

# 2025 UC

# 21 & 22 JUNI 2025 Papendal

**BMXPAPENDAL.NL** 

#### **VERSION JANUARY 2025**

#### **GENERAL TERMS AND CONDITIONS FOR VISITORS**

General Terms and Conditions UCI BMX Racing World Cup 2025

In these general terms and conditions, the terms indicated with a capital letter have the following meaning:

#### DEFINITIONS

- "General Terms and Conditions": these general terms and conditions of the UCI BMX Racing World Cup 2025 Papendal.
- "Ticket": an admission ticket for the Event.
- "Agreement": the agreement between You and the organization of the UCI BMX RACING WORLD CUP 2025 PAPENDAL for the purchase and sale of one or more Tickets.
- "Organization": Papendal International B.V., located at Papedallaan 9, 6816 VD, Arnhem, Netherlands. Email address: <u>evenementen@papendal.nl</u>.
- "Event": the event for which You have purchased a Ticket, specified by date and time.
- "Access Ban": the prohibition described in these General Terms and Conditions.
- "You" or "Your": the person who enters into or has entered into an Agreement with the organization of the UCI BMX RACING WORLD CUP 2025 PAPENDAL via the website.
- "Website": the ticket shop of the organization of the UCI BMX RACING WORLD CUP 2025 PAPENDAL.
- "Visitor": the visitor of the Event.
- "Event": UCI BMX Racing World Cup 2025 Papendal.

#### **GENERAL CONDITIONS**

By purchasing a Ticket, You agree to the following terms and conditions.

- In case of cancellation, interruption, failure to proceed, or incomplete execution of the Event or any part thereof, the Organization cannot be held liable. The cost of the entrance fee will not be refunded.
- The Organization of the UCI BMX Racing World Cup 2025 Papendal reserves the right to change the start times of program components. In the event of such changes, the Organization is not obliged to refund the ticket price.
- Damage incurred at the event venue cannot be claimed from the Organization.
- The Organization cannot take responsibility for minors.
- Individuals who cannot be held responsible for their own actions must be accompanied by a supervisor who is accountable for them.
- Visitors who disrupt the Event in any way, cause damage, or personal injury will be held personally liable.
- The Organization reserves the right to deny access to individuals or organizations to the event venue in advance without providing reasons.
- Visitors are required to follow all instructions on (warning) signs and comply with the instructions of the Organization and staff.

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#### The agreement

- An agreement is established when You complete the ticket purchase process on the Website and receive an email from the Organization confirming Your purchase, including an electronic file with the Ticket.
- During the ordering process, You must enter the personal data required by the Organization to deliver the Ticket to You. The Organization is not responsible for any consequences resulting from incorrect or incomplete data entry during the ordering process.
- Each agreement is concluded exclusively in Dutch or English and is electronically archived by the Organization. You may request a copy from the Organization.
- Under the Agreement, You receive access to the Event in exchange for payment of the purchase price. The agreement for the sale of admission tickets is exempt from the statutory right of withdrawal. Therefore, once purchased, Your Ticket cannot be returned to the Organization.

# **Ticket terms**

- Each Ticket serves as proof of the right to access the Event for one adult or child.
- To enter the event venue, You must allow a staff member to scan Your Ticket. Each Ticket can only be scanned once. You are responsible for keeping Your Ticket secure to prevent someone else from displaying the barcode at the entrance of the event venue.
- If the Event is canceled for any reason, the Organization is not obliged to refund the purchase price of the Ticket.
- You may purchase a maximum of 10 Tickets per transaction. Tickets may be resold at face value to direct friends or family. If You resell a Ticket, You must inform the buyer that they are required to comply with the General Terms and Conditions. You guarantee that the buyer will adhere to these conditions.
- Tickets may not be used for commercial purposes. If You are a company and wish to purchase Tickets for inviting guests or for other business-related purposes, You must contact the Organization directly outside of the Website.
- The Organization may deny You access to the event venue or remove You if, in the reasonable opinion of the Organization, You violate one or more provisions of these General Terms and Conditions + House Rules. If the Organization enforces this right, Your right to access the event venue will be revoked without any entitlement to a refund of the purchase price.

# ACCESS REGULATIONS

- You are required to present Your Ticket upon first request by the police or authorized staff at the venue and to immediately comply with any instructions given to you.
- You are not permitted to enter areas that are not designated for general public access.
- You may not obstruct the flow of movement at the event venue. This means that Your use of entrances, stairs, aisles, and platforms is strictly limited to what is necessary for entering or leaving the venue.
- Upon entering the event venue, you must not be under the influence of alcoholic beverages and/or intoxicating substances. If the security staff has reasonable suspicion of such a condition, you may be denied access to the event venue.

