

General Terms and Conditions for Visitors of Boijmans Ahoy Drive-Thru Museum

These General Terms and Conditions for Visitors apply to every visit to the Boijmans Ahoy Drive-Thru Museum Exhibition in Hall 1 of Rotterdam Ahoy and to Transit, the related Outside Area.

Article 1 Definitions

- 1.1 Visitor: everyone with a valid Entry Ticket who enters the Boijmans Ahoy Drive-Thru Museum Exhibition.
- 1.2 Exhibition: Boijmans Ahoy Drive-Thru Museum in Hall 1 of Rotterdam Ahoy
- 1.3 Promenade: the part of the exhibition area including the Visitors' Gallery which is intended for Visitors of the Exhibition with a Promenade ticket.
- 1.4 Outside Area: Transit, the area that belongs with the Exhibition and is intended for Visitors to the Exhibition
- 1.5 Entry Ticket: to be shown on a smartphone or by presentation of a printed ticket which allows the Visitor access to the Exhibition during regular opening hours.
- 1.6 Museum Boijmans Van Beuningen: Stichting tot Beheer Museum Boijmans Van Beuningen, the legal entity which manages and runs the Museum in accordance with the foundation's objects. All agreements are entered into between the Visitor and Stichting tot Beheer Museum Boijmans Van Beuningen, having its registered office at Museumpark 18-20, 3015 CX in Rotterdam, the Netherlands, registered with the Chamber of Commerce of Rotterdam under number 24383967 and VAT identification number: NL814995251.B.01
- 1.7 Prohibited Objects: objects as referred to in Article 3.5.

Article 2 Applicability

- 2.1 These terms and conditions apply to all Visitors of the Exhibition.

Article 3 Entry to the Exhibition

- 3.1 The Visitor is only entitled to enter the Exhibition upon presentation of a valid Entry Ticket with his or her own electric car or a borrowed electric car.
- 3.2 In the event the Visitor fails to observe all applicable conditions/safety rules/house rules, the Visitor will be denied (further) access to the Exhibition if an employee of Museum Boijmans Van Beuningen determines that:
 - a) the Entry Ticket was not provided by Museum Boijmans Van Beuningen or a legal entity so authorised by Museum Boijmans Van Beuningen;
 - b) the Visitor is apparently under the influence of alcohol, narcotic substances or substances deemed equivalent thereto;
 - c) the Visitor breaches the peace or has the apparent intention to breach the peace;
 - d) the Visitor violates the general traffic rules or leaves the vehicle while in the Exhibition.
- 3.3 Entry Tickets can only be purchased online in advance for specific time slots. An advance-purchase Entry Ticket will become invalid due to the mere passing of the time or time slot stated on the Entry Ticket.
- 3.4 Museum Boijmans Van Beuningen has the right to modify the regular opening hours in connection with incidental practice drills in the framework of corporate emergency services (Article 23 Dutch Occupational Health and Safety Act) or, in the event of a

disaster, in connection with whole or partial evacuation of the Exhibition deemed necessary by Museum Boijmans Van Beuningen.

- 3.5 The following objects (hereinafter: Prohibited Objects) may not be taken into the Exhibition:
- a) rifles, firearms and guns: any object with which a projectile can be fired or personal injury or property damage can be caused, or that looks like it can be used for that purpose;
 - b) pointed and/or sharp weapons and sharp objects: objects with points or cutting edges which can cause personal injury or property damage;
 - c) blunt objects which can cause personal injury;
 - d) explosive and inflammable substances;
 - e) chemical and toxic substances.
- 3.6 If a supervisor appointed by Museum Boijmans Van Beuningen finds Prohibited Objects in the entry check, he or she will take custody of said objects until the time that the Visitor leaves the Outside Area. If a Visitor does not wish to hand over the objects which may be seized, he or she will be denied entry to the Exhibition and that Visitor is not entitled to a refund of the Entry Ticket.
- 3.7 Objects which are found at the entry check and which are prohibited by law, will be handed over to the police. A Visitor who has these objects on his or her person, can be detained and handed over to the police.
- 3.8 For safety reasons the Visitor must be identifiable. A Visitor whose face is not visible and who refuses to show his or her face at the entry check, will be denied access to the Exhibition.
- 3.9 Visitors can only visit the Exhibition with their own electric car or with an electric car made available by Museum Boijmans Van Beuningen for the duration of the visit. The use of other vehicles is not permitted. Wheelchairs and mobility scooters are only permitted on the Outside Area and on the Promenade.

