GENERAL CONDITIONS FOR ADMISSION TICKETS
MOJO CONCERTS B.V.

Registered at the Court of The Hague (de griffie van de Rechtbank ’s Gravenhage), The Netherlands, under registration number 94/2011

Article 1. Applicability

1.1 These general conditions for admission tickets apply to every offer and every agreement reached between Mojo Concerts B.V. (hereinafter referred to as "Mojo") and the one who orders/purchases an admission ticket for an event organised by Mojo (hereinafter referred to as the "customer"). These general conditions also apply when these agreements arise through an official advance sales organisation that Mojo has engaged for the event (hereinafter referred as “advance sales address”).

1.2 In these general conditions, event means any musical or other performance and/or other show in the broadest sense of the word.

1.3 In these general conditions, the site where the event is held means the actual site of the event as well as all the grounds, areas, fields, etc around it that comprise the complex within which the event takes place.

1.4 The applicability of any general conditions that the customer may have is explicitly rejected.

Article 2 - Establishment of the Agreement/Admission Tickets

2.1 The agreement between Mojo and the customer on attending an event is established at the time that the customer orders/purchases an admission ticket for the event from Mojo or from an advance sales address engaged by Mojo.

2.2 An admission ticket can consist of a document supplied by or on behalf Mojo or a bar code supplied by on behalf of Mojo. The bar code is a unique code.

2.3 The admission ticket is supplied once and gives access to one person.

2.4 The admission tickets are and remain Mojo's property. The admission ticket gives the holder the right to attend the event. Access is given only to the first holder of the admission ticket scanned at the entrance of the event. Mojo may presuppose that the holder of this admission ticket is also the person who has a right to it (e.g. is the customer). Mojo is not obliged to perform any further verification of valid admission tickets. The customer must take responsibility for ensuring that he is and remains the holder of the admission ticket issued by Mojo or by an advance sales address that it has engaged.

2.5 As of the time that the admission ticket has been given to the customer, the customer bears the risk of loss, theft, damage or misuse of the admission ticket.

2.6 Only purchase from a recognised advance sales address or from Mojo guarantees the validity of the admission ticket. The burden of proof rests with the customer.

2.7 The admission ticket that consists of a bar code is given to the customer via electronic communication (e-mail). If the customer has chosen to receive the admission ticket in this fashion, the customer must ensure that this admission ticket can be supplied via electronic communication and that this can be done in a secure manner. Mojo can guarantee neither the confidentiality of the supplied admission ticket nor its receipt.

2.8 Mojo reserves the right to set a maximum on the number of admission tickets to be ordered by a single customer, and the customer is obliged to comply with such maximum number.

Article 3 - Prohibition against Resale, etc.

3.1 The customer is obliged to reserve the admission ticket for an event for his/her own use and thus may not to pass it on to third parties through resale (including offering for resale) or as part of any commercial purposes.

3.2 The customer is forbidden vis-à-vis Mojo to make any type of advertising or any other kind of publicity relating to the event or any part of it.

3.3 The customer who passes on his admission ticket to third parties for free and outside the bounds of any commercial purpose is obliged to impose on the one to whom he gives the admission ticket the obligations that rest on him/her as customer as they are contained in the previous paragraphs of this article. He/She remains responsible vis-à-vis Mojo for the compliance of this person/these persons with the same obligations.

3.4 If the customer does not comply with his/her obligations as recorded in the preceding paragraphs of this article and/or cannot guarantee them, the customer will owe Mojo an immediately payable fine of € 10,000,-- per violation and € 5,000,-- for each day that the violation has continued or continues, without prejudice to Mojo's additional right to demand compliance from the customer and/or compensation of loss suffered or to be suffered.

Article 4 - The Customer's Other Obligations

4.1 The customer is obliged, if so requested, to cooperate in a body search when attending the event.

4.2 The customer must be in possession of a valid and intact admission ticket both before the start and during the event and for as long as he/she is on the site where the event is being held. Upon the request of the proprietor of the site where the event is being held, he/she is obliged to present his/her admission ticket to the attendants and other authorised persons for inspection.

4.3 Both during attendance at an event and when ordering the admission ticket, the customer is obliged to provide identification upon first request to allow Mojo to satisfy its legal obligations under the terms of the events, including the obligation not to serve alcohol to persons under age 16.

4.4 It is forbidden to bring photographic, film and other recording equipment to the site where the event takes place on pain of confiscation for the duration of the event.

4.5 It is forbidden to bring glass containers, plastic bottles, cans, firework, firearms or any other weapons and/or dangerous objects and/or alcoholic drinks to the site where the event is being held, on pain of confiscation of these articles.

4.6 Recording of the event in whatever form, including photographing, filming and any other type of sound and/or image recording is prohibited as is reproduction of and/or copying parts of the programme, posters and other printed matter. All such recordings shall be confiscated and unconditionally destroyed.

