1. General

When used in this document, capitalized term shall have the meaning assigned to them in this section, unless otherwise defined herein:

**Authorised Participants**: the Ticket Purchaser and the Visitor.

**Contracted Partner**: an enterprise or other natural/legal person performing independent commercial activities at a respective Festival based on a contractual relationship with Neversea.

**Festival**: any festival organised and staged by Neversea, that is the totality of performing art - music, entertainment and cultural - programmes and other free or for payment Services provided by Neversea in a given time period in a certain area.

**Festival Area**: any of the locations in Constanta where the Festival takes place.

**GTC**: These General Terms and Conditions governing the development of any Festival, available both on the Website (as defined below) and at all entries in the Festival Area.

**Organiser/NEVERSEA**: NEVERSEA S.R.L., a Romanian company with registered office in Cluj-Napoca, 122A Eremia Grigorescu St., Cluj county, registered with the Trade Registry under No. J12/183/2017, sole registration code RO36944344.

**Participants**: all the persons participating in the Festival, either Authorised or Unauthorised Participants.

**Product**: items and rights of pecuniary value which may be purchased from Neversea or other Contracted Partners in the framework of the Festival or in connection thereof, as well as any vouchers or other similar means which may be exchanged for them.

**Service**: any service which is made available by Neversea or by its Contracted Partners at the Festival or in relation to it, either free of charge or for consideration.

**Term of the Festival**: the term of any given Festival that shall correspond to the time period between the commencement and the closing of the Festival. Commencement of a Festival shall correspond to the beginning of validity of the tickets to that Festival that authorizes the earliest entry for the given Festival. Closing of a Festival shall correspond to the end of validity of the Ticket that authorizes the longest stay at the given Festival. Neversea reserves the right to organize programmes or provide Services during the Term of the Festival.

**Ticket**: a certificate issued in any (printed or electronic) form, verifying a claim for a Wristband at the Festival organised by Neversea; Tickets are anonym or nominative and have a unique identifier. By acquiring the Tickets, purchasers undertake to comply with these General Terms and Conditions, the procedures for the registration of the acquired Tickets, the check-in and Festival access rules and, in general, any other Festival participation rules which are made known to the purchaser by various means, including directly via the Website. The acquisition of Tickets/Wristbands/invitations from other areas than those authorized by the Festival Organiser is prohibited and leads to a restriction of access to such Festival.

**Ticket Purchaser**: the person purchasing the Ticket for the Festival.

**Third Parties**: natural and legal persons other than Neversea, Visitors or Ticket Purchasers.

**Unauthorised Participant**: a natural person attending a certain Festival without having a valid title for entry, including that person who exchanges for a Wristband a Ticket that (s)he acquired unlawfully or that third party who attends a certain Festival with such a wristband.
Visitor: a natural person entitled to enter and participate in a specific Festival.

Website: the website of Neversea, i.e. www.neversea.com.

Wristband: a certificate applied by Neversea when validating a Ticket which provides entitlements identical to those included in the Ticket and - provided that it is secured according to section 3 below - exclusively certifies that its bearer is entitled to visit the respective Festival; - special means to pay at the Festival.

2. Legal relationship

These GTC shall be applicable to:

- the participation of Visitors or Ticket Purchasers to any of the Festivals;
- Unauthorised Participants.

These GTC describe the rights and obligations arising from the participation in the Festival and the relationships formed between Neversea and the Participants in the Festival. The Participants are bound to observe such GTC. Enforcement of the GTC contributes to securing everybody's safety and comfort.

By participating in the Festival, the Participants accept and agree to the Organiser's conditions to control compliance with the GTC.

Acceptance of these GTC marks the forming of a contractual relationship between the Authorised Participants and Neversea.

The Organiser suggests the Participants to approach the security team, its representatives, the organisers or the authorities if they notice any misdeed.

These GTC are valid for an unlimited period of time. The Participants agree that Neversea is entitled to modify these GTC unilaterally, without prior notice to them. If the GTC are modified, the respective modifications take effect immediately upon publication on the Website. Neversea notes that the GTC may be modified after Ticket purchase, even immediately before the Festival. Neversea recommends that the Participants should monitor the modifications of these GTC.

The Ticket Purchaser agrees by purchasing the Ticket, the Ticket holder - other than the Ticket Purchaser - agrees by obtaining the Ticket lawfully, and the Visitor - if (s)he has not already been a ticket holder - agrees by receiving the Wristband to be bound by these GTC. The Ticket Purchaser - and if further transfers occur, the further transferor - shall be required to inform the Visitor about this upon transferring the Ticket, and shall be responsible for any damage arising from omission of information.

The Unauthorized Participants will have no rights toward Neversea, as Neversea does not enter into a contractual relationship with them and does not make any undertakings toward them.

3. Tickets and Wristbands

Visitors are admitted to the Festival at the times and according to the conditions specified in this GTC. By purchase of a valid Ticket, each Participant acquires the right to participate in the Festival and is bound to know its rights and obligations in the Festival.