Article 4 Presence in the Exhibition

- 4.1 Visitors' presence in the Exhibition is at their own risk.
- 4.2 Visitors are obliged to follow the instructions given by employees of Museum Boijmans Van Beuningen, who shall be recognisable as employees of the Museum. If in the opinion of the employees of Museum Boijmans Van Beuningen a Visitor in any way acts in contravention of these General Terms and Conditions for Visitors, the safety rules/house rules or in contravention of instructions, he or she can be denied further access to the Exhibition. In such case Museum Boijmans Van Beuningen is not bound to compensate any loss or refund the Entry Ticket. If a Visitor breaches the terms in the General Terms and Conditions for Visitors or fails to comply with the instructions of the employees, Museum Boijmans Van Beuningen can deny him or her entry to the Exhibition for a specific time. The Visitor will be immediately notified of such a decision to deny entry.
- 4.3 Visitors must ensure a safe visit of their children by complying with the rules on child car seats.

- 4.4 Visitors are required to leave large bags and suitcases in the car when entering the Outside Area.
- 4.5 Visitors are liable for any damage they cause to the Exhibition and the collection which is present there.
- 4.6 There is camera surveillance in the Exhibition. Camera recordings are kept for a reasonable period of time, in accordance with the General Data Protection Regulation (GDPR). If Museum Boijmans Van Beuningen sees cause for such, camera recordings will be made available to the police.
- 4.7 In addition to reasons stated in Articles 3 and 4.2, Museum Boijmans Van Beuningen is entitled to deny a Visitor entry to the Exhibition for a specific period of time:
- a) in the event that said Visitor during one or more previous visits to Museum Boijmans Van Beuningen or this Exhibition damaged one or more objects due to wilful misconduct, gross negligence and/or intent;
 - b) in the event Museum Boijmans Van Beuningen for other reasons has a valid fear that said Visitor will be guilty of damaging one or more objects. Museum Boijmans Van Beuningen can in any event always subject the Visitor in question to a search. Museum Boijmans Van Beuningen will announce a decision to deny entry to the Visitor immediately, if possible in writing.
- 4.8 In the event of disasters, for example the sudden disappearance of an art object, a terrorist attack or other acts of violence, Museum Boijmans Van Beuningen is entitled to close the doors and then evacuate the Visitors present one by one. Visitors can then be requested to cooperate with a search of bags and other objects by or on behalf of Museum Boijmans Van Beuningen. Museum Boijmans Van Beuningen can ask a Visitor who refuses to cooperate with a search to present ID before he or she leaves the Exhibition.
- 4.9 Museum Boijmans Van Beuningen regularly allows third parties to make photo shoots and video recordings in the Exhibition. This material may be used for online and print publicity purposes. By entering the Exhibition Visitors state to agree to the publication of pictorial material. If a Visitor objects to publication of pictorial material on which he/she is recognisable, he or she can notify Museum Boijmans Van Beuningen thereof. Museum Boijmans Van Beuningen will in such case endeavour to prevent the further publication of the material.

Article 5 House rules

- 5.1 In addition to the House Rules of Rotterdam Ahoy (<https://www.ahoy.nl/en/other/house-rules>) the following house rules apply to this Exhibition:

Visitors are not allowed:

- a) to hang out of the car's window and touch the exhibited objects; parents / accompanying persons in charge must strictly see to this;
- b) to hinder other Visitors, including, but not limited thereto, by impeding the view of exhibited objects or by causing noise nuisance;
- c) to drink alcohol or use narcotic substances during the visit to the Exhibition;

d) to make any photo, video and film recordings whereby use is made of flashes, unless the Visitor has obtained the prior written consent of Museum Boijmans Van Beuningen.

- 5.2 Without prejudice to the provisions in Article 5.1d (limited use of photo and film equipment) photos, videos and/or film recordings made in the Exhibition may only be used for commercial purposes after obtaining explicit written consent therefor from Museum Boijmans Van Beuningen, in which case the applicable price list applies.

Article 6 (Remote) Purchase of Entry Tickets

- 6.1 The terms and conditions of Ticketcounter apply to the concluding of the agreement.

- 6.2 Tickets purchased online must be shown on a smartphone or must be printed out so that the ticket can be scanned.

- 6.3 Museum Boijmans Van Beuningen is not obliged to refund an unused Entry Ticket.

