

GENERAL TERMS AND CONDITIONS FOR VISITORS – THIS IS HOLLAND

1. General provisions: Definitions

- 1.1 THIS IS HOLLAND: This Is Holland B.V., with its registered office at Overhoeksplein 51, 1031 KS Amsterdam and having as its objects to inspire residents of the Netherlands as well as tourists to take this special country to their hearts forever.
- 1.2 General Terms and Conditions for Visitors: these general terms and conditions.
- 1.3 Visitor: any natural person who enters THIS IS HOLLAND with or without a valid admission ticket for the purpose of education, relaxation or entertainment. This also includes any natural person who is invited to visit or attend an event in the building of THIS IS HOLLAND.
- 1.3 Entrance Ticket: a ticket that gives the visitor access to THIS IS HOLLAND during normal opening hours.
- 1.4 Admission Ticket: an entrance ticket (and any card that entitles a visitor to a discount) or a similar proof of admission (such as a written invitation or voucher) that allows entrance to THIS IS HOLLAND.
- 1.5 Goods: all goods, including money, monetary values and negotiable securities.

2. Applicability

- 2.1 The General Terms and Conditions for Visitors apply to all Visitors to THIS IS HOLLAND and are made available, electronically or physically, to Visitors before purchasing an Entrance Ticket.
- 2.2 These Terms and Conditions also apply to special activities that take place outside normal opening hours and/or those that are aimed at visitors other than the normal visitor, in the case of exclusive events.
- 2.3 Any derogations from these Terms and Conditions are only valid if they have been explicitly agreed in writing in advance between THIS IS HOLLAND and the Visitor.

3. Access to THIS IS HOLLAND:

- 3.1 Visitors are only entitled to enter THIS IS HOLLAND during normal opening hours upon presentation of a valid Admission Ticket, unless only Food & Beverage and/or toilets are used. The normal opening hours of THIS IS HOLLAND can be found here: www.thisisholland.com
- 3.2 Visitors will be denied (further) access to THIS IS HOLLAND if it is found that:
 - (a) the Admission Ticket has not been issued by THIS IS HOLLAND or an organisation authorised to do so by THIS IS HOLLAND;
 - (b) a Visitor is clearly under the influence of alcohol, drugs or similar substances;
 - (c) a Visitor is dealing drugs or is in possession of drugs;
 - (d) a Visitor is behaving badly or has the intention of behaving badly.
- 3.3 Visitors are at all times obliged to show their Admission Ticket to THIS IS HOLLAND staff at their first request, failing which THIS IS HOLLAND may deny access to Visitors or remove Visitors from THIS IS HOLLAND, or have them removed.
- 3.4 An Entrance Ticket, purchased in advance by a Visitor, becomes invalid by the mere expiry of the date and time stated on the Entrance Ticket, unless THIS IS HOLLAND has given its written consent that the relevant Entrance Ticket may still offer admission.

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- 3.5 An Admission Ticket/Entrance Ticket is strictly personal and cannot be exchanged for money, for another type of admission ticket or for an admission ticket for a different period of time.
 - 3.6 In case THIS IS HOLLAND deems it necessary, it is entitled to carry out a search and inspection of Visitors and their belongings. In this context, Visitors may be asked to cooperate with an inspection of their bags, etc. by or on behalf of THIS IS HOLLAND staff. In case Visitors refuse to cooperate with this inspection, they may be refused access to THIS IS HOLLAND and will not be entitled to a refund for their Admission Ticket and other costs.
 - 3.7 THIS IS HOLLAND is entitled to adjust the normal opening hours to accommodate occasional exercises in the context of company emergency response services (Article 23 of the Working Conditions Act) or, if there is a real emergency, to allow full or partial evacuation of the premises of THIS IS HOLLAND if deemed necessary. In such a situation, THIS IS HOLLAND will, in consultation with the Visitor, find an appropriate alternative date for a visit and will confirm this in writing.
 - 3.8 Visitors are not allowed to carry any dangerous items or substances. If any of these items are found during the visit, they may be left - at the visitor's own risk - at a location to be designated by THIS IS HOLLAND. Any illegal items that are found will be handed over to the police. Visitors who carry these items may be arrested and handed over to the police. At the same time, Visitors will be denied access to THIS IS HOLLAND or THIS IS HOLLAND can remove these Visitors or have them removed.
 - 3.9 Visitors are not allowed to offer their Entrance Tickets for sale to one or more third parties or sell-on their Entrance Tickets to third parties for a price higher than stated on the Entrance Ticket or otherwise make a profit of an Entrance Ticket.

