

GENERAL TERMS AND CONDITIONS FOR CONSUMERS

General terms and conditions applicable between Bromios Event Crafters and it's visitors.

When you order your ticket(s), you are obliged to agree with the general terms and conditions of WiSH Outdoor/Camp WOW! as stated below. If you do not agree with these terms and conditions, you will not be able to buy a ticket. Please read the general terms and conditions.

OPENING HOURS WiSH OUTDOOR

Saturday, October 23th, 2021: 14:00h – 00:00h

Sunday, October 24th, 2021: 14:00h – 23:00h

On Saturday and Sunday - It will be possible to check in until 21:00h. After this time access will be denied.

WiSH Outdoor has the right to refuse entry to anyone who arrives after the check-in hours stated above.

1. DEFINITIONS

In these General Terms and Conditions the terms listed below have the following meaning:

WiSH Outdoor/Camp WOW!:

The user of these General Terms and Conditions and also the business (Wish Outdoor Nederland BV) that carries out the activities described in Article 3.

Buyer:

A natural person who is not acting in the context of practising a profession or running a business and who concludes a Contract of Sale to purchase a Ticket for a WiSH Outdoor/Camp WOW!

Visitor:

A visitor to the Festival and/or Campsite of WiSH Outdoor/Camp WOW!

Festival:

The Festival organised by WiSH Outdoor/Camp WOW! for which the Buyer has purchased a Ticket.

Festival Site:

The site on which the Festival takes place.

Campsite:

The site adjacent to the Festival Site where the Visitor can sleep overnight.

Ticket:

The document that serves as the admission pass for the Festival Site and/or Campsite.

Ticket Service Office:

An office that intermediates in the sale of official Tickets.

Ticket Price:

The price of a Ticket, inclusive of VAT.

Working Days:

Mondays to Fridays, with the exception of official public holidays.

Agreement:

The Agreement that the Buyer and WiSH Outdoor/Camp WOW! conclude for the purchase of a Ticket for WiSH Outdoor/Camp WOW!, which is governed by these General Terms and Conditions.

General Terms and Conditions:

These General Terms and Conditions.

Front Area:

The area in front of the entrance to the Festival, including the car park.

2. APPLICABILITY

1. These General Terms and Conditions govern the conclusion and performance of all Agreements that WiSH Outdoor/Camp WOW! and the Buyer conclude. WiSH Outdoor/Camp WOW! advises the Buyer to read these General Terms and Conditions thoroughly.
2. WiSH Outdoor/Camp WOW! explicitly rejects the applicability of any other terms and conditions of the Buyer's.
3. The parties may agree on changes in respect of the General Terms and Conditions only in writing. WiSH Outdoor/Camp WOW! is entitled to amend the General Terms and Conditions and to declare the amended General Terms and Conditions applicable. The applicable General Terms and Conditions (or amended General Terms and Conditions) can be consulted at the Chamber of Commerce (see Article 24(3) of the General Terms and Conditions).

3. COMMERCIAL ACTIVITIES

1. WiSH Outdoor/Camp WOW! are commercial names of Wish Outdoor Nederland BV's. Wish Outdoor Nederland BV is registered with the Chamber of Commerce under number 69414297.
2. WiSH Outdoor/Camp WOW!'s commercial activities consist, among other things, of organising events, in the broadest sense of the word.
3. WiSH Outdoor/Camp WOW! makes every possible effort to provide a successful Festival and to live up to the justified expectations in respect of the Festival.

4. CONCLUSION AND CONTENT OF THE AGREEMENT

1. All offers, including advertisements and prices as listed on the website (www.wishoutdoor.com), made by WiSH Outdoor/Camp WOW!'s are without engagement.
2. The Agreement will be concluded when the Buyer has accepted the offer made by WiSH Outdoor/ Camp WOW! The offer can be accepted either directly or through the intermediation of the Ticket Service Office. If possible the offer should be accepted in writing or electronically. After the Agreement has been concluded, the Buyer will receive confirmation of the conclusion of the Agreement, either in writing or electronically, including an invoice.
3. WiSH Outdoor/Camp WOW! will be entitled to revoke an offer within 24 hours after the Buyer has accepted it, in which case the Buyer will be entitled to receive a refund of the Ticket Price.

