

GENERAL TERMS AND CONDITIONS KING BOWL PARTICIPANTS

ARTICLE 1 - DEFINITIONS

1. 'General terms and conditions' these general terms and conditions relating to participation in the King Bowl
2. 'the Website' the King Bowl website
3. "participant" means all natural persons who through entering a team for the King Bowl competition have registered for – and/or will participate during the event.
4. "organizer": The private company FLGZ. BV hereinafter referred to as FLGZ..
5. 'tickets': The confirmation of registration which confirms the participant has fully registered and granted a spot to participate during the event.
6. 'place' actual place of the event as well as all grounds, spaces, fields, etc. around it, which are part of the complex, in which the event takes place.

ARTICLE 2 - APPLICABILITY

1. These General Terms and Conditions apply to every offer and every agreement that is concluded between FLGZ. and the participant in the King Bowl.
2. The applicability of any general terms and conditions of the customer is expressly rejected.
3. Deviating and additional terms and conditions only apply insofar as they have been expressly accepted in writing by FLGZ..
4. FLGZ. has the right at all times to unilaterally change the general terms and conditions and the content of the website. The use of the website by the participant after modification of the general terms and conditions means that the customer agrees to the amended general terms and conditions.
5. FLGZ. is authorized to transfer its rights and obligations under the general terms and conditions to third parties, in which case it will inform the customer in time.
6. FLGZ. and the participants acknowledge that electronic communication can serve as proof.
7. By registering for the King Bowl, the participants enter into an agreement with FLGZ. and the participants understands and agree that the participants registered for information from FLGZ. regarding (future and other) events of FLGZ. at no cost. Recipients of the FLGZ. emails can unsubscribe at any time by sending an email requesting to no longer be informed.

ARTICLE 3 - PROOF OF PAYMENT

1. Payment of the registration fee and all other costs owed by the participant is made to FLGZ..
2. The following payment methods are possible when registering via the website:
 - A. IDEAL
 - B. Via Molly application
 - C. PayPal
3. All prices of paid services and products offered by FLGZ. are in Euros and including VAT.

ARTICLE 4 - CONCLUSION OF THE AGREEMENT / REGISTRATION

1. If FLGZ. has determined the date, the location, the number of participants, the playing level and the price of registration and any additional costs, the registration will be booked as 'provisional' in the automated registration system of FLGZ..
2. A Participant must have reached a minimum age of 16 years.
3. A participant under the age of 18, by accepting these terms and conditions, declares that the participant has permission to participate in the King Bowl of the parents or an adult guardian of the participant.
4. Registration via the website is definitively established as soon as FLGZ. has received (proof of) the payment by the participant.
5. If the registration has been concluded via the website, the agreement will be confirmed to the participant by e-mail.
6. If no authorization of the payment is obtained by the participant, the participant will receive a notification by e-mail regarding the failure of the transaction and the non-conclusion of the agreement.
7. A registration is irrevocable for the participant. It is not possible to make changes or cancel changes regarding the agreement that has been concluded.
8. Participants cannot invoke the right of withdrawal. The right of withdrawal does not apply under Article 16 I. Chapter 3 of Directive 2011/83/EU on consumer rights. Tickets cannot be returned. The provisions of article 6:230p sub e of the Dutch Civil Code apply to the Tickets.

ARTICLE 5 - PERSONAL DATA

The personal data provided by the participant will be included in a file by FLGZ.. FLGZ. handles the personal data provided by the participant very carefully. Participant agrees with the privacy statement of FLGZ. The Participant grants, by entering into the Agreement, permission to FLGZ. and its partners to use the personal data for sending information to the participant. The participant is at all times permitted to indicate in writing or by e-mail that he objects to the sending of information by FLGZ. or to the provision of personal data, after which FLGZ. will stop sending or providing that. By entering into the Agreement, the Participant grants FLGZ. permission to publish his/her team-name and competition results, for example by means of publication in newspapers and via the internet.

ARTICLE 6 - PORTRAIT RIGHTS

By entering into an agreement, the Participant grants permission to FLGZ. and its partners for publication of photos and images taken of them or all participating members of the registered team during or around the Event and the like, on which the participant(s) is visible.

ARTICLE 7 - OTHER OBLIGATIONS OF PARTICIPANT

1. The participant is obliged to identify himself on first request during the visit of the event to enable FLGZ., among other things, to comply with its legal obligations in the context of events, including the obligation not to provide alcohol to persons of an age younger than eight (18) years.
2. It is forbidden to bring, fireworks, (fire) weapons, drugs and/or dangerous objects to the place where the event takes place, under penalty of confiscation of these items.
3. It is forbidden to sell merchandise, food, beverages or act as a vendor of any kind without explicit written consent from FLGZ. prior to the start of the event
4. The participant is obliged to comply with the regulations and/or instructions of FLGZ., the operators of the place where the event is held, the security personnel, the fire brigade, and other authorized persons.

