

General Terms and Conditions for the Purchase and Redemption of the Festival Gift Card

All agreements between TicketGift B.V. and the Supplier as well as the Holder are subject to the following General Terms and Conditions.

Last update: August 2024. These General Terms and Conditions can be viewed free of charge at any time on the Festivalcadeau website.

1. Definitions

- **Promotional Cards:** Gift Card subject to special promotional conditions.
- **Payment:** The payment made by a Supplier and processed by Festivalcadeau by transferring (part of) the Credit on the Holder's Gift Card to the account of TicketGift B.V.
- **Gift Card:** The physical and/or electronic instrument and/or set of procedures that allow holders to access or obtain a Gift Card issued by Intersolve to the Holder. The Gift Card functions as a payment instrument that can be used and accepted as a means of payment at event organizations.
- **Festivalcadeau:** TicketGift B.V., operating under the name Festival Gift Card, is a limited liability company established under Dutch law, located at Rhoneweg 20, 1043 AH, Amsterdam, and registered with the Dutch Chamber of Commerce under number 76673774. In collaboration with Intersolve B.V., located at Fonteinkruid 4, 3931 WX Woudenberg, and registered with the Chamber of Commerce under number 32159718 ("Intersolve"), it issues the Gift Card. Intersolve, as a licensed electronic money institution ("EMI"), is supervised by both De Nederlandsche Bank ("DNB") and the Authority for the Financial Markets ("AFM"). The funds received from the sale of Gift Cards are secured in a specific account, ensuring that payments to event organizations and refunds to holders are always guaranteed.
- **Validity:** The remaining term of the validity period of the Gift Card.
- **Holder:** A natural person or legal entity in possession of or with access to a Gift Card.
- **Brand:** The trademark registered with the Benelux Office for Intellectual Property in the name of TicketGift B.V. or its licensor.
- **Payment Service Provider:** The party that, only in the event of a distributing role of that Payment Service Provider, plays a strictly technical role between Festivalcadeau and the event organization, making it possible for the event organization to accept Payments from Holders as payment for tickets offered for sale in its web store. The (amended) general terms and conditions always apply to existing agreements after publication on the Festivalcadeau website www.festivalgiftcard.com.
- **Credit:** The amount for which the Gift Card is issued by Festivalcadeau, reduced by the Payments already made by the Holder.
- **Event Organization:** The natural or legal person organizing events where tickets are sold for a cash price and who provides tickets against Credit.
- **Supplier:** The natural or legal person who purchases a Gift Card and thus receives a unique gift card including a unique 19-digit code.
- **Redeemer:** The natural or legal person who redeems the gift card with a unique code for a ticket for an event where the event organization is affiliated with Festivalcadeau.

- **Redemption:** The Redemption of Credit relates only to tickets. The Redemption of Credit for both electronic and physical currency sales or Credit used for beverages is excluded.
- **Redemption Point:** Company where the Festival Gift Card can be exchanged for a product/service.

2. General

1. The Holder in these General Terms and Conditions is the person who uses the Gift Card. The Gift Card is transferable. With a transfer, all rights and obligations under this agreement are also transferred to the new Holder.
2. TicketGift B.V. is not a party to any agreement between the Holder and the Redemption Point or between the Holder and the event organization concerning the execution of the tickets to which the tickets relate. The Holder has no claim against TicketGift B.V. regarding the purchase of tickets or the execution of the tickets concerned.

3. Credit

1. The Credit to be placed on the Gift Card can be no more or less than what TicketGift B.V. indicates. TicketGift B.V. may limit the maximum number of Gift Cards that can be obtained at one time and/or the Credit thereon. The Credit on a Gift Card purchased through a TicketGift B.V. website must be activated in the manner indicated by TicketGift B.V.
2. It is not possible to place Credit on a Gift Card that already has Credit on it.
3. Credit on a Gift Card can only be placed according to the instructions of TicketGift B.V.
4. If Credit is correctly placed on the Gift Card, TicketGift B.V. guarantees that the Credit is equal to the amount paid by the Holder for that purpose.
5. The Credit on the Gift Card entitles the Holder to purchase tickets at the Redemption Point(s) up to the amount of the Credit. The Credit can only and exclusively be used for the purchase of tickets.
6. The Credit is reduced by the price of the ticket(s) purchased with it.
7. The Holder can view the remaining Credit and the Validity of the Gift Card via www.festivalcadeau.com. There are Gift Cards with different validity periods called Promotional Cards. After the expiration of the validity period, the Gift Card can no longer be redeemed.
8. TicketGift B.V. reserves the right to block the expired Gift Card at any time.
9. Special promotional conditions may apply to Promotional Cards. To the extent that the special promotional conditions and General Terms and Conditions are inconsistent or where the General Terms and Conditions do not provide for something that the special promotional conditions do, the special promotional conditions will apply.
10. It is not possible to have Credit paid out in cash.
11. TicketGift B.V. does not guarantee that the Credit can always be redeemed at all redemption points indicated on its website.
12. Redemption and placement of Credit are carried out electronically. TicketGift B.V. does not guarantee the flawless and uninterrupted operation of the systems involved.
13. TicketGift B.V. is not liable for loss, theft, or misuse of the Gift Card or the associated Credit.