4. Obvious typographical errors and mistakes on the WiSH Outdoor/Camp WOW! website or in offers, order confirmations, on Tickets and/or on other documents will not bind WiSH Outdoor/Camp WOW!

Obvious typographical errors and mistakes are typographical errors and mistakes that are or should be obvious to the average Buyer.

5. CANCELLATION OF THE AGREEMENT

1. WiSH Outdoor/Camp WOW! will be entitled to cancel the Agreement at any time in the event that the number of Tickets that have been sold is less than the required minimum number of Tickets to be sold. WiSH Outdoor/Camp WOW! will indicate that explicitly, including the required minimum number of Tickets to be sold, in the offer for the Festival. The Agreement must be cancelled in writing. In such cases the Buyer will be entitled to receive some form of compensation. In the event that the Buyer has given the Ticket that he has purchased to another person as a gift, it will be the Buyer's responsibility to inform the person who has received the Ticket of the cancellation in a timely manner – and in any event within one week after receipt of the written cancellation by WiSH Outdoor/Camp WOW! The compensation will be given to the person who is registered with WiSH Outdoor/Camp WOW! as the Buyer of the Ticket.

2. WiSH Outdoor/Camp WOW! will be entitled to cancel the Agreement at any time due to weighty circumstances. Weighty circumstances are taken to mean circumstances that are so weighty that WiSH Outdoor/Camp WOW! in all reasonableness cannot be expected to be bound by the Agreement. The notice of cancellation must be given in writing. In such cases the Buyer will be entitled to receive some form of compensation. In the event that the Buyer has given the Ticket that he has purchased to another person as a gift, it will be the Buyer's responsibility to inform the person who has received the Ticket of the cancellation in a timely manner. The compensation will be given to the person who is registered with WiSH Outdoor/Camp WOW! as the Buyer of the Ticket.

6. PRICE AND PAYMENT

1. The Buyer must pay the price indicated in the Agreement. All prices indicated by WiSH Outdoor/Camp WOW! are inclusive of VAT, unless the Agreement explicitly stipulates otherwise.

2. Payment must be made to WiSH Outdoor/Camp WOW! or to another party that WiSH Outdoor/Camp WOW! has engaged to handle the payments.

7. DELIVERY OF THE TICKETS

1. After payment has been made The Buyer will receive the Tickets prior to the event. The Tickets will be sent to the postal address or the e-mail address that the Buyer provided when he entered into the Agreement.

2. The term stipulated in subsection 1 of this Article is not of the essence. WiSH Outdoor/Camp WOW! must be given notice of default in the event that delivery is not made in a timely manner.

3. The term for delivery being exceeded will not entitle the Buyer to dissolve the Agreement, unless the term for delivery has been exceeded such that the Buyer receives the Tickets after the Event has taken place.

8. PROVISION OF INFORMATION BY WISH OUTDOOR/CAMP WOW!

1. WiSH Outdoor/Camp WOW! does not bear any responsibility for information contained in photographs, advertisements, websites and/or other media that have not been prepared or published by WiSH Outdoor/Camp WOW! or on its instructions.

9. PROVISION OF INFORMATION BY THE BUYER

1. When he enters into the Agreement the Buyer must provide personal details that are relevant to conclude or in any event to perform the Agreement. Such details include the Buyer's mobile telephone number and postal/e-mail address. The Buyer is obliged to provide the correct details. WiSH Outdoor/ Camp WOW! will consider the telephone number and postal/e-mail address that the Buyer has provided to be correct until such time as the Buyer has provided WiSH Outdoor/Camp WOW! with a telephone number and/or new postal/e-mail address.

