



2014 IPC
Swimming
European
Championships
EINDHOVEN

IPC Swimming European Championships Eindhoven Ticketing Terms and Conditions

A. INTRODUCTION

1. Scope

The following terms and conditions ("Terms and Conditions") are designed to ensure a fair, correct and efficient functioning of the purchase process relating to the tickets for IPC Swimming European Championships Eindhoven. The sale and use of such tickets are subject to the following Terms and Conditions and any other applicable laws or regulations.

2. Definitions

Applicant: means any individual with legal capacity to apply for E-Ticket(s) for the IPC Swimming European Championships Eindhoven in accordance with these Terms and Conditions.

Guest(s): means relative(s), close friend(s), colleague(s) and/or the companion to individuals in wheelchairs for whom the Applicant may be applying and to whom Tickets may be transferred in accordance with these Terms and Conditions.

Stichting Internationale Zwemsport Evenementen: means the foundation that is founded by The Royal Dutch Swimming federation, which is responsible for implementing the organisation of the IPC Swimming European Championships Eindhoven in The Netherlands and that is officially registered at Wattbaan 31-49/ 3439 ML/ Nieuwegein/ the Netherlands and holds office at Antoon Coolenlaan 1/ 5644 RX/ Eindhoven/ the Netherlands.

Swimming centre: means the entire premises The National Swimming Centre Eindhoven in which the IPC Swimming European Championships Eindhoven will be held, including all areas which require an E-tickets to gain access, as well as the immediate vicinity of such areas.

E-Ticket(s): means a ticket giving right of entrance to the IPC Swimming European Championships Eindhoven in accordance with the information stated thereon.

Ticket Holder: means any individual holding an (E-)Ticket.

IPC: means the International Paralympic Committee, with offices at Adenauerallee 212-214, 53113 Bonn, Germany.

IPC Swimming European Championships Eindhoven: means the IPC Swimming European Championships Eindhoven to be held in the Netherlands on 4 August 2013 until 10 August 2014.

Event: means the IPC Swimming European Championships Eindhoven.

B. SALE OF TICKETS

3. Applications

3.1 Subject to availability, E-Tickets may be obtained through the following distribution channels:

(a) First public sales phase, on the internet website www.paralympic.org through the system of Ticketscript b.v. as of 01 June 2014 at 10:00 hours CET.

(b) Last-minute sales, at the Ticket Information Desk, during the event. Subject to availability, tickets will be on sale on the day of the event. The precise details of the procedure will be published at the Ticket Information Desk and through our websites.

3.2 Applicants are aware of the free seating policy which is applicable to the public seating area.

3.3 The Stichting Internationale Zwemsport Evenementen is not liable for incorrect entry of information, any technical malfunctions of the Internet, any failure of computer hardware or software, or any lost, incomplete or illegible applications.

3.4 Applicants shall represent that they have understood, agreed with and will conform to the terms and conditions which can be found on the website and at the Ticket Information Desk at the Swimming Centre.

4. Allocation

4.1 E-Tickets are available via the online ticketing system of Ticketscript b.v. until three (3) hours prior to the start of the competition. Tickets are always subject to availability.

4.2 In the event that there are any Tickets available after the first sales phase referred in the previous clause, sales will be re-opened individually on event by event basis, on the day of the event in question via the Ticket Information Desk at the Swimming centre.

4.3 A limited number of wheelchair seating E-Tickets shall be available only for those who are not able to attend the Event without a wheelchair due to their physical handicap. Holders of a wheelchair seating E-Ticket are allowed to bring one (1) accompanying person for free.

4.4 All sales are final upon payment. Ticket Holders cannot elect to return or exchange E-Tickets for which a payment has been made without the prior written approval of the Stichting Internationale Zwemsport Evenementen.

5. Payment and distribution

5.1 At the Ticket Information Desk at the Swimming centre payment can be made in cash and by pin. It is not possible to pay with a credit card or visa.

5.2 The total amount due includes 6% VAT per ticket.

5.3 E-tickets will be issued and distributed to the e-mail address of the Applicant. In any event, the Stichting Internationale Zwemsport Evenementen, shall not be held liable for any Ticket loss or late delivery caused by malfunction or interruption of e-mail services.

5.4 Upon request, Applicants shall provide full details including name and address of the Guest(s). In the Event that Applicants refuse to provide such details IPC Swimming European Championships Eindhoven reserves the right to deny ticket(s) with no right to refund. Applicants shall be fully and unconditionally responsible for ensuring that Guests are aware of, agree to and comply with these Terms and Conditions. In particular, Applicants are obliged to pass on to their Guests a copy of these Terms and Conditions. In this respect, Applicant act as Guests agent and confirms he is duly authorised to bind Guest.

