

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

### Introduction

- I. [Head. I.Purchase Voucher Anytime;](#)
- II. [Head. II. Ticket Exchange in Anytime Voucher;](#)
- III. [Head. III. Change Risk Free Ticket into Anytime Risk Free Voucher;](#)
- IV. [Head. IV.NEVERSEA 2020 General Terms and Conditions;](#)

### [Head. I.Purchase Voucher Anytime;](#)

#### 1. Definition

- 1.1. The Anytime product - is the voucher purchased by the buyer that offers the opportunity to participate only once in one of the next three consecutive editions of the Neversea Festival, regardless of when they will be organized.
- 1.2. If any of the next three editions of the Neversea Festival (2021, 2022, 2023) will not be held, the availability of the voucher will be extended accordingly with the period corresponding to a new edition, in accordance with the conditions mentioned in the chapter:” ***Reorganization of the event***”.
- 1.3. **The voucher will become a valid product only after the buyer has made his/her choice for the edition he/she chooses to participate and after he/she has completed his/her online check-in (to the extent that it is not already done).**

#### 2. Choosing the edition in which you want to participate in

- 2.1. For the upcoming editions of the festival (2021, 2022, 2023) the Festival shall be held between 15 of June and 31 of July. **The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.**
- 2.2. The buyer of an Anytime voucher will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival. **The voucher purchased by the buyer will become a proper product (a valid ticket), only after the organizer will announce the actual date of the festival and the buyer will express his option to participate, in the limited frame time mentioned in point 4.4., having his Online Check-In already made.**
- 2.3. The holder of an Anytime voucher **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31 of the year in which the festival edition takes place.** If the holder of the Anytime voucher

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

does not express his option to participate in the festival by the deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

- 2.4. **As an exception**, the voucher can become a valid product, even after exceeding the deadline of January 31, if the holder of the voucher **opts to pay the equivalent of the activation fee** provided by art. 2.2, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT**, **the owner of an Anytime product, who has not expressed his intention to participate by the deadline, can no longer validate the voucher even by paying the fee.**
- 2.5. A Buyer has the right to manifest his option to participate exclusively in only one edition. **Failure to attend the chosen edition will be equivalent to the appreciation of the Anytime product as being used at that edition.**
- 2.6. In case the edition chosen by the owner is postponed or cancelled, the option manifested by the product buyer is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1..

### **3. The obligation of Online Check-in and TAXES**

- 3.1. By purchasing an Anytime G.A. or VIP, the owner acknowledges and undertakes, in accordance with the General Terms and Conditions for 2020 (hereinafter "TCG") presented on the website [www.Neversea.com](http://www.Neversea.com), to perform his Online Check-in free of charge, within 30 days after purchasing this voucher. After this date, in order to complete the Online Check-in, the holder of the Anytime voucher will have to pay the Online Check-in fee established by the organizer through T.C.G. and provided by art. 3.2.
- 3.2. The fees for the 2020 edition are 15 Euro. The check-in fee, as well as the Activation fees, Edit and Transfer fees may be increased by the Organizer for the next editions by a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions.

### **4. General characteristics**

- 4.1. The purchase of an Anytime General Access (G.A.) or V.I.P. product offers the buyer the same facilities as those related to a product of the General Access (G.A.) or V.I.P. type, but with the particularities set out in this section.
- 4.2. Important! An Anytime product purchased by the consumer is subject to the same transfer, edit and top-up conditions, described in the TCG for the 2020 edition of the festival, except

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

for the conditions regarding the fees requested by the organizer which may differ, which can be consulted on the website. [www.Neversea.com](http://www.Neversea.com) in the Terms and Conditions section or here.

### 5. Reorganization of the event

- 5.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**
- 5.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.
- 5.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

### 6. The rights of the Organizer

- 6.1. The organizer will have the right to impose the exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the national currency. The participant will be guaranteed the right to buy this coin from a series of exchange points within the festival and / or directly from the application by accessing the online top-up facility.
- 6.2. The Buyer expressly consents for the Organizer to request and process the Buyer's domicile or residence address in order to send the festival access bracelet directly to the indicated address, in order to ensure in a more pleasant and efficient way. access to the Festival. The Organizer reserves the right to offer this option to Buyers for a fee, as an alternative to the option to pick up the bracelet from the location announced by the Organizer on the eve or during the Festival.

### 7. Obligation to comply with the Terms and Conditions

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

- 7.1. Buyers of an Anytime voucher are obliged to comply with the General Terms and Conditions set by the Organizer. The general terms and conditions are available to any Buyer at any time for consultation, on the website [www.neversea.com](http://www.neversea.com).
- 7.2. The Terms and Conditions in this section are supplemented by the provisions of the Terms and Conditions in the 2020 edition, in the next section. If these Terms and Conditions are contrary to any provision of the 2020 Terms and Conditions, these Terms and Conditions shall prevail over them, these terms being applicable to the Buyer.
- 7.3. The Organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website [www.neversea.com](http://www.neversea.com).
- 7.4. The participant undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

**The section “Terms and Conditions - Anytime Product” was modified on the 16 of July 2020, and it applies only to - Purchase of an Anytime product.**

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

### Head. II. Ticket Exchange in Anytime Voucher;

**A purchased product for Neversea 2020 edition converted to Anytime product for one of the next editions of the festivals, regardless of the year the festivals will be held.**

#### **1. Definition**

- 1.1. The Anytime product is available to those who have already purchased a product to participate in the Neversea edition of the current year but want to swap it into an Anytime voucher, which will give them the opportunity to participate, at their choice, in one of the following editions (2020-2021-2022).
- 1.2. The Anytime product offers the buyer the possibility to participate **only once** in one of the chosen editions, without any additional charge for its modification.
- 1.3. If any of the next three editions of the Neversea Festival (2020, 2021, 2022) will not be held, the availability of the voucher will be extended accordingly with the period corresponding to a new edition, in accordance with the conditions mentioned in the chapter:” **Reorganization of the event**”.
- 1.4. **The voucher will become a valid product only after the buyer has made his/her choice for the edition he/she chooses to participate and after he/she has completed his/her online check-in (to the extent that it is not already done).**

#### **2. General features**

- 2.1. A product purchased for the 2020 edition of the Neversea festival that becomes an Anytime product, retains all the characteristics of the original purchased product, regardless of the value paid on the original product.

**For example: A VIP product buyer that will opt to convert it into an Anytime product will benefit from a new VIP product with the previously mentioned Anytime characteristics. The owner of a General Access product cannot upgrade and benefit from the conversion to an Anytime VIP product, but it will only be able to benefit from an Anytime General Access product. A Day product purchased will become a Day Anytime product but will retain the characteristics of the original product. Thus, the owner of a Day product for the first day (one) festival can choose the festival edition he wishes to attend, with the mention that the Anytime product will be valid only for the first day of the Festival.**

- 2.2. A purchased Anytime product is subject to the same transfer, edit, and top-up conditions, described in the Terms and Conditions for the 2020 edition of the festival, except for the

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

conditions regarding the fees set by the organizer which may differ, these can be consulted on the website [www.neversea.com](http://www.neversea.com) in the Terms and Conditions section or below.

### 3. Online Check-In and Transfer

- 3.1. If the online check-in is already done on a product, this will remain valid even after it has been converted into an Anytime voucher.
- 3.2. If the online check-in has not been made on a product, or the buyer wants to modify the Check-in Online data, he must pay the edit or check-in fee online. These fees, as well as the activation and transfer fees, may be increased by the organizer for the next editions by up to 10 euros over the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of The General Terms and Conditions of the festival edition he wishes to participate in and comply with the content of these provisions.
- 3.3. The Anytime voucher can be transferred to another person from the Online Check-In Platform, only after paying the Transfer fee. The value of the transfer fee is in the amount of 15 Euros for the Neversea 2020 edition.

### 4. Choosing the edition in which you want to participate in

- 4.1. For this year's edition, which is held between the 2nd of July to 5th of July 2020, the buyer will be able to express the option to participate between the 15<sup>th</sup> of May to 25<sup>th</sup> of June 2020.
- 4.2. For the upcoming editions of the festival (such as those for 2021, 2022) the period will be available from 15 of June to 31 of July. The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.
- 4.3. The buyer of an Anytime voucher will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival. **The voucher purchased by the buyer will become a proper product (a valid ticket), only after the organizer will announce the actual date of the festival and the buyer will express his option to participate, in the limited frame time mentioned in point 4.4., having his Online Check-In already made.**
- 4.4. The holder of an Anytime voucher **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31 of the year in which the festival edition takes place.** If the holder of the Anytime voucher does not express his option to participate in the festival by the deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

- 4.5. **As an exception**, the voucher can become a valid product, even after exceeding the deadline of January 31, if the holder of the voucher **opts to pay the equivalent of the activation fee** provided by art. 2.2, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT**, **the owner of an Anytime product, who has not expressed his intention to participate by the deadline, can no longer validate the voucher even by paying the fee.**
- 4.6. A Buyer has the right to manifest his option to participate exclusively in only one edition. **Failure to attend the chosen edition will be equivalent to the appreciation of the Anytime product as being used at that edition.**
- 4.7. In case the edition chosen by the owner is postponed or cancelled, the option manifested by the product buyer is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1..

### **5. The Reorganization of the Event**

- 5.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**
- 5.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.
- 5.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

### **6. The Organizers Rights**

- 6.1. The organizer will have the right to impose an exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the Romanian national currency. The Customer will have the right to buy this currency from the exchange points at the festival and/or by accessing the online top-up facility.