10. PRIVACY

1. WiSH Outdoor/Camp WOW! will not use the personal details that the Buyer has provided for any purpose other than the purpose for which those details were collected: WiSH Outdoor/Camp WOW! uses the personal details that the Buyer provides solely in order to complete the order. The Buyer is deemed to consent to the processing of the personal details that he provides. WiSH Outdoor/Camp WOW! is bound by and uses the personal details in accordance with the provisions stipulated in the Dutch Personal Data Protection Act (Wet bescherming persoonsgegevens).

2. WiSH Outdoor/Camp WOW! will make audio and/or visual recordings of the Festival during the Festival (including but not limited to photographing and filming) for commercial purposes. The Visitor realises that he may appear in the recordings that WiSH Outdoor/Camp WOW! makes at the Festival. A Visitor to the Festival Site or the Campsite gives permission, by means of his entering the Festival Site or the Campsite, for audio and/or visual recordings that WiSH Outdoor/Camp WOW! makes of the Festival in which the Visitor might be visible and for the use of such recordings by WiSH Outdoor/Camp WOW! for commercial purposes.

11. THE VISITOR'S OBLIGATIONS

1. The Visitor to the Event is obliged to comply with all the house rules of and instructions given by WiSH Outdoor/Camp WOW! and by the auxiliary persons, servants and agents whom WiSH Outdoor/ Camp WOW! engages. The Visitor will be liable for any damage that is caused by his improper conduct, including but not limited to any damage that is the result of his failure to comply with the house rules of and instructions given by WiSH Outdoor/Camp WOW! and by the auxiliary persons, servants and agents whom WiSH Outdoor/Camp WOW! engages.

2. In the event that a Visitor causes so much hindrance or nuisance that it hampers the organisation of the Festival or interferes with the experience of other Visitors to the Festival, or in the event that the public order and safety at the Festival is compromised, that Visitor will be removed from the Festival Site and/or Campsite by WiSH Outdoor/Camp WOW! or in any event by the auxiliary persons, servants and agents whom WiSH Outdoor/Camp WOW! engages. A Visitor who is removed from the Festival Site and/ or Campsite for the foregoing reason will not be entitled to a refund of the Ticket Price.

12. TICKETS

1. Tickets must be purchased from WiSH Outdoor/Camp WOW! or the Ticket Service Office that WiSH Outdoor/Camp WOW! has engaged. The locations and official points of sale are listed on the website (www.wishoutdoor.com). WiSH Outdoor/Camp WOW! does not warrant the authenticity of Tickets that are not purchased through the official sales channels. WiSH Outdoor/Camp WOW! is not liable in any manner whatsoever for Tickets that have not been purchased through the official sales channels.

2. Tickets may not be exchanged or refunded after they have been purchased, except in the situation in which WiSH cancels the Agreement in accordance with Article 5.

3. A Ticket will be issued only once. One Ticket will grant access to the Festival Site and/or Campsite for one person.

4. It is prohibited to counterfeit or duplicate the Ticket(s) or to reproduce them in any other manner. It is also prohibited to resell Tickets to third parties.

5. WiSH Outdoor/Camp WOW! is entitled to set a maximum number of Tickets that each Buyer may purchase.

6. WiSH Outdoor/Camp WOW! is not liable for any damage to or loss of a Ticket. In the event that a Ticket is lost the Buyer will not be entitled to claim a replacement Ticket or a refund of the Ticket Price.

The line-up is subject to change. WiSH Outdoor/Camp WOW! will make every possible effort to guarantee all the acts that have been announced in advance, but under no circumstances

is the cancellation of or a change to the line-up a ground for a reimbursement of the Ticket Price.

