

GENERAL TERMS AND CONDITIONS OF PROMOTIONAL GAMES OF CHANCE

These General Terms and Conditions of Promotional Games of Chance (hereinafter referred to as the "General Term and Conditions") apply to all promotional games of chance and actions to be organized by Mojo Concerts B.V. (hereinafter referred to as "Mojo") on Mojo's communication channels, such as our website mojo.nl, our newsletters, our social media pages (Facebook, Twitter, Instagram), hereinafter referred to as "the promotion".

By participating in the relevant promotion, the participant agrees to the following terms and conditions:

1. Participation

- For each promotion it will be stated how and in what period it is possible to participate in the promotion and whether additional conditions for participation apply.
- Participants younger than 18 years old declare to have obtained permission from (a) parent(s) or legal representative(s) to participate in the promotion. If upon verification this proves not to be the case, Mojo is entitled to exclude the participant from participating in the promotion.
- If there are costs associated with participation, these costs will be stated in the specific promotion. In any event, the costs per participation shall not exceed the communication costs mentioned in the specific promotion.
- Employees of Mojo and the third party or parties engaged by Mojo are in principle excluded from participating in the promotion.

2. Prices

- The prizes and the number of prizes to be won will be mentioned for each promotion.
- The prize is personal and is awarded in the name of the winner.
- The prize is not transferable or otherwise exchangeable or payable in cash.
- In case of refusal of the prize by the winner, the prize will in principle be forfeited.
- If the prize consists of admission to or tickets for an event, the prize will be paid out based on availability. Tickets are subject to Mojo's ticket conditions and may be subject to additional (house) rules of the event venue.
- If the prize consists of admission or tickets for an event, no compensation may be claimed in the event that the event in question is cancelled.

3. Winners, announcement and notification

- Winners of the promotion will be selected in an impartial manner.
- Prize winners will be notified personally.
- Not all participants will be informed of the results individually.
- Correspondence about the results is not possible.
- No rights can be derived from the participation and/or the results.
- The prizes will be paid out in the condition they are in. Mojo is not responsible for any visible or hidden defects to the prizes nor for any damage during the delivery (shipment) of the prize.
- If a winner does not respond to messages from Mojo within a reasonable time, Mojo has the right to assign a new winner. The former winner can then (no longer) claim any prize and/or (damage) compensation.

4. Personal data

- By participating in a promotion, the participant gives Mojo permission to publish the participant's personal data on Mojo's communication channels.
- The personal data provided by the participant to Mojo are processed in accordance with the [privacy statement of Mojo](#).

5. Exclusion, liability and other conditions

- Mojo retains the right not to pay out a prize if (it is suspected that) the participant has made direct or indirect use of improper means.
- Mojo reserves the right to reject any entries that appear fraudulent or otherwise unlawful or improper.
- Mojo is not liable in any way for any damage resulting from the participation in a promotion, nor for any technical malfunctions, defects or delays related to the participation in a promotion or the designation of the winner.
- Mojo reserves the right to terminate a promotion prematurely. Premature termination will in principle be announced through the medium(s) in which the promotion took place.
- If certain specific rules are drawn up for a promotional activity that deviate from these General Terms and Conditions, those specific rules will take precedence over the provisions of these conditions.
- The General Terms and Conditions (including the specific game conditions) may be modified by Mojo at any time. We therefore advise you to check the conditions regularly.
- The General Terms and Conditions do not apply to promotional activities organized under the responsibility of the advertisers, sponsors or other third parties (production companies). Specific conditions will be drawn up for this.
- Promotions on social media are in no way sponsored or affiliated with that specific social media. These platforms are in no way responsible or liable for (the content of) such actions.
- The General Terms and Conditions have been drawn up in accordance with the Code of Conduct for Promotional Games of Chance.
- Any questions or comments can be submitted by emailing winnen@mojo.nl, calling +31 85 822 2220 or sending a letter (in a sufficiently stamped envelope) to Mojo Concerts B.V., De Passage 116, 1101 AX, Amsterdam, The Netherlands.
- Mojo will - if applicable - take care of the declaration and the withholding of gambling tax (or have it withheld), except to the extent that the specific terms and conditions of the game state otherwise.
- Mojo is entitled to unilaterally change the General Terms and Conditions. If the participant is a natural person who does not act in the exercise of a profession or business, and the change results in a performance that differs substantially from the original performance, the participant has the right to terminate the agreement as of the date that the changed General Terms and Conditions come into effect.
- The General Terms and Conditions and any agreement that exists between Mojo and the participant shall be governed by the laws of the Netherlands. All disputes that may arise as a result of the agreement between Mojo and the participant, or any agreement that may be the result thereof, shall be settled exclusively by the court in Amsterdam, unless the participant is not acting in the exercise of a profession or business and has made known, within one month after Mojo has invoked this provision

in writing, that they choose to settle the dispute before the court that is competent according to the law.

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