

Terms and Conditions Sportainment Center De Uithof B.V.

GENERAL

Article 1 – Definitions

1. In these Terms and Conditions, the following terms have the following meanings:

- a. Accident: the sudden and direct impact of external violence, resulting in a medically-determinable physical injury. Under no circumstances will any form of hernia be considered an accident;
- b. Activity: any activity offered by De Uithof, including but not limited to: use of the skating rink (whether or not via subscription), (ice) karting, skiing, snowboarding, laser tag, skating lessons, ski lessons and all other activities offered by De Uithof;
- c. Agreement: an agreement concluded between De Uithof and the Client on the basis of which De Uithof delivers an Activity;
- d. Arrangement: an agreement made by the Client to purchase a combination of Activities to be performed in a group at a predetermined price;
- e. Baggage: clothing and other items that are stored in a secured locker during a visit to De Uithof;
- f. Cancellation: the notification made by the Client to De Uithof that an Activity will not be used either in whole or in part, or the notification from De Uithof to the Client that an Activity will not be performed in whole or in part;
- g. Client: every visitor to De Uithof, buyer of an Activity at De Uithof and / or the natural person or legal person who enters into an Agreement with De Uithof in another way;
- h. Complex: the land, the Course, the buildings and installations that are in use or managed by De Uithof;
- i. Conditions: these general terms and conditions of De Uithof;
- j. Course: the asphalt circuit, ice rink and/or the ski slope at De Uithof;
- k. De Uithof: Sportainment Center de Uithof B.V., established in (2544 NL) The Hague at the address Jaap Edenweg 10, registered in the Trade Register of the Chamber of Commerce under number 27292524.
- l. Discount Voucher: a voucher issued by De Uithof that entitles you to a discount on the price of an Activity;
- m. Equipment: the materials required to participate in an Activity, including: (protective) clothing, helmets, skis, snowboard, snow boots, ski poles and the like;
- n. Free Ticket: a voucher issued by De Uithof that entitles you to the Activity described therein.
- o. Gift Card: a voucher issued by De Uithof that can be used to pay for an Activity up to the specified value;
- p. House rules: the content of the house rules included in these Conditions;

- q. Insured: the person who has taken out Sports Insurance by paying a premium, which must be demonstrated on the receipt;
- r. Quotation: a proposal issued by De Uithof to the Client to enter into an Agreement;
- s. Sports equipment: clothing and sports equipment (rented or otherwise) that the insured visitor wears while participating in an Activity at De Uithof;
- t. Sports insurance: insurance taken out by the Client with an insurance company through the intervention of De Uithof, as defined in these Conditions;
- u. Voucher: a voucher issued by a third party, other than De Uithof, which can be used to pay for an Activity up to the value stated on it;

Article 2 – Formation of Agreement, applicability of Conditions

1. The Agreement is effective the moment the Client accepts an offer from De Uithof or, if this is not expressly done, the moment the Client takes part in an Activity.
2. Any additional agreements, changes and / or verbal commitments made by De Uithof at a later date will only bind De Uithof if, and insofar as, De Uithof has confirmed this in writing.
3. As long as a Quotation has not resulted in an Agreement, De Uithof is free to withdraw or amend the Quotation.
4. These Terms and Conditions apply to every Agreement entered into with De Uithof, every Quotation and / or any other offer from De Uithof.
5. The applicability of these Terms and Conditions is accepted by the Client by entering into an Agreement, by entering the Complex and / or by participating in an Activity.
6. These Conditions are available for inspection at De Uithof and the Chamber of Commerce in The Hague. These Conditions are also published on www.deuithof.nl and can be downloaded there, and may be provided or sent free of charge at the request of the Client.
7. The applicability of any of the Client's own (general) terms and conditions is explicitly rejected.
8. If the Agreement extends to the delivery of an Activity that is not provided by De Uithof itself but by another company, such as the activities of Evorsa, De Klimmuur, Fit For Free and Ooms Schaatsport, the Agreement is concluded exclusively with the company that the Activity delivers. In that case, De Uithof is not a party to this Agreement and is not liable for the obligations arising therefrom towards the Customer
9. Deviations from these Terms and Conditions are only valid if they have been expressly agreed in writing.

Article 3 – Price and payment terms

1. All rates applied by De Uithof include VAT, unless stated otherwise.
2. All rates applied by De Uithof are per person and exclude the costs for the use of Equipment, unless stated otherwise.
3. Unless otherwise agreed, the price of an Activity must be paid in advance at the cash desk of De Uithof.

