



## General Terms and Conditions for the Longines FEI/WBFSH World Breeding Dressage Championships for Young Horses, 28-30 July 2016.

Ticket Sales / Event of the 'Stichting WK Jonge Dressuurpaarden'. (ErmeloYH) De Beek 3852 PL, Ermelo, Netherlands. E-mail: [info@ermeloyh.com](mailto:info@ermeloyh.com), [www.ermeloyh.com](http://www.ermeloyh.com)

Content:

**A) General Terms and Conditions (GTC)**

**B) No cancellation or return rights**

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**A) General Terms and Conditions**

(GTC) These general terms and conditions (GTCs) apply for the order, purchase and use of entrance tickets for events and for the ticket holder's stay at the show ground in at De Beek 3852 PL, Ermelo, Netherlands. The show ground regulations form part of these general terms and conditions. They are attached to this agreement as an appendix and can also be called up on the web under [www.ermeloyh.com](http://www.ermeloyh.com). On purchasing or using the entrance tickets, the respective purchaser or holder of the entrance ticket accepts the validity of these general terms and conditions. Regardless as to whether the purchaser/holder of the entrance ticket is in possession of an original paper ticket or a print@home ticket.

**§ 1 - Admission to the show ground**

Admission to the show ground is only granted on presentation of a valid entrance ticket.

**§ 2 - Ticket orders**

All ticket orders will be dealt with in chronological order. The organiser's offers are without obligation and subject to confirmation.

**§ 3 - Dispatch and collection of tickets**

On the purchaser's request the entrance tickets will be dispatched at the purchaser's own cost. A processing fee that is determined by contract in individual cases is incurred for the dispatch. For short notice orders, it is possible to collect the tickets at the organiser's ticket-office.

**§ 4 - Resale It is prohibited to purchase entrance tickets for industrial or commercial resale.**

In no instance may entrance tickets be sold to third parties for more than the purchase price, unless the organiser has given his express written permission for such a further resale.

**§ 5 - Refunds for entrance tickets**

Entrance tickets will not be refunded.

## **§ 6 - Loss of entrance tickets**

Lost entrance tickets will not be replaced, regardless of the reason for the loss. This also applies for print@home tickets.

## **§ 7 - Postponement/cancellation of the event**

The organiser is entitled to cancel, postpone or if necessary abandon the respective event in the case of unforeseeable circumstances that make the holding of the event impossible. Should the event be postponed the entrance tickets retain their validity. If the event should be abandoned, the entrance fee will not be refunded, unless the organiser is liable for the event being abandoned. If the event is cancelled, the holder of the entrance ticket will be refunded the price of the ticket. The same applies if the ticket holder is not able to visit a postponed event.

## **§ 8 - Claims regarding entrance tickets**

All queries regarding entrance tickets, regardless of whether they are paper tickets or print@home tickets, are to be resolved with the organiser exclusively. Claims regarding entrance tickets that are visibly faulty must be lodged in due time before the start of the event. The fault must be stated and the entrance ticket returned. Otherwise all demands for a refund or entrance ticket for the respective event become invalid once the event has started.

## **§ 9 - Animals are not permitted**

Animals are not permitted on the show grounds.

## **§ 10 - Instructions of the order-enforcing staff**

The ticket holder is obliged to follow the instructions of the order-enforcing staff, the security personnel, the police and any other personnel at the show ground.

## **§ 11 - Recordings of the event**

It is not permissible to produce, copy, broadcast or otherwise use or distribute any audio, photo, film or video recordings or other descriptions of the event for commercial use without the permission of the organiser. The same applies for assisting any other person in conducting such activities.

## **§ 12 - Recordings of the ticket holder**

The entrance ticket holder irrevocably consents to entitling the organiser in the course of the event to take or have photos and recordings of the ticket holder taken without remuneration and to copy, send out or distribute these in any other way. The same applies for the gratuitous use of his/her voice for recordings of audio or live broadcasts, etc.

## **§13 - Personal data**

Personal data such as i.e. name, address, telephone number, bank details, etc. will only be demanded, processed, and otherwise utilised, as far as these are necessary for the conclusion of the contract. This includes mailings with information regarding the relevant event.

