

GENERAL TERMS AND CONDITIONS OF SALE FESTISERVICE BVBA
ARTICLE 1 DEFINITIONS

1.1 In these General terms and conditions of sale the following definitions are used:

AGREEMENT	The Agreement between FestiService bvba and the Consumer concerning the providing of services against payments in relation to the rent of FestiService-products.
CONSUMER	The party that makes a purchase via FestiService bvba for an Event;
EVENTS	Public or private event where – by way of example, but not excluding – a festival and its campsite.
FESTISERVICE BVBA	The private company with limited liability FestiService bvba, established statutorily in Niel and with offices at Matenstraat 212, 2845 Niel, Belgium.
FESTISERVICE-PRODUCTS	All products offered to the consumer, visible on the internet sites of FestiService bvba. The FestiService-products offered for sale are these products, visible on the internet site on the day that the consumer visits the internet site and as far as the product is on hand.
GENERAL TERMS AND CONDITIONS OF SALE	These General terms and conditions of sale of FestiService bvba;
INTERNET SITE OF FESTISERVICE BVBA	All Internet sites which make use of the services and/or software of FestiService bvba to make the sale of FestiService-products possible.
LOCATION	The place where the event is being held.
ORDER NUMBER	Number, linked to a certain customer/order, which is mentioned on the (purchased) ticket.
ORGANISER	The party, committed to, and responsible for organizing the event;
VOUCHER	The proof of admission to a FestiService-product. This is not a proof of admission to the event itself;

1.2 Object

The purpose of these current General terms and conditions of sale of Sale is to, globally and exclusively in relation to the actions on the internet sites of FestiService bvba, anchor the rights and obligations between the Consumer and FestiService bvba, who arise from the online sale of FestiService-products who are offered for sale on the internet sites of FestiService bvba. These terms have precedence over any other document.

1.3 The present General terms and conditions of sale apply to all services and offers that are performed or done by FestiService bvba, for every order of FestiService-products, via FestiService bvba websites by the Consumer through FestiService bvba and any agreement. Deviations from

these General terms and conditions of sale can only be made in writing, if it is validly signed. In that case, the all remaining provisions of these General terms and conditions of sale will still apply.

1.4 The Agreement is subject to the General terms and conditions of sale of the Organiser as are the General terms and conditions of sale for location holders. In case of conflict between these General terms and conditions of sale and above mentioned General terms and conditions of sale, the General terms and conditions of sale prevail. In case of conflict between the General terms and conditions of sale of the Organiser and those of the location holders, the General terms and conditions of sale of the Organiser prevail. A copy of the General terms and conditions of sale of the location holders or the Organiser is available on request at the specific location holders or the Organiser.

ARTICLE 2 ESTABLISHMENT OF THE AGREEMENT

2.1 After the Consumer has placed an order for one or more FestiService-products through FestiService bvba (via the website FestiService bvba and/or otherwise). FestiService bvba provides the vouchers, needed for the admission to a FestiService-product for a certain event.

2.2 The formation method of the contract:

- I. If and when the Consumer and FestiService bvba have determined the date of the order, the FestiService-product(s), the number of FestiService-products, the price of the FestiService-product(s) and any additional costs, the reservation will be included in the automated reservation system of FestiService bvba as "preliminary";
- II. Agreement is final if and when FestiService bvba has received the Consumer's payment (or authorisation of payment) Before the payment is received by FestiService bvba, there is no agreement reached, regardless of how the user interprets specific messages during the order process;
- III. If the Agreement was established through the FestiService bvba website, the Agreement will be confirmed to the Consumer by e-mail;
- IV. If no authorization of the payment is received by the Consumer, the Consumer will receive, either by e-mail or via regular mail, a notice of the failure of the transaction and that the realization of the Agreement has failed.
- V. If FestiService bvba has reasonable suspicion that it is a fraudulent payment, it reserves the right to cancel and return the transaction. FestiService bvba shall notify the Consumer about this per email which will be send to the emailaddress registered by the Consumer at FestiService bvba.

2.3 An Order is irrevocably for the Consumer. It is not possible to subject a completed Agreement to changes.

2.4 FestiService bvba strives to send the Vouchers to the Consumer one week before the start of the event, after receipt of full payment. If the vouchers aren't received by the Consumer within 7 days, then the Consumer needs to contact FestiService bvba in writing (by letter or e-mail) or by telephone. After expiry of that period, FestiService bvba assumes that the vouchers have properly been received by the Consumer.