4. De Uithof is entitled to ask for a deposit of 75% of the agreed price from the Client in advance.
5. Discounts and promotions may not be combined.
6. An Arrangement may not be paid for with a Gift Card, Discount Voucher, Voucher or Free Ticket.
7. If a reduced rate has been agreed with regard to an Arrangement, De Uithof may attach conditions to the applicability of that rate, including a minimum number of Clients participating in the Arrangement. If these condition (s) are not met when purchasing the Arrangement, the normal rates will apply.
8. If a reduced rate has been agreed for an Arrangement, the agreed price must be paid in advance for all Clients at once. If the participating Clients wish to pay individually, the normal rate applies.

Article 4 - Gift Card, Discount Voucher, Voucher and Free Ticket

1. A Gift Card, Discount Voucher, Voucher and Free Ticket may only be used at De Uithof and not at the other companies present in the Complex which are not part of De Uithof.
2. A Discount Voucher, Voucher and Free Ticket cannot be exchanged for cash and must be spent in one transaction. Any remaining value of a Discount Voucher, Voucher or Free Ticket after use will not be paid out by De Uithof and will expire. A Gift Card may be used several times until the value of the Gift Card is used up.
3. The validity of a Gift Card, Discount Voucher, Voucher and Gift Coupon expires after the date or period stated thereon.
4. De Uithof is responsible for the assessment of the validity of a Voucher issued by a third party. De Uithof cannot therefore guarantee its validity.
5. It is not permitted to reproduce, edit and / or change a Gift Card, Discount Voucher, Voucher or Free Ticket in any way. In such cases, De Uithof is entitled to declare the relevant voucher / ticket invalid and to withdraw it.

Article 5 – Cancellation and amendment of an Agreement

1. In case of Cancellation by the Client, the Client owes De Uithof the following compensation:
 - a. in case of cancellation more than fourteen days before the agreed date on which the Activity would be performed: no compensation;
 - b. upon cancellation between fourteen and seven days before the agreed date on which the Activity would be performed: 25% of the agreed price;
 - c. upon cancellation between seven and five days before the agreed date on which the Activity would be performed: 75% of the agreed price;
 - d. in case of cancellation less than five days before the agreed date on which the Activity would be performed: 100% of the agreed price.
2. In the event of Cancellation of an Arrangement that includes catering services, the price of the catering services will be deducted from the price referred to in paragraph 1 above, unless De Uithof has already made purchases for these catering services or has incurred costs for the day on which the Activities

would take place, which cannot be otherwise used or offset.

3. Insofar as the capacity of De Uithof permits, the Client may increase the number of participants in the Activities up to one day before the planned Activity, incurring additional payment of the corresponding price. After the aforementioned period, De Uithof is entitled to charge additional costs for this.
4. De Uithof is entitled to unilaterally change an agreed Activity. As long as the change is not of a substantial nature, the Client is not entitled to an adjustment of the price.
5. De Uithof is entitled to cancel an Agreement. The Client is then released from their payment obligation and will receive a refund of any deposit already made. De Uithof is not liable for any (consequential) damage suffered by the Client as a result of this Cancellation.
6. De Uithof is entitled to change the opening hours of the Complex, without this leading to the right to adjustment and / or refund of entrance, subscription and / or membership fees.

Article 6 - Obligations of the Client

1. Before commencing an Activity, the Client must ascertain whether they have the required physical condition. Any doubts must be made known to De Uithof in advance by the Client.
2. If, in De Uithof's reasonable assessment, the Client does not have the required physical characteristics, such as height, body weight and / or the skills to participate in an Activity, De Uithof is entitled to prevent the Client from participating.
3. If a time has been agreed between De Uithof and the Client at which the Activity will commence, the Client must, unless otherwise agreed, report to the De Uithof counter at least thirty minutes before that time. If the Client does not comply with this, De Uithof is entitled to cancel the Activity without releasing the Client from its payment obligation.
4. The Client must act in accordance with De Uithof's House Rules and follow the instructions of De Uithof staff at all times. If the Client does not comply with this, De Uithof is entitled to exclude the Client from participation and to remove them from the Complex.
5. If the Client finds a shortcoming in the performance of the Agreement, they must immediately report this to the staff of De Uithof in order to enable De Uithof to resolve the complaint on site. If the Client does not comply with this, they forfeit the rights that the law attaches to a shortcoming.

