

GENERAL CONDITIONS APPLICABLE TO EVENTS

ORGANIZED BY SAGA FESTIVAL SRL

Definitions

In these General Conditions the following definitions apply:

‘SAGA’: The private company with limited liability SAGA FESTIVAL SRL with its registered office in Bucharest, district no. 1, 5 D.I. Mendeleev street, 1st floor, room no. 2, J40/2309/2020; Sole Registration Code 42279335, and/or its affiliated companies;

‘General Conditions’: These General Conditions;

‘Visitor’: The Consumer visiting the Website and/or who buys an Admission Ticket for an Event and/or who visits an Event;

‘Consumer’: any natural person or group of natural persons constituted in associations, as defined in art. 2 point 2 of the Government Ordinance no. 21/1992 on consumer protection, republished, with subsequent amendments and completions;

‘Digital Content’: those data that are produced and delivered in digital form;

‘Event’: An event organized in Romania by SAGA in the broadest sense of the word including indoor events, outdoor events and music festivals;

‘Product’: An item, resulted from an activity of an enterprise, such as merchandise, clothing, posters, books, material carriers, CDs and DVDs; or any movable tangible property, except for goods sold by enforcement or capitalized as a result of the application of legal provisions; water, natural gas, electricity and heat are considered "products" when they are offered for sale in a limited volume or in a fixed quantity;

‘Distance Contract’: The agreement with regard to buying and delivering physical products or services and/or digital content, whereby (up to and including) the formation of that agreement only one or more techniques for distance communication are used in connection with a distance sale system organized by SAGA (the Website);

‘Admission Ticket’: A physical and/or digital document, ticket or barcode delivered to the Visitor by SAGA and/or an official sales organization engaged by SAGA, which entitles the holder to access and/or attend an Event;

‘Website: “sagafestival.com” and/or any official website of a SAGA;

‘Counterparty’: A Visitor, a Consumer or a Supplier, as meant in these General Conditions;

‘Third Party’: Every Party that sells a product or service in relation to the Event, not being SAGA.

2.Applicability

2.1 These General Conditions are applicable to all offers by SAGA and to all agreements between SAGA and the Counterparty indicated in this document.

2.2 These General Conditions are also applicable to agreements formed with the intervention of an official sales organisation engaged by SAGA such as but not limited to Bilete.ro.

2.3 If an Event is organised by a company affiliated to SAGA, these General Conditions will be applicable provided they can be consulted on the website of the respective Event. Therefore, the respective company will be the contracting party and also the 'user' of these General Conditions in accordance with the Romanian Law.

2.4 The applicability of any terms and conditions of the Counterparty are hereby rejected by SAGA.

2.5 Any deviation from the General Conditions will only be binding if SAGA has agreed to this deviation in writing.

3.Viewing

3.1 For entering into the agreement the General Conditions are made available electronically in such a way that the Counterparty can save them onto a durable data carrier. Moreover, the General Conditions can be viewed via the relevant Website. In addition, at the first request, these General Conditions will be sent electronically or in another way to the Counterparty. A request to this end can be sent to info@sagafestival.com.

4.Amendments

4.1 SAGA reserves the right to amend the General Conditions unilaterally. The amended version of the General Conditions will be clearly published on the relevant Website. The amended version of the General Conditions will be effective from the moment of publication.

General Conditions with regard to admission tickets and event visits

1.Formation of the agreement

1.1 The agreement between SAGA and the Visitor with regard to the sale and delivery of Admission Tickets and visiting an Event is concluded at the moment that the Visitor orders and/or buys an Admission Ticket for the Event from SAGA or from an official (pre-)sale address engaged by SAGA. These General Conditions are applicable to all Admission Tickets and form an integral part of the said agreement. By acquiring and/or using an Admission Ticket and/or entering the Event the Visitor accepts the contents of these General Conditions.

2.Admission Ticket

2.1 The Admission Ticket entitles the Visitor to access and attend the Event. The Visitor will only gain access to the Event upon presentation of a valid, personalized with full name of the Visitor and undamaged Admission Ticket. The Admission Ticket will be given once and entitles the person to enter the Event. Only the Visitor who upon commencement of the Event is the first one to show the Admission Ticket will be given access. Only the Visitor who upon commencement of the Event is the first one to show the Admission Ticket will be given access. The Admission Ticket remains the property of SAGA.

2.2 For access to the Event, the Visitor must ensure that the name written on the Admission Ticket is the same as the name on his or her identity card. SAGA reserves the right to verify compliance between the data entered on the Admission Access Ticket and the original valid identity card of the Visitor- both must be together presented at the entrance to the Event.

