GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SÓNAR BY DAY FESTIVAL AND SÓNAR BY NIGHT FESTIVAL AND TICKET SALES FOR THE SAME

1. FESTIVAL DETAILS

Identification:

- Sónar by Day Festival: 13, 14 & 15 June 2024 (Fira Montjuic Venue).

Includes the **Sónar+D** activities. some Sónar+D activities are only accessible with certain Ticket Types, and a generic Sónar by Day Festival Ticket is not valid.

- Sónar by Night Festival: 14 & 15 June 2024 (Gran Via Hospitalet Venue).

Festival Sessions:

- <u>Sónar by Day 13 June</u> (15:00 hrs to 00:00 hrs cut-off time for entry 23.30 hrs).* *For Tickets with access to the exclusive Sónar +D programme, the Session will start at 10:00 am.*.
- <u>Sónar by Day 14 June</u> (15:00 hrs to 23:00 hrs cut-off time for entry 22.30 hrs).* *For Tickets with access to the exclusive Sónar +D programme, the Session will start at 10:00.*
- Sónar by Day 15 June (15:00 hrs to 23:00 hrs cut-off time for entry 22.30 hrs).
- Sónar by Night 14 June (20:30 hrs to 07:00 hrs cut-off time for entry 06:00 hrs).
- Sónar by Night 15 June (20:30 hrs to 07:00 hrs cut-off time for entry 06:00 hrs).

Timetables are subject to change.

Organising Bodies:

- Sónar by Day Festival:

ADVANCED MUSIC, S.L., with registered offices in Barcelona (08005), C/ Zamora 45-47, 6-1, registered in the Business Registry of Barcelona, volume 45.234, page 49, sheet B-481.219, 1st entry, and holder of tax identification number B-66.699.216..

Telephone: 0034 933 208 163

e-mail: via this Contact Form.

- Sónar by Night Festival:

FESTIVAL SONAR NOCHE 2016, A.I.E., with registered offices in Barcelona (08005), C/ Zamora 45-47, 6-1, and holder of tax identification number V-66.783.457

Telephone: 0034 933 208 163

e-mail: via this Contact Form.

- Authorised Sales Channel(s):

Online sales: DICE platform.

* This Authorised Sales Channel is operated by a third party (DICE) and therefore the sales process is governed by the terms and conditions of their platform (you can consult them at this <u>link</u>).

** The purchase of a Ticket through this Authorised Sales Channel is subject to an Administration Fee which must be paid when purchasing your Ticket (10% of the Ticket price, never exceeding 15 euros; except for tickets combined with other events, where this fee may vary depending on the combined package).

*** The purchase of a Ticket through this Authorised Sales Channel necessarily implies that the user has an account on the DICE platform (and therefore accepts the terms and conditions of that platform).

****The Ticket purchased through this Authorised Sales Channel will only be available (and valid) in electronic format. Your Ticket will be linked to your DICE account and saved in your DICE App. To exchange your ticket for your wristband, you will need to show it at the Check-in Point using your mobile

device.

Physical shop sales: Sónar by Night box office (located at the Gran Via Hospitalet venue).

* NOT all ticket types are available at the Sónar by Night Box Office..

2. ACCEPTANCE OF TERMS AND CONDITIONS

These GENERAL TERMS AND CONDITIONS OF THE FESTIVAL (hereinafter the **Terms and Conditions**) apply to the Festival Sónar by Day (including Sónar+D) and the Festival Sónar by Night.

It is very important that you read these Terms and Conditions carefully before placing any order for Festival Tickets, because by PURCHASING, HOLDING, USING or INTENDING TO USE any Festival Tickets, YOU FULLY ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

Therefore, if you do not agree to each and every one of these Terms and Conditions you may not purchase, hold, use or intend to use any Festival Ticket.

If you have any questions regarding the personal data that you provide as a user of our website or during the purchase process, please see our Privacy Policy.

The use of our website confers upon you, from the moment you access it, the condition of user and implies your acceptance of the provisions contained in the Conditions of Use of the website.