ARTICLE 8 - RIGHTS OF FLGZ.

1. In the event of violation by the participant of (one or more of) the provisions as mentioned in these general terms and conditions, FLGZ. is entitled to invalidate the registration or to refuse the participant and or his/ her entire team (further) access to the event without the participant being entitled to a refund of the amount that he has paid to FLGZ. for the registration.
2. FLGZ. reserves the right to deny a participant and/ or their team (further) access to the event or to remove it from the place where the event takes place if FLGZ. deems this reasonably necessary to maintain peace and order during the event.
3. FLGZ. and its partners are entitled to make image and/or sound recordings of the event for promotional purposes for themselves or for the benefit of their partners or sponsors. Participants who appear in the recordings cannot claim any compensation.

ARTICLE 9 - FORCE MAJEURE

1. In the event of force majeure in the broadest sense of the word, including in this context strikes, fire, bad weather conditions, epidemics, national mourning, etc., FLGZ. has the right to postpone the event to a later date or to cancel the event.
2. If the event is cancelled by FLGZ. because of or in connection with force majeure, no refund of the registration fee will take place, this is understood to mean the amount that the participant pays for participation in the event and any additional options paid or costs made to attend.
3. If the event is postponed by FLGZ. to another date because of or in connection with force majeure, the registration remains valid for the new date on which the event will take place. If the customer is unable to attend on the new date, no refund will be made.

ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights regarding the name, the logo, and any text and (advertising) music of FLGZ. as well as regarding the FLGZ. business formula used are vested in FLGZ... The participant is

not permitted to publish it directly or indirectly and/or to reproduce it or otherwise use it or to join in, except with the prior written permission of FLGZ..

2. All intellectual property rights regarding the name of the event, the location, logos, and the like are vested in FLGZ. or the original rightful owners of the event in question or in the holder of the location. The participant is not permitted to publish and/or reproduce or otherwise use or join in, directly or indirectly, publicly, or indirectly, except with the prior written consent of the rightholders concerned.

ARTICLE 11 - LIABILITY FLGZ.

1. Participation is at your own risk. FLGZ. is not liable for any damage, however named, that the participant may suffer as a result of participation in the King Bowl, unless this damage is the direct result of attributable intent or gross negligence on the part of FLGZ.. This exclusion of liability also applies to serious types of damage such as all possible types of damage as a result of injury or death.

2. If, despite the provisions of the first paragraph of this article, Liability of FLGZ. for damage of the participant must be assumed, the obligation of FLGZ. to compensate for that damage is limited to a maximum of the amount that the insurer of FLGZ. pays out in respect of that damage.

3. The participant must be adequately insured against the risk of damage that he or a surviving relative may suffer as a result of his death, injury or illness, caused by his participation during King Bowl.

4. The participant declares that participation in the King Bowl requires good health, in both a psychological and physical sense, and declares that he/ she/ they and all on their team meet this requirement and that all participants will have prepared himself sufficiently for the King Bowl through training and otherwise. FLGZ. advises the participants explicitly and urgently to have themselves medically inspected in connection with participation in the King Bowl.

5. The participant indemnifies FLGZ. against damage that third parties may suffer as a result of an act or omission attributable to the participant with regard to the King Bowl. The participant must be adequately insured against the risk of liability for such damage.

6. Sponsors of the King Bowl and the municipality(s) in which the King Bowl takes place are excluded from liability on the same footing as the Organiser.

ARTICLE 12 - ADDITIONAL PROVISIONS

1. If any article in these general terms and conditions or any part of the agreement should at any time be null and void, or be annulled, the general terms and conditions of the agreement will otherwise remain in force. The parties will then make an arrangement for the void or annulled passage that comes closest to the intentions that the parties had with the agreement and the present general terms and conditions.

2. Additions or changes to the agreement or these general terms and conditions can only be made in writing.

3. Any complaints from the participant as a result of the services provided by FLGZ. must be reported in writing to FLGZ.

4. The agreement and these general terms and conditions are exclusively governed by Dutch law with the exclusion of rules of private international law regarding the applicable law. Disputes arising from the agreement and/or the general terms and conditions will initially be brought before the competent court in the district of Utrecht, without prejudice to the possibility of appeal or cassation. The foregoing does not affect the possibility of seeking other remedies provided for by law such as, but not limited to, the possibility of arbitration.