2.3 SAGA assumes that the holder of this Admission Ticket is also the person who bought the Admission Ticket. SAGA is not obliged to carry out further verification with regard to valid Admission Tickets. The Visitor himself must ensure that he becomes and remains the holder of the Admission Ticket provided by SAGA or by a (pre-)sales address engaged by SAGA. From the moment that the Admission Ticket has been provided to the Visitor, the risk of loss, theft, damage or abuse of the Admission Ticket rests on the Visitor.

2.4 SAGA reserves the right to impose a maximum on the number of Admission Tickets to be ordered per person and the Visitor is obliged to observe the maximum number imposed by SAGA.

2.5 SAGA only guarantees the validity of the Admission Ticket if the Admission Ticket has been bought from SAGA or from a (pre-)sales address acknowledged by SAGA. The burden of proof of this rests on the Visitor.

2.6 The Admission Ticket entitles persons above the age of 18 (eighteen) years old to enter the Event, unless explicitly stated otherwise. SAGA will allow the access of persons under 18 years, under the following conditions:

2.6.1 The access of minors between 14-18 years old will be allowed only on the basis of a valid ticket, the ID, and either accompanied by a parent or by presenting a filled out parental consent form (which will have the content established by SAGA and which will be made available to those interested in the Guide section on the official website of SAGA) - the parental agreement must also be accompanied by a copy of the birth certificate or any other document that proves that the person who completed and signed the parental agreement is the parent of the minor in question.

2.6.2 Persons under the age of 18 who have acquired full legal capacity and are therefore of full/legal age must prove this fact by any means of evidence (marriage certificate or final court decision); in the case of these persons, it is no longer necessary to present the parental consent.

2.6.3 Access of minors under the age of 14 is allowed only in the company of a parent.

2.6.4 It is strictly forbidden for a parent to leave the location of the event without the minor with whom he has access to the location.

2.6.5 Access of minors under the age of 10 is recommended to be done by 21:00.

2.6.6 Minors under 7 years old have free access to the Event. At the request of the persons responsible for security and monitoring, as well as of the representatives of the Organizer, the attendant is obliged to present documents (student card, passport or any other document containing the minor's picture) attesting the minor's age. Due to the very loud noise produced during the Festival, the Organizer does not recommend the presence of children under 7 years old at the Festival.

2.6.7 Minors will receive Wristbands of a different colour, which will allow them to be easier to identify.

2.6.8 People/visitors who suffer from various eyesight and/or hearing disorders, regardless of age, must inform themselves in advance about the program and content of the event and, if necessary, must wear legally approved devices for eyesight and hearing protection. The organizer recommends these devices to be used by all visitors under the age of 14; these devices are also mandatory for people under the age of 10- SAGA likes to emphasize the importance of hearing protection, especially for our younger fans.

2.6.8 Purchase and consumption of alcoholic beverages and/or cigarettes is forbidden for minors. It is also forbidden to offer these products by adults to minors.

2.6.9 The entire responsibility regarding the minor and his presence at the event belongs to the accompanying parent or the parent who completed/signed the parental agreement.

2.6.10 Possession and consumption of drugs and other substances prohibited by law is strictly forbidden for all participants/visitors to the event and leads to the criminal liability of the offenders, according to the Romanian applicable Law.

3.Prohibition of reselling the Admission Ticket

3.1 The Visitor is obliged to keep the Admission Ticket for himself. The Visitor is not allowed to resell the Admission Ticket and/or to offer it for sale to third parties.

3.2 The Visitor is not allowed to advertise the Event or give any (other) form of publicity to the Event.

3.3 The Visitor is not allowed to transfer the agreement and/or rights arising from it to a third party unless this is for no consideration and not for profit. This stipulation has legal effect under property law. If the Visitor provides his Admission Ticket to a third party for no consideration and not for profit, he is also obliged to impose the obligations imposed on him as the Visitor as set out in the previous paragraphs of this Clause, on the person to whom he has made the Admission Ticket available. The Visitor guarantees to SAGA that this person/these persons will fulfil these obligations. The transfer of an Admission Ticket, under the conditions mentioned above, automatically implies the acquisition by the new holder of all the rights and related obligations (including those stated in these general conditions).

3.4 The Visitor is not allowed to transfer the agreement and/or rights arising from it to a third party unless this is for no consideration and not for profit. This stipulation has legal effect under property law. If the Visitor provides his Admission Ticket to a third party for no consideration and not for profit, he is also obliged to impose the obligations imposed on him as the Visitor as set out in the previous paragraphs of this Clause, on the person to whom he has made the Admission Ticket available. The Visitor guarantees to SAGA that this person/these persons will fulfil these obligations. The transfer of an Admission Ticket, under the conditions mentioned above, automatically implies the acquisition by the new holder of all the rights and related obligations (including those stated in these general conditions).

