

BOMMELWERELD Ticket Terms & Conditions

Article 1 Definitions

Subscription or Multiple Entry refers to any document granting multiple entries to Bommelwereld, including multi-ride passes. The specific subscription terms and Bommelwereld rules are provided separately during purchase. For all other matters, the Ticket Terms outlined here apply.

Electronic Delivery means tickets are provided via digital channels like email, the internet, or other electronic methods;

Customer means the individual or legal entity purchasing tickets or subscriptions;

Agreement refers to the contract, including its terms, that forms the basis for the customer's ticket purchase and Bommelwereld's delivery of those tickets;

Bommelwereld is the party entering into an agreement with the customer for electronic ticket sales granting admission;

Bommelwereld Rules are the policies and guidelines established for visiting Bommelwereld, provided separately and declared applicable to the Agreement during the purchasing process;

Ticket (or e-Ticket) means the document (electronic and/or printed) along with relevant conditions, purchased electronically, that grants the customer one-time entry to Bommelwereld, unless otherwise specified on the website or ticket;

Ticketcounter refers to Ticketcounter BV, which, acting as a subcontractor, provides tickets from its own systems on behalf of Bommelwereld, handles payments, and sends the tickets to the customer, but is never a party to the Agreement.

Ticket Terms and Conditions these are the terms that apply to the purchase of Tickets by customers.

Article 2 Scope

- 1. These Ticket Terms and Conditions apply to all ticket purchases (orders).
- 2. When using the ticket, these Ticket Terms and Conditions apply along with the Bommelwereld Rules, which are provided separately during the ordering process and are also available upon request from Bommelwereld.

Article 3 Tickets

- 1. Ticketcounter acts only as a facilitator for this Agreement and is not a party to it.
- 2. Each ticket comes with a unique (bar)code and serial number. The readable text on the ticket is also contained within the (bar)code. The (bar)code must be scannable for entry to Bommelwereld
- 3. Unless otherwise specified (such as for subscriptions), each ticket is valid for a single use only. One ticket grants access to just one person or one group that meets the criteria listed on the ticket, unless it's clearly labeled as a group ticket, in which case separate terms may apply.
- 4. Tickets are valid only within the specified date or period. After this date or period, entry rights expire. Unless Bommelwereld decides otherwise, tickets are non-refundable and cannot be exchanged or extended.
- 5. It is the responsibility of the customer to ensure that Bommelwereld is able to verify ticket validity when presented electronically (such as scanning from a smartphone) at entry. If a paper printout is required for entry, the customer must provide a printed ticket. Customers must ensure the print quality is sufficient. Tickets that cannot be scanned may be refused, and Bommelwereld may deny entry.
- 6. Tickets are for personal use only and may not be resold. Suspicion of resale may result in Bommelwereld and/or Ticketcounter invalidating the tickets.
- 7. Customers are not permitted to alter tickets or use any text or logos from the tickets for other purposes.
- 8. PoesPas subscription: valid on regular opening days from Monday to Friday, excluding holidays.
- 9. BommelPas subscription: valid on all opening days.
- 10. Subscriptions (PoesPas and BommelPas) require reservations for specific time slots. You may reserve up to 3 different opening days at once.

Article 4 Formation of the Agreement

- 1. Ticket purchases by the customer are made with Bommelwereld under this Agreement. Ticketcounter only serves as a facilitator, using its systems operated for and by Bommelwereld. The purchase and thus the formation of the Agreement is finalized upon acceptance of payment through the method selected by the customer. After this, Ticketcounter will issue the tickets on behalf of Bommelwereld.
- 2. The Bommelwereld regulations always apply. Failing to follow or violating these rules may result in denial of (further) entry to Bommelwereld.
- 3. Bommelwereld reserves the right to set a maximum number of tickets that can be purchased per agreement. This limit may be set based on payment method and/or customer address (including email address). If you wish to purchase more tickets than the allowed maximum, please contact Bommelwereld directly.
- 4. Bommelwereld reserves the right to refuse a purchase or order without stating a reason. Bommelwereld may also terminate the Agreement based on its own judgment if it suspects the use of automated ordering systems. In such cases, payment will be reversed, with any applicable costs deducted. The customer will be notified by Bommelwereld at the address used for the order.
- 5. The customer is responsible for choosing the correct type and quantity of tickets before making a purchase. The customer must also ensure that all information required to process payment through the website is provided accurately. Supplying incorrect or incomplete details may result in tickets not being sent.