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

- Standard Subscriptions - they secure Authorised Participant's access in the Festival throughout its entire term, as of the first day at 14.00 P.M until the end of the Festival;
- VIP Subscriptions - they secure Authorised Participant’s access to the Festival throughout its entire term. Holders of VIP subscriptions have access to a designated bar area with premium drink options and minimum waiting time 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.
- **One-day tickets** - they secure Authorised Participant’s access to all the Festival scenes on that day, from 14:00 p.m. to 06:00 a.m. on the next day, when the Ticket becomes invalid and the Participant no longer has access to the Festival.

The organizer reserves the right for changes in the festival line-up, both before and throughout the Neversea Festival. Day-ticket or 4 Day Passes grant access for the festival itself and not for an individual show/artist. Each location within the festival perimeter has an authorized capacity and access can be temporarily restricted, to meet the safety standards in place.

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

- **Standard Invitations** - they secure the Authorised Participant’s access to the Festival throughout its entire term, from the first day to the end of the Festival;

- **VIP Invitations** - they secure the Authorised Participant’s access to the Festival throughout its entire term. Holders of VIP Invitations have access to a designated bar area with premium drink options and minimum waiting time and they enter the Festival Area by a special gate.

**N.B.:** Access of persons under 18 years of age in the VIP area is strictly prohibited. Contracted Partners operating the VIP platforms may request a minimum spend for certain areas on the VIP platform.

- **One-day invitations** - they secure Authorised Participant’s access to all the Festival scenes on that day, from 14:00 p.m. to 06:00 a.m. on the next day, when the Ticket becomes invalid and the Participant no longer has access to the Festival.

The Ticket Purchaser is liable not to display online images of the acquired tickets/subscriptions. Tickets/subscriptions ensure access for one person to the Festival.

**N.B.:** It is strictly prohibited to sell or purchase invitations and to overcharge for the Tickets and/or subscriptions. The Organiser reserves the right to use legal remedies to penalize those found to act as such and to annul such Tickets/subscriptions.

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

Tickets are not sold directly by Neversea and the payment thereof is not processed directly by Neversea. The Ticket authorising participation at the relevant Festival is sold by in-town.ro, enter.tix.ro or other Contracted Partners (as such right is assigned by Untold) to the Ticket Purchaser. All payments are made through the Contracted Partners. The Organiser guarantees only the validity of the Tickets sold through the networks of these Contracted Partners.

Further information about the detailed conditions applicable to the purchase of digital or paper Tickets is provided by the Contracted Partners selling Tickets in fixed locations, on the online ticket purchase interfaces or at the points of sale. The buyer / consumer will receive information from the contractual partners in particular on the following aspects: taxes and commissions applied to the base price set by Neversea, payment and payment methods, invoicing, data processing and refunds. The final price paid by the buyer will consist of the basic price of the ticket set by Neversea and will include administration and processing fees, Red Cross stamp duty, stamp duty for historical monuments, fees for collective management institutions. Neversea assumes no liability for administration and processing fees that may vary depending on the contractual partners from which the consumer / buyer purchases the ticket. Neversea is not responsible for the extra services provided by the Contracted Partners, such as Care Tix, Risk Free and other services.

Purchased Tickets can be returned to the Contracted Partners from which they were purchased, in accordance with the terms and conditions of these entities. Tickets/Standard Subscriptions may be upgraded to VIP Tickets/Subscriptions subject to the payment of a price difference.

For the ticket price expressed in Euro, the reference exchange rate was set at 4,8 RON (Euro exchange rate of 21 of January 2019 of Banca Transilvania).
The Organiser reserves the right to change the Ticket price without prior notice.

To be allowed to access the Festival Area, the holder of a valid access Ticket shall make the check-in for the purchased Ticket.

The check-in can be made online on the Website (until a date to be further communicated by the Organiser) or on-site (at the entry in the Festival Area, made by a Contracted Partner using its own infrastructure and staff or made by the volunteers contracted by Neversea’s partner NGO), as follows:

- Online check-in means that the holder of a valid Ticket enters on the Website where he/she provides his/her personal data;
- Online check-in means that a quick scan of Ticket holder’s ID document is made at the Ticket validation points; scanning is made partially, to the exclusion of unnecessary data (e.g., the national identification number is not scanned);
- If the Ticket holder does not have any ID document on him/her or does not wish for his/her ID document to be scanned, and he/she did not go through an online check-in, the Ticket check-in can be made at a special ticket office at the entrance in the Festival Area, where an operator will record the details provided by such person.

Each valid Ticket holder who made the check-in and came to the entrance of the Festival Area receives a Wristband (coloured according to the type of Ticket) having attached the data collected during the check-in process. After the exchange of the Ticket for a Wristband, the Wristband will grant the rights and will involve the obligations provided by the Ticket.

Neversea shall register and connect the Wristband to a Visitor during the entry procedure, provided that the Visitor has made a valid check-in of the Ticket.

Wristbands are non-transferable.

Visitors are required to wear their 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 damaging it. Festival organisers may inspect Wristbands at the entrance, at the exit and throughout the entire area and Term of the Festival.