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

6.2. The buyer expressly gives its consent to the organizer to request and process the buyer's home or residence address in order to send the Festival Access Wristband directly to the indicated address, in order to ensure a more pleasant and efficient way to access the festival. The Organizer reserves the right to offer this option to Buyers in exchange for a fee, as an alternative to the option to pick up the wristband from the announced location by the Organizer prior to or during the Festival.

### **7. Obligation to comply with the Terms and Conditions**

7.1. Anyone who opts to exchange a product in an Anytime voucher is obliged to comply with these terms and conditions and also the General Terms and Conditions accepted by the buyer when purchasing the product, which is available to any buyer at any time for consultation on the [www.neversea.com](http://www.neversea.com) website.

7.2. The Terms and Conditions of this section are supplemented by the provisions of the Terms and Conditions of the 2020 edition. If these Terms and Conditions are contrary to any provision of the Terms and Conditions of the 2020 edition, these Terms and Conditions prevail over those by being applicable to the Buyer.

7.3. The organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website [www.neversea.com](http://www.neversea.com).

7.4. The buyer undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

**The section “Terms and Conditions - Anytime Product” was introduced on the 27 of April 2020, and it applies only to the - *Swap to an Anytime Product*.**



# TERMS AND CONDITIONS

## ANYTIME PRODUCT

### Head. III. Change Risk Free Ticket into Anytime Risk Free Voucher:

1. The Anytime Risk-free product is available to people who have already purchased a Risk-Free product to participate in the Neversea 2020 edition, but want to turn it into an Anytime Risk-Free product, which will give them the opportunity to participate in one of the next three consecutive editions of the Festival to be organized (2020 - 2021 - 2022). The Anytime Risk-free product offers the possibility to participate **only once** in one of the chosen editions, without the requirement to pay an additional fee for its transformation from a Risk-Free product into an Anytime Risk-Free product.

#### **2. General features**

- 2.1. A Risk-Free purchased product for the 2020 Edition of the Neversea festival, which has been swapped into an Anytime Risk-Free product, retains all the characteristics of the initially purchased product, but with the particularities set out in this section.
- 2.2. Anytime Risk-Free products can be transferred to another person from the Online Check-In Platform, free of charge, once.
- 2.3. The owner of an Anytime Risk-Free product will also benefit free of charge of the Flexi(the ticket holder can transfer the ticket once) service offered by the organizer, as defined in the General Terms and Conditions.
- 2.4. The transfer, edit, and top-up conditions described in General Terms and Conditions, of Neversea 2020, related to a product are valid and are kept for a product that becomes an Anytime Risk-Free product, except for the fees that may be charged by the organizer for these services, which may be increased by the organizer for the next editions with a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions.
- 2.5. The online check-in made for a Risk-Free product remains valid even after the product becomes a Risk-Free Anytime product, regardless of the edition in which it participates. To change the Online Check-In data, the product holder must pay the online edit or check-in fee according to General Terms and Conditions. related to the edition of the Festival in the year in which this operation is requested.
- 2.6. A Risk-Free product already purchased, becomes Anytime Risk-Free, but retains the characteristic of the product originally purchased, without the possibility to upgrade.

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

For example: A Risk-Free VIP product becomes a Risk-Free Anytime VIP product. The holder of a General Access Risk-Free product cannot upgrade and benefit from an Anytime VIP Risk-free product.

### 3. Online Check-In and related fees

- 3.1. **The Online check-in made by the holder of a Risk-Free product, remains valid even after his product becomes Anytime Risk-Free, regardless of the edition in which he will express his option to participate.**
- 3.2. If the holder of a Risk-Free product has not fulfilled his obligation to perform the Check-In within 30 days after purchasing the Risk-Free product, he will have to pay the Online Check-In fee established by the organizer through the Terms and Conditions.
- 3.3. **The Online Check-In fee for the 2020 edition is 15 Euro. This fee (as well as fees for editing, transfer, top-up) may be increased by the Organizer in the case of subsequent editions (except 2020) by a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions.** Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions, before requesting any service.

### 4. Choosing the edition in which you want to participate

- 4.1. For the Neversea Edition held between the 2nd of July to the 5th of July 2020, the buyer will be able to express his option to participate in this edition between the 15th of May and 25th of June 2020.
- 4.2. For the upcoming editions of the festival (such as those for 2021, 2022) the period will be available from 15 of June to 31 of July. The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.
- 4.3. The holder of an Anytime Risk-Free product will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival.
- 4.4. The holder of an Anytime Anytime Risk-free product **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31 of the year in which the festival edition takes place.** If the holder of the Anytime Risk-Free product does not express his option to participate in the festival by the

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

- 4.5. As an exception, the product can become valid, even after the deadline of January 31, if the product holder pays the equivalent value of the activation fee in the amount of 15 Euro, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT**, the holder of an **Anytime Risk-Free product**, who has not expressed his intention to participate by the deadline, can no longer validate the product by paying the fee.
- 4.6. In case the edition chosen by the product owner is postponed or cancelled, the option manifested by the product owner is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1.

### **5. RISK FREE BENEFITS**

- 5.1. **Return of the paid value.** If a holder of the Anytime Risk-Free product, for various reasons, does not want to participate in one of the next editions of the festival (2021, 2022), he will be able to request the return of the value paid on the product, starting 60 days before the Festival period and up to 14 days before the Festival.
- 5.2. **Cancelation of the manifested option.** Also, the holder of an Anytime Risk Free product, who has chosen to participate in a certain edition, and can no longer participate in that edition, for any reason, may request the Organizer to cancel that option starting with 60 days before the Festival period and up to 14 days before the Festival.
- 5.3. If the product holder's request does not fall within this period, this request will not be considered, and the product remains valid for the edition for which the product holder has expressed his choice. Failure to attend the event will be equivalent to the appreciation of the Anytime Risk-Free product as being used at the respective edition, without allowing its use in the case of the remaining editions.
- 5.4. **For the 2020 Edition, the holder of a product who has opted to swap the Risk-Free product into Anytime Risk-Free product expressly waives the right to request a refund of the product value this year.**
- 5.5. If an Anytime Risk-Free product holder does not request a refund and does not use the product until the 2022 edition, the product will no longer be valid for any of the future editions organized by the Organizer and no refund will be requested.

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

5.6. **Flexi.** The owner of an Anytime Risk-Free product will also benefit free of charge of the Flexi(the ticket holder can transfer the ticket once) service offered by the organizer, as defined in the General Terms and Conditions.

### **6. The Reorganization of the Event**

6.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**

6.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.

6.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

### **7. The Organizers Rights**

7.1. The organizer will have the right to impose an exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the Romanian national currency. The Customer will have the right to buy this currency from the exchange points at the festival and/or by accessing the online top-up facility.

7.2. The buyer expressly gives its consent to the organizer to request and process the buyer's home or residence address in order to send the Festival Access Wristband directly to the indicated address, in order to ensure a more pleasant and efficient way to access the festival. The Organizer reserves the right to offer this option to Buyers in exchange for a fee, as an alternative to the option to pick up the wristband from the announced location by the Organizer prior to or during the Festival.

### **8. Obligation to comply with the Terms and Conditions**

# TERMS AND CONDITIONS

## ANYTIME PRODUCT

- 8.1. All buyers of an Anytime voucher are obliged to comply with the General Terms and Conditions set by the Organizer. The general Terms and Conditions are available to any Buyer at any time for consultation, on the website [www.neversea.com](http://www.neversea.com).
- 8.2. The Terms and Conditions of this section are supplemented by the provisions of the Terms and Conditions of the 2020 edition. **If these Terms and Conditions are contrary to any provision of the Terms and Conditions of the 2020 edition, these Terms and Conditions prevail over those by being applicable to the Buyer.**
- 8.3. The organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website [www.neversea.com](http://www.neversea.com).
- 8.4. The buyer undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

**The section “Terms and Conditions - Anytime Product” was introduced on the 27 of April 2020, and it applies only to the - *Swap to an Anytime Product Risk Free*.**

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

<b>EVENT</b>	<b>ORGANIZER</b>	<b>LOCATION</b>	<b>DATE</b>
<b>NEVERSEA</b>	<b>NEVERSEA S.R.L</b>	<b>Constanta</b>	<b>2-5 JULY 2020</b>

### **I. GENERAL PROVISIONS**

**1.1** The General Terms and Conditions (here in after TCG) apply with regard to the organization and conduct of the NEVERSEA event (hereinafter the Festival), organized by the company NEVERSEA S.R.L. tax registration code: 36944344, registered with the Trade Register Office under no J12 . 183/2017 (hereinafter the Organizer) and contain the provisions that each participant of the event is obliged to respect.

**1.2** By purchasing a ticket or by participating in the festival, the Participant declares that he/ she has read, understood and is obliged to respect the TCG which also includes the Privacy Policy and Cookies Policy.

**1.3** The general terms and conditions are valid for an indefinite period. The participants agree that Neversea has the right to unilaterally modify these TCGs, without prior notification to them. If TCG changes, those changes will take effect immediately upon publication on the Site. The reverse specifies that TCG may be modified after the purchase of the Ticket, even immediately before the Festival.

**1.4** Neversea recommends to the Participants to monitor any changes to these TCGs.

### **II. DEFINITIONS**

2. During their use in this document, the defined terms have the meaning agreed in this section, unless they are otherwise defined in this document:

**a.** Ticket: a certificate issued in any form (on paper or in electronic form), one-day ticket, subscription or invitation confirming the right to a Wristband at the Festival organized by Neversea company. The tickets are non-nominal or nominal and have a unique identification number. By purchasing the Tickets, the Buyers undertake to comply with these General Terms and Conditions, the procedures for registering the Tickets purchased, the rules of check-in and access to the festival, as well as, in

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

general, any other rules for participation in this which are brought to its notice by various means, including directly

through the Site. The purchase of tickets/ Wristbands from areas other than those authorized by the Festival Organizer is prohibited and restricts access to the respective Festival.

