

Terms & Conditions

Bleep

In these terms and conditions 'we' refers to Bleep, as defined in paragraph 1.1. Bleep sells all Tickets, Goods and Services as an agent on behalf of organisers, promoters and other parties, defined in paragraph 1.1 as Sellers. As agent, we accept no responsibility for the actual provision of any Event or Goods/Services. Our responsibilities are limited to providing the online platform to enable you to purchase tickets. We accept no responsibility for any information about any Event or Goods/Services that we pass on to you in good faith.

Article 1. Definitions

1.1. Capitalized terms in these terms & conditions shall have the following meaning:

<i>Bleep:</i>	the company trading under the trade name "Bleep", incorporated under Dutch law, registered with the Dutch Commercial Register under registration number 34193901 and having its registered office at Isolatorweg 36, (1014AS) Amsterdam, the Netherlands. The terms "we", "us", or "our" also refer to Bleep;
<i>Bleep Services:</i>	the service that is offered by us to Customers through the Bleep Platform;
<i>Bleep Platform:</i>	the software platform and underlying infrastructure made available by us, including as a white labeled version in the look and feel of an Event Organizer or Seller, which you can access remotely and where you can purchase Tickets and other Goods/Services as well as find and edit your personal information and manage Tickets purchased;
<i>Customer:</i>	the natural person or legal entity that wishes to use the Bleep Services for the purchase of one or more Tickets or Goods/Services, hereinafter also referred to as "you" or "your";
<i>Event:</i>	an event, organized by the Event Organizer, which can be accessed only by persons in possession of a Ticket that grants access to such event, which Ticket can be purchased through the Bleep Platform;
<i>Event Organizer:</i>	the party that organizes an Event;
<i>Goods/Services:</i>	all goods and/or services, not being a Ticket, which is offered by a Seller and can be purchased by you from the Seller through the Bleep Platform;
<i>Seller:</i>	the professional party that offers Goods/Services for purchase through the Bleep Platform;
<i>Ticket:</i>	a right for one person to access a specific Event, as selected and purchased by you through the Bleep Platform, which right is provided to you by us in a digital format; and
<i>Terms and Conditions:</i>	these terms & conditions.

Article 2. Scope

2.1. These Terms & Conditions apply to all Bleep Services, our offers for services and your use of the Bleep Platform and payment facilities, as well as all your orders with us and other legal acts

constituted between you and us.

- 2.2. We may update our Terms & Conditions from time to time. We shall publish any new version of our Terms & Conditions on our website. Updates shall automatically apply upon expiration of 7 days after the moment we have published the updated Terms & Conditions.

Article 3. Purchasing Tickets & Goods/Services

- 3.1. If you purchase a Ticket for one or more Events through the Bleep Platform, an agreement is constituted upon receiving confirmation of your payment for the Ticket between you and the Event Organizer in respect of (access to) the Event itself, subject to the Event Organizer's terms and conditions. We act as an intermediary in this case and are not a party to this agreement. We are not liable for any claims or damages you may have in respect of or as a result of (visiting) the Event.
- 3.2. If you purchase Goods/Services through the Bleep Platform, an agreement is constituted upon receiving confirmation of your payment for the respective Goods/Services between you and the Seller for the sale and delivery of the respective Goods/Services in accordance with the terms and conditions provided by the Seller. We act as an intermediary to constitute an agreement between you and the Seller on behalf of the Seller. We are not a party to this agreement and are not liable for any claims or damages you may have in respect of or as a result of (purchasing) Goods/Services.
- 3.3. Due to high demand for certain Events or Goods/Services, Tickets or Goods/Services might no longer be available when we process your request. We are entitled to cancel the ordering process for Tickets and/or Goods/Services at any time prior to receiving confirmation of your payment for the respective Tickets and/or Goods/Services. Such cancellation results in immediate termination (in Dutch: "ontbinding") of the agreement between you and the Event Organizer and/or the Seller (as applicable).
- 3.4. Before the conclusion of an agreement between you and the Event Organizer and/or the Seller (as applicable), you must provide us with the personal information requested by us, which may include an official identification document. You shall ensure that information is complete and correct at all times, and that you will inform us in case anything changes in respect of your personal information. We are not liable for damages resulting from you providing incorrect or outdated information, including but not limited to us being unable to deliver a Ticket.
- 3.5. You are fully responsible for ensuring that you are purchasing the correct amount of Tickets for the correct Event and/or the correct Goods/Services. Upon your purchase of the Tickets, cancellation is no longer possible (refer to clause **Error! Reference source not found.**). Cancellation of Goods/Services purchased is subject to the terms and conditions applicable to the sale, as provided to you by the Seller.
- 3.6. We may limit the number of Tickets that can be purchased by one person. We reserve the right to invalidate Tickets if we suspect that you have (attempted to) circumvented such limit. We use our best efforts to provide accurate and complete information on the Bleep Platform. However, as this information is provided by Event Organizers and/or Sellers, we do not warrant that such information is always correct. We cannot be held responsible for any errors whatsoever regarding the information provided on the Bleep Platform.
- 3.7. You are only entitled to purchase Tickets or Goods/Services if you meet the (age) requirements for the purchase of a Ticket or Goods/Services as specified by the Event Organizer or Seller.