4. Visiting THIS IS HOLLAND

- 4.1 Visiting THIS IS HOLLAND is at Visitors own risk and expense.
 - 4.2 During their visit to THIS IS HOLLAND, Visitors must behave in accordance with all applicable regulations regarding safety, public order and all standards regarding public decency. If, in the reasonable opinion of the manager of THIS IS HOLLAND, a Visitor acts in any way in violation of these standards, regulations or instructions, this Visitor may be denied further access to THIS IS HOLLAND, or be removed without this Visitor being able to assert any right to compensation of his/her Admission Ticket.
 - 4.3 Unfortunately, we do not have any facilities to store push chairs, folding bikes, trolleys and other large objects. It is not possible to take large objects bigger than A3 size on the Flight Experience. Lockers are available for smaller bags and rucksacks.
 - 4.4 It is not allowed to enter THIS IS HOLLAND on skates, scooters, walking bikes, segways or other means of transport, with the exception of (electric) wheelchairs.
 - 4.5 Visitors are liable for any damage caused by an (equivalent) object which they have taken into THIS IS HOLLAND, contrary to the provisions of 4.3 and 4.4.
 - 4.6 Assistance dogs/guide dogs are only allowed if they have been officially trained and are clearly recognisable as assistance dogs/guide dogs. The dogs must wear a harness with a clear identifier.
 - 4.7 In the event of an emergency, a terrorist attack or other form of violent event, THIS IS HOLLAND is entitled to lock its doors and then take Visitors outside one by one. Visitors may then be asked to cooperate with an inspection of their bags, etc. by or on behalf of THIS IS HOLLAND's management. Visitors who refuse to cooperate in the searches or bag inspections will be asked to show identification before leaving THIS IS HOLLAND.
 - 4.8 It is not allowed to organise events, rallies and/or parties in THIS IS HOLLAND or arrange for these to be organised. Visitors may be denied further admission or Visitors may be removed, in which case the Admission Ticket and other costs will not be refunded.
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5. Code of conduct

- 5.1 Visitors to THIS IS HOLLAND are not allowed to:
- a) offer goods of any kind for sale or distribute them free of charge to third parties
 - b) inconvenience, disturb, obstruct and/or cause noise nuisance to other visitors;
 - c) bring pets or other animals, with the exception of officially recognised assistance dogs/guide dogs;
 - d) smoke, including e-cigarettes;
 - (e) bring food and/or (alcoholic) beverages during the Flight Experience;
 - e) consume food, except in Food and Drinks;
 - f) damage the furniture and equipment;
 - g) the use of physical or verbal violence, or any unwanted behaviour towards other visitors or our staff will not be tolerated. Visitors who are guilty of such behaviour will be removed from THIS IS HOLLAND and the police may be called. These Visitors will not be entitled to a refund of the Admission Ticket or any other costs;
 - h) rebelliousness and/or vandalism, or any unwanted behaviour towards other visitors or our staff will not be tolerated. Visitors who are guilty of such behaviour will be removed from THIS IS HOLLAND and the police may be called.
- These Visitors will not be entitled to a refund of the Admission Ticket or any other costs.
- 5.2 Possession of or carrying weapons or other objects, such as knives, chains, and the like, which in the opinion of management are able to be used as a threat or in a threatening manner, is not allowed in THIS IS HOLLAND. Management reserves the right to seize these objects or to remove their owner from the premises, possibly in cooperation with the police.
- 5.3 In the event of theft of goods of THIS IS HOLLAND, the relevant Visitor will be handed over to the police.
- 5.4 Parents and/or teachers or assistants are at all times responsible and accountable for the behaviour of the minors, individuals or groups they have brought along or are accompanying.
- 5.4 Children under the age of 12 can only enter THIS IS HOLLAND under adult supervision and must be taller than 102 cm.
- 5.4.1 For primary and secondary schools, at least one assistant per group of 20 pupils must be present. THIS IS HOLLAND reserves the right to refuse admission to groups that do not meet these requirements.
- 5.4.2 During parties, at least one adult per 10 children must be present.