- 6. The right to cancel applies for 14 days after purchase, provided the tickets have not yet expired at the time of cancellation. Please note: the cancellation right does not apply to tickets purchased for use on specific fixed dates or tickets valid only for a set period of up to 14 days.

Article 5 Pricing and Payment

- 1. All ticket prices shown on the website include VAT and have no additional fees. Promotional offers or discounts do not apply to tickets.
- 2. Tickets can only be purchased using the payment methods displayed on the website.
- 3. If an initially accepted payment is later reversed (cancelled by the chosen payment provider), Bommelwereld reserves the right to invalidate and cancel the affected ticket(s).

Article 6 Delivery

- 1. Tickets are provided exclusively as e-Tickets to the customer. The customer is responsible for supplying accurate electronic (delivery) addresses.
- 2. For electronic payments, tickets will be delivered within 30 minutes of payment receipt, with a maximum of 2 business days.
- 3. For one-time direct debit payments, delivery occurs within 2 to 3 business days, up to a maximum of 5 business days, after funds are received in the specified (bank) account. If the delivery period is exceeded, the customer is entitled to cancel the purchase and receive a refund of the paid amount. To do so, the customer must notify Ticketcounter in writing and include a refund request.

Article 7 Liability

- 1. Bommelwereld cannot be held liable for any technical issues that result in payments not being processed, being processed incorrectly, or not being authorized in time.
- 2. Bommelwereld is not responsible for cancellations, event closures, blocked access, changes to opening hours, relocations, or any complications regarding entry to Bommelwereld, as long as such matters have been communicated in advance on the Bommelwereld website. It is the customer's responsibility to stay informed in a timely and appropriate manner.
- 3. Ticketcounter is not liable for any damages—whether non-material, material, or physical—resulting from a visit to Bommelwereld.
- 4. Ticketcounter is not responsible for incomplete or incorrect information on the Bommelwereld website.
- 5. These liability limitations do not apply in cases of intent or deliberate recklessness by Bommelwereld or in other situations where liability cannot be legally limited.

Article 8 Privacy Policy

Bommelwereld follows a privacy policy in line with the General Data Protection Regulation, which you can review at <https://bommelwereld.nl/privacy-statement/>.

Article 9 Force Majeure

- 1. Bommelwereld is not required to fulfill any obligation if prevented from doing so by circumstances beyond its control and not attributable to any fault of its own, by law, legal action, or commonly accepted practices
- 2. In these ticket terms, 'force majeure' covers, in addition to what is stipulated by law and jurisprudence, all external causes beyond Bommelwereld's influence, whether foreseen or unforeseen, that prevent Bommelwereld from meeting its obligations. This includes, but is not limited to, fire, strikes, war, unrest, sabotage, disruptions to infrastructure such as transportation strikes, floods, blockades, network failures or interruptions in connected equipment, including internet, telecommunications, and company networks.

Article 10 Miscellaneous

- 1. If a situation arises where the Customer is denied entry or access is restricted and Bommelwereld decides the Customer is entitled to a refund, this will be handled according to Bommelwereld's rules and policies, with Ticketcounter not being a party to the process.
- 2. Purchases of tickets subject to these Ticket Terms and Conditions are governed by Dutch law.
- 3. Bommelwereld can be reached during opening hours via info@bommelwereld.nl.
- 4. If any provision of these Ticket Terms and Conditions is found to be inconsistent with applicable law or otherwise unenforceable, that provision will be modified to comply with the law while preserving the original intent as much as possible.