

LDP International B.V. General Terms and Conditions

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Article 1 – Definitions

For the purposes of these terms and conditions:

LDP International: the legal entity under Dutch law “LDP International B.V.”.

Agreement: any agreement between LDP International and the customer.

Customer: the person who buys an admission ticket to an event organized by LDP International, including both consumers and business customers.

Consumer: any natural person who acts for purposes outside his business or professional activity.

Distance contract: an agreement between LDP International and a consumer concluded as part of an organized system for distance selling of products and / or services, up to and including the conclusion of the agreement exclusive use of one or more means of distance communication.

Business customer: any natural person or legal entity acting in the context of his business or professional activity in the broadest sense, including but not limited to promotional, network, relationship and/or acquisition activities, whether or not also through another person acting on his behalf or for his account.

Sales address: an official (pre)sales organisation engaged by LDP International for an event.

Admission Ticket: a (digital) document provided by LDP International or a sales address engaged by LDP International that gives the customer access to an event organized by LDP International.

Event: one of the five events organised by LDP International; TT Holland House, BromfiTTs, JACK’S Racing Day, Classic GP Assen en de JACK’S Int. Drenthe Rally.

Place where the event is held: the location located at De Haar 9, 9405 TE in Assen called the TT Circuit, including the actual location of the event as well as all terrains, spaces, fields, etc. around it, which are part of the location where the event takes place, as well as the adjacent public road to which TT Circuit Assen in any way commercially entitled.

Article 2 – Applicability of general terms and conditions and conclusion of the agreement

2.1. These General Conditions Access Tickets (hereinafter: the “General Conditions”) apply to any offer and any agreement that is concluded between LDP International and the customer. The General Conditions apply to both business customers and consumers. Insofar as a provision in the General Conditions only applies to consumers or business customers, this is expressly stated. The General Conditions apply even if the agreement is concluded through a LDP International sales address for the event.

2.2. The agreement between LDP International and the customer is established at the time that the customer buys an admission ticket for the event at LDP International or a sales address engaged by LDP International and thus accepts the offer of LDP International.

2.3. By purchasing an admission ticket or obtaining it in any other way, or by entering the place of the event, the customer declares to agree unconditionally with the contents of the General Conditions.

2.4. The (partial) nullity of any provision of the General Terms and Conditions does not affect the validity of the other provisions of the General Terms and Conditions. If a provision is (partially) null and void, voidable or otherwise invalid, it will be converted into a valid provision of as much corresponding purport as possible.

2.5. The applicability of any general terms and conditions of the customer is expressly rejected.

Article 3 – Admission tickets and payment

- 3.1. An admission ticket may consist of a document issued by or on behalf of LDP International in the form of a hardcopy admission ticket or an E-ticket. The barcode that may be printed on both documents is a unique code.
- 3.2. The admission ticket is issued once and gives access to one person.
- 3.3. The admission tickets are and remain the property of the LDP International. The admission ticket entitles the holder to attend the event. Only the holder of the admission ticket who shows the admission ticket first at the start of the event will be admitted. LDP International may assume that the holder of this admission ticket is also the rightful claimant. LDP International is not obliged to carry out further checks on valid admission tickets. The customer must himself ensure that he becomes and remains the holder of the admission ticket issued by LDP International or the sales address.
- 3.4. From the moment the admission ticket is made available to the customer, the customer bears the risk of loss, theft, damage or abuse of the admission ticket.
- 3.5. Only purchase from the authorized sales addresses or LDP International guarantees the validity of the ticket. The burden of proof in this respect rests on the customer.
- 3.6. LDP International reserves the right to set a maximum number of tickets to be ordered via its websites. The customer is then obliged to comply with the maximum set by LDP International.
- 3.7. Admission tickets cannot be returned by customers. With regard to consumers, it is expressly stated that services relating to leisure, including the events organized by LDP International, pursuant to the provisions of Article 6:230p(e) of the Dutch Civil Code are exempted from the right of withdrawal applicable to consumers in distance contracts.
- 3.8. An admission ticket is invalid without a control strip. The holder of an admission ticket whose control strip is missing may be refused by LDP International.
- 3.9. If the admission ticket contains a barcode, the customer is responsible for the display and legibility of this barcode. If the barcode is badly printed, damaged, illegible or only partially visible, access may be refused and the admission ticket may be considered invalid.
- 3.10. Tickets purchased and paid for directly at the LDP International will be sent after 15 March of each year, but until 1 week before the start of the event, to the address given by the customer. Purchased E-tickets will be sent immediately after payment to the e-mail address provided by the customer.
- 3.11. Tickets ordered at a later date can be picked up at the Welcome Centre of the circuit. Unless otherwise determined by LDP International.
- 3.12. Payment can be made in one of the ways indicated during the ordering process. It is the customer's responsibility to provide the correct details that need to be filled in during the ordering process for the correct processing of the order, payment and dispatch of the admission ticket, including the details necessary for the credit card or iDEAL payment via the Internet and the correct address details of the recipient.



