

ONLINE SERVICE TERMS OF TIBBAA.COM

Your use of the tibbaa.com website and the tibbaa.com online ticket sales service (the "Service") is subject to these Terms of Service and Conditions. These Terms of Service and Conditions constitute an agreement between Tibbaa, Lange Kleiweg 62H, 2288 GK Rijswijk, the Netherlands (also referred as "U", "Our") and a visitor to the tibbaa.com website and / or ticket buyer (also referred as "You," "Your").

If you are an organization that sells tickets or manages a box office with the Tibbaa box office management system, your use and work on that system is governed by the Tibbaa Seller Agreement and Service conditions.

THE SERVICE

The tibbaa.com website and the Tibbaa Service are intended for organizations to sell tickets online directly to potential visitors and buyer or purchaser of tickets. Neither tibbaa.com as a domain of Tibbaa B.V. nor Tibbaa B.V. are affiliated with one of the organizations that sells tickets through the Service.

THE TICKETS

Availability and Prices. The number of tickets sold per event or performance is exclusively determined by the organization. Ticket prices are determined by the organization that sells the ticket. On top of the price of the ticket (any service costs of the organization) Tibbaa calculates a fee for the processing of payments which is collected by Tibbaa.

BUYING TICKETS

If you purchase tickets from a seller through the Service, the ticket will be sent to you via e-mail after your purchase of the ticket is complete. You will not receive a paper copy of the ticket from Tibbaa but only an electronic copy of the purchased ticket.

REFUNDS

The repayment of funds on purchased tickets is at the discretion of the selling organization (not us and have no discretion on matters of refund) and can only be obtained through that organization. In the event of excessive payment or other errors caused by the Tibbaa Service itself and once errors are verified then refunds may be made at the discretion of Tibbaa. In that case, please contact Tibbaa Support via support@tibbaa.com.

CONTACT THE SELLING ORGANIZATION

If you have any questions for the seller of the tickets (the organizer of the event), you can contact them via the contact details that are included in the receipt for your ticket sent to you by Tibbaa electronically.

CANCELLATION OF ORDERS

We reserve the right to cancel any purchase of a ticket for any reason, including just cause but not limited to incomplete or incorrect billing information, fraudulent card purchases or any other breach of the Tibbaa Acceptable Use Policy, the term and conditions in the agreement

POLICY

Your use of the Service is subject to the "Acceptable Use" policy established by Tibbaa B.V. The main focus of this policy is that you do not use our service to commit acts that can be detrimental to Tibbaa or violate Tibbaa's ethical standards, value and reputation. Malicious acts include deliberate misuse of access, privilege or license granted, the use of copyrighted works or any infringement of intellectual property, hacking, causing third party interference, DoS attacks, deliberate misuse or misrepresenting ticketing purchases, altering routings, making robotically controlled purchases or pretending or passing off as a Tibbaa website. From time to time, our insight into what is harmful may change as a result of new (technological) developments. Standards and values in the use of our service are related to social norms and values, which consist of placing offensive images, texts, utterances or defamatory statements, which are not acceptable social norms and moral values for example statements which have no artistic, literary and scientific merits as well. .

We may, at our sole discretion, temporarily block your account or completely block your access if you are in violation of this Tibbaa "Acceptable Use" policy.

PRIVACY POLICY

Your use of the Service is also subject to the Tibbaa Privacy Policy, as updated from time to time and to make it compliant with the current regulations. The Privacy policy can be found via a link on the homepage of the Tibbaa website. Please note that the Privacy Policy applies only to the Service and does not apply to third-party sites or services that are linked through from the Service or that are recommended or referred through the Service or by our employees. In addition, any information you share with a card seller via Tibbaa or outside of Tibbaa, such as your name and e-mail address, is subject to that seller's privacy policy.

DECLARATIONS, DISCLAIMERS AND LIMITATION OF LIABILITY

Statement. The Service and the tibbaa.com website are not intended for children under the age of 13. By using the Service, you promise that you are over the age of 13 and that you have the authority or the appropriate permission to purchase tickets purchased through tibbaa.com

Disclaimers. The Tibbaa service is offered "as is" and we make no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement of intellectual property rights or implied warranties derived from it, under any applicable law whatsoever. We are not obliged to indemnify or defend you against claims in connection with infringement of intellectual property rights; and we can not guarantee that the Service will work without error or interruption.

Limitation of liability. In no event shall we be liable for any damage, including consequential, indirect, special, incidental or punitive damages arising from or in connection with your use of the Service. The liability limitations in this section DO NOT apply to liability for negligence, regardless of the form of action and are applicable even if we are aware in advance of the possibility of the damage and even if such damage was foreseeable. The limitations of liability also apply even if your available remedies are inadequate. If the applicable law restricts the application of the provisions of this section, our liability will still be limited.