13. ACCESS TO THE FESTIVAL SITE AND/OR CAMPSITE

1. The Festival Site and the Campsite may be entered only if a valid Ticket is shown. Only the Visitor who is the first to show the Ticket at the entrance will be granted access to the Festival. WiSH Outdoor/ Camp WOW! will be entitled to refuse to grant access to the Festival Site and/or Campsite in the event that the Ticket is so damaged that it is not possible to verify its authenticity. However, WiSH Outdoor/ Camp WOW! is not obliged to verify the validity of the Ticket and is entitled to assume that a Visitor is the person entitled to a Ticket.
2. WiSH Outdoor/Camp WOW! will be entitled to refuse to grant the holder of a Ticket access to the Festival Site and/or Campsite in the event that it is likely that the Ticket in question has been counterfeited. The holder of a Ticket who has been refused access will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.
3. WiSH Outdoor/Camp WOW! will be entitled to refuse to grant a Visitor access to the Festival in the event that it appears that the Visitor in question has been refused access to earlier Festivals. Such a Visitor will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.
4. WiSH Outdoor/Camp WOW! has set the minimum age for access to the Festival Site and the Campsite on Fridays and Saturdays at 18 years.
5. WiSH Outdoor/Camp WOW! is entitled to oblige Visitors to the Festival Site and/or Campsite to show proof of their identity. In the event that a Visitor cannot prove his identity WiSH Outdoor/Camp WOW! will be free to refuse to grant that Visitor access to the Festival Site and/or Campsite, or in any event to remove that Visitor from the Festival Site and/or Campsite. A Visitor who is refused access because he has not shown proof of his identity will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.
6. The Visitors are not permitted to have in their possession at the Festival Site or the Campsite any of the following objects that they have brought with them from outside the Festival Site and the Campsite: beverages (including alcoholic beverages) or food, drugs (and accessories related to drugs), glassware, cans, weapons, umbrellas, plastic bottles, instruments, promotional materials, selfiestick, nationalist and/or fascist symbols, football shorts, balaclavas, MC jackets, heavy chains, deodorant, suntan lotion, perfume, fireworks or other similar objects, objects that could disturb the public order and/or the safety of other visitors or that could endanger other property, animals and/or recording equipment. In the event that it discovers the presence of any such objects, WiSH Outdoor/Camp WOW! will be entitled to seize the objects. Objects that have been seized will not be returned. Moreover, WiSH Outdoor/Camp WOW! will be entitled to refuse to grant access to the Festival Site and/or Campsite to the Visitor on the basis of his having in his possession one or more of the

objects referred to above. A Visitor who is refused access will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.

7. The Visitors are permitted to bring with them the following objects to the Festival Site and the Campsite:

- non-professional photography equipment (any camera that has an interchangeable lens will be considered professional);
- small rucksacks;
- materials to support Visitors who have a physical impairment;
- small blankets and small towels;
- cosmetic products that are not excluded in the preceding subsection; and
- cigarettes and cigarette lighters.

8. WiSH Outdoor/Camp WOW! has the right to search Visitors (or to have Visitors searched) at the entrance to the Festival Site and/or Campsite. A Visitor who refuses to allow himself to be searched may be refused access to the Festival Site and/or Campsite. A Visitor who has been refused access as a result of his refusal to allow himself to be searched will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.

9. Visitors are not permitted to engage in any form of commercial trade on the Festival Site and/or Campsite and/or the Front Area. In the event that it discovers that a Visitor is engaged in such trade, WiSH Outdoor/Camp WOW! will be entitled to refuse to grant that Visitor access to the Festival Site and/ or Campsite, or in any event to remove that Visitor from the Festival Site and/or Campsite.. A person who has been refused access to the Festival Site and/or Campsite, or in any event a person who has been removed from the Festival Site and/or Campsite, as a result of trading as referred to above will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.

10. WiSH Outdoor/Camp WOW! applies the following opening hours for the Festival Site:

Saturday: 14:00h - 00:00h

Sunday: 14:00h - 23:00h

14. RECORDINGS

1. It is prohibited to make audio and/or visual recordings (including but not limited to photographing and filming) of the Festival Site and/or Campsite in a professional manner and/or to subsequently use such recordings for commercial purposes unless prior, explicit permission to do so have been obtained in writing from WiSH Outdoor/Camp WOW!

