GENERAL TERMS AND CONDITIONS BEST KEPT SECRET

These general terms and conditions of Friendly Fire B.V., with its registered office at Wingerdweg 4, 1031 CA Amsterdam (Chamber of Commerce number: 30251806 and VAT number NL8202.86.710.B01), hereinafter referred to as 'the organisation', apply to agreements concluded by the organisation with visitors to the event 'Best Kept Secret' and/or other events to be organised by the organisation, hereinafter referred to as 'the event'.

Article 1 Applicability

1.1 These general terms and conditions apply to every agreement within the context of visiting the Event, purchase of pre-pitched tents via our website and the purchase of all entry and camp site tickets between the visitor to the Event and the Organisation, irrespective of how it is concluded. By purchasing and/or using a ticket and/or entering the event location (including the camp site, safari resort or the holiday park, hereinafter jointly referred to as the 'Event Location'), the visitor agrees to the content of these general terms and conditions.

1.2 The organisation of the event and/or administrators of the event location may apply house rules in addition to these general terms and conditions and can be found on the website(s) of the organisation and/or the event location. By purchasing the ticket, the visitor declares in advance that he/she agrees to these house rules as well.

1.3 The organisation has the right to change these general terms and conditions in whole or in part at any time. The organisation informs visitors of changes in due time by publishing such changes on the relevant website(s) of the organisation. If the visitor does not inform the organisation in writing within 10 (ten) working days that he/she cannot agree to the changes in accordance with the principles of reasonableness and fairness, the visitor will be deemed to have agreed to the changes.

1.4 The nullity of any provision of these general terms and conditions does not affect the validity of the other provisions.

1.5 The organisation explicitly rejects the applicability of general terms and conditions of the visitor.

1.6 'Event location' can also be understood to mean an online environment for attending online live streaming concerts.

Article 2 Purchasing tickets

2.1 The agreement between the organisation and the visitor for the purchase of tickets is formed after an order for one or more tickets has been placed with the organisation or a (pre) sales outlet engaged by the organisation.

2.2 An order that has been placed is irrevocable and the visitor cannot change the agreement after that moment. The organisation reserves the right at all times to refuse orders or to impose additional conditions.

2.3 Information, such as announcements and quotes with respect to the event and/or tickets are provided or represented as accurately as possible. Additional costs, related for example to reservations, payment and/or delivery, may mean that prices for tickets are higher than the prices printed on the tickets by the organisation. The organisation does not accept liability for any inaccuracy and incompleteness in the provided information referred to above.

2.4 The organisation has the right to limit the amount of tickets that can be bought in one order. The visitor is required to adhere to the limit set by the organisation.

2.5 Tickets cannot be returned. The provisions in article 6:230p sub e BW of the Dutch Civil Code apply to tickets.

Article 3 Tickets and access

3.1 The visitor is required to hold a valid ticket and valid proof of identity when entering the event location. Visitors receive a wristband in exchange for the ticket when entering the event location. This wristband must be worn around the wrist for the entire duration of the event and may not be taken off or switch owners. The wristband must be shown at the first request of employees of the organisation, the event location, security staff, the police and/or another competent authority.

3.2 A ticket is issued to the visitor once and only grants the holder of the ticket (once-only) access to the event and the event location. The parking areas of the event are only accessible for vehicles of visitors who are in possession of a valid ticket to the event.

3.3 EVENTIM Benelux B.V. is the exclusive ticketing provider engaged by the organisation for the world. Tickets are only available from the website(s) of the organisation, ticketing provider(s) and the exclusive presale outlet(s) of the ticketing provider(s). Only purchases made at a recognised presale outlet guarantee the validity of the ticket. The burden of proof in that respect lies with the visitor.

3.4 The tickets are sent to the visitor before the start of the event, provided the purchase price for the tickets has been paid. The visitor is required to check the tickets for correctness after their receipt. If the relevant visitor has not received the purchased tickets on time, or if defects or errors in the tickets are identified, the visitor is required to contact the organisation in writing (by letter or e-mail). If a ticket consists of a bar code provided by or on behalf of the organisation, which is provided to the visitor by electronic means of communication (for example by e-mail), the visitor is required to ensure that the ticket can actually be issued by electronic means of communication in a safe manner. The organisation guarantees neither the confidentiality nor the receipt of the ticket.

