1 Definitions

The terms indicated by an initial capital letter below shall have the following meaning in these General Terms and Conditions:
**a.** General Terms and Conditions: these General Terms and Conditions of Wise Dreams B.V.
**b.** Event: the organised event, such as an event of a stand-up comedian, magician or other entertaining act, film or stage act for which Wise Dreams B.V. sells Tickets
**c.** Organiser: the natural or legal person who produces or organises an Event and is responsible for it
**d.** Buyer: the natural or legal person who buys a Ticket.
**e.** Ticket: the document that serves as admission ticket for an Event, including electronic Tickets
**f.** Wise Dreams B.V.: the private limited liability company Wise Dreams B.V., having its registered office in Hoofddorp.

2 Scope of the General Terms and Conditions

**a.** These General Terms and Conditions shall apply to all offers of, orders with, legal relationships and agreements in connection with which Wise Dreams B.V. delivers products or services of any kind to the Buyer, even if these products or services are not described (in detail) in these General Terms and Conditions.
**b.** The applicability of other terms and conditions of the Buyer is expressly rejected by Wise Dreams B.V..
**c.** The parties can only agree amendments with regard to the General Terms and Conditions in writing. Wise Dreams B.V. is entitled to amend the General Terms and Conditions and to declare amended General Terms and Conditions applicable to Agreements. The amended General Terms and Conditions can be viewed on the website of Wise Dreams B.V.

3 Formation of the agreement with Wise Dreams B.V.

**a.** The service that is provided by Wise Dreams B.V. consists of the distribution of Tickets or Organizing an event it arranges as Organiser or both. A Ticket is no more than a right to admission, in this case admission to an Event of the Organiser. The purchase of a Ticket gives rise to the formation of an agreement: an agreement between the Buyer and Wise Dreams B.V. as the Organiser of the Event for which the Buyer has purchased a right to admission. Or between Buyer and Wise Dreams B.V. as both Seller and Organiser of the Event for which a Ticket has been purchased.
**b.** The agreement that is formed between Wise Dreams B.V. and the Buyer relates to the order and delivery process of the Ticket. The formation of an agreement with Wise Dreams B.V. as Organiser is addressed under 4.
**c.** Tickets are sent to the email address or other address that the Buyer has stated in his or her account. Wise Dreams B.V. will continue to deem the e-mail address or other address stated by the Buyer to be correct.
**d.** The delivery terms stated by Wise Dreams B.V. shall never be considered final deadlines, unless expressly agreed otherwise. If delivery is not made in time, a written notice of default should be issued to Wise Dreams B.V..
**e.** In the event that any delivery term is exceeded, this does not give the Buyer any right to compensation nor the right to cancel the order or to dissolve the agreement, unless the delivery term is exceeded to such an extent that the Buyer cannot be reasonably expected to uphold the agreement.

4 Formation of the agreement between the Buyer and the Organiser

**a.** The Buyer purchases a Ticket for an Event of the Organiser, Wise Dreams B.V.. This will give rise to the formation of an agreement between the Buyer and Organiser regarding rights and obligations in connection with the right to admission to the Event of the Organiser.

**b.** Unless agreed otherwise in writing, all offers, including adverts and price lists as stated on the website of Wise Dreams B.V., shall be non-binding.
**c.** Before confirming his reservation, the Buyer must always check carefully whether the correct Tickets have been reserved. When making the reservation, the Buyer must always use a correct address (email or otherwise). If the Buyer opts to receive Tickets by electronic means, the risk of loss, theft or misuse of the Ticket shall rest with the Buyer from the moment that the Tickets have reached the Buyer. In the case of doubt concerning the correctness of the data that the Buyer entered when placing the order, Wise Dreams B.V. can contact the Buyer using the data that the Buyer entered. If Wise Dreams B.V. is unable to reach the Buyer and therefore is unable to verify the data, Wise Dreams B.V. can proceed to cancel the reservation and sell the Tickets to another Buyer. If Wise Dreams B.V. has any doubts concerning the correctness or the validity of the data entered by the Buyer when placing the order or the instrument of payment used by the Buyer, it shall have the right to cancel the Buyer's reservation and sell the Tickets to another Buyer. Wise Dreams B.V. shall endeavour to inform the Buyer in such a case. All agreements are entered into subject to the condition precedent of sufficient availability of the products or services concerned.
**d.** Wise Dreams B.V. is entitled to set a maximum for the number of Tickets that can be reserved or purchased. In the case of specific grounds for suspecting misuse with regard to a circumvention of the set maximum, Wise Dreams B.V. shall be entitled to cancel the reservation of the Tickets or to invalidate the Tickets concerned in order to prevent the large-scale buying up of Tickets.
**e.** Wise Dreams B.V. has the option of offering additional products when selling Tickets. If Wise Dreams B.V. sells products or services of third parties by means of this activity, the (General) Terms and Conditions of that third party shall apply to the (delivery of the) products or services concerned.
**f.** Tickets cannot be returned. The provisions of Section 6:230p(e) of the Dutch Civil Code apply to tickets.

