

General terms and conditions governing event tickets of ProMedia Group.nl

Version: 01 January 2020

These general terms and conditions govern all agreements between the companies belonging to the ProMedia Group.nl and Participants of Events organised by ProMedia Group.nl.

Article 1 – Definitions

These conditions use the following definitions:

Registration: the registration of the Participant through the ProMedia Group.nl website to be able to make use of the Service.

Advertisement: an advertisement or promotional message.

Participant: a natural person, legal entity, or government organisation participating in an Event.

Service: the opportunity to attend physical and/or digital Events and meetings (including Events and conventions), whether or not against payment.

Event: any activity organised by ProMedia Group.nl, such as events, conventions, and conferences.

Agreement: the agreement concluded between ProMedia Group.nl and the Participant.

ProMedia Group.nl: ProMedia Holding B.V., with registered offices in (4811 AH) Breda at Willemstraat 5, registered in the Commercial Register of the Chamber of Commerce with number 61700282, as well as the subsidiaries/companies set out in Article 2, acting jointly using the name ProMedia Group B.V.

Ticket Fees: the amount which the Participant must pay for (the participation in) an Event.

Conditions: these general terms and conditions.

Article 2 – Identity of ProMedia Group.nl

Name of the user: ProMedia Group.nl, consisting of the group of companies set out below.

Registered offices: Willemstraat 5, 4811 AH Breda

Availability: Monday to Friday from 09:00 to 17:00 at telephone number +31(0)76-3030370

Email address: klantenservice@promedia.nl

Website: www.promedia.nl

ProMedia Group.nl consists of the following group of companies:

1. ProMedia Holding B.V., CoC number: 61700282;
2. ProMedia Publishing B.V., CoC number: 20129682;
3. ProMedia NT B.V., CoC number: 24397131;
4. ProMedia Events & Conferences B.V., CoC number: 30142004;
5. ProMedia MBM B.V., CoC number: 72588772.

Article 3 – Applicability of the general terms and conditions

1. These general conditions govern every offer, quotation, and agreement between ProMedia Group.nl and a Participant.
2. If a provision of the general terms and conditions is found to be void or is destroyed, this will not affect the validity of the other provisions. In this case, the parties will replace the void or destroyed provision with a provision which matches the intention of the parties as closely as possible.

Article 4 – Conclusion of the agreement

1. The Agreement with the Participant will be concluded once ProMedia Group.nl has accepted the registration of the Participant. The acceptance by ProMedia Group.nl will by default take place by email, unless the Participant does not have an email address. In this case, the written acceptance will take place by mail or fax.
2. If the Agreement is concluded by electronic means, the Participant will be responsible for saving and printing the Conditions and the Agreement and for the accessibility of the saved copy. ProMedia Group.nl is not required to keep a potential archived Agreement available for the Participant.

Article 5 – Duration of the Agreement

1. The Agreement will end by operation of law after visiting/attending or participating in a (digital) Event or meeting.

Article 6 – Payment

1. The Participant will not owe an entrance fee for visiting or participating in a (digital) Event or meeting, unless agreed or announced otherwise.
2. If costs are due, a payment period of 14 (fourteen) days following the invoice date applies, which payment must take place to a bank account designated by ProMedia Group.nl, unless agreed otherwise in writing.

Article 7 – Cancellation

1. The Participant must cancel his/her Registration in writing or by email. The cancellation will be confirmed by ProMedia Group.nl by email.
2. The following cancellation rules apply to Events/meetings for which a payment is due. In case of cancellation not later than 21 days before the start of the Event a restitution takes place of 75% of the Ticket Fees. The date on which the cancellation notice is received will be decisive for the moment of cancellation.
3. With respect to Events for which no payment is due, Participants can cancel their registration up to 21 days before the Event at no cost, and the first paragraph will apply, unless agreed/announced otherwise. ProMedia Group.nl reserves the right to charge a fee of up to EUR 50 in case of a cancellation later than 21 days before the Event, and in case of a no-show.
4. The failure to attend an Event without prior cancellation (no-show) will be considered equal to cancellation on the day of the Event.
5. If the Participant is unable to attend the Event or meeting, the Participant can appoint a replacement to attend the Event.
6. ProMedia Group.nl reserves the right to cancel the Event in case of insufficient participants up to five business days before the scheduled Event date, without ProMedia Group.nl being required to pay any form of compensation. The Participant or his/her replacement will be informed of this as soon as possible. If possible, the Participant will be offered a suitable alternative. The Ticket Fees will not be refunded if the Participant makes use of this offer.

Article 8 – Force majeure

1. ProMedia Group.nl has the right to suspend the fulfilment of its obligations if it is temporarily unable to fulfil its obligations due to circumstances that were unexpected at the time the Agreement was concluded and that are beyond its control. These circumstances include a situation in which the contractors of ProMedia Group.nl fail to meet their obligations (on time), weather conditions, fire, loss

or theft of materials that must be used, road blockages, strikes, or work interruptions, and illness or unavailability of teachers.

2. ProMedia Group.nl will no longer have the right to suspend its obligations if the temporarily inability to fulfil its obligations has lasted more than six months. The Agreement can only be dissolved after expiry of this period and solely with respect to the obligations that have not yet been fulfilled. The parties will in this case not have the right to claim compensation for damage (to be) suffered as a result of the dissolution.