2. By being present at the Festival Site and/or Campsite the Visitor gives permission to photograph, film or record him and to have those data registered and saved. WiSH Outdoor/Camp WOW! may use such materials to promote WiSH Outdoor/Camp WOW! In addition, the Buyer will be recorded for the purposes of safeguarding the safety and protection of all of WiSH Outdoor/Camp WOW!'s visitors. If necessary, material will be recorded and saved by the police. Such material will be processed in order to prevent any

violation of the General Terms and Conditions and criminal offences. Images may be used to trace and identify suspects and/or perpetrators.

15. FESTIVAL SITE AND CAMPSITE HOUSE RULES

1. At the Festival Site and the Campsite the Visitor is prohibited from:

- being present at the Festival Site and/or Campsite without a valid ticket or without written permission from the WiSH Outdoor/Camp WOW! organisation;
- being present in the restricted areas (staff/private) of the Festival Site and/or Campsite;
- climbing in and/or on fences, tents, tables, stages, decorative objects and other infrastructural objects;
- obstructing exits (including emergency exits);
- promoting products and/or services without written permission to do so from the WiSH Outdoor/ Camp WOW! organisation;
- disguising himself in order to avoid being recognisable, with the possible purpose of disrupting the public order, rest and safety;
- selling beverages, food or any other product without written permission to do so from the WiSH Outdoor/Camp WOW! organisation;
- smoking in tents on the Festival Site;
- fines and damages occurring from indoor smoking or smoking where it is prohibited will be recovered by the offending visitor(s).
- disturbing, imitating or acting violently towards other Visitors in any manner whatsoever;
- behaving in a sexual or unseemly manner;
- crowd surfing and/or stage diving;
- entering locked areas;
- climbing onto stages; or
- damaging stages or scenery;

2. In the event that WiSH Outdoor/Camp WOW! discovers that a Visitor has violated a prohibition stipulated in the preceding subsection, WiSH Outdoor/Camp WOW! will be entitled to refuse to grant that person access to the Festival Site and/or Campsite. The person who has been refused access to the Festival Site and/or Campsite or in any event who has been removed from the Festival Site and/or Campsite as a result of the above-mentioned violation(s) will not be entitled to a refund of the Ticket Price or any other form of compensation of damage.

3. WiSH Outdoor/Camp WOW! considers solidarity, diversity and freedom to be principal values. It gladly shares those values with the Buyer, Visitor and other persons. WiSH Outdoor/Camp WOW! expects the Buyers and Visitors to respect those values and act in accordance with them at the Festival Site and the Campsite.

16. SURROUNDINGS

1. WiSH Outdoor/Camp WOW! cares about its surroundings and neighbourhood. It therefore expects the Buyer to respect both the neighbourhood and the natural surroundings. The Buyer is obliged to keep everything as clean as possible and to dispose of refuse in the many rubbish bins that are located on the Festival Site and the Campsite.
2. The Buyer is obliged to respect the neighbourhood when leaving the Festival Site and the Campsite. Urinating in public is prohibited. The Buyer is also requested to remain peaceful and to leave everything behind as clean as possible.

17. THE VISITOR'S OWN RISK

1. The Visitor attends the Festival at his own risk. The Visitor realises that loud music may be played during the Festival. Visitors are responsible themselves to rest their hearing in a timely manner if necessary by going to a quieter area on the Festival Site and/or Campsite. Visitors are responsible themselves for wearing ear protectors.

18. ZERO TOLERANCE

1. WiSH Outdoor/Camp WOW! pursues a strict zero tolerance policy with respect to drugs and accessories related to drugs. It is strictly prohibited to use, distribute, buy, sell or be in possession of drugs on the Festival Site or on the Campsite. In the event that WiSH Outdoor/Camp WOW! apprehends a Visitor with drugs and/or accessories related to drugs in his possession the Visitor will be requested to leave the Festival Site and/or Campsite, in which context the Visitor will have no right to claim a refund of the Ticket Price and/or any other form of compensation of damage. In the event that the quantity of drugs exceeds an amount suitable for one's own use the Visitor will be turned over to the local police.
2. In the event that the Visitor must bring medicine with him to the Festival Site and/or Campsite as a result of health problems, he may do so provided that the medicine in question is brought in a closed box and is accompanied by a doctor's statement or medical certificate. This provision also applies in respect of gluten-free food.

