

## GENERAL TERMS & CONDITIONS DELAMAR THEATER

### 1.0 General

- 1.1 The terminology below is defined as follows within the context of these general terms & conditions:
- Visitor/visitors: any person or legal entity entering into an agreement with DeLaMar Theater in any way, directly or indirectly, with regards to attending an Event organized by DeLaMar Theater or a third party in the building of DeLaMar Theater.
  - DeLaMar Theater: Stichting DeLaMar Theater
  - Entrance fee: the price of a ticket, excluding any additional costs (such as, though not limited to, transaction fees and/or shipment costs) but including wardrobe fee.
  - Event: the public or private happening where (a) show(s) of an artistic/cultural nature is performed or any other manifestation of a cultural/artistic or any other nature, taking place in the Building.
  - Building: the place where the Event is held, being the DeLaMar Theater,
  - Organizer: the party responsible for production and/or organization of the Event in the Building.
  - Agreement: the Agreement between the Organizer and the Visitor with regards to attending an Event, concluded by intermediation of either DeLaMar Theater or a ticketing organization brought in by DeLaMar Theater.
  - Gift certificates: PODIUM Cadeaukaart, Nationale Musicalcard, Nationale Theater- en Concertbon, Nationale Musicalbon, Nationale EntertainmentCard and the DeLaMar Theater Cadeaubon, such gift certificates can be exchanged for (part of an) entrance ticket under the conditions as stipulated in these general terms & conditions and under the conditions applicable to the relevant gift coupons;
    - o PODIUM Cadeaukaart: a gift certificate issued by the Stichting Promotie Theater- en Concertbezoek, fitted with a unique certificate ID and a scratch code.
    - o Nationale Musicalcard: a gift certificate issued by the Nationale Musicalbon B.V., fitted with a unique certificate ID and a scratch code, exclusively redeemable for productions by Stage Entertainment;
    - o Nationale Musicalbon: a gift certificate issued by the Nationale Musicalbon B.V., exclusively redeemable for productions by Stage Entertainment;
    - o Nationale Theater- en Concertbon, a gift certificate issued by the Stichting Promotie Theater- en Concertbezoek;
    - o Nationale EntertainmentCard; a gift certificate issued by Stichting Nationale Platenbon;
    - o DeLaMar Theater Cadeaubon: a gift certificate issued by DeLaMar Theater.
- 1.2 These General Terms & Conditions are practised by DeLaMar Theater.
- 1.3 These General Terms & Conditions apply to any agreement between DeLaMar Theater and a visitor of DeLaMar Theater. These General Terms & Conditions also apply to all actions performed in the context of implementation of this agreement. In addition, these General Terms & Conditions apply to anyone attending any Event in the Building, without having concluded an agreement with DeLaMar Theater directly or indirectly.
- 1.4 DeLaMar Theater shall do everything in its power to ensure that the visit to the Building proceeds to the Visitor's satisfaction. DeLaMar Theater shall practice optimal care towards the Visitor. DeLaMar Theater shall also aim to have the events in the Building take place uninterrupted. DeLaMar Theater makes an effort to limit any

nuisance or inconvenience to the Visitor to a minimum, as well as ensure the Visitor's safety as much as possible. DeLaMar Theater is open to suggestions of the Visitor for improvement of its service. The Visitor may contact DeLaMar Theater at all times to that end, via [info@delamar.nl](mailto:info@delamar.nl).

