

TERMS AND CONDITIONS

ANYTIME PRODUCT

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[Head. I. Purchase Voucher Anytime](#)

1. Definition

- 1.1. The Anytime product - is the voucher purchased by the buyer that offers the opportunity to participate only once in one of the next three consecutive editions of the UNTOLD Festival, regardless of when they will be organized.
- 1.2. If any of the next three editions of the Untold Festival (2021, 2022, 2023) will not be held, the availability of the voucher will be extended accordingly with the period corresponding to a new edition, in accordance with the conditions mentioned in the chapter:” ***Reorganization of the event***”.
- 1.3. **The voucher will become a valid product only after the buyer has made his/her choice for the edition he/she chooses to participate and after he/she has completed his/her online check-in (to the extent that it is not already done).**

2. Choosing the edition in which you want to participate in

- 2.1. For the upcoming editions of the festival (2021, 2022, 2023) the period of the Festival shall be between 25 of July and 31 of August. **The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.**
- 2.2. The buyer of an Anytime voucher will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival. **The voucher purchased by the buyer will become a proper product (a valid ticket), only after the organizer will announce the actual date of the festival and the buyer will express his option to participate, in the limited frame time mentioned in point 4.4., having his Online Check-In already made.**
- 2.3. The holder of an Anytime voucher **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31**

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of the year in which the festival edition takes place. If the holder of the Anytime voucher does not express his option to participate in the festival by the deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

- 2.4. **As an exception**, the voucher can become a valid product, even after exceeding the deadline of January 31, if the holder of the voucher **opts to pay the equivalent of the activation fee** provided by art. 2.2, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT, the owner of an Anytime product, who has not expressed his intention to participate by the deadline, can no longer validate the voucher even by paying the fee.**
- 2.5. A Buyer has the right to manifest his option to participate exclusively in only one edition. **Failure to attend the chosen edition will be equivalent to the appreciation of the Anytime product as being used at that edition.**
- 2.6. In case the edition chosen by the owner is postponed or cancelled, the option manifested by the product buyer is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1..

3. The obligation of Online Check-in and TAXES

- 3.1. By purchasing an Anytime G.A. or VIP, the owner acknowledges and undertakes, in accordance with the General Terms and Conditions for 2020 (hereinafter "TCG") presented on the website www.untold.com, to perform his Online Check-in free of charge, within 30 days after purchasing this voucher. After this date, in order to complete the Online Check-in, the holder of the Anytime voucher will have to pay the Online Check-in fee established by the organizer through T.C.G. and provided by art. 3.2.
- 3.2. The fees for the 2020 edition are 15 Euro. The check-in fee, as well as the Activation fees, Edit and Transfer fees may be increased by the Organizer for the next editions by a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions.

4. General characteristics

- 4.1. The purchase of an Anytime General Access (G.A.) or V.I.P. product offers the buyer the same facilities as those related to a product of the General Access (G.A.) or V.I.P. type, but with the particularities set out in this section.

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4.2. Important! An Anytime product purchased by the consumer is subject to the same transfer, edit and top-up conditions, described in the TCG for the 2020 edition of the festival, except for the conditions regarding the fees requested by the organizer which may differ, which can be consulted on the website. www.untold.com in the Terms and Conditions section or here.

5. Reorganization of the event

5.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**

5.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.

5.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

6. The rights of the Organizer

6.1. The organizer will have the right to impose the exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the national currency. The participant will be guaranteed the right to buy this coin from a series of exchange points within the festival and / or directly from the application by accessing the online top-up facility.

6.2. The Buyer expressly consents for the Organizer to request and process the Buyer's domicile or residence address in order to send the festival access bracelet directly to the indicated address, in order to ensure in a more pleasant and efficient way. access to the Festival. The Organizer reserves the right to offer this option to Buyers for a fee, as an alternative to the option to pick up the bracelet from the location announced by the Organizer on the eve or during the Festival.

7. Obligation to comply with the Terms and Conditions

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- 7.1. Buyers of an Anytime voucher are obliged to comply with the General Terms and Conditions set by the Organizer. The general terms and conditions are available to any Buyer at any time for consultation, on the website www.untold.com.
- 7.2. The Terms and Conditions in this section are supplemented by the provisions of the Terms and Conditions in the 2020 edition, in the next section. If these Terms and Conditions are contrary to any provision of the 2020 Terms and Conditions, these Terms and Conditions shall prevail over them, these terms being applicable to the Buyer.
- 7.3. The Organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website www.untold.com.
- 7.4. The participant undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

The section “Terms and Conditions - Anytime Product” was modified on the 16 of July 2020, and it applies only to the - *Purchase of an Anytime product*.

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Head. II. Ticket Exchange in Anytime Voucher;

A purchased product for Untold 2020 edition converted to Anytime product for one of the next editions of the festivals, regardless of the year the festivals will be held (2020 - 2021 - 2022).

1. Definition

- 1.1. The Anytime product is available to those who have already purchased a product to participate in the UNTOLD edition of the current year but want to swap it into an Anytime voucher, which will give them the opportunity to participate, at their choice, in one of the following editions (2020-2021-2022).
- 1.2. The Anytime product offers the buyer the possibility to participate **only once** in one of the chosen editions, without any additional charge for its modification.
- 1.3. If any of the next three editions of the Untold Festival (2020, 2021, 2022) will not be held, the availability of the voucher will be extended accordingly with the period corresponding to a new edition, in accordance with the conditions mentioned in the chapter:” **Reorganization of the event**”.
- 1.4. **The voucher will become a valid product only after the buyer has made his/her choice for the edition he/she chooses to participate and after he/she has completed his/her online check-in (to the extent that it is not already done).**

2. General features

- 2.1. A product purchased for the 2020 edition of the UNTOLD festival that becomes an Anytime product, retains all the characteristics of the original purchased product, regardless of the value paid on the original product.

For example: A VIP product buyer that will opt to convert it into an Anytime product will benefit from a new VIP product with the previously mentioned Anytime characteristics. The owner of a General Access product cannot upgrade and benefit from the conversion to an Anytime VIP product, but it will only be able to benefit from an Anytime General Access product. A Day product purchased will become a Day Anytime product but will retain the characteristics of the original product. Thus, the owner of a Day product for the first day (one) festival can choose the festival edition he wishes to attend, with the mention that the Anytime product will be valid only for the first day of the Festival.

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2.2. A purchased Anytime product is subject to the same transfer, edit, and top-up conditions, described in the Terms and Conditions for the 2020 edition of the festival, except for the conditions regarding the fees set by the organizer which may differ, these can be consulted on the website www.untold.com in the Terms and Conditions section or [here](#).

3. Online Check-In and Transfer

3.1. If the online check-in is already done on a product, this will remain valid even after it has been converted into an Anytime voucher.

3.2. If the online check-in has not been made on a product, or the buyer wants to modify the Check-in Online data, he must pay the edit or check-in fee online. These fees, as well as the activation and transfer fees, may be increased by the organizer for the next editions by up to 10 euros over the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of The General Terms and Conditions of the festival edition he wishes to participate in and comply with the content of these provisions.

3.3. The Anytime voucher can be transferred to another person from the Online Check-In Platform, only after paying the Transfer fee. The value of the transfer fee is in the amount of 15 Euros for the Untold 2020 edition.

4. Choosing the edition in which you want to participate in

4.1. For this year's edition, which is held between the 30 of July to 2nd of August 2020, the buyer will be able to express the option to participate between the 1st of June to 15 of July 2020.

4.2. For the upcoming editions of the festival (such as those for 2021, 2022) the period will be available from 25 of July to 31 of August. The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.

4.3. The buyer of an Anytime voucher will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival. **The voucher purchased by the buyer will become a proper product (a valid ticket), only after the organizer will announce the actual date of the festival and the buyer will express his option to participate, in the limited frame time mentioned in point 4.4., having his Online Check-In already made.**

4.4. The holder of an Anytime voucher **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31 of the year in which the festival edition takes place.** If the holder of the Anytime voucher

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does not express his option to participate in the festival by the deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

- 4.5. **As an exception**, the voucher can become a valid product, even after exceeding the deadline of January 31, if the holder of the voucher **opts to pay the equivalent of the activation fee** provided by art. 2.2, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT**, **the owner of an Anytime product, who has not expressed his intention to participate by the deadline, can no longer validate the voucher even by paying the fee.**
- 4.6. A Buyer has the right to manifest his option to participate exclusively in only one edition. **Failure to attend the chosen edition will be equivalent to the appreciation of the Anytime product as being used at that edition.**
- 4.7. In case the edition chosen by the owner is postponed or cancelled, the option manifested by the product buyer is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1..

5. The Reorganization of the Event

- 5.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**
- 5.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.
- 5.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

6. The Organizers Rights

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- 6.1. The organizer will have the right to impose an exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the Romanian national currency. The Customer will have the right to buy this currency from the exchange points at the festival and/or by accessing the online top-up facility.
- 6.2. The buyer expressly gives its consent to the organizer to request and process the buyer's home or residence address in order to send the Festival Access Wristband directly to the indicated address, in order to ensure a more pleasant and efficient way to access the festival. The Organizer reserves the right to offer this option to Buyers in exchange for a fee, as an alternative to the option to pick up the wristband from the announced location by the Organizer prior to or during the Festival.

7. Obligation to comply with the Terms and Conditions

- 7.1. Anyone who opts to exchange a product in an Anytime voucher is obliged to comply with these terms and conditions and also the General Terms and Conditions accepted by the buyer when purchasing the product, which is available to any buyer at any time for consultation on the www.untold.com website.
- 7.2. The Terms and Conditions of this section are supplemented by the provisions of the Terms and Conditions of the 2020 edition. If these Terms and Conditions are contrary to any provision of the Terms and Conditions of the 2020 edition, these Terms and Conditions prevail over those by being applicable to the Buyer.
- 7.3. The organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website www.untold.com.
- 7.4. The buyer undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

The section "Terms and Conditions - Anytime Product" was introduced on the 27 of April 2020, and it applies only to the - Swap to an Anytime Product.

