

Ticket Terms and Conditions of Vereniging De Zaaansche Molen

Article 1	Definitions
	Vereniging De Zaaansche Molen: the entirety of locations and management structures (buildings, windmills, grounds, and legal entities) managed by Vereniging De Zaaansche Molen, consisting of the 13 windmills (*) in the Zaan region and the Windmill Museum, located at Kalverringdijk 30, as well as office space in Warehouse “De Vrede” in Zaandam. Vereniging De Zaaansche Molen is hereinafter abbreviated as DZM. (*See the Visitor Regulations for an overview of the locations that fall under DZM.) Electronic means means the delivery of Tickets through digital communication methods such as email, the internet, or other digital methods. Customer means the natural person or legal entity ordering Tickets. Agreement means the agreement, including its terms and conditions, forming the basis for the purchase of Tickets by the Customer and their delivery by DZM. DZM (Vereniging De Zaaansche Molen) is the party entering into an agreement with the Customer for the electronic sale of Tickets for admission purposes. Visitor Regulations means the applicable terms and rules governing visits to our locations as established by DZM, which are made available separately and declared applicable to the Agreement during the ordering process. Ticket (or e-Ticket) means the document (electronic and/or printed on paper) and the applicable terms and/or conditions purchased electronically, granting the Customer one-time access to the Park, unless otherwise stated on the website and/or the Ticket. Ticketcounter means Ticketcounter BV, which, in its capacity as subcontractor, provides Tickets from its systems on behalf of DZM, facilitates payment, and sends Tickets to the Customer. Ticketcounter is not, under any circumstances, a party to the Agreement. Ticket Terms and Conditions means the present terms and conditions applicable to the purchase of Tickets by Customers.

Article 2	Applicability
	- These Ticket Terms and Conditions apply to all purchases (orders) of Tickets. - In addition to these Ticket Terms and Conditions, the Visitor Regulations always apply when using a Ticket. These regulations are made available separately during the ordering process and can also be obtained from DZM upon request.

Article 3	Tickets
	- Within the framework of the Agreement, Ticketcounter has only a facilitating role and is not a party to the Agreement. - Each Ticket contains a unique barcode combined with a unique serial number. The readable text on the Ticket is also incorporated into the barcode. The barcode must be scannable in order to gain access to DZM. - A Ticket is valid for one-time use only unless otherwise stated on the website and/or the Ticket. A Ticket grants access to DZM to only one person or one group of persons meeting the criteria stated on the Ticket, unless expressly indicated as a group ticket, in which case separate conditions may apply. - Tickets have limited validity and are provided with a validity date or validity period. After this date or period, the right of admission expires. Unless otherwise decided by DZM, Tickets will not be redeemed or refunded, and their validity cannot be extended or amended. - The Customer is responsible for ensuring that DZM is able to verify the validity of the Ticket when presented electronically (for example, via smartphone scanning) at the time of admission. If a printed Ticket is required for entry, the Customer must provide a paper copy. The Customer must ensure that the print quality is sufficient. Tickets that cannot be scanned may be refused, in which case DZM may deny admission. - Tickets are for personal use only and may not be resold. If resale is suspected, DZM and/or Ticketcounter may invalidate the Tickets. - The Customer is not entitled to make any alterations to the Ticket or to use the text and logos appearing on the Ticket for any other purpose.