3.13. LDP International is entitled to verify the accuracy of the information provided by the customer (or have it checked). Providing incorrect or incomplete data can lead to not sending the admission ticket.

3.14. LDP International will only issue the admission ticket if and as soon as authorisation of the payment due has been obtained.

3.15. If the customer defaults on any payment, LDP International is entitled to suspend or dissolve (the execution of) the relevant agreement and related agreements.

Article 4 – Obligations of the customer

4.1. The customer who makes his admission ticket available to third parties, is obliged to impose the obligations imposed on him as a customer as set out in the General Conditions also to the person to whom he makes the admission ticket available and guarantees to LDP International that these person(s) comply with these obligations.

4.2. Within the framework of safety and public order, the customer is obliged to cooperate in visiting the event when requested to do so by the competent staff. If the customer does not want to cooperate, the customer can be denied access to the event, without LDP International being obliged to refund the entrance fee.

4.3. The customer must be in possession of a valid and undamaged admission ticket both before and during the event and as long as he is at the place where the event is held. The customer is obliged to show the admission ticket at the request of LDP International, the security staff and other authorised persons.

4.4. If the customer leaves this place after entering the place where the event takes place, the admission ticket will lose its validity.

4.5. It is forbidden to bring alcoholic beverages, drugs, (soft) drinks in glass, striking, stabbing and/or other types of weapons to the place where the event takes place. If LDP International takes such objects into custody for the duration of the event, it accepts no liability in this respect. Legally prohibited objects will be confiscated and will not be returned.

4.6. The customer is obliged at the request of LDP International, the security staff, catering staff and other authorised persons to identify themselves by means of a valid proof of identity.

4.7. The customer is obliged to comply with the regulations (including house rules) and/or instructions of LDP International, TT Circuit Assen the security staff, the fire brigade and other authorised persons.

4.8. For independent visits (i.e. without the supervision of an adult) of events LDP International uses an advisory age of at least 13 years. We advise younger visitors to be accompanied by an adult.

Article 5 – Rights of TT Circuit Assen

5.1. In the event of violation by the customer of (one or more of) the provisions as mentioned in the General Terms and Conditions, including refusal to identify oneself, refusal to cooperate with a visit, fraud as well as in other situations in which joining or further presence constitutes a risk to public order or safety, LDP International is entitled to declare the admission ticket invalid or deny the customer (further) access to the event without the customer being entitled to a refund of the amount paid for the admission ticket (including service costs) to LDP International, whether or not via a sales address. Holders of invalid tickets are not entitled to a refund, compensation or compensation otherwise.

5.2. LDP International reserves the right to deny the customer (further) access to the event or to remove it from the place where the event takes place if LDP International deems this reasonably necessary to maintain peace and order during the event.

5.3. If it is plausible that the admission ticket has been forged, LDP International is entitled to deny the holder of this admission ticket (further) access to the event, without the customer or this holder being able to claim compensation for any damage he suffers as a result.

Article 6 – Force majeure

6.1. In the event of force majeure in the broadest sense of the word, including but not limited to cancellations of participants, strikes, accidents, unusable facilities, fire, bad weather conditions, epidemics, revoked permits, measures of public order and safety, (threat of) terrorist attacks and other causes, foreseen or unforeseen, on which LDP International cannot exert any influence but as a result of which it is unable to fulfil its obligations, LDP International has the right to postpone the event to a later date or cancel the event.

6.2. If the event as a result of or in connection with force majeure is cancelled by LDP International before it has started, LDP International will only be obliged to refund the consumer the admission price mentioned on the admission ticket. If an event as a result of or in connection with force majeure must be cancelled after it has started, LDP International will only be obliged to refund the consumer a part of the admission price mentioned on the admission ticket. The consumer cannot claim (replacement) access to another event, unless otherwise determined by LDP International.