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Head. III. Change Risk Free Ticket into Anytime Risk Free Voucher

1. The Anytime Risk-free product is available to people who have already purchased a Risk-Free product to participate in the UNTOLD 2020 edition, but want to turn it into an Anytime Risk-Free product, which will give them the opportunity to participate in one of the next three consecutive editions of the Festival to be organized (2020 - 2021 - 2022). The Anytime Risk-free product offers the possibility to participate **only once** in one of the chosen editions, without the requirement to pay an additional fee for its transformation from a Risk-Free product into an Anytime Risk-Free product.
2. **General features**
 - 2.1. A Risk-Free purchased product for the 2020 Edition of the Untold festival, which has been swapped into an Anytime Risk-Free product, retains all the characteristics of the initially purchased product, but with the particularities set out in this section.
 - 2.2. Anytime Risk-Free products can be transferred to another person from the Online Check-In Platform, free of charge, once.
 - 2.3. The owner of an Anytime Risk-Free product will also benefit free of charge of the Flexixi(the ticket holder can transfer the ticket once) service offered by the organizer, as defined in the General Terms and Conditions.
 - 2.4. The transfer, edit, and top-up conditions described in General Terms and Conditions, of Untold 2020, related to a product are valid and are kept for a product that becomes an Anytime Risk-Free product, except for the fees that may be charged by the organizer for these services, which may be increased by the organizer for the next editions with a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions. Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions.
 - 2.5. The online check-in made for a Risk-Free product remains valid even after the product becomes a Risk-Free Anytime product, regardless of the edition in which it participates. To change the Online Check-In data, the product holder must pay the online edit or check-in fee according to General Terms and Conditions. related to the edition of the Festival in the year in which this operation is requested.
 - 2.6. A Risk-Free product already purchased, becomes Anytime Risk-Free, but retains the characteristic of the product originally purchased, without the possibility to upgrade.

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For example: A Risk-Free VIP product becomes a Risk-Free Anytime VIP product. The holder of a General Access Risk-Free product cannot upgrade and benefit from an Anytime VIP Risk-free product.

3. Online Check-In and related fees

- 3.1. **The Online check-in made by the holder of a Risk-Free product, remains valid even after his product becomes Anytime Risk-Free, regardless of the edition in which he will express his option to participate.**
- 3.2. If the holder of a Risk-Free product has not fulfilled his obligation to perform the Check-In within 30 days after purchasing the Risk-Free product, he will have to pay the Online Check-In fee established by the organizer through the Terms and Conditions.
- 3.3. **The Online Check-In fee for the 2020 edition is 15 Euro. This fee (as well as fees for editing, transfer, top-up) may be increased by the Organizer in the case of subsequent editions (except 2020) by a maximum of 10 Euro compared to the current price, depending on objective factors determined by market conditions.** Thus, the buyer undertakes to take note of the General Terms and Conditions for the festival edition in which he wishes to participate and comply with the content of these provisions, before requesting any service.

4. Choosing the edition in which you want to participate

- 4.1. For the UNTOLD Edition held between the 30 of July and the 2nd of August 2020, the buyer will be able to express his option to participate in this edition between the 1st of June and 15 of July 2020.
- 4.2. For the upcoming editions of the festival (such as those for 2021, 2022) the period will be available from 25 of July to 31 of August. The organizer reserves the right to announce the exact date on which the festival will take place, in the above-mentioned years, by 15 December of the year preceding that edition.
- 4.3. The holder of an Anytime Risk-Free product will have the right to express his option for the edition in which he chooses to participate only after the moment when the Organizer announces the exact date of the Festival.
- 4.4. The holder of an Anytime Anytime Risk-free product **has the obligation** to select from the Online Check-in Platform, the Festival edition in which he wishes to participate, **at the latest by January 31 of the year in which the festival edition takes place.** If the holder of the Anytime Risk-Free product does not express his option to participate in the festival by the

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deadline mentioned above, **his product will not be a valid one and will not allow him to participate in this edition!**

- 4.5. As an exception, the product can become valid, even after the deadline of January 31, if the product holder pays the equivalent value of the activation fee in the amount of 15 Euro, and only within the available seats. If the edition of the festival has been declared by the organizer **SOLD OUT**, the holder of an **Anytime Risk-Free product, who has not expressed his intention to participate by the deadline, can no longer validate the product by paying the fee.**
- 4.6. In case the edition chosen by the product owner is postponed or cancelled, the option manifested by the product owner is automatically cancelled by the Organizer and the Buyer shall have the right to manifest his intention to participate in one of the other editions, as mentioned in point 5.1..

5. RISK FREE BENEFITS

- 5.1. **Return of the paid value.** If a holder of the Anytime Risk-Free product, for various reasons, does not want to participate in one of the next editions of the festival (2021, 2022), he will be able to request the return of the value paid on the product, starting 60 days before the Festival period and up to 14 days before the Festival.
- 5.2. **Cancelation of the manifested option.** Also, the holder of an Anytime Risk Free product, who has chosen to participate in a certain edition, and can no longer participate in that edition, for any reason, may request the Organizer to cancel that option starting with 60 days before the Festival period and up to 14 days before the Festival.
- 5.3. If the product holder's request does not fall within this period, this request will not be considered, and the product remains valid for the edition for which the product holder has expressed his choice. Failure to attend the event will be equivalent to the appreciation of the Anytime Risk-Free product as being used at the respective edition, without allowing its use in the case of the remaining editions.
- 5.4. **For the 2020 Edition, the holder of a product who has opted to swap the Risk-Free product into Anytime Risk-Free product expressly waives the right to request a refund of the product value this year.**
- 5.5. If an Anytime Risk-Free product holder does not request a refund and does not use the product until the 2022 edition, the product will no longer be valid for any of the future editions organized by the Organizer and no refund will be requested.

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5.6. **Flexi.** The owner of an Anytime Risk-Free product will also benefit free of charge of the Flexi(the ticket holder can transfer the ticket once) service offered by the organizer, as defined in the General Terms and Conditions.

6. The Reorganization of the Event

6.1. In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, **the buyer will have the right to participate in the rescheduled edition (from the same year), or to one of the following remaining editions. To the extent that the event could not be rescheduled in the same year, the validity period of the voucher will be automatically extended with the period corresponding to a new edition.**

6.2. Force majeure or fortuitous event means any external event such as, but not limited to: storms, threats or risk of terrorist attack, decisions of public authorities, whether legitimate or illegitimate, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, high risk of harm to public health, decisions of the authorities or any other cases that cannot be foreseen at the time of announcing the next year's edition or removed by reasonable diligence and caution of the organizer.

6.3. The organizer reserves his right to change the venue of the event to the same geographical area, to the extent that it considers it appropriate or necessary and undertakes to notify the buyers in such a case.

7. The Organizers Rights

7.1. The organizer will have the right to impose an exclusive use of a payment method for payments made during the Festival, which may have a different conversion rate than the Romanian national currency. The Customer will have the right to buy this currency from the exchange points at the festival and/or by accessing the online top-up facility.

7.2. The buyer expressly gives its consent to the organizer to request and process the buyer's home or residence address in order to send the Festival Access Wristband directly to the indicated address, in order to ensure a more pleasant and efficient way to access the festival. The Organizer reserves the right to offer this option to Buyers in exchange for a fee, as an alternative to the option to pick up the wristband from the announced location by the Organizer prior to or during the Festival.

8. Obligation to comply with the Terms and Conditions

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- 8.1. All buyers of an Anytime voucher are obliged to comply with the General Terms and Conditions set by the Organizer. The general Terms and Conditions are available to any Buyer at any time for consultation, on the website www.untold.com.
- 8.2. The Terms and Conditions of this section are supplemented by the provisions of the Terms and Conditions of the 2020 edition. **If these Terms and Conditions are contrary to any provision of the Terms and Conditions of the 2020 edition, these Terms and Conditions prevail over those by being applicable to the Buyer.**
- 8.3. The organizer reserves the right to modify or change the General Terms and Conditions, and such changes will take effect only after prior notice of such changes on the website www.untold.com.
- 8.4. The buyer undertakes to read and comply with the Terms and Conditions of the edition in which he chooses to participate.

The section “Terms and Conditions - Anytime Product” was introduced on the 27 of April 2020, and it applies only to the - *Swap to an Anytime product Risk Free.*

IV. GENERAL TERMS AND CONDITIONS 2020

Event	Organizer	Location	Date
Untold	Untold S.R.L	Cluj-Napoca	July 30th - August 2nd

I. GENERAL PROVISIONS

1.1 The General Terms and Conditions (hereinafter referred to as GTC) apply to the organization and conduct of the UNTOLD event (hereinafter referred to as the Festival), organized by UNTOLD S.R.L., VAT number: RO 35113711, registered with the Trade Register under no. J12/3105/2015, (hereinafter referred to as the Organizer) and contain the provisions which each participant commits to comply with.

1.2 By purchasing a ticket or by attending the Festival, the Participant declares to have read and understood and undertakes to comply with the GTC, which also include the Privacy Policy and the Cookies Policy.

1.3 The General Terms and Conditions are valid indefinitely. The Participants agree that UNTOLD has the right to unilaterally amend these GTC, without need for previous notification. Should the GTC be amended, the respective amendments shall take effect immediately after publication on the Website. UNTOLD stipulates that the GTC can be amended after the purchase of the Ticket, even right before the Festival.

1.4 UNTOLD recommends Participants to monitor the changes to these GTC.

II. DEFINITIONS

1. Throughout their use in this document, the terms defined have the meaning agreed in this section, unless otherwise defined in this document:

a) Ticket: a certificate issued in any form (in paper or electronic form) certifying the right to a wristband at the Festival organize by UNTOLD; Tickets are either nonnominal or nominal and have a unique identification number. By purchasing the tickets, the buyers agree to comply with these General Terms and Conditions, the procedures for the registrations of the purchased tickets, the rules for check-in and access to the Festival and, in general any other rules for participating in it, which are brought to their attentions by various means, including directly through the Website. The purchase of tickets / wristbands / invitations in areas other than those authorized by the Festival Organizer is forbidden and results in restricting access to that Festival.

b) Wristband: certificate applied by UNTOLD upon the validation of a Ticket which offers rights identical to those included in the Ticket and - provided it is secured under Section 3.1 below - it exclusively certifies that its holder has the right to visit that Festival; special payment method within the Festival.

c) Ticket Buyer: the person who purchases a ticket to the Festival.

d) Duration of the Festival: the duration of any Festival that will correspond to the period of time between the beginning and the end of the Festival. The beginning of the Festival will correspond to the beginning of the validity of the Tickets to that Festival, which authorize the first entry to that Festival. The end of a Festival will correspond to the end of the validity of the Ticket authorizing the show -

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music, entertainment and culture - and other free paid services provided by UNTOLD during a certain time in a certain area.

e) Festival: any festival organized and staged by UNTOLD, composed of all the art programs of the show - music, entertainment and culture - and other free or paid Services provided by UNTOLD during a certain time in a certain area.

f) Organizer/ UNTOLD - UNTOLD S.R.L., a Romanian company, with headquarters in Cluj-Napoca, str. General Eremia Grigorescu, nr. 122A, Cluj Country, Trade Register Registration Number J12/3105/2015, VAT number 35113711.

g) Contractual Partner: an economic operator or other natural / legal person carrying out independent commercial activities at a particular Festival, under a contractual relationship with UNTOLD.

h) Participants: all persons participating in the Festival, whether they are Authorized Participants or Unauthorized Participants.

i) Authorized Participants: Ticket Buyer and Visitor.

k) Product: monetary assets and rights that may be purchased from UNTOLD or other Contractual Partners within or in connection with the Festival, as well as any vouchers or similar means that may be offered in exchange for them.

l) Service: any service made available by UNTOLD or its contractual partners within or in connections with the Festival, whether free of charge or paid.

m) Website: The UNTOLD website, respectively www.UNTOLD.com.

n) GTC - These General Terms and Conditions governing the conduct of any Festival, available both on the website (as defined above) and on all Entries to the Festival Area.

o) Third Parties: natural and legal persons other than UNTOLD, Visitors or Ticket Buyers.

p) Visitor: an individual who has the right enter and attend a certain Festival.

r) Festival Area: any of the locations where the Festival takes place.