3.5 If the Visitor does not fulfill his obligations under this Clause, the Visitor will owe to SAGA a penalty immediately due and payable of €5,000.00 for each breach and €1,000.00 for every

day that the breach continues, notwithstanding the right of SAGA to claim from the Visitor specific fulfilment and/or compensation for the loss suffered or still to be suffered.

3.6 In that case SAGA will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor (further) access to the Event, without the Visitor being entitled to repayment of the amount (including the service charges) which he paid to SAGA for the Admission Ticket, whether or not via an official (pre-)sales address.

4. Obligations of the Visitor

4.1 SAGA is entitled to body search the Visitor or have his body searched prior to entering and/or during the Event and the Visitor is obliged to have him or her body searched.

4.2 The Visitor is obliged to identify himself at the first request, during his visit to the Event as well as upon ordering the Admission Ticket, by presenting a valid and official proof of identity.

4.3 It is forbidden to possess or bring along to the Event any cameras, spray cans, sprays, selfie sticks, drones, glassware, plastic bottles, tins, (alcoholic) beverages, food, drugs, flammable substances, fireworks, (fire) arms and/or other dangerous objects. SAGA is entitled to confiscate these items. Any confiscated items shall not be returned but collected and destroyed by SAGA and/or a third party appointed by SAGA.

4.4 Recording the Event without explicit prior written approval from SAGA by means of professional recording equipment with a commercial purpose in any form whatsoever, including photography, filming and making audio and/or visual recordings is not allowed. This also applies to reprinting and/or copying items from the programme (booklet), posters and other printed works. If the Visitor acts in breach of this clause, SAGA is entitled to confiscate these recordings and to destroy, use and/or exploit them at its sole discretion, notwithstanding the right of SAGA to claim from the Visitor specific fulfilment and/or compensation of any damages thus suffered or still to be suffered.

4.5 If the Visitor has made recordings of a part of the Event by using non-professional recording equipment (such as a smartphone), these recordings are strictly for private use and they shall not be exploited in any way by the Visitor and/or made public for commercial purposes.

4.6 The Visitor is obliged to observe the (safety) regulations (including house rules) and/or directions of SAGA, the operators of the location where the Event is held, the security personnel (security), the fire services and other authorized personnel. The Visitor is not allowed to harass and/or interfere with other visitors and personnel present during the Event. Neither is the Visitor allowed during the Event and/or the location of the Event to be publicly under influence (from alcohol, narcotic substances, drugs or otherwise) and/or to urinate/defecate outside the designated public toilets. If at the place of the Event there is also a smoking ban, this prohibition will apply to all smoking materials, including electronic smoking products (e-cigarettes).

5. Denied access to Event

5.1 If the Visitor breaches one or more of the provisions as set out in these General Conditions, SAGA is entitled to declare the Admission Ticket invalid, to deny the Visitor (further) access to the Event, to remove the Visitor from the location where the Event is held,

to transfer the Visitor to the police and/or to claim compensation for any damages suffered or still to be suffered.

5.2 SAGA at all times reserves the right to deny the Visitor any (further) access to the Event or to remove the Visitor from the location where the Event is held if SAGA in its sole opinion or discretion deems this necessary to maintain public order and safety during the Event or for compliance with the applicable legal provisions. This, for example, applies as well if a visitor wears or carries clothing, texts or signs which, in the opinion of SAGA, may be offensive, discriminating, insulting to or cause aggression or unrest among other visitors.

5.3 If in the opinion of SAGA it is likely that an Admission Ticket has been forged, SAGA will also be entitled to declare the Admission Ticket invalid and/or to deny the Visitor any (further) access to the Event.

5.4 In the cases referred to in this Clause the Visitor will not be entitled to repayment of the amount that he has paid for the Admission Ticket (including the service charges) to SAGA, whether or not via an official (pre-)sales address. In addition, in the cases set out above the Visitor cannot claim any compensation and/or any damages suffered.

6. Recording the Event by or on behalf of SAGA

6.1 SAGA is entitled to record the Event, which includes the right to make video and/or audio recordings, or have them made, of the Event, the Visitor and the other visitors of the Event. SAGA is entitled to exploit and/or reproduce and/or publish these videos and/or sound recordings or have them published, in any form and in any way whatsoever. By entering (the location of) the Event the Visitor grants his or her unconditional consent to the making these recordings including the editing, publishing and exploitation thereof, including for commercial purpose, without being entitled to any compensation.

