

Terms of use and privacy statement, KMLP vzw

1. Koninklijke Maatschappij voor Landbouw en Plantkunde vzw (KMLP vzw) [Royal Agricultural and Botanical Society (vzw = non-profit organisation)]

1.1 Welcome to our website! We hope you enjoy your online experience.

1.2. This website is operated by and under the responsibility of the Royal Agricultural and Botanical Society vzw, whose registered office is at 9051 Ghent (Belgium), Kortrijksesteenweg 1097 A, company number BE 0406.711.102, hereinafter referred to as "KMLP vzw".

1.3 The Royal Agricultural and Botanical Society vzw makes every effort to ensure the confidence of the users of the Website.

1.4 These terms and conditions define the services and information you can find on the website and how you as a visitor to the website can make use of it here.

1.5 These conditions also contain information concerning the use of "cookies" and KMLP's policies in the field of the protection of personal data (Privacy statement).

2. The use of and access to the website

2.1 "Website" refers to the website <http://www.floralien.be/> and the websites that form part of this website, including also the website of the online ticketing platform for the sale of the event tickets.

2.2 You become a user of the web site by visiting the website, consulting or sharing information on the website, making purchases and by any other use. Any use of the website implies your agreement to these conditions. The use of specific components or services of the website may be regulated by specific conditions, such as the terms and conditions of sale for the online ticketing platform, which supplement these Terms of Use. The use of those components and services implies your agreement with those specific conditions.

2.3 To make use of the website, under-age users must have the consent of their parents, guardians or legal representatives. In addition, KMLP vzw requires under-age users who communicate personal data first to read and discuss the privacy statement of KMLP vzw with their parents, guardians or legal representatives.

2.4 The website is compatible with most browsers. KMLP vzw can however offer no guarantee with regard to compatibility and is not liable if the user of the website or any part of it is not able to use it. The service may differ according to the country where the user consults the website. KMLP vzw strives to provide the website in a continuous manner and to as wide a group of users as possible, but provides no warranty with regard to availability or accessibility. KMLP vzw

reserves the right to change the website, to suspend it temporarily or permanently without prior notification or without any right to compensation - for example, in the event of interruptions, crashes or delays.

2.5 Users are prohibited from providing access in any way to parts of the website which are not intended for the user, nor is it permitted to modify, remove or archive information on the website that does not belong to the user.

3. The content of the website

3.1 The information on the website is made available to you for informational purposes only and for the marketing by KMLP vzw of its products. Users are not allowed to market the information further, for example by selling or renting out information or generally any other use other than permitted by these conditions.

3.2 KMLP vzw strives to ensure that the information on its website is correct, suitable and up to date, but does not guarantee it. All the documents, information and materials are delivered in their current state, without warranty of any kind, either express or implied, e.g. regarding their suitability for a particular purpose. Nor is KMLP vzw responsible for information which was provided by third parties, including users.

3.3 KMLP vzw will never intentionally publicise false information on its website. Despite our precautions, incomplete or incorrect information may therefore in no way give rise to claims for compensation. KMLP vzw reserves the right to change the information on its website without informing the user in advance.

3.4 KMLP vzw may not be held liable for typographical errors. If for example the information concerning a product such as its price, is clearly displayed erroneously, KMLP reserves the right to refuse or cancel an order for such a product, regardless of whether or not it has been subject to confirmation or the price of the product was or was not debited to the user.

3.5 KMLP vzw is not obliged to monitor the legitimacy and compatibility with the morality of the information which users or the website upload (posts, comments, ...). Nor is KMLP vzw liable in the event of violations of copyright committed by users. KMLP vzw is not responsible for information uploaded by third parties on the website but reserves the right to delete this information if it considers that it is not consistent with these Terms of use. The user who uploads information on the website will hold KMLP vzw harmless against any charge or claim from a third party that KMLP vzw might receive in consequence.

3.6 KMLP vzw uses hyperlinks to other websites in order to provide its customers with additional information. KMLP vzw has no control over the aforementioned linked websites and disclaims all liability with regard to the information thereon and the operation, availability, quality, legality, reliability and usefulness thereof.

4. Protection of intellectual property

4.1 The information that is published on the website, including these Terms of use, belongs to KMLP vzw or the third parties from whom KMLP vzw has obtained consent to publish information on its website.

4.2 The website is an original creation of which for each element both the content and the structure are protected by copyright or other intellectual property rights including the layout, structure, databases, source codes and software. This is also true for the illustrations, text, logos, drawings, images, sounds and other audio-visual material used. All trademarks and brand names or company names are the trademarks or registered trademarks belong to their respective owners.