VARIOUS CONDITIONS

Modifications. We may change these Service Terms and Conditions from time to time by posting the modified version on our website. We can change the Tibbaa "Acceptable Use" policy or our Privacy Policy at any time. We encourage you to review these conditions from time to time.

TRANSFER & LEGAL COMPLETION

Neither party may transfer this Agreement or any of its rights or obligations below, without the express written consent of the other, except that we may transfer this Agreement to the legal entity that, in the context of a merger of our business with another enterprise will be the new emerged legal entity. Except insofar as a transfer is not permitted in the previous sentence, this agreement shall be binding for (and the benefits shall accrue to) the legal successors of the parties.

APPLICABLE LAW - THE NETHERLANDS

This Agreement has been drawn up in Netherlands, and is governed by Dutch law. The purchasing party agrees to the exclusive jurisdiction of the courts in The Hague, the Netherlands and Tibbaa B.V. is bound by it.

COPYRIGHT

If you believe that your copyright protected work has been posted on a Tibbaa website without permission and that the exceptions for Fair Use are not applicable or have been exceeded, you can send an email with your description of the incorrect use to info@tibbaa.com.

DISABILITY

To the extent permitted by applicable law, the parties waive any legal provisions that would result in a clause of this agreement being invalid or otherwise unenforceable in any respect whatsoever. In the event that a provision of this agreement is nevertheless invalid or otherwise unenforceable, then that provision will be interpreted in such a way that the objective intended by that provision is approached as closely as possible (to the maximum extent permitted by the applicable legislation) and the Other provisions of this Agreement shall remain in full force and effect.

OTHER LEGAL DOCUMENTS

Privacy policy (visitor / card buyer)

Tibbaa Seller Agreement & Service conditions (event organizers)

By purchasing an admission ticket for Boiteau, visitors agree to the General Terms and Conditions, prepared by EXCENTRIEK vzw ("the Organiser" or "the Organisation").

Opening hours Boiteau

Saturday 29 June 2019 // 19h30 - 00h00
(Boarding 19h30 - 20h00)

The Organiser reserves the right to refuse visitors who arrive on Saturday after 20h00, even if the visitor is in the possession of a valid admission ticket.

Only visitors who are in the possession of a Boiteau entry ticket will be admitted to Boiteau / the boat (Festina Lente).

ARTICLE 1

1.1 Anyone entering Boiteau declares to have agreed to these General Terms and Conditions upon purchasing their tickets.

1.2 Anyone who fails to comply with these General Terms and Conditions may be refused admission to or ejected from the boat. The Organisation reserves the right to ban anyone who fails to comply with the General Terms and Conditions admission to Boiteau for the next five years.

ARTICLE 2

2.1 All visitors who present themselves to the entrance of Boiteau / the boat (Festina Lente) must be in the possession of a valid Boiteau entry ticket registered in their name.

2.2 A Boiteau entry ticket grants one (1) person admission on the day for which an admission ticket is purchased. Anyone in the possession of a Boiteau entry ticket enters the boat (Festina Lente) at his/her own risk.

Additional terms and conditions

Boiteau promotes responsible drinking and we reserve the right to refuse service to anyone who's clearly intoxicated.

Boiteau is not responsible for lost belongings. Take care of your valuables.

Boiteau will not take responsibility for any injuries or accidents. You are entering the boat at your own risk.

Boiteau reserves the right to modify its terms and conditions at any time.

2.3 The minimum age for Boiteau is 18 years. Any person born in 2001 will be allowed admittance, also if the age of 18 will not be reached until after Boiteau. There will be no exception to this rule, not even if the person concerned is accompanied by a parent, guardian and/or other adult.

2.4 The Organiser reserves the right to prosecute any holder of forged Boiteau admission tickets.

ARTICLE 3

3.1 Boiteau tickets are neither refundable.

3.2 Stolen or lost Boiteau tickets will not be refunded. The visitor is responsible to take care of his own ticket.

ARTICLE 4

4.1 All registered, valid, and activated Boiteau tickets must be scanned upon entering Boiteau / the boat (Festina Lente).

4.2 The Organiser and/or official ticket seller reserve the right to verify the identity of the event visitors upon entering Boiteau / the boat (Festina Lente). If a visitor is unable to identify him/herself, he/she will be refused admission to Boiteau / the boat, without any right to a refund of the admission price. Valid proofs of identity include: a valid ID, passport, or driver's license.

