

GENERAL CONDITIONS APPLICABLE TO EVENTS ORGANIZED BY SAGA FESTIVAL SRL

I. General Aspects

II. General conditions regarding access tickets and visits to the event

III. General conditions for online purchases

IV. Final provisions

I. General Aspects

1. Definitions

In these General Conditions the following definitions apply:

‘SAGA’: The private company with limited liability **SAGA MUSIC FESTIVAL SRL** with its registered office in București, district no. 4, Muzelor street no. 22A, floor 4, J40/649/16.01.2024; Sole Registration Code 49409807 and/or 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’: merchandise, clothing, posters, books, material carriers, CDs and DVDs; or any movable tangible property;

‘Distance Contract’: any contract concluded between the professional and the consumer within an organized distance sales or service provision system, without the simultaneous physical presence of the professional and the consumer, with the exclusive use of one or more means of distance communication, up to and including when the contract is concluded;

‘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 Paylogic or Bilete.ro or iabilet.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. SAGA hereby rejects the applicability of any terms and conditions of the Co-contractor, the General Conditions being the only terms and conditions that apply in any legal relationship between SAGA and the co-contractor.

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

If you do not agree with any of the provisions of the General Conditions or the Privacy Policy and the Cookies Policy, please do not access, browse or use the Website or the services, information, products, materials or the like contained in the Website web.

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

2.7 To ensure compliance with the conditions of access and use of SAGA products and services, the co-contractor must check the General Conditions at the time of each access to the Website. If you choose to skip reviewing the General Terms and Conditions, but use the Website, we will consider that you have accepted this set of General Terms and Conditions (including any updates

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, being applicable to contractors from the moment of publication.

II. 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, including any subsequent modification thereof.

2. Types of Tickets

Participation in the Event is done using one of the following types of Tickets:

3 Day GA – Guarantees the Visitor access to the Event for the entire period of its duration, starting from the first day at 17:00 and until the end of the Event at 5:00.

3 Day GA – Under 21 – Guarantees the Visitor who has not reached the age of 22 access to the Event for the entire period of its duration, starting from the first day at 17:00 and until the end of the Event at 5:00.

3 Day GA + – Guarantees the Visitor access to the Event for the entire period of its duration and is only valid for people over 18 years old, starting from the first day at 17:00 and until the end of the Event at 5:00.

3 Day VIP - Guarantees the Visitor access to the fast line and the VIP platform during the Event for the entire duration of the Event and is only valid for people over 18 years old, starting from the first day at 17:00 and until the end of Event 5:00.

One-day tickets - guarantee the Visitor access to the Event on that day, starting at 5:00 p.m. and until the following day at 5:00 a.m., when the Access Ticket expires, and the Visitor no longer has access to the Event.

3. Admission Ticket

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 SAGA reserves the right to modify the list of artists participating in the Event, both before and during the entire duration of the Event. Access tickets for participation in the event give the buyer access to the perimeter of the event and not to a specific show/artist.

3.6 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:

3.7.1 The access of minors between 14-18 years of age will be allowed only on the basis of a valid ticket, identity document and either accompanied by a parent or by presenting a completed 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 contract is the parent of the minor in question.

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

3.7.3 Access to persons under the age of 14 is allowed only on the basis of a valid Access Ticket and if they are accompanied by one of their parents.

3.7.4 It is strictly forbidden for a parent to leave the event location without the minor with whom they have access to the location.

3.7.5 The access of minors under the age of 10 is recommended until 21:00.

3.7.6 Minors under the age of 7 have free access to the Event. At the request of the persons responsible for security and monitoring, as well as the Organizer's representatives, the companion is obliged to present documents (student card, passport or any other document containing the minor's photo) certifying the age of the minor. 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.

3.7.7 Minors will receive wristbands of a different color, which will allow them to be more easily identified.

3.7.8 Persons/visitors suffering from various visual and/or hearing impairments, regardless of age, must inform themselves in advance about the program and content of the Event and, if necessary, must wear approved eye and hearing protection devices legal. The organizer recommends that these devices be used by all visitors under the age of 14; these devices are

also mandatory for visitors under the age of 10 - SAGA likes to emphasize the importance of hearing protection, especially for our younger fans.

3.7.9 The purchase and consumption of alcoholic beverages and/or cigarettes is prohibited for minors. It is also prohibited for adults to offer these products to minors.