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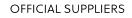
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- On the event grounds, it is not permitted to offer for sale or possess goods for the purpose of selling them, such as beverages, food, souvenir items, T-shirts, scarves, or flags.
- Possessing bottles, glasses, cans, sticks, banners with discriminatory, provocative, or promotional texts as deemed by the security staff, chains, blunt, stabbing, or impact weapons, fireworks, or any other objects or means that can be used as a weapon or to disturb public order is not allowed on the event grounds.
- You are not allowed to throw any objects or liquids on the event grounds.
- You may not carry or use any items on the event grounds that, in the opinion of the staff, cause or may cause unnecessary nuisance or disturbance to others, or pose a danger to any person or property, including items that produce excessive noise, such as a foghorn or horn.
- You may not behave in a provocative or threatening manner on the event grounds, create any danger to the life or health of yourself or others, or act in a way that may cause damage to the event premises, such as climbing light poles, fences, roofs, barriers, or other structures.
- Bringing dogs or other animals onto the event grounds is prohibited. This prohibition does not apply to guide dogs and assistance dogs.
- By using Your Ticket, You accept that You may be searched by the police or authorized personnel and that any prohibited items found in Your possession, as outlined in these General Terms and Conditions, may be confiscated.
- Upon entering the event grounds, security checks will take place.
- By entering the venue, the visitor agrees that they may be photographed or filmed for both commercial and security purposes.

# ACCESS BAN

 If the Organization has exercised its right as described in the Ticket Terms, it may impose an Access Ban on You. This ban means that You are no longer allowed to attend any events organized by the Organization. The extent of the Access Ban depends on the severity of the actions that led to the denial of access or removal from the event grounds. The Access Ban will be communicated to You in writing.

# LIMITATION OF LIABILITY / INDEMNIFICATION

- The Organization is not liable for any damage You suffer during Your visit to the Event.
- The Organization's liability for damages You suffer due to an attributable failure or noncompliance with the Agreement is limited to the total amount You have paid to the Organization for the relevant tickets.
- You indemnify the Organization for any financial loss it suffers as a result of Your failure to comply with one or more provisions of these General Terms and Conditions, such as non-compliance with the access regulations.

# MISCELLANEOUS

- The Organization has partially outsourced the execution of the Agreement to third parties. These third parties may fulfill the Organization's obligations under this Agreement on its behalf.
- The Agreement is governed by Dutch law.

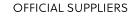
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#### CONFIRMATION OF YOUR ONLINE PURCHASE

• Immediately after completing your purchase and finalizing the payment, you will receive a confirmation email. You will receive your e-ticket no later than two weeks before the event. Your e-ticket serves as your admission ticket to the Event.

# PERSONAL INFORMATION

- You are required to enter personal information during the ordering process.
- If it is suspected that incorrect information has been provided, your purchase or reservation may be blocked.
- The Organization is not liable for any damage resulting from the provision of incorrect information.
- You may contact the Organization to review your personal information.
- The storage of personal information for the payment process is managed according to the general terms and conditions of CM.com.
- Data is stored at CM.com in Breda and Eindhoven.
- CM.com retains the data for up to two years after purchase.

# PERSONAL DATA

# Data storage:

The following data is stored when you purchase tickets:

- First name/Last name
- Gender
- Email address
- Mobile number
- Place of residence
- Additional requested information during the ordering process

# Use of personal data

CM Tickets registers the data through the ticket website. The data remains the property of the Organization and is used exclusively for the following purposes:

- <u>To provide you with products, services, account information, and support.</u> We may use your data to confirm your registration for an event. If you provide us with information about friends, we will use this data to deliver the services you request. Please ensure that you obtain permission from your friends before sharing their information with us.
- <u>To send you messages related to your transaction and attended events.</u>
  For example, we may send you an email regarding your account, ticket purchase, or request a review of an event you attended. Additionally, we may contact you about this policy, another policy, or one of our terms and conditions.
- <u>To monitor and improve our products, services, and websites.</u>
  We analyze your data to enhance our understanding of you and our customer base. This helps us make better decisions regarding our services, advertising, products, and content by forming a more informed view of how our customers use our current services, ultimately personalizing your experience with us.

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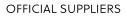
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We may use your data to protect the security of our company, our employees, our customers, third parties, and/or our/their property (including any events you attend and our websites) as permitted by law.