4.7 If, after entering the site where the event is to take place, the customer leaves this site, the admission ticket loses its validity.

4.8 The customer is obliged to comply with instructions and/or directions from Mojo, the proprietors of the site where the event takes place, the attendants, the fire brigade and other persons in authority.

Article 5 - Mojo's Rights

5.1 Should the customer contravene one or more of the provisions listed in these general conditions, Mojo is entitled to invalidate/cancel the tickets or refuse the customer further access to the event without the customer having any right to reimbursement of the amount that he/she has paid Mojo, directly or via an advance sales address, for the admission ticket (including the service charges). The holders of any such admission tickets will be denied entry to the event, without any right to compensation.

5.2 Mojo retains the right to refuse the customer further access to the event or to remove him/her from the site at which the event is taking place if Mojo considers this reasonably necessary for the maintenance of peace and order during the event.

5.3 If an admission ticket is likely to be counterfeit, Mojo is entitled to refuse to admit the holder of this admission ticket to the event without the customer or this holder being able to claim any compensation for any loss that this may cause him/her.

5.4 The artist and Mojo are entitled to (cause to) make image and/or sound recordings, and to use such images and recordings for itself or its partners or sponsors. Persons who appear in the recordings can claim no right to any payment.

Article 6 - Force Majeure

6.1 In the case of force majeure in the broadest sense of the word, including illness and/or cancellation by the artist(s), strikes, fire, poor weather conditions, etc., Mojo has the right to reschedule the event on a later date or to cancel it.

6.2 If as the result of or in relation to force majeure, Mojo must cancel the event before it has started, Mojo shall only be obliged to refund to the customer the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. If as the result of or in relation to force majeure, Mojo must cancel the event after it has started, Mojo shall only be obliged to partially refund to the customer the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. Restitution is made no later than twelve

weeks after the date of the cancelled event at an advance sales address upon the customer's presentation to this advance sales address of a valid and intact admission ticket for the cancelled event. Service charges or other loss shall not be refunded. Furthermore, the customer can make no claim to a substitute ticket for another event.

6.3 If Mojo reschedules the event on another date as a result of or in relation to force majeure, the admission ticket remains valid for the new date on which the event will take place. Should the customer be unable to attend the event on the new date, he/she is entitled to return his/her admission ticket to an advance sales address in exchange for a refund of the price mentioned on the admission ticket, or in the absence of such, the price (excluding service charges) that the customer has paid through the advance sales address mentioned in article 1.1. This refund shall only be made if the customer promptly presents a valid and intact admission ticket to the advance sales address. If the event is rescheduled on a later date, the customer can make no claim for to the abovementioned refund if he has not presented the relevant admission ticket to the advance sales address within four weeks after the date on which the event has been rescheduled. If the event is rescheduled on a date earlier than the date printed on the admission ticket, the customer forfeits the right to a refund if he/she does not return his/her admission ticket to an advance sales address within four weeks after the originally scheduled date as printed on the admission ticket. Service charges or other loss shall never be refunded. Furthermore, the customer can make no claim to a substitute ticket for another event.

Article 7 - Mojo's Liability

7.1 Mojo is liable for immediate loss that the customer suffers and that is the immediate and exclusive consequence of a failure attributable to Mojo. However, the only types of damage eligible for compensation are those for which Mojo is insured and which the insurer covers. Not eligible for compensation are:
a) consequential damages;
b) intangible damages;
c) damages caused by intentional or conscious recklessness by Mojo's auxiliary persons.

7.2 The customer enters the site where the event takes place and attends the event at his/her own risk, in the sense that Mojo accepts no liability whatsoever for loss arising from the fact of this entrance or attendance such as damage to hearing or vision or the onset of any other bodily disorders.

7.3 Mojo shall do all in its power to ensure that the programme follows the announced timetable. However, it is not liable for deviations from it and for any possible loss that this could cause for the customer and/or third parties.

7.4 Furthermore, Mojo is not liable for the content of the event's programme or the way in which it is performed, including expressly the length of the programme. Neither is Mojo liable for any changes in festival programmes or line-ups.

7.5 Nor is Mojo liable for loss to the customer arising from the loss of or damage to the admission ticket.

Article 8 – Data protection

8.1 Mojo processes personal data of customers and visitors of her websites in accordance with her privacy policy and the Dutch Data Protection Act (Wet bescherming persoonsgegevens). The said privacy statement is available via http://www.mojo.nl/page/privacy.

Article 9 - Final Provisions

9.1 These general conditions and every agreement made between the customer and Mojo shall be governed by and construed in accordance with the laws of the Netherlands.

9.2 All differences that may arise in connection with the agreement between Mojo and the customer or in connection with any agreement that results from it shall be resolved by the competent court in Amsterdam. Mojo is authorised at all times to appoint another legally authorised court.