3.7.10 Possession and consumption of drugs and other substances prohibited by law is strictly prohibited for all participants/visitors to the event and attracts the criminal liability of the offenders, according to the Romanian Law in force.

3.8 If the Visitor leaves after entering the Event or its location, the access ticket will automatically lose its validity.

4 Ticket swap obligation

4.1. The holder of a valid Admission Ticket has the obligation to register the Admission Ticket. The visitor can register online or before the event in order to validate the Admission Ticket and swap it for a Wristband.

4.2 Registering online will be offered a fair amount of time before the start of the Event.

4.3 Offline Registering and Swapping before the Event will be offered a few days before the start of the Event on locations from our partners.

4.4 The swapping process on site will be realised by SAGA's access control supplier, using their infrastructure. It will be possible every day during opening times of the Event

4.5 The registering of the Visitor's data shall be process in accordance with the Privacy Policy of SAGA.

4.7 Each holder of a valid Admission Ticket, who checked in and showed up at the Event entrance, receives a wristband. The colour of this wristband is according to the type of the purchased Admission. to which the data collected in the process are attached. After performing the process of changing the Admission Ticket for a Wristband, the Wristband will carry the same rights and obligations provided by the Admission Ticket.

4.8 SAGA will register the Visitor's wristband, during the entrance procedure, provided that the Visitor has validly checked the Ticket.

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

4.10 Wristbands are non-transmissible to any other person or visitor.

4.11 Visitors have the obligation to wear the Wristbands at all times during the Event. At any given time Saga can check it's validity, on the wrist or by scanning the RFID chip. SAGA can inspect the Wristbands at the Exit and Entrance, throughout the entire venue, for the entire duration of the Event

4.12. Damaged bracelets, which have been resealed, resealed, glued or cut, whose locking system has been damaged or opened, those with a diameter larger than the wrist or in which they have intervened, are not valid, and SAGA reserve the right to remove and destroy them in this way, to deny visitors access to the festival and to claim the situation of the competent authorities.

4.13 SAGA will not replace a lost or damaged Wristbands unless the Visitor can prove the purchase of the Admission ticket, correlated with that Wristband legally. Participants who cannot make this proof lose their right to be in the Event, being excluded from it.

4.14 In case of loss, damaging or removal of any kind of the Wristband, the Visitor is obliged to purchase a new Admission Ticket to achieve access to the Event.

4.15 If the Visitor is suspected of illegally acquiring the Admission Ticket, Saga reserves the right to request the visitor of any evidence of purchase or ticketswap registration data (documents and / or certificates) to verify the legal acquisition or acquisition to the Ticket, as well as the right to evaluate whether they are valid and compliant, and the absence of a satisfactory document or certificate, SAGA reserves the right to invalidate the Ticket without any obligation to reimburse the purchase price and to refuse the entry to the Event.

5. Prohibition of reselling the Admission Ticket

5.1 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, by any means, including social networks or any websites (Facebook, Instagram, OLX, etc.)

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

5.3 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).

5.4 If the Visitor does not fulfill his obligations under the 3. Clause presented in these general conditions, 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 fulfillment and/or compensation for the loss suffered or still to be suffered.

5.5 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.

5.6 The sale or purchase of Access Tickets is strictly prohibited, and it is recommended to purchase them only through SAGA or through an official (pre-)sale organization.

6. Obligations of the Visitor

6.1 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. The body search will be done differently, depending on the sex of the person searched, thus women Visitors will be body searched by a woman SAGA representative, and men Visitors will be searched by a man SAGA representative.

6.2 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.

6.3 It is forbidden to possess or bring along to the Event any cameras, spray cans, sprays, selfie sticks ("selfie" stick support), drones, large umbrellas, 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, or any other items owned by the user that could endanger the safety of other participants in the Event. Any confiscated items shall not be returned but collected and destroyed by SAGA and/or a third party appointed by SAGA.

6.4 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 fulfillment and/or compensation of any damages thus suffered or still to be suffered by Saga.

6.5 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.

6.6 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.

6.7 The Visitor is prohibited from being in an advanced state of intoxication throughout the Event, consuming alcohol in moderation, so that he can behave decently and respectfully towards other participants of the Event and not endanger his physical integrity in any way or those around. If there is also a smoking ban at the venue, this ban will apply to all smoking products, including electronic smoking products (e-cigarettes).

7. Denied access to Event

7.1 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.

7.2 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. 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, xenophobic and antisemitic, insulting to or cause aggression or unrest among other visitors.