Article 9 – Processing of personal data

1. ProMedia Group.nl will register the data of the Participant for the implementation of the Agreement and to be able to inform the Participant about the (other) products and services offered by ProMedia Group.nl. Registration will take place in accordance with the privacy statement of ProMedia Group.nl.

2. If the Advertisement contains personal data, ProMedia Group.nl will serve as the (sub-)processor with respect to these data, and the Participant will serve as the controller within the meaning of the General Data Protection Regulation (GDPR). ProMedia Group.nl will exclusively process these data for the purpose of the implementation of the Agreement.

3. Insofar as the processing of the personal data referred to in paragraph 2 is within the scope of the GDPR, ProMedia Group.nl undertakes the following with respect to these data:

- a) to solely process the personal data for the purpose set out in paragraph 2 and in accordance with any written instructions provided by the Participant prior to the conclusion of the Agreement;
- b) unless insofar as publication and/or transfer is the goal, to treat the personal data confidentially and not share them with third parties (not including sub-processors), unless this is necessary for the implementation of the Agreement;
- c) to take suitable technical, physical, and organisational measures to ensure safe processing, storage, and retention;
- d) when requested, to help the Participant comply with its obligation to answer any requests by data subjects to exercise their rights, insofar as possible;
- e) to not keep the personal data any longer than reasonably necessary, and to destroy these data, including the data and information derived from the provided data, and any copies it has created, immediately after the complete fulfilment of the Agreement, with the proviso that ProMedia Group.nl will always have the right to keep the personal data as part of its (digital) archive;
- f) to not process the personal data (or have them processed) in countries outside of the European Union, unless this is legally permitted;
- g) to inform the Dutch Data Protection Authority, and, if necessary, the Participant, within the statutory period if ProMedia Group.nl becomes aware of a serious data breach in relation to the personal data.

4. ProMedia Group.nl can make use of third parties in the context of the implementation of the Agreement, which third parties will be considered sub-processors in relation to any personal data in the Advertisement. ProMedia Group.nl will ensure that these sub-processors will be bound to the same or similar obligations as imposed on ProMedia Group.nl pursuant to paragraph 3 of this article.

Article 10 – Pictures and images

1. Pictures and recordings may be taken during the Event which can later be used in any communication materials concerning the Event. The usage rights concerning these materials (the intellectual property rights) are vested with ProMedia Group.nl, which means that these materials can be used without any restrictions.

2. When accepting these general terms and conditions governing Event tickets, the Participants declares to explicitly accept the fact that pictures or recordings may be taken of him/her.

3. If the Participant and third parties do not accept the publication of pictures and/or recordings on which he/she/they can be identified, they can submit a request for the removal of these pictures and/or recordings by sending an email to klantenservice@promedia.nl.

Article 11 – Special provisions

1. During the Event, the Participant must observe the instructions given by employees of ProMedia Group.nl in the context of the Event.
2. The failure to observe the instructions referred to above may lead to removal from the Event.

Article 12 – Liability

1. Even though the Event, or the information and/or materials offered in this context, have been compiled with the utmost care, ProMedia Group.nl does not accept any liability for damage of any kind which is the direct or indirect result of actions and/or decisions (partly) based on the provided information and/or the materials of the Event.
2. ProMedia Group.nl will not be liable for indirect damage, consequential damage, loss of profits, lost savings, reduced goodwill, and damage due to business interruptions suffered by the Participant.
3. ProMedia Group.nl does not accept any liability for direct damage, unless the other party can demonstrate the existence of intent or gross negligence attributable to ProMedia Group.nl.
4. Insofar as ProMedia Group.nl is found to be liable for any direct damage, this liability will be limited to the maximum amount covered by its insurance.
5. ProMedia Group.nl will in no way be liable for loss or theft of properties of the other party at the Event.
6. ProMedia Group.nl will in no way be liable for injuries and other damage caused as a result of acts or omissions of others than ProMedia Group.nl or caused by goods or materials of the location owner, exhibitors, or other third parties. ProMedia Group.nl will only be liable for the mentioned damage in case of its intent or gross negligence.

Article 13 – Applicable law and competent court

1. The Agreement is governed by the laws of the Netherlands. The applicability of the CISG is excluded.
2. All disputes arising from or related to the Agreements will exclusively be submitted to the competent District Court of Zeeland-West-Brabant.

Article 14 – Other provisions

1. If a provision of the Conditions is or becomes fully or partially unenforceable, the other provisions will remain in full force and effect. In this case, the unenforceable provision will be deemed to have been replaced by a provision which is enforceable and which deviates from the content and scope of the original provision as little as possible.
2. ProMedia Group.nl has the right to transfer its rights and/or obligations arising from the Agreement concluded with the Participant to subsidiaries and/or group companies or to legal successors, based on which ProMedia Group.nl will be released from its obligations vis-à-vis the Participant. The Participant is required to grant all necessary cooperation required for such transfer at the first request of ProMedia Group.nl.
3. Rights of the Participant arising from the Agreement cannot be transferred without the prior written permission of ProMedia Group.nl. This provision has a property law-related effect within the meaning of Article 3:83(2) DCC.