamber of Commerce number 81544200. Mode Zéro can be reached by email on [info@modezero.nl](mailto:info@modezero.nl).

2.3 Accepting an offer or placing an order means that the Visitor accepts the applicability of the General Terms and Conditions.

2.4 MODE ZERO is entitled to check the data provided by the customer for accuracy. The provision of incorrect or incomplete data may lead to no agreement being reached and / or that the Tickets will not be sent.

2.5 MODE ZERO is entitled to refuse orders or to attach certain conditions to the delivery, without giving any reasons. The agreement is made at all times under the resolutive condition that MODE ZERO does not accept the order. If an order is not accepted, MODE ZERO will inform you in writing (by email) within 3 working days after receipt of the order.



2.6 These General Terms and Conditions solely apply to private persons and specifically exclude parties acting in their capacity as professional contracting parties in relation to the Organizer. The legal relationship between the Organizer and a professional contracting party is subject to alternative terms and conditions.

### **Article 3 Amendment or addition Terms and Conditions**

3.1 The Organizer is at all times entitled to amend or complement the General Terms and Conditions. The amended version will in that case be published on the Website. As of the date of publication, the amended terms and conditions will be applicable. If an amendment or addition significantly affects the rights or obligations of the Visitor, the Organizer will either notify the Visitor of the amended terms and conditions by way of email or by clearly bringing it to the Visitors attention during the visit of the Event and/or the Website.

3.2 If the Visitor visits the Event and/or purchases a Ticket or products and/or services (of Third Parties) on the Website after amendment of or addition to the General Terms and Conditions, the Visitor thereby irrevocably accepts the amended or complemented General Terms and Conditions. If the Visitor does not wish to accept these amended or complemented General Terms and Conditions, the Visitor must immediately cease the use and visitation of the Website and/or Event(s) or the purchase of the Tickets or products and/or services (provided by Third Parties) on the Website.

### **Article 4 Prizes**

4.1 All offers are free of obligation and MODE ZERO reserves the right to change the price

4.2 All prices are in EURO including VAT and will include service costs consisting of transaction and shipping costs.

4.3 Promotional prices are valid for a certain period of time. No claim can be made on these prizes before or after the specified period.

4.4 MODE ZERO cannot be held to prices that are evidently incorrect, for example as a result of obvious typesetting or printing errors. No rights can be derived from unlawful price information.

### **Article 5 MODE ZERO event tickets**

5.1 Access to the Event is only obtained by showing a valid and undamaged Ticket. People wishing to enter the Event may be requested and will then be obliged to show proof of identity due to checks on the age limit (if applicable). In the event, after entry, the Visitor leaves the Event or its location, the Ticket will automatically lose its validity.

5.2 People younger than 18 will be refused entry to the Event, unless explicitly otherwise determined by the Organizer.

5.3 MODE ZERO is a 'rain or shine' event. By purchasing the event tickets, you automatically confirm that you/the attendee(s) are of the 'minimum age' or older, at the time of buying the ticket(s). The 'minimum age' for attending MODE ZERO is 18.

5.4 If it is proven beyond doubt at the venue that an attendee is below the 'minimum age', (s)he will not be granted entry to MODE ZERO. No refunds, full or partial, will be issued either.



5.5 At the time of entering the event venue, you are required to produce the ticket and a valid identification document (ID). By presenting an ID, you confirm that all details present on it are accurate and updated.

5.6 By purchasing MODE ZERO tickets and presenting the same at the venue, you give your consent to the organizer to collect certain information about yourself (name, picture, date of birth, gender, address, etc.) for verification and storage.

5.7 Tickets are and remain the property of the Organizer. The Ticket gives the holder the right to attend the Event. Access is given only to the first holder of the Ticket scanned at the entrance of the Event. The Organizer may presuppose that the holder of this Ticket is also the person who has a right to it.

5.8 Tickets ownership may be transferred to a new ticket holder. This applies if the Visitor swaps their Ticket via the official channels of our partner Ticketswap (ticketswap.nl). MODE ZERO is not liable for any other costs incurred by the Visitor.

5.9 As of the time that the Ticket has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage or misuse of the Ticket. The Ticket is only supplied once and gives access to only one person.

5.10 The Organizer reserves the right to set a maximum on the number of Tickets to be ordered by a Visitor, in that case the Visitor is obliged to comply with such a maximum number.

5.11 MODE ZERO tickets cannot be returned or refunded unless in the event of rescheduling and cancellation as described in article 7.

### **Article 6 Force Majeure**

In the event of a force majeure within the meaning of Article 6:75 of the Dutch Civil Code, including illness or cancellation of the artist(s), strikes, terrorist threat, decision to cancel by authorities, fire, bad weather conditions, the Organizer has the right to cancel the Event, reschedule to another date or location or cancel the Event.

### **Article 7 Cancellation or rescheduling**

The Organizer is not liable for damage caused by cancellation or shifting as stated in the previous article. In the event of rescheduling or cancellation of the Event, the Organizer will announce this as soon and well as possible, for example by stating the applicable terms for refunds on the Website. Only in the event of complete cancellation will the Organizer refund the entrance fee as stated on the Ticket to the Visitor at his request (excluding the service costs or any other additional costs made by the Visitor). This applies if the Ticket has been purchased by the Visitor from the recognized (advance) sales addresses of the Organizer, and not if the admission ticket has been purchased from another sales platform (authorized by the Organizer), for example an online 'secondary ticket' marketplace. MODE ZERO is not liable for any other costs incurred by the Visitor.

### **Article 8 Camera and sound recordings**

The artists, the Organizer or Venue Partner are entitled to make (or have made) image and/or sound recordings of the Event and its Visitors and to reproduce and/or make these recordings public in any



form and in any way whatsoever. . By obtaining a Ticket for the Event and/or by entering the Event Location, the Visitor grants unconditional permission to make recordings and the processing, publication and exploitation thereof in the broadest sense of the word, without the Organizer, the Venue Partner or an entity affiliated with this entity owes or will owe any compensation to the Visitor.

#### **Article 9 Other**

9.1 The Visitor of an MODE ZERO event must act as a good and orderly visitor of events and adhere to instructions given by or on behalf of the organizer of an event as well as given by the competent authority. Otherwise the Visitor can be denied access to the event. No refunds, full or partial, will be issued either.

9.2 The Visitor visits an event at his own risk. MODE ZERO is not liable for any damage caused to the Visitor or its belongings during the trip to or from the event or attending it.

9.3. Should the Visitor upon their own will not continue the event once the Event has started, no refunds, full or partial, will be issued.