



## GENERAL TERMS AND CONDITIONS UNTOLD 2019

### 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 Untold.

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

**Festival Area**: any of the locations in Cluj-Napoca where the Festival takes place, namely: Cluj Arena; Sala Polivalentă; Parcul Central “Simion Bărnuțiu”; Piața Unirii.

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

**Organiser/Untold** - Untold S.R.L., a Romanian company with registered office in Cluj-Napoca, General Eremia Grigorescu, No. 122A, Cluj county, registered with the Trade Registry under No. J12/3105/2015, sole registration code 35113711.

**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 Untold 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 Untold or by its Contracted Partners at the Festival or in connection thereof 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. Untold 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 Untold; Tickets are anonym and have a unique identifier. Tickets are anonym or nominative and have a unique identifier. By acquiring the Tickets, purchasers undertake to comply with these GTC, 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 Untold, 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.

**Untold PRIME** - special category of potential Participants to the Festival and which benefit of various facilities, as per Section 3.9. of the present GTC.

**Visitor :** a natural person entitled to enter and participate in a specific Festival.

**Website :** the website of Untold [www.untold.com](http://www.untold.com).

**Wristband :** a certificate applied by Untold when validating a Ticket which provides entitlements identical to those included in the Ticket and - provided that it is secured according to section 3.1 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 Untold 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 Untold.

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 Untold 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. Untold notes that the GTC may be modified after Ticket purchase, even immediately





before the Festival. Untold recommends that the Participants should monitor the modifications of these GTC.

The Ticket Purchaser agrees by purchasing the Ticket, the Ticket Purchaser - other than the Ticket Purchaser - agrees by obtaining the Ticket lawfully, and the Visitor - if (s)he has not already been a ticket purchaser - 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 Untold, as Untold does not enter into a contractual relationship with them and does not make any undertakings toward them.

### 3. Participation to the Festival

#### 3.1. 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, 12:00 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.

**IMPORTANT NOTE:** Access of persons under 18 years of age on the VIP platform (lower ring) is strictly prohibited. Contracted Partners operating the VIP platforms may request a minimum spend for certain areas on the platform.

- **One-day tickets** - they secure Authorised Participant's access to all the Festival scenes on that day, from 12:00 p.m. to 10:00 a.m. on the next day, when the Ticket becomes invalid and the Participant no longer has access to the Festival.

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, 12:00 p.m. 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.

**IMPORTANT NOTE:** Access of persons under 18 years of age in the VIP area (lower ring) is strictly prohibited. Contracted Partners operating the VIP platforms may request a minimum spend for certain areas on the platform.

- **One-day invitations** - they secure Authorised Participant's access to all the Festival scenes on that day, from 12:00 p.m. to 10:00 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.

**IMPORTANT NOTE:** It is strictly prohibited to sell or purchase invitations and to overcharge for the tickets and/or subscriptions. The Organizer reserves the right to use legal remedies to penalize those found to act as such and to annul such tickets/subscriptions.

We encourage the persons entering the Festival Area by invitation to donate money (in the designated places) which will be used for charity in Cluj county.

Tickets are not sold directly by Untold and the payment thereof is not processed directly by Untold. The Ticket authorising participation at the relevant Festival is sold by **in-town.ro**, **entertix.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, especially in respect of the following topics: payment and performance methods, invoicing, data handling and refund.

Purchased Tickets can be returned to the Contracted Partners from which they were purchased, in accordance with the terms and conditions of these entities. Standard Tickets/subscriptions may be upgraded to VIP Tickets/subscriptions against payment of an additional amount.

For the ticket price expressed in Euro, the reference exchange rate was set at 4,715 RON (Euro exchange rate of 30 October 2018 of Banca Transilvania).

The Organizer 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 for free on the Website (until a date to be further communicated by the Organiser) or on-site after paying a tax (at the entrance in the Festival Area, made by a Contracted Partner using its own infrastructure and staff or made by the volunteers contracted by Untold's partner NGO), as follows:

- Online check-in for free means that the holder of a valid Ticket enters on the Website where he/she provides his/her personal data;
- On-site check-in means that the visitor should pay a tax, and after the payment is done the organizer should do 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 free online check-in, the Ticket check-in can be made after paying a tax 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 and the age of the Participant) having attached the data collected during the check-in process.





After the exchange of the Ticket for a Wristband, the Wristband incorporates the rights and obligations provided by the Ticket.

Untold shall register and connect the Wristband to a specific person 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, etc. - are NOT valid.** Untold 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 purchase 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, Untold 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.