6.3. If the event as a result of or in connection with force majeure by LDP International is postponed to another date, the admission ticket will remain valid for the new date on which the event will take place. If the consumer is unable or unwilling to visit the event on the new date, he is entitled to return his admission ticket to LDP International for a refund of the admission price mentioned on the admission ticket.

6.4. When the consumer under Article 6.2 is entitled to (partial) refund of the admission price mentioned on the admission ticket, this (partial) refund will only take place if the consumer presents a valid and undamaged admission ticket to LDP International within two months after the cancelled date.

6.5. When the consumer is entitled to a refund of the admission price mentioned on the admission ticket on the basis of Article 6.3, this refund will only take place if the consumer presents a valid, unused and undamaged admission ticket to LDP International within four weeks after the new date of the event. To determine whether an admission ticket is used or unused, the administration of LDP International is leading at all times.

6.6. If the event as a result of or in connection with force majeure is cancelled by LDP International before or after the start of the event, or if the event is moved to a new date, LDP International is never obliged towards business customers to refund the paid admission price or to compensate any damage.

6.7. The possibility of dissolution of the agreement by the business customer is expressly excluded.

Article 7 – Liability

7.1. LDP International is only liable for damage of the consumer when such damage, including both damage through non-performance and damage through tort, is the direct and exclusive result of a serious shortcoming attributable to LDP International, or when it is the result of intent or wilful recklessness of LDP International.

7.2. LDP International is never liable for damage suffered by the business customer, unless it is the direct and exclusive result of intent or wilful recklessness of LDP International.

7.3. In the case of liability of LDP International towards the customer, only the damage for which LDP International is insured will be compensated, whereby the liability is limited to the amount to which the liability insurance of LDP International gives claim in the case concerned, increased by the excess of that insurance of LDP International.

7.4. The liability of LDP International towards the customer is in any case excluded for:

- a) consequential and indirect (business) damage on the part of the customer;
- b) damage to property;
- (c) immaterial damage;
- d) damage as a result of the customer's failure to follow instructions given by LDP International and failure to comply with general standards of public order, safety and decency;
- e) damage in any way caused by other customers and/or visitors;
- f) damage resulting from products provided by or purchased from third parties at the location of the event;

7.5. LDP International will strive to ensure that the program as much as possible according to the announced timetable will be carried out. However, it is not liable for deviations therein and for any (possible) damage which may occur as a result for the customer and / or third parties. Start times as mentioned on entrance tickets are subject to change. The customer is obliged to regularly check (through the website or other communication channels of LDP International) whether the start time is unchanged.

7.6. LDP International is not liable for the content and manner of execution of the program of the event, including explicitly the length of the program.

7.7. LDP International is not liable for damage of the customer that is caused by loss of or damage to the admission ticket.

Article 8 – Personal data

8.1. LDP International processes personal data of customers and visitors to its websites in accordance with its privacy statement and in accordance with the General Data Protection Regulation and the General Data Protection Implementation Act. The aforementioned privacy statement is available via the event websites.

Article 9 – Final provisions

9.1. LDP International is entitled to the General Conditions Access Tickets unilaterally change. In that case LDP International will inform the customer of the changes in a timely manner. If the Customer is a consumer, and the change results in the Customer being provided with a performance that differs materially from the original performance, the Consumer has the power to dissolve the agreement as of the date on which the amended General Conditions enter into force. The new general conditions will be published on the website of LDP International.

9.2. Any agreement that exists between the customer and LDP International is governed by Dutch law.

9.3. All disputes that arise between LDP International and consumers as a result of the agreement between LDP International and the consumer or any agreement or legal relationship resulting therefrom, will be settled exclusively by the court of the Northern Netherlands, location Assen, unless the consumer within one month after LDP International has invoked the jurisdiction of the court of the Northern Netherlands, location Assen, indicates that the dispute to be settled by the relatively competent court under the law.

9.4. All disputes arising between LDP International and the business customer as a result of the agreement between LDP International and the business customer or any agreement or legal relationship resulting therefrom, will be settled exclusively by the District Court of Northern Netherlands, location Assen.

9.5. In the case of interpretation of the content and intent of (provisions of) the General Conditions, the Dutch text at all times leading and decisive.

9.6. LDP International B.V. has its registered office at (9404 EL) Assen, Amelte 22 and is registered with the Chamber of Commerce under no. 04073053. The VAT identification number is NL814005287.B01.

9.7. LDP International B.V. can be reached for information on working days from 09.30 to 18.00 hours on telephone number +31 592 318 055.