

General terms and conditions governing events of ProMedia Group.nl

Version: 01 January 2020

These general terms and conditions govern all agreements between the companies belonging to the ProMedia Group.nl and its Participants and third parties in relation to events.

Article 1 – Definitions

These conditions use the following definitions:

Participant: a natural person, legal entity, or government organisation participating in an Event.

Service: a service offered by ProMedia Group.nl which ProMedia Group.nl provides as commissioned by and/or for the benefit of the Participant.

Event: any activity organised by ProMedia Group.nl, such as events, conventions, and conferences.

Order: the order for the provision of Services.

Agreement: the agreement concluded between ProMedia Group.nl and the Participant.

ProMedia Group.nl: ProMedia Holding B.V., with registered offices in (4811 AH) Breda at Willemstraat 5, registered in the Commercial Register of the Chamber of Commerce with number 61700282, as well as the subsidiaries/companies set out in Article 2, acting jointly using the name ProMedia Group B.V.

Booth Rent: the costs charged to rent the Booth Space during the Event.

Booth Space: the booth and associated rented square metres of the Participant at the Event.

Conditions: these general terms and conditions.

Article 2 – Identity of ProMedia Group.nl

Name of the user: ProMedia Group.nl, consisting of the group of companies set out below.

Registered offices: Willemstraat 5, 4811 AH Breda

Availability: Monday to Friday from 09:00 to 17:00 at telephone number +31(0)76-3030370

Email address: klantenservice@promedia.nl

Website: www.promedia.nl

ProMedia Group.nl consists of the following group of companies:

1. ProMedia Holding B.V., ProMedia Group.nl number: 61700282;
2. ProMedia Publishing B.V., ProMedia Group.nl number: 20129682;
3. ProMedia NT B.V., ProMedia Group.nl number: 24397131;
4. ProMedia Events & Conferences B.V., ProMedia Group.nl number: 30142004;
5. ProMedia MBM B.V., ProMedia Group.nl number: 72588772.

Article 3 – Applicability of the general terms and conditions

1. These general conditions govern every offer, quotation, and agreement between ProMedia Group.nl and a Participant.
2. If a provision of the general terms and conditions is found to be void or is destroyed, this will not affect the validity of the other provisions. In this case, the parties will replace the void or destroyed provision with a provision which matches the intention of the parties as closely as possible.
3. The applicability of general terms and conditions of the Participant is explicitly rejected.

Article 4 – General provisions governing Participation

1. All offers, price indications, cost estimates, and the like of ProMedia Group.nl are entirely non-binding, unless ProMedia Group.nl has indicated otherwise in writing.
2. All information and/or specifications provided by ProMedia Group.nl will always be indicative, unless explicitly indicated otherwise in writing.
3. ProMedia Group.nl has the right to engage third parties for the implementation of the Order.
4. ProMedia Group.nl usually has a price book with default rates for each Participant, but ProMedia Group.nl reserves the right to make an offer deviating from the price book or offer an option for a specific fair location subject to conditions determined by ProMedia Group.nl.
5. ProMedia Group.nl reserves the right to cancel the request or reservation without being required to use a specific form, even after the acceptance of the request of the Participant. Such revocation will take place immediately after receipt of the acceptance by ProMedia Group.nl.
6. ProMedia Group.nl reserves the right to change the dates, times, and location of the Event, or to cancel the Event, in case of such changes to the circumstances that the unaltered continuation of the Event cannot reasonably be required of it. ProMedia Group.nl will not be liable for any damage suffered by the Participant(s) as a result of the aforementioned change(s) to or cancellation of the Event.
7. Changed circumstances as referred to in the previous article include, but are not limited to, insufficient registrations for the Event by Participants and/or visitors, the unexpected unavailability of the location for reasons not attributable to ProMedia Group.nl, extreme weather conditions, revocation of one or more permits and/or national mourning. ProMedia Group.nl recommends the Participant to take out an insurance to cover these risks.
8. Changes to the date, time, or location on the same grounds as set out above will not give the Participant the right to cancel his/her Registration.
9. If the Event does not take place because of any other reasons than those set out above, ProMedia Group.nl will refund all payments made by the Participant to ProMedia Group.nl, with deduction of any costs already incurred by ProMedia Group.nl in relation to the Event. These costs will be divided fully or partially among the Participants pro rata the Booth Space assigned to them. The refund will take place within 60 days after ProMedia Group.nl published the decision to cancel the Event.