2.5 The Customer has no right of withdrawal. The right of withdrawal is not applicable according to Article 16 I. Chapter 3 of the Directive 2011/83/EU on consumer rights.

ARTICLE 3 FESTISERVICE-PRODUCTS AND VOUCHERS

3.1 FestiService bvba has following distribution /sales channel:

- I. Online sales: sales through the website of the Organiser and/or Media Partner of FestiService bvba;

3.2 Once the order is validated, the consumer receives a summary of the order by e-mail, tot the e-mailaddress that the consumer has indicated. This e-mail serves as a confirmation of the order.

3.3 These general terms and conditions of sale and the summary of the order, whereof the consumer is informed, constitute a legal contract, and are part of the totality of contractual obligations agreed upon by both parties. In case of discrepancies regarding these documents, these terms and conditions of sale will prevail.

3.4 The Vouchers delivered by FestiService bvba are and will remain the property of the FestiService bvba and will be supplied to the Consumer by FestiService bvba under the condition that, without prior written permission of FestiService bvba, the following is not allowed:

- a. To sell the vouchers to third parties, or to offer the vouchers in any other manner in a commercial way, directly or indirectly to third parties;
- b. To offer the vouchers in commercial manifestations - in any way - or to refer the vouchers in another way;
- c. If the situation as describes in a. or b. occurs FestiService bvba will make the vouchers invalid; holders of such vouchers will be denied access to the FestiService-product, with no right to compensation.

3.5 In addition, FestiService bvba may also impose a 'to be determined' fine on the Consumer.

3.6 Only the holder of the voucher, who presents the voucher first at the start of the event, can access the FestiService-product.

- 3.7 FestiService bvba and/or Organiser reserve the right to limit the number of reservations for FestiService-products. Reservations which exceed this limit will be adjusted/cancelled for the excess (above the maximum) reserved FestiService-products.
- 3.8 The additional reservation fee may differ based on the manner and timing of purchases. All costs are shown in the order. There are no other costs than the calculated costs shown.
- 3.9 The prices of the FestiService-products are indicated in euros. They take account of the VAT-value of the day of the order. FestiService bvba reserves the right -with the approval of the consumer- to modify the prices at any time, but the billing of the FestiService products will be based on the rates in effect at the time the order is recorded, as far as the FestiService products are available.
- 3.10 When purchasing a FestiService-product, the payment of a guarantee is requested. This guarantee will be refunded and / or returned to the consumer if the FestiService-product at the location is left behind as it was taken in use by the consumer at his arrival. FestiService cannot be held liable to not fully refund the guarantee, when the FestiService-product was not correctly left behind. On departure, the Customer contacts the representative of FestiService bvba on the location to check the conditions of his FestiService-product. FestiService bvba has the final decision on the (partially) implying of the guarantee. The consumer will be informed about the implying of the guarantee on the location itself. If the consumer does not contact the representative of FestiService bvba at his departure, no dialogue can arise about whether or not implying the guarantee of the FestiService-product.
- 3.11 After receiving the vouchers, the Consumer is expected to check the vouchers. In case of a faulty delivery, e.g. in the case of incorrectly displayed FestiService-products or event, the Consumer receives a new delivery at his first written request and without additional costs. Such a request should include relevant information and relevant reasons. If the Consumer has not informed FestiService bvba in writing within 5 days before the event starts, FestiService bvba may decide not to exchange the vouchers.

3.12 FestiService bvba always reserves the right to refuse Orders from Consumers.

3.13 The vouchers for FestiService-products are not a valid entry ticket for the Event.

ARTICLE 4 PAYMENT METHOD AND CANCELLATION POLICY

4.1 Payment is made via the provider MultiSafepay.

4.2 The internet sites and/or the part of the website designed to rent FestiService is secured, so that your data cannot be abused.

4.3 FestiService bvba has set additional safety measures for the use of payment methods. It is therefore possible that some payment methods are not available to everyone.

4.4 Cancelling an order can at least 10 days before the start of a event (start of a event = 1 day of the event). We paid the order back, incl the refund and minus the cancellation administration fee of € 12,5 (V.A.T. incl.) will be charged by cancelling an order.

4.5 You cancel you order by sending an email to info@grandprixresort.com mentioning your name, name of the festival, order and items.