**b.** Wristband: a certificate applied by Neversea when validating a Ticket , which offers rights identical to those included in the Ticket and – provided it is secured according to section 3 below – it only certifies that its holder has the right to visit the respective Festival; It is also a special payment instrument within the Festival.

**c.** Ticket Buyer: the person who buys the Ticket at the Festival.

**d.** Duration of the Festival: the duration of any Festival that corresponds to the period of time between the beginning and the end of the Festival. The beginning of the Festival will correspond with the beginning of the validity of the tickets at that Festival which authorizes the first entry to the respective Festival. The end of the Festival will correspond to the conclusion of the validity of the Ticket authorizing the longest stay at the respective Festival. Neversea reserves the right to organize programs or to provide Services for the duration of the Festival.

**e.** Festival – any festival organized and staged by Neversea, made up of all the performing arts programs – music, entertainment and culture – and other free or paid services offered by Neversea in a certain period of time, and in a certain time area.

**f.** Organizer / NEVERSEA – NEVERSEA SRL, a company of Romanian nationality, with headquarters in Cluj Napoca, str. Eremia Grigorescu 122A, Cluj Country, order number in the Trade Register J12 / 183 / 2017, unique registration code RO36944344.

**g.** Contractual Partner: an economic operator or other natural/ legal persons who carries out independent commercial activities at a certain Festival, based on a contractual relationship with Neversea.

**h.** Participants: all persons participating in the Festival, whether they are Authorized Participants or are Unauthorized Participants.

**i.** Authorized Participants: Ticket Buyer and Visitor.

**j.** Unauthorized Participant: a natural person who participates in a particular Festival without having the valid right to enter, including the person who obtains a Wristband in exchange for an illegally Acquired Ticket or the third party who participates in a certain Festival with such a Wristband.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

k. Product: the elements and the rights with pecuniary value that can be purchased from Neversea or other Contracting Partners within the Festival or in connection with it, as well as any vouchers or other similar means that can be offered in exchange for them.

l. Service: any service provided by Neversea or its Contracting Partners within the Festival or in connection with it, either free or paid.

m. Site: Neversea website, respectively [www.neveresa.com](http://www.neveresa.com).

n. TCG : These General Terms and Conditions governing the conduct of the Festival, available both on the Site (as defined above) and at all entries in the Festival Area.

o. Third parties: natural and legal persons, other than Neversea Visitors or Ticket Buyers.

p. Visitor: natural person having the right to enter and participate in a particular Festival.

q. Festival area: any of the locations where the Festival takes place.

### III. LEGAL RELATIONSH

3.1 The present TCG will apply:

- Participation of visitors of Ticket Buyers in any of the Festivals;
- Unauthorized participants.

3.2 These TCGs present the rights and obligations arising from participating in the festival and the relations established between Neversea and the Participants during the Festival, the latter being obliged to respect them, the TCG application helping to guarantee the safety comfort of all.

3.3 Both by purchasing the ticket and exclusively by participating in the Festival, the Participants accept and agree to the conditions of the Organizer to control the compliance of these TCHs.

3.4 The Organizer suggests to the Participants to contact the security team, its representatives, organizers or authorities if they notice any irregularities.

3.5 The TCG presentations will be posted on both the Neversea.com website and at the Festival entrance.

3.6 The Ticket Buyer agrees, by purchasing a Ticket, the Ticket Holder – other than the Ticket Buyer – agrees by legally obtaining the Ticket, and the Visitor – if not



# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

already a Ticket Holder – agrees by receiving the Wristband to be bound through these TCGs. The Buyer of the Ticket – and if a subsequent transfer takes place, the subsequent transferor – will have the obligation to inform the Visitor in this regard when transferring the Ticket, and will be liable for any damages resulting from the omission of the information.

3.7 Unauthorized participants will not have any rights in the relationship with Neversea, as Neversea does not enter into a contractual relationship with them and does not assume any obligations towards them.

### IV. TICKETS AND WRISTBANDS

4.1 Visitors are admitted to the Festival at the times and according to the conditions specified by the organizer in this regulation. By purchasing a valid Ticket each Participant acquires the right to participate in the Festival, having the obligation to know their rights and obligations within it.

Participation in the Festival shall be made by using one of the Following types of Tickets:

- Standard Subscriptions (General access) – they secure Authorized Participant's access in the Festival throughout its term, as of the first day at 14:00 P.M until the end of the Festival (08:00 A.M).
- VIP Subscriptions – they secure Authorized Participant's access to the Festival throughout its entire term starting from the first day from 14:00 P.M. and until end of the Festival (08:00 A.M). Holders of VIP subscriptions have access to a designated bar area with premium drink options and they enter the Festival Area by a special gate.

NB: Access of persons under 18 years of age in the VIP area is strictly prohibited. Contractual partners operating VIP platforms have the right to request minimum consumption for certain areas on the platform.

4.2 One-day tickets – they secure Authorized Participant's access to all the Festival scenes on that day, from 14:00 p.m to 08:00 a.m on the next day, when the Ticket becomes invalid and the Participant no longer has access to the Festival.

### TYPES OF INVITATIONS

4.3 Participation in the Festival can also be made using one of the following types of invitations (which will be considered similar to Tickets):

A. Standard Invitations (General Access) – they secure the Authorized Participant's access to the Festival throughout its entire term, from the first day to the end of the Festival.

B. VIP Invitations – they secure the Authorized Participant's access to the Festival throughout its entire term. VIP Invitation holders have access to a specially designed bar area with premium drink options and short wait times. Access to the Festival for VIP invitation holders is through a special entrance.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

Important! Access to persons under the age of 18 in the VIP area is strictly prohibited. Contractual partners operating VIP platforms have the right to request minimum consumption for certain areas on the platform.

C. One-day invitations – they secure Authorized Participant's access to all the Festival scenes on that day, from 14:00 p.m to 08:00 a.m on the next day, when the Ticket becomes invalid and the Participant no longer has access to the Festival.

! The buyer of the tickets / subscriptions has the obligation not to display online images to the tickets / subscriptions purchased. A Ticket / subscription ensures the access of a single person to the Festival.

! It is strictly forbidden to sell or buy invitations.

4.4 We encourage individuals entering the Festival Area by invitations to donate money (in the designed places). Such amount will be used for charity.

4.5 Tickets provide access to only one person in the Festival.

4.6 The organizer reserves the right to modify the list of artists participating in the festival, both before and throughout the event of the Neversea Festival. Tickets purchased for participation in the entire event day as well as season tickets, give the buyer access to the festival perimeter and not to a specific show / artist.

4.7 Each location, within the scope of the festival, has a limit capacity and access may be temporarily restricted to meet the safety regulations in force.

4.8 Standard tickets / subscriptions can be modified into VIP tickets / subscriptions, with the payment of a price difference, within the limits of the available stocks.

4.9 In the case of the price of a ticket expressed in EURO, the reference rate was set at 4.8000 lei (the sale price of the EURO currency from October 1, 2019, of Transylvania Bank).

4.10 The Organizer reserves the right to change the exchange rate and the price of Tickets without the need for prior notification. Changing the ticket price does not apply to tickets already purchased at the time of the change.

### PROHIBITIONS

4.11 It is strictly forbidden to transmit or post unique series of tickets and / or subscriptions on social networks or other websites of this kind (e.g Facebook).

4.12 Failure to comply with these provisions will result in the cancellations of the commercialized invitations and the prohibition of access to the festival by the responsible persons.

4.13 **IMPORTANT !!!** It is strictly forbidden to sell or buy invitations, as well as to sell tickets and / or subscriptions at a surcharge. The organizer reserves the right to appeal to the legal channels for sanctioning those who be found to carry out such activities, as well as to cancel the respective Tickets / subscriptions.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

4.14 Purchasing tickets and / or subscriptions can be used for commercial purposes, such as for organizing promotional campaigns, offering tickets and / or subscriptions as prizes for competitions, etc. Only with the prior written consent of the Organizer. Failure to comply with this obligation will result in the cancellation of tickets and / or subscriptions used for commercial purposes and the persons responsible for repairing the damage thus created. At the same time, organizing promotional campaigns using the tickets and / or subscriptions to the Festival, without the prior written consent of the Organizer, constitutes a violation of the intellectual property regarding the NEVERSEA Brand.

### CONTRACTUAL PARTNERS

4.15 Tickets are not sold to Authorized Participants directly by Neversea company, and their payment is not processed directly by Neversea. The ticket authorizing the participation in the relevant festival is sold to the Buyer by the In – Town platform, Entertix platform or other Contracting Partners (as this right is transferred by Neversea). All payments are made through the Contracting Partners. The organizer guarantees only the validity of the tickets sold through the networks of these Contracting Partners.

4.16 Additional information regarding the detailed conditions applicable to the purchase of Tickets online or in physical format will be provided by our Contracting Partners when purchasing the good.

4.17 Our Contractual partners sell Tickets at fixed locations, on the ticket purchase interfaces online.

4.18 The Buyer / Consumer will receive information from the Contracting Partners especially regarding the following aspects: taxes and commissions applied to the price established by Neversea, payment and methods of making the payment, invoicing, data processing of the Buyer / Consumer and possibilities of repayment, to the extent in which they exist.

4.19 The tickets purchased online from the Contracting Partners (eTickets) are sent to you as a PDF attached to an e-mail which each Participant is obliged to print and bring with him to the event, or to present the ticket in electronic format (on the phone, tablet or other electronic devices that allow this) when checking-in on-site. Most of the clients of the Contracting Partners receive the PDF tickets within 3-5 minutes after the payment is successfully completed. If your ticket did not arrive by email after 24 hours after placing the order you have the obligation to contact the platform from which you purchased the ticket and to solve this problem within 10 days from the purchase of the ticket, but at the latest one day before the start of the Festival. Neversea is not responsible for this kind of situation, and without a valid ticket, it will not be allowed access to the Festival.