Article 5 – Obligations of the Participant

1. Unless agreed otherwise in writing, the Participant will take sufficient measures to guarantee the safety at the location where the Order will be implemented at its own expense (including but not limited to the safety of artists, employees, and visitors). If agreements have been made about the above mentioned measures, ProMedia Group.nl will nevertheless have the right to impose additional requirements if changed circumstances require this.
2. The Participant undertakes to observe applicable laws and regulations and any (house) rules of the location during the use and set-up of the Booth Space. The Participant also undertakes to take out an insurance to cover all risks associated with the Event, including the work and/or acts and/or omissions of its employees and/or third parties engaged by it. The Participant will at least be required to take out a regular corporate liability insurance, and, if applicable, a professional liability insurance. The Participant is required to provide ProMedia Group.nl with copies of the policy sheets of the aforementioned insurances at its first request.
3. The Participant is required to provide ProMedia Group.nl with all information of which it knows or should know that it is essential for the implementation of the Agreement in a timely manner. The Participant is responsible for the accuracy and completeness of the information it provides.

4. The Participant cannot claim any form of compensation if (a) the Participant has not, or not sufficiently, met its obligations set out in Article 5.1 and/or 5.2 of these general terms and conditions, and ProMedia Group.nl fully or partially proceeds to implement the Order (as ProMedia Group.nl has the right to do so) and/or (b) if the Participant has not, or not sufficiently, met its obligations set out in Article 5.1 and/or 5.2 of these general terms and conditions, and ProMedia Group.nl has informed the Participant of this in writing, and the Participant still wishes to proceed with the Order.
5. The Participant is responsible for the payment of fees related to the use of intellectual property rights of third parties (including, but not limited to, Buma rights).
6. Unless agreed otherwise in writing, the Participant is responsible for the required permission of third parties and/or permits, as well any corresponding investigation into their existence.
7. The Participant is responsible for the acts and omissions of the third parties engaged and/or invited by it that are involved in the Event.

Article 6 – Price, payment, and cancellation

1. The agreed price (contract price) does not include VAT and any other government levies, unless agreed otherwise in writing.
2. Changes, including additional costs, to the original Order of any kind made by or on behalf of the Participant that result in higher costs than could be estimated when preparing the quotation will be charged to the Participant.
3. If ProMedia Group.nl accepts the offer of the Participant, ProMedia Group.nl will send an invoice of up to 50% of the overall amount after receipt of the signed copy of the confirmation form. This invoice must have been paid by the Participant within 14 days of the invoice date, but never later than the date on which the Event will take place. If this is not the case, the Participant can be denied access.
4. The Participant is required to provide security for the payment of all which it owes at any time in response to a first request of ProMedia Group.nl to this end.
5. Unless explicitly agreed otherwise in writing, payment must take place within the payment period specified on the invoice. The payment period is a deadline. The Participant does not have the right to suspend or set-off any payment.
6. If no payment has taken place within the payment period, the Participant will be in default by operation of law. In this case, it will owe the statutory commercial interest (in which respect a part of a month will be considered a full month), as well as extrajudicial collection costs of 15% of the principal with a minimum of € 350.
7. The Participant has the right to cancel the Order, provided that this takes place in writing. The Participant must pay the following costs to ProMedia Group.nl in case of cancellation:
 - a) in the period up to 9 months before the effective date, 25% of the complete contract price (as in force at the moment of cancellation);
 - b) in the period between 9 and 6 months before the effective date, 50% of the complete contract price (as in force at the moment of cancellation);
 - c) in the period between 6 and 3 months before the effective date, 75% of the complete contract price (as in force at the moment of cancellation);
 - f) in the period between 3 months before the effective date and the effective date, 100% of the complete contract price (as in force at the moment of cancellation). The contract price amounts to the contract price set out in the Agreement plus any changes agreed at a later time.
8. If the damage suffered by ProMedia Group.nl is higher than the cancellation fee set out in Article 6.7 of these general terms and conditions at the moment of cancellation, the Participant must pay this greater amount to ProMedia Group.nl.

Article 7 – Liability of ProMedia Group.nl

1. ProMedia Group.nl has the right to engage third parties for the implementation of the Agreement.
2. ProMedia Group.nl will not be liable for damage of any nature whatsoever resulting from the use of incorrect and/or incomplete information provided by or on behalf of the Participant.