3.5 The tickets are and remain the property of the organisation. The risk of loss, theft, damage, or abuse of the ticket rests with the visitor from the moment the ticket has been made available to the visitor. The organisation does not accept any liability for the loss of or damage to the tickets due to any cause whatsoever. In the event the organisation is asked to provide replacement tickets, the organisation has the right to refuse such a request or to charge costs therefor.

3.6 The visitor is not allowed to sell or resell the tickets for commercial purposes or to provide them to third parties or to refer to the tickets in commercial advertisements.

3.7 To combat trade on secondary markets, the visitor is only permitted to make his ticket available to third parties for free – or for non-commercial purposes via the official resale platform(s) of the ticketing providers (provided that its applicable terms of use are met).

3.8 If the visitor makes his ticket available for free or via the official resale platform(s) of the ticketing partner to third parties, he is in that case obliged to impose all his obligations under the agreement with the organisation or these general terms and conditions on those third parties. The visitor guarantees that the aforementioned third parties (will) fulfil all these obligations.

3.9 The organisation can decide to sell personalised tickets. The organisation is entitled (but not obliged) to verify the identity of the holder of the ticket in order to establish that the holder is the customer and, if this is not the case, to refuse the holder entrance to the event.

Article 4 Purchase accommodations at web shop

4.1 The agreement between organisation and visitors on purchasing pre-pitched tents or accommodations at Best Kept Secret's web store transpires as soon as one or more items from the web store are ordered and purchased.

4.2 The visitor will only receive their ticket order once the transaction is complete. The delivery of the order will happen on location at the start of the event.

4.3 The placed order is irreversible, and the visitor is unable to modify the agreement once it has made. The organisation retains the right to refuse placed ticket orders at all times, albeit with additional set terms.

4.4 Information, such as announcements and price quotes relating to the event and/or corresponding products, will be administered and displayed as accurately as possible. Additional costs like reservation costs, payments and/or delivery of products may be higher than the prices displayed by the organisation at the web store. The organisation will not accept accountability for potential error or incompleteness in the aforementioned information provided.

4.5 Accommodation tickets will be sent to the visitor 7 days prior to the event at the very least, provided that the rental transaction has been made. After receiving the ticket orders, visitors are required to check their validity. If the visitor's ticket orders are not received in time, or if there are uncompleted defects and errors detected, the visitor is required to send a written statement (by letter or e-mail) to the organisation. If a ticket sent by electronic transmission (like email for instance) has a barcode contingent of the organisation, the visitor needs to take secure measures to confirm that the ticket is safely sent. The organisation does not guarantee confidentiality or reception of ticket orders.

Article 5 Accommodation and entry

5.1 The visitor (including co-occupants) who has ordered a pre-pitched tent or accommodation via the web shop (bestkeptsecret.nl/accommodation) are required to carry with him a valid Weekend Ticket incl. Campsite for the event and a valid ID at all times. Visitors will be granted access to the accommodation upon arrival at the camping after they submit their tickets for their ordered accommodation.

5.2 Throughout the course of their stay at Best Kept Secret, visitors and accompanying guests are solely responsible for the maintenance of their accommodation. Visitors can be held accountable for any inflicted damage or missing items. Visitors will have to pay a deposit when purchasing an accommodation. The deposit will be refunded after the festival weekend in case there is no damage to the accommodation and inventory. Visitors are severally liable for the orderly state in the accommodation. Should there be any damage or missings to the inventory, the accommodation, or any other costs the organisation has the right to settle these costs with the deposit. In case the cost of the damage is more than the security deposit, the visitor has to pay for the additional charges. Smoking, barbecues, or open fire are strictly forbidden in or around the accommodation.

5.3 Each accommodation may only be occupied by the maximum number of persons stated on the website for the relevant accommodation.

5.4 The organisation is not liable for item loss, theft, damage, or injury caused to or by users of the accommodation.

Article 6 Liability

6.1 Visitors enter the event location and attend the event at their own risk. The organisation is not liable for the loss, theft, or damage to the property of visitors.

6.2 The organisation is not responsible or liable for any damage resulting from cancellation, changes or deviations in (the content of) the programme of the event, nor for any other damage, on any other basis, which results directly or indirectly from the acts or omissions on the part of the organisation and/or the event location, on the part of persons employed by (one of) them, or of other persons who have been employed by (one of) them, or on the part of third parties, during the event or in connection with the time spent at the event location, unless the damage results from intent or gross negligence on the part of the organisation.