### OTHER TAXES AND SERVICES RELATED TO TICKETS

4.20 The final price paid by the Buyer will consist of the base price of the ticket an in plus it will also include the administration and processing fees, the Red Cross stamp fee, the fees for the collective management bodies.

4.21 Neversea is not responsible for the administration and processing fees that may differ depending on the platform from which the tickets is purchased and the Contractual Partners from which the consumer / buyer purchases the good.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

4.22 Neversea is not responsible for the extra services offered by the Contracting Partners. Additional services of the type – Risk Free, Care Tix, are offered by Neversea, which is obliged to return the value of the ticket to the buyer, in case of request and non-presentation at the event and to the extent that the buyer opted for this service and paid the related taxes.

2.23 Except as provided in art. 4.22, the money from the tickets purchased for this event will not be returned, the purchase of tickets to shows being exempted from the application of the right of withdrawal regulated by the Government Emergency Ordinance 34/2014, in accordance with art. 16 lit I) of this normative act.

2.24 The Organizer assumes no responsibility for the loss or theft of the Ticket and/ or the subscription. The organizer is not obliged to refund the amount of money or to replace the Ticket and / or the subscription in case of loss or theft of the Ticket and / or the subscription.

### V. CHECK-IN OBLIGATION

5.1 To be allowed access to the Festival Area, the holder of valid Access Ticket has the obligation to check the purchased Ticket. The buyer of the ticket has the possibility to check in two ways: online or on-site (at the location).

5.2 The Check-in can be done for a fee on-site (at the entrance of the Festival Perimeter) or free of charge under certain conditions set out the present TCG in the online environment (on the website [www.neversea.com](http://www.neversea.com) or through the Neversea application).

5.3 On-site check-in (at the location of the event).

5.3.1 The on-site check-in will be carried out by the Contracting Partners of the organizer, who use the infrastructure and their own staff.

!!!Attention : On-site check-in will be possible every day of the festival between 14:00 P.M. – 06:00 A.M., and will allow access to the festival, with the wristband, until 08:00 A.M.

5.3.2 On-site check-in will be done at a cost at the Ticket validation points. The fee for the on-site check-in service is EUR 25 and will be paid at the time when the buyer will be presented with the identity document, in original.

5.3.3 Attention!!! The scanning of the identity document (identity card / passport) is done only partially, being collected only data consisting of : name, first name, sex, country / place of origin, date of birth, nationality, and photo on the identity document, without the retention of data such as: personal numeric code, serial number and bulletin number or any other sensitive data.

For more details on the personal data that are processed by Neversea please read our Privacy Policy.

5.3.4 If the Ticket holder does not wish to have his identity document scanned, an operator will record the data provided by the person concerned, based on the identity document originally present on the spot.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

5.3.5 Each valid Ticket holder, who checked in and showed up at the Festival Zone entrance, receives a wristband (whose color is according to the type of the purchased Ticket) to which the data collected in the process are attached, check-in. After performing the process of changing the Ticket with a Wristband, Wristband will confer the rights and obligations provided by the Ticket.

5.3.6 Neversea will register the Visitor's wristband, during the entrance procedure, provided that the Visitor has validity checked the Ticket.

5.3.7 Wristbands are non-transmissible.

5.3.8 Visitors have the obligations to wear the Wristbands, for the duration of their validity, on the wrist or, in exceptional and well-justified cases, in another visible place, provided that the Wristband cannot be removed without being damaged. The festival organizers can inspect the Wristbands at the entrance, at the exit and throughout the entire scope of the Festival, for the entire duration of the Festival.

5.3.9 The visitor is fully responsible for any damage or loss of the Wristband.

5.3.10 Damaged bracelets, which have been resealed or cut, whose locking system has been opened, those with a diameter larger than the wrist or in which they have intervened, are NOT valid, and the organizers reserve the right to retain them in this way, to deny people access to the festival and to claim the situation of the competent authorities.

5.3.11 The reverse will not replace the damaged or lost Wristbands unless the Participant can prove that proof of purchase, of the ticket, correlated with that Wristband legally. Participants who cannot make this proof lose their right to be in the Festival Area, being excluded from it.

5.3.12 In the event of loss, deterioration of any kind of the Wristband, the Participant is obliged to purchase a new Ticket for that day if he wishes to remain within the scope of the Festival.

5.3.13 If the Wristband appears to have been fraudulently damaged, the Organizer has the right, in addition to the rights provided in art. 5.3.9, to oblige the Participant to purchase a one-day Ticket, regardless of whether the Participant can prove the purchase of a ticket legally and regardless of whether or not he wishes to remain in the Festival Area. This right can be exercised in a discretionary manner, and depending on the availability of tickets for that Day.

5.3.14 If, upon access to the Festival Area, the Ticket holder is suspected of illegally acquiring the Ticket, Neversea expressly reserves the right to request the Ticket holder to present evidence (documents and / or certificates) to verify the legal acquisition or acquisition to the Ticket, as well as the right to evaluate whether they are valid and compliant, and the absence of a satisfactory document or certificate, it reserves the right to invalidate the Ticket without any obligation to reimburse the purchase price and to refuse the entry to the respective person in the Festival Area.

5.4 Check-in online

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

5.4.1 The Online Check-in process the registration / assignment of a valid ticket in an account created by the Visitor, through the site or the Neversea application and the provision of personal data request for this purpose. The online check-in process is free only in the first 30 days form the purchase of the ticket, after which a fee of 15 EURO will be charged. Neversea encourages all Buyers to check in online at the time of purchase of the ticket to avoid paying additional fees and to ensure smooth access to the festival. Payment of the online check-in fee will be made through secure payment platforms.

A. Online check-in for tickets purchased form the office environment – Partners

5.4.2 When conducting the online check-in for tickets purchased from the offline environment – from one of the Festival’s partners, the ticket holder has the option to scan the barcode directly with the phone or enter it manually.

5.4.3 Multiple subscriptions / tickets cannot be linked to an email address.

5.4.4 It the after the check-in, the ticket holder can no longer reach the festival, he has the option to transfer the ticket to another person. The transfer is made by filling in the details of the person who will receive the ticket. In this situation, the original owner assumes the correctness of the data entered and waives any rights to the transferred ticket. The transfer / editing of the fata from a ticket on which the Check-in is already done, is possible only after paying a fee of 15 Euro.

B. Check-in Online for tickets purchased online

5.4.5 To perform the online check-in, the ticket holder must create an account on the site / in the Neversea application (Check-in area an Top-up Online), entering the email address he used when purchasing the ticket (s).

5.4.6 After successfully completing the data, the user will receive an email to the address entered, in order to validate his account. After validating the account, the user must log on to the Top Up and Online Check-in platform. After successfully logging on to the Check-in and Top Up Online platform, the user will be shown all the tickets he has purchased. The user will have to select the ticket for which he/she is to check in online.

5.4.7 Check-in can only be done for one person and only one ticket.

5.4.8 After selecting the ticket, the user must upload a picture (ID type) and fill in the following identification data: name, surname, phone number, sex, date of birth, country and nationality.

5.4.9 Users who are not yet 18 years old are obliged to download and fill the Parental consent form.

5.4.10 When conducting the Online Check-in, the Visitor is solely responsible for the correctness of the data entered. The organizer has the right to verify on the spot whether the data entered by the visitor correspond with the data on his identity card.

5.4.11 At the latest at the time of the Online Check-in, the User acknowledges and agrees to the Festival Terms and Conditions, posted in the website [www.neversea.ro](http://www.neversea.ro).

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

5.4.12 If the user has purchased several tickets and wants to check in for the other tickets, he may do so by passing for each ticket separately, the data of the persons who will use the tickets. The holder of the ticket group is directly and solely responsible for the correctness of the data entered.

### **VI. TRANSFER POLICY ON A TICKET**

#### **6.A TRANSFER OF A TICKET WITHOUT CHECK ONLINE**

6.1 The transfer is free before the check-in.

6.2 If the ticket holder wishes to transfer the ticket to another person, he must select the Ticket Transfer option on the site or in the Neversea application, for the ticket to be transferred. This way the person receiving the ticket will be able to check in online.

6.3 In order to carry out the Ticket Transfer, the owner will have to complete the data of the person who will receive the ticket (name, surname, email, telephone, locality).

6.4 The holder of the ticket is OBLIGED to ensure that the Ticket (either in physical or electronic format) reaches the possession of the person to whom it wishes to transfer it. This will be achieved through a separate action, which assumes that the initial owner will send the ticket he / she has:

- if the ticket was purchased online – the original owner redirect the email containing the PDF with the ticket to the email address he / she completed when he / she chose the transfer option.
- if the ticket was purchased in physical format – the original owner will send or hand in personally the ticket he wishes to transfer to the person to be received.

6.5 The new Owner must ensure that, in addition to the notification email, he also receives the Effective Ticket – either in electronic form by email or in physical format. Access to the event will be based on an identity document and the ticket with a valid bar code.

6.6 The new owner will have to follow all the steps for the online check-in for the transferred ticket.

6.7 For information and support, the user can send an email to [ask@neversea.com](mailto:ask@neversea.com).

6.8 After successfully completing the online check-in, the user is presented at the Festival, at the Online Check-in tent, together with the ticket (in physical format or on the phone) and with a valid photo ID (book) identity card, passport.

#### **6.B TRANSFER / EDIT OF A ONLINE CHECK-IN TICKET**

6.1 The holder of a ticket, who has completed the Online check-in for the ticket, has the possibility to edit or transfer the ticket.