Providing Personalized Advertising and Online Behavioral Advertising

We may collaborate with other companies to display advertisements that we believe are relevant and useful to you. These may be ads on our own websites or apps, or our ads shown on third-party websites. The displayed ads may be based on data collected by us or third parties and/or your activities on our websites or third-party sites. The second type of advertising is "online or behavioral advertising by third parties", which involves targeted advertising based on browsing behavior.

- For marketing purposes. If you have given your consent, we may contact you via email with information or offers regarding our upcoming events, products, or services (including newsletters).
- As otherwise permitted by law. In a limited number of cases, we may also use your data for other purposes, as far as legally permitted.
- <u>Creating visitor profiles for economic impact calculation</u> For the calculation of the economic impact of the UCI BMX Racing World Cup, visitor profiles are used. These profiles are completely anonymous.
- Creating visitor profiles for marketing purposes / profiling of event visitors

# Sharing data with Third Parties

CM Tickets

CM Tickets uses the data to register ticket purchases, send confirmation emails, and provide • tickets via email. CM Tickets stores the data in Breda and Eindhoven.

# Selected Third Parties

If you have agreed to be contacted by our partners via email, we may share your data with the aforementioned partners, who may use this data for their marketing or advertising purposes.

The Organization will not provide, sell, exchange, or otherwise disclose personal information to a third party unless:

- You have given us permission to do so;
- There are legal grounds for doing so. •

# Access, correction, and/or deletion of your data

You may request access to the personal information we hold about you and request that we correct and/or delete this personal information.

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To do so, please contact: Papendal Projecten Papendallaan 9 – 6816 VD ARNHEM Email: <u>evenementen@papendal.nl</u>

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#### **OPT-IN AND DATA USAGE**

- When selecting the option "Yes, I want to stay informed about BMX Papendal news (via newsletter, SMS, WhatsApp)" during the online ordering process, you give the Organization permission to send you newsletters. The data remains managed by the Organization, and you can unsubscribe at any time.
- The opt-in data is used to enhance information delivery for the relevant promotional mailing. The data is stored internally and will not be shared with other parties unless otherwise specified.

#### **PORTRAIT RIGHTS**

- During the Event, official event photographers will take photos. Visitors may be captured in these images. By accepting the General Terms and Conditions, you consent to the use of photos in which you are clearly recognizable.
- The full rights to the photos are purchased from the event photographers, making the Organization the owner of the images.
- The Organization may use these photos on its website and social media channels to promote the Event.
- The Organization may also share these photos with its partners and sponsors.
- If you appear recognizably in a photo that has been published on the website or social media channels and you wish for it to be removed, you can contact the Organization.

#### **EVENT REGULATIONS**

For the safety of everyone attending the Event, rules have been established. These do not differ from those of other events in the Netherlands. Please read them carefully before attending, as your presence at the Event automatically signifies your agreement with these house rules.

#### Acces control

For the safety of visitors and participants, access control is in place at the Event. During these checks, bag searches and body searches may be conducted. The following items are **not** allowed and must either be surrendered at the entrance or taken home:

#### **Prohibited items at the Event:**

- Food and beverages
- Glass and cans
- (Plastic) bottles •
- Fireworks •
- Weapons
- Hazardous/sharp objects •
- Perfume, deodorant, and other spray cans
- Audio and/or video recording equipment (except mobile phones, unless permitted by the • Organization)

The judgment of the security staff is binding. By entering the Event, you automatically agree to cooperate with clothing and bag checks. If prohibited items are found, you will be handed over to the police.

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# Alcohol

According to Dutch law, the sale of alcoholic beverages to persons under the age of 18 is not permitted, nor is the consumption of alcohol by these persons. Like other events, the Event adheres to this legislation, and compliance will be monitored. You may be asked to show identification. If you are 18 years or older but look young, you may be asked for identification repeatedly. In that case, you can obtain a wristband at the information desk indicating that you are 18 or older. If alcohol consumption by persons under 18 is detected, the Organization will confiscate it.

# Drugs

Possessing or trading drugs is not allowed at the Event. Bags and clothing may be checked by the police or security staff.

# **Unacceptable Behavior and Criminal Offenses**

Visitors are required to follow the regulations and/or instructions given by security personnel. Instructions and/or orders given by or on behalf of the Organization's staff must be followed immediately and without exception. If the security staff or the Organization deems your behavior inappropriate, you may be denied access to the Event. In the case of criminal offenses, you will always be handed over to the police, and a report will be filed.