6.3 To the extent that the organisation should be liable for any damage sustained by the visitor despite the provisions above, said liability will be limited at all times to the direct damage – and therefore excludes indirect or immaterial damage – up to the amount that will be paid out pursuant to the organisation's statutory liability insurance and only if it is required by law to do so. In such cases, the organisation is also liable if the visitor notifies the organisation of the defect without delay, whereby the organisation is also afforded the opportunity to comply with the obligation as yet, and if the organisation continues not to comply with the obligation even after that notice of default has been served.

6.4 The visitor is aware of the fact that loud music will be played during the event. The organisation recommends that visitors wear ear protection and regularly go to an area where no music is played to give their ears a rest.

6.5 The organisation hereby gives notice that even full implementation of an appropriate protection and hygiene concept as well as compliance with all reasonable hygiene measures does not completely exclude the risk of an infection with the coronavirus disease (COVID-19) or other pathogenic organism, such as but not limited to SARS, MERS, etc., for the visitor. If the visitor does become infected, the organisation is not liable for any form of damage.

Article 7 Force majeure, cancellation or rescheduling of the event

7.1 In the event of force majeure the organisation may reschedule the event to another date or location or even cancel it. 'Force majeure' is to be interpreted broadly and includes, inter alia, illness, cancellation by the artist(s), strikes, government measures, fire, adverse weather conditions, epidemics, pandemics, including but not limited to Covid-19, SARS, MERS, other diseases, quarantines etc. or the threat of these or similar circumstances.

7.2 If the organisation cancels the event before it has taken place other than as a result of government measures, epidemics, pandemics or the threat thereof, the organisation will refund the original ticket price as stated on the ticket, if applicable plus any order and service costs, to the visitor who has purchased the ticket through the official point of sale or point of presale as referred to in Article 3.3. If the organisation cancels the event after its start date other than as a result of government measures, epidemics, pandemics or the threat thereof, the organisation will only be required to refund a portion to be determined by the organisation of the aforementioned original ticket price. Refunds as referred to in this Article 7.2 will be made in the manner indicated by the organisation and no later than three (3) months after the date of the cancelled event and only after the visitor has returned a valid and undamaged ticket to the point of sale or point of presale referred to above. Other (consequential) damage, direct or indirect, will not be reimbursed. In addition, the visitor is not entitled to (replacement) access to another event and / or a voucher.

7.3 If, as a result of or in connection with force majeure other than due to government measures, epidemics, pandemics or the threat thereof, the organisation moves the event to another date, the ticket will remain valid for the new date on which the event is scheduled to take place. Should the visitor be unable to attend the event on the new date, he or she will be entitled to return his or her ticket to the point of sale or the point of presale as referred to in Article 3.3 in exchange for a refund of the original ticket price as stated on the ticket, plus any order and service costs, if applicable, provided that the visitor has purchased the ticket through the official point of sale or point of presale mentioned above. Refunds as referred to in this Article 7.3 will be made in the manner indicated by the organisation and no later than three (3) months after the date of the originally scheduled event and only after the visitor has submitted a valid and undamaged ticket to the aforementioned point of sale or point of presale within four (4) weeks after the organisation's announcement of the new date of the event. Any further consequential or other loss or damage, direct or indirect, will not be subject to compensation. In addition, the visitor will not be entitled to access another event and/or a voucher.

7.4 If, as a result of or in connection with force majeure due to government measures, epidemics, pandemics or the threat thereof, the organisation reschedules the event, before it has taken place, to another date within a period of 13 months after the original event, the ticket for this new date will remain valid. Should the visitor be unable to attend the event on the new date, he or she will communicate this

to the organisation and/or the point of sale or point of presale referred to in Article 3.3 within a period determined by the organisation. Any visitor who has purchased the ticket from the aforementioned point of sale or point of presale and is unable to attend on the new date will then be entitled to a voucher equal in value to the original ticket price as stated on the ticket, plus any order and service costs, if applicable. This visitor will then be entitled to use the value of the voucher to purchase a ticket for another event of the organisation for a period of 24 (twenty-four) months after the issue of the voucher, unless another period of validity is stated on the voucher. If the visitor is unable to make use of a voucher, he or she must communicate this to the organisation and/or the point of sale or point of presale as referred to in Article 3.3 within a period to be determined by the organisation at that time. Only in that case the visitor who purchased the original ticket from the point of sale or point of presale mentioned above will be entitled to a refund of the original ticket price as stated on the ticket, plus any order and/or service costs, if applicable. This refund will then take place no later than one (1) month after the new date of the rescheduled event and only after the visitor has submitted a valid and undamaged ticket to the point of sale or point of resale. If, after one (1) month after the new date of the rescheduled event, the visitor informs the organisation and/or the point of sale or point of presale that he no longer wishes to make use of a still valid voucher, the organisation will make a refund in a manner indicated by the organisation. Any further consequential or other loss or damage, direct or indirect, will not be subject to compensation.