6.2 Insofar as the Visitor has any right (including without limitation copyright, related rights and/or portrait right) with regard to the recordings referred to in this clause, the Visitor hereby transfers these rights to SAGA unrestricted, without any material or moral compensation from SAGA, and the Visitor hereby relinquishes irrevocably his/her moral rights or the Visitor will not invoke them. Should this transfer in advance not be legally valid, the Visitor will be obliged at the first request of SAGA to give the necessary written consent and/or to sign a transfer deed in which the said rights will be transferred to SAGA and/or to any of its affiliated companies free of charge.

7. Tokens

7.1 Consumption vouchers and/or consumption tokens bought during the Event will exclusively be valid during the Event. Consumption vouchers and/or consumption tokens bought cannot be exchanged. For efficiency and Visitor's comfort and security reasons a cashless payment system will be used.

7.2 **Refund** – Refund of money left on consumer vouchers and / or consumer tokens and / or wristband at the end of the festival/Event.

7.2.1 Refund is the act by which a Visitor recovers his or her remaining money on consumer vouchers and / or consumer tokens and / or wristbands, under the conditions detailed in these General Conditions Regulation.

7.2.2 Unused amounts on consumer vouchers and / or consumer tokens and / or bracelets can be exchanged for cash, through the process called REFUND (REFUND), under the conditions imposed by SAGA.

7.3 Refund conditions and procedure:

7.3.1 SAGA FESTIVAL SRL will officially announce before May the 1st, 2023 regarding the policy of the payment system during the festival, and how can the visitor be reimbursed. The announcement will be published on [...].

7.3.2 For prior information, we inform you that we might consider the following reimbursement methods: 7.3.3 On-line refund

7.3.3.1 The refund of your remaining balance on the wristband will be made EXCLUSIVELY ONLINE, after the festival until [30 of September, 2023, 17:00 hours, ROMANIA time.

7.3.3.2 For this operation, please keep the PIN number validation, and the wristband number; you will need it for the refund. The refund can only be made to the owner of the bracelet. No person may request a refund for more than one bracelet, except in the case of persons who have purchased tickets for more than one day, but not 3-day season tickets.

7.3.3.3 The online refund process refers to the return of amounts that come only from online transactions – the return will be made upon request, by filling out a form by the Visitor.

7.3.3.4 For the online return of unspent amounts, a fee of 5 Lei is charged – representing processing fee / bank transfer, automatically withdrawn from the Event account; under these conditions, amounts less than or equal to 5 lei will not be returned to the applicants; they will remain the property and at the disposal of the organizer - please take this aspect into consideration when you choose to charge the bracelets or make various purchases.

7.3.3.5 REIMBURSEMENT MUST BE REQUESTED (BY FULFILLING ALL THE ABOVE MENTIONED CONDITIONS) WITHIN THE TERM MENTIONED IN THE ABOVE ART. 7.3.3.1 OTHERWISE THE AMOUNT OF MONEY WILL NO LONGER BE REFUNDED TO THE VISITOR, REGARDLESS OF ITS VALUE.

7.3.3.6 If the visitor has not withdrawn his or her unspent amounts or, as the case may be, has not filled in a form requesting an online refund by the dates indicated above, these amounts become the property of SAGA.

7.3.3.7 The refund will be made in approximately 14 days after completing the form, directly on the card on which the online transaction was uploaded. The 14-day period can be extended for reasons beyond SAGA's control, such as the bank's work schedule or the way and conditions for operationalizing bank transactions.

Visitors are obliged to fill in and verify the data on the form correctly, as they are fully responsible for how they fill in the data in the refund form.

SAGA has no responsibility for the obligation to refund if some information is invalid or has been incorrectly completed.

The refund service is valid and can be accessed by the Visitor only after the start of the Event. Refunds are not allowed before the start of the Event except in exceptional and punctual situations indicated by SAGA.

7.3.4 No cash refunds will be allowed.

8.Liability

8.1 The Visitor attends the Event at his own risk.

8.2 SAGA does not accept any liability for hearing loss, vision loss, blindness and/or other physical injuries and/or damage to goods, such as – but not limited to – clothing, whether or not inflicted by other visitors to the Event. SAGA explicitly advises the Visitor to wear ear protection during the Event.

8.3 SAGA will only be liable for damage to the Visitor that is the result of negligence attributable directly to SAGA.

8.4 The total liability of SAGA hereunder is limited to compensation of reasonable, documented and direct out-of-pocket expenses and damages of the Visitor to a maximum of the amount paid under the third party general liability insurance of SAGA.

8.5 SAGA's liability for indirect damage, including consequential loss, immaterial damages, lost profits, missed savings and/or damage due to business interruption, is excluded.

8.6 The Visitor is obliged to report any damages within 48 hours after the Event to SAGA via info@sagafestival.com or otherwise any right to claim damages is declined.

8.7 The Visitor is obliged to report any complaints within 30 days after the Event to SAGA via info@sagafestival.com or otherwise any right to compensation is declined.

