TERMS & CONDITIONS SPONSORSHIP
MOJO CONCERTS B.V.

Article 1 - Applicability

These Terms & Conditions are applicable to all proposals (offers) of Mojo Concerts B.V. (hereinafter: "Mojo") and all agreements between Mojo and the party that acts as a sponsor, partner or supplier (hereinafter: "the client") in relation to any event (hereinafter: "the event") organized by Mojo. The applicability of any other (general) terms and conditions which may be used by the client or to which the customer may refer in any manner whatsoever is hereby explicitly rejected.

Article 2 – Formation and termination of the agreement

2.1 The offer is any sort of proposal, in writing or electronic, made by Mojo to the client. As long as the offer is not accepted or immediately after acceptation by the client, Mojo has the right to withdraw or adjust the offer.
2.2 An agreement between Mojo and the client is concluded when Mojo receives the written (or electronic) or oral acceptation of its offer by the client. Alterations on the offer by the client will become part of the agreement only when agreed upon by Mojo in writing.
2.3 In principle, Mojo shall commence execution of any part of the agreement as soon as it has received an offer signed for approval by the client's authorized signatory. Parties may formalize their agreement with a sponsorship agreement. However, the client may not derive any rights from the absence of such (signed) agreement.
2.4 Unless agreed upon otherwise in writing, the agreement terminates by operation of the law (and without the requirement of notice of termination) after the event. Except for the situations as provided in article 9, the agreement may not be terminated before the end of the term.

Article 3 – Conditions of sponsorship

3.1 The client shall submit all sponsorship statements/expressions in relation to the event to Mojo for prior approval.
3.2 The client is not authorized to use the name or picture of any artist performing at the event.
3.3 Unless agreed upon otherwise in writing, Mojo is authorized to contract other (main) partners and sponsors for the event.
3.4 When parties agree upon a so-called branch exclusivity of the client, then such exclusivity shall be limited to the main product or service of the client.
3.5 During its presence at the event, the client undertakes to use a theme which in the opinion of Mojo may not conflict with the interests of the other partners and sponsors of the event. Parties shall consult each other in relation thereof.

Article 4 – Fees and payment

4.1 All sponsorship fees agreed upon by Mojo and the client are excluding Dutch VAT ("BTW").
4.2 Unless agreed upon otherwise in writing, the fee in relation to multiple year agreements shall be indexed in accordance with the consumer price index, CPI, annually on 1 January, starting the second year after the year in which the agreement is concluded. An indexation can never cause a reduction of the annual fee.
4.3 Unless agreed upon otherwise in writing, payment of the sponsorship fee shall be received by Mojo ultimately 1 (one) month before commencement of the event.
4.4 Mojo shall send the client an invoice for the fee at least 2 (two) weeks before the fee becomes due.
4.5 The client is not entitled to suspension, discount or deduction of the due fee(s) with any made claim that the Client may have towards Mojo.
4.6 If the payment term is exceeded, all claims of Mojo towards the client in relation to the agreement immediately become due. Moreover, any payment by the client will first be applied in settling the accrued interest and charges and only then will any remaining amount be applied to reduce the principle sum.
4.7 All production costs regarding marketing expressions and sponsor activities are to be paid by the client. Such production services shall in principle be performed by Mojo, at the expense of the client. Mojo shall provide the client with a proposal for the costs of the requested services. Parties may make further arrangements in close consultation.

Article 5 - Tickets

5.1 Any tickets provided to the client by Mojo in relation to a agreement, are subject to Mojo's Ticketing Terms & Conditions. These terms are available through www.mojo.nl. The client acknowledges that it is aware of, and shall accept these terms.

5.2 Unless agreed upon otherwise in writing, the client is not authorized to sell the aforementioned tickets to third parties or use the tickets for any commercial activities.

Article 6 - Liability

6.1 Mojo shall not be liable towards the client for any loss, damage, costs, claims or expenses arising from or connected with the obligations and performance under the provisions of this Agreement, except in case of gross negligence ("opzet en grove schuld") of Mojo. The client shall not hold Mojo liable from any and all third party claims as meant above.

6.2 The client shall not hold Mojo liable from any and all third party claims in so far as these relate to damages caused by persons and or materials that are present at the location of the event on behalf of the client.

Article 7 – Cancellation of the event

Mojo has the right to cancel or reschedule the event. If the event is cancelled by Mojo, the client shall only be entitled to receive a refund of the sponsorship fee as far as already paid to Mojo. The client shall not be entitled to any (further) compensation of damages or lost profits.

Article 8 - Assignment

The client is not authorized to assign its rights and/or obligations under the agreement without the prior written approval of Mojo.

Article 9 – Term and termination of the agreement

9.1 Unless agreed upon otherwise in writing, the agreement may not be terminated before the end of the term.

9.2 Contrary to the provision of article 9.1 parties shall be entitled to terminate this agreement with immediate effect by written notice, without any obligation to refund any received payments when:

a. The other party has entered into a substantial impairment or deterioration of its financial position or a petition has been filed against it for commencement of bankruptcy or composition proceeds;
b. The other party acts in material breach of the agreement and does not remedy its obligations thereof within a reasonable period, after having received a written notice of default.

Article 10 – Intellectual property

All intellectual property rights (including without limitation copyrights, trademark rights and model rights) regarding all formats, names, concepts and other objects that are developed in relation to the agreement, shall be owned by Mojo exclusively.

Article 11 – Applicable law and forum

11.1 Dutch law shall apply to the agreement.

11.2 All disputes relating to the agreement shall be settled, to the exclusion of any other court, by the court in Amsterdam, The Netherlands that has jurisdiction.