3. **DEFINITIONS**

Below are the definitions that apply to these Terms and Conditions, in order to facilitate a better understanding of these Terms and Conditions:

Attendee: the person who, having purchased a Ticket, attends the Festival.

Authorised Sales Channel(s)): the channels through which you will be able to purchase your ticket for the Festival, which are EXCLUSIVELY those detailed in Section "Error! Reference source not found.. FESTIVAL DETAILS".

Letter of Authorisation: the letter of authorisation and responsibility required for the admission and presence of minors under 16 years of age at the Sónar by Day Festival (Fira Montjuic Venue) available at this link.

Cashless: payment system via wristband.

Access Conditions: the conditions for admission to and attendance at the Festival, as detailed in the Section "Error! Reference source not found.. RIGHT OF ADMISSION".

Festival Conditions: information about the Festival that is available on the website (as updated by the Organising Body), including a general description of the Festival, site map, timetable, accessibility, and other relevant data and information related to the Festival.

Organising Body: ADVANCED MUSIC, S.A. (for Sónar by Day) and FESTIVAL SONAR NOCHE 2016, A.I.E (for Sónar by Night), whose details are given in Section "**Error! Reference source not found.**. FESTIVAL DETAILS".

Ticket: The ticket purchased through the Authorised Sales Channel in order to gain access to the Festival.

Festival: The Sónar by Day Festival and/or the Sónar by Night Festival, interchangeably.

Administration Fees: the amount that the online Ticketing platform charges the purchaser of a Ticket.

Cloakroom: the area that the Organising Body places at the disposal of the Attendees in each Venue so that they can leave their clothes and belongings during each Festival Session.

Ticket Types: the different types of tickets, passes and season tickets available to access the Festival (or certain Festival Sessions).

Wristband: the Wristband that each Attendee must obtain at the Check-in Point (by exchanging the previously purchased Ticket) in order to gain access to the Festival. The Wristband incorporates the device that works as a coin purse (allowing the Attendees to pay using the Cashless system).

Check-in point: the points where ticket holders must exchange their ticket for a wristband to gain access to the festival site. For more information, please visit the website.

Recharging Points: the points where Attendees can top up their wristband wallets (Cashless system) and then use the recharged balance to purchase products and services within the Venue. More information <u>here</u>.

Venue: means, interchangeably and as applicable, the Fira Montjuic Venue and the Gran Via Hospitalet Venue.

Fira Montjuic Venue: the Venue where the Sónar by Day Festival (including Sónar +D activities) is held in Barcelona (08004), Av. Rius i Taulet, s/n.

Gran Via Hospitalet Venue: the Venue where the Sónar by Night Festival is held, located in L'Hospitalet de Llobregat (08908), Av. Joan Carles I, 64.

Re-entry: During the same Festival Session, the right to temporarily leave the Venue and re-enter the same (always prior to the entry cut-off time established for each Festival Session).

Sónar by Night box office: The ticket offices located in the Gran Via Hospitalet venue.

Terms and Conditions: these GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SÓNAR BY DAY FESTIVAL AND SÓNAR BY NIGHT FESTIVAL.

Website: the website www.sonar.es

4. TICKET AND WRISTBAND

All Tickets and Wristbands remain the property of the Organiser.

4.1. TICKETS

4.1.1. TYPES OF TICKET

This link shows you the Ticket Types to access the Festival.

Not all Ticket Types go on sale at the same time, and therefore this information may vary depending on when you access the link.

IMPORTANT INFORMATION: The Ticket Type not only determines which Session(s) of the Festival you will be able to access, but also establishes which other benefits it entitles you to (for example, exclusive Sónar +D content, fast-track access to the Venue, re-entry rights, access to VIP areas, free cloakroom or use of the VIP SonarBus)..

It is very important that you read the information provided in the link in this section carefully so as to choose the type of ticket you wish to purchase..

By purchasing a Ticket, the user declares that he/she has read, understood and accepted all the information relating to the Type of Ticket purchased.

It is the user's responsibility to check age restrictions, accessibility and other Terms and Conditions of the Festival.

The Organiser reserves the right to change the prices of each Type of Ticket at any time. Tickets will be invoiced on the basis of the price in effect at the time of purchase through the Authorised Sales Channel.