C. USE OF (E-)TICKETS

6. Entrance

6.1 Entrance to the Swimming centre shall only be authorised upon presentation of a complete and valid E-ticket per person (regardless of age) and, upon request, a proof of identity with photograph and valid signature. All (E-)Tickets will contain a unique barcode that will be scanned on entering the Swimming Centre.

6.2 Any person attending the Event acknowledges that his/her presence in and around the Swimming centre is at his/her own risk and that the Stichting Internationale Zwemsport Evenementen or any other relevant body cannot be held liable for any risk, danger and loss, including bodily harm, personal property damage or loss, or any other incident whether occurring

before, during or after the Event, with the exception of incidents arising from gross negligence and/or wilful misconduct.

6.3 Entrance to the Swimming Centre will be refused to any person noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or to any person behaving or who is likely to behave violently, harmfully or contrary to public order. In such circumstances no refunds or compensation will be given. E-tickets holders agree to submit to any control and screening tests in accordance with applicable laws.

6.4 Every person at the Swimming Centre is strictly prohibited from using, possessing or holding goods with promotional or commercial aims, as well as offering to sell, selling or possessing goods with intent to sell, such as drinks, food, souvenirs, tickets, clothes, promotional and/or commercial items. All such items may be removed or temporarily confiscated by stewards and/or any other duly authorised persons.

6.5 The Stichting Internationale Zwemsport Evenementen has the benefit of these Terms and Conditions and can strictly enforce these Terms and Conditions itself. If there is a breach of any of these Terms and Conditions, (E-)Tickets shall be void and shall not allow the Ticket Holder entry to the Swimming centre and the (E-)Tickets shall, upon the request of Stichting Internationale Zwemsport Evenementen be delivered up to Stichting Internationale Zwemsport Evenementen.

7. Safety and security

7.1 For the purpose of maintaining safety and security all persons attending the Event shall, if requested by stewards, safety personnel, and/or any other duly authorised persons, co-operate by at any time: (A) producing a valid E-tickets and proof of identity with valid photograph and signature; (B) submitting to inspections, body checks and removal of unauthorised objects; and (C) complying with the instructions and guidelines of such personnel.

7.2 It is forbidden to use, possess, hold or bring the following items, without limitation, into the Swimming centre to be assessed at the discretion of the stewards, safety personnel, and/or any other duly authorised persons: _

- All weapons, regardless of type, and all objects that can be used as such;
- All objects, materials or substances likely to pose a threat to safety, public order, or to disrupt the process of the Event, or cause damage to persons or goods;
- Projectiles of any kind such as bolts, pieces of wood or metal, stone, glass, cans, bottles (whether filled with combustible substances or not), etc.;
- Flammable or explosive substances, liquids and gasses, fireworks of any kind;
- Alcoholic drinks, narcotics or stimulants;
- Banners or other signs bearing offensive, malicious, provocative, political or racial texts or messages and commercial/promotional materials;
- Flags, flagpoles, banners, badges, headgear, inflatable items, or symbols likely to disrupt order and safety or to impair visibility of other spectators;
- Animals;
- Promotional and commercial objects and materials of whatever nature, including but not limited to documents, leaflets, badges, signs, symbols, banners and headgear;
- Other objects identified by the stewards, safety personnel and/or any other duly authorised persons, which may effect security, public health, public order and/or the reputation of the IPC Swimming European Championships Eindhoven.

7.3 It is forbidden, without limitation, to:

- Conduct any promotional or commercial activity, without the prior written approval of Stichting Internationale Zwemsport Evenementen;
- Throw, cast, thrust or fire one or more objects;
- Act in a violent way or in a way that incites violence, racism or xenophobia or which may be interpreted as provocative, threatening, discriminatory, or offensive;
- Express national, political, religious, ethnic and/or racial ideas or pursuits;



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- Create any threat to the life or safety of himself or others, or harm another person in any way whatsoever;
- Climb fences, roofs and other apparatus or constructions, or stand on seats;
- Move from one sector to another, if this movement is not permitted;
- Damage persons or goods at any time;
- Remain longer than is strictly necessary, or enter or leave the Swimming centre at places laid aside for an easy exit in the event of danger, such as entrances, stairs, landings, etc.

