

## General terms and conditions of booking

General terms and conditions of the non-profit association visit.brussels applicable to the free reservation tickets giving access to the event DIGITAL SPRING 2020.

These general terms and conditions include a description of the processing of specific personal data related to the reservation of access tickets to the event DIGITAL SPRING 2020. visit.brussels' general privacy policy is also available here: [https://brussels-visit-us.ivy-production.famousgrey.com/pdf/PRIVACY\\_POLICY\\_en.pdf](https://brussels-visit-us.ivy-production.famousgrey.com/pdf/PRIVACY_POLICY_en.pdf)

### Article 1. General

1.1 By clicking on "Validate the booking" at the end of the registration process and by ticking the box "I confirm that I have been made aware of the personal data processing carried out in the context of this booking (Art.5 and 8.6),and I accept the general terms and conditions of access and booking", the Client declares having read and accepted, without reservation, all the General Terms and Conditions.

1.2 visit.brussels reserves the right to modify and update these terms and conditions at any time and without notice.

1.3 The fact that visit.brussels does not take advantage of a stipulation of these conditions at a given time cannot be interpreted as a renunciation of this stipulation.

### Article 2. Restriction on the use of the ticket

2.1 The issued ticket is only valid on the date and time indicated and for the services mentioned on the ticket.

2.2 Only tickets reserved on the DIGITAL SPRING 2020 website.

2.3 The ticket may not be used for advertising and/or commercial purposes without the authorisation of the organisers and visit.brussels.

### Article 3. Issuing of tickets

3.1 A printout of the booking confirmation page sent by visit.brussels does not constitute the ticket. This document cannot be used as a ticket. The Customer may choose the method of delivery of the tickets for his/her reservation between (i) a Ticket that can be printed at home ("E-Ticket"), or (ii) a Ticket that can be downloaded to a mobile phone ("M-Ticket").

3.2 Tickets to be printed at home (E-Ticket) Tickets to be printed at home are available and can be printed by the Customer up to the date of the visit or service booked by the Customer by clicking on the link in the confirmation email or by downloading the e-ticket document (pdf document) sent as an attachment to the confirmation email. To be valid, the E-Ticket must be printed in one (1) copy on blank A4 paper. Each Ticket has a barcode. Good print quality is necessary. Partially printed, soiled, damaged or illegible Tickets will not be accepted and will be considered invalid.

3.3 Ticket downloaded to a mobile phone (M-Ticket) The M-Ticket Ticket contains a unique QR code allowing access to the service. Good visibility is necessary: damaged phones (cracked, broken, scratched screens, etc.) making the ticket barcode illegible will not be accepted and will be considered invalid.

Each QR code represents a single Entrance Ticket. The Ticket can only be scanned once on the date indicated on the Ticket. If the same code is presented several times, only the first Ticket scanned at

the checkpoint will give access to the event DIGITAL SPRING 2020. Thus, only the first person presenting the Ticket will be allowed access to the place where the Event is to take place. This person is presumed to be the rightful holder of the ticket.

The ticket will give direct access to the event and will be scanned at the entrance to the venue.

When the reservation for the service or event has a specific name, an identity document may be requested by the organiser controlling access to an event/show or service.

#### **Article 4. Liability**

4.1 The ticket holder and accompanying persons attend the event to which the ticket gives access at their own risk and waive all claims against visit.brussels. Under no circumstances can the responsibility of visit.brussels be engaged in case of material or physical damage caused to third parties. The same applies to any theft or loss that may occur before or during the event for which this ticket is issued.

#### **Article 5. Personal data**

5.1 The data communicated by the Consumer when reserving a Ticket will be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

This data is processed for the following purposes:

for the administrative management of reservations;

for service improvement;

for the Consumer's information in the event of cancellation or modification of the date and time or the places of departure and arrival;

for advertising purposes, for the communication of information on new visit.brussels services or products provided that the Consumer has ticked the box provided for this purpose in order to give his/her consent;

5.2 The Consumer, who is a natural person, may at any time request to no longer receive mail from visit.brussels and oppose any use of his/her data for marketing purposes by sending his/her request by email to [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels) or by post to the following address: visit.brussels, 2-4 rue Royale, 1000 Brussels.

5.3 In accordance with the EU Regulation mentioned above, the Consumer, who is a natural person, has a right of access, rectification, deletion, etc. of his/her personal data with visit.brussels. To this end, the Consumer, who is a natural person, may send his or her request by email to [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels) or by post to the following address: visit.brussels, 2-4 rue Royale, 1000 Brussels.

5.4 Personal data is kept for the time necessary for the processing operation. As for the consent given to certain processing, this can be withdrawn at any time by contacting [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels).

5.5 visit.brussels makes every effort to store and process data confidentially and with all appropriate technical and organisational security measures.