4.1.2. AUTHORISED SALES CHANNELS

Only Tickets purchased through Authorised Sales Channels will be valid.

The Organising Body is NOT responsible for Tickets purchased through any channel other than the Authorised Sales Channels described above (including through resale).

4.1.3. RESALE AND/OR PROMOTIONAL USES

Tickets are for personal use only.

Online Tickets purchased can only be transferred and assigned to the end user through the means provided on the online sales platform itself.

Resale is prohibited and may result in the cancellation of the Ticket without refund or compensation and/or the Ticket holder/bearer being denied access to the Festival or ejected from the Venue..

POSSESSION OF A TICKET DOES NOT ENTITLE THE HOLDER OR ANY THIRD PARTY TO USE IT FOR ADVERTISING, MARKETING OR PROMOTIONAL PURPOSES (INCLUDING CONTESTS, GIVEAWAYS, PRIZE DRAWS OR SALE IN CONJUNCTION WITH OTHER GOODS AND SERVICES) unless expressly permitted in writing by the Organiser. FAILURE TO COMPLY WITH THIS POINT SHALL OBLIGE THE ADVERTISER AND/OR UNAUTHORISED USER TO PAY A PENALTY EQUIVALENT TO ONE THOUSAND PERCENT OF THE PURCHASE PRICE OF THE TICKET, WITHOUT PREJUDICE TO THE ORGANISER'S RIGHT TO CLAIM DAMAGES.

4.1.4. WITHDRAWAL, EXCHANGES OR REFUNDS

Once you have purchased your ticket, no exchanges or refunds will be accepted, except:

- (i) In the case of upgrades (improvement of the previously purchased Ticket Type, allowing you to access more Festival Sessions, or to have access to more benefits). They can only be processed through the same Authorised Sales Channel through which the Ticket was purchased..
- (ii) In the cases specified in Section "12. CANCELLATIONS".

The exchange or return of a Ticket will NOT in any case entail the refund of the Administration Fees that are charged by the online sales platform.

The purchaser of a Ticket will not have the right to withdraw from the purchase made online, as the exception provided for in Article 103.I. of the General Law for the Defence of Consumers and Users is applicable.

4.1.5. FRAUDULENT TICKETS

The Organising Body warns that it has implemented technical procedures capable of detecting any duplicate, photocopied or forged Tickets. The Organising Body shall have the right to refuse access to the Venue to the Ticket holder in the event of detecting any anomaly in the Ticket. The detection of any fraudulent use of the Ticket will be prosecuted in accordance with current legislation, including criminal liability.

Any Ticket sold, transferred, used or assigned in breach of these Terms and Conditions may be void and any person seeking to use it may be refused entry or expelled from the Venue without refund or compensation.

4.1.6. INCIDENTS WITH TICKETS

For any incident with your ticket, prior to the Festival contact DICE, and once the Festival has started, contact the incident booths that you will find signposted at the Venue.

4.2. WRISTBAND

4.2.1. OBTAINING THE WRISTBAND AT CHECK-IN POINTS

To gain access to the Festival Venue, you must exchange your ticket for a wristband at one of the Check-in points.

To obtain your Wristband, you must present your Ticket as follows:

- Tickets purchased online (through DICE):
 - Only electronic Tickets submitted through the DICE application previously installed on your mobile device will be valid (hard copies, photos or screenshots will not be accepted)..

- It is the responsibility of the Attendee to have the mobile device operational and working, with the DICE App installed and the Ticket downloaded. Please note that the Tickets purchased will not be visible and downloadable on the DICE App at the time of purchase, but that this functionality will be activated a few hours before the start of the Festival.
- Tickets purchased through the Sónar by Night Box Office:
 - Only original paper tickets issued at the Sónar by Night Box Office will be valid.
 - No photocopies or photos of the Ticket will be accepted.
 - It will be the responsibility of the purchaser to keep the Ticket in good condition until such time as it is exchanged for a Wristband.

Tickets that have been altered, broken, or show signs of forgery, or in which any type of anomaly is detected, will not be accepted.

