

# GENERAL VISITOR CONDITIONS MUSICAL MADNESS

Version 3.1 – 08/02/2023

These are the General Visitor Conditions of the private company with limited liability under German law Musical Madness GmbH, registered with the Commercial Register of the Chamber of Commerce under number HRB 733563 and apply to all Agreements that are concluded with Visitors to Events organized by MUSICAL MADNESS GmbH or entities within the Musical Madness group, including Into the Madness GmbH.

With these General Visitor Conditions MUSICAL MADNESS governs the relationship between MUSICAL MADNESS as event organizer / producer and consumers (i) visiting the Events organized by MUSICAL MADNESS wherever the location of such Event may be, and (ii) purchasing products and services via the MUSICAL MADNESS websites and webshops.

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## ARTICLE 1 DEFINITIONS

- **Customer:** a visitor who acts in the exercise of a profession or business or who concludes an Agreement with MUSICAL MADNESS on a professional basis to purchase one or more Admission Tickets for the purpose of attending an Event and those who are in or

near the Event Location on a professional basis and who have or have not concluded an agreement with MUSICAL MADNESS directly or indirectly.

- **General Visitor Conditions:** these General Visitor Conditions that apply to the agreement between the Visitor and MUSICAL MADNESS.
- **MUSICAL MADNESS:** the private company with limited liability Musical Madness GmbH, with its registered office in ILLINGEN and its principal place of business in ILLINGEN (75428) at Wilhelmstrasse 107 and all its subsidiaries as stated in paragraph 3.2, which is involved in providing services in the field the performing arts and the organization and production of cultural events, all of the above in the broadest sense of the word.
- **Visitor:** any natural person who does not act in the exercise of a profession or business and who concludes an Agreement with MUSICAL MADNESS directly or indirectly within the context of attending an Event and any other person who are in or near the Event Location and who has or has not concluded an agreement with MUSICAL MADNESS directly or indirectly.
- **Event:** a (cultural) event, including a (musical) performance and/or other manifestation, a concert, dance event, business event and/or a public or closed event in which one or more persons participate, organized and/or facilitated by or on behalf of MUSICAL MADNESS at the Event Location, including but not limited to *Into The Madness, Apex, Madness Raw, Madness XXL*.
- **Event Location:** location where an Event takes place, which has been used for the purpose of the Event to be organized and/or facilitated by or on behalf of MUSICAL MADNESS including a possible Campsite.
- **House Rules:** the MUSICAL MADNESS house rules with which Visitors must comply at times when visiting MUSICAL MADNESS Events.
- **Campsite:** the specific campsite or camping facility designated by or on behalf of MUSICAL MADNESS.
- **Camping Regulations:** any regulations/the house rules applied by the owner of the Campsite, which apply to the Visitor's stay at the Campsite.
- **Agreement:** any legal relationship under the law of obligations between the Visitor and MUSICAL MADNESS, which was concluded in accordance with these General Visitor Conditions and/or that follows therefrom in connection with attending an Event, as well as any provision or statement declared applicable in a legally valid manner to the (legal) relationship between the Visitor and MUSICAL MADNESS in accordance with these General Visitor Conditions.
- **Privacy Statement:** the privacy statement in which the MUSICAL MADNESS privacy policy has been formulated, which can be consulted on the website and applies to any form of processing of personal data by MUSICAL MADNESS.
- **Social Media:** the social media channels linked specifically to the Website and other (promotional) statements by or on behalf of MUSICAL MADNESS, which social media channels are registered in the name of MUSICAL MADNESS.
- **Admission Ticket:** a ticket issued by or on behalf of MUSICAL MADNESS from the Visitor's right to be in the Event Location is evident.

- **Admission Price:** the price of an Admission Ticket as also stated on the Admission Ticket, excluding any additional service and/or administration costs.
- **(Advance) Sale Outlet:** an (advance) sales organization engaged by or on behalf of MUSICAL MADNESS for the sale of Admission Tickets for Events, includes those where Admission Tickets can be purchased online/digitally.
- **Website:** The MUSICAL MADNESS website ([www.musical-madness.de](http://www.musical-madness.de)) and any website(s) of Events specifically linked thereto, which are registered in the name or for the benefit of MUSICAL MADNESS.