4.3 The user never acquires rights to any element of the website. It is therefore not permitted for users to make copies or adaptations, translations, editions or changes, nor to distribute, sell, publish or commercialise the whole or part of the web site such as by creating links to the website or storing information in a database, in any form or by any means whatsoever - electronic, mechanical or otherwise. The infringement of property rights could lead to civil and criminal penalties.

4.4 KMLP vzw acquires the intellectual property rights, described above, to the information uploaded online by the users of the website. By uploading such information online, such as texts, images or other files, you transfer your intellectual property rights thereon to KMLP vzw, to the extent permitted by law, and you give KMLP vzw permission to use that information free of charge, to disseminate or modify it, on the website or elsewhere.

5. Liability

5.1 KMLP vzw offers no guarantee regarding the accessibility and the functioning of the website and cannot be held liable for any fault, negligence or omission in the concept, functioning, content, maintenance, updating, security or use of the website. KMLP vzw is not liable for damage of any nature whatsoever, including the absence of service, data loss or other forms of computer damage arising from the use of the website or the inability to use it.

5.2 The downloading and/or installation of software by the user on his computer may lead to changes in the software and files on the computer of the user. It is up to the user to examine the implications of the use and installation thereof on his computer.

5.3 KMLP vzw deploys resources in order to keep its website is free of bugs, viruses, Trojan horses, spyware and other undesirable software, but cannot guarantee and cannot be held liable if such should nevertheless occur. KMLP vzw

asks the user to install updated antivirus, firewalls and other protective software himself. If the users encounter irregularities in the use of the website, they can contact KMLP vzw.

6. Additional terms and conditions of sale regarding e-tickets

6.1 These additional terms and conditions of sale supplement the general conditions of sale of www.teleticketeasy.be.

6.2 Each ticket has a unique barcode and grants one person access Floraliën Ghent 2016 on the date specified. Tickets may not be used for another visitors' day than the one indicated.

6.3 The amount of the sale may be collected via either a bank transfer, via VISA, via MASTERCARD or via BELFIUS NETBANKING. There is a payment charge when you pay with credit cards (depending which card is used). The amount to be paid will be increased by the charge that is mentioned on the payment page.

6.4 Each amount not paid on the due date will automatically and without prior notice of default be increased by an interest charge of 12% on an annual basis on the unpaid amount, and this until full payment is made. In addition, a flat-rate compensation charge of 15% of the unpaid principal shall be due without prior notice of default, with a minimum of €50.

6.5 KMLP vzw is not liable in the event of changes in location, date, prices or other information concerning the event or on the cancellation of the event.

6.6 The ticket, once printed on white paper, is your sole entrance ticket. Single tickets with a valid unique barcode give access to the four locations. Ensure that the barcode is not damaged. For children with a special discount linked to age (minors, for example), their identity card must be presented on request at the entrance. Any change, deletion of text or making any part of the ticket illegible will render the ticket invalid.

6.7 The ticket will be scanned at the entrance of the first site that you visit and will be exchanged for a wristband. You can start your visit at any of the four sites. Thereafter, it is advisable to follow the marked trail.

6.8 The access card cannot be reimbursed, even in the case of loss or theft, nor returned, nor be exchanged or cancelled.

6.9 KMLP vzw reserves the right to deny access to the event temporarily or permanently even with a valid admission ticket in the event of suspected fraud, for safety reasons (e.g. in the event of the overcrowding of a certain site, by decision of the security services - police or private security - or of misconduct). Any attempt or act of abuse, counterfeiting or fraud of the tickets may lead to prosecution.

6.10 Every order is final as soon as it has been registered.

6.11 A cancellation by KMLP vzw will not be refunded in case of force majeure. The following are considered as cases of force majeure, but the list is not exhaustive: an act of terrorism and extreme weather conditions such as floods, storms and lightning. KMLP vzw is not obliged to provide evidence of the unforeseeable or unavoidable nature of the situation in the event of force majeure.

6.12 As a spectator, please note that the event can be filmed. In the case of film or TV recordings there is a chance that you will be in the picture.

6.13 Please respect the property and the night's sleep of our neighbours.

6.14 Please do not leave litter in and around our sites.

7. Additional conditions relating to the cashless payment system

7.1 The event uses a cashless payment system, provided through the company Playpass NV.

7.2 The cashless payment system means that it is not possible to pay with cash. Instead, you can pay via a wristband that gives access to the event, which you can charge with money.