## **2.0 Ticketing/Special offers/Rates**

- 2.1 All special offers, (program) announcements or other information and rates provided by DeLaMar Theater or by third parties (whether or not in name of DeLaMar Theater), are non-committal. DeLaMar Theater rejects any liability for any mistakes in the announcements, special offers, messages or otherwise issued information or rates to the Visitor by DeLaMar Theater and by third parties, as well as for any mistakes made in (pre) sales of tickets by third parties including the so-called pre-sales establishments.
- 2.2 Upon request, the Visitor is always obliged to show his ticket and any other coupon justifying any discount to said ticket, to persons recognizable as officers of DeLaMar Theater. In any case, the ticket must be shown upon entry of (the relevant area in) the Building, including when the Visitor has left (the relevant area in) the Building during (or for the duration of) an Event.
- 2.3 The Visitor is not eligible for restitution of the entry fee or any other restitution (i) in the case of loss or theft of his/her ticket or (ii) in case the Visitor has obtained the ticket from a third party that is not DeLaMar Theater and the third party has not forwarded the entry fee to DeLaMar Theater for reasons pertaining to said third party. Failure to use a ticket for whatever reason, is at the Visitor's own expense. No restitution can be claimed for an obtained ticket.
- 2.4 If and in so far as the Visitor is prevented from attending the show for which tickets have been purchased, for reasons that cannot be ascribed to DeLaMar Theater and for any reason other than stipulated in article 2.3, DeLaMar Theater offers the Visitor the opportunity to exchange the tickets no later than one week prior to the date of the show, for tickets to another show performed at DeLaMar Theater. If the rate of the tickets to the alternative show is lower or higher, the original reservation is cancelled and a new reservation is created for the Visitor. An administration fee of EUR 2.50 per ticket applies with a maximum of EUR 10.00 both for exchanging tickets and for creating a new reservation. The stipulations of this paragraph do not apply to group reservations of ten persons or more.
- 2.5 The tickets are and remain the property of DeLaMar Theater or the Organizer of the Event and are issued to the Visitor by or for DeLaMar Theater provided that prior consent of DeLaMar Theater and/or the Organizer is required to i) sell the tickets to third parties or issue the tickets in any other way, commercially, directly or indirectly, ii) offer the tickets - in any way - in commercial expressions or refer to the tickets in any other way. If and to the extent that DeLaMar Theater or the Organizer establishes that the Visitor has acted in violation of the aforementioned conditions, the tickets shall be invalidated. Holders of such tickets shall be denied entry to the Event without the right to any (damage) compensation or restitution. DeLaMar Theater maintains the right to refuse reservations of a Visitor at all times, if DeLaMar Theater suspects or has established that said Visitor has acted in violation of the conditions described above.
- 2.6 The ticket provides its holder with the right to attend the Event. Only the first holder of the ticket showing the ticket upon commencement of the Event is granted access. DeLaMar Theater assumes that the holder of this ticket is its rightful owner. DeLaMar Theater is not obliged to perform additional checks with regards to valid tickets. It is the Visitor's responsibility to ensure that he becomes and remains the rightful holder of

the ticket issued by DeLaMar Theater or by a (pre) sales establishment employed by DeLaMar Theater.

- 2.7 A ticket may consist of a document issued by or for DeLaMar Theater or a bar code issued by or for DeLaMar Theater. The bar code is a unique code.
- 2.8 The ticket is issued once and grants access to one person.
- 2.9 Once the ticket is issued or submitted to the Visitor, the risk of loss, theft, damage or abuse of the ticket resides with the Visitor.
- 2.10 The ticket consisting of a bar code may be issued to the Visitor via electronic communication (email). If the Visitor has opted to receive the ticket in this way, the Visitor must ensure that this ticket can be securely submitted via electronic communication. DeLaMar Theater cannot guarantee confidentiality of the submitted ticket nor its receipt.
- 2.11 If the Visitor has special requests with regards to tickets, such as wheelchair accessible seats or support by SOHO dogs, reservations must be made by telephone (and therefore not online). The Visitor must communicate the specific requests when making the reservation by telephone. Reservations pertaining to such special seats are subject to availability.
- 2.12 If the Visitor claims a discount pertaining to a ticket reservation, such a reservation may only proceed online unless the discount announcement explicitly states that the discount also applies to telephone and box office reservations. Upon commencement of the telephone call, the Visitor must indicate that he wishes to claim the discount.
- 2.13 Upon placing a reservation, DeLaMar Theater or the ticketing organization employed by DeLaMar Theater also charges reservation costs in addition to the Entry fee consisting of: service costs charged per ticket, subject to exceptions, and a transaction fee plus a one-off shipment fee, if applicable, per reservation. This may differ per ticketing organization.