## ARTICLE 2 ACCESSIBILITY

The General Visitor Conditions and the Musical Madness House Rules can be consulted online and are stored digitally on a page of the MUSICAL MADNESS Website ([www.musical-madness.de.nl/visitor-conditions](http://www.musical-madness.de.nl/visitor-conditions)) and are sent free of charge upon request. MUSICAL MADNESS also refers to the General Visitor Conditions on the Ticket of an Event. The Visitor can also access the General Visitor Conditions at the moment of entering the Event, as these General Visitor Conditions – or at least an excerpt thereof – will be made available at the entrance of the Event.

During the purchase of a product and/or service (of Third Parties) and/or an Admission Ticket the Visitor has the possibility to access the General Visitor Conditions before is proceeded to conclude the agreement electronically.

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

## ARTICLE 3 APPLICABILITY

- 3.1 These General Visitor Conditions apply to any Agreement that is concluded between MUSICAL MADNESS and the Visitor irrespective of the way this Agreement is concluded, and to any visit made by the Visitor to the Event Location.
- 3.2 If an Event is organized by a related MUSICAL MADNESS company, then the General Visitor Conditions will be applicable to this company. The conditions will be accessible in the same way as described in article 2. Companies and entities directly affiliated to MUSICAL MADNESS GmbH, include but not limited to INTO THE MADNESS GmbH.
- 3.3 MUSICAL MADNESS has the right to change these General Visitor Conditions in whole or in part at any time. MUSICAL MADNESS will notify the Visitor in a timely manner of changes to the General Visitor Conditions by reporting these on its Website and/or in the Social Media. If the Visitor considers that the changes are contrary to the principles of reasonableness

and fairness, the Visitor will be required to notify MUSICAL MADNESS thereof within 10 (ten) working days after notification, failing which the Visitor declares that is agreed to the changes.

- 3.4 The applicability of any general terms and conditions applied by the Visitor and Customer is expressly excluded by MUSICAL MADNESS.
- 3.5 The nullity of any provision of these General Visitor Conditions does not affect the validity of the other provisions of the General Visitor Conditions.
- 3.6 The purchase of an Admission Ticket may (also) be subject to the (general) conditions of the ticket service in addition to the General Visitor Conditions.
- 3.7 Staying at the Campsite designated by or on behalf of MUSICAL MADNESS may also be subject to (general) conditions and/or house rules of the relevant campsite in addition to the General Visitor Conditions and the House Rules.

#### **ARTICLE 4 OFFERS AND CONCLUSION OF THE AGREEMENT**

- 4.1 Information, offers, announcements, (promotional) special offers and quotations relating to Events and/or (the sale of) Admission Tickets are issued, represented or provided as accurately as possible by MUSICAL MADNESS and/or third parties orally, by telephone, e-mail, via the Website or Social Media. MUSICAL MADNESS does not accept liability for any inaccuracies or incompleteness in the aforementioned statements made by MUSICAL MADNESS and/or third parties.
- 4.2 An Agreement is concluded at the moment the Visitor or Customer has purchased an Admission Ticket from MUSICAL MADNESS or from an (Advance) Sales Outlet engaged by MUSICAL MADNESS or, at any rate, has accepted an offer by or on behalf of MUSICAL MADNESS to acquire an Admission Ticket, for payment or otherwise.
- 4.3 The Visitor that attends an Event of MUSICAL MADNESS may be offered products and/or services at that Event by Third Parties, such as food or beverages, merchandise items or other products such as sunglasses or clothing, or by providers of (fairground) attractions. Although MUSICAL MADNESS chooses these Third Parties with care, it is not a party to any agreement between the Visitor and the Third Party. MUSICAL MADNESS will not be liable under any circumstances for any damage arising from the purchase or procurement of a product or service by the Visitor, including a (fairground) ride of the Third Party. The Visitor indemnifies MUSICAL MADNESS against any claim for costs or damage that may arise from an agreement between himself and the Third Party. Any applicable general terms and conditions of the Third Party may be requested from this third party.