# Sales or promotion

The sale or promotion of goods and/or services at or around the Event is not permitted without prior written consent from the Organization.

# Photography

- Taking photos with professional camera equipment is not allowed unless you have received explicit written permission from the Organization.
- When taking photos on the event grounds and all associated locations, please be mindful of the situation and the individuals involved.

# Animals

Animals are not permitted at the Event. This prohibition does not apply to guide dogs and assistance dogs.

# Children

The Event's Organization advises parents to be aware of the conditions at the venue. If you bring children, please consider factors such as uneven terrain, the size of the venue, and the large number of people present.

#### Own risk

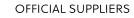
Attending the Event is entirely at the visitor's own risk. The Organization is in no way liable for any damage incurred by visitors and/or their belongings.

# Lost and found items

All lost and found items will be collected at the information desk during the Event. After the Event, found items will be taken to Sportcentrum Papendal.

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# **Confiscated items**

Items that are not allowed on the UCI BMX Racing World Cup grounds will be confiscated and permanently lost. If necessary, they will be handed over to the police along with you.

#### Accessibility

The Organization strives to make the Event accessible for wheelchairs. Toilet facilities for wheelchair users will also be provided. However, availability cannot be guaranteed. Instructions from staff must be followed at all times.

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#### ADDITIONAL REGULATIONS

The Visitor of the Event is required to comply with the regulations, house rules, and/or any amendments thereof, as well as the instructions of the Organization, the transport provider operating the shuttle service, the parking lot operator, the venue operators, security personnel, fire department, police, and other authorized officials.

In case of violation of any rule or prohibition, the Visitor will be immediately removed by security personnel.

For each Event, specific rules may apply to the event grounds or location, which will be made known on-site. Where possible, such rules will also be communicated in advance on the Website of the respective Organizer.

#### CANCELLATION OR RESCHEDULING IN CASE OF FORCE MAJEURE

In the event of force majeure in the broadest sense of the word—including but not limited to illness and/or cancellation of the artist(s), strikes, terrorist threats, a cancellation order by the authorities, fire, (adverse) weather conditions, etc.—the Organization reserves the right to reschedule the Event to a different date or location, or to cancel the Event.

The Organization is not liable for damages resulting from cancellation or rescheduling as mentioned above. If the Event is rescheduled or canceled as described, the Organization will make this known in the manner it deems appropriate, including by announcing the applicable refund terms on the Website. Only in the case of a complete cancellation will the Organization issue a new ticket for the next edition or refund the ticket fees—excluding service costs and any incurred travel and accommodation expenses—upon request of the Visitor. This applies only if the ticket was purchased directly from the Organization's authorized (pre-)sale outlets and not if it was purchased through an (Organization-authorized) third-party sales platform, such as an online secondary ticket marketplace.

(Partial) refunds will only be processed within a reasonable period after the date of the canceled Event. The Visitor must present a valid, undamaged Ticket, which also proves that it was purchased directly by the Visitor. Refunds will be processed in the manner and through the channels announced by the Organization (or the party handling ticket payments).

If the Event must be canceled due to or in connection with force majeure after it has already started, the Organization will only be obliged to refund a portion of the Ticket price, as determined by the Organization, which the Visitor paid through the official (pre-)sales outlet. Service fees and/or other damages will not be reimbursed. Additionally, the Visitor cannot claim (substitute) access to another event.

If the Event is rescheduled by the Organization due to force majeure, the Ticket will remain valid for the new date on which the Event will take place.

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# IMAGE AND AUDIO RECORDINGS

The artists and/or the Organization have the right to create (or have created) image and/or audio recordings of the Event and its Visitors and to reproduce and/or publicly distribute these recordings in any form and by any means.

By obtaining a Ticket for the Event and/or by entering the Event venue, the Visitor unconditionally grants permission for the creation of such recordings, as well as for their editing, publication, and commercial use, in the broadest sense of the word, without the Organizer or any affiliated company being liable to pay any compensation to the Visitor.

The Visitor hereby irrevocably waives any rights or interests they may have in the aforementioned recordings. To the extent that the Visitor holds any neighboring rights, copyright, and/or portrait rights in these recordings, they hereby unconditionally transfer these rights to the Organizer without any limitations and irrevocably waive any moral rights or claims related to them. If this transfer is not legally valid in advance, the Visitor is obligated, upon the Organizer's first request, to provide the necessary written consent and/or sign a transfer agreement to ensure that the aforementioned rights are assigned free of charge to the Organizer and/or any affiliated company.

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