8.8 If SAGA directly or indirectly engages any subordinates, non subordinates, auxiliary persons, third parties and/or other persons in performing the agreement, any liability of SAGA will be excluded and SAGA will not be liable for damage caused by these persons.

8.9 SAGA will endeavour to ensure that the Event will be performed as much as reasonably possible according to the time schedule and line-up announced. However, SAGA cannot be held liable for any changes and/or deviations and for any damage that might arise from this for the Visitor. SAGA can also not be held liable with regard to the way in which the artist performs and the length of the artists' performance. The start time indicated on the Admission Ticket or the unfolding of the Event can be modified with or without the will of SAGA, in which case SAGA will not be held liable in any way.

9. 8.10 The Visitor shall indemnify SAGA against any claims by third parties with regard to the damage for which the Visitor will be liable towards these third parties. The Visitor shall compensate SAGA for any damage including all legal costs incurred by SAGA that might be the result of any claim by those third parties. **Cancellation and postponement**

9.1 Force Majeure

9.1.1 SAGA shall not be held liable for any total or partial failure to fulfil its obligations or for any delay in fulfilling its obligations in case of a force majeure event.

9.1.2 Force Majeure is an unpredictable, external and unavoidable event (e.g. war, revolution, earthquake, flood, embargo, general strike, pandemic or epidemic with serious consequences, riot, fire, delay of transportation, extraordinary weather conditions, new legal regulations and limitations imposed by the authorities, outside of the control of either Party etc.) whose extent and duration do not depend on the control of SAGA, produced after the assuming one or some obligations by SAGA regarding the organization and development of an event and which obstructs the total or partial execution of the obligations assumed by SAGA.

9.1.3 Any fees/costs and obligations assumed by SAGA are valid for conditions of socio-economic normality and in case there are no force majeure events or other events that would affect its normal economic activity.

9.1.4 If, independently of the will and fault of SAGA, any restrictions or limitations will appear or will be imposed by the authorities as a result of crisis caused by the pandemic SARS COV 2 / COVID 19, war, calamities, etc. or other provisions of any other nature, and the event(s) will be cancelled / postponed as a result of the legal provisions in force that have the effect of preventing or limiting in any way their development, SAGA will not be held liable for non-compliance with any of the assumed obligations. At the same time, if possible, SAGA undertakes to postpone the execution its obligations in case of postponement of the above event(s), for the new date set by SAGA in order to organize / carry out the event(s) in question, without any additional liability, costs or penalties of any kind.

9.1.5 In the event of force majeure, SAGA is entitled to reschedule the Event to another date or location or to cancel the Event, without being held liable in any way to the Visitors for these decisions. In case of cancellation or postponement SAGA will make this decision public by media and/or by publishing its decision on www.sagafestival.com. SAGA will not be responsible for any damages arising from changing the date or postponing the Event, as referred to above. If the Event is moved, postponed or cancelled, as referred to above, SAGA will publicize this fact as far as possible in the manner that it deems appropriate, including on the website, among others through mentioning the applicable terms for a refund (if appropriate) of the amounts of money paid by the Visitor.

9.2 In any of the above-mentioned cases SAGA will not pay any penalty or legal interest to the Visitor. At the same time, if the Event is cancelled or rescheduled for reasons beyond the control of SAGA, the Visitor undertakes to refrain from any action or litigation against SAGA, both in terms of the Event itself and the voucher and / or reimbursement of any amount of money.

9.3 If the Event is not banned by the authorities nor cancelled, nor moved or postponed by SAGA because of force majeure, but a Visitor nevertheless decides not to attend the Event due to, for example, fear, health problems or disappointment weather, the Visitor cancels at his own expense.

9.4 Taking into account the special regulations as a result of the COVID-19 crisis (see art. VIII of G.E.O. no. 174/2020 amended and approved by law no. 131/2021) the following provisions shall apply:

(1) By way of derogation from the provisions regarding the right of withdrawal, as it is regulated by Government Emergency Ordinance no. 34/2014 on consumer rights in contracts concluded with professionals, as well as for amending and supplementing some normative acts, approved with amendments by Law no. 157/2015, with subsequent amendments and completions, published in the Official Gazette of Romania, Part I, no. 427 of June 11, 2014, starting with the date of entry into force of this emergency ordinance, for cultural events and activities, film festivals and screenings to be held during the state of emergency or alert, in which the right to organization of these events by the competent authorities, the following rules shall apply:

1. a) in case of rescheduling the event or festival, the participant in the event or festival will be able to use the purchased access ticket, benefiting from all the rights conferred by the access ticket on the date of rescheduling the event or festival. The term for bringing to the public's notice the date of rescheduling the event or festival is a maximum of 6 months from the date of the end of the period of suspension of the right to organize events and festivals;
1. b) in case of cancellation or rescheduling of the event or festival, the participant in the event or festival will receive from SAGA a voucher for the full amount paid, voucher to be used to purchase products or services from the range offered by SAGA, according to a detailed regulation communicated by SAGA.
1. c) if the voucher is not used for the purchase of products or services until the expiry of the term provided in let. a), SAGA will reimburse all the amounts he received from the consumer within 90 days calculated from the last day of the rescheduling term.