The name on the proof of identity must be the same as the name in which the entry ticket is registered. Copies of identity papers are not accepted. The Security Act expressly applies.

ARTICLE 5

5.1 Admission to Boiteau may be denied, and visitors may be ejected from Boiteau / the boat (Festina Lente) (without any entitlement to a refund of the admission price) if a visitor: (the following list is non-exhaustive):

- is under the influence of alcohol or drugs;
- is in the possession of or deals in drugs;
- was previously refused admission to other events / meetings by the Organiser or other authorities;
- shows behavior or wears clothing that is evidently aimed at disturbing the peace, provoking, or inciting to violence, hate, anger, xenophobia, race hate, etc.;
- puts the lives of other visitors at risk;
- is in the possession of banned objects;
- refuses to be searched/patted down by security personnel;
- refuses or fails to comply with the General Terms and Conditions.

ARTICLE 6

6.1 Anyone in the possession of a valid Boiteau entry ticket must have the personal ticket validated upon entering Boiteau / the boat (Festina Lente).

6.2 Visitors may be searched or patted down by security personnel before being allowed admission to Boiteau / the boat (Festina Lente). Security personnel may ask ticket holders of the same sex to subject themselves to a pat down and/or search of their clothes and luggage in order to intercept banned objects. If any banned objects are found, the security personnel will be entitled to confiscate the object and to refuse the owner admission to the event.

ARTICLE 7

7.1 Access control is in conformity with the applicable laws and is aimed at preventing weapons or hazardous substances that may disrupt the goings-on at Boiteau / the boat (Festina Lente) or put the safety of the visitors at risk.

7.2 The following items are banned from Boiteau / the boat (Festina Lente):

Bringing your own food and drinks to Boiteau;
Drugs or other illegal mind-enhancing substances;
Deodorant or perfume in containers larger than 100ml
Any other objects (umbrellas, parasols, camera tripods, laser pens, etc. ...) of which the security personnel decide that they pose a risk to the other visitors of Boiteau;
Projectiles or explosives in solid, liquid or gas form;
Flammable products or materials & spray cans;
Pyrotechnical objects (fireworks, torches, etc.);
Any other weapons or sharp, pointy objects (sticks, chains, knives, ...);
Banners or items bearing discriminating and/or provocative texts or expressions that may be used in an attempt to disrupt the peace, or that may endanger the safety of the crowd and/or may cause injuries or damage to people and goods;
Animals;
Drones.

7.3 The following objects may be brought onto Boiteau / the boat (Festina Lente) grounds:

Disposable or compact photo cameras;

ARTICLE 8

8.1 Visitors to Boiteau are not allowed to:

Enter zones which are locked;
Climb on constructions, fences, light bridges, benches, or any other structures on the boat;
Block entrances, exits and emergency exits;
Disguise themselves in order to make themselves unrecognizable with the intention to disturb the peace or put the safety of the other visitors at risk;
Sell food, drinks or other products without the express permission of the Organiser;
Throw or shoot objects in solid, liquid or gas form;
Smoke where smoking is banned;
Urinate anywhere outside of a toilet;
Wear full face masks (masks, morphsuits etc.);
Tearing down, breaking, or trashing decorations;
Steal decorations or any other material belonging to Boiteau.
Make fire;
Crowd surfing.
Push others overboard.
Do perilous / acrobatic actions.

ARTICLE 9

9.1 Wearing texts, symbols, objects, clothes and/or other (visible) external expressions explicitly representing a political, social movement, or group is prohibited. Anything that hints at discrimination, incitement, or racism is strictly prohibited.

ARTICLE 10

10.1 Anyone who is present at Boiteau / the boat (Festina Lente) must obey the instructions and directions of the Organiser or its authorised representatives at the event at all times, in order to ensure the public order and safety during the event.

ARTICLE 11

11.1 For safety reasons the Organiser reserves the right:

To interrupt or discontinue the event;

To prevent visitors at Boiteau / the boat (Festina Lente) from leaving / not entering the boat and/or upperdeck until further notice;

to ask visitors to leave Boiteau / the upperdeck;

to refuse visitors admission to Boiteau / the boat (Festina Lente), even if they possess a valid admission ticket.

11.2 The Organiser may find himself forced to change or alter the event program. In this event the admission ticket will remain valid and no admission tickets will be refunded or exchanged.