### **3.0 Payment and establishment of the Agreement**

- 3.1 The following payment methods are allowed in view of the Agreement:
  - a. If the Visitor purchases the ticket at the box office of DeLaMar Theater; cash, PIN, credit card or if and insofar as allowed by DeLaMar Theater for that specific Event: payment by gift certificate;
  - a. In the case of telephone reservation: credit card, gift certificate and iDEAL. In the case of reservations via the website of DeLaMar Theater and/or the ticketing organization employed by DeLaMar Theater: credit card, iDEAL and gift certificate;
  - b. If not enough time remains between the ticket reservation and the date of the show for advance payment to be processed in time: payment at the box office of DeLaMar Theater using any payment method in sub a. of this article.
- 3.2 The Agreement becomes final
  - a. in the case of payment by credit card, iDEAL, bank transfer and PIN:
    - If and as soon as DeLaMar Theater or the ticketing organization employed by DeLaMar Theater has received (authorization of) payment by the Visitor;
    - If the agreement is concluded via the website of DeLaMar Theater or over the phone, the (conclusion of) the Agreement is confirmed to the Visitor via email.
    - If no (authorization of) payment by the Visitor is obtained, the Visitor is notified of the failed payment transaction and the failed conclusion of the Agreement via email or regular mail.
  - b. In the case of payment at the box office of DeLaMar Theater:
    - If and as soon as the payment transaction via any of the payment methods stipulated in article 3.1 sub a. is completed and the ticket is issued to the Visitor;

- c. In the case of payment via gift certificate:
  - If and as soon as the gift certificate plus any additional payments have been received as stipulated in article 3.2 sub a;
  - If during the redeeming process of the gift certificate the value of the gift certificate proves to exceed the value of the tickets, each gift certificate shall be treated in accordance with the stipulations in article 4.4.
- 3.3. Reservations made by the Visitor are irrevocable. It is not possible to make changes to provisional reservations or concluded Agreements. The stipulations in article 2.4 may apply.
- 3.4 DeLaMar Theater makes an effort to submit the tickets to the Visitor no later than 7 days following full payment receipt. If and insofar as the Visitor has not received the tickets within 7 days, it is recommended to contact DeLaMar Theater.

#### 4.0 Gift Certificates

- 4.1 If the Visitor intends to pay for his ticket reservation with a gift certificate, the reservation may take place via the website of DeLaMar Theater as well as by telephone or at the box office of DeLaMar Theater. In the case of reservation by telephone, the Visitor shall indicate that he wants to use a gift certificate for (partial) payment.
- 4.2 If the Visitor wishes to use the **PODIUM Cadeaukaart**, the **Nationale Musicalcard** (for productions by Stage Entertainment) or **the Nationale EntertainmentCard**; via telephone, online or box office reservation, the following conditions apply:
  - The Visitor must provide both the coupon ID and the scratch code of the Certificate. Upon verification and - if applicable - upon receipt of any additional payment - DeLaMar Theater shall submit the tickets to the Visitor.
  - If the value of the Certificate exceeds the value of the tickets including additional costs, the residual value shall remain available for later use of the Certificate.
 If the visitor wishes to use the **Nationale Theater- en Concertbon**, the **Nationale Musicalbon** (for productions by Stage Entertainment only) or the **DeLaMar Theater Cadeaubon** via telephone or box office reservation, the following conditions apply:
  - DeLaMar Theater issues a pick-up code to the visitor. The Visitor must provide the gift certificate at the box office. Upon receipt of any additional payment, if applicable, DeLaMar Theater shall submit the tickets to the Visitor.
  - The Visitor may make a reservation by telephone. Payment shall proceed at the box office of DeLaMar Theater upon provision of the gift certificate by the Visitor.
  - If the value of the certificate exceeds the value of the tickets plus additional costs, restitution of the residual amount cannot be claimed.
- 4.3 DeLaMar Theater only accepts the gift certificate if it is associated with a valid reservation ID or contains a unique certificate ID and a scratch card.
- 4.4 The Visitor is liable for submission and receipt of gift certificates at his own risk and his own expense. DeLaMar Theater rejects any liability for loss of said gift certificates.
- 4.5 If the ticket rate is lower than the amount of the Gift certificate, restitution of the residual amount cannot be claimed.

#### 5.0 Residing in the building

- 5.1 While residing in the Building, the Visitor shall behave in accordance with public order, common decency and in line with the rules pertaining to the attended Event. In this context, the Visitor is also obliged to adhere to directions and instructions provided by recognizable offers of DeLaMar Theater. If according to reasonable judgement of an officer of DeLaMar Theater the Visitor's actions are in conflict with these standards,

directions or instructions in any way, the Visitor may be prohibited to access the Building for the relevant Event without any right to restitution of his/her ticket.