(2) SAGA has the obligation to offer a term of 30 days to the ticket buyer, in order to choose between using the ticket for the rescheduled event or festival or the voucher provided in par. (1) lit. b). After the expiration of the 30 days, the ticket automatically becomes valid for the rescheduled edition of the event or festival.

10. **Installment payment plan.**

10.1 In certain situations, strictly announced and defined by SAGA, the Visitor will be allowed to pay the amounts due in installments, according to a payment plan, starting with a down payment followed by a certain monthly amount until the total price is fully paid. SAGA will offer Visitors the opportunity to make use of a ticket installment payment plan, consisting in the payment of the price of the Admission Ticket in several installments according to the specific payment plan terms, posted on www.sagafestival.com. **IN CASE THAT THE VISITOR FAILS TO TIMELY PAY (ONE OF) THE INSTALLMENTS, SAGA SHALL GRANT THE VISITOR A REMEDY PERIOD OF 14 DAYS TO FULFILL HIS OR HER PAYMENT OBLIGATIONS. IN CASE THAT, AFTER THOSE 14 DAYS, THE VISITOR STILL HAS NOT PAID THE OUTSTANDING INSTALLMENT(S), SAGA WILL CANCEL THE ISSUED ADMISSION TICKET AND WILL NOT REFUND THE PAYMENTS ALREADY MADE BY THE VISITOR, REGARDLESS OF THEIR VALUE.**

10.2 **Access for persons with disabilities to events**

People with disabilities have free access to cultural-artistic events organized by SAGA, by prior registration.

In order to come to the aid of persons with disabilities, according to law no. 448/2006, for the events or performances organized by SAGA, we allocate a number of invitations, established by SAGA for each event.

Access:

People with disabilities, regardless of their degree of disability, can be assisted by an accompanying adult who, in turn, has free access to the event too.

Minors with a medium, severe or grave disability, as well as those placed under judicial interdiction must be accompanied by the legal representative (parent / legal guardian / curator) or by an adult who has been empowered in this regard by the legal representative.

Minors with a mild degree of disability may attend the event unaccompanied but must present parental consent to be allowed access.

Adults with medium, severe or grave disabilities must be accompanied by an adult as a companion.

Grants and access to events organized by SAGA will be made only on the basis of personal identification.

In order to receive these invitations (in the situations provided above), please register on the nominal table at the e-mail address info@sagafestival.com and also attach the scanned supporting documents:

- Identity Card of the disabled person;
- the medical certificate issued in accordance with the law stating the type and degree of disability and the card granted to persons with disabilities (if any);
- Identity Card of the accompanying person (if applicable);
- the document stating the status of the attendant.
- Parental agreement / special power of attorney if applicable;

The attendant is fully responsible both during the event and before / after it for any effect / manifestation of the person accompanying him, which could result from the event. The organizer is relieved of any liability.

Access to the event will be made only on the basis of identity documents, both for the disabled person and for his / her companion.

Warning!

The sound level and the light or pyrotechnic effects used in some of the events organized by SAGA may have negative effects on people with some neuro-mental disorders. Before requesting registration in order to participate in an event, please inform yourself about its content and its development and consult, as appropriate, a specialist doctor

11. Standholders at the Event

At the Event, Visitors may be offered products by Third Parties, such as merchandise items and food or beverages. With regard to this please be noted that SAGA is not a party to any agreement between the Visitor and the Third Party. The Consumer will try, buy or consume products delivered by the Third Parties at his own risk and indemnifies SAGA against any claim for costs or damages that may arise from an agreement between the Visitor and the Third Party.

3 General conditions for online purchases

1. Offer, Formation of Distance Contract

1.1 These General Conditions are applicable to any offer by SAGA and to any Distance Contract between SAGA and the Consumer with regard to buying and delivering Products and Digital Content.