6.2 In order to make the transfer, the holder of the ticket must log in to the account he created when completing the Online Check-in and select the Edit option.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

6.3 After the payment of the 15 Euro fee, the ticket holder will have the option to Edit the data already completed at Check-in Online or to Transfer the ticket.

6.4 If it is desired to edit the data, the ticket holder will only have to replace the already completed data with the new data.

6.5 If the ticket holder wishes to carry out the Ticket Transfer, he must select "Transfer Ticket" and follow all the steps described in point 6.A

6.6 Once the owner has transferred the ticket to another person, he accepts and assumes that he renounces all the rights he had on the ticket.

6.7 For information and support, the user can send an email to [ask@neversea.com](mailto:ask@neversea.com).

6.8 After successfully completing the online check-in, the user is presented at the Festival, at the Online Check-in tent, together with the ticket (in physical format or on the phone) and with a valid photo ID (book) identity card, passport.

### **VII. ONLINE TOP-UP**

Online Top Up is a service provided by the festival to users and involves the action through which a user who has validly made their online Check-in can upload their ticket by online payment, and that amount will be transferred to their festival Wristband.

Online TOP UP can only be made with cards with activated 3D Secure.

#### *1. Pre-Festival Online Top Up – for users who have already made their Check-in*

A user can opt for the Pre-Festival Online Top Up service only if they have already made their online check-in for a ticket and a bank card with activated 3D Secure.

For performing their online top-up, the festival goer has to complete the following steps:

- After successfully completing their Online Check-in, the user will have the option to deposit money on their ticket, by selecting the TOP UP Service.
- The user has to fill into the "Deposit on your ticket" field the amount of money they wish to deposit on their ticket:
  - Minimum 50 lei/ transaction
  - Maximum 5000 / transaction
  - Maximum 10000 total top-up
- After entering the amount the user wishes to deposit on their Wristband, they have to select the deposit button.
- The user will be transferred to a secure payment page, where they will have to enter the card data and the ticket, but also the amount of money that will be activated.
- After successfully making the payment, the user will be able to view the total amount deposited on the ticket, but also the amount of money that will be activated.



# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

7.5 After completing the online Top Up, the amount of money on the Wristband will have to be activated at any of the traders inside the Festival or at Credit Points, by pressing key 7 on the SOP.

7.6 After activating the top up, the User can spend the money in the festival, at any time, during the entire period of the festival.

7.7 If the user has spent all his money, he can repeat the same steps described above to reload his Wristband or move to any loading point – credit Point inside the Festival.

7.8 During the festival, the user has the option of auto-top up. If this option is active, when the credit falls below 100 lei, the user's festival account is automatically loaded with another 100 lei. Upon successful completion of the transaction, the user will receive a confirmation email.

Top Up Online during the festival – for users without Check-In Online

7.9 A festival goer who has not checked in online, can benefit from the Top Up Online service, if he creates an account in the NEVERSEA application / site, using the same email address form which he purchased the ticket. When creating the account from the email address form which the ticket was

purchased, the data for the online check-in will be automatically filled with the data that the festival has provided at the check-in at the location.

7.10 After completing these steps, the user will be able to top up online, following the steps described above.

### **VIII. GENERAL RULES FOR ACCESS TO THE FESTIVAL**

8.1 Entrance to the Festival is possible only through the established places and times, exclusively for the authorized Participants.

8.2 Access to the Festival Area is made only at the specially arranged entrances, in compliance with the procedures for registering the purchased Tickets, the check-in and access rules, provided by the present TCG.

8.3 Access to the Festival Area will be made according to the type of ticket purchased.

8.4 The participants have the obligation that, besides the Ticket, they have identity papers on them.

8.5 At the request of the security team or representatives of the Organizer or other competent bodies or authorities, the Participant has the obligation to present the access documents and identity documents.

8.6 The present TCG will be displayed in a visible place at the entrance to the festival and in other public areas within the festival.

8.7 In order to ensure the safe running of the Festival, Neversea reserves the right to restrict the type of objectives and devices that may be brought to the Festival area.

Therefore, it is forbidden to enter the Festival with the following objects:

- Drugs

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

- Bottles (including perfume or deodorant bottles);
- Cosmetic products (beach cream is allowed);
- Backpacks or bags larger than 29cm x 21cm x 12 cm ;
- Beverage cans;
- Canned ;
- Fireworks;
- Lasers;
- Sprays;
- Banners supported by sticks;
- Chairs;
- Knives, weapons, blunt objects;
- Chains;
- Pyrotechnic articles;
- Food or drink;
- Animals;
- Umbrellas (in case of rain it is recommended to use pilgrims);
- Flammable or explosive materials;
- Professional cameras or videos, including any type of DSLR camera or removable lens;
- Any kind of objects that may injure other Participants.

8.8.1 Access is allowed with:

- Drugs
- Insulin
- Drops – for medicinal use;
- Asthma inhaler spray.

8.8.2 Presence with any of the products mentioned in 8.8.1 it is allowed only if they are accompanied by a medical letter or any other replacement document and with a maximum daily dose.

8.9 Due to the very strict rules regarding the prohibited objects, the persons responsible for security and monitoring of the Festival will thoroughly search each Participant and any prohibited objects discovered after the verification will be stopped at the gate, without the Organizer assuming responsibility for them.

8.10 All Participants are advised to consult the list of prohibited objects and not to hold such objects in the Festival.

8.11 Regarding the lost objects, the Organizer will arrange a special space where such objects can be brought and from which each owner can recover his goods within 72 hours, but not later than the first day after the Festival ends – time 10:00 AM.

8.12 The organizer has the possibility, but not the obligation, to photograph the lost objects and to expose them on social networks, as the case may be, insofar as this action would not violate the legal norms regarding the protection of personal data.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

8.13 After the first day after the end of the Festival, at 10:00 AM, all unclaimed items will be handed over to their issuers (for example: identity card, birth certificate, etc. to the attention of the Municipal Police; bank cards to the issuing bank's attention). Objects without identifiable issuer, regardless of value, will be donated for charitable purposes, as far as possible and depending on the nature of the objects.

8.14 The Organizer is not responsible for the goods of the Participants or for any damage caused to them.

8.15 Entrance by car, rollers, skateboards, bicycles, hoverboards and other similar goods is forbidden in the Festival Area.

8.16 For the convenience of the participants, the organizer reserves the right to temporarily stop access to certain areas, if he considers that the areas have reached their maximum authorized capacity.

### **IX. MINORS AND PERSONS WITH DISABILITIES**

9.1 The consumption of alcoholic beverages, cigarettes and drugs is forbidden to minors.

9.2 Minors will receive Wristbands of a different color, which will allow to be easier to identify.

9.3 Minors under 7 years old have free access to the Festival, in the company of a parent. At the request of the persons responsible for security and monitoring, as well as of the representatives of the Organizer, the attendant is obliged to present documents (student card, passport or any other document containing the minor's picture) that attest the minor's age.

9.4.1 The access of minors between 7-14 years will be made only on the basis of a valid Ticket and only in the company of a parent.

9.4.2 A parent may accompany a single minor under the age of 14 years.

9.5 The access of minors between 14-18 years old will be made only on the basis of valid Ticket and the ID.

9.6.1 An adult is required to assume responsibility for a minor and is required to complete and sign the "Declaration of Commitment" available at [neversea.com/parentalagreement](http://neversea.com/parentalagreement), without which the child will not be allowed to enter the Festival Area, regardless of whether or not he has an attendant.

9.6.2 The responsible person will provide in the commitment statement contact details to which he can be contacted in emergency cases.

9.6.3 The Organizer assumes no responsibility regarding the verification of signatures, respectively the way of signing the declarations, these aspects remaining in the burden / responsibility of the persons presenting the statements.

9.7 In some areas of the Festival, the access of minors under 18 is strictly forbidden (for example : VIP area).

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

9.8 Due to the very loud noise produced during the Festival, the Organizer does not recommend the presence of children under 7 years old at the Festival.

9.9 Minors under 4 years old must wear antiphonal headphones.

9.10 Exceptional situations when discounts / gratuities are granted to a certain category of minors or other Participants will be duly reported by the Organizer on the Organizer's website or by any other means that will ensure the communication of these situations to the data subjects.

9.11 In case of persons with disabilities in a disability category, they benefit from the following facilities within 150 – 4 Day General Access ticket:

- children with disabilities and their companions receive a free 4 Day General Access ticket for the Festival.
- adults with severe and severe disabilities and their companions benefit from a free 4 Day General Access ticket.

9.12 In order to benefit free of charge, adults with disabilities (or in the case of minors, their legal representatives) must send a request to express their wish to participate in the festival and fill a declaration on their own responsibility, with the classification in the degree of disability, and sent it at [hello@neversea.com](mailto:hello@neversea.com). If the persons with disabilities will receive a free 4 Day General Access ticket, they will receive an email form the Organizer for this purpose. These persons are subsequently obliged to present in the original, in the access point mentioned in the confirmation email received, the certificate of classification in the degree of disability and the identity card for validation.

9.13 The free access of persons with special needs is made only on the basis of the identity document, the certificate of inclusion in the degree of disability and the confirmation received by email from the Organizer.

9.14 Incomplete application and / or requests sent to other email addresses will not be considered.

9.15 The Organizer reserves the right to refuse access to the festival for persons with disabilities who do not present these documents in the original, as well as if the representatives of the Organizer have justified doubts about the validity or authenticity of the presented documents.

9.16 Registration period in order to benefit from the gratuity provided in art. 9.11 is 22.10.2019 – 31.03.2020. All applications sent outside this period will not be considered.