4.2.1. FITTING, RETENTION AND USE OF THE WRISTBAND

The Wristband will NOT be handed out but will be fitted to the attendee by the staff at the Check-in Points. Therefore, each attendee will have to go personally to collect their wristband, and it will not be possible to collect wristbands for other people.

There is only one wristband per ticket. Once you have exchanged your ticket, you must keep your wristband (fitted at the Check-in Point) for all the days you are entitled to access the Festival Sessions.

Any manipulation or exchange of Wristbands is forbidden.

The Wristband is the only valid form of access to the Venue for the Attendee.

The Organising Body is not responsible for the breakage, loss or improper handling of the Wristband, it being the responsibility of the Attendee to retain it at all times, as the loss, tampering or breakage of the same will render it impossible to access or remain in the Venue.

It is the responsibility of the Attendee to ensure that the Wristband is perfectly closed at the time of fitting, as a broken or damaged Wristband will in no case be exchanged or replaced for another one.

IT IS VERY IMPORTANT THAT YOU KEEP YOUR WRISTBAND DURING AND AFTER THE FESTIVAL. DO NOT THROW AWAY YOUR WRISTBAND WHEN LEAVING THE FESTIVAL - YOU WILL NEED IT TO RECOVER THE UNUSED BALANCE OF YOUR CASHLESS WALLET - SEE SECTION "7. PAYMENT SYSTEMS ALLOWED INSIDE THE VENUE: CASHLESS"

4.2.2. INCIDENTS WITH WRISTBANDS

In the event of an incident with your wristband, you should go to the incident booths that you will find duly identified at the Venue.

5. AGE FOR ADMISSION TO THE FESTIVAL

5.1. MINORS (FROM 0 TO 15 YEARS)

Sónar by Day (Fira Montjuic Venue).

They may enter the Festival provided they are accompanied by their parent or legal guardian, who must accompany them at all times. Parents or guardians must fill in the <u>Letter of Authorisation</u>, and carry it with them at all times, and the Organising Body may request it at any time.

NO TICKET IS REQUIRED for children up to 6 years of age (inclusive).

A TICKET WILL BE NECESSARY for children from 7 years old (inclusive).

Sónar by Night (Gran Via Hospitalet Venue)

Under NO circumstances will they be allowed access to the Festival.

MINORS (AGED BETWEEN 16 AND 17)

Sónar by Day (Fira Montjuic Venue) and Sónar by Night (Gran Via Hospitalet Venue)

They may enter the Festival unaccompanied and remain in the Festival, complying with the provisions of these Terms and Conditions.

THE CONSUMPTION OF ALCOHOL AND TOBACCO ON THE PREMISES IS IN ANY CASE PROHIBITED.

5.2. ADULTS (FROM 18 YEARS OF AGE)

Sónar by Day (Fira Montjuic Venue) and Sónar by Night (Gran Via Hospitalet Venue)

They may access and remain in the Festival, complying with these Terms and Conditions.

5.3. PROOF OF AGE

The Organising Body reserves the right to request the Attendee to show their national identity card, passport or equivalent official document proving their age, both at the points of access to the Venue, as well as later on inside the Venue.

Any breach of the age restrictions may result in the Ticket holder or user being refused access to the Venue, or being refused permission to remain in the Venue (both the minor, and the parent/legal guardian in the case of minors under 16 years of age), without the right to any refund or compensation whatsoever.

6. ACCESS TO THE VENUE AND RIGHT OF ADMISSION

6.1. REQUIREMENT FOR WRISTBAND TO BE FITTED AND IN GOOD CONDITION

You must have your Wristband properly attached to your wrist in order to gain access to the Venue. You will not be permitted to enter (or remain in) the Venue without a Wristband or with a Wristband that is visibly tampered with, damaged or broken.

If your wristband is valid for several Festival Sessions, you must keep it for all the days of the Festival to gain access to each Festival Session.

6.1. ITEMS NOT ALLOWED IN THE VENUE

The Organiser may restrict the entry to the Venue of any object which may be dangerous, unsafe, unhealthy or the use of which may contravene these Terms and Conditions.

