

# Terms & Conditions for Sunwaves Festival

The present Terms and Conditions (“TC”) apply for the events organized by SC SUNFEST SRL. defined in this T&C as „The Organizer” .

The present TC defines the rules of participation of The Participant, who is a natural person, („Visitor”) in the present Events and defines the rights and obligations derived from the legal relation between The Organizer and The Participants.

The directions of the present TC are governing in any case in regard of the participation at the Events and the legal relations between The Organizer and The Participant.

## I.PROMOTER AND EVENT

PROMOTER: SC SUNFEST SRL

EVENT: *SUNWAVES FESTIVAL* taking place from 27th of April till 1st of May 2017 in Mamaia, Constanta county, Romania.

## II.GENERAL

2.1. Present TC is an open agreement between the Promoter and the Participant. The Participant acknowledges that the Promoter reserves the right to modify the present TC.

2.2. By purchasing a ticket The Participants declare they recognize and they shall observe the present TC.

2.3 The Promoter assures The Participants that by purchasing a valid ticket (regardless of the method of purchase) they are entitled to participate at the Event under the conditions state in point III.1 below.

## III.TYPES OF TICKETS AND PURCHASE OF TICKETS

### A. TICKETS AND TYPES OF TICKETS

A.1. There is one type of ticket in advance: ticket for the whole festival „Festival Pass” & „Early Bird” which can be bought only from <http://tickets.sunrise.ro>

A.2. The Festival Pass guarantees access at the event for The Participants starting from Thursday, 22:30 till Sunday, 22:30 when the availability of the festival pass expires. If the event goes on later than the proposed finishing hour, The Participants have the right to stay at the festival ground if their wristband is intact till the end of the festival. If the The Participants don't have the wristband intact, the Organizer has the right to escort them outside the festival ground.

A.4. The Organizer guarantees ONLY the validity of the tickets sold through tickets system found on <http://tickets.sunrise.ro> . IMPORTANT! It is strictly prohibited to sell or purchase overpriced tickets/invites. The Promoter reserves the right to prohibit access on the festival grounds to people found to be caring out such activities and to confiscate the invitations and tickets in their possession.

A.5. Ticket and wristband: At the moment of validation of the ticket (regardless of its type), The Participant receives a wristband bearing the same rights and obligations as the ticket. Only an intact wristband worn around the wrist entitles the entrance and stay on the Event grounds. The Promoter reserves the right (in its own name and through its partners) to constantly check the Participant's wristband from the entry on the event grounds as well as all throughout their stay. The loss or damage of the wristband is an exclusive responsibility of The Participant.

In case of damage or loss, the wristband ceases to provide the Participant with any right and they shall be obliged either to purchase a new ticket or to leave the festival grounds. Broken wristbands, unstitched or bonded will not be valid and will not be changed by the Promoter.

## **B. PURCHASING TICKETS**

B.1. Purchasing tickets online can be done on the ticket platform <http://tickets.sunrise.ro> using the online payment processing system provided by the payment processor MobilPay ( SC NETOPIA SRL). Payment will be by credit/debit card only and the ticket will be issued only when the payment was confirmed by MobilPay. After issuing, the ticket will be sent to buyer in the form of e-ticket to the provided e-mail address. Upon entering the festival grounds, the Participant must have on him the e- ticket, whether printed or saved on their phone or other electronic device (tablet, laptop, etc.).

## **C. TICKET RETURN**

3.1. Tickets purchased cannot be replaced, and their value cannot be refunded.

## **D. CHANGING PRICES**

D.1. The Promoter reserves the right to change fares without prior notice.

## **IV. PARTICIPATION IN THE EVENT**

### **A. ENTRY**

A.1. Entry is granted only through specially designated areas, based on the ticket that was bought in advance or on the ticket bought at the festival entrance. All event participants will carry identification documentation.

A.2. Upon entry on the festival grounds, the participant shall take notice of the present Regulation. Access with the following objects inside the Event grounds is prohibited: drugs, pyrotechnics devices, glass, striking or cutting devices, umbrellas, explosives, toxic and flammable materials or any other objects which can cause harm to others. According to the laws in force, The Participant is prohibited to bring the following objects inside the Event grounds: knives, gas sprays, metal chains or any other objects which are unsafe to public security. The Participant is not authorized to bring any alcoholic beverages on Event grounds.

A.3. The Participant shall take part in the event by their own accord and shall take full responsibility for themselves, including the following:

- Participants who suffer from known mental or physical illness for which crowded areas, loud noises, special audio and visual effects are considered a risk, shall assume all liability for any damage that they might suffer there as. The show can include powerful lighting effects that could harm children or epileptic people.

A.4. It is prohibited to enter the Event grounds by car without a valid car pass issued by the Promoter.