- 6.4 The circumstances following hereinafter shall never lead to any obligation to refund monies paid or to compensation to be paid by Museum Boijmans Van Beuningen to the Visitor:

a) the non-visibility of one or more objects of the permanent collection of Museum Boijmans Van Beuningen;

b) modification of the regular opening hours in connection with practice drills in the framework of the corporate emergency services or, in the event of a disaster, whole or partial evacuation of the Exhibition which is deemed necessary by Museum Boijmans Van Beuningen;

d) nuisance or inconvenience caused by other Visitors such as noise nuisance, dangerous driving behaviour, inappropriate behaviour (including molestation) or theft;

e) damage caused by other Visitors;

f) nuisance or inconvenience caused by maintenance work, including, but not limited to, renovation or setting up of rooms;

g) nuisance or inconvenience caused by the improper functioning of facilities in the Exhibition;

h) denial of entry to the Exhibition;

i) loss of the Entry Ticket.

- 6.5 If circumstances arise which are not attributable to Museum Boijmans Van Beuningen, this constitutes force majeure. Museum Boijmans Van Beuningen deems force majeure to be any foreseeable or unforeseeable circumstance which complicates the performance of the agreement by Museum Boijmans Van Beuningen in such way that, temporarily or permanently, the performance of the agreement becomes impossible or cumbersome.

- 6.6 Such circumstances include circumstances on the part of persons and/or services and/or institutions which Museum Boijmans Van Beuningen wishes to use in the performance of the agreement with the Visitor, as well as everything that is deemed force majeure or a condition precedent or subsequent for the aforementioned persons, services or institutions, as well as breach on the part of that party.

Article 7 Limitation of liability of Museum Boijmans Van Beuningen

- 7.1 Museum Boijmans Van Beuningen is only liable for loss which a Visitor suffers if and in so far as said loss is a direct consequence of gross negligence or intent of a managerial subordinate of Museum Boijmans Van Beuningen. All other liability is excluded. Liability is in any event limited to the lower of the following two amounts:
- a) the amount which the insurer of Museum Boijmans Van Beuningen pays to Museum Boijmans Van Beuningen with regard to that individual claim, increased by the excess or;
 - b) the compensation paid out with regard to the loss by a third party to Museum Boijmans Van Beuningen with regard to said individual claim.
- 7.2 Liability of Museum Boijmans Van Beuningen for indirect loss, including consequential loss, lost profit and lost savings is excluded at all times.

Lost and Found

- 8.1 Lost objects which a Visitor finds in the Exhibition can be handed over to an employee.
- 8.2 Museum Boijmans Van Beuningen will take custody of lost objects.
- 8.3 In the event that the alleged owner of a lost object reports to the Museum, the alleged owner has the choice to pick up the object him- or herself or to have it sent to him or her for cash on delivery. In both cases the owner must be able to properly identify him- or herself. In the event of doubt on the part of Museum Boijmans Van Beuningen regarding the status of the alleged owner, Museum Boijmans Van Beuningen is entitled to demand proof of ownership.
- 8.4 Museum Boijmans Van Beuningen reserves the right to destroy lost objects which are not picked up after three months.

Article 9 Complaints procedure

- 9.1 Visitors can file complaints by filling in a complaints form which can be obtained via info@boijmans.nl.

Article 10 Privacy

- 10.1 Careful handling of the data of Visitors of the website of Museum Boijmans Van Beuningen, including the section for the online sale of Entry Tickets, is of great importance for Museum Boijmans Van Beuningen and all business affiliated with it. The website of Museum Boijmans Van Beuningen is geared to protecting the privacy of website visitors as much as possible.
- 10.2 By checking the box "I would like to be kept informed of the activities of Museum Boijmans Van Beuningen" the website visitor agrees that Museum Boijmans Van Beuningen (and/or an affiliated business) informs the website visitor from time to time about its activities and products offered by Museum Boijmans Van Beuningen. The option will be available at all times to indicate that the website visitor no longer wishes to receive information.

Article 11 Other terms and conditions and applicable law

- 11.1 The applicability of these General Terms and Conditions for Visitors is without prejudice to any applicability of other contractual terms and conditions and/or arrangements of Museum Boijmans Van Beuningen, as published on www.boijmans.nl
- 11.2 Prices of products and services intended for private Visitors are listed including VAT.
- 11.3 These General Terms and Conditions for Visitors and the agreement between the Visitor and Museum Boijmans Van Beuningen are governed by Dutch law. Any disputes which cannot be resolved in consultation shall only be presented to the competent court.

These General Terms and Conditions for Visitors of Museum Boijmans Van Beuningen have been established by the management of Museum Boijmans Van Beuningen. The General Terms and Conditions for Visitors are published, inter alia, on www.boijmans.nl

Stichting tot Beheer Museum Boijmans Van Beuningen, The Management
Rotterdam, July 2020