ARTICLE 5 LIABILITY

5.1 When and if the Event is cancelled FestiService bvba will never reimburse more than the price of the purchased FestiService-product to the Consumer, if this has demonstrably been paid to FestiService bvba. Any additional booking fees paid by the Consumer for the use of FestiService bvba services will not be reimbursed. FestiService bvba does not accept liability for any, directly or indirectly made costs and/or expenses and/or any other damages that the Consumer may suffer.

5.2 FestiService bvba can never be held responsible for any damages resulting from death, injury, accidents, hurt, loss, damages or theft caused by the Consumer before, during or following a visit to the Event or Location.

5.3 If and as far as FestiService bvba cannot fulfil (part of) its obligations to the Consumer due to force majeure, the Consumer can in no way claim any rights to compensation in this case.

5.4 Force majeure includes: war, threat of war and turmoil, obstructing measures of both domestic and foreign governments, death of one or more members of the royal family, serious calamities, fires, strikes, failure of and damage to equipment and equipment of control systems, obstruction/ strike of transportation, flood, exclusions and sabotage and any unforeseen circumstances both domestic and in foreign countries in general, as a result of which compliance with the Agreement can no longer be reasonably expected of FestiService bvba.

5.5 FestiService bvba accepts no liability for loss of or damage to vouchers by the Consumer by any cause. From the moment the voucher is made available to the customer, the risk of loss, theft, damage or abuse of the voucher is for the Consumer.

5.6 FestiService bvba is not liable for the purchase and use of a FestiService-product that did not occur by FestiService bvba; FestiService bvba is also not liable for Agreements which, whether or not requested by the Consumer, are not entirely settled by FestiService bvba and in which a third party, such as a cash register at the Location, is directly or indirectly involved.

5.7 When the consumer doesn't receive the vouchers (on time), FestiService bvba is not liable for directly or indirectly made costs and / or expenses and / or any other damage that the Customer may suffer as a result.

5.8 As far as liability of FestiService bvba excluded or limited, this also applies to the liability of the members of staff and/or assistants of FestiService bvba.

ARTICLE 6 PRIVACY

6.1 FestiService bvba processes the Consumer's personal data in accordance with the Belgian law on Privacy

6.2 The data will be stored and processed in an automatic system and it will be used clarify, design or modify the Agreement to the extent necessary by FestiService bvba.

6.3 If the Consumer specifically gives permission, this data will be used for commercial purposes, including processing for direct marketing purposes. These processing are also performed by third parties. The Consumer has the right to oppose the processing for direct marketing purposes and commercial purposes. On the first request of the Consumer, FestiService bvba will immediately terminate this method of data treatment.

ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights concerning the name, logo, and any text and (advertising) music as well as the business formula in general used by FestiService bvba, is held by FestiService bvba. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of FestiService bvba.

7.2 All intellectual property rights relating to the name of the Event, the Location, logos, etc. are held by either the Organiser or the original legal owners of the Event or the Location holder. The Consumer is not allowed, directly or indirectly disclose and/or duplicate or otherwise use this, without prior written consent of the involved legal owners.

ARTICLE 8 RULES OF CONDUCT OF ORGANISERS AND LOCATIONS

8.1 The Consumer must at all times abide to the rules in conduct of the Organiser and Location Holder in relation to the Event for which FestiService bvba supplies the FestiService-products.

8.2 Prior to the Event the Organiser, Location Holder, security personnel and/or the police are entitled to search the Consumer for the possession of unauthorized items and confiscate, once permission is granted. If the requested permission is not granted, the Organiser, security personnel and/or the police have the right to refuse this person access to the Event.

8.3 At all time, the Organiser and Location Holder reserve the right to make video and/or sound recordings of the Event. The Consumer declares that he/she is aware of and agrees with the above and renounces the right to oppose to the use of his/her portrait/likeness in the context of the publication or reproduction of these images.

ARTICLE 9 MODIFICATION GENERAL TERMS AND CONDITIONS OF SALE

9.1 FestiService bvba reserves the right to modify these General terms and conditions of sale. These modifications will be effective immediately after the new General terms and conditions of sale have been placed on the FestiService bvba website.

ARTICLE 10 APPLICABLE LAW AND COMPETENT COURT

10.1 The general terms and conditions of sale and contractual obligations between FestiService bvba and the consumer is subject to the Belgian Law. Any dispute relating to interpretation, effectuation or the falsify of these terms and conditions, will, in the absence of an amicable settlement, be settled exclusively by the competent Courts of Antwerp.