A.5. This event is for people who are 18 years old at the event's date.

A.6. Pets are not allowed in the area of the Event.

## **B. RULES OF CONDUCT IN SIDE THE EVENT GROUNDS.**

B.1. The behavior of The Participant shall observe the rules of conduct, the rule of law rules and the present TC. The Participant should refrain from actions which can threaten or offend in any way the security and rights of others.

The promoter is in no way liable for any damage (material or physical) caused by failure to observe the TC and may request compensation from the person guilty of violating it.

Inside the area of the Events The Participants shall take care and not destroy the environment, including any type of buildings and surrounding green areas.

B.2. During the festival, the Promoter, the Promoter's partners or accredited press have the right to record and photograph the event. The Participant acknowledges that it is possible to appear in such material without the rights to make claims on those materials. The Promoter has the right to use said materials, to publish them on various channels (e.g. YouTube) and use them in advertising campaigns without compensating for the participant in any way. Participants have the right to film and photograph the areas where they have access, however they shall use said material only for their own viewing. Any distribution of the said materials to the public, whether it be for free or for an onerous is prohibited.

B.3. The Participant acknowledges that inside the area of the Event it is prohibited to practice in any commercial or advertisement activity without the prior written consent of the Promoter.

B.4. Drug use is illegal and strictly forbidden and will be punished according to the laws in force.

## **C. RULES OF CONDUCT OUTISDE THE EVENT GROUNDS**

C.1 Outside the area of the event, the Participant shall follow the Romanian law and social conduct rules. Morally or physically endangering the other is prohibited.

## **D. LOST OBJECTS**

D.1. Lost property shall be brought to the Lost & Found area (which will be marked accordingly on the festival map). Owners can recover lost property following a procedure instated by the Promoter which consists of identifying the individual and the lost object. After the festival, the Promoter will keep the recovered items for a period of 10 days from the submission to the Lost & Found area and try to return them to their owners.

## **E. SECURITY**

E.1. Across the festival grounds the Promoter provides security through a qualified partner accredited accordingly. During the event, participants undertake to co- operate, within the framework of the legal regulations, with these partners, and to follow their instructions in case of emergency

In case of a violent incident or the endangerment of the bodily integrity of others, security staff may decide to evacuate the people involved in the incident from the event's premises.

## **F. FIRST AID AND MEDICAL CARE**

First aid areas are provided across the festival grounds, if necessary.

## **G. SERVICES & PRODUCTS**

7.1. During the event, products and services are available only in special places (i.e. bar, food court). Participants accept to use as payment for their purchases only payment methods accepted by the Promoter and its partners.

#### **IV. WARRANTY AND RESBONSIBILITY**

1. The Promoter guarantees that the Participant holding a valid Ticket can enter the area of the Event and can use the provided services. The dates of the Events can be unilaterally changed by the Promoter in the event of force majeure or unforeseeable circumstances. Festival dates will not be changed in case of minor weather conditions (rain, cloudy days, etc.).
2. The Promoter reserves the right to change the program. Participant will not be entitled to claim compensation for these changes.
3. The Participant has no legal basis to act against Boiler Events in case of change in the musical program of the festival.
4. The Promoter shall not be liable for damage that occur on the festival grounds that were not due to a defective organization or neglect.
5. Once the Participant has received the wristband the Promoter is no longer liable for its integrity. The Participant shall not be entitled to claim compensation for the loss or damage of the wristband.
6. The Promoter shall not be held liable for actions occurring outside the festival grounds.

#### **V. SANCTIONS**

1. The Promoter is entitled, with immediate effect, to prohibit the access of a participant in the area of the festival, in whole or in part, or to invite a participant to leave the festival grounds, for infringement of a law or regulation currently in force in Romania or the present TC.
2. The Promoter shall denounce the use of counterfeited tickets to the relevant criminal authorities for investigation.

#### **VII. TRADEMARKS AND COPYRIGHT**

1. The Organizer has full rights to the names, trademarks, logos, email addresses, domain names or URL, signs used in correspondence, e-mail, business cards and other materials, signs, logos, and marks on materials, texts and all other information on [www.sunwaves-fest.ro](http://www.sunwaves-fest.ro) or other channels that use the above mentioned in correspondence to Sunwaves Festival. The above may not be copied, used or distributed for commercial purposes without the specific consent of Sunwaves Festival.
2. Logos, signs and all other information are the intellectual property of SUN FEST SRL and are protected by European legislation.

#### **VIII. FORCE MAJEURE**

In case of war, riot, terrorist attack, demonstrations, economic embargo, accident, fire, natural disaster, earthquake, flood, electrical blackout, epidemics, official resolutions or any other cases that cannot foreseen or controlled by the Organizer, neither party is bound by the obligations of the present TC.