

# General Terms and Conditions

Fans Will Be Friends Foundation  
(Hereinafter referred to as “FWBF”)

Welcome to Fans Will Be Friends Foundation (“FWBF”). The following terms and conditions apply to the purchase of tickets for events and/or products sold through FWBF’s website and the use of our website **[www.fanswillbefriends.nl](http://www.fanswillbefriends.nl)** and the website of our partner, the Dutch Queen Fan Club, for whom FWBF hosts the site, **[www.queenfanclub.nl](http://www.queenfanclub.nl)**.

## GENERAL TERMS AND CONDITIONS FOR TICKETS AND PRODUCTS

### Article 1 – Scope of Application

1.1 These General Terms and Conditions for Tickets and Products apply to every offer and every agreement concluded between Fans Will Be Friends Foundation (“FWBF”) and any person purchasing or ordering a ticket for an event organized by FWBF, or a product sold by FWBF (hereinafter referred to as “the Customer”). These terms also apply to agreements concluded through the FWBF website.

1.2 The term event as used in these terms refers, at present, to the annual Freddie’s Dinner held on 24 November, the Dutch Queen Convention currently organized once every two years, and/or any other event to be defined in the broadest sense of the word.

1.3 The term product as used in these terms refers to, for example, T-shirts, books, music media, and/or any other item to be defined in the broadest sense of the word.

1.4 The venue of the event means the actual location where the event is held, including all surrounding areas, grounds, spaces, and fields that form part of the complex within which the event takes place.

1.5 The applicability of any general terms and conditions of the Customer is expressly excluded.

### Article 2 – Formation of the Agreement / Tickets and Products

2.1 The agreement between FWBF and the Customer for attending an event or purchasing a product is concluded at the time the Customer orders or purchases a ticket or product from FWBF or an authorized (pre-)sales outlet acting on behalf of FWBF. All prices listed on the website are in euros and include VAT, unless expressly stated otherwise. FWBF charges a service fee for each ticket order placed via the website.

2.2 A ticket may consist of a physical document (ticket) or a QR code issued by or on behalf of FWBF. Each QR code is unique.

2.3 Tickets are issued once and grant access to the number of persons stated on the ticket.

2.4 All tickets remain the property of FWBF. The ticket entitles the holder to attend the event. Only the first person to present the ticket at the event entrance will be granted access. FWBF is entitled to assume that this ticket holder is the rightful owner (the Customer). FWBF is not obliged to perform any additional verification regarding valid tickets. Customers must ensure that their reservation is correct before confirming it and must provide a valid (email) address. The Customer is solely responsible for retaining possession of the ticket and/or product provided by FWBF.

2.5 Once the ticket and/or product has been made available to the Customer, the risk of loss, theft, damage, or misuse lies entirely with the Customer.

2.6 Tickets issued in the form of a QR code will be provided electronically (via email). If the Customer opts to receive the ticket electronically, the Customer must ensure that it can be safely received via electronic communication. FWBF cannot guarantee the confidentiality or successful delivery of electronically issued tickets.

2.7 Tickets and/or products are non-refundable under any circumstances.

### **Article 3 – Prohibition of Resale and Transfer**

3.1 The Customer must retain the ticket and/or products for personal use and may not resell, offer for sale, or otherwise transfer them to third parties for commercial purposes.

3.2 If the Customer provides the ticket or products to third parties free of charge and not for commercial purposes, the Customer must impose all obligations arising from this article upon those third parties and guarantees to FWBF that such third parties will comply with those obligations.

3.3 In the event of a breach of this article, the Customer shall owe FWBF an immediately payable penalty of €10,000 per violation, plus €5,000 for each day the violation continues, without prejudice to FWBF's right to demand specific performance and/or compensation for damages suffered or to be suffered.

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### **Article 4 – Rights of FWBF**

4.1 If FWBF has reason to believe that a ticket has been counterfeited, FWBF is entitled to deny the holder (further) access to the event without the Customer or holder being entitled to any compensation for damages.

4.2 The performing artist or FWBF (at the artist's request) is entitled to make audio and/or visual recordings of the event. Persons appearing in such recordings are not entitled to any compensation.

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## **Article 5 – Force Majeure**

5.1 In cases of force majeure—interpreted broadly to include illness and/or cancellation of the artist(s), strikes, fire, adverse weather conditions, and similar circumstances—FWBF has the right to postpone or cancel the event. FWBF will make reasonable efforts to inform the Customer in such cases.

5.2 If an event is cancelled by FWBF due to or in connection with force majeure, FWBF's sole obligation shall be to refund the amount stated on the ticket, regardless of the price actually paid by the Customer. Refunds will be made no later than twelve (12) weeks after the cancelled date, upon presentation of a valid, undamaged ticket at the sales outlet. The Customer shall not be entitled to (replacement) admission to another event.

5.3 If an event is postponed due to or in connection with force majeure, the ticket remains valid for the rescheduled date. Should the Customer be unable or unwilling to attend on the new date, they may return the ticket to FWBF for a refund of the amount stated on the ticket, regardless of the price paid. Refunds will only be made if the Customer presents a valid, undamaged ticket to the sales outlet within three (3) months. If the event is postponed to a later date, the Customer forfeits the right to a refund if the ticket is not returned within four (4) weeks after the rescheduled date. If the event is moved to an earlier date, the right to a refund expires if the ticket is not returned within four (4) weeks after the original date printed on the ticket. The Customer is not entitled to (replacement) admission to another event.

## **Article 6 – Personal Data**

6.1 FWBF processes personal data of Customers and website visitors in accordance with its Privacy Statement and the applicable data protection legislation (Dutch Data Protection Act / GDPR).

## **Article 7 – Final Provisions**

7.1 These general terms and all agreements between the Customer and FWBF are governed by Dutch law.

7.2 Any disputes arising from or related to an agreement between FWBF and the Customer shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.

## **TERMS OF USE – WEBSITE [www.fanswillbefriends.nl](http://www.fanswillbefriends.nl)**

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FWBF reserves the right to amend these terms at any time.

Fans Will Be Friends Foundation  
Amsterdam, The Netherlands  
October 2025