Article 7 – Catering

1. The Uniform Conditions for the Hotel and Catering Industry (hereinafter: "UVH") that apply from time to time apply to all catering services provided by De Uithof, insofar as they are not expressly deviated from in these Conditions.
2. The UVH are published on www.khn.nl and can be downloaded there. The UVH are filed with the Chamber of Commerce in Woerden and registered there under number 40482082.

Article 8 – Sports insurance

1. The categories and amounts covered under the Sports Insurance are:

- a. death: € 15,000.00
 - b. permanent disability: € 50,000.00
 - c. sports equipment and luggage: € 1,000.00
2. The aforementioned categories and payment amounts apply per visit to De Uithof.
 3. The Sports Insurance is valid on the date of the receipt from the moment the Insured enters the De Uithof Complex until the moment the Insured leaves the De Uithof Complex.
 4. Within the period of validity of the Sports Insurance, the following is covered:
 - a. damage to Sports Equipment, insofar as this happened during the practice of an Activity;
 - b. theft of Baggage from the locked room;
 - c. an Accident insofar as this happened while practicing an Activity.
 5. No payment will be made if the Insured makes an untrue statement or is negligent in fulfilling any obligation incumbent on them under the Sports Insurance. In that case, the right to payment for the entire claim lapses.
 6. The Insured is obliged to:
 - a. submit original (evidence) documents;
 - b. in the event of breakage or damage to Sports Equipment, to keep the remains until after the damage settlement;
 - c. report any damage, theft or Accident immediately to the cash desk of De Uithof;
 - d. send the fully completed and signed claim form to the insurance company, including the receipt showing that the insurance premium has been paid, no later than one month after the incident.
 7. Entitlement to benefits applies only to the Insured. In the event of the death of the Insured, benefit is also available for the natural person (s) acting as their heir.
 8. In the event of permanent functional disability of the Insured as a direct and exclusive consequence of an Accident, payment will be made based on a percentage of the amount insured for permanent disability, which is equal to the degree of permanent disability without taking into account the profession or hobbies of the Insured.
 9. In the event of the Insured's death as a direct and exclusive consequence of an Accident, the insured sum for death will be paid.
 10. Payment is made for damage to ski equipment and Baggage up to a maximum of the insured amount as referred to above in paragraph 1. In the event of repairable damage, payment will be made on the basis of the repair costs; in the event of irreparable damage or theft, payment will be made on the basis of current value.

Article 9 - Liability

1. Entering the Complex and participating in an Activity is at your own risk. The Client must take out adequate insurance against this risk.
2. Liability of De Uithof for indirect or consequential damage, including but not limited to trading loss and loss of profit, is excluded.
3. De Uithof is not liable for any damage to the Client that is the result of acts or omissions in violation of the Agreement, the House Rules, instructions of the staff of De Uithof, the incorrect use of Equipment, or the instructions and directions provided for this purpose.

4. De Uithof is not liable for loss or theft of the Client's property, whether or not it has been stored.
5. De Uithof is not liable for damage as a result of splashing water, ice or moisture damage to the property of the Client.
6. Without prejudice to the foregoing, the liability of De Uithof is in any case, except in cases of intent or deliberate recklessness on the part of De Uithof, limited to the amount that is covered by the liability insurance of De Uithof in a particular case or, if there is no cover under liability insurance, up to the price involved in the Agreement.
7. The aforementioned exclusions and limitations of liability also apply to the staff of De Uithof and any third parties engaged by De Uithof.
8. Any compensation paid by or on behalf of De Uithof replaces the right to take further action.
9. If the Client causes damage to De Uithof, its personnel, other Clients or third parties, by acts or omissions in violation of the Agreement, the House Rules, instructions of De Uithof personnel, the incorrect use of Equipment or the instructions and directions provided for this purpose, the Client is liable for such damage.
10. If the Client damages and / or fails to return material or other property of De Uithof on time, they are liable for any damage De Uithof suffers as a result.