7.3 The wristbands can be charged as follows:

- In advance via the website using the unique barcode (found on the ticket);
- On site, using charging points at the event itself (payment method: Cash, Maestro, Visa, V Pay, MasterCard)

7.4 The amount on your wrist strap is monitored by Playpass NV. In the case of disagreement with the amount charged up, your wristband will be checked with the payments recorded in the system of Playpass NV. In this way we can ensure that all payments were synchronized if the system of Playpass NV goes temporarily offline. If the wristband falls apart, the amount synchronised by Playpass NV will be valid as the correct amount.

7.5 In the event of a remaining balance on your wristband (any free credit cannot be refunded on request) you can ask for a refund on the event at the customer service at the ICC or later via our website, taking into account the following procedure:

- You must ask for a refund via the reimbursement form on the web site before 8 May 2016. It is important that you insert the email address associated with your order in this form;
- KMLP vzw will then send you via email a balance linked to your barcode before 31 May 2016. Please note that only if the specified email

address corresponds with the order of the ticket, can the reimbursement be assured;

- You have the opportunity to report a fault to KMLP vzw in writing before 7 June 2016. KMLP vzw will investigate your complaint and let you know its decision in writing;
- You will receive the balance before 15 June 2016, less an administration charge of €3,5 on the bank account from which the initial order was paid.

7.6 All requests for reimbursement and/or complaints that reach KMLP vzw after the deadline shall be considered null and void.

8. Protection of privacy

The protection of your personal data during their collection, processing and use during your visit to our website is an important priority for us. Your data will be protected in accordance with the statutory provisions. Below you will find information about what information is collected during your visit to our website and how this can be used:

8.1 Collection and processing of data

- Each visit to our home page and each download of a file on our website is registered. They are stored for internal system-related and statistical purposes. The following data will be stored: last name and first name, e-mail address, postal address, name of the file visited, date and time of the visit, the quantity of data transferred, web browser and the requesting domain.
- In addition, the IP addresses of the requesting computer will be stored. We do not collect other personal information directly.

8.2 Use and disclosure of Personal Information

- If you give us personal data, we use it only to respond to your questions and for technical administration. Your personal data will be disclosed to third parties or otherwise transferred, if this is necessary for the answer to your question or if you have already agreed to this. You have the right to withdraw your consent at any time with effect for the future.
- The removal of stored personal data happens when you withdraw your consent such storage, when the knowledge of it in order to meet the objective of the storage is no longer needed or when such storage is not allowed on other legal grounds.

8.3 Right of access

- At your written request we will be happy to provide you with information regarding your stored personal data.

9. Cookies

This website uses different types of cookies. A cookie is a piece of text that is kept on the hard disk of your computer and contains information about your visit to our website.

You can erase cookies at any time from your hard disk. It is also possible to set your browser so that you get a message when a cookie is refused or created.

9.1 Functional cookies

- These cookies facilitate the use of our website. The next time you visit our website, you will not have to select your language again.

9.2 Facebook, Twitter, Instagram and LinkedIn

- Our website offers you the possibility to find content that you like on our website and share it via Facebook, Twitter, LinkedIn and Instagram. The technology for that comes from Facebook, Twitter, Instagram and LinkedIn itself and allows them to collect information about you. Below you will find extensive information about the information they collect:
<https://www.facebook.com/policies;> <https://twitter.com/privacy;>
[https://www.instagram.com/about/legal/privacy/;](https://www.instagram.com/about/legal/privacy/)
[https://www.instagram.com/about/legal/privacy,](https://www.instagram.com/about/legal/privacy/)

10. Amendment of the terms and conditions

- These conditions may be amended by KMLP vzw at any time, among other things in order to adapt them to the modified services or to the changes in the legal and regulatory requirements. Amendments enter into force on the date of their publication. We therefore advise you to consult the most recent version of these terms and conditions when using the website.

11. Applicable law and jurisdiction

- You and KMLP agree that all claims and disputes related to the website are governed by Belgian law and will be submitted to the courts of Ghent, Belgium.

12. Contact Information

You can contact KMLP vzw via:

- An e-mail to info@floralien.be
- A letter to the Koninklijke Maatschappij voor Landbouw en Plantkunde vzw [Royal Agricultural & Botanical Society] (KMLP), Floralis gebouw, Kortrijksesteenweg 109A, 9051 Ghent (Sint-Denijs-Westrem), Belgium
- Telephone on + 32 (0)9 241 50 90