III. LEGAL RELATIONSHIP

3.1 These GTC will apply to:

a. The participation of Visitors or Ticket Buyers to any one of the Festivals.

b. Unauthorized Participants.

3.2 These GTC present the rights and obligations arising from the participations to the Festival and the relationships established between UNTOLD and the Festival Participants on the occasion of the Festival, the latter being bound to comply with them, the GTC application helping to guarantee the safety and comfort of everyone.

3.3 By both purchasing a ticket and also exclusively by participating in the Festival, Participants organizers or authorities in case they notice any irregularities.

3.4 The organizer suggests to the Participants to address the security team, its representatives, organizers or authorities in case they notice any irregularities.

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3.5 These GTC will be published both on the untold.com website and at the entrance to the festival.

3.6 The Ticket Buyer agrees, by purchasing the Ticket, the Ticket Holder - other than the Ticket Buyer agrees by legally obtaining the Ticket and the Visitor - if he is not already a Ticket holder - agrees by receiving the Wristband to be bound by these GTC. The Ticket Buyer -and if there is a subsequent transfer, the subsequent transferor - will be required to inform the Visitor accordingly when the Ticket is transferred and will be liable for any damage resulting from the omission of such notification.

IV. TICKETS AND WRISTBANDS

4.1 Visitors are admitted to the Festival at the hours and according to the conditions specified by the organizer in this regulation. By purchasing a valid Ticket each Participant ensures the right to attend Festival, with the obligation to know their rights and obligations during it.

TYPES OF TICKETS

4.2 Participation to the Festival is allowed by using one of the following types of Tickets.

A. Standard Passes (General Access) - grant the Authorized Participant access to the Festival for the entire duration of the Festival starting from the first day, at 14:00 P.M and until the end of the Festival (08:00 AM).

B. VIP Passes - grant the Authorized Participant access to the Festival for the entire duration of the Festival, starting from the first day, at 14:00 P.M. and until the end of the Festival (08:00AM). Holders of VIP Passes benefit from access to a specially designed area with bars with premium beverage option. Access to the Festival for holders of VIP Passes is made through a special entrance.

Important!

C. One-day Tickets - grant the Authorized Participant access to all stages of the Festival for that day, starting with 14:00 PM until the following day at 08:00 AM, time when the ticket ceases to be valid, and the Participant is no longer granted access to the Festival.

TYPES OF INVITATIONS

4.3 Participation to the Festival is also made using one of the following types of invitations (which will be assimilated to Tickets):

A. Standard Invitations (General access) - grant the Authorized Participants access to the Festival for the entire duration of the Festival starting from the first day, at 14:00 P.M and until the end of the Festival (08:00 AM).

B. VIP Invitations - grant the Authorized Participant access to the Festival for the entire duration of the Festival, starting from the first day, at 14:00 P.M. and until the end of the Festival (08:00 AM). Holders of VIP Passes benefit from access to a specially designed area with bars with premium beverage options. Access to the Festival for holders of VIP Passes is made through a special entrance.

Important! Access for persons under the age of 18 in the VIP area is strictly forbidden. Contractual Partners operating VIP platforms can request a minimal consumption for certain areas on the platform.

C. One-day Tickets- grant the Authorized Participant access to all the stages of the Festival for that day, starting with 14:00 PM until the following day at 08:00 AM, time when the ticket ceases to be valid, and the Participant is no longer granted access to the Festival.

TYPES OF INVITATIONS

IV. GENERAL TERMS AND CONDITIONS 2020

4.3 Participation to the Festival is also made using one of the following types of invitations (which will be assimilated to Tickets):

A. Standard Invitations (General access) - grant the Authorized Participant access to the Festival for the entire duration of the Festival starting from the first day, at 14:00 P.M. and until the end of the Festival (08:00 AM);

B. VIP Invitations - grant the Authorized Participant access to the Festival for the entire duration of the Festival starting from the first day, at 14:00 P.M. and until the end of the Festival (08:00 AM). Holders of VIP Passes benefit from access to a specially designed area with bars with premium beverage options. Access to the Festival for holders of VIP Passes is made through a special entrance.

Important! Access for persons under the age of 18 in the VIP area is strictly forbidden. Contractual Partners operating VIP platforms can request a minimal consumption for certain areas on the platform.

C. One-day Invitations - grant the Authorized Participant access to all the stages of the Festival for that day, starting with 14:00 PM until the following day at 08:00 AM, time when the ticket ceases to be valid, and the Participant is no longer granted access to the Festival.

4.3.1 It is the Ticker Buyer's responsibility not to post pictures on the Internet with the purchased tickets/passes. Tickets/passes grant access to the Festival to a single person.

4.3.2 It is strictly forbidden to sell or buy any invitations.

We encourage those who enter the Festival Area using an invitation to donate a sum of money (in places to be reported in this regard), which will be used for charitable purposes, described in the specially designed locations.

4.4 Tickets grant access to the Festival Area to a single person.

4.5 The organizer reserves the right to change the list of artists participating in the festival, both before and throughout the entire duration of the UNTOLD Festival event. Tickets purchased for attending one full day of the event, as well as subscriptions provide buyers access to the festival's perimeter and not to a particular show / artist.

4.6 Every location within the festival's perimeter has authorized capacity and access can be temporarily restricted to meet the safety regulations in force.

4.7 Standard passes or one-day tickets can be upgraded to VIP passes or one-day tickets for a fee, depending on availability.

4.9 If the price of a ticket was expressed in EURO, the reference exchange rate was established at 4,8520 lei (the sale exchange rate for EURO used by Banca Transylvania on the 28 of November 2019).

4.10 The Organizer reserves the right to change the Ticket Price without the need for prior notice. Any change in the ticket prices shall not apply to tickets already purchased at the time of the change.

INTERDICTIONS

4.11 It is strictly forbidden to transmit or post the unique codes of the passes and one-day tickets on social media or any other similar websites (e.g. Facebook).

4.12 Failure to comply with this provision shall result in the cancellation of the sold invitation and prohibition of access to the festival for the responsible persons.

IV. GENERAL TERMS AND CONDITIONS 2020

4.13 **IMPORTANT!** It is strictly forbidden to sell or buy invitations, as well as to (re)sell tickets and / or passes above their initial price. The Organizer reserves the right to use the legal channels to punish those who will be found to carry out such activities and to cancel the respective tickets / passes.

4.14 Any purchased one-day tickets and / or passes can be used for commercial purposes, such as for organizing promotional campaigns, giving out one-day tickets and / or passes as prizes for competitions, etc., only with the Organizer's prior written consent. Failure to comply with this provision shall result in the cancellation of the one-day tickets and / or passes used for commercial purposes and in the responsible persons being liable for reparation of any and all such damages. Also, organizing promotional campaigns using one-day tickets and / or passes for the festival without the Organizer's prior written consent shall constitute a violation of the intellectual property rights for the UNTOLD brand.

CONTRACTUAL PARTNERS

4.15 Tickets are not sold directly TO THE AUTHORIZED PARTICIPANTS by UNTOLD, and their payment is not processed directly by UNTOLD. The Ticket authorizing the participation to the relevant Festival is sold to the Purchaser by In-Town, Entertix or other Contractual Partners (as this right is assigned by UNTOLD). All payments are made through the Contractual Partners. The organizer only guarantees the validity of the Tickets sold through the networks of these Contractual Partners.

4.16 Additional information on the detailed conditions applicable to the purchase of online or physical Tickets will be provided by our Contractual Partners at the time of purchase of the property.

4.17 Our Contractual Partners are selling tickets in fixed locations and on online ticket purchasing interfaces.

4.18 The buyer / consumer will receive information from the Contractual Partners in particular in regard to the following aspects: taxes and fees applied to the price established by UNTOLD, payment and payment methods, invoicing, data processing and reimbursement, to the extent that this information exists.

4.19 Tickets purchased online from the Contractual Partners (eTickets) will be sent as a PDF file attached to an e-mail. Each Participant shall be required to print this out and bring it to the event or to present it in electronic format (on a phone, tablet or other electronic device allowing this) when checking in on the website. Most of the Contractual Partners' clients will receive the PDF tickets within 3 to 5 minutes from confirmation of successful payment. If your ticket has not been sent to your e-mail address within 24 hours from the moment you placed the order, you are required to contact the platform used for purchasing the ticket and to solve this problem within no more than 10 days from the purchase of the ticket and no later than 1 day before the start of the Festival. UNTOLD shall not be liable in any manner for this kind of situations and, in absence of a valid ticket, will be unable to allow access to the Festival.

OTHER DEES AND SERVICES RELATED TO THE TICKETS

4.20 The final price paid by the buyer will consist of the basic price of the ticket and will include administration and processing fees, Red Cross stamp duty, stamp duty for historical monuments, fees for collective administration bodies.

4.21 UNTOLD assumes no liability for administration and processing fees that may vary depending on the Contractual Partners from which the consumer / buyer acquires the asset.

IV. GENERAL TERMS AND CONDITIONS 2020

4.22 UNTOLD shall not be liable for the extra services provided by the Contractual Partner.

Additional services such as Risk Free, Care Tix shall be provided by UNTOLD and will provide a guarantee to refund the value of the access ticket to the buyer if, upon request, they are unable to attend the event, to the extent that the buyer opted for this service and paid the related fees.

4.23 With the exception of the situation provided at art. 4.21, the money spent for Tickets purchased for this event shall not be returned, as the purchase of tickets to shows is exempted from the right of withdrawal regulated by OUG 34/2014, under art. 16 lit. l) of this normative act.

4.24 The Organizer shall not be liable for the loss or theft of the Ticket and / or the pass. The Organizer is not required to refund the amount of money or to replace the Ticket and / or the pass in case of loss or theft of the Ticket and / or the pass.

4.25 The FLEXI service offers the holder the possibility to make his Online Check-In, free of charge, only once, anytime, but not later than 14 days before the start of the event.

4.26 The FLEXI service is only applicable once. If the ticket holder chooses to transfer the ticket, the ticket can be transferred free of charge. The new owner will be able to benefit from the FLEXI service, meaning he will be able to check in online for free, if the former owner has never checked in for that ticket and no later than 14 days before the start of the event, but will have to pay the fee of 15 Euro if he/she wishes to transfer the respective ticket.

4.27 In case the holder of the ticket with the Flexi service, realizes his Online Check-In, and subsequently wants to edit the data on the ticket, he will have to pay the fee of 15 euros. The new holder of the ticket will be able to make his Check In or Transfer free, up to 14 days before the event.

