



festival travel[®]

**General Terms & Conditions
Superstruct Travel & Stay Services BV 2025**

Versie: 22-10-2024

Article 1: Definitions

For the purposes of these General Terms and Conditions, the following definitions apply:

- 1.1 General Terms and Conditions: these general terms and conditions of Festival Travel.
- 1.2 Train Terms and Conditions: general terms and conditions for Festival Travel Trains.
- 1.3 Bus Terms and Conditions: general terms and conditions for Festival Travel Buses.
- 1.4 Customer: the natural or legal person for whom Festival Travel mediates in concluding an agreement between the customer and the event organizer (products – event tickets) and/or the relevant service provider (services, including accommodation, travel, and add-ons) for obtaining products and/or services, and to which these general terms and conditions and/or train terms and conditions apply.
- 1.5 Products: this includes, but is not limited to, tickets.
- 1.6 Services: this includes, but is not limited to, tickets for accommodation, travel, and add-ons. These include, but are not limited to:
 - 1.7 Stay – for example, campsites, hotels, hostels, etc., near or at the event location.
 - 1.8 Travel – for example, parking spaces, bus trips, interrail, etc.
 - 1.9 Add-ons – such as lockers, pre-parties, and other activities.
- 1.10 Items: products and services.
- 1.11 Ticket(s): the document that serves as an entry ticket to an event, proof of accommodation, travel, and add-ons, including electronic tickets.
- 1.12 Travel Ticket: the ticket received after payment and upon completion of the train allocation, combined with a valid identification document. The name and document number on the identification must match the name and document number on the ticket.
- 1.13 Event: a festivity or other occurrence for which Festival Travel sells tickets.
- 1.14 Event Organizer: the natural or legal person who produces or organizes an event and is responsible for it.
- 1.15 Service Provider: the natural or legal person who offers a service and is responsible for it.

Article 2: Scope

2.1 These General Terms and Conditions (hereinafter: conditions) of Superstruct Travel & Stay Services B.V., trading under the name Festival Travel, Isolatorweg 36, 1014 AS Amsterdam, The Netherlands (hereinafter: 'FT') apply to all agreements the customer concludes with FT, including, but not limited to, products presented in FT's webshop (www.festival.travel). They also apply to agreements the customer concludes with FT regarding items presented in the webshops of Sziget Festival (<https://szigetfestival.com/nl/webshop>).

2.2 The applicability of any other general terms and conditions is expressly excluded unless otherwise agreed. Exceptions are:

- a. FT's Train Terms and Conditions and Bus Terms and Conditions, which apply alongside these conditions if the customer enters into an agreement with FT as described in 2.1 and also concludes an agreement for transportation with FT as indicated on the travel ticket.

- b. The general terms and conditions of the event organizer and/or service provider applicable to the customer.

2.3 The subject of the contractual relationship between the customer and FT, governed by these conditions, is the resale of tickets and, optionally, at the customer's express request, mediation for accommodation (e.g., campsites, hotels, hostels, etc.) near or at the event location, travel (e.g., parking spaces, bus trips, interrail, etc.), and mediation for add-ons (e.g., lockers, pre-parties, and other activities). In exceptional cases, FT may directly offer these add-ons.

Article 3: Offer and Conclusion of Agreement

3.3 The agreement is concluded when FT, after a reservation is made online (via the webshop(s)) or by other means, receives the relevant payment from the customer. The customer, when confirming their order, must always carefully check whether the correct tickets have been reserved. The customer must ensure that the email address provided for processing the order is correct, or in exceptional cases where tickets are sent in hard copy, that the provided address is correct.

3.4 FT reserves the right to reject the acceptance of a customer's offer and to sell to another customer for reasons such as doubts about the accuracy or validity of the information provided by the customer when ordering or the payment method used by the customer. This also applies if there is suspicion of misuse, for example, when a maximum number of tickets per event is exceeded. FT will endeavor to inform the customer in such cases. FT and the event organizer/service provider reserve the right to limit the number of products/services that can be reserved.

3.5 Each agreement is entered into under the condition of sufficient availability of the relevant products (tickets) or services. In exceptional cases, FT reserves the right to rebook an already confirmed reservation, but only if it can reasonably be required of the customer, considering FT's interests.

3.6 The natural or legal person who enters into an agreement on behalf of or for a third party is jointly and severally liable for all obligations arising from the agreement.

3.7 The right of withdrawal under Directive 2011/83/EU does not apply. Cancellation by the customer after payment is not possible. The provisions of Article 6:230p sub e BW apply to tickets.

3.8 FT is entitled to engage third parties for the execution of agreements. For example, FT uses the Adyen payment platform for executing agreements.

Article 4: Prices and Payment

4.1 FT sells tickets and services on behalf of event organizers and service providers, who determine the prices and available places.