Article 10 - Force Majeure

1. In the event of force majeure, De Uithof is entitled to suspend its obligations under the Agreement without being obliged to pay (reimbursement) and / or compensation to the Client. In that case, the agreed Activity will be moved in consultation with the Client to a time when De Uithof is once again able to fulfill its obligations.
2. If the force majeure situation continues for more than fourteen days, both parties have the right to cancel the Agreement. In such a case, De Uithof is not liable to the Client for damage that could be caused by this. Any (down) payment already made will be converted by De Uithof into a Discount Voucher or Voucher of equal value. The voucher must be spent within six months after the date on which De Uithof is once more able to offer the Activity.
3. If the Agreement relates to an Activity that is offered through a (continuous or non-continuous) subscription or annual pass, in the event of a force majeure situation its duration will be extended free of charge by a period equal to the period of the force majeure situation. In such cases, De Uithof is not liable to the Client for any damage caused by this.
4. Force majeure is understood to mean circumstances that prevent De Uithof from fulfilling their obligations and that cannot be attributed to De Uithof. This will also include (if and insofar as these circumstances make fulfillment impossible or make fulfillment unreasonably difficult): an epidemic and / or pandemic (such as the Coronavirus), government measures in connection with it, war, danger of war, civil war, riots, acts of war, fire, water damage, flooding, strikes, occupation, lockout, obstructed access, government measures, defects in machinery, failures in the supply of energy, all in De Uithof as well as at third parties whose required

materials or raw materials are wholly or partly as well as during storage or during transport, whether or not under own management.

Article 11 - Privacy

1. In connection with the performance of the Agreement, De Uithof processes personal data relating to the Client. As controller, De Uithof processes, manages and secures personal data with the greatest care. It complies with the requirements set by the General Data Protection Regulation (GDPR) and national legislation. More information about this can be found in the privacy statement on the De Uithof website.

Article 12 - Final provisions

1. If any provision of these Terms and Conditions is null and void or is annulled, the other provisions of these Terms and Conditions will remain in full force. Both De Uithof and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or nullified provisions, as far as the purpose and scope of the invalid or annulled provision may be observed.

2. The legal relationship between De Uithof and the Client is exclusively governed by Dutch law.

3. Insofar as the law does not provide otherwise, all disputes arising from the legal relationship between De Uithof and the Client will be settled exclusively by the competent judge of the court in The Hague.

THE HOUSE RULES**General house rules**

1. The Client must follow the signs on the Complex and the instructions of the De Uithof staff at all times.
2. Minors must be accompanied by an adult at the Complex.
3. Smoking is only allowed in the designated place (s).
4. Consuming refreshments on the Course is not permitted, except for at catering establishments within De Uithof.
5. Participation in an Activity under the influence of alcohol and / or drugs is not permitted.
6. The use of weapons, physical or verbal violence or other undesirable behaviour is not permitted.
7. Pets are not allowed, with the exception of dogs, provided they are on a leash.
8. The Road Traffic Act must be observed in the car park. Any instructions from De Uithof staff must be followed.
9. Taking photos or recording video is only permitted if it is intended for personal use. In all other cases, permission from the management of De Uithof is required.

Karting house rules

1. The Client must observe the safety of themselves and others and follow the instructions of the staff of De Uithof at all times.
2. Minors may only access the karting track if accompanied by an adult.
3. Spectators are not allowed to enter the kart track.
4. Clients must at all times follow all written and / or verbal Course instructions and / or other instructions from De Uithof personnel. The meaning

of the flags and / or other optical signals used is as follows:

- a. yellow flag and / or flashing light: drive slowly, do not overtake;
 - b. blue flag: the relevant Client must let the Client (s) driving behind him pass;
 - c. red flag: every Client must stop immediately at the designated place;
 - d. finish flag: each Client must drive at a leisurely pace to the pit lane and come to a stop there.
5. The Client is not allowed to;
- a. ride the karts without a helmet and / or suitable clothing and / or proper footwear;
 - b. ride the karts without balaclava and / or gloves. This Equipment is available for a fee at De Uithof;
 - c. smoking or making an open fire on the go-kart track;
 - d. drive on the Course in the opposite direction;
 - e. endanger others;
 - f. ride or damage the karts recklessly;
 - g. leave the karts other than as instructed by the staff of De Uithof and / or leave them on the track.

Ski slope house rules

1. The Client must observe the safety of themselves and others and follow the instructions of De Uithof staff at all times.
2. Minors may only access the ski slope if accompanied by an adult.
3. It is not allowed to unnecessarily stand still on the ski slope and / or block the ski slope in any other way.
4. Overtaking is only permitted insofar as it does not endanger and / or hinder others.
5. Climbing or descending the ski slope on foot is only permitted at the side of the slope.
6. It is mandatory to wear ski boots or snow boots on the ski slope.
7. Wearing gloves on the ski slope is mandatory.
8. Wearing a helmet on the ski slope is mandatory for Clients aged sixteen or younger.
9. Clients are advised to wear warm clothes on the ski slope.
10. Bags and / or other loose objects are not allowed on the ski slope.
11. Without permission from De Uithof, it is not permitted to teach others on the ski slope in a business or professional manner.