



# **General Terms and Conditions of Ticket Sales via the Tickli - Ticketshop Limburg of the Zuid-Limburg Tourist Board**

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## **A. General Terms and Conditions of Ticket Sales via the Tickli - Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Events'**

### **Article 1 Definitions**

- 1.1 Purchaser: the party (natural person or legal entity) that purchases a Ticket for an Event via the Ticketshop Limburg of the Zuid-Limburg Tourist Board.
- 1.2 General Terms and Conditions for Ticket Sales via the Tickli-Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Events': these general terms and conditions of the Zuid-Limburg Tourist Board.
- 1.3 Admission Fees: price of Tickets, excluding any additional costs charged by the Tourist Board, such as booking, service or bank transaction costs.
- 1.4 Event: the event at which, for example, a performance is given, including but not limited to a musical, another theatre, stage or music performance, a concert, show, or sporting event for which the e-ticket or physical ticket is purchased.
- 1.5 Location: the place where the Event is held.
- 1.6 Organizer: the party that organizes the Event and with which the agreement is concluded when the Ticket is purchased.
- 1.7 Agreement: the relevant Agreement between the Organizer and the Purchaser for the provision of paid services in connection with an Event, which is concluded through the intermediary services of the Zuid-Limburg Tourist Board.
- 1.8 Ticket: the proof of admission to an Event in the form of an e-ticket and/or physical ticket.
- 1.9 Ticketshop Limburg: Ticketshop Limburg is the online ticket booking system of the Zuid-Limburg Tourist Board.
- 1.10 Zuid-Limburg Tourist Board: Stichting Visit Zuid-Limburg, a foundation with registered office and principal place of business at Walramplein 6, 6301 DD in Valkenburg aan de Geul, the Netherlands.

### **Article 2 General**

- 2.1 These general terms and conditions apply to every booking or order for Tickets, either by telephone or via the website of the Zuid-Limburg Tourist Board/Ticketshop Limburg, or the website of the Event, as placed by the Purchaser, and to every Agreement. Exceptions to these general terms and conditions are possible only with the express written consent of the Zuid-Limburg Tourist Board.
- 2.2 The general terms and conditions of the Organizer and the general terms and conditions of the Operator of the Location where the Event is held may also apply to the Agreement. A copy of the general terms and conditions of the Organizer and the Operator of the Location will be sent free of charge if a request is made to the Organizer and Operator of the Location.

### **Article 3 Conclusion of the Agreement**

- 3.1 The Zuid-Limburg Tourist Board acts as an intermediary in the conclusion of the Agreement between the Purchaser and Organizer when tickets are offered and sold. The Zuid-Limburg Tourist Board is not a party to the Agreement that is concluded when a Ticket is purchased.
- 3.2 The Agreement is concluded once the Purchaser has made a booking or ordered one or more Tickets.
- 3.3 The Purchaser may order Tickets via the Event website, via the Zuid-Limburg Tourist Board/Ticketshop Limburg website, purchase them in a Limburg Outlet/Tourist Board information point, or by telephone using the telephone number specified by the Zuid-Limburg Tourist Board on its website.

#### **Article 4 Tickets**

- 4.1 The Tickets are and remain the property of the Organizer and are made available by the Zuid-Limburg Tourist Board to the Purchaser. The Zuid-Limburg Tourist Board releases the Tickets to the Purchaser only after it has received the payment for the Tickets.
- 4.2 The Purchaser may not sell the Tickets to third parties or otherwise directly or indirectly provide the tickets to third parties in a commercial manner.
- 4.3 The Zuid-Limburg Tourist Board and/or the Organizer reserve(s) the right to set a maximum for the number of Tickets that can be ordered. Orders in excess of this number will be adjusted to the set maximum without any prior notice.

#### **Article 5 Liability**

- 5.1 The Zuid-Limburg Tourist Board is not the Organizer of the Event and also cannot be regarded as such. The Zuid-Limburg Tourist Board is not responsible for and does not warrant access to the Event, the organization of the Event, the quality and content of the Event, or the course of events in and around the Location, and it does not accept any liability in this regard.
- 5.2 The Zuid-Limburg Tourist Board is not obliged to compensate or refund Admission Fees. If an Event is cancelled and the Organizer or Operator of the Location proceeds to refund the Admission Fees and involves the Zuid-Limburg Tourist Board for this purpose, the Zuid-Limburg Tourist Board will only refund Admission Fees that were demonstrably paid when the Ticket was purchased by the Purchaser to Zuid-Limburg Tourist Board or Ticketshop Zuid-Limburg.
- 5.3 The Zuid-Limburg Tourist Board is never liable for loss suffered by the Purchaser as a result of death, injury, damage and/or theft of items during or as a result of a visit to the Event and/or the Location.
- 5.4 The Zuid-Limburg Tourist Board is not liable for loss suffered because the Ticket is lost or damaged.