9.17 Taking into account that this facility can only be granted within a limited number of places, taking into account the total capacity of the Festival as well as the safety and security norms, as provided in art 9.11, the gratuity will be granted according to the order of receipt of the applications.

9.18 At the time and when the number of 150 applications that meet the conditions specified above is reached, the Organizer will show in the present TCG that the maximum number of free tickets granted for persons with disabilities has been reached, and since that time The organizer will no longer will respond to requests addressed in this regard.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

9.19 People with serious disabilities are always obliged to come to the Festival for personal safety reasons.

9.20 The organizer recommends that all minors and persons with disabilities come to the Festival.

9.21 The Organizer will not be held responsible for any incident or accident concerning minors or persons with disabilities. The entire responsibility for them belongs to minors / persons with disabilities and / or parents / legal representative or caregiver. The organizer draws the attention of the parents / legal representative or persons exercising parental authority to the fact that they have the obligation to supervise the minor and will be held liable for any damage resulting from non-compliance with this obligation.

9.22 In the attention of people with locomotor problems, who use a wheelchair for traveling: only in certain areas of the Festival are provided entrances with wheelchair facilities, these being marked on the Festival map.

### **X. BEHAVIOR DURING THE FESTIVAL**

10.1 In the Festival Areas, visitors have the obligation to refrain from all actions, statements or behavior that may endanger the life, health or physical integrity of other persons or which may violate their personal rights.

10.2 Any form of economic, commercial or advertising activity in the Festival Area – including in the area in front of the Festival gates – is prohibited without the prior written permission of Neversea. If the Organizers find that such activities are carried out within the scope of the festival, they reserve the right to remove the persons concerned and to prohibit their access of the festival.

10.3 The sale of alcoholic beverages must comply with the provisions of the law, and so such drinks may be offered to minors under the age of 18 and to persons who are intoxicated by any seller within the Festival. The organizer's Business Partners will serve drinks (soft drinks or alcohol) exclusively in open containers (aluminum or plastic).

10.4 The use of substances classified as drugs is prohibited in the Festival Area and is punished by law.

10.5 Neversea reserves the right to introduce a system at the Festival where alcohol can be offered to the Visitors only if the Visitor concerned presents a certification or an act stating that he has the right to consume alcohol (e.g. the identity card certifying his age).

10.6 Any demonstration of any kind, not related to the Festival organized by Neversea, regardless of the number of participants, is prohibited, unless Neversea has given prior written approval in this regard. This approval is granted by Neversea at his free choice, based on the prior request of the organizer of the respective demonstration. If an approval is obtained, the participants are obliged to comply with the present TCG and to behave in a way that does not disturb, prevent, limit or make the entertainment of other ability to exit the Festival area, as well as the use of Services and / or Products by other Visitors.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

10.7 Neversea has the right to terminate the demonstration (both those authorized in accordance with the above and those not expressly authorized).

Without giving a reason in this regard Neversea has the right to determine the conditions of the demonstrations, in particular the number of participants, their location and duration, at their free choice. If Neversea declares the conclusion of a particular demonstration, participants are obliged to immediately stop the demonstration. If Neversea sets conditions for an authorized or recognized demonstration as described above, participants are required to fully comply with these conditions.

10.8 In the Festival Area, authorized and appropriately qualified employees of Neversea or its Contracting Partners, as well as the employees or partners of the Partners, will ensure the application of the rules of conduct and safety. Visitors are expressly committed, by virtue of their participation in the respective Festival, that they will fully cooperate with these persons within the limits of the law and will respect their instructions during the Festival in case of emergency or if other significant circumstances (e.g. for reasons of public health) justifies it.

10.9 The Festival can use both Free Services and Products and Services and Products for which payment is received. Visitors are obliged to pay all the Services and Products for which payment is received and assume the responsibility for the immediate payment of all prices and purchase fees due.

10.10 Visitors will make the payment of the Products and Services for which payment is received using the payment methods offered by Neversea or the Contracting Partners. If Neversea so decides in relation to any area of the Festival, all prices and purchase fees will be payable exclusively by the methods designated by Neversea, instead of cash.

### **XI. VIDEO SUPERVISION AND PROCESSING OF PERSONAL DATA**

11.1 For security reasons, the Festival Area is supervised with video cameras by the Contracting Partners of Neversea. The processing of your personal data taken over the surveillance video cameras takes place whenever you are in the Festival, and by participating at this Festival the Participant explicitly gives his consent for this processing. Also, the concerts as well as the entire festival can be video recorded or photographed by our contractual partners, for marketing and advertising purposes, as mentioned in Chapter XV.

11.2 The categories of the personal data processed, the means, the purposes of the processing, as well as the entire policy of Neversea regarding the processing of personal data are found in the Privacy Policy of the Festival Neversea 2019-2020 available in the separate section Privacy Policy.

11.3 According to the EU Regulation 679/2016 (GDPR) individuals can exercise the following rights: the right to be informed, the right of access, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object to processing, the rights in relation to automated decision making and profiling.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

11.4 For the exercise of these rights you can address a written request to NEVERSEA SRL, dated and signed at [dpo@neversea.com](mailto:dpo@neversea.com).

11.5 In case you consider that your personal data are processed differently than in accordance with the applicable law, please contact us at the e-mail address – [dpo@neversea.com](mailto:dpo@neversea.com) or you may also contact the National Supervisory Authority for the Processing of Personal Data Personal (ANSPDCP) at [www.dataprotection.ro](http://www.dataprotection.ro).

11.6 For more details regarding the processing of personal data, we encourage you to read our Privacy Policy.

### **XII. PRODUCTS AND METHOD OF PAYMENT**

12.1 In the Festival Area there will be points from which the Participants may buy the Products and Services made available by the Organizer.

12.2 In the Festival Area the participants have the obligation to use only the payment methods and instruments established by the Organizer and mentioned in the present T&Cs.

12.3 The payment method for the Products and Services offered in the Festival Area are the multipurpose vouchers used by means of payment devices (RFID), made available by Neversea, Raiffeisen Bank and VISA, through the Festipay service, respectively Bratara.

12.4 Upon entering the Festival Area, each Participant will receive for access purposes a Bracelet (with the integrated payment system) with which the Participant can purchase the Products and Services available within the Festival. In the Festival Area payments in cash are strictly forbidden, except for the Credit Points areas previously established by the Organizer.

12.5 These payments instruments are considered as MPVs (multi-purpose vouchers), as defined by the European Commission, due to the fact that in exchange for Credit Points on the Payment instrument, the Participant may purchase services / products that have different VAT rates, in this case, the VAT collection is made when using the credit points. At the same time, the issuance of fiscal voucher and / or an invoice for the purchased Product / Service is in the responsibility of the merchants, our Contractual Partners. If a Participant wants a tax invoice for the Products / Services purchased during the Festival, he / she has the obligation to keep all the tax receipts from each trader (Contractual Partner) in order to then request the subsequent tax invoice from the respective Contracting Partners.

12.6 The Organizer has the option to provide the visitors with the proof that the transaction (deposit or withdrawal of funds) was made.

12.7 The procedure regarding transactions in the electronic system during the Festival is as follows:

a) Upon entering the Festival Area and after obtaining the Bracelet we recommended that each Participant goes directly to one of the 25 credit Points to load their Bracelet with credit points.

b) The bracelet will be the only payment method within the Festival.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

- c) The conversion for this MPV (multi-purpose voucher) is 1 leu – 1 credit point.
- d) For each top-up, the Organizer has the possibility, but not the obligation, to hand to the Participant a proof for the amount deposited on the Bracelet.
- e) Damaged bracelets can be disabled and replaced with other bracelets at the Help Desk – Credit Point, located in the Festival Area (near The Temple Stage) for the entire duration of the Festival, taking into account Art. 5.3.11.
- f) After obtaining a new Bracelet from the Help Desk – Credit Point, the amount held by the Participant on the damaged Bracelet will be transferred to the new Bracelet.
- g) The participants have the opportunity to load their bracelet as many times as they wish, but each top-up must have a minimum amount of 1 leu.
- h) The participant has the right and the opportunity to check the amount available on the Bracelet at any Contract Partner in the Festival Area or at any Credit point.
- i) Bracelet loading / reloading can be done either by cash by cash, via bank card or through the [www.neversea.com](http://www.neversea.com) platform (for bank cards issued under the Visa, Visa Electron, Mastercard, Maestro issued by any bank in the world), according to the Chapter “Check-in and Top Up Online” of these T&Cs.
- j) In case of bracelet uploads / reloads through the Site, the Participant assumes full responsibility for the card data entered in the platform.
- k) At the first payment made with the bank card, the security code 3D Secure will be requested. If the first payment is authorized, the subsequent payments can be made without the 3D Secure security code.

12.9 The online shop <https://www.neversea.com> uses the Raiffeisen Bank – EuPlatesc services for online transactions.

12.10 The online payment with your personal or company card can be made under full security conditions. The cards accepted for payment are VISA (Classic and Electron) and MASTERCARD (including Maestro, if they have CVV2/ CVC 2 codes).

12.11 Payment is based on a secure online transaction processing system that offers confidentiality, security and simplicity in the purchase of products and services over the Internet. The processing of the card data is done exclusively through the bank.

12.12 The online store <https://www.neversea.com> does not request and does not store any details regarding your card.



# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

12.13 IMPORTANT!! There is no commission for bank card payments!

12.14 Purchase of Products / Services form Traders (Contractual Partners)

- a) The Participant chooses the desired Product and then the respective Contracting Partner checks the credit amount in the POS.
- b) Each Participant has the obligation to verify the amount introduced by the contracting Partner in the POS and after the verification the Participant will reach the chip on the Bracelet the POS for making the payment – contactless card-reader terminal.
- c) The Contracting Partners will have obligation to issue tax receipts to the Participants clients (and invoices, at the Participant's request).