## **§ 14 – Liability**

(1) Entrance to the show ground is at one's own risk. (2) The organiser is not liable for any damages, as far as the organiser his authorised agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organiser (cardinal obligation). In the latter case, the organiser is liable for any foreseeable and typically

ensuing damage. The organiser is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently. (3) Accidents or damage must be reported to the organising committee immediately.

## **§ 15 – English**

version If these GTCs are available in several languages, the English version prevails.

## **§ 16 - Validity of the clauses**

Should individual clauses of these GTCs be or become invalid, in whole or in part, the validity of the remaining clauses or remaining parts of such clauses is not affected thereby. The parties should replace any such invalid provision with a valid provision that comes closest to the economic intent and purpose of such invalid provision. B) No cancellation or return rights for services in connection with recreation, especially for the sale of tickets for sport events, the cancellation right is not valid, not even for so called distance contracts. Ticket purchases are therefore binding, tickets cannot be returned.

## **C) Show Ground Regulations**

The show ground regulations serve the regular use, the general order and the traffic safety in the range of the entire show grounds of the Longines FEI World/WBFSH World breeding championships for Young Horses.

### **§ 1 Scope**

The show ground regulations apply to all persons accessing the show grounds as defined below. These persons include for example – but not exclusively – owners of valid entry tickets / show passes: spectators/visitors, guests/honorary guests, staff/ employees/volunteers, competitors and their entourage, service companies/suppliers, etc. (2) The show ground regulations apply to the complete show grounds, including all constructions and equipment, including all entrances and exits, as well as the surrounding parking areas of the show ground, which are made available to the visitors of the event, (3) The show ground regulations apply for all events which are held at the show grounds. (4) The show grounds serve primarily for staging equestrian events.

### **§ 2 Sojourn**

Only persons, who have a valid entry ticket or carry another authorised identification or a show pass for the event received in another authorised way, are allowed to stay on the show grounds. (2) Entry tickets and authorised passes / show passes have to be shown when entering and on the show grounds when requested by the security and attendants service or by the police. By request a proof of identity should be provided in an appropriate manner. (3) The entry ticket loses its validity when leaving the show grounds. For a short leave of the show grounds the attendants at exits are to be addressed accordingly and their instructions to be followed in order to make a renewed entry possible. (4) Lost entry tickets cannot be replaced. (5) Driving and parking on the show grounds is only allowed with a special authorised pass. (6) Upon entering the show grounds all persons irrevocably consent to entitling the organiser to take or have their photos and/or audio visual recordings taken in the course of the event without remuneration and to copy, send out or distribute these in any other way. The same applies for the gratuitous use of his/her voice for recordings of audio or live broadcasts, etc. Security Controls (1) The security and attendants service, deployed by the organising committee, is authorised to inspect persons if they form a safety hazard, because of alcohol or drug use or because of having a weapon or dangerous or inflammable subjects. If necessary the security and attendants service is authorised to search a person's clothing and taken

repositories, with their consent. Technical means and equipment can be used for this matter as well. (2) Persons who cannot show their authorised pass and persons who form a danger for security reasons or who refuse to give their consent for a search, can be refused to enter or can be removed from the show grounds. Restitution of the money paid for the entry is not possible.

### **§ 3 Behaviour on the show grounds**

On the show grounds all persons must behave in such a way that nothing or no one else gets damaged, endangered or, as far as circumstances permit, obstructed or harassed. (2) All persons must obey the instructions of the fire brigade, the security, the attendants and Emergency Medical Service, the police as well as the event speaker. (3) Owners of entry tickets must take the seat in the particular Stadium area which is mentioned on the entry ticket. The regulations mentioned on the entry tickets or show passes have to be respected. On the show grounds the provided lanes have to be used. (4) All entrances and exits as well as emergency and escape routes are to be kept free. (5) All persons are summoned not to carelessly throw away litter, packing materials and empty repositories, but to deposit all in the bins which are placed on the show grounds and in the Stadiums. (6) Objects found have to be handed in at the attendant service office. The organisation remits all objects found, which are not collected, to the offices at the KNHS. (7) Missing persons can be reported at the office of the operation controllers of the police or the attendant service. (8) Audio, photo and video recording is allowed only for private use and may not be publicised for commercial use. The use of flashlight is prohibited in the stadiums/arenas.