1.2 The offer includes a complete and accurate description of the products offered, digital content and/or services and will specify in particular:

- a) the major characteristics of the items or the services;
- b) the identity of SAGA;
- c) the address where SAGA is established and the telephone number, fax and e-mail address;
- d) the total price of the items and/or services including all taxes, where appropriate, all extra freight, delivery or postage charges and any other costs;
- e) the payment method, delivery, execution, the period within which SAGA undertakes to deliver the item and/or service;
- f) Any repair or replacement of the products will be made within a period of time, agreed by agreement, in writing, between SAGA and the Consumer, taking into account the nature of the products and the purpose for which he requested the products. The established time period may not exceed 15 calendar days from the date on which the Consumer, as the case may be, informed SAGA of the non-conformity of the product or handed over the product to SAGA or to the person designated by SAGA on the basis of a handover document.
- g) when a right to dissolve the agreement exists, the conditions, the period and the modalities for exercising this right, as well as the model form for dissolution;
- h) the fact that the Consumer will have to bear the costs of returning the items in the event of the right to dissolve being exercised and, if the items by their nature cannot be returned via ordinary mail, the costs of returning the items;
- i) if the right to dissolve the agreement is not provided for, the information that the consumer has no right of dissolution or, insofar as this is applicable, the circumstances in which the consumer renounces his right of dissolution.
- j) a reminder of the existence of the statutory guarantee that the item delivered must conform to the agreement;

k) the existence and the conditions of assistance to the Consumer after the sale, of after-sale services and of commercial warranties;

l) insofar as this is applicable, the functionality of digital content including applicable technical security features;

m) insofar as is applicable, the relevant interoperability of digital content with hardware and software of which SAGA is aware or can reasonably be assumed to be aware of.

1.3 Distance selling aimed at continuous or periodic delivery of items or services is excluded from a Distance Contract.

1.4 SAGA is not bound by the offer if it contains an obvious error and/or fault.

1.5 The Distance Contract between SAGA and the Consumer is concluded at acceptance of the offer by the Consumer. A constitutive requirement for this acceptance is the acceptance electronically of these General Conditions.

1.6 After conclusion of the Distance Contract in accordance with the previous clause 1.5, SAGA will immediately confirm its receipt to the Consumer via email. This email shall include all the information as referred to in paragraph 2 of this Clause.

1.7 SAGA is entitled to refuse an order after acceptance of the offer by the Consumer if in the opinion of SAGA there is a reasonable chance that the Consumer will not fulfil his or her payment obligations and/or the Distance Contract cannot be carried out responsibly for any other reason.

2.Cooling-off

2.1 The Consumer can dissolve the Distance Contract with regard to the delivery of Products without stating the reasons up to a period of fourteen days after the date on which the Consumer received the Product.

2.2 The Consumer can cancel the Distance Contract with regard to the delivery of Digital Content without stating the reasons up to a period of fourteen days after the date on which the agreement has been formed.

2.3 The Consumer will exercise this right by sending SAGA the completed form for cancellation within the period stated in paragraph 1 (the cooling-off period) or by sending SAGA a similar unambiguous statement within this period.

2.4 If SAGA has not supplied the required information for cancellation to the Consumer timely, the (extended) cooling-off period will end twelve months after the termination of the (original) cooling-off period. If SAGA has provided the Consumer with the said information within twelve months after the (original) cooling-off period commenced, the (extended) cooling-off period will expire 14 days after the date on which the Consumer received the required information on a durable data carrier.

2.5 The burden of proof with regard to the accurate and timely exercise of the right of revocation rests on the Consumer.

3.Rights and obligations in exercising the right of revocation

3.1 The Consumer shall return the Products received by him or her immediately or at the latest within fourteen days after issuing the statement of revocation.

3.2 The Consumer shall bear the direct costs of returning the Product.

3.3 During the cooling-off period the Consumer must handle the Product and the packaging with due care. The Consumer shall only unwrap or use the Product to the extent it is necessary to determine the nature, the characteristics and the operation of the Product. The Consumer is liable for any decrease in value of the Product that is the result of the use of the Product going beyond the provisions set out in this Clause.

3.4 After the cancellation of the Distance Contract SAGA shall immediately or at the latest within fourteen days after the date on which the statement of revocation has been received, refund all amounts received from the Consumer, including the delivery costs. For the refund SAGA will use the same payment method as used by the Consumer.

3.5 Unless SAGA itself collects the Product delivered following the cancellation of the agreement, the Consumer is entitled to the refund after receipt of the Product by SAGA or after the Consumer provides proof of return of the Product, whichever is the earliest.

4.Exclusion of right of cancellation

4.1 The Consumer has no right of cancellation, in particular in case of:

a) the delivery of audio and video recordings and computer software (Products) the seal of which has been broken after delivery;

b) the provision of services in connection with leisure activities including the delivery of Admission Tickets and associated agreement with regard to visiting an Event;

c) the delivery of Digital Content insofar as:

1) SAGA started the performance of the Distance Contract with the explicit prior consent of the Consumer; and

2) the Consumer stated that he or she renounced his or her right of cancellation.

