# **General Terms and Conditions**

The consumer does not have the right to revoke the purchase.

#### **1. General information**

These websites (a current list of websites is available in annex 1) ("**Website**") are property of and managed by the VZW KONINKLIJKE MAATSCHAPPIJ VOOR DIERKUNDE VAN ANTWERPEN, registered in the Crossroads Bank for Enterprises under company number 0407.186.105 and with registered office in 2018 Antwerp, Koningin Astridplein 26 ("**KMDA**").

These General Terms and Conditions ("General Terms and Conditions") form part of the agreement between KMDA and the Buyer. In view of the importance of these General Terms and Conditions we recommend that you read them carefully. By accessing and using this website you declare to have read, understood and accept these General Terms and Conditions.

Entrance tickets en Online Tickets purchased trhough and/or issued by KMDA are governed by the General Terms and Conditions. Entrance Tickets and Online Tickets for visits or productions other than those issued by the KMDA will be sold through other channels and are not covered by these General Terms and Conditions. KMDA is only responsible for providing support in the event of problems with the receipt of tickets.

The person completing the purchase either electronically or by telephone ("**Buyer**") is responsible for providing correct Personal Data as requested by the KMDA. This applies both to the Personal Data of the Buyer, and of all persons involved, ("**Third Parties**") for whom Online Tickets and/or Entrance Tickets are bought.

A visit to the Park implies acceptance of the Park Regulations and the Privacy Policy.

KMDA will comply with all applicable data protection laws, whether national, European or international, for all Personal Data received.

#### 2. Purchase of tickets

Online entrance tickets ("Online Tickets") can be bought on the website for-a visit to ZOO Planckendael ("**Park**"). Online Ticket refers to the document ordered and paid for on the Website and printed by the buyer, intended as an entrance ticket.

In addition to Online Tickets, it is also possible to purchase tickets ("**Entrance tickets**") for a visit to the Park by phone (paying) or onsite (at the counter of Antwerp zoo or Planckendael).

When ordering Online Tickets, the buyer must provide the e-mail address to which the Online Tickets should be sent after payment.

The buyer is responsible for providing a correct e-mail address. KMDA cannot be held liable if the buyer does not receive the Online Ticket because an incorrect e-mail address was provided. This e-mail address will be used by KMDA for sending Online Tickets and e-mails ("**Information Mails**"). Information e-mails will provide the Buyer

with practical information about the visit, the Park, parking facilities, public transport, thank-you messages, etc. Information e-mails shall be sent during the validity period of the Online Tickets and up to one month after that.

Entrance tickets are booked at the time when the registration form is sent on the Website or at the time of reservation by phone. They will be sent after the payment is received. This payment needs to be made by bank transfer. When the payment is received the Entrance Tickets will be sent by post to the address provided at the time of the telephone booking. To receive the tickets by post the KMDA must have correct address information as provided by the Buyer. KMDA will send information e-mails to the provided address during the validity period of the Entrance Ticket.

#### 3. Payment

All taxes and VAT are payable by the Buyer.

A visitor to the Website making the purchase is considered to be the Buyer. He/she is the only one who is committed to pay, even if the Online Tickets are intended for a third party. Online Tickets may not be resold or given to third parties in the context of a commercial relationship.

Purchased Tickets may not be used in the context of advertising, promotion, competitions and similar except with the express permission of KMDA.

#### Tickets on the website

The Online Tickets must be paid for immediately when booking via the payment platform provided on the Website. The payment module is directly managed by INGENICO Payment Services, Personal Data necessary for the processing of the payment will be exchanged. KMDA waives all responsibility with regard to the payment module in question. If for any reason whatsoever it does not work (temporarily), you will not be able to purchase Online Ticket(s). If necessary, you will have to contact KMDA's counter(s) directly or order your Entrance Tickets by telephone.

#### Tickets by phone

The booking of Entrance Tickets will be cancelled if no payment has been received within 5 calendar days of reservation. KMDA has the right to re-release these Entrance Tickets.

#### Tickets invoice

Any sums not paid on the due date shall, by operation of law and without prior notice of default, be increased by an annual interest rate of 12% on the unpaid sum until full payment.

In addition, a lump-sum compensation of 10% of the unpaid principal sum shall also be due by operation of law and without prior notice, with a minimum of €40.00.

## 4. Personal Data protection

Personal data ("**Personal Data**") is taken to mean all information about an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by means of an identifier (name, identification number, location data, an online identifier or one or more elements specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person).

Personal Data is collected for the purpose of offering and selling Online Tickets and Entrance Tickets to the Buyer and Third Parties. Personal data will be stored for 2 years after purchase of Online Tickets and/or Entrance Tickets, if no account has been created. After this period, KMDA will take the necessary steps to make this Personal Data anonymous. If at the time of purchase an account was created, the Personal Data will be kept for 2 months after deletion of the account, after which KMDA will make the account anonymous.