7.5 If the organisation cancels the event before it has taken place as a result of or in connection with force majeure due to government measures, epidemics, pandemics or the threat thereof and therefore cannot reschedule it to another date within a period of 13 months after the original event, the visitor who purchased the ticket at the point of sale or point of presale referred to in Article 3.3 above will be entitled to a voucher equal in value to the original ticket price as stated on the ticket, plus any order and service costs, if applicable. The visitor will then be entitled to use the value of the voucher to purchase a ticket for another event of the organisation for a period of 24 months after the issuance of the voucher, unless another period of validity is stated on the voucher. If the visitor is unable to use a voucher, he or she must communicate this to the organisation and/or the aforementioned point of sale or point of presale within four (4) weeks after the voucher has been issued. Only in that case the visitor who purchased the original ticket from the point of sale or point of presale will be entitled to a refund of the original ticket price as stated on the ticket, plus any order and/or service costs, if applicable. In that case, this refund will take place no later than three (3) months after the date of the cancelled event and only after the visitor has submitted a valid and undamaged ticket to the point of sale or point of presale mentioned above.

7.6 A visitor who has acted contrary to the resale prohibition laid down in Article 3.6 of these General Terms and Conditions will not be entitled to a voucher and/or a refund within the meaning of this Article 5. The burden of proof that a visitor has acted in accordance with Article 3.6 rests on the visitor.

Article 8 House rules

8.1 Visitors must adhere to the house rules and instructions of the organization and (local) authorities.

8.2 If the organization deems this reasonably necessary to maintain peace and order during the event, in any case if public order or safety is endangered during the event, it has the right to deny the visitor (further) access to the event and/or remove them from the event site.

8.3 Visitors enter and attend the event at their own risk. The organization is not liable for loss, theft or damage to visitors' belongings or for health damage such as, but not limited to, hearing and sight damage and other disorders.

8.4 Persons under the age of 16 will only be admitted if they are accompanied by a person of 18 years or older.

8.5 Access to the event is only granted upon presentation of a valid admission ticket in combination with a valid ID.

8.6 The wristband that is obtained on arrival at the event must be worn on the wrist for the entire duration of the event. A wristband that is not worn on the wrist does not give access to the event.

8.7 To enable the organization to comply with its legal obligations, visitors must be able to identify themselves upon request. This applies, for example, in the context of the Alcohol Act, from which it follows that no alcohol is served to visitors under the age of 18. Upon arrival, persons under the age of 18 receive a separate or different wristband.

8.8 The organization reserves the right not to serve alcohol to a visitor who is old enough to buy alcohol, but who comes together with friends who are not yet 18, when it is clear that the alcohol is also intended for them.

8.9 Registration of the event without the express prior written consent of the organization in any form whatsoever, including professional photography, filming and making sound and/or image recordings for commercial purposes, is prohibited. It is also prohibited to reproduce or distribute content from the program (booklet), posters, or other printed materials.

8.10 The following items are not permitted to be brought onto the event site: food, glassware, cans, camel bags, large or heavy bags, pets (except assistance animals), (folding) chairs, stools, inflatable objects, umbrellas, parasols, selfie sticks, flags and flagpoles, separate refills or liquids for e-cigarettes or vapes, drugs, fireworks, weapons and firearms, dangerous items, such as aerosol cans or CS gas. Mini (travel) deodorant sprays up to 50 ml are permitted. Professional photo, film, and audio recording equipment may not be brought in without prior approval by the organization. Small handheld powerbanks for charging mobile phones are permitted. Larger battery packs, portable power stations, e-bike batteries, and powerbanks with AC outlets are not allowed. Water bottles (such as reusable plastic bottles or flasks) are allowed if empty. You may bring a light (back)pack or small backpack; these will be checked by security at the entrance.

8.11 Heavy medication, food or liquids required for medical reasons may be brought in, but only if accompanied by a medication passport or a signed medication overview from a pharmacy. These documents are available free of charge at any pharmacy (please note that requesting them can take up to three weeks).

8.12 The organization will confiscate or have confiscated items that are not permitted at the entrance. Legal valuables can be picked up later, illegal things are handed over to the police.