V. CHECK-IN OBLIGATION

5.1 In order to be granted access to the Festival Area, the holder of valid access Ticket has the obligations to make the check-in for the purchased Ticket. The Ticket buyer can check in using two options: online or on-site (at the location).

5.2 Check-in can be done for a fee on site (at the entry to the Festival Area) or free of charge on certain conditions provided in these GTC online (on the www.untold.com website or using the UNTOLD App).

5.3 On-site check-in (at the Event Location)

5.3.1 On-Site check-in shall be performed by the Organizer's Contractual Partners using, their own infrastructure and staff.

5.3.1.1. Attention!!: On-site check-in will be available every day during the Festival from 14:00 to 16:00 and shall allow access to the festival, with the wristband, until 08:00.

5.3.2 On-Site check-in shall be performed for a fee at the Ticket validation points. The on-site check-in fee amounts to 25 Euro. And shall be paid when the buyer presents their ID document in original.

5.3.3 Attention!! The scan of the ID document (ID card/passport) shall be partial, as only following data will be collected: surname, name, gender, country/location of origin, date of birth, nationality and ID picture, without retaining the following data: personal ID code, ID series and number or any other sensitive data. For more details regarding the personal data processed by UNTOLD, please consult our Privacy Policy.

IV. GENERAL TERMS AND CONDITIONS 2020

5.3.4 If the Ticket Holder does not want their document to be scanned, an operator will record the data provided by the person concerned based on the original document submitted on location.

5.3.5 Each Valid Ticket Holder who made their check-in and who appears at the entrance to the Festival Area shall receive a Wristband (colored according to Ticket type and Participant's age) to which the data collected during the check-in process will be attached. After exchanging the Ticket for a Wristband, the Wristband will confer the same rights and obligations as the ones conferred by the Ticket.

5.3.6 UNTOLD will record and connect the Visitor's Wristband during the Entry Procedure, provided the Visitor has validly made the check-in for their Ticket.

5.3.7 The wristbands are non-transferable.

5.3.8 Visitors are required to wear the wristbands on their wrists throughout their validity or, in exceptional and duly justified cases, in another visible place, provided that the wristband cannot be removed without being damaged. Festival organizers may inspect the wristbands at the entrance, at the exit and throughout the entire Festival's perimeter, throughout the Duration of the Festival.

5.3.9 The visitor is fully liable for any damage or loss of the Wristband.

5.3.10 Damaged wristbands, which have been resealed or cut, whose closure system has been opened, those having a larger diameter than the wrist of the wearer or which have been interfered with in any way are NOT valid, and the organizers reserve the right to confiscate such wristbands, to refuse the persons' access to the festival and to report the situation to the competent authorities.

5.3.11 UNTOLD will not replace damaged or lost wristbands unless the Participant can prove that he had legally purchased the ticket attached to that wristband. Participants who cannot prove this lose their right to be in the Festival Area, being excluded from it.

5.3.12 In case of loss, damage of any kind to the Wristband, the Participant is required to purchase a new Ticket for that day if they wish to remain in the Festival Area.

5.3.13 If the wristband proves to have been fraudulently damaged, the Organizer has the right, in addition to the rights provided in art. 5.3.9, to require that the Participant purchase a One-day Ticket regardless of whether they can prove that they had legally purchased a ticket and if they wish to remain in the Festival Area or not. This right can be exercised at the Organizer's discretion and depending on the ticket availability for that day.

5.3.14 If, upon access to the Festival Area, the Ticket Holder is suspected of illegally obtaining the Ticket, UNTOLD expressly reserves the right to require the Ticket Holder to submit evidence (documents and / or certificates) to verify the acquisition or legal purchase of the Ticket, the right to assess whether they are valid and compliant, and in the absence of a satisfactory document or certificate, reserves the right to invalidate the Ticket without any obligation to repay the purchase price and refuse entry to the Festival Area.

5.4 Online Check-in

5.4.1 The Online Check-in process involves registering / assigning a valid ticket to an account created by the Visitor through the UNTOLD website or app and providing the personal data required for this purpose. The Online Check-in process is free of charge only in the first 30 days from ticket purchase; after this it shall be charged with 15 EURO. UNTOLD encourages all the Buyers to make their online check-in upon the purchase of the ticket to avoid payment of additional fees and to ensure a smooth access to the festival. The online check-in fee shall be paid through secure payment platforms.

IV. GENERAL TERMS AND CONDITIONS 2020

A. Check-in for tickets purchased offline - partners

5.4.2 When checking-in online for tickets purchased offline - from one of the Festival's partners, the ticket holder has the option to scan the barcode directly with the phone or enter it manually.

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

5.4.4 If, after checking-in, the ticket holder can no longer get to the festival, they have the option to transfer the ticket to another person. The transfer is performed by filling in the information of the person who will receive the ticket. In this situation, the initial owner takes responsibility for the correctness of the data entered and waives all rights pertaining to the transferred ticket. The transfer/data editing for an already checked-in ticket can be done only after payment of a 15-euro fee.

B. Check-in for tickets purchased offline - partners

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

5.4.6 After successfully entering the data, the user will receive an e-mail on the entered address for validating their account. After validating the account, the user has to log on the Top Up and Online Check-in platform. After successfully logging into the Top Up and Online Check-in platform, the user will be able to see a display of all the tickets they had purchased. The user will have to select the ticket for which they wish to make the Online Check-in.

5.4.7 The user can make their Online Check In for free: i) within the first 30 days from the purchase of the ticket or ii) if the User has purchased a ticket with the FLEXI service, up to 14 days before the start of the event.

5.4.8 In case the User is no longer in the free period (the first 30 days from the purchase of the ticket) or has not purchased a ticket with the FLEXI service, in order to perform the Online Check In, he will have to pay the value of 15 Euros. If a user has purchased more than one ticket, he will have to pay the fee of 15 Euro, for each ticket separately.

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

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

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

5.4.12 No later than at the time of the Online Check-in, the User acknowledges and agrees to the Festival Terms and Conditions, posted on the www.UNTOLD.ro website.

5.4.13 If the user has purchased more than one ticket and wishes to make check the other tickets in, they may do that by entering for each ticket the data of the persons who will use the tickets. The holder of the group of tickets is directly and solely liable for the correctness of the entered data.

5.4.14 If, after completing the Online Check-In, the user wishes to modify the data entered, he can access the EDIT option. This option will be available only after paying the 15 Euro fee.

CONTRACTUAL PARTNERS

IV. GENERAL TERMS AND CONDITIONS 2020

4.15 Tickets are not sold directly TO THE AUTHORIZED PARTICIPANTS by UNTOLD, and their payment is not processed directly by UNTOLD. The Ticket authorizing the participation to the relevant Festival is sold to the Purchaser by In-Town, Entertix or other Contractual Partners (as this right is assigned by UNTOLD). All payments are made through the Contractual Partners. The organizer only guarantees the validity of the Tickets sold through the networks of these Contractual Partners.

4.16 Additional information on the detailed conditions applicable to the purchase of online or physical Tickets will be provided by our Contractual Partners at the time of purchase of the property.

4.17 Our Contractual Partners are selling tickets in fixed locations and on online ticket purchasing interfaces.

4.18 The buyer / consumer will receive information from the Contractual Partners in particular in regard to the following aspects: taxes and fees applied to the price established by UNTOLD, payment and payment methods, invoicing, data processing and reimbursement, to the extent that this information exists.

4.19 Tickets purchased online from the Contractual Partners (eTickets) will be sent as a PDF file attached to an e-mail. Each Participant shall be required to print this out and bring it to the event or to present it in electronic format (on a phone, tablet or other electronic device allowing this) when checking in on the website. Most of the Contractual Partners' clients will receive the PDF tickets within 3 to 5 minutes from confirmation of successful payment. If your ticket has not been sent to your e-mail address within 24 hours from the moment you placed the order, you are required to contact the platform used for purchasing the ticket and to solve this problem within no more than 10 days from the purchase of the ticket and no later than 1 day before the start of the Festival. UNTOLD shall not be liable in any manner for this kind of situations and, in absence of a valid ticket, will be unable to allow access to the Festival.

OTHER DEES AND SERVICES RELATED TO THE TICKETS

4.20 The final price paid by the buyer will consist of the basic price of the ticket and will include administration and processing fees, Red Cross stamp duty, stamp duty for historical monuments, fees for collective administration bodies.

4.21 UNTOLD assumes no liability for administration and processing fees that may vary depending on the Contractual Partners from which the consumer / buyer acquires the asset.

4.22 UNTOLD shall not be liable for the extra services provided by the Contractual Partner.

Additional services such as Risk Free, Care Tix shall be provided by UNTOLD and will provide a guarantee to refund the value of the access ticket to the buyer if, upon request, they are unable to attend the event, to the extent that the buyer opted for this service and paid the related fees.

4.23 With the exception of the situation provided at art. 4.21, the money spent for Tickets purchased for this event shall not be returned, as the purchase of tickets to shows is exempted from the right of withdrawal regulated by OUG 34/2014, under art. 16 lit. l) of this normative act.

4.24 The Organizer shall not be liable for the loss or theft of the Ticket and / or the pass. The Organizer is not required to refund the amount of money or to replace the Ticket and / or the pass in case of loss or theft of the Ticket and / or the pass.

4.25 The FLEXI service offers the holder the possibility to make his Online Check-In, free of charge, only once, anytime, but not later than 14 days before the start of the event.

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4.26 The FLEXI service is only applicable once. If the ticket holder chooses to transfer the ticket, the ticket can be transferred free of charge. The new owner will be able to benefit from the FLEXI service, meaning he will be able to check in online for free, if the former owner has never checked in for that ticket and no later than 14 days before the start of the event, but will have to pay the fee of 15 Euro if he/she wishes to transfer the respective ticket.

4.27 In case the holder of the ticket with the Flexi service, realizes his Online Check-In, and subsequently wants to edit the data on the ticket, he will have to pay the fee of 15 euros. The new holder of the ticket will be able to make his Check In or Transfer free, up to 14 days before the event.

VI. CHECK-IN OBLIGATION

5.1 In order to be granted access to the Festival Area, the holder of valid access Ticket has the obligations to make the check-in for the purchased Ticket. The Ticket buyer can check in using two options: online or on-site (at the location).

5.2 Check-in can be done for a fee on site (at the entry to the Festival Area) or free of charge on certain conditions provided in these GTC online (on the www.untold.com website or using the UNTOLD App).

5.3 On-site check-in (at the Event Location)

5.3.1 On-Site check-in shall be performed by the Organizer's Contractual Partners using, their own infrastructure and staff.

5.3.1.1. Attention!!!: On-site check-in will be available every day during the Festival from 14:00 to 16:00 and shall allow access to the festival, with the wristband, until 08:00.

5.3.2 On-Site check-in shall be performed for a fee at the Ticket validation points. The on-site check-in fee amounts to 25 Euro. And shall be paid when the buyer presents their ID document in original.