The Visitor bears full liability for any damage to or loss of the Wristband.

Damaged Wristbands - those re-sealed or severed, whose fastener has been opened, whose diameter exceeds that of the wearer’s wrist or which have been tampered with in any way are NOT valid. Neversea will not replace damaged or lost wristbands. Participants with damaged Wristbands lose their right to be in the Festival Area and shall be excluded therefrom. If the Wristband is lost or damaged in any way, the Participant must acquire a new Ticket for such day, if (s)he wishes to remain in the Festival area. If the Wristband proves to have been fraudulently damaged, the Participant must acquire a one-day Ticket no matter if (s)he wishes to remain in the Festival Area or not.

In case that, upon accessing the Festival Area, the Ticket holder is suspected of unlawful acquisition of the Ticket, Neversea explicitly reserves the right to demand from the Ticket holder documents and/or certificates verifying the lawful acquisition or purchase of the Ticket, to judge the validity and compliance of these, and in the lack of a satisfactory document or certificate to invalidate the Ticket without any obligation to refund the purchase price, and refuse entry of such person in the Festival Area.

4. Check-in, Top Up and Online Refund

When accessing the services provided through the website/app, the user acknowledges and fully agrees with this regulation.
1. Online Check-in

The Online Check-in process involves registering / assigning a valid ticket to an account created by the Visitor through the Neversea website or app.

A. Check-in for tickets purchased offline – partners

When checking-in online for tickets purchased offline - 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.

One e-mail address cannot register more passes/tickets.

If, after checking-in, the ticket holder can no longer get to the festival, they have the option to transfer the ticket to another person. The transfer is performed by filling in the information of the person who will receive the ticket. In this situation, the initial owner takes responsibility for the correctness of the data entered and waives all rights pertaining to the transferred ticket.

B. Check-in for tickets purchased online

For checking-in online, the ticket holder has to create an account with the Neversea website/app (Online Check-in and Top Up area), by entering an e-mail address and a password. To create an account, the ticket holder has to use the same e-mail address used when purchasing the ticket/s.

After successfully entering the data, the user will receive an e-mail on the entered address for validating their account.

After validating the account, the user has to log on the Top Up and Online Check-in platform.

After successfully logging into the Top Up and Online Check-in platform, the user will be able to see a display of all the tickets they had purchased.

The user will have to select the ticket for which they wish to make the Online Check-in. The Online Check-in can only be performed for a single person and for a single ticket.

After selecting the ticket, the user has to upload a photo (ID type) and to fill in the following identification data: Surname, Name, phone number, gender, date of birth, country and city of birth.

Underage users have to download and fill in the Parental Consent form.

When check-in online, the Visitor is solely liable for the correctness of the entered data. The Festival has the right to verify on-site if the data entered by the Visitor correspond to the data on their identity card.

When check-in online, the user acknowledges and agrees to the Festival’s Terms and Conditions, as displayed on the neversea.ro website.

If the user has purchased more than one ticket and wishes to make check the other tickets in, they may do that by entering for each ticket the data of the persons who will use the tickets.

The holder of the group of tickets is directly and solely liable for the correctness of the entered data.

If the holder of the group of tickets wishes to assign the ticket to a person, for allowing them to make their online check-in, they have to select the Transfer Ticket option next to the ticket which is to be assigned to another person.

Ticket transfer policy

The ticket holder can transfer the ticket in their account to another person.

If the ticket holder wishes to transfer the ticket to another person, they have to select the Transfer Ticket option for the ticket to be transferred. Thus, the person receiving the ticket will be able to make their online check-in.

For achieving the Ticket Transfer, the holder will have to enter the information of the person receiving the ticket (surname, name, email, phone number, city).
The ticket holder is REQUIRED to make sure that the Ticket (either in physical format, or in electronic format) comes into possession of the person to which they wish to transfer it to. This will be done through a separate action, which involves the original holder passing on the ticket they own:

- if the ticket was purchased online – the initial holder will redirect the email containing the PDF with the ticket to the e-mail address entered when choosing the transfer option.
- if the ticket was purchased in physical format – the initial holder will send or personally hand the ticket he wishes to transfer to the person who is to receive it.

Once the holder has transferred the ticket to another person, they acknowledge and accept that they waive all the rights they held over the ticket.

The initial holder of the ticket is directly and solely responsible for the correctness of the entered data.

The new ticket holder will receive an email notifying them that a ticket has been transferred to them and the person who made the transfer.

The New Holder has to make sure that, besides the notification email, they receive the actual Ticket – either in electronic format by email, or in physical format. Access to the event will be granted based on an ID document and the ticket with a valid barcode.

The new holder will have to complete all the steps for online check-in for the transferred ticket.

For information and support, the user can send an email to ask@neversea.com.

After successfully checking in, the user will go to the Festival, at the Online Check-in tent, with their ticket (in physical format or on their phone) and a valid ID document with picture (ID card, passport).

**Online Top Up**

Online Top Up is a service provided by the Festival to users and involves the action through which an 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 bracelet.

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 bracelet, 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 3D Secure verification code.

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.