7.3 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.

7.4 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, 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.

8. Recording the Event by or on behalf of SAGA

8.1 SAGA is entitled to record the Event in conformity with privacy policy, 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.

8.2 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.

8.3. In accordance with data protection provisions, a drone will be raised during the festival in order to film and promote photo and video materials that will be posted on social media.

9. Methods of payment during the Event

9.1 For reasons of efficiency and for the convenience and security of visitors, a cashless payment system will be used when purchasing the ticket, the participants in the Event will receive a QR code that will be used to obtain the wristbands SAGA offers participants the opportunity to use wristbands that have an integrated payment system to be able to purchase products and services available during the Event.

9.2

THE PARTICIPANTS IN THE EVENT WILL BE ABLE TO PICK UP, the wristbands THE TICKET SWAP LOCATIONS WHICH WILL BE ANNOUNCED BEFORE THE EVENT STARTS. IN THE SITUATION IN WHICH THE EVENT PARTICIPANTS WILL NOT PROCURE THEIR WRISTBANDS AT THE TICKET SWAP LOCATIONS INDICATED BY SAGA, THEY WILL BE ABLE TO SWAP THEIR TICKET WITH A WRISTBANDS DURING THE EVENT AT THE ENTRY. It is the duty and exclusive obligation of the festival participant to obtain his wristband from the Ticket Swap points. SAGA cannot be held liable for the lack of diligence of the festival participant to procure his wristbands in these conditions.

9.3 The wristband, can be load with credit points at one of the Credit Points from the Event, paying cash or by card. Later, they can purchase services and products from the Event using the wristbands.

9.4 For each charge, SAGA has the possibility, but not the obligation, to give the Event participant a proof of the amount deposited on the wristband.

9.5 Unused amounts on wristbands can be exchanged for cash, through the process called REFUND (REFUND), under the conditions imposed by SAGA.

9.6 The return of the amounts can be made during the festival at the work point specially set up for this purpose on the perimeter of the festival, which will be announced a few days before the start of the Event, at any time during the festival. After the end of the Event, the return will be made to a special point set up for this purpose, the location of which will be announced a few days before the start of the festival. After the end of the festival, the refund will not be possible later than **10 July, 2024, 12:00 p.m.** Any request received after the date and time expressly indicated will not be considered by SAGA. In this situation, SAGA cannot be held guilty for not returning the amount to the festival participant, **being the duty and exclusive obligation of the festival participant to respect the date and time by which he can make the request for the restitution of the amounts left unused on the** wristbands.

HOWEVER, WE RECOMMEND VISITORS TO MAKE THE REFUND REQUEST NO LATER THAN THE TIME THEY LEAVE THE EVENT ON THEIR LAST DAY OF PARTICIPATION.

9.7 In order to make the refund, the participant in the vestibule must wear the wristbands on his hand and make sure that it shows no signs of compromise/damage (except for cases agreed by SAGA), otherwise the refund will not be made. **Thereby, unused amounts on the wristbands can be exchanged for cash, provided that the participant on the festival returns the wristbands at the work point specially set up for this purpose. If the participant does not present the wristbands, the return of the cash will not be possible.**

9.8 Payment cards or wristbands with a specific credit that were purchased during the Event are only valid during the that Event. SAGA is never liable for loss and/or theft of a payment card.

9.9 Other suitable ways of payment will be provided for the situation, such as (credit)card payments.

10. Liability

10.1 The Visitor attends the Event at his own risk.

10.2 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.

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

10.4 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.

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

10.6 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.

10.7 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.

10.8 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.

10.9 SAGA will endeavor 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.

10.10 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.

11. Cancellation and postponement

11.1 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. Force majeure includes – without limitation – extraordinary weather conditions precluding or endangering the performances of the artists, strikes, fire, global health concerns, epidemics, pandemics (such as the present COVID-19 crisis), collapse, fights, regulations imposed by the authorities, war conditions, social disorders, terrorist threat and any other circumstances beyond the control of SAGA. 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 moving the date or postponing the Event, as referred to above. If the Event is moved, postponed or canceled, 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.

11.2 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 canceled 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.

11.3 If the Event is not banned by the authorities nor canceled, 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.

11.4 To the extent that Romania will be in a state of emergency or in a state of alert, regardless of the reason, the special legal provisions applicable at that time will apply.

12. Installment payment plan. Access for persons with disabilities to events

12.1 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, which shall be 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.

