



GENERAL TERMS AND CONDITIONS OF VIP SALE OF WK 2021 VZW

ARTICLE 1. Scope

The services of WK 2021 VZW to which this order form applies are provided under the following Terms and Conditions, with the exception of written derogations between the parties and without prejudice to any special terms and conditions agreed in a separate agreement. They take precedence over any other terms and conditions of the customer, even if these are communicated afterwards. These Terms and Conditions take precedence over and are supplemented by the conditions as stated on the invoice for WK 2021 VZW. They are deemed to have been accepted by the customer, unless the customer has submitted a reasoned written objection by registered letter within five calendar days of receipt. Any nullity of one of these provisions shall not affect the applicability of the other provisions.

ARTICLE 2. Change

WK 2021 VZW reserves the right to change these General Terms and Conditions unilaterally. It shall inform the customer accordingly in writing. The customer has the right to terminate the agreement free of charge within 30 days of notification of this change. If not, it is presumed to agree with the amended General Terms and Conditions.

ARTICLE 3. Order - Offer

Only a written offer made by WK 2021 VZW is valid. The validity period of the offer is limited to 30 days. The agreement only comes into effect after the customer's order has been accepted by WK 2021 VZW.

ARTICLE 4. Representation

The customer is validly represented by the signatory of the order form.

ARTICLE 5. Intellectual property

WK 2021 VZW remains the sole holder of the intellectual property rights of its creations and organisations. Any delivery remains the property of WK 2021 VZW until the moment of full payment of the price.

ARTICLE 6. Price

The prices invoiced by WK 2021 VZW are shown in euros, excluding taxes. The prices are always exclusive of VAT, unless expressly stated otherwise. The exchange risk is at the expense of the customer. In the event of an increase in the price of certain products over which WK 2021 VZW has no influence, the prices can be adjusted accordingly.

ARTICLE 7. Payment

Invoices must be paid to the account number of WK 2021 VZW stated on the invoices. Invoices are payable on 30 days, unless expressly stated otherwise. When purchasing tickets and VIP tickets, these shall only be sent to the customer after receipt of full payment to WK 2021 VZW.

ARTICLE 8. Late payment

If payment is not made on the due date, the amount of each invoice issued by WK 2021 VZW shall, automatically and without prior notice of default, be increased by a conventional, fixed and irreducible compensation of 10% and interest at the rate of 1% per commenced overdue month, to be calculated as from the due date.

ARTICLE 9. No right of withdrawal

There is no right of withdrawal and the consumer does not have the right to waive the purchase. Although Article VI.47 of the Code of Economic Law provides for a period of 14 calendar days during which the consumer can waive the agreement, this right of withdrawal does not apply to the sale of the services of WK 2021 VZW on the grounds of Article VI.53, 12° of the Code of Economic Law.

ARTICLE 10. Cancellation of the order

Any cancellation of the order by the customer must be made in writing. It is only valid subject to written acceptance by WK 2021 VZW, which is not mandatory at any time whatsoever.

ARTICLE 11. Cancellation of the Event - Force Majeure - COVID-19 - Liability

WK 2021 VZW is only liable for a shortcoming attributable to it insofar as this liability was not expressly excluded or limited in these General Terms and Conditions. The total liability of WK 2021 VZW is in any event limited to compensation for direct damage (excluding indirect damage) and can never exceed the value of the service provided, being the ticket money paid.

Liability in the event of force majeure is excluded. Force majeure is understood to mean any circumstance beyond the control of WK 2021 VZW, which (even temporarily) prevents it from performing all or part of its obligations.

This includes (but is not limited to): instructions, decisions or interventions of any kind by public, administrative or regulatory authorities (act of State), terrorism or threat of terrorism, weather conditions (such as extreme heat, thunderstorms, gales, floods, etc.), fire, riots, war or threat of war, insurrection, epidemics, pandemics (such as COVID-19), state of quarantine, disruptions of the telecommunication or other network or connection or communication systems used, disturbances on public roads, blockades, strikes or lockouts, demonstrations and other disruptive disturbances.