6. Flight Experience

- 6.1 THIS IS HOLLAND attaches great importance to safety. Every Visitor is therefore obliged to adhere to all the rules, safety rules and instructions given by the staff of THIS IS HOLLAND that apply to the Flight Experience. If a Visitor does not adhere to one of these rules, safety rules and/or instructions, this Visitor may be refused entrance to the Flight Experience or may be removed from the Flight Experience.
- 6.2 Visitors must be taller than 102 cm in order to take part in the Flight Experience. In addition, the minimum age limit for Visitors is 4 years. Visitors under the age of 16 and who are between 103 and 130 cm tall must be accompanied by an adult Visitor. If a Visitor does not comply with the foregoing, he/she cannot take part in the Flight Experience. In such a case, you will not be entitled to a refund.
- 6.3 Furthermore, in the following cases it is not permitted to enter the Flight Experience:
- (a) Visitors with back problems and/or conditions;
 - (b) Visitors with heart (related) complaints;
 - (c) Visitors suffering from acrophobia (fear of heights);
 - (c) Visitors who are pregnant;
 - (d) Visitors who are under the influence of alcohol and/or drugs;
 - (e) Visitors who are unable to take a seat in the Flight Experience on their own or with the assistance of a companion.
 - (f) Visitors wearing loose-fitting clothing.

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- In addition, additional/more detailed regulations may apply that will be explained to the Visitor by THIS IS HOLLAND prior to the Flight Experience.
- 6.4 For safety reasons, Visitors are not allowed to bring large items (such as large bags) into the Flight Experience. These large items can be stored free of charge in lockers at the counter. Coats and (small) bags can be stored under the Visitor's seat. It is not allowed to consume drink and/or food in and/or during the Flight Experience. It is not allowed to bring pets/animals into the Flight Experience. It is not allowed to smoke in and/or during the Flight Experience.
- 6.5 The Flight Experience may be (temporarily) unavailable and/or closed for technical reasons. THIS IS HOLLAND will of course do everything in its power to open the Flight Experience to Visitors as soon as possible. In such a case, you will not be entitled to a refund.
- 6.6 Visitors are expressly forbidden to take photographs, films, videos and/or audio recordings of the Flight Experience, or otherwise record the Flight Experience on a data carrier or data carriers. Of course, Visitors are also not allowed to publish and/or reproduce the aforementioned video/audio material in any way whatsoever.

7. CCTV and video/audio material

- 7.1 For security reasons, such as to prevent burglary and theft, THIS IS HOLLAND uses CCTV monitoring. Images are stored for a maximum of 4 weeks, unless there has been an incident, such as a theft. In this case, THIS IS HOLLAND will keep the images as long as necessary to deal with the relevant incident.
- 7.2 Of course, Visitors can take photographs, film, video and/or audio recordings during their visit to THIS IS HOLLAND. However, this material may only be used for personal, non-commercial purposes.
- 7.3 However, please note that Visitors are not allowed to take photographs, film, video and/or audio recordings from Preshow 1 up to the Holland Lounge. Visitors are also not allowed to publish nor reproduce the aforementioned video/audio material in any way whatsoever.
- 7.4 Visitors are allowed to film or make audio recordings of other Visitors. THIS IS HOLLAND is in no way responsible for any film or audio material made by these Visitors.
- 7.5 Visitors are not allowed to take photographs, video and/or film recordings for commercial purposes of THIS IS HOLLAND, THIS IS HOLLAND employees and/or THIS IS HOLLAND Visitors without THIS IS HOLLAND's prior express written consent. Film crews and photographers who present themselves as such at the entrance may be denied access to THIS IS HOLLAND. In the event of refusal to stop filming and/or making audio recordings, further access to THIS IS HOLLAND may be denied, without a Visitor being entitled to a refund of the price of the Admission Ticket and other costs.
- 7.6 THIS IS HOLLAND reserves the right to make audio and video recordings in the context of promotional activities/events that are attended by the Visitor. Visitor will not make any copyright or other objections against the use of his/her image or likeness in the context of the publication of the aforementioned recordings.