### **XIII. REFUND – Refund of the remaining money from the Bracelet at the the Participants clients (and invoices, at the Participant's request).**

13.1 The REFUND process represent the action whereby a Participant recovers his remaining money from the bracelet, under the conditions imposed by the Festival are met.

13.2 The unused amounts on the RFID bracelet can be exchanged for money, through the process called REFUND, if all the conditions imposed by the Festival are met.

13.3 Refund can be done in 2 different ways:

#### A. Refund on site

13.4.1 Refund the remaining amounts at any of the Credit points from the festival, anytime during the festival period, but not later than 6 of July 2020, 10:00 a.m. Any request coming after this date and time expressly indicated, will not ne taken it on consideration by the Organizer. In this situation, the Organizer cannot be geld guilty for not restoring the amount to the participant, being the exclusive duty and obligation of the Participant to respect the date and time until he can make the request for the refund of the unspent money on the bracelet. IF the Participant foes not make the request within this time limit, he/she is the only one responsible for the non-refund of the money, the Organizer being free of any responsibility for this non-compliance.

13.4.2 The amount refunded is the entire amount remaining on the RFID Bracelet (including the money resulting from online transactions).

13.4.3 In order to carry out the Refund, the Participant must wear the bracelet on his wrist and must ensure that it does not show any traces of compromise (except the cases agreed by the Organizer and presented in this Regulation).

#### B. Refund online

13.5.1 The online refund process refers to the return of the amounts that come ONLY form online transactions. The refund will be made on request, by completing a form by the Participant. The refund will be made in approximately 14 days after the form is completed, directly on the card on which it was made the online upload transaction.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

13.5.2 The participants are obliged to correctly complete the form and to verify the data completed.

13.5.3 The Organizer is not responsible for the refund if some of the information is not valid.

13.5.4 For the online refund of unused amounts, a commission of 5 RON is charged – processing fee, automatically withdrawn from the festival account.

13.5.5 The REFUND form can be completed by July 10, 2020. Any request received after this date will not be considered by the Organizer. In this situation, the Organizer cannot be held guilty for not refunding the Participant, being the exclusive duty and obligation of the Participant to respect and address the request for refund within the time granted by the Organizer. If the Participant does not make the request within this time limit, he / she is the only one responsible for the non-refund of the money, the Organizer being free of any responsibility for such action.

13.5.6 If a user has made a Top Up before the Festival begins and wishes to use the REFUND service before the beginning of the Festival, he/she will be able to do so only in exceptional situations, according to the present TCG.

13.5.7 In case the Participants does not wish to withdraw the unspent amount form the bracelet, it has the possibility to donate the respective amount to a CSR campaign or to an Association that works in collaboration with the Festival. The Participant can choose to donate the remaining amounts on the bracelet, when filling in the REFUND Form.

13.6 REFUND order for the situation in which the top up was made with several bank cards.

13.6.1 each transaction is associated with a bank card. If two transactions are made on two different cards, the money will first be debited form the first card which the top-up was made. For example, if you first load 100 Ron from a card and then 100 Ron from a different card and spent 80 Ron in the festival, the rest of the amount remaining on the bracelet account will be 120 RON. At REFUND, 20 RON will be returned for first transaction (the first card form which the top up was made online) and 100 RON for the second card, respectively for the second online transaction.

13.7 REFUND in the situation where the festival has made both top up online and top up location.

13.7.1 If there are money on the bracelet, the Participant will be able to obtain online refund only in the amount of the transaction he/she made online.

For example, if there is an online top-up of 50 RON, and on site there is a top- up of 150 RON, the balance of the bracelet will be 200 RON. If 70 RON is spent during the festival, a total of 130 RON will remain on the bracelet. From this amount, the Participant will be able to get online REFUND for only 50 RON, and the rest of money will be withdrawn at one of the Credit points form the Festival, but not later than July 8, 2019, at 10:00.

13.8 The Participant will permanently have access in the account created by him, to see the amount of money he/she has on the bracelet and the amount of money related to the online top-up. Thus, the Participant is constantly informed about the amount of money that he/she can request through online REFUND.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

13.9 In case the Participant has not withdrawn its money from the bracelet on site or has not filled in a form requesting online refund or donation of the remaining amounts until July 8, 2019, 10:00 am for on site refund and up to July 12, 2019, 11:59 pm for online refund, these amounts become the property of the Organizer.

### **XIV. SECURITY AND HEALTH**

14.1 Given the size of the Festival, the Organizer shall take the appropriate measures so that the Participant are informed on the prevention and protection measures and activities in the Festival Area.

14.2 Everyone must behave in a civilized manner towards the other Festival Participants.

14.3 To the extent that the Organizer considers that one Participant endangers the safety of the other Participants or creates a situation of discomfort for them the Organizer has the right to retain the Participant's bracelet and to request the assistance of the Police to escort that Participant out of the Festival and not to allow him/her back into the Festival.

14.4 Government agencies, the Ministry of Internal Affairs institutions or other authorized bodies may offer the Organizer a negative advice regarding the access of a ticket holder to the Festival. In this case, the Organizer is entitled to refuse entry into the perimeter of the event of the Buyer, and the latter will no right of compensation.

14.5 In particular for a proper development of the Festival, the Participants have the following obligations:

- a) to promptly notify the security team and/or the Organizer's representatives on any situation they have solid reasons to believe that it endangers Participant's security and health.
- b) to notify the security team and/or the Organizer's representatives on any incidents that the Participant may have incurred
- c) to cooperate with the security team and/or the Organizer's representatives, the competent authorities, the volunteers to allow the proper development of the Festival, with no security and health risks.
- d) to comply with security and health laws and implementation measures.
- e) participants who see fire must announce by any means the security team and/or Organizer's representatives in order to confine and extinguish the fire.
- f) in case of fire, each Participant is bound to help and provide assistance.
- g) smoking in the closed environments from the Festival Area is strictly prohibited.

### **XV. RECORDINGS CARRIED OUT WITHIN THE FESTIVAL**

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

15.1 The Organizer holds the rights of image over the entire Festival and may use the photo and video images taken both by its own staff and by the participants, in various materials made during the Festival.

15.2 Visitors acknowledge that Neversea its contracted Partners as authorized by Neversea, associates, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Festival.

15.3 Therefore, all Visitors, by virtue of their participation in the Festival, grant to the Organizer, the express permission of the recording and publication of their image, appearance and actions. The person in charge with the registrations in accordance with the above rules will obtain transferable and exclusive rights of use which are not restricted in time, geographical location and usage regarding the Visitors record/ photos, but any presentations of the respective images must be related to the Festival.

15.4 Neversea and persons authorized by Neversea have the unrestricted right to make profit, to use (in particular for the purpose of promoting the Festival), to copy, to publish, make public, broadcast to the public and distribute such recordings of Visitors, free of any charge for Neversea and for the persons authorized by Neversea without having to provide any consideration to Visitors.

15.5 Visitors expressly note that Neversea may:

- i) record the Festival, the concerts and any programs within the Festival
- ii) copy the recordings and distribute them on image-bearing media, any broadcast them or otherwise make them public and may do so in a manner repeatedly including by informing the public about the Festival, concerts and programs, by means of cable data transmission or by any other means (i.e through YouTube), so that members of the public can individually choose the place and time of access.

15.6 Visitors are not entitled, within the limits of the legal provision, to make claims against Neversea concerning recordings and their publication as set out above.

15.7 Visitors have the right to make audio and image recordings at the Festival, but only with the aid of a sound and image recording tool incorporated in a telecommunication device used for personal purposes (for example, a mobile phone or tablet) or with other non-professional equipment.

15.8 Visitors may not, without the prior agreement of Neversea, sell, use in exchange for a price or use for commercial purposes free of charge, the image and voice recordings they have made, to identify the Visitor appearing in those recordings without their consent or to violate the personal rights of other Visitors.

15.9 Neversea is not responsible for the violation of the above-mentioned rules by the Visitors.

15.20 The Organizer reserves the right to establish areas / locations with prohibited photography / filming. In case of non-compliance, the Organizer has the right to confiscate the camera / or the video equipment until the end of the Festival and to delete the respective recordings.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

### **XVI. LIMITATION OF LIABILITY**

16.1 Neversea makes no guarantees regarding the access duration process, given the large number of visitors!

16.2 Neversea recommends that all participants check in online at the time of purchase of the ticket and come to the Festival at least a few hours before the concert they wish to see.

16.3 Neversea makes no warranty regarding the possibility to enter at the Festival at a desired time or of the possibility to attend the concert in time or of the quality of enjoyment, and explicitly excludes reimbursing the Ticket price, granting a further reduction or payment of any damages or compensations.

16.4 Within the Festival, the Organizer has the right to make any changes to the program (artistic, organizational, etc) unilaterally, depending on different situations that may occur during the course of the event.

16.5 Neversea reserves the right to modify, restructure and further develop the Festival, the Services and Products offered within the Festival, at its choice. Visitors have no right to make any claims against Neversea in respect to these modifications, restructuring or further developments.

16.6 Therefore, Neversea will not guarantee to Visitor the availability, content, quality and quantity of the programs and Services, such as the performance of a certain artist, the fact that the performance of a certain artist will be according to the Visitor's expectation or the opportunity to participate in a certain artistic program and/or at a specific location. These elements can be shaped according to the special characteristics of the venue, the extraordinary situations that may occur and the equipment therein (like the holding capacity of a given venue).

16.7 However, Neversea will make every effort to provide the programs and Services previously communicated and, if their offering becomes impossible, to replace the canceled program or the Service previously communicated with another program or Service.

