

TERMS & CONDITIONS OKTOBERFISSA V.O.F.

1) Booking and payment

- After receiving the invoice the customer must transfer the whole amount to the Oktoberfissa bank account. After the booking and the payment the booking is confirmed. The customer will receive the confirmation and additional information via e-mail.
- If the trip you booked is being offered for a low amount at a later stage (because of promo/discount offers), the customer does not have the right to receive a part of the fare paid earlier.
- Obvious errors and obvious mistakes are not binding for Oktoberfissa.
- We recommend all of our customers to take a cancellation and / or travel insurance with an external insurance company.
- If there is insufficient participation for the event, Oktoberfissa may decide to cancel offered products or services. The customer will receive ASAP but no later than one week before leaving a message. The costs relating already paid will be returned, excluded are transaction costs.
- When there is doubt about the suitability / sincerity / travel past of a participant, Oktoberfissa reserves the right, without giving any reason, to exclude a traveler from participation. The fare is paid within 7 days refunded.
- After the booking, the group leader will receive an info e-mail with the invoice and up to date (possibly modified) information. The group leader has to bring the printed invoice with the names of all travelers to the bus, this will serve as an admission ticket.
- The group leader is responsible for communicating all information to his travel companions.
- For the communication of important information about the travel program the group leader must be reachable before (by email and telephone) the event and during (by telephone) event of Oktoberfissa.
- In case of any problems, the main contact point of the group is responsible for the behavior of his / her group.
- Oktoberfissa is organizing and responsible for the bus trip to Munich and the accommodation on the site (place / tent / air mattress / sleeping bag / pillow). In Munich, Oktoberfest, we are not present as a tour guide. The entrance of the event and the beer tents are free, but it is important that the participants head to the Oktoberfest early in the morning because of the crowds. It is the responsibility of the participants to get a spot in a beertent. Oktoberfissa cannot be held responsible for the not getting into a beertent of the participants at the Oktoberfest. Oktoberfissa.nl can also not be held responsible if a participant is removed from a beer tent / from a table at the festival.

2) Transportation by bus Oktoberfissa

- The bus departs from Amsterdam, with enough applications, the bus also depart from other boarding places.
- Departures from or pickups in Utrecht / Tilburg / Groningen / Rotterdam / The Hague / Delft / and possibly other cities are only possible when there are sufficient customers leaving from that city.

When there are traveling to few people from a city, the customer must travel to the city where the bus will leave. 48 hours before departure you will receive the exact pick-up point and time by e-mail.

- Oktoberfissa has the right change the departure locations of the bus if there are significant circumstances. Significant circumstances are circumstances that are of such a nature that Oktoberfissa binding to the agreement cannot reasonably be required of Oktoberfissa.
- The scheduled departure is mentioned in the email you receive confirming your booking and on our website. The exact departure you will receive approximately 48 hours prior to departure by email.
- You must be at the departure point 30 minutes before departure so that your luggage can be loaded and that you can check in.
- The Oktoberfissa bus departs at the exact departure time and does not wait for passengers which are late. The bus cannot wait for passengers to Oktoberfissa have reported that they come too late by circumstances or passengers who have tried unsuccessfully to contact us. In these cases, Oktoberfissa and the bus company are not liable for damage costs resulting from these issues.
- The group leader is responsible for communicating the exact departure time and boarding point to his travel companions.
- Oktoberfissa is not liable for unforeseen costs arising from external issues such as delays caused by weather, breakdowns, technical breakdowns, traffic, strike, threat or other unforeseen issues. Should the bus not arrive on schedule according to our location, then Oktoberfissa and the bus company are not liable for any resulting damage costs arising.
- If a passenger violates the rules, does not follow the instructions of the organization or bus driver or show serious misconduct, Oktoberfissa has the right to exclude him and his travel companions from any further participation in the travel. The complete responsibility for all consequences (costs / damages) resulting from this exclusion from further participation to the trip are on the account of the concerning passenger. Oktoberfissa cannot be held liable for the costs/damages.

3) Accommodation Oktoberfissa camping

- The participant has to pay a mandatory deposit for the use of the tent and sleeping bags. The mandatory deposit is 20 € and must be paid cash in the bus.
- The camping owner and Oktoberfissa cannot be held liable for loss or theft of property of the participants.
- The participant is responsible and liable for the damage, resulting from their own actions, to the accommodation all other associated movable and immovable property at the campsite. Oktoberfissa and the property owner are not liable for the resulting damage costs.
- If a participant violates the rules, ignores the instructions of the Oktoberfissa organization or camping organization or serious exhibits misconduct, him and his companions will be denied further access to the site. The complete responsibility for all consequences (costs / damages) resulting from this exclusion are borne by participant (s). Oktoberfissa and the site owner cannot be held liable.
- Passengers are obliged to leave the property in good and clean condition after their leave. The final cleaning is included the price, but when the accommodation is in a poor condition

after it has been abandoned, additional cleaning costs will be incurred. This will be settled with the deposit.