8.13 Visitors to the event can be checked/searched at the entrance. Visitors who refuse to cooperate may be denied access to the event.

8.14 The organization provides the visitor with a cup token that can be exchanged for a drinking cup (soft cup) at the regular bars. An empty and recyclable drinking cup can then be exchanged at the regular bars for a new cup or a cup token. The organization accepts a maximum of 20 drinking cups per visitor at the same time. Non-recyclable (i.e., broken, heavily soiled, etc.) drinking cups cannot be exchanged. The visitor is then offered an option to purchase a new drinking cup against payment.

8.15 Smoking and vaping are strictly prohibited inside tents, canopies, and (temporary) structures. If a visitor’s actions lead to a fine for the organization, the visitor will be held liable for the associated costs.

8.16 It is not allowed to crowd surf, make fire(s) and/or carry out commercial activities on the site.

8.17 Wearing clothing or items that display logos, symbols, or slogans of professional football clubs, motorcycle clubs, or any group or affiliation that may incite unrest, provoke others, or cause disruption, including political movements, activist organizations, or fraternities, is not permitted.

8.18 Expressing oneself in a manner that is offensive, discriminatory, or insulting, as well as wearing or distributing such symbols or items, is strictly prohibited.

Article 9 Cashless event

9.1 The event is a so-called ‘cashless event’. Cash payments are not possible. During the event, visitors can only pay by bank card or credit card for the food and drink products (refreshments) and merchandise products, including tobacco products, offered by the caterers, merchandising and market vendors designated by the organisation.

9.2 The organisation is entitled, but not obliged, to set up a cash desk at the event location for visitors who do not have a bank card or credit card or for visitors whose bank or credit card does not work properly. At this desk visitors can top up a payment card to be made available to them by the organisation with cash. This payment card can be topped up to an amount of €50 or €100.

9.3 The visitor who has been provided with a payment card by the organisation must prevent misuse or use by third parties of the payment card. In the event of loss or theft of the payment card, the risk of any use or misuse thereof between the time of the loss of actual possession of the payment card and the time of blocking is exclusively borne by the visitor. The organisation is not liable for any loss or damage arising from any misuse, loss or theft of payment cards, nor for any loss or damage arising from the misuse, loss or theft of bank cards, credit cards or cash of visitors.

9.4 In the event of breakdowns, maintenance work and/or security measures, it may be necessary for the organisation to stop or restrict the use of payment cards, bank cards and credit cards. The organisation is not responsible for the consequences thereof.

Article 10 Privacy and personal data

10.1 Concluding the agreement with the organisation means that the visitor’s personal and other data may be collected, recorded, and stored in a data file. These personal and other data provided by the visitor are processed by the organisation in accordance with its privacy policy that can be consulted on the organisation’s website(s).

10.2 The organisation will handle the personal and other data it has obtained with due care and process them exclusively in accordance with the General Data Protection Regulation.

10.3 When concluding an agreement with the organisation, the visitor explicitly consents to the processing of personal and other data in accordance with the organisation’s privacy policy.

10.4 Image and/or sound recordings may be made of the event and the visitors and recordings may be made public or reproduced without the organisation or third parties owing the visitor any compensation in respect thereof. In addition, media partners selected by the organisation may make sound and/or audio-visual recordings for the purposes of concert registrations and/or the promotion of the event.

10.5 The visitor hereby transfers any neighbouring rights and/or copyrights and/or image rights to the organisation without any limitation. This transfer relates to any existing and future forms of exploitation of the aforementioned recordings. If, for any reason, this provision fails to result in the transfer of the aforementioned rights to the organisation, the visitor will unconditionally cooperate in said transfer by completing and signing a document prepared for that purpose. The visitor furthermore irrevocably waives the right to invoke his/her moral rights.

10.6 To ensure the safety of the visitor and the protection of persons, building and grounds, there is camera surveillance. At various locations of the event grounds, there are visible security cameras. In the event of any calamity, these recordings may be handed over as support material to the relevant government authorities, including the police and the judicial authorities.

Article 11 Final provisions

11.1 These general terms and conditions are governed exclusively by Dutch law.

11.2 Any disputes of any nature that arise between the visitor and the organisation in connection with the use or application of these general terms and conditions and/or related agreements will be submitted exclusively to the competent court in Amsterdam, unless within one (1) month after the organization has notified the visitor that the case will be submitted to the court, the visitor indicates that he opts for the dispute to be settled by the legally competent court in the Netherlands.