12.2 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;

Parent/Legal Representative/Companion 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 and cannot be held for any incident or accident involving minors or persons with disabilities.

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

persons with disabilities who do not present these original documents. If SAGA has justified and well-founded doubts about the validity or authenticity of the documents presented, it reserves the right to make the necessary checks and to deny access to the person in question and the companion, as the case may be.

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. By participating in the Event, the Visitor/legal representative/companion declares that he is fully responsible for his medical condition, SAGA being exempted from any liability.

13. 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. The visitor will try, purchase or consume the products delivered by third parties at their own risk and will indemnify SAGA against any claim for costs or damages that may result from an agreement between the visitor and the third party. Visitors expressly confirm that they cannot raise any claim against SAGA in connection with products and services offered by third parties. SAGA declares that it is not responsible in any way in connection with the products and services provided by third parties.

III 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 and the SAGA complaint resolution procedure;
- 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 statement regarding the existence of compliance requirements for goods, digital content and digital services;

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;

n) insofar as this is applicable, any relevant compatibility and interoperability of goods with digital elements, digital content and digital services of which the professional is aware or can reasonably be assumed to be aware;

o) insofar as this is applicable, the possibility and method of resorting to an extrajudicial mechanism for submitting and resolving complaints to which the professional submits.

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 Chapter III, Article 1.2, previously mentioned.

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 fulfill 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, except otherwise provided under this General Conditions.

2.3 The Consumer will exercise this right by sending SAGA the completed form for cancellation at the e-mail address office@bilete.ro, indicating the bank account to which the amount of money is to be returned. The consumer can send a simple request or use the withdrawal form in Annex B of Ordinance 34/2014.

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; For the

avoidance of any doubt, the consumer acknowledges that with regard to the Admission Tickets, he does not benefit from the right of withdrawal.

c) the delivery of Digital Content related to the Products 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.

IV. Final provisions

1. Personal data

1.1 SAGA will process the personal data of the Counterparty in conformity with its privacy policy and cookie policy. This privacy policy can be viewed via the Website.

2. Other provisions

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.

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

3. Applicable law, competent court. Alternative Dispute Resolution (AL/SOL)

3.1 These General Conditions and the associated agreement are exclusively governed by the Romanian law. In case of any disputes arising between Saga and Visitors/Consumers, an amicable solution will be tried first.

3.2 To the extent that settlement is not possible amicably, any disputes arising from or associated with the General Conditions and the associated agreement will be submitted for settlement exclusively to the competent courts in Bucharest.

3.3 Consumers who have any kind of complaint regarding the Product/Digital Content provided have the possibility of sending a notification to the email address info@sagafestival.com. The maximum deadline for solving these notifications by SAGA is 30 calendar days from the date of their receipt. To the extent that consumers: (i) do not receive a response at the end of 30 days from SAGA or (ii) are dissatisfied with the way in which the

referral/complaint was handled by SAGA, they can appeal to alternative resolution procedures (SAL /SOIL).

3.4 With a view to the alternative resolution of disputes, the Buyer's notification or complaint can be submitted in writing directly to the Department of Alternative Resolution of Disputes of the National Authority for Consumer Protection at the following contact details: address: Bucharest, Boulevard Aviatorilor no. 72, sector 1, postal code 011865, phone: 021.307.67.69; fax: 021.314.34.62, e-mail: dsal@anpc.ro. The Alternative Dispute Resolution Directorate of the National Authority for Consumer Protection is competent to alternatively resolve national and cross-border disputes arising from sales contracts or service contracts concluded with a trader operating in Romania and is included in the list of ADR entities at the level European, available at the following link: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. For more details, Buyers can access the link displayed on the website in the ANPC – SAL.

3.5 Considering the provisions of Regulation (EU) no. 524/2013 regarding the online resolution of consumer disputes and amending Regulation (EC) no. 2006/2004 and Directive 2009/22/EC, the User/Buyer has the possibility to opt for the out-of-court settlement of any disputes, and by using the European online dispute resolution platform (SOL platform), a digital tool created by the European Commission to facilitate the independent, impartial, transparent, effective, quick and fair settlement, by extrajudicial means, of disputes concerning contractual obligations resulting from contracts for the sale or provision of online services between a consumer residing in the European Union and a merchant established in the European Union. In this sense, the existing link in the section: Online dispute resolution.

3.6 SAL and SOL do not represent two different mechanisms for solving possible notifications/complaints, being one and the same mechanism.