5.3.3 Attention!! The scan of the ID document (ID card/passport) shall be partial, as only following data will be collected: surname, name, gender, country/location of origin, date of birth, nationality and ID picture, without retaining the following data: personal ID code, ID series and number or any other sensitive data. For more details regarding the personal data processed by UNTOLD, please consult our Privacy Policy.

5.3.4 If the Ticket Holder does not want their document to be scanned, an operator will record the data provided by the person concerned based on the original document submitted on location.

5.3.5 Each Valid Ticket Holder who made their check-in and who appears at the entrance to the Festival Area shall receive a Wristband (colored according to Ticket type and Participant's age) to which the data collected during the check-in process will be attached. After exchanging the Ticket for a Wristband, the Wristband will confer the same rights and obligations as the ones conferred by the Ticket.

5.3.6 UNTOLD will record and connect the Visitor's Wristband during the Entry Procedure, provided the Visitor has validly made the check-in for their Ticket.

5.3.7 The wristbands are non-transferable.

5.3.8 Visitors are required to wear the wristbands on their wrists throughout their validity or, in exceptional and duly justified cases, in another visible place, provided that the wristband cannot be

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removed without being damaged. Festival organizers may inspect the wristbands at the entrance, at the exit and throughout the entire Festival's perimeter, throughout the Duration of the Festival.

5.3.9 The visitor is fully liable for any damage or loss of the Wristband.

5.3.10 Damaged wristbands, which have been resealed or cut, whose closure system has been opened, those having a larger diameter than the wrist of the wearer or which have been interfered with in any way are NOT valid, and the organizers reserve the right to confiscate such wristbands, to refuse the persons' access to the festival and to report the situation to the competent authorities.

5.3.11 UNTOLD will not replace damaged or lost wristbands unless the Participant can prove that he had legally purchased the ticket attached to that wristband. Participants who cannot prove this lose their right to be in the Festival Area, being excluded from it.

5.3.12 In case of loss, damage of any kind to the Wristband, the Participant is required to purchase a new Ticket for that day if they wish to remain in the Festival Area.

5.3.13 If the wristband proves to have been fraudulently damaged, the Organizer has the right, in addition to the rights provided in art. 5.3.9, to require that the Participant purchase a One-day Ticket regardless of whether they can prove that they had legally purchased a ticket and if they wish to remain in the Festival Area or not. This right can be exercised at the Organizer's discretion and depending on the ticket availability for that day.

5.3.14 If, upon access to the Festival Area, the Ticket Holder is suspected of illegally obtaining the Ticket, UNTOLD expressly reserves the right to require the Ticket Holder to submit evidence (documents and / or certificates) to verify the acquirement or legal purchase of the Ticket, the right to assess whether they are valid and compliant, and in the absence of a satisfactory document or certificate, reserves the right to invalidate the Ticket without any obligation to repay the purchase price and refuse entry to the Festival Area.

5.4 Online Check-in

5.4.1 The Online Check-in process involves registering / assigning a valid ticket to an account created by the Visitor through the UNTOLD website or app and providing the personal data required for this purpose. The Online Check-in process is free of charge only in the first 30 days from ticket purchase; after this it shall be charged with 15 EURO. UNTOLD encourages all the Buyers to make their online check-in upon the purchase of the ticket to avoid payment of additional fees and to ensure a smooth access to the festival. The online check-in fee shall be paid through secure payment platforms.

C. Check-in for tickets purchased offline - partners

5.4.2 When checking-in online for tickets purchased offline - from one of the Festival's partners, the ticket holder has the option to scan the barcode directly with the phone or enter it manually.

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

5.4.4 If, after checking-in, the ticket holder can no longer get to the festival, they have the option to transfer the ticket to another person. The transfer is performed by filling in the information of the person who will receive the ticket. In this situation, the initial owner takes responsibility for the correctness of the data entered and waives all rights pertaining to the transferred ticket. The transfer/data editing for an already checked-in ticket can be done only after payment of a 15 euro fee.

D. Check-in for tickets purchased offline - partners

IV. GENERAL TERMS AND CONDITIONS 2020

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

5.4.6 After successfully entering the data, the user will receive an e-mail on the entered address for validating their account. After validating the account, the user has to log on the Top Up and Online Check-in platform. After successfully logging into the Top Up and Online Check-in platform, the user will be able to see a display of all the tickets they had purchased. The user will have to select the ticket for which they wish to make the Online Check-in.

5.4.7 The user can make their Online Check In for free: i) within the first 30 days from the purchase of the ticket or ii) if the User has purchased a ticket with the FLEXI service, up to 14 days before the start of the event.

5.4.8 In case the User is no longer in the free period (the first 30 days from the purchase of the ticket) or has not purchased a ticket with the FLEXI service, in order to perform the Online Check In, he will have to pay the value of 15 Euros. If a user has purchased more than one ticket, he will have to pay the fee of 15 Euro, for each ticket separately.

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

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

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

5.4.12 No later than at the time of the Online Check-in, the User acknowledges and agrees to the Festival Terms and Conditions, posted on the www.UNTOLD.ro website.

5.4.13 If the user has purchased more than one ticket and wishes to make check the other tickets in, they may do that by entering for each ticket the data of the persons who will use the tickets. The holder of the group of tickets is directly and solely liable for the correctness of the entered data.

5.4.14 If, after completing the Online Check-In, the user wishes to modify the data entered, he can access the EDIT option. This option will be available only after paying the 15 Euro fee.

VII. TICKET TRANSFER POLICY

6.A TRANSFER FOR TICKETS WHICH HAD NOT BEEN ALREADY CHECKED-IN

6.1 Prior to the Check-in, the transfer is free if the transfer is made during the free period, respectively within 30 days from the purchase of the ticket.

6.2 In case the transfer is made outside the free period the user must pay the fee of 15 Euro for transfer or Check In. If the new owner of the ticket wishes to Transfer the ticket or to perform the Check In on the ticket, he will have to pay the fee of 15 euros.

6.3 For performing the Ticket Transfer, the holder will have to enter the information of the person receiving the ticket (surname, name, email, phone number, city).

6.4 The Ticket holder is REQUIRED to make sure that the Ticket (either in physical format, or in electronic format) comes into possession of the person to which they wish to transfer it to. This will be done through a separate action, which involves the original holder passing on the ticket they own.

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a. If the ticket was purchased online - the initial holder will Redirect the email containing the PDF with the ticket to the e-mail address entered when choosing the transfer option.

b. If the ticket was purchased in physical format - the initial holder will send or personally hand the ticket he wishes to transfer to the person who is to receive it.

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

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

6.7 For information and support, the user can send an e-mail to ask@UNTOLD.com.

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

6.B TRANSFER/EDITING TICKETS WHICH HAD ALREADY BEEN CHECKED-IN ONLINE

6.1 The holder of a ticket which he had already checked-in online has the possibility to edit or transfer that ticket.

6.2 For transferring the ticket, the ticket holder will have the option to Edit the data already filled in upon the Online Check-in or to Transfer the ticket.

6.3 After paying the 15-euro fee, the ticket holder will have the options to Edit the data already filled in upon the Online Check-in and to select the edit option.

6.4 If the ticket holder wishes to transfer the ticket to another person, they have to select "Transfer Ticket" and go through all the steps described at 6.A.

6.5 Once the holder has transferred the ticket to another person, they acknowledge and accept that they give up all the rights they had for that ticket.

6.6 For information and support, the user sends an e-mail to ask@untold.com.

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

6.8 A ticket that has Check In and Top Up Online, cannot be transferred!

VIII. TOP UP ONLINE

7.1 Online Top Up is a service provided by the Festival to users and involves the action through which a user who has validly made online Check-in can upload their ticket by online payment, and that amount will be transferred to their festival wristband.

7.2 Online TOP UP can only be made with cards with activated 3D Secure.

Pre-Festival Online Top Up - for users who have already made their Online Check-in

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7.3 A user can opt for the Pre-Festival Online Top Up service only if they have already made their online Check-in can upload their ticket by online payment, and that amount will be transferred to their festival wristband.

7.4 For performing their online top-up, the festival goer has to complete the following steps:

- a. After successfully completing their Online Check-in, the user will have the option to deposit money on their ticket, by selecting the TOP UP service.
- b. The user has to fill into the "Deposit on your ticket" field the amount of money they wish to deposit on their ticket:
 - minimum 50 lei/ transaction
 - maximum 5000/transaction
 - maximum 10000 total top-ups
- c. After entering the amount, the user wishes to deposit on their wristband, they have to select the Deposit button.
- d. The user will be transferred to a secure payment page, where they will have total amount deposited on the ticket, but also the amount of money that will be activated.
- e. After successfully making the payment, the user will be able to view the total amount deposited on the ticket, but also amount of money that will be activated.

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

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

7.7 If the user has spent all their money, they can repeat the same steps described above to recharge their wristband or can go to any recharge point - Credit Point inside the Festival area.

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

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

7.9 Un A festival goer who hasn't made their online check-in yet can benefit from the Online Top Up service if they create an account on the UNTOLD website/app, using the same email address used when they purchased the ticket. When creating the account with the email address user when purchasing the ticket, the information for online check-in will be automatically be filled in with the data the festival goer provided for check-in on location.

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

IX. GENERAL ACCESS RULES TO FESTIVAL

8.1 Entrance of the Festival is possible only the designated venues and times, exclusively for Authorized Participants.

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8.2 Access to the Festival Area is made only through the specially arranged entrances, complying with the procedures and rules for check-in and access provided by these GTC.

8.3 Access to the Festival Area will be based on the type of Ticket purchased.

8.4 Participants are required to have their ID documents at hand in addition on the Ticket.

8.5 At the request to the security visibly at the team or of the Organizer's representatives or of other competent bodies or authorities, the Participant is required to provide access documents and ID documents.

8.6 These GTC will be displayed visibly at the entrance to the Festival and in other public spaces within the festival area.

8.7 In order to ensure the safe conduct of the Festival, UNTOLD reserves the right to restrict the type of objects and devices that can be brought inside the Festival area.

Therefore, it is forbidden to enter the Festival with the following objects:

- Drugs;
- Bottles (including perfume or deodorant bottles);
- Cosmetic products in so far as they contain flammable liquids;
- Backpacks or fanny packs larger than 29cm x 21cm x 12 cm;
- Baby bottles;
- Boxes with drinks;
- Cans;
- Lasers;
- Sprays;
- Banners supported by sticks;
- Chairs;
- Pyrotechnics;
- Food or beverages;
- Animals;
- Umbrellas (in case of rain, we recommend the use of raincoats);
- Flammable or explosive materials;
- Professional photo or video cameras, including any type pf DSLR device;
- Any type of object that may harm other Participants.

8.8.1 Access will be allowed with:

- Medication;
- Insulin;
- Drops - medicinal use;
- Asthma inhaler spray.