5.6 If you have any questions concerning the processing operations carried out by visit.brussels, please do not hesitate to contact the Data Protection Officer (DPO) via [dataprivacy@visit.brussels](mailto:dataprivacy@visit.brussels). Please also

refer to the visit.brussels privacy policy for more details: [https://brussels-visit-us.ivy-production.famousgrey.com/pdf/PRIVACY\\_POLICY\\_en.pdf](https://brussels-visit-us.ivy-production.famousgrey.com/pdf/PRIVACY_POLICY_en.pdf)

#### **Article 6. Intellectual property**

6.1 The Websites powered by visit.brussels as well as all the elements that make them up (such as logos, brands, domain names, titles, images or other content) are the property of visit.brussels or have been the subject of prior authorisation for use by third parties. The Consumer is not authorised to reproduce, exploit, rebroadcast or use for any purpose whatsoever, even partially, elements of the Websites, whether software, visual or audio. Any single link or hypertext link is strictly forbidden without the express prior written consent of visit.brussels.

6.2 Considering the legal provisions regarding intellectual property, all Vouchers models, graphic designs and other creations created by visit.brussels will remain its sole property and may not be counterfeited or reprinted on any medium whatsoever.

#### **Article 7. Invalidity of a clause, applicable law and jurisdiction**

7.1 The invalidity, lapse or unenforceability of all or part of one of the provisions of these GTCs shall not entail the invalidity of the other clauses, which shall remain in force. A provision which is wholly or partly invalid, void or unenforceable shall be deemed to be unwritten. visit.brussels undertakes to replace this provision with another which will, as far as possible, perform the same function.

7.2 These GTCs are exclusively governed, interpreted and applied in accordance with Belgian law.

7.3 The Parties shall endeavour to resolve amicably any dispute to which these general terms and conditions may give rise, in particular concerning their validity, interpretation, execution or termination. Failing this, any dispute which cannot be settled amicably by the Parties shall be decided by an arbitration tribunal composed of one arbitrator. The arbitrator shall be appointed (i) by mutual consent of the Parties within 10 (ten) days following the commencement of the proceedings (ii) or by CEPANI (the Belgian Centre for Arbitration and Mediation) in the event of failure to appoint one by mutual consent at the end of the aforementioned 10 (ten) day period. The arbitrator shall rule in accordance with Belgian law. The costs of the arbitration and expert advice shall be borne by the losing party, and in the event of difficulty in application, shall be divided between the parties in the proportion to be arbitrated by the arbitrator.

#### **Article 8. SPECIAL CASE: COVID-19**

In the fight against the Covid-19 outbreak, we share the goal of preserving the public health of our users.

**8.1** By reserving a time slot via the online ticketing service of the event DIGITAL SPRING 2020, the User allows visit.brussels to record and store the following information: identification data, such as first and last name, e-mail address, postal code and physical contact information.

**8.2** The information given by the User to visit.brussels will only be recorded and kept for one month after the event. His/her information will only be kept beyond the initial period of one month if the user has given his consent for visit.brussels to keep him/her informed of its future activities.

**8.3** Despite the ticket being reserved in advance for a specific time slot, the organisers reserve the right to make the visitor wait if the event DIGITAL SPRING 2020, reaches the quota of people decreed by the government within the framework of the Health Protocol.

**8.4** In the event of a positive case of coronavirus being reported to the organisation of the event DIGITAL SPRING 2020, visit.brussels reserves the right to consult all the user identification data in order to determine the list of all users present at the same time as the user detected as positive, and shall do this in order, in particular, to contact them via a mailing reminding them of the health procedure to be followed:

- 1) Quarantine the users concerned,
- 2) The user is to call his or her doctor and ask to be tested if necessary.

**8.5** Following the application of health measures during the event DIGITAL SPRING 2020, as listed on the DIGITAL SPRING 2020 website, a member of the visit.brussels staff has been designated as a Covid-19 resource person. This person's contact details are listed on the DIGITAL SPRING 2020 website. If the user has any questions about the health protocol implemented or the use of his/her data in the fight against Covid-19, he/she can contact this person.

**8.6** Within the framework of the **Contact Tracing** set up by the federal government and following the accessibility of the contact details of the Covid-19 contact person within visit.brussels for the event DIGITAL SPRING 2020, the contact tracers may be likely to contact visit.brussels to find out about the health protocol put in place in the event of a visitor who is Covid-19-positive. In this specific case, the Covid-19 Resource person will inform the Contact Tracing service of the health protocol set up as well as sending a mailing with a reminder of the health procedure, but will not in any situation provide its users' contact details.

**8.7** As part of applying the precautionary principle, users will as far as possible be contacted by e-mail the day before their visit to DIGITAL SPRING 2020, in order to remind them and/or inform them of the health rules in force during the event. Given the daily development of the situation, it is recommended that visitors regularly consult the health measures that will be in force and updated on DIGITAL SPRING 2020 website.