8. Refund

- 8.1 THIS IS HOLLAND is not obliged to reimburse the costs of an unused Entrance Ticket.
- 8.2 The following circumstances will never result in any obligation to refund money that has been paid nor any obligation on THIS IS HOLLAND to pay compensation:
- a) the partial closure of THIS IS HOLLAND, including, but not limited to, partial closure as a result of work being carried out;
 - b) an adjustment of the normal opening hours in connection with exercises in the context of company emergency response services or if there is an emergency, a full or partial evacuation of the premises deemed necessary by THIS IS HOLLAND. In such a situation, THIS IS HOLLAND will, in consultation with the Visitor, find an appropriate other date for a visit and will confirm this in writing.
 - c) damage, nuisance or inconvenience caused by other Visitors, including but not limited to noise nuisance, inappropriate behaviour (including assault) and theft;
 - d) nuisance or inconvenience caused by maintenance work;
 - e) being denied access to THIS IS HOLLAND.
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9. Liability of THIS IS HOLLAND

- 9.1 THIS IS HOLLAND is only liable for damage suffered by Visitors as a direct result of gross misconduct, intent or negligence on the part of THIS IS HOLLAND. THIS IS HOLLAND's liability is expressly excluded for:
- a) damage caused by third parties, including damage caused in any way by other Visitors;
 - b) damage resulting from failure to follow instructions given by the staff of THIS IS HOLLAND and from failure to comply with the rules laid down in these General Terms and Conditions and the generally applicable rules regarding decent behaviour;
 - c) damage or loss as a result of leaving (personal) property in safekeeping with THIS IS HOLLAND staff.
- 9.2 THIS IS HOLLAND's liability for indirect damage, including consequential damage, loss of profit or wages, missed savings, etc., is excluded at all times.
- 9.3 THIS IS HOLLAND is never liable for damage suffered by Visitors, which has arisen as a result of force majeure on the part of THIS IS HOLLAND.
- 9.4 Any liability is in any event limited to the lower of the following two amounts:
- a) the maximum amount paid by the insurer of THIS IS HOLLAND to THIS IS HOLLAND under that claim; or
 - (b) the compensation paid by a third party to THIS IS HOLLAND in respect of the damage under that claim.
- 9.5 In the event of damage due to death or physical injury, the total liability of THIS IS HOLLAND will under no circumstances exceed the compensation described under 9.4.

10. Liability of the Visitor

- 10.1 THIS IS HOLLAND's Visitors are liable for all direct and indirect damage they may cause, whether or not as a result of non-compliance with these General Terms and Conditions for Visitors.
- 10.2 The original holder of the Admission Ticket is jointly responsible and liable for damage caused by the holder of the Admission Ticket.
- 10.3 Organisations that organise or arrange for the organisation of meetings, events and/or parties in THIS IS HOLLAND are at all times responsible and liable for the behaviour of the guests invited by them, without prejudice to the responsibility and liability of these guests themselves.

11. Lost property

- 11.1 Any items that have been found by Visitors in THIS IS HOLLAND can be handed in to a member of staff or to the THIS IS HOLLAND ticket desk.
- 11.2 THIS IS HOLLAND will take possession of the lost property and, in case of valuable items, will hand them over to the Amsterdam police.
- 11.3 In the event that an alleged owner of an item contacts us, he/she has the option to collect the item himself/herself or arrange for the item to be sent. In both cases the owner must be able to show proper identification. In case THIS IS HOLLAND doubts the status of the alleged owner, THIS IS HOLLAND is entitled to demand proof of ownership.
- 11.4 In case of items which have not been claimed by their owners after six months, THIS IS HOLLAND will use its discretion and reserves the right to destroy lost property that has not been collected.

12. Complaints procedure

- 12.1 Visitors can report any complaints by completing a contact form on the THIS IS HOLLAND website or by emailing or phoning.
- 12.2 Visitors' complaints will be investigated and will be answered in writing or by telephone within 30 days.
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13. Other conditions and applicable law

- 13.1 These General Terms and Conditions for Visitors and all claims arising therefrom or related thereto will be governed by the law of the Netherlands.
 - 13.2 THIS IS HOLLAND reserves the right to amend these General Terms and Conditions for Visitors.
 - 13.2 Any disputes arising from the agreement between the Visitor and THIS IS HOLLAND will be submitted exclusively to the competent court in Amsterdam.
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