#### **ARTICLE 5 ADMISSION AND ADMISSION TICKET**

- 5.1 The Visitor is obliged, when entering the Event Location and during the period the Visitor is present at the Event Location, to hold a valid proof of identity and a valid Admission Ticket and show these at the first request of MUSICAL MADNESS employees, Event Location employees, security staff, the police and/or another competent authority.

- 5.2 An Admission Ticket is provided to the Visitor once and grants one Visitor access to the Event and the Event Location.
- 5.3 An Admission Ticket only grants the holder of the Admission Ticket access to the Event Location. It is the Visitor's personal responsibility to ensure that he or she becomes and remains the holder of the Admission Ticket. Admission Tickets are and remain the property of MUSICAL MADNESS.
- 5.4 An Admission Ticket may consist of a document issued by or on behalf of MUSICAL MADNESS or a barcode issued by or on behalf of MUSICAL MADNESS. The barcode is a unique code that is provided to the Visitor via means of electronic means of communication (for example by e-mail). If the Visitor has chosen to receive the Admission Ticket in this manner, the Visitor will be required to ensure that this Admission Ticket can be provided to him or her in a secure manner via the electronic means of communication. MUSICAL MADNESS guarantees neither the confidentiality nor the receipt of the Admission Ticket.
- 5.5 Only purchase via MUSICAL MADNESS or the (Advance) Sales Outlets engaged by it guarantees the validity of the Admission Ticket. The burden of proving such validity lies with the Visitor. The Visitor may be denied access to the Event Location if it were to become clear that the Admission Ticket was not obtained from MUSICAL MADNESS or from an (Advance) Sales Outlet engaged by MUSICAL MADNESS.
- 5.6 In the event the Visitor claims a discount when purchasing an Admission Ticket, the Visitor will be obliged to show the document that entitles to a discount.
- 5.7 MUSICAL MADNESS is entitled to search / inspect or arrange for Visitors to the Event to be searched / inspected before entering and/or during the Event. If the Visitor refuses to be searched / inspected, entry to the Event may be refused or the Visitor may be immediately removed from the Event, without any right to a refund of the amount of the Ticket.
- 5.8 The risk of the loss, theft, damage or abuse of the Admission Ticket rests with the Visitor from the moment the Admission Ticket has been made available to the Visitor. The Visitor is not entitled to a refund of the Admission Price or any other compensation in the event of loss, theft, damage or abuse of the Admission Ticket or if the Visitor does not use the Admission Ticket for any reason. Once an Admission Ticket has been obtained it cannot be returned or exchanged.
- 5.9 The Visitor is not permitted to remove and/or modify statements in respect of copyrights, trademarks, logos, trade names and/or other industrial or intellectual property rights of MUSICAL MADNESS, its licensors and/or (Advance) Sales Outlets, from the Admission Ticket or to have such done.
- 5.10 MUSICAL MADNESS reserves the right set a maximum number of Admission Tickets that may be acquired by each (potential) Visitor; the (potential) Visitor is obliged in such cases to comply therewith.
- 5.11 Articles 5.1 to 5.10 apply in full to Customers.

## **ARTICLE 6 PROHIBITION ON SELLING ON ADMISSION TICKETS**

- 6.1 It is prohibited to sell the Admission Ticket in any way to a third party, to offer it for sale or to provide it to third parties for commercial purposes.
- 6.2 The Visitor is not allowed to advertise or create any other form of publicity in connection with the Event and/or any part thereof, or cause such to be done.
- 6.3 If the Visitor makes the Admission Ticket available to third parties for no consideration and for non-commercial purposes, the Visitor will be obliged in such cases to impose all obligations arising for the Visitor from the Agreement or from these General Visitor Conditions in full on those third parties. The Visitor guarantees that the aforementioned third parties comply and/or will comply with all of those obligations.
- 6.4 If the Visitor fails to comply with the obligations arising from this article, MUSICAL MADNESS will have the right to designate the Admission Ticket as invalid and the Visitor will owe MUSICAL MADNESS an immediately due and payable penalty that is not subject to judicial mitigation of €5,000 (in words: five thousand euros) per Admission Ticket and €250 (in words: two hundred and fifty euros) per day this violation continues, without prejudice to all other rights of MUSICAL MADNESS, including the right to claim performance and/or full compensation as well. The holder of an invalid Admission Ticket is denied entry to the Event or to the Event Location and is not entitled to any compensation.
- 6.5 Articles 6.1 to 6.4 apply in full to Customers. MUSICAL MADNESS may nevertheless conclude different agreements with Customers in writing.

