

## **Terms and Conditions FootballTickets2Go**

### **Article 1 Definitions**

**1.1** The following definitions are used in this Agreement:

**customer**

The party that makes a purchase via FootballTickets2Go for an Event;

**Terms and Conditions**

These FootballTickets2Go Terms and Conditions;

**Code**

Code, linked to a specific Customer/order, which is stated on the (purchased) ticket;

**Entrance fees**

Price of tickets, without including any additional costs;

**Event**

The public or private event in which by way of example, but not exclusively - a performance of an artistic and/or sporting nature is performed, including but not limited to - a musical, theatre, theater or musical performance, a concert, show or a sports event;

**Location**

The place where the Event is held;

**Organizer**

The party that commits to and is responsible for the organization of the Event; Agreement

The relevant Agreement between the Organizer and the Customer for the provision of services against payment in connection with an Event, which is established through mediation by FootballTickets2Go;

**Ticket**

The admission ticket to an Event;

**FootballTickets2Go . websites**

All websites that use the services and/or software of FootballTickets2Go in order to enable the sale of Tickets;

**1.2** The headings above the articles of these General Terms and Conditions are solely for and for the purpose of the explanation thereof and are otherwise without meaning.

**1.3** The present General Terms and Conditions apply to all services and offers that are provided or made through the intermediary of FootballTickets2Go, to every order for Tickets and to every Agreement. These General Terms and Conditions can only be deviated from in writing if legally signed. In that case, all other provisions of these General Terms and Conditions will remain in force.

**1.4** The General Terms and Conditions of the Organiser, as well as the General Terms and Conditions of the holders of the Locations, also apply to the Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and the aforementioned terms and conditions, the provisions of these General Terms and Conditions shall prevail. In the event of a conflict between the General Terms and Conditions of the Organizer and those of the holders of the Locations, the General Terms and Conditions of the Organizer shall prevail. Copies of the General Terms and Conditions of the holders of the Locations or of the Organizer are available on request from the holders of the relevant Locations or from the Organizer.

### **Article 2 Conclusion of Agreement**

**2.1** FootballTickets2Go acts as an intermediary in the conclusion of the Agreement between the Buyer and the Organizer when offering and selling (reservations for) Tickets. FootballTickets2Go is expressly not part of the Agreement that is concluded through the purchase of a Ticket. The Agreement is concluded in accordance with the provisions of Article 2.2 after the Customer has placed an order for one or more Tickets via FootballTickets2Go. FootballTickets2Go provides the tickets for the relevant event on behalf of the Organizer.

**2.2** Method of conclusion of the agreement:

i. If and as soon as the Customer and FootballTickets2Go have determined the date of the order, the rank of the Ticket, the number of Tickets, the price of the Tickets and any additional costs, the reservation will be entered as final in the automated reservation system of FootballTickets2Go;

- ii. Agreement is definitively final if and as soon as FootballTickets2Go has received the confirmation of the booking by the Customer; ( both via the website, e-mail or WhatsApp ).
  - iii. If the Agreement has been concluded via the FootballTickets2Go website, then the customer must make the payment within 24 hours and the Agreement will be confirmed to the Customer by e-mail after receipt of the payment;
  - iv. If no authorization of the payment is obtained by the Customer, then the Customer will receive a notification by e-mail of the failure of the transaction and that the payment must be made within 24 hours.
  - vi. Footballtickets2Go has the right to cancel the ordered tickets within 24 hours, if it turns out that the tickets are not available due to unforeseen circumstances. This may be because the tickets via last minute booking are sold out or can no longer be delivered for certain reasons, of which FootballTickets2Go was not aware in advance.
- 2.3** An Order is irrevocable for the Customer. It is not possible to make changes to an agreement that has been concluded.

### **Article 3 Tickets**

**3.1** The Tickets delivered by FootballTickets2Go are and remain the property of the Organizer and are delivered by FootballTickets2Go to the Customer under the condition that it is not permitted without the prior written consent of the Organizer and/or FootballTickets2Go:

- i. Sell the Tickets to third parties or provide the Tickets in any other way commercially, directly or indirectly to third parties;
- ii. To offer the Tickets in commercial communications – in any way whatsoever – or to refer to the admission tickets in any other way; iii. if the under i. or ii. the aforementioned situation occurs, FootballTickets2Go and/or Organizer will invalidate the Tickets; holders of those Tickets will be denied access to the event, without any right to compensation.

**3.2** FootballTickets2Go and/or the Organizer can also impose a fine to be determined on the Customer.

**3.3** Only the holder of the Ticket who is the first to show the Ticket at the start of the event will be granted access.

**3.4** FootballTickets2Go and/or the Organizer reserve the right to set a maximum number of Tickets to be reserved. Reservations that exceed this maximum will be adjusted / canceled for the excess (above the maximum) reserved tickets.