After performing the online top-up, the amount of money on the bracelet will have to be activated at any one of the merchants inside the Festival area or at the Credit Points, by pressing the 7 button on the POS.

After activating the top-up, the user will be able to spend the money at any time throughout the duration of the Festival.

If the user has spent all their money, they can repeat the same steps described above to recharge their bracelet, or can go to any recharge point inside the festival area.

During the festival, the user has the auto-top up option. If this option is active, when credit drops under 100 lei, the user’s festival account automatically recharges will another 100 lei. When the transaction has been successfully completed, the user will receive a confirmation email.

2. Online Top Up during the festival – for users without Online Check-in

A festival goer who hasn’t made their online check-in yet can benefit from the Online Top Up service if they create an account on the NEVERSEA website/app, using the same email address used when they purchased the ticket.

When creating the account with the email address used when purchasing the ticket, the information for online check-in will be automatically be filled in with the data the festival goer provided for check-in on location.

After going through these steps, the user will be able to make their only top up by following the steps described above.

5. General rules of access to the Festival

The entry to a Festival is only possible at the designated places and time, exclusively by Authorised Participants.

Access to the Festival Area can only be made through the designated gates in compliance with the acquired Ticket registration procedures, as well as the check-in and access rules herein provided.

Access to the Festival Area shall be made by reference to the type of acquired Ticket.

In addition to the Ticket, Participants must have their identity documents on them.

At the request of the security team or Organiser’s representatives or other competent bodies or authorities, the Participant must show their access documents and identity papers.

At each access area, the Participant takes note of and agrees to these GTC, which will be displayed in a visible location in these areas, in addition to the other means of publication, such as via the Website.

For ensuring the safe conduct of the Festival, Neversea reserves the right to restrict the type of items and devices which may be brought inside the area of the Festival.

Accordingly, the entrance to the Festival with the following is prohibited:

- Drugs;
- Bottles (including perfume or deodorant bottles);
- Cosmetics;
- Backpacks or waist bags larger than de 29cm x 21cm x 12cm;
• Feeding bottles;
• Beverage cans;
• Cans;
• Fireworks;
• Lasers;
• Sprays;
• Stick banners;
• Chairs;
• Knives, weapons, sharp objects;
• Chains;
• Pyrotechnic items;
• Food or beverages;
• Animals;
• Umbrellas (raincoats are recommended in case of rain);
• Flammable or explosive materials;
• Professional photo or video cameras, including any type of DSLR device;
• Any type of objects which may cause injury to other Participants.

Access with the following items is allowed:
• Medicines;
• Insulin;
• Medicinal drops;
• Asthma inhaler spray;

Any such products are allowed only if accompanied by medical letter or any other replacement document and in no more than one daily dose.

• Compact photo cameras;
• Lighters.

Due to the very strict rules concerning prohibited items, persons in charge with Festival safety and monitoring shall carefully search each Participant and any prohibited items found on them upon search shall remain at the gates. The Organiser shall not be held liable for any such objects.

All Participants are advised to read the list of prohibited items and not to carry such items on them in the Festival.

The Organiser shall organize a lost objects area where such items may be brought and each owner may recover its items within 72 hours, but not later than the first day after the end of the Festival, 10:00 a.m. The Organiser may, but it is not obliged to photograph the lost items and display them on the social networks, as the case may be, if in doing so it does not infringe the legal regulations on personal data protection. After the first day following the end of the Festival, 10:00 a.m., all unclaimed items shall be submitted to their issuers (e.g., ID card, birth certificate, etc., to the attention of the Municipal Police; bank cards to the attention of the issuing banks). Items with no identifiable issuer, irrespective of their value, shall be donated for charity, to the extent that this is possible, depending on the nature of the objects.
The Organiser is not liable for Participants’ property or for any damage to such property.

Access by car, roller skates, skateboards, bicycles, hover boards and other such devices is not allowed in the Festival Area.

For the comfort of the participants, the organiser reserves the right to temporarily stop the access to participants in certain areas, where he considers that the areas have reached their maximum authorized capacity.

6. Minors and disabled persons

Minors shall receive wristbands of a different colour which will not allow them to purchase alcoholic drinks or cigarettes.

Minors are not allowed to consume alcoholic drinks, cigarettes and drugs.

Minors under 7 years of age have free access to the Festival. At the request of security and monitoring staff and Organiser’s representatives, the attendant must show documents (school card, passport or any other document with minor’s picture) attesting the age of the minor.

Minors from 7 to 14 years of age may enter the Festival Area only by showing a valid Ticket and only accompanied by a parent. A parent may accompany only one minor under 14 years of age.

Minors of 14 to 18 years of age may enter the Festival Area only by showing a valid Ticket and their identity documents. The exceptional cases when discounts/free access is granted to certain categories of minors or other Participants shall be appropriately indicated by the Organizer.

An adult must assume liability for a minor and must fill in and sign Appendix 1 - “Statement of commitment” available on neversea.com/parentalagreement, otherwise the minor cannot be allowed to enter the Festival Area, whether accompanied or not. The person in charge shall provide in the statement of commitment the contact details where (s)he can be reached in case of emergency.