#### **Article 6 Third-party information**

- 6.1 The Zuid-Limburg Tourist Board offers the Organizer the opportunity to present the Event on the Ticketshop Limburg and the Zuid-Limburg Tourist Board website, accompanied by all information and photographs that the Organizer deems necessary or useful. The Zuid-Limburg Tourist Board has no involvement in agreements that the Organizer enters into with third parties, or in the composition and accuracy of information provided by the Organizer. The Zuid-Limburg Tourist Board therefore does not accept any liability for the content of information provided by the Organizer on the website. This includes but is not limited to infringing any copyright-protected work(s) or otherwise acting contrary to third-party intellectual rights. The Zuid-Limburg Tourist Board does not accept any liability for direct or indirect loss arising from the content of information – provided by the Organizer or otherwise – within the Ticketshop Limburg and/or on the Zuid-Limburg Tourist Board website.

#### **Article 7 Privacy**

- 7.1 The Zuid-Limburg Tourist Board respects the privacy of the Purchaser and is obliged to ensure that his/her personal data remains strictly confidential. All information involving personal data is to be processed in accordance with the applicable laws and regulations.
- 7.2 The Zuid-Limburg Tourist Board may not make the Purchaser's personal data available to third parties in any way, other than for the provision of the service booked by the Purchaser. This data is not to be used for any other purposes. The Purchaser is entitled to inspect and, if necessary, correct the personal data on request.
- 7.3 If the Purchaser has subscribed to one or more newsletters of the Zuid-Limburg Tourist Board/Ticketshop Limburg, his/her data is to be used only to send these mailings. The Purchaser may unsubscribe at any time, after which his/her data must be removed from the Zuid-Limburg Tourist Board/Ticketshop Limburg database.



**Article 8 Final provisions**

- 8.1 Dutch law, with the exclusion of the private international law rules on the applicable law, applies to the Agreement and these General Terms and Conditions for Ticket Sales via Ticketshop Limburg.
- 8.2 Disputes arising from or in relation to the Agreement and/or these General Terms and Conditions for Ticket Sales via Ticketshop Limburg are to be submitted to the competent court in the judicial district of Limburg, location Maastricht.



## **B. General Terms and Conditions of Ticket Sales via the Tickli - Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Tourist Attractions'**

### **Article 1 Definitions**

- 1.11 Purchaser: the party (natural person or legal entity) that purchases a Ticket for a Tourist Attraction via the Ticketshop Limburg of the Zuid-Limburg Tourist Board.
- 1.12 General Terms and Conditions of Ticket Sales via the Tickli-Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Tourist Attractions': these general terms and conditions of the Zuid-Limburg Tourist Board.
- 1.13 Admission Fees: price of Tickets, excluding any additional costs, such as the booking costs charged by the Tourist Board.
- 1.14 Tourist Attraction: the attractive spot for recreation, including but not limited to an amusement park, zoo, museum, sport facility, wellness facility, landmark (special buildings and monuments), or a place of religious or historical significance, for which the Ticket is sold.
- 1.15 Location: the place where the Tourist Attraction is located.
- 1.16 Operator: the party that operates the Tourist Attraction and with which the agreement is concluded when the Ticket is purchased.
- 1.17 Agreement: the relevant Agreement between the Operator and the Purchaser for the purchase of a Ticket that provides admission to a Tourist Attraction, which is concluded through the intermediary services of the Zuid-Limburg Tourist Board.
- 1.18 Ticket: the proof of admission to a Tourist Attraction in the form of an e-ticket and/or physical ticket.
- 1.19 Ticketshop Limburg: Ticketshop Limburg is the online ticket booking system of the Zuid-Limburg Tourist Board.
- 1.20 Zuid-Limburg Tourist Board: Stichting VVV Zuid-Limburg, a foundation with registered office and principal place of business at Walramplein 6, 6301 DD in Valkenburg aan de Geul, the Netherlands.