### **§ 4 Prohibitions**

It is forbidden for all persons on the show grounds to bring the following: (a) racist, xenophobic, national socialistic, extreme right wing and other political propaganda materials; (b) any kind of weapon; (c) Objects and properties, which can be used as a weapon, batons, thrustings and projectiles; (d) Gas spray containers, acidly, flammable and colouring substances or tanks with substances which can affect the health or are combustible – exception: standard pocket lighters; (e) Fireworks, star shells, smoke powder, smoke bombs and other pyrotechnical objects of any kind including according firing devices; (f) Flag and banner poles, longer than one meter or with a diameter of over 3 centimetres, as well as so called double holders; flags and banners which are allowed should be made of material which come under the concept of 'flame resistant'; (g) Mechanical operated noise instruments like megaphones, gas pressure clarions; (h) Animals except guide dogs; (i) Laser-Pointers; (j) Drones, microcopters and any similar unmanned aerial vehicles. (2) It is also prohibited for all persons on the show grounds: (a) to enter the stadium's infield and other sports facilities without relevant authorisation / show pass; (b) to climb or cross buildings and facilities which are not meant for public use, especially facades, fences, walls, barriers, lighting installations like camera platforms, trees, any kind of masts and roofs; (c) to enter areas which are not meant for general use (like stables and official areas, VIP and media areas) without a relevant authorisation / show pass; (d) to throw objects of any kind or to spill any kind of liquids; (e) to make fire; to burn or launch fireworks, star shells, smoke powder, smoke bombs or other pyrotechnical objects; (f) to sell merchandise or entry tickets without the permission of the organising committee, to distribute printed material or to implement collections; (g) to write, paint or bonding on buildings, facilities or roads; (h) to express or propagate political propaganda and acts, racist, xenophobic and extreme right wing paroles and emblems; (i) demonstrations, propaganda and acts against equestrian sport; (j) to defecate outside the toilets or to debase the show grounds by throwing things – litter, packaging, empty repositories, etc.; (k) to restrict or affect traffic areas, walk and traffic

roads, entrances and exits to the visitors areas and emergency roads; (l) to stand on the seats of the grand stands; (m) to bring alcoholic drinks to the show grounds; (n) to take (drinking) glasses/bottles to the grand stands; (o) to operate drones, microcopters and any similar unmanned aerial vehicles. (3) Taken along objects which are prohibited are seized and – as far as they are not needed for criminal preliminary proceedings – returned when the conditions of a seizure ceased to exist.

## **§ 5 Liability**

Entrance to the show ground is at one's own risk. (2) The organiser is not liable for any damages, as far as the organiser his authorised agents or representatives can only be charged with simple negligence, unless the breach consists of a fundamental breach of contract on behalf of the organiser (cardinal obligation). In the latter case, the organiser is liable for any foreseeable and typically ensuing damage. The organiser is fully liable for damages in the event of loss of life, personal injury or injury to health caused purposefully or negligently. (3) Accidents or damage must be reported to the organising comitee immediately.

## **§ 6 Violations Persons**

Who act against the show ground regulations can be removed from the show grounds without reimbursement and receive a show ground prohibition based on the administrated domestic authority of the Organising Comitee. If this offence is based on a suspicion of a criminal act or another misdemeanour, a complaint of offence will follow. D) Privacy Protection Statement Service. We gather and collect your personal data solely within the legal framework of the Federal Data Protection Law of the Federal Republic of Germany. Through this statement we would like to provide you with information about the way, extent and purpose your personal data is gathered and used. You can retrieve this information through the link "Privacy Policy" at our online ticket shop on our website at any time. In principle, you can use the content of our website without disclosing personal data. The online ticket shop is linked to the service provider tibbaa.com – Tel +31 (0)70 2 400 174 Laan van Waalhaven 112, 2497 GP Den Haag, Netherlands. We therefore recommend that you also consult the information provided about the current status of their Privacy Policy. All functionalities of the online ticket shop can only be used after user registration. The user must enter name, address, date of birth, telephone number, email address and financial information required for the chosen method of payment. Our websites and other systems are protected through appropriate technical and organizational measures against loss, misuse and alteration by unauthorized persons. The Dutch Federal Data Protection Act confers you the right to free information on your data recorded and if necessary, rectification, blocking and deletion of the relevant data at any time. Ermelo, December 2015 Stichting WK Jonge Dressuurpaarden (ErmeloYH)