In some areas of the Festival, access of minors under 18 years of age is strictly prohibited (e.g., the VIP area).

Due to the very high noise levels of the Festival, the Organiser does not recommend the attendance of children under 7 years of age in the Festival. Minors under 4 years of age must wear anti-noise headphones.

Disabled persons benefit from the following facilities:

- Disabled children and their attendant will be granted free passes to the Festival;
- Adults with serious or pronounced disability and their attendant have free access as follows:
  - Persons with serious disability (level 1) and their attendants have free access;
  - Persons with pronounced disability (level 2) have free access subject to availability.

To receive free access, persons with special needs shall submit an application containing a copy of their certificate of disability and a copy of their identity document at the e-mail address ask@neversea.com or csaba.kovacs@neversea.com. Based on this certificate, the name and address of such persons shall be retained, and their data are to be erased no later than 72 hours after the end of the Term of the Festival.

The registration period is from 15.04.2019 - 31.05.2019. Any applications submitted outside this period shall be disregarded.

Persons with special needs shall have access only on the basis of their identity document and the e-mail confirmation received after assessment of the application by the Organizer. Incomplete applications and applications sent to other e-mail addresses shall be disregarded.

Disabled Participants must show to the security team or Organiser’s representatives their valid identity document and certificate of disability.
The attendant receives a free Ticket only if (s)he proves by any supporting document that the attended disabled person is under his/her care and protection.

Please note that some areas of the Festival do not have wheelchair accessible entries for persons with locomotor disabilities using a wheelchair.

The organizer reserves the right to determine the number of people with disabilities who will be eligible to participate in the Festival, depending on the total number of participants and the capacity of the festival.

7. Conduct during the Festival

In the Festival Area, visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate their personal rights.

Any form of economic, commercial or advertising activity in the Festival Area - including the area in front of the gates of the Festival - without the prior written permission of Neversea is prohibited.

The selling of alcoholic beverages must observe the legal provisions and no such beverages may be served to minors under the age of eighteen and to intoxicated individuals by any vendor at the Festival. Serving (soft or alcoholic) beverages by the Organizer’s Trade Partners will be done exclusively in containers (aluminum or plastic) which will be opened.

The use of substances qualifying as banned drugs pursuant to the applicable law is prohibited in the Festival Area and is punishable by law. Neversea reserves the right to introduce a system at any given Festival by which alcohol may only be served to Visitors if the given Visitor shows certification, provided following prior or first identification, that they are entitled to be served alcohol (e.g. identity card attesting the age).

Any demonstrations of any kind, which are not related to the Festival organised by Neversea, regardless of the number of participants, are prohibited, unless prior written approval is granted by Neversea in this regard. Such approval is granted by Neversea at its sole discretion based on prior request by the organiser of the respective demonstration. Should an approval be obtained, the participants are obliged to comply with these GTC and otherwise conduct themselves in a manner that does not disturb, impede, restrict or render impossible the entertainment of other Visitors, the ability to move around the Festival area, access to the Festival area or the ability to exit the Festival area, and the use of Services and/or Products by other Visitors. Neversea is entitled to end demonstrations (both those it has authorized pursuant to the above and those that it has not expressly authorized) without giving a reason. Neversea is entitled to set out conditions pertaining to demonstrations, in particular the number of participants, location and duration, at its exclusive discretion. If Neversea declares the end of a given demonstration, the participants are obliged to immediately stop the demonstration. If Neversea sets out conditions for a demonstration that it has authorized or recognized as described above, the participants are obliged to comply fully with these conditions.

In the Festival Area, Neversea’s suitably qualified and authorized employees or Contracted Partners will ensure enforcement of the rules of conduct and safety. Visitors expressly undertake, by virtue of their participation in the given Festival, that they will fully cooperate with these persons within the bounds of the law and will follow their instructions in the Festival of an emergency or if other important circumstances (for example reasons of public health) justify it.

For security reasons, Neversea’s Contracted Partners use video camera surveillance in the Festival Area.

Both Services and Products that are free of charge and those for which payment is required may be used at the Festival. Visitors undertake to pay for all Services and Products for which payment is required, and assume liability for paying all due purchase prices and fees promptly.

Visitors shall make payments for Products and Services for which payment is required using the payment methods offered by Neversea or Contracted Partners. If Neversea so decides with regard to any Festival, on the site of the given Festival all purchase prices and fees will be payable exclusively by the means designated by Neversea, instead of by cash.
8. Products and payment method in the Festival

In the Festival Area, there will be places where the Participants will be able to acquire the Products and Services made available by the Organiser.

The Participants shall be under the obligation to use in the Festival Area only the payment methods and instruments established by the Organiser.

The payment method for the Products and Services provided in the Festival Area are the multi-purpose vouchers used by means of the payment devices (RFID), provided by Neversea, Raiffeisen Bank and VISA, through the Festipay service, i.e. the Wristband.

Upon entering the Festival Area, each Participant shall receive, for access purposes, a Wristband (with integrated payment system), which (s)he may use to purchase the Products and Services available at the Festival.