In accordance with current legislation, the Attendees (and any bags, purses, rucksacks or similar items they wish to bring into the Venue) may be searched by Festival security personnel in order to prevent the entry of such items.

An Indicative List of Items Not Permitted at the Festival Venue is set out below:

- Aerosols or other containers containing gas.
- Weapons, or items that could produce the same effect, such as sharp, cutting, or other items deemed to be a security risk (including selfie sticks).
- Flags, banners, posters or other propaganda items that contain (i) political propaganda, or (ii) religious propaganda, or (iii) discriminatory messages, whether based on race, gender, age, nationality, culture, religion, sexual orientation, or any other grounds -whether or not considered exclusionary-, or (iv) defamatory, libellous, aggressive, hate speech, or intended to disturb public order; or (v) any other type of

message or propaganda deemed inappropriate for a festival. THE FESTIVAL IS NOT ASSOCIATED WITH ANY POLITICAL, IDEOLOGICAL OR RELIGIOUS SYMBOL.

- Bags, purses, backpacks or other similar items larger than 40X20X25 cm or with a capacity of more than 20 litres.
- Professional cameras or other professional audio-visual recording equipment.
- Food and/or beverages (except for baby food and special needs cases resolved through this <u>Form</u>). Food or beverage containers (such as Tupperware, hip flasks/water bottles or other flasks) are not allowed. See Section "8. FOOD AND BEVERAGE OUTLETS" to find out what is on offer at the Festival.
- Drones.
- Drugs, other illegal substances or other substances of abuse considered to be unsafe, including new psychoactive substances (commonly known as "legal highs") and/or nitrous oxide also known as laughing gas, and/or any paraphernalia for the manufacture of such substances.
- Items that may interfere with the Festival's performances and activities or disturb other Attendees such as:
 (i) megaphones, vuvuzelas, horns or other similar items capable of making loud noise; (ii) laser pointers or torches; (iii) firecrackers, flares, fireworks or other pyrotechnic items; (iv) portable communication devices such as walkie-talkies, jammers, radio scanners or similar, (v) high-vis; (vi) helium balloons or other items that are positioned above the general public that obstruct the view of the shows and performances.
- Furniture such as umbrellas, parasols, chairs (whether or not folding), tables (whether or not folding), barbecues, or tents.
- Glassware.
- Vehicles (any type of), including bicycles, motorbikes, skateboards, scooters or personal motorised vehicles. For people with special needs, please fill in the form.
- Portable fans (regardless of size), except paper fans.

The Organiser is not responsible for any prohibited items or other items that are deemed inappropriate or unsafe and that are confiscated to allow entry or stay in the Festival Venue.

In the event that security personnel detect the presence of any of these non-permitted items in the Venue, the Attendee will be escorted out of the Venue to remove the prohibited item from the Venue.

For merely illustrative purposes, the following objects ARE permitted:

- Bags, bumbags, backpacks or small bags (dimensions equal to or less than 40x20x25 and maximum capacity 20 litres).
- Motorbike, bicycle or similar helmets (as long as they are left in the cloakroom or in the lockers of the venue, if available See Section "9. CLOAKROOM").
- Caps, sunglasses, paper fans and sunscreen (maximum 50ml bottles).
- Tobacco/Electronic cigarettes. These can only be used in outdoor areas.
- Vehicles required for the accessibility of persons with reduced mobility (after filling in and sending the form).

6.2. ACTIVITIES/BEHAVIOURS NOT PERMITTED AT THE FESTIVAL

Any activity or behaviour that the Organiser considers to be dangerous, unsafe, unhealthy or in breach of these Terms and Conditions is prohibited.

An Indicative List of Activities and/or Behaviours not permitted at the Festival is set out below:

- Aggressive or violent behaviour, or behaviour that provokes altercations or disturbances, or that publicly incites hatred, violence or discrimination on the grounds of birth, race, sex, religion, opinion, disability,

sexual orientation, gender identity, or any other social or personal condition or circumstance, that endangers public order or interferes with the normal running of the Festival (or any activity or show within the framework of the same). THE FESTIVAL IS COMMITTED TO THE WELL-BEING OF ALL ATTENDEES. PLEASE SEE THE FOLLOWING <u>LINK</u> FOR THE MEASURES WE ADOPT AND MAKE AVAILABLE TO YOU.