5.Prices

5.1 All prices indicated on the Website are including VAT and excluding freight, delivery or postage charges. The costs for the use of means of communication are not passed on to the Consumer. SAGA shall not increase the stipulated price within a period of three months after the Distance Contract has been formed. However, SAGA reserves the right to change the prices in connection with a statutory VAT change or by any other effect of applicable law.

6. Payment

6.1 The Consumer must pay the amounts due at the latest within 14 days after conclusion of the Distance Contract in accordance with the instructions provided by SAGA and/or the payment service provider appointed by SAGA.

6.2 The Consumer is obliged to pay the purchase price prior to SAGA having to execute delivery of the items and/or services.

6.3 If the Consumer does not fulfill his or her payment obligation(s) timely, SAGA shall grant Consumer a further period of 14 days to fulfill his payment obligations. At expiration of the extended payment term, Consumer will owe the statutory interest on the amount still outstanding and SAGA is entitled to charge the extra-judicial collection expenses. Furthermore, in case that the Consumer fails to pay all and complete the installments, SAGA shall not be obliged to refund the payments made by the Consumer, regardless of their value.

7. Fulfillment, conformity, extra warrant

7.1 SAGA guarantees that the Products and the Digital Content comply with the Distance Contract, the specifications stated in the offer, the reasonable requirements of soundness and/or usefulness and the legal provisions existing on the date on which the agreement is formed.

8. Delivery

8.1 SAGA shall deliver the agreed Products and/or Digital Content to the Consumer at the latest within thirty days after the Distance Contract has been formed.

8.2 The delivery of Products will take place via regular mail. The place of delivery is the address specified by the Consumer.

8.3 The risk of damage to and/or lost Products rests with SAGA up to the moment of delivery to the Consumer.

8.4 The delivery of Digital Content takes place by means of an internet connection in a file format customary at the moment of delivery. The Consumer is responsible for his access to a sufficiently fast internet connection and for having the required internet communication technology (ICT) equipment such as, but not limited to, a computer, tablet or smartphone, in order to be able to receive and play the Digital Content.

8.5 At the moment of delivery the Consumer will acquire the right to use, play, listen to and view the Digital Content (right of use). However, SAGA reserves on behalf of itself and/or entitled third parties all intellectual property rights with regard to the Digital Content, such as, but not limited to, publishing, commercial use, reproducing and (digitally) lending the Digital Content.

8.6 If the delivery of Products and/or Digital Content is delayed or if an order cannot be carried out or only partly, whether or not for technical reasons, the Consumer will be informed of this as soon as possible but at the latest within thirty days after the Distance Contract has been formed. In that case the Consumer will be entitled to cancel the Distance Contract without any costs. After the cancellation SAGA shall refund the amount that the Consumer paid, no more than 7 days after the cancellation of the contract.

9. Duty of complaint

9.1 The Consumer is obliged to examine as soon as possible after the delivery whether the Product and/or the Digital Content complies with the Distance Contract. The Consumer can no longer invoke that the item which has been delivered does not comply with the Distance

Contract if he has not informed SAGA of this within a reasonable period after his discovery. A notice up to two months after discovery is in this connection considered as within due time.

10. Final provisions

10.1. PERSONAL DATA PROTECTION

10.1.1 The parties undertakes to keep the confidentiality of the information, documents, activities and any data about which they became aware as a result of buying a ticket and participating/organising an event, as well as subsequent to its termination for a period of 5 years, regardless of the reasons for the termination.

10.1.2 The parties declare and understand that they will use the confidential information that come to them only in the interest and for the purpose of fulfilling its obligations and undertake not to transmit it to third parties, for whatever reason and in whatever form it may be transmitted unless this fact serves to fulfil their obligations.

10.1.3 Regarding personal data, the Parties will comply with their legal obligations including, in particular, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data, personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) and law no. 190/2018 on measures for the implementation of the above-mentioned Regulation.

10.2. Other provisions

10.2.1 If one or more provisions in the General Conditions are invalid or are annulled, the remaining provisions will remain fully applicable. In that case SAGA and the Counterparty will replace the invalid or annulled provision(s) by (a) legally valid provision(s) seeking as much as possible a connection with the original intent of the respective Clause.

10.2.2 SAGA is at all times entitled to amend these General Conditions unilaterally.

10.3. Applicable law, competent court

10.3.1 These General Conditions and the associated agreement are exclusively governed by the Romanian law.

10.3.2 Any disputes arising from or associated with the General Conditions and the associated agreement will exclusively – to the exclusion of any other court – be submitted to the district court of Bucharest.

The most recent change to this General Terms was on January 31st 2023.