8.8.2 The products mentioned at 8.8.1 shall only be allowed if they are accompanied by a medical letter or any other replacement document and in no more than a daily dose.

8.9 Due to very strict rules on prohibited articles, those responsible for security and monitoring of the Festival will thoroughly search for each Participant and any prohibited articles discovered after verification will be stopped at the gate without the Organizer assuming any liability for them.

8.10 All participants are advised to consult the list of unauthorized objects and not to hold such objects during Festival.

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8.11 regarding lost objects, the Organizer will arrange a special space in which such objects can be brought and in which each owner can recover their assets within 72 hours, but no later than the first day after the end of the festival at 10.00 A.M.

8.12 The organizer has the possibility, but not the obligation, to photograph lost objects and to display them on social networks, as the case may be, in so far as they do not violate the legal rules on the protection of personal data.

8.13 After the first day after the end of the Festival, at 10.00 am, all unclaimed items will be handed over to their issuers (example: identity card, birth certificate etc. to the attention of the Municipal Police, bank cards to the attention of issuing banks). Objects without an identifiable issuer, irrespective of their value, will be donated for charitable purposes, as far as possible, depending on the nature of the objects.

8.14 The Organizer is not liable for the Participants' property or for any possible damage caused.

8.15 It is forbidden to enter by car, rollerblades, skateboards, bikes, hover boards, and other similar devices in the Festival Area.

8.16 For the convenience of the Participants, the Organizer reserves the right to temporarily stop their access to certain areas if they believe that the areas have reached their maximum authorized capacity.

X. MINORS AND PEOPLE WITH DISABILITIES

9.1 Minors are prohibited from drinking alcohol, smoking cigarettes and using drugs.

9.2 Minors will receive different colored wristbands, allowing for an easier identification.

9.3 Minors under the age of 7 have free access to the Festival. At the request of the persons responsible for security and monitoring, as well as the Organizer's representatives, the attendant has the obligation to present documents (student card, passport or any other document containing the minor's picture) attesting the minor's age.

Attention!!! Access of minors under the age of 7 is prohibited after 19:00!!!

9.4.1 Access for minors between the ages of 7 and 14 years will be made by purchasing a valid Ticket and by presenting identity document in original.

9.4.2 A parent can accompany a single minor under the age of 14.

9.5 Access for minors between the ages of 14 and 18 years will be made by purchasing a valid Ticket and by presenting identity document in original.

9.6.1 An adult is required to take responsibility for a minor and has the obligation to fill in and sign the "Statement of Commitment" available at [UNTOLD.com/parentingagreement](https://untold.com/parentingagreement), without which the minor will not be allowed to enter the Festival Area, whether or not accompanied by an attendant.

9.6.2 The responsible person will provide contact details where they can be contacted in emergencies in the statement of engagement.

9.6.3 The Organizer shall not be liable for verifying the signatures, nor for the manner in which the statements are signed. These aspects shall be the responsibility of the persons presenting the statements.

9.7 In some areas of the Festival, access for minors under the age of 18 is strictly forbidden (for example, the VIP area).

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9.8 Due to the very strong noise produced by the Festival, the Organizer does not recommend the presence of children under the age of 7 at the Festival.

9.9 Minors under the age of 4 years must wear noise canceling headphones.

9.10 In exceptional situation when discounts/gratuities are offered to a certain category of minors or other Participants, these will be noted in the e Tickets and sent as a PDF file attached to an e-mail, which each Participants shall be required to print this out and bring it to event or to present it in electronic format (on a phone, tablet or other electronic device allowing this) when checking in on the website. Most of the Contractual Partners' clients will receive the PDF tickets within 3 to 5 minutes from confirmation of successful payment. If your ticket has not been sent to your e-mail address within 24 hours from the moment you placed the order, you are required to contact the platform used for purchasing the ticket and to solve this problem within no more than 10 days from the purchase of the ticket and no later than 1 day before the start of the Festival. UNTOLD shall not be liable in any manner for this kind of situations and, in absence of a valid ticket, will be unable to allow access to the Festival.

9.11 In the case of disabled people in a disability category, they and their accompanying persons benefit from the following facilities within the limit of 150 passes for the 4 festival days:

- a. Children with disabilities, as well as the accompanying person, benefit from free passes for the 4 festival days.
- b. Adults with severe or pronounced disabilities, as well as the accompanying persons benefit from free passes for the 4 festival days.

9.12 In order to benefit from gratuity, adults with disabilities (or in the case of minors, their legal guardians) must send an applications expressing their desire to attend the festival and an Affidavit certifying their degree of disability at hello@UNTOLD.com. If the persons with disabilities are granted passes for the 4 festival days, they shall receive from the Organizer an e-mail to this regard. These persons shall be subsequently required to present in original, at the access point mentioned in the confirmation e-mail they had received, the Certification of Disability Level and their ID card for verification.

9.13 Free access for people with special needs is made only based on their ID document, the Certification of Disability Level and the confirmation received by e-mail from the Organizer.

9.14 Incomplete applications and/or applications sent to other email addresses will not be considered.

9.15 The organizer reserves the right to refuse access to persons with disabilities who are unable to produce the documents in original, as well as in cases when the Organizer's representatives have justified doubts sent outside of this period will not be considered.

9.16 The registration period for the gratuity provided at art. 9.11 is from 22.10.2019 to 31.03.2020. All applications sent outside of this period will not be considered.

9.17 Given that this gratuity can be provided at only for a limited number of people, taking into account the total capacity of the Festival, as well as the safety and security regulations, as provided at art. 9.11, gratuity shall be provided depending on the order in which the request will be received.

9.18 At the time and to the extent that the number of 150 request complying with the conditions stated above is reached, the Organizer shall make note in these GTC that the maximum number of free tickets provided to persons with disabilities has been reached, and after that moment the Organizer shall no longer respond to any requests to this regard.

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The number of requests was reached, the selection is closed!

The Organizer shall reply to these requests within 30 days from submission.

9.19 Persons with severe disabilities shall always be required to be accompanied at the Festival, for reasons of personal safety.

9.20 The Organizer recommends to all minors and persons with disabilities to be accompanied at the Festival.

9.21 The Organizer shall not be held liable for any incident or accident involving minors or persons with disabilities. The entire liability for these persons shall reside with the minors/persons with disabilities or with the parents/legal guardians or accompanying persons. The Organizer hereby notifies the parents/legal guardians or persons exercising parental authority that they shall have the responsibility of supervising the minor and that they shall be held liable for any damages resulting from failure to comply with this obligation.

XI. BEHAVIOR DURING THE FESTIVAL

10.1 In the Festival Areas, visitors have the obligation to refrain from all actions, statements or behavior that may endanger the lives, health or physical integrity of others, or that may violate their personal rights.

10.2 Any form of economic, commercial or advertising activity in the Festival Area - including the area in front of the Festival's gates - is prohibited without the prior written permission of UNTOLD. Should the Organizers find any such activities within the Festival area, they reserve the right to remove the persons in question and to prohibit their access to the festival.

10.3 The sale of alcoholic beverages must comply with the provisions of the law, and no such beverages may be offered to minors under the age 18 and to inebriated persons by any of the Festival's Contractual Partners. All drinks (soft and alcoholic) shall be served by the Contractual Partners exclusively in open containers (made of aluminum or plastic).

10.4 The use of substances qualifying as prohibited drugs under applicable law is prohibited in the Festival Area and is punishable by law.

10.5 UNTOLD reserves the right to introduce a system at any Festival where Visitors can be offered alcohol only if the Visitor presents a certification, provided after the previous identification or first identification, that he or she is entitled to consume alcohol (e.g identity card attesting their age).

10.6 Any demonstrations of any kind that are unrelated to the Festival organized by UNTOLD, regardless of the number of participants, are prohibited without prior written approval from UNTOLD to this effect. This approval is granted by UNTOLD at their discretion, based in the prior request of the organizer of the demonstration. If an approval is obtained, participants are required to comply with these GTC and behave in a way that does not disturb, hinder, restrict or otherwise make impossible the entertainment to others Visitors, their ability to travel within the Festival area, their access to the Festival area or their ability to leave the Festival area, and the use of Services and/or Products by other Visitors.

10.7 UNTOLD has the right to put an end to the demonstrations (both those authorized in accordance with the above and those not expressly authorized), without giving any reason. UNTOLD has the right to determine the conditions of the demonstrations, especially the number of participants, their locations and duration, at their sole discretions. If UNTOLD declares the end of demonstration, participants are

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required to immediately stop the demonstration. If UNTOLD establishes conditions for a demonstration it has authorized or recognized as described above, participants are required to fully comply with these conditions.

10.8 In the Festival Area, authorized and suitably qualified employees of UNTOLD or its Contractual Partners, as well as the Partners' employees and collaborators will ensure the application of the rules of conduct and safety. Visitors expressly undertake, by virtue of their participation to the Festival, to cooperate fully with these persons within the limits of the law and to comply with their instructions within the Festival in case of emergency or if other significant circumstances (e.g for public health reasons) require it.

10.9 Both free Services and Products and paid Services and Products can be used at the Festival. Visitors commit to pay for all Services and Products for which payment is due and assume responsibility for the immediate payment of all purchase prices and fees owed.

10.10 Visitors will pay the Products and Services for which payment is charged using the payment methods offered by UNTOLD or the Contractual Partners. If UNTOLD decides so in relation to any Festival, on that Festival's site all prices and purchase taxes will be payable exclusively by the methods designated by UNTOLD instead of cash.

XII. VIDEO MONITORING AND PERSONAL DATA PROCESSING

11.1 For security reasons, the Festival Area is supervised with video cameras by UNTOLD's Contractual Partners. The processing of your personal data captured by the surveillance video cameras takes place whenever you are within the UNTOLD festival area, and by attending the Festival the Participant explicitly grants their consent for this processing. Also, the concerts as well as the entire festival can be recorded with video/photo means by our contractual partners, for marketing and advertising purposes, as mentioned in chapter XV.

11.2 The categories of personal data processed, the means, the purposes of processing, as well as the entire UNTOLD policy regarding the processing of personal data are found in the UNTOLD Festival 2019-2020 Privacy Policy, available in the Privacy Policy section.

11.3 According to the EU regulation 679/2016 (GDPR) you benefit from the right of access, rectification, the right to obtain data deletion or restriction of processing, the right to data portability, the right to opposition, the right not to be the subject of a decision based solely on automatic processing.

11.4 In order to exercise these rights you can contact S.C. UNTOLD S.R.L with a written, dated and signed request sent at dpo@UNTOLD.com.

11.5 If you believe that your personal data is processed differently than in accordance with the applicable law, please contact us at dpo@UNTOLD.com or you can contact the National Supervisory Authority for Personal Data Processing. For more details regarding the processing of personal data, please feel free to consult our Privacy Policy.

XIII. PRODUCTS AND PAYMENT METHODS DURING THE FESTIVAL

12.1 In the Festival Area there will be points where Participants can get Products and Services made available by the Organizer or the Contractual Partners.