**3.5** The prices for Tickets are higher than the prices printed on the Tickets by FootballTickets2Go in connection with possible additional reservation costs. Also, in many cases the tickets are not bought directly from the clubs themselves, so we are designated ticket dealers or other providers. These use higher prices than stated on the ticket.

i. FootballTickets2Go wants to offer you the best possible seats, so we occasionally use season and club tickets. If your ordered seats are no longer available, FootballTickets2Go has the right to upgrade the seats to better (and often more expensive) seats. The season/club cards will be delivered to your hotel and must be returned to the reception of your hotel immediately after the game.

**3.6** The additional reservation costs may differ based on the manner and time of purchase. All costs are shown with the order. No costs will be charged other than the costs shown.

**3.7** After receipt of the ordered Tickets, these must be checked by the Customer.

In the event of an incorrect delivery, for example in the case of incorrectly printed tickets (wrong price / place category or wrong event), the Customer will receive a new delivery on first written request and without additional costs, provided that the Customer has already returned tickets to FootballTickets2Go. Such a request must contain the relevant details and reasons. If the customer has not informed FootballTickets2Go in writing within 7 days before the start of the event, FootballTickets2Go can decide not to exchange the Tickets.

**3.8** FootballTickets2Go reserves the right at all times to refuse Orders from Customers.

**3.9** The delivery of the match tickets can be done in 3 ways, namely:

1. You will receive e-tickets by email or WhatsApp (you will receive these at least 24 hours before the match). You can print the e-tickets yourself, in case the tickets come via WhatsApp, you can save them in the wallet of your phone.
2. Registered by post in advance in the Netherlands (you will receive the tickets no later than 2 days before the match).
3. Hotel delivery (we will request the hotel details from you 1 week before the competition and the tickets will be delivered to the reception on the competition day before 10:00 in the morning at the latest),

## **Article 4 Payment method**

**4.1** FootballTickets2Go accepts various payment methods. The full list can be requested from FootballTickets2Go. The availability of payment methods to place the Order for an Event may differ per Event and/or distribution channel.

**4.2** The websites and/or the part of the website that is intended for the sale of Tickets is secured, so that misuse of your data is excluded.

**4.3** FootballTickets2Go has set additional security requirements for the use of payment methods. It is therefore possible that certain payment methods are not available to everyone.

## **Article 5 Liability**

**5.1** FootballTickets2Go cannot be regarded as the Organizer of the Event and is therefore not responsible for and does not guarantee the (artistic) quality and content of the Event and the course of events in or around the Location and accepts based on this information no liability whatsoever.

**5.2** If and insofar as the Event is canceled by the Organizer or the Location Holder, FootballTickets2Go will never reimburse the Customer more than the ticket price, insofar as this has demonstrably been paid to FootballTickets2Go. Any additional costs that the Customer has paid for the services of FootballTickets2Go will not be reimbursed. FootballTickets2Go accepted In such a case, never be liable for any direct or indirect costs and/or expenses and/or expenses and/or any other damage that the Customer may suffer.

**5.3** If and insofar as FootballTickets2Go has transferred the amount paid by the Customer for the delivery of Tickets to the Organizer of the Event and the latter is unwilling or unable to refund the relevant amount to FootballTickets2Go in the event of cancellation of the Event FootballTickets2Go is not obliged to refund the amount paid by the Customer to FootballTickets2Go.

**5.4** FootballTickets2Go can never be held liable for any damage as a result of death, injury, accident, injury, loss, damage or theft caused by the Customer prior to, during or as a result of a visit to the Event or the Location.

**5.5** If and insofar as FootballTickets2Go is unable to fulfill its obligations towards the Customer in whole or in part as a result of force majeure, the Customer cannot derive any right to compensation from this. When a match is postponed or rescheduled, the match tickets remain valid for the new match date. There is no right to a refund.

**5.6** Force majeure includes: tickets not available due to unforeseen circumstances, war, threat of war and riots, obstructive measures by both domestic and foreign governments, death of one or more members of the Royal House, serious calamities, fire, strikes, failure of and damage to equipment and equipment of operating systems, blockage / strike of transport, flooding, lockouts and sabotage and in general all unforeseen circumstances both at home and abroad, as a result of which compliance with the Agreement can no longer reasonably be expected from FootballTickets2Go .

**5.7** FootballTickets2Go does not accept any liability for loss or damage of Tickets by the Customer for whatever reason. From the moment that the admission ticket is made available to the customer, the customer therefore bears the risk of loss, theft, damage or misuse of the Ticket.

**5.8** FootballTickets2Go does not accept any liability for the purchase and delivery of Tickets that do not take place at FootballTickets2Go; FootballTickets2Go also does not accept any liability for Agreements that, whether or not at the request of the Customer, are not fully settled by FootballTickets2Go and in which a third party, such as a cash register at the Location, is directly or indirectly involved.