### 3.2. 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 check-in and access procedures and 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, Untold 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 (if they contain inflammable liquids);
- Backpacks or waist bags larger than 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:

- Compact photo cameras;
  - Semi-professional photo cameras;
  - Lighters;
  - GoPro cameras;
  - Selfie sticks (small sized and made out of light materials);
  - External batteries.
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- 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.

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.

As regards the lost objects, the Organiser shall organize a lost & found area where such items may be brought, and each owner may recover its items within 72 hours after the event is over. 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 Organizer 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.

### 3.3. 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 (non-discounted) Ticket and only accompanied by a parent/legal guardian. A parent/legal guardian may accompany only one minor under 14 years of age

Minors of 14 to 18 years of age may enter the Festival Areas only by showing a valid (non-discounted) Ticket and their identity documents.

An adult must assume liability for a minor and must fill in and sign Appendix 1 - "*Statement of commitment*" (available on the Website - Parental agreement), 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 platform, lower ring).

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@untold.com](mailto:ask@untold.com) or [csaba.kovacs@untold.com](mailto:csaba.kovacs@untold.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 15.05.2019 to 25.07.2019. 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 Organiser.

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.

### 3.4. Conduct during the Festival

In the Festival Areas, 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 others' personal rights.

Any form of economic, commercial or advertising activity on the sites of the Festival Area - including the area in front of the gates of the Festival - without the prior written permission of Untold 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 Contracted







Partner at the Festival. The use of substances qualifying as banned drugs pursuant to the applicable law is prohibited in the Area of the Festival and is punishable by law. Untold 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 Untold, regardless of the number of participants, are prohibited, unless prior written approval is granted by Untold in this regard. Such approval is granted by Untold 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. Untold 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. Untold is entitled to set out conditions pertaining to demonstrations, in particular the number of participants, location and duration, at its exclusive discretion. If Untold declares the end of a given demonstration, the participants are obliged to immediately stop the demonstration. If Untold 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.

On the sites of the Festival Area, Untold'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, Untold'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 Untold or Contracted Partners as provided under Section 3.8 herein. If Untold 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 Untold, instead of by cash.

### 3.5. Campus

Each Participant must:

- maintain the rented room in good condition and is liable for the damages caused by failure to comply with this obligation;
- notify any administrative issue;
- comply with the conduct and cohabitation rules provided by the applicable laws or the internal regulations of the building.





### 3.6 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 Sala Polivalenta and other closed environments of the Festival Area is strictly prohibited).

### 3.7. 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 Untold, its Contracted Partners as authorized by Untold, associates, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Festival.

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 with regard to the recordings of Visitors, provided that any such images are presented in connection to the Festival. Untold and persons authorized by Untold 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 Untold 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 the law, to make any claim against Untold 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 or semi-professional equipment. Visitors may not, without Untold'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. Untold is expressly not liable for other 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.

### 3.8. 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 or the Contracted Partners.

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 Untold, Transilvania 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 in the Festival Area.

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 Credit Points areas 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 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 in-town.ro 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.
- <https://www.untold.com> uses, for online transactions, the services of Transilvania Bank/EuPlatasc. 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. <https://www.untold.com> does not request or keep any of your card details.
- If the Wristband is charged using the STAR credit cards issued by Banca Transilvania, Participants get 3% from the transaction value as STAR points. If the Participant requests the refund of the amount by which the aforementioned cards were charged, the Organiser and the card issuing bank reserve the right to cancel the points thus granted for the amount which was drawn by the Participant.

**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 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).

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

- The Participant may be returned the unused amount on the Wristband anytime (s)he wishes, but not later than the first day after the festival ends; no unused amounts shall be returned after this date.
- The amounts left on the Wristband shall be returned in cash only, at the Credit Points in the Festival Area.
- The unused and unreturned amounts on the Wristband (as not requested by the first day after the festival ends, shall remain Organiser's property.

**3.9. Membership in the UNTOLD PRIME community**

Any interested person may become an UNTOLD PRIME community member provided that (s)he pays a membership fee and (s)he registers, as per these GTC and the registration procedure available on the Website or made public by other means of information.

The membership fee (the amount of which is made public during each relevant period of the year) shall be paid upon registration in the UNTOLD PRIME community (by filling in the form available on the Website). It is a fee related to each edition of the Festival, non-reimbursable and distinct from the subscription price or the purchase price of any Product and it shall not be deducted from the value of such prices.