12.2 Participants are required to only use the payment methods and instruments established by the Organizer within the Festival Area and mentioned in these GTC.

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12.3 The Payment method for the products and services provided in the Festival Area are multi-use vouchers used through payment devices (RFID) made available by UNTOLD, Raiffeisen Bank and VISA, through the Festipay service, respectively the Wristband.

12.4 At Entrance to the Festival Area, each Participant shall receive an access Wristband (with the integrated payment system) with which they can purchase the Products and Services available within the Festival Area. **Cash payment within the Festival Area is strictly prohibited, outside the Credit Point areas previously established by the Organizer.**

12.5 These payment instruments are considered as multi-purpose vouchers (MPVs) as defined by the European Commission due to the fact that in exchange for Credit Points on the payment instrument, the participant can purchase services / products with a different VAT rate. In this case, VAT receipts are made on the use of credit points. At the same time, the issuance of fiscal receipt and/ or an invoice for the Purchase Product/ Service is the responsibility of the traders (the Contractual Partners). If a Participant wishes to receive a tax invoice for the Products / Services purchased within the Festival, they are required to keep all tax invoice from the respective Contractual Partners.

12.6 The organizer has the possibility to provide to visitor's proof that the transaction (deposit or withdrawal of funds) has been made.

12.7 The procedure for electronic system transactions during the Festival is the following:

- a. At Entrance to the Festival Areas, after obtaining the Wristband, it is advisable that each Participant travel to one of the 25 Credit Point locations to charge the credit points onto the Wristband.
- b. The wristband will be the only payment method within the Festival.
- c. The conversion for this multi-purpose voucher (MPV) is: 1 leu - 1 credit point.
- d. For each charging, the Organizer has the possibility, but not the obligation, to provide the Participant with proof of the amount deposited on the Wristband.
- e. Damaged wristbands can be disabled and replaced with other Wristbands at the Help Desk - credit point, located in the Festival Area (near The Temple Stage), throughout the Festival, with consideration to the provisions of art 5.3.11.
- f. After obtaining a new Wristband from Help Desk - Credit Point, the Participant's amount on the damaged wristband will be transferred to the new Wristband.
- g. Participants have the option to charge the wristband as many times as they want, but each charging must have a minimum amount of 1 leu.
- h. The participant has the right to check the amount available on the Wristband at any Contractual Partner within the Festival Area or Credit Points.
- i. Charging/Recharging can be done by cash, by the bank card or through the www.UNTOLD.com platform (for Visa, Visa Electron, Mastercard, Maestro bank card issued by any bank in the world), according to Chapter "Online Check In and Top Up „of this Regulation.
- j. In the case of charges/recharges of the wristband through the Website, the Participant assumes full responsibility for the card data entered into the platform.

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k. Upon the first payment made using the bank card, the 3D Secure security code will be required. If the first payment is authorized, subsequent payments can be made without the 3D Secure security code.

12.9 the <https://www.UNTOLD.com> online store uses the services of Raiffeisen Bank/EuPlatesc for online transactions.

12.10 You can make online payments with your personal or company card in full safety conditions. Accepted payment cards are those issued under the VISA (Classic and Electron) and MASTERCARD brands (including Maestro, if they have CVV2/ CVC2).

12.11 Payment is based on a secure online transaction processing system that provides privacy, security and simplicity in the purchase of products and services over the Internet. Processing of card data is done exclusively through the bank.

12.12 The [https:// www.UNTOLD.com](https://www.UNTOLD.com) online store does not request or store any details about your card.

12.13 **IMPORTANT!!!** No fees will be charged for bank card payments!

12.14 Purchase of products / services form traders (Contractual Partners):

a. The participant chooses the desired product, at which time the respective Contracting Partner enters the amount in the POS;

b. Each Participant has the obligation to verify the amount entered by the Contractual Partner in the POS, and after verification he/she will touch the card reader terminal - contactless PSO with the Wristband for payment processing;

c. The Contractual Partners will be required the issue tax receipts to costumer Participants (as well as invoices at the Participant's request).

XIV. REFUND - Refund of the money left on the Wristband at the end of the Festival.

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

13.2 REFUND is the amounts in the RFID wristband can be exchanged for money through the process called REFUND, if the conditions imposed by the Festival are met.

13.3 Refund can be achieved by 2 distinct methods:

A. Refund on location

13.4.1 The amounts can be returned at any of the charge points inside the festival area, at any time during the festival, but no later than July 6th at 10:00 AM. Any request received after the date an time expressly indicated, will not be considered by the organizer. In this situation, the organizer cannot be held liable for not refunding the amount to the festival goer, as it is the festival goer's exclusive duty and obligation to comply with the date and time until they can make the request for refund of the deadline, they shall be solely responsible for the non-refund, exempting the organizer from any and all liability.

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

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

B. Online Refund

13.5.1 The Online Refund process refers to returning the amounts arising ONLY from online transactions - the refund will be made upon request, by the festival goer filing in a form, at approximately 14 days after filing the form, directly on the card used to make the online deposit transaction.

13.5.2 Festival goers will be required to enter the data correctly and to verify the information entered in the form.

13.5.3 The Festival is not liable if any of the information is not valid.

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

13.5.5 The REFUND form will be filled in no later than July 10th 2020. Any request received after the date and time expressly indicated, will not be considered by the organizer. In this situation, the organizer cannot be held liable for not refunding the amount to the festival goer, as it is the festival goer's exclusive duty and obligation to comply with the data and time until they can make the request for refund of the unused amounts on the wristband. If the festival goer does not submit this request within this deadline, they shall be solely responsible for the non-refund, exempting the organizer from any and all liability.

13.5.6 If a user has made a pre-festival Top Up and wishes to use the REFUND service before the beginning of the festival, he will only be allowed to do so in exceptional situations, according to these GTC.

13.5.7 If the festival goer failed to withdraw the amounts left unspent on the wristband, they will have the possibility to donate the amount to a CSR campaign or to an Association in direct collaboration with the Festival. The Festival goer can choose to donate the amounts left on the wristband when filling in the REFUND Form.

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

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

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

13.7.1 If there is still unspent money on the wristband, the festival goer will be able to get an online refund only within the limit of the transaction he made online. For example, if they make a 50 Ron online top up and another 150 Ron top up on location, the wristband account balance will be 200 Ron. If they spend 70 Ron during the festival, the wristband will have a total of 130 Ron left. From this amount, the festival goer will be able to get an online REFUND of only 50 Ron, and the rest of the money will be withdrawn from one of the recharge points at the Festival, but no later than July 6th 2020, at 10:00 AM.

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

13.9 If the festival goer failed to withdraw the amounts left unspent on the waistband or failed to fill in a form requesting online refund or donating the amount by July 6th 2020, at 10:00 AM, for on-site refund and by July 10th 2020 at 23:59, for online refund, these amounts become property of the Festival.

XV. HEALTH AND SECURITY

14.1 Given the large size of the Festival, the Organizer will take appropriate measures so that Participants are informed about the prevention and protection measures and activities within the Festival Area.

14.2 Each Participant is required to display a civilized behavior towards other participants of the Festival.

14.3 To the extent that the Organizer considers that a Participant endangers the safety of the other Participants or creates a situation of discomfort for them or behaves in a manner that affects the smooth conduct of the Festival or the general mood of the festival, the Organizer reserves the right to remove the Participant's wristband and to request the assistance of the Gendarmerie or the security company to escort the Participant outside the Festival area and to prohibit the Participant's return to the festival area.

14.4 Government agencies, Ministry of Internal Affairs institutions or other authorized bodies may provide the Organizer negative feedback regarding the access of a ticket and/ or pass holder to the Festival area. In this case, the Organizer shall have the right to refuse entry to the event area for the Buyer, and the letter shall have no rights for compensation.

14.5 In particular, for the purpose of the Festival's good performance, the Participants have the following obligations:

- a. To immediately communicate any situation for which they have good reason to believe to be a threat to the security and health of the Participants to the security Team and / or Organizer's representatives.
- b. To inform the security team and/or Organizer's representatives of any incidents of personal injury.
- c. To cooperate with the security team and / or Organizer's representatives, competent authorities, volunteers, to ensure the smooth running of the Festival without risk to health and safety.
- d. To comply with the provisions of health and safety legislations and their enforcement measures;
- e. The Participant who notice a fire is required to notify by any means the security team and/ or Organizer's representatives, for limiting and extinguishing the fire;
- f. In the event of fire, any Participant is required to provide assistance;
- g. To comply with the laws regarding smoking in enclosed spaces (smoking in the Polyvalent Hall and other closed areas in the Festival area is strictly forbidden).

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XVI. RECORDINGS MADE DURING THE FESTIVAL

15.1 The Organizer has the recording rights for the entire Festival and may use the photo and video images made by both its own staff and the Participants in various materials made during the Festival.

15.2 Visitors are informed that UNTOLD, the Contractual Partners authorized by, their associates, members of the Press, other Visitors, and other Third Parties may make audio and video recordings of the Festival.

15.3 Therefore, all Visitors, by virtue of their participation in the Festival, grant the Organizer express permission to record and publish their image, appearance and actions. The person making the recordings according to the above rules will obtain Transferable and Exclusive Use Rights, which are not restricted in time, geographic location and manner of use, for the Visitor Records, any presentation of such Images having to be related to the Festival.

15.4 UNTOLD and the persons authorized by UNTOLD have the unrestricted right to make profit from, use (especially for the purpose of promoting the Festival), copy, publicly broadcast and distribute such Visitor recordings without the need for any compensation to the Visitors.

15.5 Visitors are specifically informed of the fact that UNTOLD can record the Festival, concerts and programs, can copy the recordings and distribute them by means of image carriers, broadcast them or otherwise make them public, and can do so repeatedly, including by informing the public about the Festival, concerts and programs by means of cable data transmission or by any other means (e.g via YouTube) so that members of the public can individually choose the place and time of access.

15.6 Visitors are not entitled, within the limits of the legal provisions, to raise claims against UNTOLD in connection with their recordings and publication thereof, as described above.

15.7 Visitors have the right to make audio and video recordings at the Festival, but only with a sound and image recording tool embedded in a personal telecommunication device (e.g a mobile phone or tablet) or another nonprofessional equipment.

15.8 Visitors are not allowed, without the prior consent of UNTOLD, to sell, use for a price, or use for free, but for commercial purposes, the image and voice recordings they have made, to identify the Visitors appearing in the recordings without their consent, or violate the personal rights of those Visitors.

15.9 UNTOLD is expressly not liable for any violation of the above-mentioned rules by other visitors.

15.10 The organizer reserves the right to establish areas / locations where taking photographs / videos is prohibited. In case of non-compliance, the Organizer has the right to confiscate the photo/ video camera until the end of the Festival and to delete those recordings.