Cash payment within the Festival Area is strictly forbidden, except for the Credit Point areas established by the Organiser beforehand.

Such payment instruments are deemed to be MPV (multi-purpose voucher), as defined by the European Commission, due to the fact that the Participant may purchase, with the Credit Points on the payment instrument, services/products having a different VAT rate. In this case, VAT is collected when using the credit points. Also, the issuance of a fiscal receipt and/or an invoice for the purchased Product/Service is incumbent on the traders (Contracted Partners). If a Participant wants a fiscal invoice for the Products/Services acquired at the Festival, (s)he must keep all the fiscal receipts from each trader (Contracted Partner) so that (s)he may subsequently request the fiscal invoice from such Contracted Partners.

The Organiser may provide evidence to the Visitors that the transaction (deposit or withdrawal of funds) was made.

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

- Upon entering the Festival Area, after having obtained the Wristband, it is recommended that each Participant should go to one of the [25] Credit Points to credit her/his Wristband with credit points;
- The Wristband shall constitute the only payment method in the Festival.
- The conversion for such MPV (multi-purpose voucher) is: RON 1 = 1 credit point.
- For each crediting, the Organiser may, but it is not obliged to hand in to the Participant a proof attesting to the amount with which it credited the Wristband.
- Damaged Wristbands may be deactivated and replaced by other Wristbands at the Help Desk - Credit Point located in the Festival Area [near The Temple Stage] throughout the entire Term of the Festival.
- After having obtained a new Wristband from the Help Desk - Credit Point, the amount on the Participant’s damaged Wristband shall be transferred on the new Wristband;
- Participants may credit their Wristband as many times as they wish, but each credit shall be of at least RON 1.
- The Participant shall be entitled to check the amount available on the Wristband at any Contracted Partner in the Festival Area or at the Credit Point.
- The Wristband can be (re)credited either in cash or by bank card or via the www.neversea.com platform (for Visa, Visa Electron, Mastercard, Maestro cards issued by any bank in the world).
- If the Wristband is (re)credited via the Website, the Participants shall be fully liable for the card data introduced on the platform.
At the first payment using the bank card, the 3D Secure security code shall be requested. If the first payment is authorized, subsequent payments may be performed without the 3D Secure security code.

The online store https://www.neversea.com uses, for online transactions, the services of Raiffeisen Bank/EuPlatesc. Online payment may be made by personal or company card, under full safety conditions. Cards accepted for payment are VISA (Classic and Electron) and MASTERCARD (including Maestro, if they have a CVV2/CVC2 code). Payment is made under a secure system for online transaction processing which ensures confidential, safe and streamlined purchases of products and services via the Internet. Card data are processed through the bank only. The online store https://www.neversea.com does not request or keep any of your card details.

**IMPORTANT NOTE!** No fee is charged for payments via bank card!

**Purchasing Products/Services from traders (Contracted Partners):**

- The Participant chooses the desired Product and the Contracted Partner enters the amount in the POS;
- Each Participant shall be under the obligation to check the amount entered by the Contracted Partner in the POS, and, after having checked, (s)he shall touch the chip on the Wristband against the contactless POS terminal (card-reader) in order to make the payment;
- Contracted Partners shall be under the obligation to issue fiscal receipts to the customer Participants (as well as invoices, at Participants’ request).

**REFUND - Returning the money left on the Wristband at the end of the Festival:**

REFUND is the action through which a festival goer can retrieve the money left on their bracelet, under the conditions detailed in this Regulation.

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

Refund can be achieved by two distinct methods:

**A. Refund on location** - The amounts can be returned at any of the charge points inside the festival area, at any time during the festival, but no later than July 8th 2019, at 10:00 AM.

The returned amount represents the entire amount left in the RFID Bracelet account (including the ones resulting from online transactions).

For getting their Refund, the festival goer has to wear the bracelet and to make sure that it has no traces of being compromised (with the exception of the cases agreed by the Festival and presented in this Regulation).

**B. ONLINE REFUND** – refers to returning the amounts arising ONLY from online transactions – the refund will be made upon request, by the festival goer filling in a form, at approximately 15 days after filing the form, directly on the card used to make the online deposit transaction.

Festival goers will be required to enter the data correctly and to verify the information entered in the form. The Festival is not liable if some information is not valid.

For the online refund of the unused amounts a 5 RON fee will be charged – processing fee, automatically deduced from the festival account.

The REFUND form will be filled in no later than July 12th 2019.

If a user has made a pre-festival Top Up and wishes to use the REFUND service before the beginning of the Festival, he will only be allowed to do so in exceptional situations - which will be communicated to the Organizer via email at ask@neversea.com.
If the festival goer failed to withdraw the amounts left unspent on the bracelet, they will have the possibility to donate the amount to a CSR campaign or to an Association in direct collaboration with the Festival. The Festival goer can choose to donate the amounts left on the bracelet when filling in the REFUND Form.