**5.9** FootballTickets2Go can never be held liable for missing a match. FootballTickets2Go tries to provide the correct information on the website as completely as possible, but the customer must always check the correct match details of the relevant match before departure. The customer must therefore check the data himself on the website of the home team. When ordering the tickets, it is also clearly stated per match whether a match has been definitively determined or whether the match can still be rescheduled. However, no rights can be granted to this.

## **Article 6 Privacy**

**6.1** FootballTickets2Go processes the personal data of the Customer in accordance with the Personal Data Protection Act.

**6.2** The data will be collected, processed and used by FootballTickets2Go in an automatic system to explain, shape or change the Agreement to the extent necessary.

**6.3** If the Customer gives explicit permission for this, this data will be used for commercial purposes, including processing for direct marketing purposes. These processing operations are also carried out by third parties. The Customer has the right to object to the processing for commercial and direct marketing purposes. FootballTickets2Go will immediately terminate this method of processing at the Customer's first request.

## **Article 7 Intellectual Property Rights**

**7.1** All intellectual property rights with regard to the name, logo, and any text and (advertising) music of FootballTickets2Go as well as with regard to the company formula used by FootballTickets2Go in general rest with FootballTickets2Go. It is the

The customer is not allowed to make these directly or indirectly public and/or to reproduce or otherwise use or to link to these, without the prior written permission of FootballTickets2Go.

**7.2** All intellectual property rights with regard to the name of the Event, the Location, logos and the like are vested in the Organizer or with the original rightful claimants of the relevant Event or with the holder of the Location. The Customer is not permitted to make these publicly available or have them made public, directly or indirectly, and/or to reproduce or otherwise use or link up with these, except in the case of prior written consent of the rightholders concerned.

## **Article 8 Code of Conduct for Organizers and Locations**

**8.1** The Customer must at all times comply with the rules of conduct applicable by the Organizer and the Location Holder with regard to the Event for which FootballTickets2Go supplies the Tickets.

**8.2** The Organizer, Location Holder, the security personnel and/or the police are entitled to search the Customer for the possession of unauthorized objects prior to the Event and to seize them, after permission has been granted or if there is a suspicion in the meaning of Article 27 of the Code of Criminal Procedure. If the requested permission is not granted, the Organizer, the security personnel and / or the police have the right to refuse access to the data subject. Seized objects will be returned to the owner after the Event, as far as possible, unless there are legally prohibited objects.

**8.3** The Organizer and the Venue Holder reserve the right at all times to deny visitors who arrive after the start of the Event access to the Venue.

**8.4** The Organizer and the Location Holder reserve the right at all times to make (or have others made) image and/or sound recordings of the Event. The Customer declares that he is aware of and agrees with the foregoing and already waives the right to oppose the use of his portrait / likeness in the context of the publication and reproduction of the aforementioned recordings.

## **Article 9 Complaints procedure and Right of Withdrawal**

### **Complaints**

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

Complaints about the implementation of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.

The consumer must give the entrepreneur at least 4 weeks to resolve the complaint in mutual consultation. After this term, a dispute arises that is subject to the dispute settlement procedure.

From February 15, 2016, it is also possible for consumers in the EU to register complaints via the ODR platform of the European Commission. This ODR platform can be found at

<http://ec.europa.eu/odr>. If your complaint is not yet being handled elsewhere, you are free to file your complaint via the European Union platform.

We must make a privacy statement together, it is important that you know through which software system we do our sales and which software system we use for the mailing  
Just click here and you can see it <https://www.webwinkelkeur.nl/kennisbank/juridische-steun/gdpr-avg-ready-maken-webwinkel/privacy-policy-generator/>

### **Right of withdrawal**

Tickets purchased through this web shop are ordered immediately. Because the (provisional) playing date and location are fixed when purchasing these tickets, the right of withdrawal does not apply. The sale is final after successful payment.

### **Article 10: Reviews and Web Store Approval**

We collect reviews via the WebwinkelKeur platform. If you leave a review via WebwinkelKeur, you are obliged to provide your name and e-mail address. WebwinkelKeur shares this information with us, so that we can link the review to your order. WebwinkelKeur also publishes your name on its own website. In some cases WebwinkelKeur may contact you to explain your review. In the event that we invite you to leave a review, we will share your name and email address with WebwinkelKeur. They only use this information for the purpose of inviting you to leave a review. WebwinkelKeur has taken appropriate technical and organizational measures to protect your personal data. WebwinkelKeur reserves the right to engage third parties for the provision of the service, for which we have given permission to WebwinkelKeur. All the above-mentioned guarantees with regard to the protection of your personal data also apply to the parts of the service for which WebwinkelKeur engages third parties.

### **Article 11 Amendment to General Terms and Conditions**

FootballTickets2Go reserves the right to change these terms and conditions. The changes will take effect immediately after posting the new terms and conditions on the FootballTickets2Go website.