- Activities that are disturbing for other Attendees, unhealthy, harmful, dangerous or illegal, or that may constitute a criminal offence.
- Climbing or remaining on: fences, barriers, trees, bushes, walls, security features (including stone or concrete dividers), attractions, temporary structures, exhibits, buildings or other Festival feature or structure that is clearly not intended for Attendees to climb or remain on.
- Carrying items which may be a nuisance to the rest of the audience or which may wholly or partially obstruct a good view of any artistic performance.
- Entering (or attempting to enter) restricted areas, areas not open to the general public, or areas to which the Type of Ticket purchased does not allow access.
- Crowd surfing and moshing, or other similar activities deemed unsafe for the general public.
- Activities that tend to cause (or are likely to cause) fires, participating in fires, or throwing objects into fires or lit objects.
- Smoking in enclosed areas or other spaces where smoking is not permitted.
- Engaging in activities whose purpose is political or religious propaganda. THE FESTIVAL IS NOT ASSOCIATED WITH ANY POLITICAL, IDEOLOGICAL OR RELIGIOUS SYMBOL.
- Engaging in activities the purpose of which is (i) the promotion of any goods or services, or (ii) the attraction of customers, associates or affiliates (to any type of organisation or entity, whether for profit or not for profit), except as expressly authorised by the Organiser as part of the organisation and operation of the Festival.
- The carrying out of street vending or any other form of commercial activity (other than those expressly contracted/authorised by the Organiser as part of the organisation and operation of the Festival). In the event of infringement, the Organiser is entitled to impose a penalty on the offender equal to ONE THOUSAND PERCENT OF THE PRICE THAT WOULD APPLY to a comparable sponsorship or street vending contract, without prejudice to the Organiser's right to claim damages.
- The consumption of alcohol and tobacco by persons under 18 years of age.
- The purchase by a person of legal age of any alcoholic beverage for a minor.
- Audiovisual recording of any of the Festival's performances and shows for commercial or promotional broadcast on any medium without the Organiser's consent.
- Attempting to pay by any means other than the permitted means of payment identified in Section "1. FESTIVAL DETAILS".

6.3. **RIGHT OF ADMISSION**

In application of the provisions of article 10 of Law 11/2009, of 6 July, on the administrative regulation of public shows and recreational activities, and article 50 of Decree 112/2010, of 31 August, which approves the Regulations on public shows and recreational activities in Catalunya, the Organizer reserves the right of admission.

Admission to and remaining at the Festival Venues is subject to compliance with the following Conditions of Admission:

- Compliance with the age requirements set out in Section "5. AGE FOR ADMISSION TO THE FESTIVAL".
- Possession and retention of the Wristband under the terms of Section "6.1. WRISTBAND MUST BE IN PLACE AND IN GOOD CONDITION".

- Not to possess or bring into the Venue any of the items listed in the Indicative List of Objects Not Permitted included in Section "6.2. ITEMS NOT ALLOWED IN THE VENUE".
- Not to engage in any of the activities/behaviours detailed in Section "6.3. ACTIVITIES/BEHAVIOURS NOT PERMITTED AT THE FESTIVAL".
- Comply with all other rights and obligations contained in these Terms and Conditions, which are designed to ensure both the proper enjoyment of the Festival by all Attendees, and the safety of all staff and artists working at the Festival.

