Full terms and conditions Surfana Festival 2023

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website or any of our applications through whatever platform (hereafter collectively referred to as the "website") and/or by completing a reservation, you acknowledge and agree to have read,understood and agreed to the terms and conditions set out below (including the privacy policy). These pages, the content and infrastructure of these pages, and the online clinic reservation service provided on these pages and through the website (the "service") are owned, operated and provided by Stichting Surfana Festival. and are provided for your personal, non- commercial use only, subject to the terms and conditions set out below.

# 1. Scope of our Service

Through our websites we (Stichting Surfana Festival.) provide an online platform through which a campsite place at Surfana Festival can be booked or a tent can be hired at Surfana Festival. These nights may be combined with clinics, and other activities. Visitors to the website can make such reservations. By making a reservation through surfana.com/festival, or surfanafestival.viking.com you enter into a direct (legally binding) contractual relationship with Stichting Surfana Festival.

Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

## 2. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (iii) for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to Surfcamp Bloemendaal VOF (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

#### 3. Miscellaneous

Unless stated otherwise, the software required for our services or available at or used by our website and the intellectual property rights (including the copyrights) of the contents and information of and material on our website are owned by Stichting Surfana Festival. its suppliers or providers.

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

4. About Stichting Surfana Festival.

All of our services are rendered by Stichting Surfana Festival.. which is a foundation, incorporated under the laws of the Netherlands and having its offices at 165 De Costakade, Amsterdam, the Netherlands and registered with the trade register of the Chamber of Commerce in Amsterdam under registration number 70636737.

Our VAT registration number is NL858403195B01

Privacy Policy Stichting Surfana Festival.

What information do we collect?

We collect information from you when you place an order or subscribe to our newsletter. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, birthdate and phone number. You may, however, visit our site anonymously. We use no cookies other than google analitycs and only for internal purposes. All information gathered is anonymous.

What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

### ; To process transactions

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

#### ; To send periodic emails

The email address you provide for order processing, will only be used to send you information and updates pertaining to your order.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Online Privacy Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Your Consent

By using our site, you consent to our online privacy policy.

Unsubscribing/deleting colected data

If we send a periodic email a unsubscribe option will be in the same email. If you want all your data deleted you can email us at festival@surfana.com

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

Stichting Surfana Festival Da CostaKade 135a 1053 WT Amsterdam festival@surfana.com

Returns and cancellations Surfana Festival Clinics.

A booking is made over our website. Straight after the booking the customer will be asked to pay. Payments directly will be precessed by Mollie. Within one day after the booking the custumer will get a e-mail which confirms the booking of the clinic. One day before the clinic takes place the customer receives an approval or cancellation email. In case of a cancellation email the customer will receive the money back within 14 working days, but only if requested through sending an email to clinics@surfana.com.

The customer may cancel the booking up to one day before the scheduled clinic before 17.00. In this case the customer can ask for a refund. If the customer cancels after this time there will not be given a refund. The customer can cancel a clinic in their Viking account or by sending an email to clinics@surfana.com.