**REFUND Order for the situation when the top-up was made with more than one bank card.**

Each transaction will have a bank card associated to it. If there are two deposit transactions made from two different bank cards, e.g. 100 Ron from one card and 100 Ron from another card and at the festival 80 Ron is spent, the rest of the amount left in the bracelet account will be 120 Ron. At REFUND, 20 Ron will be returned for the first transaction (the first card used to make the online top up) and 100 Ron on the second card, respectively for the second online transaction.

**REFUND when the festival goer made the top up both online and on location:**

If there is still unspent money on the bracelet, the festival goer will be able to get an online refund only within the limit of the transaction he made online.

E.g.: If they make a 50 Ron online top up and another 150 Ron top up on location, the bracelet account balance will be 200 Ron. If they spend 70 Ron during the festival, the bracelet will have a total of 130 Ron left. From this amount, the festival goer will be able to get an online REFUND of only 50 Ron, and the rest of the money will be withdrawn from one of the recharge points at the Festival, but no later than July 8th 2019, at 10:00.

The festival goer will be able to view, in the account they created, the amount of money left on the bracelet and the amount of money from the online top up. Thus, the festival goer is permanently informed on the amount of money they can request through online REFUND.

*If the festival goer failed to withdraw the amounts left unspent on the bracelet or failed to fill in a form requesting online refund or donating the amount, these amounts become property of the Festival.*

**9. Security and Health**

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

Everyone must behave in a civilized manner towards the other Festival Participants. In particular, for a proper development of the Festival, Participants have the following obligations:

- to promptly notify the security team and/or Organiser’s representatives on any situation they have solid reasons to believe that it endangers Participants’ security and health;
- to notify the security team and/or Organiser’s representatives on any incidents that (s)he incurred;
- to cooperate with the security team and/or Organiser’s representatives, the competent authorities, the volunteers to allow the proper development of the Festival, with no security and health risks;
- to comply with security and health laws and implementation measures;
- Participants who see fire must announce by any means the security team and/or Organiser’s representatives in order to confine and extinguish the fire;

- in case of fire, each Participant is bound to help;

- to comply with the laws in force on smoking in closed environments (smoking in the closed environments from the Festival Area is strictly prohibited).

10. Recordings of the Festival

The Organiser holds the reputational right over the entire Festival and may use the photo and audio images taken both by its own staff and by the participants, in various materials made during the Festival.

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.

The processing of your personal data takes place any time you are inside the Neversea Festival grounds.

The collected personal data are dedicated only to the use of Neversea S.R.L, as operator and are notified only to the following categories of addressee: the target person, Police, Prosecutor's Office and Court authorities. Your data is not transferred to another state.

According to the (EU) Regulation 679/2016(GDPR) you are entitled to the right of access, rectification, the right to obtain the data erasure or restriction of processing, the right to data portability, the right to object, the right to not make the object of a resolution based exclusively on automatic processing.

To exercise these rights you may write up to Neversea S.R.L a dated and signed application.

The case in which you believe that your above indicated personal data are processed in a different way than in conformity with the applicable legislation you may turn to the National Supervisory Authority for Personal Data Processing

Accordingly, all Visitors, by virtue of their participation at the Festival, give the Organiser, by acknowledging these GTC, express permission to the recording and publication of their image, likeness and actions. The person making recordings according to the above rules shall gain transferrable and exclusive usage rights that are unrestricted in time, geographical location and form of usage with regard to the recordings of Visitors, and any display of such images must be related to the Festival. Neversea and persons authorized by Neversea are entitled without restriction to make profit from, use (especially for the purpose of promoting the Festival), copy, publish, make public, broadcast to the public and distribute such recordings of Visitors, without having to provide any consideration to Visitors. Visitors expressly acknowledge that Neversea may record the Festival, concerts and programmes, may copy the recordings and distribute them on image-bearing media, may broadcast them or otherwise make them public and may do so repeatedly, including making the Festival, concerts and programmes available to the public by wire or by any other means (for example, through YouTube), such that members of the public can individually select the place and time of access. Visitors are not entitled, within the limits of legal provisions, to make any claim against Neversea concerning recordings and their publication as set out above.

Visitors are entitled to make sound and image recordings at the Festival, but may only make sound and image recordings with a sound and image recorder integrated into a telecommunication device used for personal purposes (for example a mobile phone or a tablet) or otherwise with a non-professional equipment. Visitors may not, without Neversea’s prior consent, sell, use for consideration or use for commercial purposes without consideration image and voice recordings that they have made, name Visitors featuring in such recordings without their consent, or violate the personal rights of such Visitors. Neversea is expressly not liable for Visitors violating the above-mentioned rules. The Organiser reserves its right to establish areas/locations where photographing/filming is prohibited. In case of breach, the Organiser is entitled to confiscate the camera / video recorder until the end of the Festival, and to erase the relevant recordings.
11. Rights and obligations. Limitation of Neversea’s liability

Neversea does not undertake any warranty with regard to how long the entry process shall take, in view of the large number of visitors or to whether it is possible to enter the Festival individually or the quality of enjoyment, and Neversea explicitly excludes to refund to the Visitor the price of his/her Ticket, or to give a subsequent discount, or to pay to damages, indemnification or compensation of whatever kind.