In particular, the Organiser reserves the right to refuse admission to or stay in the Venue to any Attendees who:

- Disobey the objective indications of the Organiser (and in particular, of the Festival's security personnel) to the public in general, which are intended to ensure the proper development and functioning of the Festival, and the safety and well-being of both the Attendees and the Festival's artists and staff.
- Engage in unacceptable behaviour or conduct (as described in foregoing Section 6.3). In particular, the Organiser reserves the right to deny access to the Venue to any person who engages in aggressive or violent behaviour, who causes a nuisance or disturbance or who publicly incites hatred, violence or discrimination, at the entrance or in the vicinity of the Venue (without the need for such conduct to have taken place inside the Venue).
- Attempt to bring in, actually bring in, carry or use any weapon or object likely to produce the same effects, such as sharp or cutting objects, or those considered to be a security risk, or any illegal substance. This is without prejudice to the power to deny access to any Attendee who attempts to bring in any of the items detailed in the Indicative List of Items Not Permitted included in Section 6.2.
- Show signs of drunkenness or are using drugs or narcotic substances or show signs of having used them. Are in possession of or deal in drugs or other narcotics.
- Do not meet the conditions and/or requirements established on the grounds of age.

Non-admission or ejection from the Venue under the terms of this section will not result in a refund or reimbursement of the Ticket price. It may also result in the immediate confiscation of the Wristband (which will remain in the possession of the Organiser and cannot be reused).

6.4. CAPACITY

The Venues and the various areas within the same have a limited capacity and access will be denied when this limit is reached. Persons will only be allowed access to the Venue if the capacity is not full. Attendees with a Type of Ticket that allows access to a specific area within the Venue will only be allowed access if the capacity is not full. Consequently, the Organiser will in no case be liable for the inability of certain Attendees to access the Venue or a specific area within the Venue at any given time if it is full.

6.5. ACCESS OF ANIMALS TO THE VENUE

Animals are not allowed inside the Venue.

For people with special needs, please fill in this form.

7. PAYMENT SYSTEMS PERMITTED WITHIN THE VENUE: CASHLESS

The only payment system accepted within the Venue is the Cashless system (payment by wristband) operated by Idasfest. The use of this system necessarily implies the acceptance of the terms and conditions of this platform, which you will find <u>here</u>.

The use of such a system does not entail any cost for the Attendee (notwithstanding any bank charges that may be levied by your own financial institution).

The Wristbands that allow access to the Festival have a technological device that works as a coin purse and that will allow the Attendees (after topping up) to purchase products and services within the Festival. In this way, the payment by the Attendee for any drink, product or service within the Venue will be made by reading the chip on your wristband.

Attendees will be able to top up the credit on their wristbands and then use them to make payments inside the Venue, both before and during the Festival, using the Recharge Points. Further information can be found <u>here</u>.

Except at the Recharge Points, and at those other points where the possibility of using another means of payment is expressly stated, PAYMENT FOR ANY PRODUCT OR SERVICE WITHIN THE VENUE BY ANY METHOD OF PAYMENT OTHER THAN CASHLESS (including payment by cash, card, bizum or any other) IS NOT PERMITTED. Any Attendee who makes or attempts to make payment for goods or services within the Venue in contravention of this provision may be ejected from the Venue by security and control staff.

KEEP YOUR WRISTBAND AFTER THE FESTIVAL SO THAT YOU CAN REDEEM THE UNUSED BALANCE. Once the Festival is over, you will receive information with the procedure to follow and deadlines to recover the unused balance of your wristband. It is very important that you follow the steps indicated in order to recoup the unused balance of your wristband. We also inform you that:

- (i) The unconsumed balance cannot be refunded on the spot, but refunds will be processed at the end of the Festival, once the refund procedure has been initiated.
- (ii) IT IS THE ATTENDEE'S RESPONSIBILITY TO REQUEST REFUNDS of unused balances. Refunds will not be made unless previously requested.
- (iii) To request a refund you will need the CODE THAT APPEARS ON YOUR WRISTBAND.
- (iv) It is the Attendee's responsibility to provide all the information required to complete the refund of unconsumed balances in a timely manner.
- (v) Once a refund has been requested, it is NOT immediate. Both the Idasfest platform and the Organising Body will work to ensure that Attendees who have requested a refund of their unused balances receive them as soon as possible. However, this process may take time. For information purposes only, it is noted that the average time for processing refunds is approximately 10 working days from the date of request. This period may be altered for many reasons, including, but not limited to, when the information provided by the Attendee is incomplete or contains an error, in the case of non-Spanish bank accounts or cards, or in the case of any other incident, whether technical or of any other nature.
- (vi) The recovery of unused balances is free of charge for the Attendee (notwithstanding any bank charges that may be levied by the Attendee's own financial institution).
- (vii) Unconsumed balances will in no case be refunded in cash, but will be paid to the account/credit/debit card number provided by the Attendee.