19. FOOD AND DRINK TOKENS

1. Food and drink tokens that are purchased at the Festival Site and Campsite are valid only at the Festival. Once they have been purchased it will not be possible to turn in food and drink tokens in exchange for money.

20. CAMPSITE

1. If a Visitor is present on the Campsite the Visitor must comply with WiSH Outdoor/Camp WOW!'s supplementary house rules, which are as follows:

- All Campsite Visitors will be searched when they enter the Campsite.
- Every Visitor who visits the Campsite must have a valid ticket and a valid Campsite armband in order to be permitted to enter the Campsite.
- Any objects that are seized will not be returned to the Visitor.
- A curfew applies from 02:00h to 07:00h. Visitors must comply with the curfew.
- It is prohibited to make campfires on the Campsite.
- It is otherwise prohibited to bring the following items of property/objects to the Campsite or to have them in one's possession:
 - cars, bicycles, trailers, campers or caravans, or any other motorised vehicle;
 - gas cylinders and/or accessories that weigh more than 250 grams;
 - power units, generators or car batteries;
 - musical equipment and/or instruments;
 - confetti and/or 'party poppers';
 - dry ice and/or beer kegs;
 - sofas (furniture) and/or other large materials;
 - glass, sharp objects, weapons, explosives, fireworks or ammunition;
 - drugs, drugs accessories and/or other intoxicants; and
 - more than the permitted quantity of alcoholic or other beverages that have not been purchased at the festival.

2. The Visitor is obliged at all times to follow any and all instructions given by WiSH Outdoor/Camp WOW!'s staff (and auxiliary persons, servants and agents), both on the Festival Site and on the Campsite. A failure to comply with reasonable instructions will lead to removal from the Festival Site and the Campsite.

3. In the event that a Visitor is removed from the Festival Site and/or Campsite he will not be permitted to return to the Festival Site and/or Campsite, even if he has a new, valid Ticket. In the event that a Visitor is removed from the Festival Site and/or Campsite he will not be entitled to claim a refund of the Ticket Price or any other form of compensation of damage.

21. CANCELLATION AND RELOCATION OF FESTIVALS

1. WiSH Outdoor/Camp WOW! will be entitled to cancel or to relocate the Festival in the event that circumstances arise that are of such a nature that it reasonably can be expected that WiSH Outdoor/ Camp WOW! will not be able to live up to the expectations for the Festival in the event that the Festival were allowed to take place or in the event that the quality of the Festival would decline to such a serious extent that that would damage WiSH Outdoor/Camp WOW!'s reputation. Such circumstances include (but are not limited to) a sudden cancellation by the main act (or other acts) or a sudden cancellation by an auxiliary person, servant or agent whom WiSH Outdoor/Camp WOW! has engaged. In all such cases WiSH Outdoor/Camp WOW! will always do everything in its power to arrange for a suitable replacement party and to allow the Festival to be held. However, in the event that the circumstances are of such a nature that it is reasonable to expect that WiSH Outdoor/Camp WOW! will not be able to live up to the expectations for the Festival in the event that the Festival were allowed to take place or in the event that the quality of the Festival would decline to such a serious extent that that would damage WiSH Outdoor/Camp WOW!'s

reputation, WiSH Outdoor/Camp WOW! will be entitled to cancel or relocate the Festival. In the event that the Festival is relocated WiSH Outdoor/Camp WOW! will be entitled to hold the replacement Festival at another location and time.

2. WiSH Outdoor/Camp WOW! will inform the Buyer in writing immediately after it has decided to cancel or relocate the Festival.

3. Tickets for a Festival that has been relocated will be valid for the replacement Festival.

4. In the event that a Festival is cancelled or relocated the Buyer will be entitled to dissolve the Agreement. The Agreement must be dissolved in writing, and the Buyer will be obliged to return the Ticket. The Buyer will receive a refund of the Ticket Price from WiSH Outdoor/Camp WOW! within two weeks after it has received the Ticket.