4.2 The price in euros displayed via the webshops is based on the prices valid at the time of the conclusion of the agreement and includes VAT but excludes any other government or third-party charges.

4.3 FT charges service fees for every order. Shipping costs apply if tickets are not sent via email but by post.

4.4 The customer must pay for the tickets or services ordered via the webshops at the price stated in the agreement. The total amount is due immediately after the conclusion of the agreement(s) and must be paid to FT in advance. FT offers the following payment methods unless otherwise stated in the webshops: iDeal, Bank Transfer, Bancontact, Maestro, Mastercard, PayPal, and VISA. FT reserves the right to modify payment methods.

4.5 The customer is obliged to immediately report any inaccuracies in the provided or stated payment information to FT.

4.6 If the customer fails to make timely payment, they are automatically in default without further notice. The customer is then liable for the payment of late payment interest equal to the applicable statutory (commercial) interest on the outstanding amount. In calculating the interest, part of a month is considered a full month. Furthermore, the customer is liable for all judicial and extrajudicial costs related to collecting the amount owed, with a minimum of 15% of the amount to be collected and at least €40. Legal costs are not limited to the court-ordered costs but will be fully borne by the customer if they are largely unsuccessful.

Article 5: Tickets and Delivery Conditions

5.1 If the customer provides FT with a (email) address orally, in writing, or via email, FT is entitled to deliver all assignments (tickets) to that address until the customer provides FT with a new address in writing.

5.2 All tickets and services delivered to the customer remain the property of the event organizer or service provider until all prices owed by the customer for the delivered products and services have been fully paid. Therefore, it is up to the event organizer or service provider to decide whether tickets can be resold to third parties.

5.3 Special requests, such as requests for people with disabilities, must be communicated to FT in a timely and explicit manner via the contact page on the website. FT cannot guarantee that these special requests can be accommodated.

5.4 Upon receipt, the customer must check the tickets for accuracy and report any errors or inaccuracies to FT as soon as possible.

5.5 FT endeavors to send the tickets before the delivery date stated in the reservation confirmation. Delivery is made via email or package delivery at the customer's expense unless otherwise agreed upon. If delivery to the customer is not possible, the shipment will be sent to the nearest distribution office, where it will be held for a certain time. The carrier will leave written proof at the delivery address. If the customer does not receive or collect the ticket and has been notified in advance of the shipment, the non-attendance of the event will be at the customer's risk.

5.6 Exceeding any delivery deadline does not entitle the customer to compensation. Nor does it entitle the customer to cancel the order unless the delay is so significant that it would be unreasonable to expect the customer to uphold the agreement. If the ordered tickets cannot be delivered to FT itself, FT is released from its obligation to perform and may cancel the agreement without granting the customer any right to compensation. FT will inform the customer if the order cannot be delivered and refund any payments already made by the customer.

5.7 If external travel services are used, including but not limited to flights and international trains, the terms and conditions of the respective supplier, as well as the supplier's standard ticket delivery processes, will apply.

5.8 The risk of loss or damage to the tickets passes to the customer upon delivery (e.g., by dropping them in the mailbox).

Article 6: Guarantees and Liability

6.1 The customer acknowledges that FT acts as an intermediary in offering and selling products to facilitate the conclusion of the agreement between the customer and the event organizer/service provider. FT is therefore not responsible for, nor does it guarantee, the quality and content of the event organized by the event organizer or the services provided by the service provider. Consequently, FT accepts no liability. In the event of ticket invalidation by the event organizer/service provider or denial of access, the customer cannot claim a warranty from FT. The customer's claims related to the event or services (e.g., hotel stays) must be directed at the event organizer or service provider.

6.2 FT is not liable for (consequential) damages if it cannot be attributed to FT, e.g., when ticket delivery fails due to an incorrect email address or delivery address or if the customer fails to receive the ticket. FT is also not liable for delays or incorrect deliveries not attributable to FT.

6.3 FT cannot be held responsible for damage or loss of products. In the event of loss or theft, the customer cannot claim a refund or replacement of the product/service. FT also accepts no liability for products obtained from third parties by the customer.

6.4 FT's liability for any attributable failure to perform the agreement or for tortious acts is limited to compensation for direct damage up to 100% of the agreed price, unless the failure is not attributable to FT (e.g., in the case of bankruptcy or suspension of payments by the event organizer). This limitation of liability does not apply if the damage results from intent or gross negligence on FT's part.

6.5 The exclusion and limitation of liability also apply if FT is liable for errors made by third parties engaged by FT (e.g., Adyen) or subordinates.

6.6 The customer must notify FT in writing of any damage and potential liability as soon as possible after its occurrence. The customer must first notify FT in writing of any default and provide a reasonable period for correction. FT's liability for an attributable failure only arises if FT continues to fail to meet its obligations after the correction period has elapsed.