4) Liability

- All travelers are responsible their selves for safely and consciously act with regard to the use of alcohol, harassment, loss and theft.
- All travelers are responsible their selves for a valid travel document and a travel insurance. Oktoberfissa is not liable for the damage costs when there is a invalid travel document and / or for not having a travel insurance.
- Oktoberfissa is not liable for legal situations that fall under majeure. Examples: traffic, weather, nature (violent) conditions, strike, terrorist threats, terrorist acts etc. Depending on the phase of the travel Oktoberfissa may decide to remunerate the customers in order to compensate the raised discomfort. However, Oktoberfissa is not required to do this.
- Oktoberfissa cannot be held responsible for the behavior of fellow travelers. Every traveler has his own responsibility and is liable for the damages incurred by his actions and / or injury to fellow travelers.
- Oktoberfissa is not liable for the behavior of / damage by a third party which is not included in the services offered by Oktoberfissa.
- Oktoberfissa, nor staff, may be held liable for damages incurred and / or injury during the journey and on activities during the trip. Participation is at your own risk.
- Bringing and / or use of drugs, stroke or stabbing weapons or other nationally and internationally banned substances is strictly prohibited in our transport, accommodation and activities. Violating this rule results in immediate removal from our transport, accommodation and activity and your continued participation in the trip is denied. Oktoberfissa, the bus company and the campsite owner cannot be held liable for damages and resulting costs.

5) Changes to the Terms and cancellation policy

- Oktoberfissa is bound to the booking conditions of the various accommodation, transport and activity providers during Oktoberfest. These booking conditions are very strict, and therefore we also need to be strict towards our customers.
- Oktoberfissa is not liable for legal situations that fall under majeure. Examples: traffic, weather, nature (violent) conditions, strike, terrorist threats, terrorist acts etc. Depending on the phase of the travel Oktoberfissa may decide to remunerate the customers in order to compensate the raised discomfort. However, Oktoberfissa is not required to do this.

• Changes to the Terms

Name changes:

- Change the name of passengers up to 3 days before departure: no charge.
- Change the name of passengers from 3 days before departure: € 25 per person.

• Cancellation Policy

Cancel until August 1: You receive 50% of the fare return.

Cancel from 1 to August 14: You will receive 25% of the fare return.

Cancel from August 14: you will receive 0% of the fare return.

6) General terms

- To these Terms and Conditions and any other documentation the Dutch law is applicable.
- Intellectual property: the design and content, including trademarks, logos, images, photos, texts on the website (s) of Oktoberfissa are the intellectual property of Oktoberfissa and may not be reproduced or used without the Oktoberfissa permission.
- The use rights by customers Oktoberfissa are provided are strictly limited to the use of these documents for private and personal purposes in the framework and funds from the time of enrollment until the end of the trip. Everything other uses without permission of Oktoberfissa is strictly prohibited.
- Copyright: for everyone, both participants and visitors of Oktoberfissa, it is prohibited to use the photos or texts of our website, without the written permission of the organization.
- Oktoberfissa and the press: it is prohibited that without permission of the organization, the participants cannot share information, which can harm the privacy of the organization and participants, with the press.

7) Website and electronic communication

- www.oktoberfissa.nl is owned by Oktoberfissa, based in Amsterdam, registered at the Kamer van Koophandel under number 61067660
- Oktoberfissa is doing everything in their power to ensure that the website oktoberfissa.nl is free of any technical defect which may have unwanted effects. However, Oktoberfissa accepts no liability damage costs arising from access to or use of the website oktoberfissa.nl or any other website that the oktoberfissa.nl website linked or connected in any other way.
- In the event that communication is taking place between the oktoberfissa.nl and visitor or user of the website, using electronic resources, such as e-mail and other forms of data, then both Oktoberfissa the visitor or user ensure a standard virus protection. Oktoberfissa is not liable for any damages result of the transmission of viruses and / or other irregularities electronic communications, and not received or damaged messages.
- Our website contains links to third party websites. Oktoberfissa carefully select these links, but does not, however, here responsibility and can give no guarantees about the content or quality of these websites and / or its affiliates.
- The use of the software developed by Oktoberfissa with the accompanying website is a privilege, not a general law. Oktoberfissa can always refuse anyone who wants to make use of the software and website without giving any reasons.

8) Privacy Statement Oktoberfissa:

- Of course we respect the privacy of all users of this website and we take the legal provisions governing them carefully.
- Oktoberfissa only uses the corporate and / or personal data of all users to communicate and co-ordinate only. The data and materials will not be reproduced and / or third parties available for any purpose. The data continue to always protected, will never be displayed on the website, and may be consulted by Oktoberfissa only. Your privacy and the independence Oktoberfissa are therefore fully guaranteed.
- Oktoberfissa treats your information confidential.
- Oktoberfissa obviously takes into account the confidentiality of your personal and company data. This data will be protected at all times, are not visible on our website, and may be

accessed only by Oktoberfissa. Your privacy and our independence are therefore entirely ensured.

- Oktoberfissa only uses your (personal) data in order to communicate with you. The data and materials will not be liable for any reproduced and / or made available to third purposes whatsoever.
- If the website contains links to third party websites, Oktoberfissa is not responsible for compliance with the privacy laws of these third parties and parties.

Oktoberfissa

Amsterdam, July 2014