22. COMPLAINTS PROCEDURE

1. Buyers/visitors may to submit a complaint about a Festival to WiSH Outdoor/Camp WOW!, in writing, within seven (7) Working Days after the Festival took place. The complaint can be sent to: info@bromios.nl. In principle WiSH Outdoor/Camp WOW! will respond to a written complaint within five (5) Working Days after it has been submitted.

23. LIABILITY

1. WiSH Outdoor/Camp WOW! is liable towards Buyers and Visitors for any damage that is the result of a failure to perform on the part of WiSH Outdoor/Camp WOW!, unless the failure to perform cannot be attributed to WiSH Outdoor/Camp WOW! or to an auxiliary person, servant or agent whom WiSH Outdoor/Camp WOW! has engaged in connection with the performance of the Agreement.

2. WiSH Outdoor/Camp WOW! will not be liable for any damage in any case in the event that:

A. the damage, or in any event the breach of the Agreement, can be attributed to the Buyer or Visitor himself;

B. the breach of the Agreement can be blamed on an incident that WiSH Outdoor/Camp WOW! or an auxiliary person, servant or agent whom WiSH Outdoor/Camp WOW! has engaged in connection with the performance of the Agreement could not reasonably have foreseen or prevented;

C. the breach of the Agreement can be blamed on force majeure. Force majeure is taken to mean any abnormal or unforeseen circumstances over which WiSH Outdoor/Camp WOW! or auxiliary persons, servants or agents whom WiSH Outdoor/Camp WOW! has engaged in connection with the performance of the Agreement have no control. There will be deemed to be a situation

involving force majeure in any case in the event that the Agreement is not performed as a result of a strike, fire, poor weather conditions, a natural disaster or a terrorist attack; or

D. insofar as the Buyer or Visitor could have recovered his damage on the ground of an insurance policy.

3. Without prejudice to the provisions stipulated in the preceding subsections, the liability of WiSH Outdoor/Camp WOW! for any damage other than damage caused by death or bodily injury of the Visitor is limited to a maximum amount equal to the Ticket Price.

4. A Buyer or Visitor will be entitled to compensation of damage only if the Buyer gives WiSH Outdoor/ Camp WOW! notice of liability in writing immediately after he becomes aware of the damage. The notice of liability must contain a complete description of the breach and the damage that has ensued from it.

24. MISCELLANEOUS PROVISIONS

1. Where WiSH Outdoor/Camp WOW! undertakes in these General Terms and Conditions to provide information or a response in writing, WiSH Outdoor/Camp WOW! is entitled to provide that information or response electronically, in which context WiSH Outdoor/Camp WOW! will use the e-mail address that the Buyer has provided.

2. In the event that any provision stipulated in the Agreement or the General Terms and Conditions is or becomes contrary to any statutory act, rule of law or judicial decision rendered by a court having jurisdiction, or in the event that such a provision becomes unenforceable for any other reason, the invalid or non-binding provision (or part of that provision) will lapse and will be replaced by a new provision, to be laid down by WiSH Outdoor/Camp WOW!, that is valid and binding and whose consequences, in view of the content of the Agreement and the General Terms and Conditions, are as close as possible to those of the invalid or non-binding provision, unless that is impossible in which case the provision will be deleted and the Agreement and the General Terms and Conditions will otherwise remain in full force and effect.

3. These General Terms and Conditions have been filed with the Chamber of Commerce under registration number 01/2618992.

25. APPLICABLE LAW

1. The Agreement and the General Terms and Conditions are governed exclusively by Dutch law.

26. DISPUTE SETTLEMENT RULES

1. Any and all disputes between the parties with respect to the Agreement or the General Terms and Conditions that govern it will be resolved exclusively by the Court of Oost-Brabant, the Netherlands, that has jurisdiction over the dispute in question.