3. ProMedia Group.nl will only be liable for damage (i) if this damage is covered by its liability insurance, up to the amount paid by its insurance, plus the co-payment, (ii) in case of intent or gross negligence of itself or one of its managers.
4. In case (i) there is no intent or gross negligence, or (ii) the insurance does not provide payment, and ProMedia Group.nl is still found to be liable, this liability will solely be limited to the direct damage (in which respect liability of indirect damage is explicitly excluded) with a maximum of € 10,000.
5. ProMedia Group.nl will never be liable for damage caused by (a shortcoming or illegitimate acts and/or omissions of) service providers and/or suppliers, including the staff of those service providers and/or suppliers which ProMedia Group.nl has hired in relation to or for the benefit of the implementation of (a part of) the Agreement.
6. All rights to file claims and other powers on whatever grounds which the Participant has vis-à-vis ProMedia Group.nl must have been received by ProMedia Group.nl in writing within 12 months of the moment on which the Participant became, or could reasonably have become, aware of these, failing which they will expire.
7. The Participant indemnifies ProMedia Group.nl against claims by third parties (including, but not limited to, Participants and visitors) that suffer damage in relation to the implementation of the Agreement. In addition, ProMedia Group.nl cannot be held liable for any damage, destruction, loss, or theft of goods, including personal properties of the Participant, during the Event.
8. Any advice given by ProMedia Group.nl will always be non-binding and any use thereof will be for the risk and account of the Participant.
9. ProMedia Group.nl will not be liable for the attendance of the Participants at the Event in question.
10. ProMedia Group.nl will not be liable for damage to goods provided to it by the Participant. The Participant will arrange a sound insurance.
11. ProMedia Group.nl cannot be held liable for (technical) issues or the unavailability of goods delivered by third parties, including, but not limited to, lighting, booth structures, walls, electricity, furniture, and any other booth necessities.

Article 8 – Suspension and termination

1. ProMedia Group.nl has the right to dissolve the Agreement if:
 - the Participant threatens to become bankrupt, has become bankrupt, or if the Participant is granted suspension of payments;
 - executory attachment is levied on the assets of the Participant, or if it otherwise loses the right to dispose of its assets;
 - one of the situations set out in Article 4.6 and Article 4.7 occurs;
 - the Participant has not paid the complete contract price before the start of the Event;
 - a situation of force majeure has lasted for at least two (2) months.
2. If the Agreement is dissolved, all claims of ProMedia Group.nl will become immediately exigible, and ProMedia Group.nl will not be required to pay any form of compensation to the Participant.
3. In case of dissolution, the risk of the goods that have already been delivered will remain vested with the Participant. The goods will be made available to ProMedia Group.nl and must be retrieved by it.
4. If ProMedia Group.nl (or a third party engaged by it) has already done work for the implementation of the Agreement at the moment of dissolution (which includes dissolution and suspension as referred to above in Article 6 in this respect), this work and the associated payment obligation of the Participant vis-à-vis ProMedia Group.nl will not expire. Amounts which ProMedia Group.nl has invoiced before the dissolution or amounts which ProMedia Group.nl will invoice after the dissolution in relation to what it has performed or delivered for the implementation of the Agreement prior to this dissolution will thus remain due in full and will become immediately exigible at the moment of dissolution.

Article 9 – Intellectual property rights

1. ProMedia Group.nl will be the sole rightsholder of existing and future intellectual property rights (including but not limited to the copyrights) on or arising from works (in whatever form, including, but not limited to, developed ideas, proposals, designs, and concepts) which ProMedia Group.nl develops

and/or has others develop in the context of the Order. The Participant will acquire a right to use these rights for the effective period of the Order.

2. The Participant guarantees that he/she will respect all intellectual property rights of third parties. If ProMedia Group.nl due to acts and/or omissions of the Participant infringes on intellectual property rights of third parties, the Participant will indemnify ProMedia Group.nl, the employees of ProMedia Group.nl and/or third parties hired by ProMedia Group.nl at their first request.

3. By providing materials or works of any kind to ProMedia Group.nl in the context of the Order, the Participant gives ProMedia Group.nl the irrevocable permission to use these materials and works in any manner insofar as this is required for the proper implementation of the Order.

4. The Participant and third parties that are involved in the Order have the right to make audio recordings, pictures, and video recordings of the Order, unless ProMedia Group.nl has explicitly stipulated otherwise in writing. The audio recordings, pictures and/or video recordings of the Participant and third parties that are involved in the Order may not be used in internal and external communication without the prior written permission of ProMedia Group.nl.