ARTICLE 12

12.1 Through these General Terms and Conditions, the Organiser informs all visitors of the fact that the Organiser collects data to prevent or detect unlawful behaviour, to protect or enforce legal rights and for security reasons. This concerns the following personal data: first name, last name, date of birth and country of residence. Where permitted by law, the Organiser may also share these personal data (first name, last name, date of birth and country of residence) to government agencies or other authorised bodies, to protect or enforce his rights or the rights of third parties, or in the detection and prevention of fraud or other crimes. These government agencies or authorized bodies may give the Organiser a negative advise concerning the access of a ticket holder. In this case the Organiser refuse a ticketholder admission to the event or evict that person from the event. The ticket holder will not have any right to compensation of damages.

12.2 To be able to execute your purchase, the Organizer needs to share your data with third parties. By accepting these General Terms and Conditions, you explicitly give consent to share your data with the following parties for the following objectives.

12.2.1 The Organiser may share your data with the following objectives:

Printing of among others hard tickets (only in case you receive hard tickets)

Reporting and statistics about visitors of the event.

Security, safety and health measurements

Ticket and payment processing

Transactional e-mails by the Organiser (such as e-mails to remind you where we start, when we leave,...)

12.2.2 The Organiser may share your data with the following parties:

Mailing companies

Operational staff on site

Payment processing companies

Printing companies

Safety and health companies and staff (such as security or first aid personnel)

Ticket providers: Tibbaa

12.3 By entering Boiteau / the boat (Festina Lente), all visitors automatically consent to being photographed or filmed and herewith grant the Organiser permission to use and/or broadcast these digital images. The Organiser may use these digital images for promotional and/or commercial purposes related to Boiteau. In addition, these images may be used by commercial and/or (media) partners. Images may furthermore be recorded and stored by the police and/or Organiser for maintaining and enforcing the security on the event grounds / boat, and to prevent, investigate and punish crimes and breaches of the General Terms and Conditions by establishing the identity of the perpetrators using these digital images.

12.4 All visitors are entitled to object, free of charge, to the use of their data by notifying the Organiser of their objection in writing (boiteau.vm@gmail.com). All visitors may furthermore request the Organiser in writing to change, modify or delete their personal data.

12.5 If the visitor who purchased the tickets wishes to use his right to be forgotten, he acknowledges that the Organiser can no longer fulfill his order nor give access to the event to anyone within the order. The Main Buyer will not be entitled to a refund.

12.6 All photographs and film shot by visitors on the event grounds / boat may only be used for commercial or public purposes with the prior written consent of the Organiser.

12.7 Visitors of the event are not allowed to make or broadcast (semi) professional (livestream) video and/or audio recordings at Boiteau / the boat (Festina Lente) without the prior written consent of the Organiser. This prohibition also applies to the use and/or publication of these (semi) professional (livestream) video and/or audio recordings after the end of the event without the prior written consent of the Organiser.

12.8 By Purchasing Boiteau tickets, you expressly agree to be aware of and agree with the Boiteau Privacy Policy.

ARTICLE 13

13.1 Our boat (Festina Lente), where the event takes place, is located in the port of Antwerp. All visitors to the event are therefore required to cooperate with keeping the site clean and tidy, including by using the waste collection points on the event, the camping site, and the parking lots.

ARTICLE 14

14.1 Boiteau Ticket

Tickets to Boiteau may only be purchased through the following channels: Tibbaa. Tickets may only be purchased using the link in the Boiteau event which provides access to the Tibbaa ticket shop. Tickets that are obtained in a different manner (either through a different channel, or by evading, in any way, the procedure prescribed in the registration link that provides access to the ticket shop) will at all times be cancelled. Do not purchase your Boiteau tickets through unofficial channels!

Tickets to Boiteau may only be purchased after making a Tibbaa account on the Tibbaa website.

Automated registrations are not allowed and will not be valid.

If the nationality you used during registration is different from the nationality you used during purchase, the change can be considered as fraud. In this case the organizer reserves the right to cancel your order.

Each E-ticket must be personalised. Unless otherwise stated by the Organiser, this personalisation must take place between 9 May 2019 and 29 June 2019. The Organiser has the right to cancel any tickets that are not personalized within the stipulated period and offer them for sale again. In that event the purchase price for the ticket will be refunded to the Main Buyer, after deducting the Ticket Refund Fee.

As the Main Buyer is responsible to personalize all tickets for people who want to attend the event and agree with our terms and conditions and privacy policy, he is also responsible to have their confirmation to be willing to create an account. If one of the guests refuses to create a Tibbaa account, the Organisation reserves the right to cancel his ticket. In this case, the Main Buyer will not be entitled to a refund.

Following the personalization period stipulated by the Organiser, the name on the ticket may no longer be changed. If the name on the ticket does not correspond with the name on the proof of identity, the Organiser may refuse the bearer admission.

It is prohibited to trade or resell Boiteau tickets in any way without the express permission of the Organiser, nor use them for commercial or promotional purposes.