Article 4. Your Ticket

- 4.1. Upon the conclusion of an agreement between you and the Event Organizer and/or the Seller (as applicable)and subject to confirmation of payment, we will distribute the purchased amount of Tickets to you. Distribution takes place via electronic means, unless a different shipment method is available and selected by you. Additional terms and conditions may apply to alternative shipment methods. We have fulfilled our obligation to distribute the Ticket(s) purchased after sending the Ticket(s) via the agreed means to the details you have provided to us or making the Ticket(s) available in your account on the Bleep Platform, whichever occurs first.
- 4.2. Certain Events may require you to personalize the Tickets purchased by adding the name of the person(s) eligible to access the Event to the Ticket. In such case, each eligible person may be required to show a valid ID document at the Event, and the Event Organizer or we are entitled to refuse your access to the Event if no matching ID document can be presented at the entrance of the Event.
- 4.3. A Ticket comprises a personal right to access the Event for which the Ticket is purchased. You are not entitled to resell or otherwise transfer a Ticket to a third party, unless otherwise provided by us or the Event Organizer. In case resale of a Ticket is permitted, you must sell the Ticket(s) through the channels listed on the Bleep Platform. We are entitled to invalidate one or more Ticket(s) without refund in case of violation of this clause.
- 4.4. In case resale of Tickets is permitted, a transfer of your Ticket to a third party constitutes a grant of right to access the Event by you to such third party on your behalf. You remain responsible for the payment, including by the third party.
- 4.5. In case of cancellation or postponement of an Event by the Event Organizer, the Event Organizer determines what the consequences are for your Ticket; i.e. whether a refund takes place and/or if a new Ticket is provided for another Event date or place (as specified in the terms and conditions applicable to the Event). Once the Event Organizer has determined the consequence, we will promptly take the necessary actions with regard to (refund of) your Ticket. You acknowledge and accept that any decision taken regarding cancellation or postponement as well as the consequences for your Ticket is fully with the Event Organizer and that you have no claim on us in this regard.
- 4.6. Tickets are sold subject to the Seller's right to alter or vary an Event programme without being obliged to refund monies or exchange tickets.
- 4.7. In case a valid Ticket does not grant you access to the Event during the timeframe within which access is allowed, you must contact us or the Event Organizer immediately. We will endeavor to resolve the issue and ensure that the Ticket will be fixed or replaced, or that you get access to the Event in a different way. Only if the issue cannot be resolved during the Event, we reserve the right to cancel the Ticket and give you a full refund (but no additional compensation of costs shall take place in such case).
- 4.8. You acknowledge and accept that you must handle your Ticket with great care and refrain from sharing Tickets with any unauthorized third party. We are not held to compensate you or substitute Tickets in case of loss, misuse, unauthorized use by or disclosure to a third party or theft.
- 4.9. We are at all times entitled to invalidate a Ticket without refund in case of a violation of these Terms and Conditions or the terms and conditions applicable to the Event, as provided to you by the Event Organizer.

Article 5. Fees & Payment

- 5.1. The price of a Ticket and Goods/Services is/are specified on the Bleep Platform. These prices are determined by the Event Organizer or Seller. We are not responsible for the accuracy of this information, and the prices are subject to change at any time. If we discover an error in the price of tickets you have ordered we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.
- 5.2. Prices for a Ticket and or Goods/Services are subject to increase by the following fees, which are due by you upon purchasing a Ticket or Goods/Services, as specified on the Bleep Platform:
 - a. Service fees for the services we provide in relation to the purchase;
 - b. Transaction fees for the use of a specific payment method;
 - c. Delivery charges in case you select an alternative delivery method (if applicable); and/or
 - d. Any other fees which apply to the transaction, as specified on the Bleep Platform.
- 5.3. The total price for one or more Ticket(s) and/or Goods/Services is provided to you prior to confirming the order. Upon your confirmation of the order, you have agreed to a binding payment obligation. All amounts due for the purchase of Tickets and Goods/Services are payable by you to us in full, and not to the Event Organizer or Seller.
- 5.4. Amounts due can be paid by means of one of the payment methods available on the Bleep Platform. We are entitled to change the available payment methods at any time. Some payment methods are subject to the terms and conditions of the third party that offers such payment method. If you select such a payment method, you must i) accept such terms and conditions and ii) comply with the terms and conditions.
- 5.5. All fees shown on the Bleep Platform are in EUR and including VAT, unless stated otherwise.
- 5.6. You are only eligible to a refund of any fees paid if you have such a right in accordance with the terms and conditions of the Event Organizer or Seller. If you have a right to a refund in respect of (a portion of) the Tickets and/or Goods/Services purchased by you, such as when delivery thereof is not possible or the Event is cancelled, we will use our reasonable efforts to refund such amount jointly with the respective Event Organizer or Seller without unreasonable delay. You acknowledge and accept that your right to receive a refund constitutes a claim on the respective Event Organizer or Seller, and we merely facilitate the payment of the refund. The fees as described in clause 5.2 are non-refundable.
- 5.7. If you fail to pay the amounts due for your order on time, or we are unable to collect the amounts through the means provided by you, statutory interest on the overdue amount will apply as of the due date. If you continue to fail to pay the amounts due after we have sent you a notice of default in which a reasonable additional payment term is granted, we are entitled to assign our rights to receive payment to a third party and the outstanding amount will be increased with administrative costs and extrajudicial collection costs.