XVII. UNTOLD LIMITATION OF LIABILITY

16.1 UNTOLD grants no guarantees as the duration of the entry process, given the large number of visitors!

16.2 UNTOLD recommends to all participants to check-in online when purchasing their tickets and to come to the Festival at least a few hours before the concert they wish to attend.

16.3 UNTOLD grants no guarantees as to the possibility of entering the Festival at the desired time or the possibility of attending in time the desired concert, or the quality of the entertainment and

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explicitly excludes any refund of the Ticket price to the festival goers, or granting a further reduction or payment of damages, indemnification or compensation of any kind to any festival goer.

16.4 Within the Festival, the Organizer can unilaterally modify the program (artistic, organizational, etc.) depending on various situations that may occur along the way.

16.5 UNTOLD reserve the right to modify, restructure and further develop the Festival, Services and Products provided at the Festival, at its own discretion, as required. Visitors do not have the right to raise claims against UNTOLD regarding such changes, restructurings or future developments.

16.6 Therefore, UNTOLD will not guarantee to the Visitor the availability, content, quality and quantity of programs and services (such as the performance of a particular artist, the fact that the performance of a particular artist will rise to the expectations of the Visitor, or the opportunity to participate in a particular program and/ or at a particular location), which however is shaped by the special features of the location and the equipment present within it (such as the number of seats at a particular location).

16.7 However, UNTOLD will use its best efforts to provide the pre-announced programs and Services and, if its provision becomes impossible, to replace the canceled program or the Service previously communicated with another program or Service.

16.8 UNTOLD has no obligation to cancel the Festival in case of unfavorable weather, but if the authorities request the suspension or closure of the Festival by UNTOLD for reasons of force majeure, the Festival or part of it will be canceled/ suspended, and UNTOLD shall not be held liable by the festival goers or by any third parties for cancelling/suspending it.

16.9 Visitors are expressly informed of that fact that they may also purchase Products and Services in connection with the Festival which are provided by other Contractual Partners, and not by UNTOLD. In such cases, the contract is concluded directly between the Visitor and the Contractual Partner, and the rights and obligations arising from the legal relationship apply exclusively to the Visitor and the Contractual Partner.

16.10 Visitors expressly confirm that they cannot raise any claim against UNTOLD in connection with the respective Products and Services or in connection with contract for such Products and Services. UNTOLD also generally declares that they are not liable in any way for the Products and Services provided by the Contractual Partners. Visitors will use the Services and Products provided by the Contractual Partners exclusively at their own risk. UNTOLD assumes no liability for damages arising but the Contractual Partners.

16.11 Visitors can only enter the Festival at their own risk. UNTOLD will only be liable for international contractual breaches imputable to them and for breaches of contract that endanger human health, integrity or physical health if the damage is caused exclusively by UNTOLD and could not be avoided by the participant through any efforts to this regard and excludes any and all liability beyond the Participant's explicit legal rights in relation to any other harm, including those that effect human life, integrity or physical health or material damage.

16.12 Given that there is no contractual relationship between UNTOLD and the Unauthorized Participant, UNTOLD explicitly excludes any liability to the Unauthorized Participants for breach of contract and any and all claims that a consumer may demand.

16.13 Lost and found objects can be delivered at the information office shown on the map. Visitors may inquire about the lost items at the same office.

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16.14 Unauthorized Visitors and Participants are fully liable, both under civil and criminal law, for any damage caused to UNTOLD, its Contractual Partners, other Visitors and Third Parties at the Festival or in connection with the Festival.

16.15 UNTOLD is not liable for any illicit activity or omission by a Visitor, Unauthorized Participant, pet, or Third Party. If a Visitor, Unauthorized Participant, or Third-Party causes damages of any nature to another Visitor, Unauthorized Participant, or Third Party, the latter shall direct any and all actions for repairing the damages against the party at fault and not against UNTOLD.

16.16 UNTOLD is not liable for any damage that may arise outside the Festival Area or on the way to or from the Festival Area, as UNTOLD can only be held liable for damages incurred in the Festival Area if the conditions set out in these GTC are met for UNTOLD becoming liable.

16.17 If any Products or Services are available to the Visitor after the closing time of the festival, then, from that time onwards, the Visitor may purchase or use these products solely on his / her own responsibility.

16.18 UNTOLD has the right to immediately terminate the legal relationship with the Participant (holder of a Ticket or Wristband) who has breached any provision of these GTC in connection with the Festival. In such a case, UNTOLD may invalidate the Participant's Ticket or remove the Wristband, and the participant will be required to leave the Festival. Also, UNTOLD reserves the right to refuse to sell another ticket to the festival goer throughout the entire festival.

16.19 In addition to the immediate termination of the legal relationship with the Participant, UNTOLD is entitled to impose on that Visitor or Unauthorized Participant a partial (applicable in connection to one or more Festivals) or total (applicable to all Festivals organized by UNTOLD or its Partners) ban for a certain period of time.

16.20 The participant agrees to be given the medical treatment that may be considered appropriate in the event of injury, accident or illness during the Festival and completely exonerates UNTOLD and all persons participating in the medical treatment for any such actions within the limits of the legal provisions.

16.21 Within the Festival Area, first aid and medical assistance services will be provided non-stop. UNTOLD shall not be liable for the manner in which these services are provided.

16.22 There will be various high intensity light shows and pyrotechnic effects that can harm children or people suffering from epileptic episodes.

16.23 Participants who suffer from mental or physical illness and who may be affected by any kind of loud noises, special visual effects, crowded areas, special effects or any other such elements, assume full responsibility for the damage they may suffer.

16.24 Also, the Organizer shall not be liable for any damage or injury that may occur as a result of fireworks. Participants assume full liability for their physical / mental capacity for participation in various activities within the Festival.

16.25 IMPORTANT! We recommend conducting specialized health checks before participating in such activities that involve, among other things, an increased level of effort.

16.26 UNTOLD will not be liable in any way for:

a. any kind of damage (direct or indirect) resulting from the use or inability to use the information presented on the Website in connection with the Festival;

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b. any kind of content errors or omissions that may cause damages.

16.27 UNTOLD may, without prior notice, delete, modify or add any information on the Website, suspend any activity on the Website, and if reference is made to other websites, UNTOLD does not guarantee and / or confirm in any way the type of information which can be found on these websites.

16.28 UNTOLD is not liable for any comments posted by users on the Website. Any information, data, text, photos, graphics, etc. contained on the Website are the responsibility of that person / entity from which it originates. Under these circumstances, UNTOLD cannot guarantee the content of the Website including, but not limited to, truncated, incomplete or wrong information or any consequences of their use.

16.29 UNTOLD makes no warranties, of any nature, that the Website will operate uninterruptedly, safely and without errors of any kind. The Website may be interrupted by the owner or administrators at any time without prior notice and without any claim of any kind from its users.

16.30 If the Festival is cancelled due to the Organizer's sole fault, the Contracting Partners, owners of the website used by the Buyers to purchase the Tickets will reimburse the price of the tickets paid by the Buyers within 30 days from the date on which the cancellation was announced.

16.31 The value of the purchased tickets will not be refunded in case of cancellation of the Festival by the Organizer for causes that fall under force majeure or that are due to any unforeseeable circumstances. Force majeure or unforeseeable circumstances shall include, but shall not be limited to any external and unpredictable event such as: storms, threats or risk of terrorist attack, acts of public authorities, legitimate or not, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquakes, social conflicts, major short circuits, risk of damage to health or any other cases that cannot be foreseen or removed through the Organizer's diligence and caution.

16.32 Moving the venue for the event in the same geographical area shall not constitute a reason for ticket refund.

16.33 The dates of the festival can be changed unilaterally by the Organizer in case of force majeure or Act of God without any obligation to refund the ticket price to the Buyer.

16.34 If the event is rescheduled for reasons exclusively related to the Organizer's will, the ticket value can be refunded, but the refund request must be sent to the point of sale from which the ticket was purchased within no more than 30 days from the date of the cancellation of the event for which it was purchased or at the latest on the date when the Buyer should have attended Festival for which they initially purchased the Ticket.

16.35 In all situations, only the value of the ticket will be refunded and only for intact, undamaged tickets, and the value of any fees for issuing tickets, printing, distribution or any other fees and commissions that cannot be recovered by the Organizer, as well as the additional costs (accommodation , transport, courier, etc.) shall not be refunded in any circumstances

XVIII. INTELLECTUAL PROPERTY RIGHTS

17.1 Everything posted on the Website as well as on various types of media in the Festival Area, such as, but not limited to, images, texts, graphics, symbols, logos, databases, etc. is the property of UNTOLD and / or its Contractual Partners. All of this is covered by intellectual property law.

17.2 Visitors and Third Parties may not use, copy, distribute, publish or incorporate such marks or information into any other documents or materials in any way for the purpose of earning revenue without the prior written and express permission of UNTOLD and / or its Contractual Partners.

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17.3 The images, logos, texts of the UNTOLD's Contractual Partners belong to them and are reproduced on the Website or in the Festival Area with their consent.

17.4 UNTOLD will make every effort to identify the messages received on the Website which were not addressed to them by restoring the link to the source or by mentioning the persons appearing on this Website, but will not always be able to guarantee the existence of the reproduced source

XIX. PROVIDING INFORMATION / FRAUD ATTEMPTS

18.1 In order to use the Website, website users agree to provide real information about them as they are specified in the user registration section and agree to provide this information correctly and completely.

18.2 Any attempt to provide false information, to access someone else's personal data, to modify the content of the Website, or to affect the performance of the server on which the Website is posted will be considered an attempt to fraud the UNTOLD systems and will lead to the immediate blocking of the users' access to the Website. UNTOLD also reserves the right to notify the competent authorities of this attempt.

XX. PROMOTIONAL OFFERS, RAFFLES AND CONTESTS

19.1 UNTOLD, at its own discretion, will determine the conditions for promotions on the Website, under the terms of the law. Promotions, raffles and contests run for a limited period and automatically expire on the date mentioned for each promotion, raffle or contest.

19.2 Any promotion, raffle or contest may be interrupted or canceled at any time without prior notice. However, all participants will be notified of the interruption or cancellation.

XXI. LITIGATIONS

20.1 Any conflict between UNTOLD and its clients as a result participating in the Festival or the use of the Website will be settled amicably. If this is not possible; the resolution of conflicts is a matter which shall be submitted to the Romanian courts in Cluj-Napoca or Bucharest.

20.2 The applicable law is the Romanian law.

XXII. FORCE MAJEURE AND ACTS OF GOD

21.1 In case of force majeure or Acts of God, the Organizer may decide to amend or even cancel the festival in exceptional circumstances, without being held liable in any manner by the Participants in relation these decisions.

XXIII. MISCELLANEOUS

22.1 The names of the chapters and sub-titles are for reference only and shall not be considered for interpreting or construing these GTC.

22.2 If either provision of these GTC is declared null or inapplicable, the remaining clauses shall remain valid and in force, and the clause declared null or inapplicable shall be replaced by a new clause which shall reflect to the best extent the Organizer's will.

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