5 Prices and payment

**a.** Wise Dreams B.V. determines the price and the number of available places. Information on prices and availability is provided on a non-binding basis and may be subject to change.
**b.** The Buyer shall pay the price stated on the website for the products or services ordered by means of the website. Payment shall take place in the manner stated on the Wise Dreams B.V. website or on the website of the vendor. Additional conditions concerning payment or ordering may be applied to the order.
**c.** All prices as stated on the Wise Dreams B.V. website are in euros including VAT, unless expressly stated otherwise.
**d.** Service charges are charged for each ticket and in some cases transaction charges and delivery charges will be charged for each order.
**e.** If the Buyer fails to pay the amounts due or fails to do so on time, the Buyer shall owe statutory interest on the outstanding amount without any demand for payment or notice of default being required. If the Buyer fails to pay the amount due after a demand for payment or a notice of default has been issued, Wise Dreams B.V. shall be entitled to refer the debt for collection, in which case the Buyer must pay all judicial and extrajudicial costs, including costs charged by external experts, in addition to any costs determined at law.

6 Cancelled or rescheduled Events

**a.** It is the Buyers' responsibility to check whether an Event has been cancelled or rescheduled and what the new time or location will be. Although Wise Dreams B.V. will try to inform the Buyer of the cancellation after Wise Dreams B.V. has received the required information, Wise Dreams B.V. cannot guarantee that the Buyer will be informed of the cancellation before the date of the Event. Wise Dreams B.V. is not responsible for any costs incurred.
**b.** Tickets of rescheduled Events will as a rule also be valid for the replacement Event. For more information on this, the Buyer can contact Wise Dreams B.V. If an Event is rescheduled for a different location or date, Wise Dreams B.V. can set conditions for repayment of the ticket price.
**c.** In the case of cancellation or rescheduling of an Event, any products or services sold via Upsell are not eligible for refund.

7 Tickets

**a.** The Tickets distributed by Wise Dreams B.V. will remain the property of Wise Dreams B.V. The Buyer is not permitted to resell a Ticket if this is against the law. In addition, Wise Dreams B.V. can forbid any reselling or commercial use of a Ticket. In the case of any (attempt at) reselling or commercial use in violation of the law or the terms and conditions of Wise Dreams B.V., Wise Dreams B.V. shall be entitled to invalidate the Ticket concerned and/or to impose a fine on the Buyer. Holders of invalid admission tickets will be barred from entering the Event, without any right to compensation.
**b.** Immediately after receipt, the Buyer is required to check the correctness of the Tickets. After purchase, Tickets can no longer be exchanged or reimbursed.
**c.** If the Buyer's Ticket is damaged to such an extent that it is no longer possible to verify whether it is genuine, the Buyer can contact Wise Dreams B.V.
**d.** Special requirements, such as reservations for wheelchair seating locations, must be expressly notified in a timely manner. Wise Dreams B.V. cannot guarantee that special requirements can be met. For more information on this, the Buyer can contact Wise Dreams B.V.

8 Intellectual Property Rights

**a.** The intellectual property rights vested in the Ticket of Wise Dreams B.V. belong to Wise Dreams B.V. or its licensor. The Buyer shall refrain from conduct by which rights or other pertinent interests of Wise Dreams B.V. or its licensor could be harmed.
**b.** The Buyer is not permitted to remove from or change on the Ticket any designation concerning copyrights, brands, trade names or other industrial property rights, or to make any change in the form or any other characteristic feature of the Ticket.
**c.** The Buyer is forbidden to falsify, copy or in any way reproduce the Ticket.
**d.** The Agreement does not transfer any intellectual property right from Wise Dreams B.V. to the Buyer.