### **Article 2 General**

- 2.1 These general terms and conditions apply to every booking or order for Tickets, either by telephone or via the website of the Zuid-Limburg Tourist Board/Ticketshop Limburg, or the website of the Tourist Attraction, as placed by the Purchaser, and to every Agreement. Exceptions to these general terms and conditions are possible only with the express written consent of the Zuid-Limburg Tourist Board.
- 2.2 The general terms and conditions of the Operator may also apply to the Agreement. A copy of the general terms and conditions will be sent free of charge if a request is made to the Operator.

### **Article 3 Conclusion of the Agreement**

- 3.1 The Zuid-Limburg Tourist Board acts as an intermediary in the conclusion of the Agreement between the Purchaser and Operator when tickets are offered and sold. The Zuid-Limburg Tourist Board is not a party to the Agreement that is concluded when a Ticket is purchased.
- 3.2 The Agreement is concluded once the Purchaser has made a booking or ordered one or more Tickets.
- 3.3 The Purchaser may order Tickets via the Tourist Attraction website, via the Zuid-Limburg Tourist Board/Ticketshop Limburg website, purchase them in a Limburg Outlet/Tourist Board information point, or by telephone using the telephone number specified by the Zuid-Limburg Tourist Board on its website.

#### **Article 4 Tickets**

- 4.1 The Tickets are and remain the property of the Operator and are made available by the Zuid-Limburg Tourist Board to the Purchaser. The Zuid-Limburg Tourist Board releases the Tickets to the Purchaser only after it has received the payment for the Tickets.
- 4.2 The Purchaser may not sell the Tickets to third parties or otherwise directly or indirectly provide the tickets to third parties in a commercial manner.
- 4.3 The Zuid-Limburg Tourist Board and/or the Operator reserve(s) the right to set a maximum for the number of Tickets that can be ordered. Orders in excess of this number will be adjusted to the set maximum without any prior notice.

#### **Article 5 Liability**

- 5.1 The Zuid-Limburg Tourist Board is not the Operator of the Tourist Attraction and also cannot be regarded as such. The Zuid-Limburg Tourist Board is not responsible for and does not warrant access to the Tourist Attraction, the organization of the Tourist Attraction, the quality and content of the Tourist Attraction, or the course of events in and around the Location, and it does not accept any liability in this regard.
- 5.2 The Zuid-Limburg Tourist Board is not obliged to compensate or refund Admission Fees. If a **Tourist Attraction** is cancelled and the Organizer or Operator of the Location proceeds to refund the Admission Fees and involves the Zuid-Limburg Tourist Board for this purpose, the Zuid-Limburg Tourist Board will only refund Admission Fees that were demonstrably paid when the Ticket was purchased by the Purchaser to Zuid-Limburg Tourist Board or Ticketshop Zuid-Limburg.
- 5.3 The Zuid-Limburg Tourist Board is never liable for loss suffered by the Purchaser as a result of death, injury, damage and/or theft of items during or as a result of a visit to the Tourist Attraction and/or the Location.
- 5.4 The Zuid-Limburg Tourist Board is not liable for loss suffered because the Ticket is lost or damaged.

#### **Article 6 Third-party information**

- 6.1 The Zuid-Limburg Tourist Board offers the Operator the opportunity to present the Tourist Attraction on the Ticketshop Limburg and the Zuid-Limburg Tourist Board website, accompanied by all information and photographs that the Operator deems necessary or useful. The Zuid-Limburg Tourist Board has no involvement in agreements that the Operator enters into with third parties, or in the composition and accuracy of the information provided by the Operator. The Zuid-Limburg Tourist Board therefore does not accept any liability for the content of the information provided by the Operator on the website. This includes but is not limited to infringing any copyright-protected work(s) or otherwise acting contrary to third-party intellectual rights. The Zuid-Limburg Tourist Board does not accept any liability for direct or indirect loss arising from the content of the information – provided by the Operator or otherwise – within the Ticketshop Limburg and/or on the Zuid-Limburg Tourist Board website.