Article 6. Intellectual Property Rights

- 6.1. All intellectual property rights and related rights in respect of the Bleep Platform as well as the content available thereon, vest in us or our licensors. You are entitled to use the Bleep Platform and the Tickets only for the intended use as specified in these Terms and Conditions. You are not entitled to copy or distribute any Ticket or other materials (unless and to the extent permitted by these Terms and Conditions) or otherwise infringe our or our licensors' intellectual property rights.

Article 7. Liability

- 7.1. If and to the extent you have incurred damages as a result of our irrefutable failure to comply with any of our obligations under these Terms & Conditions, then our liability is limited to compensation of your direct damages up to the amount that has been paid by you for the order that gave rise to the damages.
- 7.2. Any liability for damage other than direct damage ("indirect damages"), including – but not limited to – consequential damages, loss and/or damage of data, loss of profits, business opportunity, revenue or goodwill is excluded.
- 7.3. The limitations of liability set forth in this Article 7 do not apply if your damages or loss are the result of our intent or gross negligence.
- 7.4. As we (also) act as the intermediary between you and an Event Organizer or Seller, we are never liable for:
 - a. Claims or damages resulting from or in relation to an Event, including cancellation/postponement or occurrences at the Event itself;
 - b. Claims or damages resulting from or in relation to an agreement for the delivery of Goods/Services;
 - c. Claims or damages resulting from the Event Organizer or Seller failing to make available a refund to us in case you are entitled to such refund;
 - d. Claims or damages resulting from your use, malfunctioning or non-availability of a third party payment method on the Bleep Platform.
- 7.5. You shall indemnify us from all claims by third parties relating to your breach of these Terms and Conditions or any agreement.
- 7.6. We shall not be liable for any damages that are the result of an event beyond our reasonable control, including but not limited to floods, extraordinary weather conditions, earthquakes or any other Acts of God, fire, wars, insurrections, riots, labor disputes, accidents, actions of government, failures of our suppliers to comply with their obligations, a communications failure (including internet), power failures, or equipment or software malfunctions.

Article 8. Term and Termination

- 8.1. An order for a Ticket or Goods/Services is effective as soon as the respective Event Organizer or Seller has confirmed the order via email. We may cancel your order at an Event Organizer's request until such confirmation has been given.
- 8.2. We may cease to provide the Bleep Services in writing with immediate effect and with no notice of default being required if you materially breach the terms of these Terms and Conditions.

Article 9. Personal Data

- 9.1. If and to the extent we are the controller in respect of your personal data processed when you use the Bleep Platform, place an order or enter into an agreement with an Event Organizer and/or Seller, we will process your personal data in accordance with our privacy statement, which is available on: <https://www.id-t.com/privacy-policy>
- 9.2. We may share your personal information with the Event Organizer to provide information relating to your experience and enjoyment of the Event which you can unsubscribe from at any time using the unsubscribe link.
- 9.3. We may share your personal information with venue operators, coach operators and others as necessary for the purposes of the Event. We will not otherwise share that information with third parties for marketing.

Article 10. Miscellaneous

- 10.1. We are entitled to transfer the provision of Bleep Services or our rights, whether in full or in part, to a third party without your prior consent.
- 10.2. If at any time any provision of these Terms and Conditions is or becomes illegal, void or invalid, such invalidity shall not affect the validity of the remainder of the Terms and Conditions. We will replace such invalid provision by such other provision which, being valid in all respects, shall have an effect as close as possible to that of the replaced provision.
- 10.3. These Terms and Conditions and all Bleep Services are governed by and subject to the laws of the Netherlands. Any disputes that may arise between you and us shall be exclusively submitted to the competent Court of the Netherlands.