6.7 The customer indemnifies FT against all claims from third parties related to the customer's failure to comply with any obligation toward FT.

Article 7: Force Majeure

7.1 FT is not responsible for non-performance of its obligations under the agreement if the failure to perform is not due to its fault or attributable to FT by law, legal act, or generally accepted practices.

7.2 Force majeure includes, but is not limited to: strikes, defective machinery, epidemics, business disruptions, storms, fires, water damage, war (or threat of war), riots, import/export restrictions, roadblocks, as well as government measures or any impediment caused by incomplete, late, or non-performance of obligations by third parties engaged by FT.

7.3 In the event of force majeure, FT is entitled to suspend or cancel the customer's order without judicial intervention. FT will notify the customer and is not liable for any compensation unless, under the circumstances, it would be unreasonably unfair not to do so.

Article 8: Cancelled or Postponed Events

8.1 The customer is responsible for checking whether an event has been postponed or canceled and for the new date, time, and/or location. After receiving the necessary information from the event organizer, FT will make an effort to inform the customer of any cancellation or postponement. However, FT cannot guarantee timely notification to the customer. FT is not responsible for any expenses incurred.

8.2 Depending on the applicable rules for the event, the customer may contact the event organizer to find out whether and how tickets can be returned and whether a refund will be issued by the event organizer or if the tickets remain valid for the rescheduled event. If the event organizer requests FT to refund the ticket fees to the customer, FT will do so only after receiving the relevant amounts from the event organizer. Service fees and any package shipping costs are not refundable.

8.3 In the case of postponed or canceled events, additional products or services sold on top of the tickets are not eligible for a refund.

Article 9: Personal Data

9.1 The customer is deemed to have taken note of FT's privacy statement, which can be accessed on the FT website, and agrees to the processing of the personal data they have provided as described therein.

Article 10: Changes

10.1 Parties may only agree to changes to these general terms and conditions in writing.

10.2 FT is entitled to amend these general terms and conditions and declare the amended terms applicable to agreements. The amended terms will be considered accepted if the customer does not object to the amended terms within 14 days after they have been sent to or made known to the customer. The amended terms can be accessed on the FT website.

10.3 If one or more provisions of these terms or any other agreement with FT are found to be in conflict with any applicable legal provisions, the relevant provision will be nullified and replaced by a legally permissible provision established by FT.

10.4 FT reserves the right to make changes regarding the exclusion or addition of products or services in the webshops.

Article 11: Applicable Law, Competent Court, and Complaint Procedure

11.1 Dutch law applies to the agreement between FT and the customer, as well as these general terms and conditions.

11.2 Any disputes will be submitted exclusively to the competent court in Amsterdam (The Netherlands).

11.3 Only the Dutch version of these terms is considered authentic and authoritative for interpretation.

11.4 Before either party submits a dispute to the court, any shortcoming or complaint regarding the execution of the agreement must be promptly communicated to FT. FT will make every effort to address and resolve the shortcoming or complaint, as far as is reasonably possible and necessary. If the shortcoming or complaint is not satisfactorily resolved for the customer and results in damages, the customer may submit a written complaint within one (1) month after the service or event related to the complaint occurred. The complaint must be submitted in writing to:

- Superstruct Travel & Stay Services BV, Attn: Customer Service, Isolatorweg 36, 1014 AS Amsterdam
- Or via the contact form found at <https://en.festival.travel/contact>.

11.5 FT notes regarding the complaint procedure outlined in 11.4 that, if FT has only acted as an intermediary in the conclusion of the agreement between the customer and the event organizer/service provider, the customer must address the shortcoming or complaint related to the execution of the agreement to the event organizer/service provider.

11.6 The parties will treat any disputes that arise between them as strictly confidential and will not disclose such information to third parties.

11.7 The above provisions remain in effect even after the termination of the agreement.

Article 12: Miscellaneous

12.1 If FT's Train Terms and Conditions apply, these terms and conditions also apply if the customer orders additional products and/or services falling within the scope of these terms and conditions (see also Article 2 of these general terms).

12.2 At events and by service providers, it is strictly prohibited to bring the following items: glassware of any kind, such as wine and beer bottles, alcoholic beverages, plastic of any kind, such as plastic bottles, cans, fireworks, any narcotics and/or synthetic drugs, weapons, or any other dangerous object. Failure to comply will result in confiscation, and FT, the event organizer, and/or service provider may impose further consequences. Event organizers and service providers may also impose additional house rules on customers.

12.3 It is known that customers may be subjected to a search before entering the event or receiving services. Customers who do not comply with this search may be denied entry, and no refund will be provided.

12.4 Obvious mistakes and clerical errors by FT, in any form, do not bind FT.

General Terms and Conditions of Festival Travel (version October 25, 2024)

These terms and conditions can be found on the following page:

<https://en.festival.travel/general-terms>.