The Organiser and/or the official ticket seller reserve the right to cancel Boiteau tickets if it is established that the tickets were purchased illegally or fraudulently via third parties or third-party websites. All expenses relating to the cancellation will be recovered from the Main buyer. The Organisation reserves the right to take legal action or hand over the case to the relevant authorities.

The maximum number of tickets that may be purchased is 4 entry tickets. This is a maximum amount of tickets throughout the whole sale period and may not be accumulated in different sales moments. The Organiser reserves the right to cancel any order in deviation of the foregoing. In case the Organisation chooses to refund all orders or one of the orders, the Organiser will refund the Main Buyer the purchase price.

ARTICLE 15

15.1 It is prohibited to distribute flyers or hang up posters within or outside Boiteau / the boat (Festina Lente) during the event.

ARTICLE 16

16.1 Boiteau applies a zero-tolerance policy concerning drugs.

16.2 Using, dealing in, or possession of drugs on Boiteau / the boat (Festina Lente) is strictly prohibited. If proof here of is found, through strict surveillance and inspection, the person involved will be removed from the upperdeck + event and denied admission for a period of 5 consecutive years. Person will be fined €100,00.

16.3 If a visitor is prescribed certain drugs for health reasons, he/she must present a valid medical certificate before being allowed to bring the specific drugs onto Boiteau / the boat (Festina Lente).

16.4 All directions and instructions given by the security personnel must be obeyed immediately. If possession of banned or dangerous weapons is suspected, the security personnel will be entitled to make a search. Refusal to submit to a search may result in being removed from the event.

ARTICLE 21

21.1 There are parking facilities near Boiteau / the boat (Festina Lente).

21.2 The visitor expressly agrees to indemnify the Organiser against any liability for damage caused to, theft of, or other accidents occurring with vehicles or persons on the official event parking lots.

ARTICLE 23

23.1 The Organisers are solely liable for direct damage suffered by a visitor that is directly and solely caused by a breach on the part of the Organiser. However, only damages for which the Organiser is insured and in respect of which the insurer is willing to pay is eligible for compensation. Excluded from compensation are: (i) consequential damage, (ii) immaterial damage (iii) and intentional damage or damage caused by willful recklessness of the visitor.

23.2 All visitors enter the parking areas and the event grounds / boat (Festina Lente) at their own risk, in the sense that the Organiser is not liable for any damage caused in connection with entering or being on the grounds and/or attending concerts, such as hearing damage, eye damage, and other physical disorders.

ARTICLE 24

24.1 The Organiser may only cancel or postpone the event in the event of force majeure or if the Organiser has another demonstrable compelling reason to cancel or postpone the event. Force majeure events include but are not limited to: terrorist threats, terrorist attacks, inclement weather, strikes, fire, war, government intervention, pandemics, illness of artists, failure of and/or delays in technical facilities, failure of and/or delays in means of transport, etc.

24.2 If a visitor wishes to cancel his/her admission ticket due to concerns over terrorist threats and/or attacks, the purchase price will in no event be refunded.

ARTICLE 25

25.1 Boiteau coins – general

“Cashless payments” is the payment method used during the event. The Organization reserves the right to allow other payment methods, such as cash payments and/or payments through other electronic devices.

«Boiteau coin» is the official currency at the event. The Visitor can buy «Boiteau coins» through the Boiteau Coinstand.

25.2 Refunds

There will be no refund for bought Boiteau coins.

ARTICLE 26

26.1 These General Rules and Conditions are exclusively governed by and will be interpreted in accordance with Belgian law, with the exclusion of the rules on conflict of laws.

26.2 Any disputes will be exclusively referred to the competent court in Antwerp, Belgium.

26.3 The Organiser remains, however, entitled to submit a claim to the court that would have jurisdiction pursuant to the statutory rules of jurisdiction.

26.4 If any provision in these General Rules and Conditions, or any part thereof is, or is declared, invalid or unenforceable, the other provisions of these General Rules and Conditions or the remaining part of that provision will remain in full force and this provision will be automatically replaced (by operation of law) by a valid provision that corresponds with the purport of the invalid provision as much as possible.

FAILURE TO COMPLY WITH THE GENERAL RULES AND CONDITIONS WILL RESULT IN ADMISSION BEING REFUSED OR DENIED, OR IN BEING EXPELLED, WITHOUT ANY REFUND OF THE ENTRANCE FEE. ALL VISITORS WHO ARE REFUSED OR DENIED ADMISSION OR ARE EXPELLED, ARE OBLIGED TO IMMEDIATELY LEAVE THE EVENT / BOAT (FESTINALENTE).