Cases of force majeure do not entitle the customer to any refund of ticket money or other form of compensation. If the Event cannot take place as a result of force majeure or if the event can take place but with restrictions, WK 2021 VZW shall exceptionally refund (in whole or in part) the ticket money paid by the customer in one of the following cases: (i) the Event cannot take place in Belgium in 2021, or (ii) the Event takes place in Belgium but without VIP or (iii) the Event can take place but with limited number of people allowed in the VIP area. In the latter case, only the remaining unused tickets will be refunded.

If the Event is cancelled by WK 2021 VZW other than in cases of force majeure, the ticket money shall be refunded to the customer. Any case of refund provided for in the present article will be dealt with in a timely manner. Any other costs incurred in connection with the Event, such as service and administrative costs and any extras, shall not be refunded.

COVID-19 is a highly contagious disease that can lead to serious illness and death. There is an inherent risk of exposure to COVID-19 in any public place where people are present. Attendance at the Event is entirely voluntary and at the customer's own risk, and implies acceptance of the risks relating to exposure to COVID-19. WK 2021 VZW is not liable in the event of infection by COVID-19.

ARTICLE 12. Use of tickets

The tickets issued are and remain the exclusive property of WK 2021 VZW. Any reproduction or imitation in any form whatsoever and using any procedure whatsoever is strictly forbidden. Except with the prior written consent of WK 2021 VZW, any commercial use of the name or logo of the event is strictly forbidden and it is not permitted to further market the issued tickets for sale. It is therefore forbidden to resell the tickets to third parties or to organise competitions or to set up commercial campaigns, to offer the tickets in other commercial expressions - in any manner whatsoever - or to use the tickets, the name or logo of the event for organising own VIP arrangements. WK 2021 VZW is entitled to invalidate sold or otherwise marketed tickets and to deny holders of such tickets access to the Event, without any form of compensation for the original or subsequent buyer or holder.

ARTICLE 13. Liability

WK 2021 VZW cannot be held liable, except for wilful intent or gross negligence, if the performance of an accepted service cannot take place or cannot take place in good time due to the fault of its agents, subcontractors or due to the fault of the customer. The liability of WK 2021 VZW is limited to direct damage, and indirect damage in the execution of an assignment it has accepted is always excluded. Under no circumstances shall the compensation for damages exceed the price that is the subject of the agreement.

ARTICLE 14. Complaints

No complaint regarding the services shall be accepted if it is not addressed by registered letter to WK 2021 VZW, Ottergemsesteenweg-Zuid 808, 9000 Ghent or by e-mail to info@flanders2021.com, within a period of eight days after the execution of the services or discovery of any defect, whichever occurs first. Failing this, the services shall be deemed to have been accepted.

ARTICLE 15. Obligations

WK 2021 VZW shall make every effort to meet its contractual obligations and the expectations of the customer. WK 2021 VZW is bound by an obligation of result with regard to sale of VIP tickets. However, it is only bound by an obligation of means with regard to the provision of VIP services.

ARTICLE 16. Personal data

The customer hereby grants WK 2021 VZW permission to collect all necessary personal data exchanged within the framework of the relationship between parties and to include them in a file for commercial/administrative purposes. The consumer may also consent to the collect and processing of his/her personal data for commercial, marketing and communication purposes. WK 2021 VZW shall ensure that all legal formalities have been completed and that the customer has the right to access and correct the data in accordance with the General Data Processing Regulation 2016/679 of 27 April 2016 on the protection of privacy with regard to data processing, which can be requested at any time using the contact details included in these General Terms and Conditions.

ARTICLE 17. Solidarity

In the case of joint order by several customers, they are jointly and severally liable for their various obligations and are presumed to have waived the benefits of division and dispute.

ARTICLE 18. Implementation modalities

Transport risk and port and delivery costs are exclusively at the expense of the client.

ARTICLE 19. Execution period

Only the deadlines specified in writing by WK 2021 VZW are binding. These deadlines shall in any event be extended in the event of force majeure, a change in the order by the customer, delay in the presentation of information and/or documents by the customer or delay in payment.

ARTICLE 20. Applicable law

The agreements between WK 2021 VZW and the customer are governed by Belgian law. All disputes fall under the exclusive jurisdiction of the courts of the judicial district of WK 2021 VZW's registered office.