## **ARTICLE 7 LIABILITY**

- 7.1 Traveling to and from and entering, residing in and leaving the Event Location and attending the Event at the Event Location takes place entirely for the risk of the Visitor.
- The Visitor enters the Event venue, which may include any car park and/or camping site(s) and shuttle buses that are used to transport Visitors to the Event's entry point, and attends the Event at his own risk. MUSICAL MADNESS cannot be held liable for any damage which the Visitor has suffered in this regard.
- 7.2 MUSICAL MADNESS is not responsible and accepts no liability for any damage resulting from cancellation, changes to or relocation of an Event nor for any other damage whatsoever that results directly or indirectly from the acts or omissions of MUSICAL MADNESS and/or the Event Location, of persons employed by (either of) them, or other persons that have been employed by or on behalf of (either of) them, or of third parties, during the Event or in connection with the travel to and from or the stay at the Event Location, unless the damage results from intent or gross negligence on the part of MUSICAL MADNESS.

- 7.3 MUSICAL MADNESS is not liable and does not accept liability for the manner in which program of the Event is implemented, modified or otherwise, including the content and duration of the program of the Event.
- 7.4 MUSICAL MADNESS is liable without any restrictions for the wrongfully caused damage to life, body and health in connection with the event, in case the culpability can be attributed to MUSICAL MADNESS. The same applies to all cases of mandatory legal liability, especially under the Civil Obligations Act, and when taking guarantees.
- 7.5 In the event of a breach of essential contractual obligations (so-called key obligations) out of mere negligence, which are not covered by section 7.4 MUSICAL MADNESS's liability is limited to compensation for foreseeable, contractual usual damage. The key obligations of MUSICAL MADNESS include those obligations whose fulfilment is essential for the proper execution of the contract and on the observance of which you can regularly rely on.
- 7.6 In addition to the above, MUSICAL MADNESS is liable only in case of gross negligence or intentional breach of contract.
- 7.7 To the extent that the liability of MUSICAL MADNESS is excluded or limited in accordance with the preceding provisions, this also applies to the liability of its legal representatives and support staff.
- 7.8 MUSICAL MADNESS cannot be held liable for the loss property owned by the Visitor or the Customer such as clothing and/or other properties and does not accept any liability as such. If the Visitor is able to demonstrate by means of specific evidence that the loss of clothing and/or other property owned by the Visitor results exclusively from intent or gross negligence on the part of (employees of) MUSICAL MADNESS, MUSICAL MADNESS will, upon display of a valid receipt, pay compensation for the relevant property to that Visitor in the amount of the purchase amount subject to a maximum of €250 (in words: two hundred and fifty euros).
- 7.9 The Visitor is expressly aware of the fact that loud music may be played during the Event and on or near the Event Location. MUSICAL MADNESS advises Visitors to protect their hearing during the Event using special ear plugs and allowing their hearing to rest from time to time by going to an area where no music is played.

## **ARTICLE 8 CANCELLATION OR RELOCATION OF THE EVENT**

- 8.1 MUSICAL MADNESS has the right to change an Event or parts thereof. MUSICAL MADNESS will refund the Admission Price, with the exception of the service and administration costs, to the original purchaser of the Admission Ticket at the written request of the Visitor only if the Event is cancelled entirely.
- 8.2 MUSICAL MADNESS has the right to cancel or relocate all or part of an Event. It is the responsibility of the Visitor to verify whether (parts of) an Event is to be or has been cancelled or is to be or has been relocated and, should this be the case, to find out the new date or the new venue. If an Event is cancelled or relocated, MUSICAL MADNESS will endeavor to ensure that, as soon as it becomes aware thereof, the Visitor is notified thereof. MUSICAL MADNESS cannot guarantee, however,

that the Visitor receives this information before the start of the Event. MUSICAL MADNESS is not liable for any damage in this respect.

8.3 In principle, Admission Tickets for Events that are relocated remain valid for that relocated Event. Visitors can contact MUSICAL MADNESS at [info@musical-madness.de](mailto:info@musical-madness.de) for more information.