16.8 Neversea, has no obligation to cancel the Festival in case of adverse weather,, however, if the authorities request the suspension or closure of the Festival for reasons of unforeseeable circumstances or force majeure, the Festival or part thereof will be canceled / suspended and the Organizer cannot be held liable for this closure/ suspension.

16.9 Visitors expressly note that they may also purchase Products and Services in connection with the Festival, which are offered by other Contracting Partners, and not by Neversea. In such cases, the contract is concluded directly between the Visitor and the Contracting Partner, and the rights and obligations arising from the legal relationship apply exclusively to the Visitor and the Contracting Partner.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

16.10 The visitors expressly confirm that they cannot raise any claim against Neversea in relation to the respective Products and Services or in connections with the contract for the respective Products and Services. Neversea also states that it is not responsible in any way regarding the Products and Services provided by the Contracting Partners. Visitors may use the Services and Products provided by the Contracting Partners. Visitors may use the Services and Products provided by the Contracting Partners exclusively at their own risk. Neversea assumes no liability for any damages arising out of or suffered in connection with the purchase or use of Services and Products provided by the Contracting Partners.

16.11 Visitors may enter the festival at their own risk. Neversea will only be liable for international contractual breaches that are directly attributable to it and for contractual breaches that endanger human life, physical well-being or health, if such damages are caused exclusively by Neversea and could not have been avoided by the Participant with prudence and reasonable care. The Organizer excludes any liability beyond the explicit statutory rights of the Participants with regard to any other damages, including those regarding human life, physical well-being, health or property .

16.12 Given that there is no contractual relationship between Neversea and any unauthorized Participant, Neversea explicitly excludes any liability towards the Unauthorized Participant for all claims that a consumer may raise.

16.13 Items lost and found may be handed in at the information office indicated on the map; Visitors may inquire about lost items at the same location.

16.14 Visitors and Unauthorized Participants are fully liable under both civil and criminal law for any damage caused by them in the framework of the Festival or in connection with the Festival to Neversea, its Contracted Partners, other Visitors and Third Persons.

16.15 Neversea is not responsible for the illegal activities or omissions of any Visitor, Unauthorized Participant, pet or Third Party. In the event that Visitor, Unauthorized Participant, third party causes harm, of any kind, to another Visitor, Unauthorized Participant or Third Party, the latter must take any kind of action against the guilty person, in order to repair the damage, and not against NEVERSEA.

16.16 Neversea is not responsible for any damage that may occur outside the Festival Area or on the way to or from the Festival Zone, as Neversea may be held solely responsible for the damages occurring in the Festival Area, if the conditions set out in the present T&Cs are met.

16.17 If any Products or Services are available to the Visitor after the closing time of the Festival, then, from that moment, the Visitor may purchase or use these products exclusively at his own risk.

16.18 Neversea has the right to immediately terminate the legal relationship with the Participant (Having Ticket or Bracelet) who has violated any provision of these T&Cs in connections with the Festival. In such case, Neversea may invalidate the Participant's Tickets or remove his Bracelet, and the Participant's right to purchase any new ticket or to enter the festival from thereon.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

16.19 Neversea is entitled to impose a partial ban (applying to one or several Festivals) or full ban (applying to all Festivals organized by Neversea) on the Visitor or Unauthorized Participant concerned for a specified term in addition to the immediate termination of the legal relationship with the Participant.

16.20 The Participant consents to be granted the medical treatment that may be deemed advisable in the event of an injury, accident, or illness during the Festival and completely exempts from liability Neversea and all the persons involved or providing such medical treatment from all responsibility for any such actions.

16.21 In the Festival Area, first aid and medical services will be provided on a continuous basis. Neversea is not responsible for the way these services are provided.

16.22 During the Festival, there will be various high intensity light shows and pyrotechnic effects which may harm children or epileptic persons.

16.23 Participants with mental or physical illnesses and those who may be affected in any way by loud noises, special visual effects, crowded areas, special sound effects or the like shall be fully liable for the damage they may incur.

16.24 The Organizer undertakes no liability for any damage or injury that may result from fireworks.

16.25 The participants assume full responsibility for the ability to participate physically / mentally in various activities within the Festival.

**IMPORTANT!** We recommend carrying out specialized medical checks before participating in activities that require a high level of effort.

16.26 Neversea shall have no liability, of any kind, for:

a) any kind of damage (directly or indirectly) resulting from the use or inability to use the information presented on the Site in connection with the Festival;

b) any kind of content errors or omissions that may cause harm.

16.27 Neversea may, without any prior notice, delete, change or add any piece of information on the Website, suspend any activity on the Website, and if there are references to other websites, Neversea does not guarantee and/or confirm in any way the kind of information which may be found on such websites.

16.28 Neversea is not liable either for the comments posted by the users on the Website. The liability for any piece of information, data, text, photographs, graphics, etc. on the Website is held by the person/entity from whom they originate. Under these circumstances, Neversea cannot guarantee the content of the Website including, without limitation, truncated, incomplete or erroneous information or any consequences of the use thereof.

16.29 Neversea offers no guarantees whatsoever with regard to the fact that the Website shall run uninterruptedly, safely and error free. The Website can be interrupted by its owner or administrators at any time, without prior notice, and no claim whatsoever may be raised by its users.

# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

16.30 In case of cancellation of the Festival due to the exclusive fault of the Organizer, the Contracting Partners from where the ticket were bought by the Client will reimburse the price of the tickets in the conditions set at art. 16.35 within 30 days from the date on which the cancellation was announced.

16.31 The value of the purchased tickets will not be refunded in case of cancellation of the Festival by the Organizer for causes that fall under force majeure or that are due to any unforeseeable circumstances. Force majeure or unforeseeable circumstances shall include, but shall not be limited to any external and unpredictable event such as: storms, threats or risk of terrorist attack, acts of public authorities, legitimate or not, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, risk of damage to health or any other cases that cannot be foreseen or removed through the Organizer's diligence and caution.

16.32 Changing the location of the venue in the same geographical area is not a reason for any refund of the tickets price.

16.33 The dates of the festival can be unilaterally modified by the Organizer in case of unforeseeable circumstances and force majeure without any obligation to reimburse the ticket price to the Buyer.

16.34 If the event is rescheduled for causes that are exclusively due to the Organizer's fault and responsibility the ticket price can be returned, if the Buyer sends a request for such purpose to the point of sale/the platform from which the ticket was purchased within maximum 30 days from the date of cancellation of the event or at the latest on the date on which the Purchaser should have participated at the Festival for which he initially purchased the Ticket.

16.35 In all cases, only the fix amount of the ticket will be returned and only for intact and undamaged tickets. The amount of the commissions for issuing the tickets, for printing and distribution or any other fees and commissions that cannot be recovered by the Organizer, as well as any additional costs (accommodation, transport, courier, etc.) will not be returned in any case.

### **XVII. INTELLECTUAL PROPERTY RIGHTS**

17.1 Everything posted on the Website, as well as on various kinds of media in the Festival Area, such as, without limitation, images, texts, graphics, symbols, logos, databases, etc. shall be the property of Neversea and/or its Contracted Partners. All of the above shall fall within the scope of intellectual property laws.

17.2 Visitors and Third Parties may not use, copy, distribute, publish or incorporate in other documents or materials such markings/information in any form for the purpose of generating revenue without the express and prior written permission of Neversea and/or its Contracted Partners.

17.3 The images, logos, texts of Neversea's Contracted Partners belong to them and are reproduced on the Website or in the Festival Area with their approval.



# GENERAL TERMS AND CONDITIONS

## NEVERSEA 2020

17.4 Neversea shall endeavor to identify the unaddressed messages received on the Website, by recreating the direct link to the source or by mentioning the persons listed on this Website, but it cannot always guarantee the existence of the reproduced source.

### **XVIII. SUPPLY OF INFORMATION/FRAUD TENTATIVES**

18.1 In order to use the Website, the Website users agree to provide accurate information on themselves, as specified in the user registration section, and agree to provide this information correctly and completely.

18.2 Any attempt to provide false information, to access the personal data of another user, to amend the Website contents or to affect the performances of the server hosting the Website shall be considered an attempt to fraud the

Neversea systems and shall lead to immediate blocking of Website users' access. Also, Neversea reserves the right to inform the competent authorities of this attempt.

### **XIX. PROMOTIONAL OFFERS, TABLES AND COMPETITIONS**

19.1 Neversea, at its sole discretion, shall determine the conditions for carrying out promotions on the Website, under the law. The promotions, raffles and competitions shall be carried out for a limited period and shall expire automatically on the date indicated for each and every promotion, raffle or competition.

19.2 Any promotion, raffle or contest may be discontinued or canceled at any time without prior notice. However, all participants will be notified of the interruption or cancellation.

### **XX. DISPUTES**

20.1 Any conflict between Neversea and its clients as a result of participating in the Festival or using the Site will be resolved amicably. If this is not possible, the dispute shall be referred to the Romanian courts of law from Cluj-Napoca or Bucharest.

20.2 The applicable law is the Romanian law.

### **XXI. FORCE MAJEURE AND ACTS OF GOD**

21.1 In cases of unforeseeable circumstances or force majeure, the Organizer may make any modification or may even cancel the Festival in exceptional situations without however being held liable in any way to the Participants for these decisions.

### **XXII. MISCELLANEOUS PROVISIONS**

22.1 The name of the chapters and the sub-titles are for reference only and should not be taken into account in the interpretation or construction of these T&Cs.

22.2 If any of the clauses in this T&Cs are declared null and void, the rest of the clauses will continue to produce their effects, and the clause declared null or unenforceable will be replaced by a new clause that reflects as closely as possible the will of the Organizer

GENERAL TERMS AND CONDITIONS  
NEVERSEA 2020