Membership in the UNTOLD PRIME community entitles to access to the subscriptions for the participation in the relevant Festival edition at promotional prices, while subscriptions last, for each sale threshold. Thus, UNTOLD PRIME members have reserved seats at each Festival edition for which they pay a membership fee and they may purchase the subscription whenever they want, within any sale threshold available during a given period, in compliance with the time periods made public.

For the 2019 edition of the Festival, the information of how to be an UNTOLD PRIME member may be communicated no later than 15.05.2019.

In addition to a reserved seat at the Festival, UNTOLD PRIME members shall also enjoy other exclusive facilities such as:

- year-round access to the content of exclusive materials;
- access to special events;
- customized gifts;
- discounts at the online shop untold.shop: 20% at first purchase, 10% at next (following the terms and conditions of untold.shop)
- various surprises related to the relevant edition of UNTOLD Festival.

**4. Rights and obligations. Limitation of Untold's liability**

Untold 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 Untold 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 Untold and the Unauthorised Participant, Untold explicitly excludes all liability toward the Unauthorised Participant for contractual breach and for all claims that a consumer may enforce.

Untold 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 Untold with regard to such modifications, restructuring or further developments.

Consequently, Untold 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, Untold 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.

Untold is not required to cancel the Festival if there is bad weather. Should authorities require Untold 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 Untold. 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 Untold with regard to such Products and Services or in connection with the contract for such Products and Services. Untold 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. Untold 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. Untold 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 Untold, 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.

Untold does not operate luggage storage or safe deposit facilities at the Festival.

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 Untold, its Contracted Partners, other Visitors and Third Persons.

Untold 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 Untold, Unauthorised Participant, or Third Person.

Untold is not liable for any damage that may occur outside the Festival Area or on the way there and back, since Untold may solely be held liable for damage occurring within the Festival Area, providing 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.

Untold 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 legal relationship pertaining to the Festival. In such case, Untold 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 Area without delay.

Untold is entitled to impose a partial ban (applying to one or several Festivals) or full ban (applying to all Festivals organised by Untold) 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 Untold and all persons participating in such medical treatment from all responsibility for any such actions, within the limits of the law.

Continuous first aid and medical care will be provided within 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 Organisers undertake 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.

**IMPORTANT NOTE:** We recommend Participants to undergo specialized medical checks before taking part in activities involving a high level of effort too.

Untold 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.

Untold 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, Untold does not guarantee and/or confirm in any way the kind of information which may be found on such websites.

Untold 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, Untold cannot guarantee the content of the Website including, without limitation, truncated, incomplete or erroneous information or any consequences of the use thereof.

Untold 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.

**5. Intellectual property rights**

Everything posted on the Website, as well as on various kinds of media in the Festival Areas, such as, without limitation, images, texts, graphics, symbols, logos, databases, etc. shall be the property of Untold 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 Untold and/or its Contracted Partners.

The images, logos, texts of Untold’s Contracted Partners belong to them (or to Untold, if assigned to it) and are reproduced on the Website or in the Festival Areas with their approval.

Untold 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.

**6. 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 Untold systems and shall lead to immediate blocking of Website users’ access. Also, Untold reserves the right to inform the competent authorities of this attempt.

**7. Promotional offers, raffles and competitions**

Untold, 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.

#### 8. Disputes

Any dispute between Untold 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.

#### 9. Force majeure

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

Cluj-Napoca

05.11.2018





APPENDIX 1

STATEMENT OF COMMITMENT

The undersigned, \_\_\_\_\_,  
domiciled in \_\_\_\_\_, Street \_\_\_\_\_,  
Number \_\_\_\_\_, building \_\_\_\_\_, apt. \_\_\_\_\_, county \_\_\_\_\_, identified with ID card  
series \_\_\_\_\_, No. \_\_\_\_\_, tel. \_\_\_\_\_, e-mail \_\_\_\_\_,  
as a parent  / legal guardian  of the minor \_\_\_\_\_,

I hereby represent that I take full responsibility for the minor, I allow his/her participation in the 2019 Untold Festival and I take responsibility for (i) any incident and injury that the minor may incur due to my lack of appropriate supervision and for (ii) any damage or loss caused by the minor due to his/her fault to the Organiser or to any other individuals or legal entities participating in the Festival.

Also, I hereby represent that I took note of the specific conditions required by the Organiser of the 2019 Untold Festival in the General Terms and Conditions applicable to the Festival, in particular those concerning minors, and I undertake to fully comply with them.

My contact telephone number: \_\_\_\_\_

DATE

\_\_\_\_\_

PARENT/LEGAL GUARDIAN

\_\_\_\_\_