8.4 If an Event is moved to a different date by or on behalf of MUSICAL MADNESS, for example as a result of or in connection with force majeure, the Admission Ticket will remain valid for new date on which the Event will take place. If the Visitor is unable or unwilling to attend the Event on the new date, the Visitor will have the right to return the Admission Ticket to MUSICAL MADNESS or to an (Advance) Sales Outlet engaged by MUSICAL MADNESS against refund of the compensation that is stated on the Admission Ticket, irrespective of the price the Visitor paid for the Admission Ticket. Service and/or administration costs will not be compensated.

## **ARTICLE 9 GENERAL HOUSE RULES MUSICAL MADNESS**

9.1 Unless otherwise stated in the House Rules, Visitors to the Event and the Event Location must in principle be at least 18 years of age. Employees of MUSICAL MADNESS or the Event Location and/or security staff always have the right to demand that the Visitor identifies himself by means of a valid proof of identity. If and as soon as it becomes clear that the Visitor has not yet reached the age of 18, the Visitor may be denied access to the Event and/or the Event Location, without the Visitor being entitled to compensation of the Admission Price and any service and/or administration costs charged and/or costs that arise otherwise.

9.2 The MUSICAL MADNESS House Rules apply to each visit by the Visitor to the MUSICAL MADNESS Events. Visitors are required to act in accordance with these House Rules of MUSICAL MADNESS and/or the Event Location and in accordance with the prevailing social standards of decency and public morality. If the Visitor does not act in such a manner in the opinion of the employees of MUSICAL MADNESS and/or the Event Location and/or security staff, the Visitor may be confronted in this connection by employees of MUSICAL MADNESS and/or the Event Location and/or security staff. In the event the House Rules are violated or in case of any repeated or continued conduct on the part of the Visitor that is not in accordance with the aforementioned House Rules and the prevailing social standards of decency and public morality, the Visitor may be denied access to the Event and, if necessary, the Visitor may be handed over to the police, without the Visitor becoming entitled to compensation of the Admission Price of the Admission Ticket and any service and/or administration costs charged and/or other costs.

9.3 Only small cameras and mobile phones with a camera function are permitted on the Event. Reflex cameras, cameras with zoom lenses or with any type of video function are not permitted. Video cameras and audio recording devices of all types,



such as tape recorders, audio recorders and dictation devices are also prohibited. MUSICAL MADNESS may refuse the attendee entry to the event site if the attendee is unwilling to leave behind the prohibited devices.

9.4 MUSICAL MADNESS has the exclusive right to the commercial exploitation of audio and audio-visual recordings of the event. The recording, broadcasting, public display and making publicly available of any such recording for commercial purposes is prohibited. This includes the exploitation of such recordings via the internet for commercial purposes.

9.5 MUSICAL MADNESS has the right make or have made sound and/or visual recordings of (parts of) the Event, including Visitors, during the Event. Visitors who visit an Event:

- a. expressly agree to the recording and/or (re)use of his/her name, voice, portrait and/or image and persona by means of sound and/or visual recordings, broadcast live or otherwise, (re)broadcasting or other forms of publication, reproduction and/or distribution, in any manner whatsoever and via any media or technologies whatsoever, known now and/or in the future;
- b. consents expressly, irrevocably and unconditionally to the (re)use as referred to under (a), for an indefinite period, worldwide and for no consideration;
- c. will hold liable neither MUSICAL MADNESS nor the parties who make use of visual and/or audio materials with the permission of MUSICAL MADNESS, for commercial purposes or otherwise, for the (re)use of such visual and/or audio material;
- d. expressly waives towards MUSICAL MADNESS and its licensees his/her portrait and image rights, personality rights to the extent it concerns visual and/or audio materials in and around the Event Location whereby the Visitor is shown in an identifiable manner; and
- e. acknowledges that a video surveillance system is operational and agrees that video recordings can be made of him/her by or on behalf of MUSICAL MADNESS within the context of public order and safety.
- f. acknowledges that any intellectual property rights, including copyrights and neighbouring rights, with respect to the image and/or sound material created by or on behalf the Visitor become jointly owned by MUSICAL MADNESS; the Visitor will cooperate at MUSICAL MADNESS's first request and for no consideration in all possible formalities required to realize a transfer of rights or other granting of rights; MUSICAL MADNESS has the right at all times to use or cause the use of the image and/or sound material created by or on behalf of the Visitor as referred to above, in any manner whatsoever.