5.2 The Visitor is prohibited from:

- a. selling or providing for free any goods or written information of any nature to third parties in the Building without explicit consent from DeLaMar Theater's management;
- b. bringing any pets or other animals into the Building with the exception of an officially trained guide dog;
- c. bringing any foods and/or (alcoholic) consumptions into the Building;
- d. bringing any objects or materials into the Building that are deemed hazardous or inconvenient to other visitors by an officer of DeLaMar Theater;
- e. bringing any drugs into the Building and/or ingesting them while residing inside the Building;

5.3 In special cases where general safety requires it, DeLaMar Theater's management may demand to inspect the Visitor's (hand) luggage. If such is deemed necessary, the Visitor may be requested to be subjected to safety frisking by specially trained personnel. If the Visitor refuses to collaborate, (further) access to the Building may be denied without the right to entry fee restitution.

5.4 The Visitor is prohibited from taking any photo, video, film, sound or other recording equipment - including (mobile) communication equipment with these functions - into the Building and the Hall without prior written consent from the DeLaMar Theater management or from using said equipment without prior written consent from the DeLaMar Theater management. Telephone devices or other wireless communication means must be turned off prior to entering the Hall. Officers of DeLaMar Theater recognizable as such are authorized to demand that the Visitor hand over any equipment found, and to retain said equipment for as long as the Visitor resides in the Building and the Hall. Said officers are also authorized to destroy any audio and/or audiovisual recordings created in violation of the aforementioned. If the Visitor refuses to collaborate, (further) access to the Building may be denied without the right to entry fee restitution.

5.5 DeLaMar Theater maintains the right to make or commission visual and/or audio recordings of the Event visited by the Visitor. The Visitor shall refrain from any copyright-related objections or otherwise, against the use of his portrait/resemblance in the context of publication and/or multiplication of said Events.

5.6 All areas in the Building are subject to their respective smoking regulations. The Visitor must adhere to these smoking regulations. The operator of the Building as well as officers of DeLaMar Theater recognizable as such, are authorized to deny (further) access to the Building upon refusal to collaborate by the Visitor, without the right to claim restitution of the entry fee.

## **6.0 Liability of the Theater**

6.1 The Visitor's presence in the Building is at his/or own risk and expense.

6.2 DeLaMar Theater is only liable for the Visitor's material, personal and/or consequential damage, that is a direct consequence of intent or gross negligence of DeLaMar Theater and/or its officers, provided that such damage is covered by DeLaMar Theater's insurance or should in all reasonableness and fairness have been insured and only to the extent of the maximum amount covered. Exemptions to the Theater's liability include but are not limited to:

- a. damages resulting from third party actions, including persons and lessees of (areas in) the Building employed by DeLaMar Theater and persons employed by such third parties.
  - b. damages resulting from failure by officers to comply with instructions provided by DeLaMar Theater and from failure to comply with generally applicable standards of decency;
  - c. (consequential) damages resulting from unforeseeable changes in commencement and completion times of the events relevant to the agreement between DeLaMar Theater and the Visitor.
  - d. any damages caused by other visitors in any way.
  - e. All other indirect damages
- 6.3 DeLaMar Theater can never be held liable for damages suffered by the Visitor as a result of force majeure. Force majeure includes but is not limited to any circumstance independent of DeLaMar Theater's will - even when it was already considered a possibility at the time of concluding the agreement -, that prevents adherence to the agreement either temporarily or permanently, including war, war violence, civil war, revolt, riots, police and/or fire department actions, strike, problems with transportation, fire, water damage and other severe faults in the company of DeLaMar Theater or in the Building, failure of and damage to (technical) equipment in the Building or pertaining to the Event, death of one or more members of the Royal Family or situations of national grievance causing the Event to get cancelled, weather circumstances and non-functioning public transportation regardless of the reason.