Personal data which have been received will be processed by the KMDA. KMDA is responsible for the protection of the received Personal Data and will take adequate organisational and technical measures to this end. Personal data will not be shared or sold to third parties, third countries or international organisations other than those mentioned in this agreement.

Both the Buyer and a Third Party may at any time withdraw their consent or request access, correction or erasure of their Personal Data. The restriction or objection with regard to the processing and the right to data transferability may also be requested. To do so please contact the KMDA through privacy@kmda.org.

If a Buyer or a Third Party wants to file a complaint because of a violation of his personal data, please contact the supervisory authority. Please contact the Data Protection Authority: Drukpersstraat 35, 1000 Brussels, www.privacycommission.be or commission@privacycommission.be.

#### 5. Ticket conditions

If the buyer has not received his Entrance Tickets, he should call 03/202.45.40 during opening hours.

The Online Ticket is only valid if it is printed perfectly legibly (colour or black and white) on white A4 paper. If the ticket is illegible and/or of poor quality, admission may be refused. Each Online Ticket can be used only during the validity period stated on the Online Ticket. Any attempted abuse, counterfeiting or fraud will entitle the KMDA the right to initiate civil and/or criminal proceedings. An Online Ticket will not be refunded or exchanged.

Only the first person presenting himself with the original Online Ticket will be granted access to the Park. Any second ticket offered will be considered a copy and will not give access to the Park.

#### 6. Changes

KMDA's liability is limited to the reimbursement of the ticket price in the event of any changes to the programme, the arrangement and/or availability of the Park, the date, the place, the price or the complete cancellation of the visit. KMDA cannot be held liable for any other damage that may result from this. In this case, Entrance Tickets must be returned within two weeks after the cancellation date in order to be eligible for a refund. Your application should be submitted to the following address: Koningin Astridplein 26, 2018 Antwerp.

## 7. Website

The entire content of the Website is the property of or controlled by the KMDA. You may only download the content for your own use in the context of ordering Online Tickets and for non-commercial purposes; however, modification or reproduction of the content is not permitted. The content may not be copied or used in any other way. KMDA makes every reasonable effort to provide up-to-date and correct information on this Website, but makes no promises or gives no warranties as to the accuracy, validity or completeness of the information provided. KMDA shall not be liable for any damage or disadvantage arising from your access to or failure or delay in accessing the Website or your use of any information provided on the Website. The Website may contain links or references to other sites; however, KMDA is not responsible for the content of such other sites and is not liable for any damage or disadvantage arising from their content. Any links to other sites are provided purely for the comfort of the users of this website.

# 8. Right of withdrawal

The right of withdrawal provided for in Article VI.47 of the Code of Economic Law on market practices and consumer protection in distance selling shall not apply. KMDA refers to art. VI.53, 12° of the Code of Economic Law ("The consumer may not exercise the right of withdrawal provided for article VI. in 47 for (...) the provision of accommodation for purposes other than residential purposes, transport, car rental, catering or leisure services, if the contracts provide for a specific date or period of performance"). Online Tickets are services related to leisure activities in the sense of art. VI.53,12° Code of Economic Law.

# 9. Final provisions

KMDA has the right to amend these General Terms and Conditions at any time. The notice is given by publication on the Website. Amendments are valid from the moment the General Terms and Conditions are published on the Website.

The nullity or unenforceability of one or more provisions or parts of provisions of these General Terms and Conditions shall not affect the validity or enforceability of the other provisions or parts of provisions, which shall remain in full force and effect.

Only Belgian law applies. Any dispute shall fall under the exclusive jurisdiction of the courts and tribunals of Antwerp, Antwerp Division.

# Addendum 1

#### **Domeinnamen KMDA**

old.zooantwerpen.be old.planckendael.be kmda.socratos.net tickets.kmda.org elisabethcenter.kmda.org resellers.kmda.org abonnementen.kmda.org zooantwerpen.kmda.org planckendael.kmda.org reserveringen.kmda.org vouchers.kmda.org companies.kmda.org exposities.kmda.org cadeaubon.kmda.org Corporate.kmda.org Serpentarium.kmda.org abonnement.kmda.org boeking.kmda.org peterschappen.kmda.org zalen.kmda.org antwerpse-zoo.be antwerpsezoo.be antwerpzoofoundation.be antwerpzoofoundation.com antwerpzoofoundation.org antwerpzoosociety.be antwerpzoosociety.com antwerpzoosociety.org baby-olifant.be babyolifant.be

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