Article 4	Formation of the Agreement
	- Tickets are purchased from DZM under this Agreement. Ticketcounter acts solely in a facilitating capacity through the systems it operates and which are used by DZM. The purchase and formation of the Agreement become final upon acceptance of payment through the payment method selected by the Customer. Ticketcounter then issues the Tickets on behalf of DZM. - The Visitor Regulations always apply. Failure to comply with or violation of these regulations may result in refusal of (further) access to DZM. - DZM may establish a maximum number of Tickets that can be purchased under a single Agreement. DZM may set this maximum per payment method and/or per Customer address (including email address). If more Tickets are required than the permitted maximum, DZM must be contacted. - DZM reserves the right to refuse a purchase/order without stating reasons. DZM may, among other things, terminate the Agreement based on a reasonable suspicion that automated ordering systems have been used. In such cases, payment will be reversed, with any incurred costs deducted where necessary. The Customer will be informed by DZM at the address used for the order. - The Customer is responsible for selecting the correct Ticket type and quantity before completing the purchase. The Customer is also responsible for providing accurate information necessary to process payment through the options offered on the website. Providing incorrect or incomplete information may result in Tickets not being delivered. - The right of withdrawal applies within 14 days after purchase for Tickets that remain valid at the time of cancellation. The right of withdrawal does not apply to Tickets purchased for use on one or more fixed dates and/or Tickets valid for a fixed period of no more than 14 days.

Article 5	Prices and Payment
	- All Ticket prices displayed on the website include VAT and exclude any additional charges. Other promotions and/or discount campaigns do not apply to Tickets. - Tickets may only be purchased using the payment methods displayed on the website. - If a payment that was initially accepted is later reversed (cancelled by the provider of the selected payment method), DZM may decide to invalidate and cancel the relevant Ticket(s).

Article 6	Delivery
	- Tickets are provided exclusively as e-Tickets. The Customer is responsible for supplying correct electronic delivery addresses. - For electronic payments, Tickets will be delivered within 30 minutes of receipt of payment, with a maximum delivery period of 2 working days. - For one-time direct debit payments, delivery takes place within 2 to 3 working days, with a maximum of 5 working days after receipt of payment in the designated bank account. - If the delivery period has expired, the Customer has the right to terminate the purchase and obtain a refund of the amounts paid. To do so, the Customer must provide Ticketcounter with written notice of default and include a request for reimbursement.

Article 7	Liability
	- DZM shall not be liable for technical malfunctions of any kind that prevent payments from being processed and/or authorized correctly, completely, or on time. - DZM shall not be liable for cancellations, event suspensions, access restrictions, changes in opening hours, closures, relocations, or complications relating to admission to DZM, provided that such circumstances have been published on the website beforehand. It is the Customer's responsibility to inform themselves adequately and in a timely manner. - Ticketcounter shall not be liable for any damage, whether immaterial, material, physical, or otherwise, resulting from a visit to DZM. - Ticketcounter shall not be liable for incomplete or inaccurate information on DZM's website. - These limitations of liability do not apply where and insofar as the relevant damage results from intentional misconduct or deliberate recklessness on the part of DZM, or in other situations where limitation of liability is not permitted by law.

Article 8	Privacy
	DZM maintains a privacy policy in accordance with the General Data Protection Regulation (GDPR), which can be viewed at https://ticket.zaaanschemolen.nl/

Article 9	Force Majeure
	- DZM shall not be obliged to fulfill any obligation if prevented from doing so as a result of circumstances not attributable to its fault and which, under the law, legal acts, or generally accepted standards, cannot reasonably be attributed to DZM. - For the purposes of these Ticket Terms and Conditions, force majeure includes, in addition to what is understood by law and case law, all external causes, foreseen or unforeseen, over which DZM has no control and which prevent DZM from fulfilling its obligations. Such circumstances include, but are not limited to, fire, strikes, war, riots, sabotage, infrastructure failures such as transportation strikes, floods, blockages, network failures, or failures in connected equipment, including internet, telecommunications, and business networks.

Article 10	Miscellaneous
	- If a situation arises in which access has not been granted to the Customer, or access restrictions have been imposed, and DZM determines that the Customer is entitled to a refund, such refund shall be handled in accordance with DZM's rules and conditions. Ticketcounter shall not be a party to this process. - Dutch law applies to all Ticket purchases governed by these Ticket Terms and Conditions. - DZM can be reached during office hours (Monday to Thursday, 9:30 a.m. – 5:00 p.m.) at +31 (0)75 621 5148. - If any provision of these Ticket Terms and Conditions is found to conflict with applicable law or is otherwise unenforceable, that provision shall be amended to comply with applicable law while preserving, as far as possible, the intended meaning of the original provision.