9.6 Without the prior written permission of MUSICAL MADNESS, the Visitor is not allowed to hand out or cause to be handed out promotional material, including samples, advertising material and/or brochures, at the Event Location, to the extent such is permitted by law.

- 9.7 In principle, smoking at the Event Location is only allowed in the designated (smoking) area(s). Smoking outside these (smoking) areas is expressly not allowed. MUSICAL MADNESS will endeavor within reason to point out the smoke-free nature of (parts of) the Event Location to the Visitor. Nevertheless, MUSICAL MADNESS does not guarantee that the Event will be entirely smoke-free. The fact that the Event may not be entirely smoke-free does not entitle the Visitor to a refund of the Admission Price or any other compensation. The Visitor will be immediately removed from the Event and the Event Location if the Visitor violates the smoking ban. Any fines imposed on MUSICAL MADNESS as a result of the violation of the smoking ban on the part of the Visitor will be recovered from the Visitor.
- 9.8 MUSICAL MADNESS will do everything that is within its power within reason to guarantee the Visitor's safety as much as possible while the Visitor is at the Event Location. The Visitor is therefore obliged, within the context of safety in or around the Event Location, at the first request of employees of MUSICAL MADNESS and/or the Event Location, security personnel, police and/or another competent authority:
- a. to render his or her cooperation in the investigation of clothing (search), both when entering the Event and the Event Location and during the stay at the Event and the Event Location;
  - b. to allow inspection of items carried (bags, backpacks, carrier bags), both when entering the Event and the Event Location and during the stay at the Event and the Event Location; and/or
  - c. passing through a security gate; and/or
  - d. showing identification both when entering the Event and the Event Location and during the stay at the Event and the Event Location.
- 9.10 MUSICAL MADNESS and its cooperating partners, including the Event Location and security personnel, have the right referred to above in article 9.8 (a) and (b) to search the Visitor or have the Visitor searched and to search or have searched any bags, backpacks, carrier bags brought in by the Visitor. Visitors who do not wish to submit to the above may be refused or denied access to the Event and the Event Location without being entitled to a refund of the Admission Price or other compensation.
- 9.11 The Visitor is not allowed to loiter (unnecessarily) in front of emergency exits and places in or around the Event Location where fire extinguishers are located or where other fire-resistant and/or safety measures have been implemented.
- 9.12 The Visitor is expressly not allowed to bring or have glass, plastic bottles, cans, fireworks, drugs, (fire) arms and/or other dangerous objects and/or substances (including spray cans and CS gas), food and/or (alcoholic) beverages and/or pets or animals, at the Event Location, subject to confiscation of these items or substances and/or transfer to the police. Confiscated items or substances are not returned and may be destroyed.
- 9.13 The Visitor is not allowed to impair and/or damage the (inventory of the) Event Location or the vicinity of this location in any manner whatsoever. The Visitor is not allowed either to harm the reputation of MUSICAL MADNESS, its Events or its possible cooperating partners or cause it to be harmed. If the Visitor damages (the inventory of) the Event Location or the vicinity of

this location and/or the reputation of MUSICAL MADNESS in any way, its Events and its possible cooperating partners, the Visitor will be obliged to compensate this damage.