## **7.0 Reclaims/ complaints**

- 7.1 Complaints about the performance of the agreement between DeLaMar Theater and the Visitor must have been received by the management of DeLaMar Theater via [info@delamar.nl](mailto:info@delamar.nl) within seven days after the agreement has been performed. Complaints filed after such term has ended will not be taken into consideration by DeLaMar Theater.
- 7.2 Reclaims with regards to the following complains and circumstances which cannot be prevented by DeLaMar Theater or attributed to DeLaMar Theater are considered void and can therefore never cause DeLaMar Theater to be liable for (damage) compensation:
- a. complaints and circumstances pertaining to changes in the program, including but not limited to changes in the performing cast, in the composition of the program, cancellation or rescheduling of events to another date;
  - b. complaints and circumstances pertaining to the quality of the performances of the events governed by the agreement between DeLaMar Theater and the Visitor;
  - c. complaints and circumstances pertaining to nuisance or inconvenience caused by other visitors or illegal intruders, including but not limited to noise disturbance, inappropriate behavior, theft and molestation; upon repeated disturbance or inconvenience caused by certain yet to be identified visitors, DeLaMar Theater shall take appropriate action to deny these visitors access in the future if necessary;
  - d. complaints and circumstances pertaining to nuisance or inconvenience caused by Building maintenance activities, or to the consequences of such maintenance activities that were reasonably allowed to proceed at that moment in time;
  - e. complaints and circumstances pertaining to nuisance or inconvenience caused by improper functioning of facilities in the halls of the Building;

- f. complaints and circumstances pertaining to nuisance or inconvenience, including limited visibility for the Visitor, caused by (audio) recordings by media and by the associated technical provisions installed in the halls;
- g. complaints and circumstances pertaining to (sound) nuisance caused by simultaneous events, including actions necessary for preparing these events, or related to these events in any other way, in other areas of the Building.
- h. complaints and circumstances pertaining to attribution and distribution of seats and/or a modification of the seat plan required by circumstances.
- i. complaints and circumstances pertaining to nuisance or inconvenience including limited visibility of the stage and supertitles;
- j. complaints and circumstances pertaining to the presence or absence of supertitles, caused by improper functioning of the technical equipment or DeLaMar Theater's decision whether or not to offer those provisions;
- k. complains and circumstances pertaining to nuisance or inconvenience due to public transportation strikes;
- l. complaints due to the Visitor having been refused from entering the hall because the Event in this hall has already begun.
- m. complaints and circumstances pertaining to parking problems due to overcrowding.
- n. complaints and circumstances pertaining to expectations raised by third parties.

## **8.0 Cancellation or modification of an Event**

- 8.1 If and insofar as DeLaMar Theater and/or the Organizer are forced to cancel the Event(s) for whatever reason, the Visitor is eligible for restitution of demonstrably paid Entrance fees. Restitution of Entry fees can be issued by DeLaMar Theater or by the organization that has sold the tickets for the Event to the Visitor. In such case, the Visitor shall be informed in time. Any additional costs, such as - though not limited to - service fees or costs pertaining to transportation/accommodation already booked by the Visitor are explicitly rejected for compensation by DeLaMar Theater.
- 8.2 If and insofar as DeLaMar Theater and/or the Organizer of the Event are forced to change the date of (a) show(s) pertaining to the Event for whatever reason, the Visitor shall be offered the possibility to use the already purchased tickets to access the show on the newly determined date(s). If and insofar as the Visitor indicates that he does not want to make use of this option, the Visitor is eligible for restitution of demonstrable paid Entrance fees. The stipulations in article 8.1 apply in full.

## **9.0 Personal data**

- 9.1 The privacy policy that can be found on the website of DeLaMar Theater applies to personal data processing executed by DeLaMar Theater.

## **10.0 Intellectual property rights**

- 10.1 All intellectual property rights pertaining to names, logos, copy, images, photos, audio files, animation files and audiovisual files related to DeLaMar Theater or the Event are the property of DeLaMar Theater or the Organizer of the Event. The Visitor is prohibited from publishing it directly or indirectly and/or multiplying or using it in any other way, unless prior written consent by DeLaMar Theater and/or the Organizer of the Event has been obtained.

## **11.0 Miscellaneous conditions / regulations**

11.1 This agreement is subject to the general terms & conditions of the Organizer and the general terms & conditions of the organizations through which the Visitor has purchased the tickets to the Event.

**12.0 Applicable law / Authorized court**

12.1 These General Visitor terms & conditions and the agreement between the Visitor and DeLaMar Theater are governed by Dutch law.

12.2 Any disputes resulting from the agreement between the Visitor and DeLaMar Theater shall be exclusively submitted to the competent court in Amsterdam.

The General Terms & Conditions were last edited on 6 July 2018.