14. TicketGift B.V. is entitled to deny the purchase and use of Gift Cards and Credit by or on behalf of the Holder if the Holder acts in violation of these Conditions or uses or allows the Gift Card or the Credit thereon to be used improperly.
15. The administration of TicketGift B.V. constitutes full proof of the existence and extent of the Credit on a Card, unless proven otherwise.

4. Purchase via the website

1. If a Gift Card not designed by the Supplier is purchased through a third-party website of TicketGift B.V., the Supplier has the right to cancel the purchase within seven working days after receiving the Gift Card by sending a notice by letter or e-mail to info@festivalcadeau.com, which must be received by TicketGift B.V. within that period, followed by the return of the purchased items to: Customer Service TicketGift B.V., PC Boutensstraat 120-2, 2025 LL Haarlem. The Gift Card should be cut into two pieces, but the numbers under the barcode and PIN code should remain legible, accompanied by a letter indicating the contact details and bank account number. TicketGift B.V. will transfer the amount to the bank account specified by the Supplier within two weeks of receipt of the Gift Card and information. The return shipping costs are at the expense of the Holder/Supplier. No costs are associated with the cancellation. The possibility of return and cancellation does not exist if the Credit on the Gift Card has been fully or partially redeemed. An order can only be sent to one (1) delivery address, unless otherwise indicated.
2. Digital Gift Cards are sent by e-mail to the provided e-mail address.
3. For the shipment of the Gift Card, the shipping and handling costs stated on the TicketGift B.V. website are due.
4. The Supplier is responsible for the completeness and accuracy of the information provided, especially without being limited to the accuracy of the physical delivery address and/or e-mail address.
5. The Holder is responsible for the safe management of these Gift Cards, even if multiple delivery addresses have been provided in the context of a custom business order.
6. All delivery times communicated to the Holder (whether via a website or not) are always target dates. The Supplier cannot derive any rights from the exceeding of a delivery time.
7. The Supplier of the Gift Card indemnifies TicketGift B.V. against all claims from third parties related to the use of the Gift Card design.
8. TicketGift B.V. does not guarantee that the Card will not differ in some respects.

5. Replacement of Card Balance in Case of Theft or Loss

1. TicketGift B.V. applies a policy in the event of theft or loss of a Gift Card. However, conditions apply. To make replacement of the Credit possible, the Holder must report the loss or theft of the Gift Card by e-mail to info@festivalcadeau.com. TicketGift B.V. checks whether the details provided by the Holder match the personal data of the Supplier as provided at the time of purchase. If the Credit on the Gift Card has not yet been redeemed, the lost Gift Card will be invalidated, and the Holder will receive a new copy with a Balance corresponding to the validity period of the stolen or lost Gift Card, minus administrative costs according to article 5.2.
2. TicketGift B.V. is required to charge an administrative fee of €5 for the replacement of the Gift Card. These administrative costs will be deducted from the Balance of the new replacement Gift Card.
3. If the personal data described in article 5.1 were not fully provided during registration or if the personal data reported by the Holder does not fully match the personal data registered with

TicketGift B.V., the Holder cannot claim this policy, and the stolen or lost Gift Card will not be replaced.

4. A Gift Card can only be replaced by a digital version.

6. Force Majeure

1. In the event of force majeure, TicketGift B.V. has the right to cancel the purchase of the Gift Card or suspend the execution of the Gift Card without compensation. All other rights accruing to TicketGift B.V. remain unaffected.

7. Fraud

1. In the event of fraud, forgery, deception, or other acts of bad faith or suspicion of such acts by the Redeemer or Holder, TicketGift B.V. has the right to cancel the purchase of the Gift Card or suspend the execution of the Gift Card without compensation. All other rights accruing to TicketGift B.V. remain unaffected.

8. Complaint Procedure

1. For any problems or questions regarding the Gift Card, the Holder can contact Festivalcadeau by email at info@festivalcadeau.com.

9. Applicable Law and Disputes

1. The purchase and redemption of the Credit on a Gift Card and all related agreements and obligations are governed by Dutch law.

10. Unilateral Amendment Clause

1. TicketGift B.V. reserves the right to unilaterally amend the General Terms and Conditions. The latest version of the General Terms and Conditions is valid and can be consulted at any time on the Festivalcadeau website. The amendments will be made on this page. It is the responsibility of the Holder to stay informed of the most recent version of the General Terms and Conditions.