5. The Participant will always respect any rights of third parties on the objects, materials, works, versions, ideas, proposal, concepts, or methods used in the context of the implementation of the Agreement. Any license fees for the (continued) use of these objects, materials, works, versions, ideas, proposal, concepts, or methods, including but not limited to claims by collective collection organisations like BUMA/STEMRA and SENA are not included in the fee, unless explicitly agreed otherwise, and will be borne by the Participant.

6. ProMedia Group.nl has the right to create audio recordings, pictures, and/or video recordings of the Order, unless the Participant has explicitly stipulated otherwise in writing. ProMedia Group.nl may use audio recordings, pictures and/or video recordings of the Order in internal and external communication without the prior permission of the Participant, unless agreed otherwise in writing.

Article 10 – Processing of personal data

1. ProMedia Group.nl will register the data and information of the Participant for the implementation of the Agreement and to be able to inform the Participant about the (other) products and services offered by ProMedia Group.nl. Registration will take place in accordance with the privacy statement of ProMedia Group.nl.

2. If the personal data provided by the Participant concern a third party, or if the personal data of third parties are generated during the use of Services provided by ProMedia Group.nl, the Participant declares that ProMedia Group.nl has the right to do so. ProMedia Group.nl will serve as the (sub-)processor with respect to these data, and the Participant will serve as the controller within the meaning of the General Data Protection Regulation (GDPR).

3. Insofar as the processing of the personal data referred to in paragraph 2 is within the scope of the GDPR, ProMedia Group.nl undertakes the following with respect to these data:

- a) to solely process the personal data for the implementation of the Agreement;
- b) unless insofar as publication and/or transfer is the goal, to treat the personal data confidentially and not share them with third parties (not including sub-processors), unless this is necessary for the implementation of the Agreement;
- c) to take suitable technical, physical, and organisational measures to ensure safe processing, storage, and retention;
- d) when requested, to help the Participant comply with its obligation to answer any requests by data subjects to exercise their rights, insofar as possible;
- e) to not keep the personal data any longer than reasonably necessary, and to destroy these data, including the data and information derived from the provided data, and any copies it has created, immediately after the complete fulfilment of the Agreement, with the proviso that ProMedia Group.nl will always have the right to keep the personal data as part of its (digital) archive;
- f) to not process the personal data (or have them processed) in countries outside of the European Union, unless this is legally permitted;
- g) to inform the Dutch Data Protection Authority, and, if necessary, the Participant, within the statutory period if ProMedia Group.nl becomes aware of a serious data breach in relation to the personal data.

4. ProMedia Group.nl can make use of third parties in the context of the implementation of the Agreement, which third parties will be considered sub-processors in relation to any personal data generated through the use of the services of ProMedia Group.nl. ProMedia Group.nl will ensure that these sub-processors will be bound to the same or similar obligations as imposed on ProMedia Group.nl pursuant to paragraph 3 of this article.

5. ProMedia Group.nl will not be liable for damage and/or claims caused by actions of the Participant in violation of the GDPR.

6. When accepting the general terms and conditions governing tickets and events, the Participants declares to explicitly accept the fact that pictures or recordings may be taken of him/her.

7. If the Participant and third parties do not accept the pictures and/or recordings, they can submit a request for the removal of these pictures and/or recordings by sending an email to klantenservice@promedia.nl.

Article 11 – Applicable law and competent court

1. The Agreement is governed by the laws of the Netherlands.

2. All disputes arising from or related to the Agreements will exclusively be submitted to the competent District Court of Zeeland-West-Brabant.

Article 12 – Other provisions

1. If a provision of the Conditions is or becomes fully or partially unenforceable, the other provisions will remain in full force and effect. In this case, the unenforceable provision will be deemed to have been replaced by a provision which is enforceable and which deviates from the content and scope of the original provision as little as possible.

2. ProMedia Group.nl has the right to transfer its rights and/or obligations arising from the Agreement concluded with the Participant to subsidiaries and/or group companies or to legal successors, based on which ProMedia Group.nl will be released from its obligations vis-à-vis the Participant. The Participant is required to grant all necessary cooperation required for such transfer at the first request of ProMedia Group.nl.

3. Rights of the Participant arising from the Agreement cannot be transferred without the prior written permission of ProMedia Group.nl. This provision has a property law-related effect within the meaning of Article 3:83(2) DCC.