7.4 Applicants shall transfer, for no greater than the face value, (E-)Ticket(s) to Guest(s) for their personal use. Subject only to the foregoing sentence, neither Applicants nor Guests may sell, offer for sale, auction by any means (whether alone or with other items, resell or otherwise transfer their E-tickets without the prior written approval of Stichting Internationale Zwemsport Evenementen.

7.5 (E-)Tickets may not be used for any commercial purposes such as, without limitation for promotion, advertising, use as a prize in a competition or sweepstake, or as part of a hospitality or travel package (for example combining flights, hotel and tickets) without the prior written approval of Stichting Internationale Zwemsport Evenementen.

7.6 The Applicant acknowledges and agrees that tickets are issued subject to any applicable local laws at the Swimming centre and any regulations or rules in force at the Swimming centre for the event. In the event of any discrepancy between (A) the regulations or rules in force at the Swimming centre and (B) the IPC Swimming European Championships Eindhoven Ticketing Terms and Conditions, the Terms of the IPC Swimming European Championships Eindhoven Ticketing Terms and Conditions shall prevail.

8. Sound and image recordings

8.1 Any person attending the Event acknowledges that it is a public event and thus use may be made, free of charge, of his/her voice, image and likeness by means of live or recorded video display, broadcast or other transmission or recording, photographs or any other current and/or future media technologies.

8.2 Any person attending the Event shall not record and/or transmit any sound, image and/or description of the Swimming centre or the Event (as well as any result and/or statistics of the Event) other than for private use. In particular, it is strictly forbidden to disseminate over the internet, radio, television or any other current and/or future media, any sound, image, description, result or statistics of the Event in whole or in part, or assist any other person(s) conducting such activities.

D. MISCELLANEOUS

9. Non-compliance with these Terms and Conditions

9.1 Any E-tickets holders whose actions are inconsistent with, or whose (E-)Tickets have not been obtained in accordance with, these Terms and Conditions will be refused entry to the Swimming centre or expelled from the Swimming centre with no right to refund and the relevant (E-)Ticket(s) will be cancelled. Ticket holders shall be obliged, upon request, to give an explanation as to how, from whom and from where their (E-)Tickets have been obtained.

9.2 In the event that it appears that either the Applicant or the Guest(s) have not conformed to these Terms and Conditions, the entire party (Applicant and Guest(s)) will be refused entry to the Swimming centre or expelled from the Swimming centre with no right to refund and the relevant (E-)Tickets will be cancelled.

9.3 Stichting Internationale Zwemsport Evenementen reserves all other legal rights.



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10. Indemnification

Applicants and Guests are responsible for the use of all (E-)Tickets allocated to them and shall indemnify and hold Stichting Internationale Zwemsport Evenementen harmless from and against all damages and liabilities suffered or incurred in connection with, resulting from or arising out of a breach of the Terms and Conditions.

11. Data

Applicants acknowledge and agree that the personal data contained in the Application Form is collected by Stichting Internationale Zwemsport Evenementen in this particular respect and will be entered into a database. Applicants agree that such personal data will be used primarily in connection with the E-tickets sales and/or any relevant safety and security measures.

12. Unforeseen circumstances

12.1 Stichting Internationale Zwemsport Evenementen reserves the right to make alterations to the times, dates and places of the Events under unforeseen circumstances, including without limitation, force majeure, any safety and security concerns or decisions from IPC or any other competent authority.

12.2 In case that any event is cancelled, an adequate and proportionate refund / compensation process may be set up depending on the circumstances, within the limits of the applicable law.

13. Information

Any information requests should be addressed to Stichting Internationale Zwemsport Evenementen:

- By mail to: info@ipcswimming2014.com
- By post to: Foundation International Swimming Events
Antoon Coolenlaan 1/ 5644 RX Eindhoven / The Netherlands.

14. Severability and amendments

14.1 In the event that any provision(s) of these Terms and Conditions is declared void, ineffective or unenforceable by any competent court, the remainder of these Terms and Conditions shall remain in effect as if such void, ineffective or unenforceable provision(s) had not been contained.

15. Authentic text

15.1 These Terms and Conditions have been drafted in English. The Applicant acknowledges and agrees that he/she has read and understood these Terms and Conditions and that he/she is fully aware of the rights and obligations arising there from.

16. Applicable law and jurisdiction

16.1 These Terms and Conditions shall be governed by and interpreted in accordance with the substantive laws of the Netherlands.

16.2 All disputes arising from or related to these Terms and Conditions shall be resolved by the competent court in The Hague, the Netherlands. Nevertheless, Stichting Internationale Zwemsport Evenementen reserves the right to pursue any legal proceedings in the competent courts at the defendant's domicile