During the Festival, the Organiser can unilaterally change the programme, depending on various situations which may occur. Considering that there is no contractual relationship between Neversea and the Unauthorised Participant, Neversea explicitly excludes all liability toward the Unauthorised Participant for contractual breach and for all claims that a consumer may enforce.

Neversea reserves the right to modify, restructure and further develop the Festival, and the Services and Products provided at the Festival, according to its discretion, as required. Visitors are not entitled to make any claims against Neversea with regard to such modifications, restructuring or further developments.

Consequently, Neversea shall not guarantee for the Visitor the availability, content, quality and quantity of the programmes and Services (such as the performance of a certain artist, that the performance of a certain artist shall be according to the Visitor’s expectations, or the opportunity to participate in a specific programme and/or at a specific venue), which however takes shape depending on the special characteristics of the venue and the equipment therein (like the holding capacity of a given venue).

However, Neversea shall use all efforts to provide the programmes and Services communicated beforehand, and if provision becomes impossible, to substitute another programme or Service for the cancelled programme or Service communicated beforehand.

Neversea is not required to cancel the Festival if there is bad weather. Should authorities require Neversea to suspend or close the Festival due to a force majeure, the Festival or a part thereof will be cancelled.

Visitors expressly acknowledge that Products and Services may also be purchased in connection with the Festival that are provided by other Contracted Partners and not by Neversea. In such cases, the contract is concluded directly between the Visitor and the Contracted Partner, and the rights and obligations arising from the legal relationship apply solely to the Visitor and the Contracted Partner. Visitors expressly acknowledge that they may not make any claim against Neversea with regard to such Products and Services or in connection with the contract for such Products and Services. Neversea also states generally that it does not bear any liability in connection with Products and Services provided by Contracted Partners. Visitors may use Services and Products provided by Contracted Partners solely at their own risk. Neversea does not assume any liability for damage arising from or suffered in connection with purchasing or use of Services and Products provided by Contracted Partners.

Visitors may only enter the Festival at their own risk. Neversea shall be liable solely for intentional breaches of contract imputable to it and breaches of contract damaging human life, physical well-being or health, if such damages are caused by Neversea, and excludes any liability beyond the explicit statutory rights of the Participants with regard to any other damage, including those damaging human life, physical well-being or health or damaging property.

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.

Visitors and Unauthorised 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.

Neversea is not liable for any damage caused by the unlawful activities or omissions of any Visitor, Unauthorised Participant, pet or Third Person to any Visitor to Neversea, Unauthorised Participant, or Third Person.
Neversea is not liable for any damage that may occur outside the Festival Area or on the way there and back, since Neversea may solely be held liable for damage occurring within the Festival Area, provided that the conditions for its liability set out in these GTC are met.

If any Products or Services are available for the Visitor following the closing time of the Festival, then, following this time, the Visitor may only purchase or use these at his/her own responsibility.

Neversea is entitled to terminate with immediate effect the legal relationship with the Participant (having a Ticket or Wristband) who has breached any provision of these General Terms and Conditions in connection with the Festival. In such case, Neversea may invalidate the Participant’s Ticket or remove his/her Wristband, and the Participant shall be obliged to leave the Festival. The Unauthorised Participant is not allowed to participate and must leave the Festival without delay.

Neversea is entitled to impose a partial ban (applying to one or several Festivals) or full ban (applying to all Festivals organised 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.

The Participant consents to have medical treatment that may be deemed advisable in the event of an injury, accident, or illness during the Festival and affirmatively releases Neversea and all persons participating in such medical treatment from all responsibility for any such actions.

Continuous first aid and medical care will be provided in the Festival Area.

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

Participants with mental or physical illnesses and 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.

Also, the Organiser undertakes no liability for potential damages or injuries which might be caused by fireworks.

Participants undertake full liability for their capacity to participate physically/mentally in various activities during the Festival.

N.B. We recommend Participants to undergo specialized medical checks before taking part in activities involving a high level of effort.

Neversea shall not be liable in any way for:

- any kind of (direct or indirect) damage arising out of the use or inability to use the information about the Festival provided on the Website;
- any kind of content errors or omissions which may generate damage.

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.

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.

Neversea offers no guarantees whatsoever with regard to the fact that the Website shall run uninterrupted, 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.
12. Intellectual property rights

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. 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 and its Contracted Partners.

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.

Neversea shall endeavour 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.

13. Provision of information / attempt of fraud

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.

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.

14. Promotional offers, raffles and competitions

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.

Any promotion, raffle or competition may be suspended or cancelled at any time without any prior notice. However, all participants shall be informed of such suspension or cancellation.

15. Disputes

Any dispute between Neversea and its customers as a result of the participation in the Festival or the use of the Website shall be resolved amicably. If this is not possible, the dispute shall be referred to the Romanian courts of law.

16. Force majeure

In force majeure cases (as defined in the Civil Code), the Organiser may decide to amend or even cancel the Festival under exceptional circumstances.