9 Liability

**a.** If Wise Dreams B.V. should be liable in connection with its other obligations to the Buyer, the liability of Wise Dreams B.V. owing to an attributable shortcoming in fulfilment, or owing to unlawful acts, shall be limited to compensation for direct damage or loss up to at most the amount that has been or can be charged to the Buyer for the Tickets, unless the damage or loss is the consequence of intent and/or gross negligence on the part of Wise Dreams B.V. or its subordinates.
**b.** Wise Dreams B.V. shall in any case only be liable on account of an attributable shortcoming in the fulfilment of an agreement if the Buyer immediately issues a proper written notice of default to Wise Dreams B.V., specifying a reasonable period in which to remedy the shortcoming, and if Wise Dreams B.V. continues to culpably fail to fulfil its obligations even after that period has expired. The notice of default should contain a description of the shortcoming in as much detail as possible so that Wise Dreams B.V. is able to put forward an adequate response.
**c.** The Buyer shall indemnify Wise Dreams B.V. against all claims by third parties relating to a failure by the Buyer to comply, or to comply sufficiently, with any obligation in respect of Wise Dreams B.V., whether or not arising from the General Terms and Conditions.
**d.** The right to compensation for damages shall at all times be subject to the condition that the Buyer reports the loss to Wise Dreams B.V. in writing as soon as possible following its occurrence.
**e.** Wise Dreams B.V. cannot be held liable at any time for any form of damage to or loss of the Ticket whatsoever. In the case of loss or theft, the Buyer shall not be entitled to a replacement Ticket or repayment of any amounts. Wise Dreams B.V. shall also not be liable for any delay, non-delivery, or incorrect delivery of Tickets, if the delay, non-delivery, or incorrect delivery cannot be attributed to Wise Dreams B.V..
**f.** Wise Dreams B.V. does not in any way accept any liability for Tickets obtained by the Buyer from third parties. Wise Dreams B.V. cannot guarantee that they are genuine either.
**g.** Wise Dreams B.V. shall not be liable in any way for any damage or loss suffered by the holder of this Ticket due to acts or omissions by third parties.

10 Force majeure

**a.** Force majeure is a French term that literally means "greater force." It is related to the concept of an act of God, an event for which no party can be held accountable, such as a hurricane or a tornado. Force majeure also encompasses human actions, however, such as armed conflict. Generally speaking, for events to constitute force majeure, they must be unforeseeable, external to the parties of the contract, and unavoidable for e.g. (Corona) virus break out. These concepts are defined and applied differently by different jurisdictions.
**b.** Without prejudice to the other rights to which it is entitled, Wise Dreams B.V. shall in the case of force majeure have the right to suspend performance of the order of the Buyer, by notifying this in writing to the Buyer, without Wise Dreams B.V. being obliged to pay any compensation, unless this would be unacceptable in the given circumstances according to standards of reasonableness and fairness.

11 Applicable law and competent court

**a.** The laws of the Netherlands will apply to all agreements with Wise Dreams B.V..
**b.** All disputes that may arise in connection with the agreement or the General Terms and Conditions applicable to it shall be submitted to the competent court in Amsterdam.

12 Miscellaneous

**a.** As a rule, at Events, the following are not permitted to be taken to the location of the Event: photographic equipment, film equipment or any other recording equipment, alcoholic beverages, drugs, glass, plastic bottles, tin cans, fireworks, weapons or any other dangerous objects, on penalty of seizure.

**b.** Buyers may be frisked before the Event. Persons who do not wish to subject themselves thereto may be denied admission without any right to a refund of any amounts paid. Buyers who arrive too late at the Event will – insofar as possible – be admitted at suitable moments during the Event. Admission cannot be guaranteed, however.
**c.** Wherever Wise Dreams B.V. undertakes in these General Terms and Conditions to provide a written communication, Wise Dreams B.V. shall be entitled to provide this by electronic means, such as, but not limited to, an e-mail message.
**d.** Obvious mistakes and typographical errors on the website of Wise Dreams B.V. or in offers, order confirmations, Tickets and/or other documents shall not be binding on Wise Dreams B.V..
**e.** If one or more of the provisions of these General Terms and Conditions or any other agreement with Wise Dreams B.V. are contrary to any applicable legal requirement, the provision concerned shall lapse and be replaced with a comparable provision permissible by law to be determined by Wise Dreams B.V.
**f.** These General Terms and Conditions are also available on the website www.wisedreams.nl