#### **Article 7 Privacy**

- 7.1 The Zuid-Limburg Tourist Board respects the privacy of the Purchaser and is obliged to ensure that his/her personal data remains strictly confidential. All information involving personal data is to be processed in accordance with the applicable laws and regulations.
- 7.2 The Zuid-Limburg Tourist Board may not make the Purchaser's personal data available to third parties in any way, other than for the provision of the service booked by the Purchaser. This data is not to be used for any other purposes. The Purchaser is entitled to inspect and, if necessary, correct the personal data on request.
- 7.3 If the Purchaser has subscribed to one or more newsletters of the Zuid-Limburg Tourist Board/Ticketshop Limburg, his/her data is to be used only to send these mailings. The Purchaser may unsubscribe at any time, after which his/her data must be removed from the Zuid-Limburg Tourist Board/Ticketshop Limburg database.



**Article 8 Final provisions**

- 8.1 Dutch law, with the exclusion of the private international law rules on the applicable law, applies to the Agreement and these General Terms and Conditions for Ticket Sales via Ticketshop Limburg.
- 8.2 Disputes arising from or in relation to the Agreement and/or these General Terms and Conditions for Ticket Sales via Ticketshop Limburg are to be submitted to the competent court in the judicial district of Limburg, location Maastricht.



## **C. General Terms and Conditions of Ticket Sales via the Tickli - Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Excursions'**

### **Article 1 Definitions**

- 1.21 Purchaser: the party (natural person or legal entity) that purchases a Ticket for an Excursion via the Ticketshop Limburg of the Zuid-Limburg Tourist Board.
- 1.22 General Terms and Conditions of Ticket Sales via the Tickli - Ticketshop Limburg of the Zuid-Limburg Tourist Board for 'Excursions': these general terms and conditions of the Zuid-Limburg Tourist Board.
- 1.23 Admission Fees: price of Tickets, excluding any additional costs, such as the booking costs charged by the Tourist Board.
- 1.24 Excursion: an organized tourist, recreational, or cultural day activity, including but not limited to a guided tour, company visit, city or other sightseeing walk, cycling trip, or culinary or other package for which the Ticket is purchased.
- 1.25 Location: one or more places where the Excursions are held.
- 1.26 Organizer: the party that organizes the Excursion and with which the agreement is concluded when the ticket is purchased.
- 1.27 Agreement: the relevant Agreement between the Organizer and the Purchaser for the provision of paid services in connection with an Excursion.
- 1.28 Ticket: the proof of admission to an Excursion in the form of an e-ticket and/or physical ticket.
- 1.29 Ticketshop Limburg: Ticketshop Limburg is the online ticket booking system of the Zuid-Limburg Tourist Board.
- 1.30 Zuid-Limburg Tourist Board: Stichting VVV Zuid-Limburg, a foundation with registered office and principal place of business at Walramplein 6, 6301 DD in Valkenburg aan de Geul, the Netherlands.

### **Article 2 General**

- 2.1 These general terms and conditions apply to every booking or order for Tickets, either by telephone or via the website of the Zuid-Limburg Tourist Board/Ticketshop Limburg or the website of the Organizer, as placed by the Purchaser, and to every Agreement. Exceptions to these general terms and conditions are possible only with the express written consent of the Zuid-Limburg Tourist Board.
- 2.2 The general terms and conditions of the Organizer and the general terms and conditions of the Operator of the Location where the Excursion is held may also apply to the Agreement. A copy of the general terms and conditions of the Organizer and the Operator of the Location will be sent free of charge if a request is made to the Organizer and Operator of the Location.

### **Article 3 Conclusion of the Agreement**

- 3.1 Unless the Zuid-Limburg Tourist Board is the Organizer of the Excursion itself, it acts as an intermediary in the conclusion of the Agreement between the Purchaser and Organizer when Tickets are offered and sold. In that case, the Zuid-Limburg Tourist Board is not a party to the Agreement that is concluded when a Ticket is purchased.
- 3.2 The Agreement is concluded once the Purchaser has made a booking or ordered one or more Tickets.
- 3.3 The Purchaser may order Tickets via the Organizer's website, via the Zuid-Limburg Tourist Board/Ticketshop Limburg website, purchase them in a Limburg Outlet/Tourist Board information point, or by telephone using the telephone number specified by the Zuid-Limburg Tourist Board on its website.