- 9.14 The Visitor is obliged to comply at the first request with instructions, regulations and/or the directions of employees of MUSICAL MADNESS and/or the Event Location, security personnel, the police and/or another competent authority. These instructions may also relate to the prevention of the (undesirable) formation of groups, aggressive behaviour, immoral or offensive behaviour, discrimination, defamation, threats, wearing provocative clothing, signs, badges, hats and flags etc.
- 9.15 MUSICAL MADNESS may impose further conditions on access to an Event and the stay at the Event Location with or without consultation with one or more of its cooperating partners such as carriers (shuttle traffic), security personnel, the fire brigade, the police, and other emergency services.
- 9.16 If the Visitor refuses to comply with the (safety) regulations referred to in article 9 and/or other instructions or prohibitions issued by or on behalf of MUSICAL MADNESS, the Visitor may be denied access to the Event and/or the Event Location and removed from the Event Location, without being entitled to any compensation of the Admission Price of the Admission Ticket and any service and administration costs charged and/or costs that arose otherwise or any other compensation.
- 9.17 MUSICAL MADNESS employees and/or the Event Location, security personnel, the police and/or other competent authority have the right to demand that the Visitor come with them in the event of a violation as referred to in this article 9. In such cases, the Visitor will always cooperate in such a request voluntarily, without resistance, and may then be removed from the Event Location and requested to provide a copy of his valid proof of identity to the relevant person(s). The Visitor will cooperate in such a request voluntarily and without resistance. MUSICAL MADNESS will decide during or after the Event, in consultation with the authorities involved, whether the Visitor will be denied access to one or more MUSICAL MADNESS Events.
- 9.18 Vouchers or tokens for food & beverages purchased during the Event or during the stay at the Event Location are only valid during the relevant Event and can only be exchanged by the Visitor during the Event. MUSICAL MADNESS will never refund the purchase amount of these vouchers or coins after the Event has ended.

## **ARTICLE 10 FORCE MAJEURE**

MUSICAL MADNESS cannot be held liable for damage sustained by a Visitor and/or Customer that results from force majeure in the broadest sense of the word and does not accept any liability as such. Force majeure includes: strikes, fires, extreme weather condition, epidemics and all other circumstances that are beyond MUSICAL MADNESS's control. In the event of force majeure, MUSICAL MADNESS will have the right to move the Event to another date or to cancel the Event in whole or in part or to change (parts of) content of the program of the Event.

## ARTICLE 11 PRIVACY AND PERSONAL DATA

- 11.1 Concluding an agreement with MUSICAL MADNESS means that the Visitor's personal and other data may be collected, recorded and stored in a data file. The personal and other data provided by the Visitor are processed by or on behalf of MUSICAL MADNESS.
- 11.2 The processing of personal and other data provided by the Visitor are subject to the MUSICAL MADNESS Privacy Policy, which can be consulted on the Website ([www.musical-madness.de/privacy-policy/](http://www.musical-madness.de/privacy-policy/)). MUSICAL MADNESS will handle the personal and other data it has obtained with due care and process them exclusively in accordance with the Personal Data Protection Act.
- 11.3 When concluding the agreement with MUSICAL MADNESS, the Visitor explicitly consents to the processing of personal and other data in accordance with MUSICAL MADNESS's Privacy Policy.
- 11.4 In the event image and/or sound recordings are made using security cameras during the Event and/or the Visitor's stay at the Event Location, MUSICAL MADNESS will have the right to hand these over to third parties, including the police and judicial authorities, in the case of (imminent) emergencies, violations and/or crimes.

## ARTICLE 12 COMPLAINTS

MUSICAL MADNESS will do everything that is within its power within reason to make the Visitor's stay as enjoyable as possible at the Event Location during the Event. In that connection, MUSICAL MADNESS will limit as much as possible any nuisance or inconveniences for the Visitor and guarantee the safety of the Visitor as much as possible. In the unlikely event the Visitor has complaints concerning the performance of the Agreement and/or the services of MUSICAL MADNESS, the Visitor can report these in writing by sending an e-mail to [info@musical-madness.de](mailto:info@musical-madness.de). Complaints on the part of the Visitor must be reported to MUSICAL MADNESS within at most 7 (seven) days after the date of the stay at the Event Location.

## ARTICLE 13 DISPUTES

- 13.1 The laws of the Federal Republic of Germany shall apply exclusively, with the exception of German provisions on conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. If the Visitor is the Consumer and has purchased their ticket online, then MUSICAL MADNESS advises to dispute resolutions via the European Commission platform here: <https://ec.europa.eu/consumers/odr/main/>. The e-mail address of MUSICAL MADNESS is [info@musical-madness.de](mailto:info@musical-madness.de).
- 13.2 If a provision of these General Visitor Conditions is or becomes invalid or unenforceable, Section 306, German Civil Code, shall apply.