#### **Article 4 Tickets**

- 4.1 The Tickets are and remain the property of the Organizer and are made available by the Zuid-Limburg Tourist Board to the Purchaser. The Zuid-Limburg Tourist Board releases the Tickets to the Purchaser only after it has received the payment for the Tickets.
- 4.2 The Purchaser may not sell the Tickets to third parties or otherwise directly or indirectly provide the tickets to third parties in a commercial manner.
- 4.3 The Zuid-Limburg Tourist Board and/or the Organizer reserve the right to set a maximum for the number of Tickets that can be ordered. Orders in excess of this number will be adjusted to the set maximum without any prior notice.

#### **Article 5 Liability**

- 5.1 If the Zuid-Limburg Tourist Board is also the Organizer of the Excursion and acts only as an intermediary, it cannot be regarded as the Organizer. In that case, the Zuid-Limburg Tourist Board is not responsible for and does not warrant access to the Excursion, the organization of the Excursion, the quality and content of the Tourist Attraction, or the course of events in and around the Location, and it does not accept any liability in this regard.
- 5.2 The Zuid-Limburg Tourist Board is not obliged to compensate or refund Admission Fees. If an **Excursion** is cancelled and the Organizer or Operator of the Location proceeds to refund the Admission Fees and involves the Zuid-Limburg Tourist Board for this purpose, the Zuid-Limburg Tourist Board will only refund Admission Fees that were demonstrably paid when the Ticket was purchased by the Purchaser to Zuid-Limburg Tourist Board or Ticketshop Zuid-Limburg.
- 5.3 The Zuid-Limburg Tourist Board is not liable in any case for loss suffered by the Purchaser as a result of death, injury, damage, and/or theft of items during or as a result of participation in the Excursion and/or a visit to the Location, if the Zuid-Limburg Tourist Board did not organize the Excursion.
- 5.4 The Zuid-Limburg Tourist Board is not liable for loss suffered because the Ticket is lost or damaged.
- 5.5 To the extent that the Zuid-Limburg Tourist Board could nevertheless be held liable towards the Purchaser and the Purchaser has suffered loss, the Zuid-Limburg Tourist Board's liability is limited to the price of the Ticket. The liability of the Zuid-Limburg Tourist Board will under no circumstances exceed the amount paid in that case under any insurance that it has taken out. The liability of the Zuid-Limburg Tourist Board is excluded for loss in respect of which the Purchaser or any other contractual party is insured.

#### **Article 6 Third-party information**

- 6.1 The Zuid-Limburg Tourist Board offers the Organizer the opportunity to present the Excursion on the Ticketshop Limburg and the Zuid-Limburg Tourist Board website, accompanied by all information and photographs that the Organizer deems necessary or useful. The Zuid-Limburg Tourist Board has no involvement in agreements that the Organizer enters into with third parties, or in the composition and accuracy of information provided by the Organizer. The Zuid-Limburg Tourist Board therefore does not accept any liability for the content of information provided by the Organizer on the website. This includes but is not limited to infringing any copyright-protected work(s) or otherwise acting contrary to third-party intellectual rights. The Zuid-Limburg Tourist Board does not accept any liability for direct or indirect loss arising from the content of the information – provided by the Organizer or otherwise – within the Ticketshop Limburg and/or on the Zuid-Limburg Tourist Board website.



#### **Article 7 Privacy**

- 7.1 The Zuid-Limburg Tourist Board respects the privacy of the Purchaser and is obliged to ensure that his/her personal data remains strictly confidential. All information involving personal data is to be processed in accordance with the applicable laws and regulations.
- 7.2 The Zuid-Limburg Tourist Board may not make the Purchaser's personal data available to third parties in any way, other than for the provision of the service booked by the Purchaser. This data is not to be used for any other purposes. The Purchaser is entitled to inspect and, if necessary, correct the personal data on request.
- 7.3 If the Purchaser has subscribed to one or more newsletters of the Zuid-Limburg Tourist Board/Ticketshop Limburg, his/her data is to be used only to send these mailings. The Purchaser may unsubscribe at any time, after which his/her data must be removed from the Zuid-Limburg Tourist Board/Ticketshop Limburg database.

#### **Article 8 Final provisions**

- 8.1 Dutch law, with the exclusion of the private international law rules on the applicable law, applies to the Agreement and these General Terms and Conditions for Ticket Sales via Ticketshop Limburg.
- 8.2 Disputes arising from or in relation to the Agreement and/or these General Terms and Conditions for Ticket Sales via Ticketshop Limburg are to be submitted to the competent court in the judicial district of Limburg, location Maastricht.