Further information on the Cashless system can be found here.

8. FOOD AND BEVERAGE OUTLETS

In order to ensure the safety, hygiene and health of the Attendees (including food safety), no food or drink may be brought into the Venue.

The Venues will feature:

- (i) free drinking water points
- (ii) food and beverage outlets, with a wide culinary offer that is part of the Festival experience. The catering offer will include, alongside the omnivorous options, vegetarian, vegan and gluten-free options.

In accordance with current legislation, it is not permitted to leave the Venue with drinks.

For more information about food and drink at the Festival, click <u>here</u>, where you will also find the cup policy that we apply as part of our commitment to the environment.

9. CLOAKROOM

The Organising Body will provide a Cloakroom for the Attendees, where the Attendees will be able to leave their clothes UNDER THEIR EXCLUSIVE RESPONSIBILITY during each Festival Session.

When using the Cloakroom, you should bear the following in mind:

- The Cloakroom may not be used to leave garments between Festival Sessions.
- Use of the cloakroom is NOT free of charge (except for certain Ticket Types).
- The Organising Body IS UNDER NO CIRCUMSTANCES RESPONSIBLE for any garments left in the cloakroom (including theft, loss or damage).
- To collect items of clothing, the Attendee must go to the Cloakroom with the tag given to them by the Cloakroom staff when dropping them off. The cloakroom staff will only hand over to the Attendee the garments that are properly placed on the hangers associated with the tag.
- It is strictly forbidden for the Attendees to enter the Cloakroom.
- The Organising Body cannot guarantee availability to leave your clothes in the Cloakroom as space is limited.

At the end of each Festival Session, objects not collected by the Attendees will be treated as lost property. (more information available <u>here</u>).

For more information about the Cloakroom, click here, for the FAQ's, Is there a Cloakroom?

In the event that the Venue has Lockers available for the Attendees, these will be used under the sole responsibility of the Attendee, and the Organising Body will under no circumstances be responsible for the garments or objects deposited in the Lockers.

10. TRANSPORT AND PARKING

Travel to and from the Festival and parking of vehicles is at the risk and expense of the Ticket holder.

As part of our commitment to the planet and the environment, we advise and encourage the use of public transport.

Further information on transport and parking can be found on the following link.

11. CHANGES IN THE CONDITIONS OF THE FESTIVAL

The Festival, and each of the Festival Sessions, is made up of a variety of acts, events, performances and artists.

The Organiser will ensure that the proposed calendar of activities and performances, the line-up and the artist schedules are adhered to. However, any of these may be subject to change at any time and without prior notice, either due to the needs of the Festival itself or for reasons beyond the control of the Organiser.

To this end, the Organiser reserves the right to modify, suspend or alter any of the activities and performances shown on the Festival poster. In no event will such changes give rise to any right to a refund or reimbursement of the price of the Ticket purchased.

Wherever possible, changes before and during the Festival will be announced on the Organiser's website and social media and Festival APP.

12. CANCELLATIONS

Total Cancellation of a Festival Session

In the event of a total cancellation of a Festival Session, the following shall apply:

- (i) The Organising Body will notify the purchasers of the Tickets as soon as possible, it being the purchasers' responsibility to keep themselves informed as to whether the Festival has been postponed, rescheduled or cancelled, and if so, the new dates or Venues in which it will take place.
- (ii) Attendees will be refunded the price of the Ticket corresponding to the Festival Session that has been cancelled in its entirety. This refund will be partial in the case of Tickets that additionally give access to Festival Sessions that have not been cancelled, and it will be the Organising Body that will determine the part of the Ticket price that corresponds to the cancelled Festival Session, based on objective criteria. This refund does not include the administration fees charged by the online sales platform.
- (iii) In the event of rescheduling, the Organising Body may offer the purchaser the option to keep the Ticket for the rescheduled Festival Session.
- (iv) IT WILL BE THE RESPONSIBILITY OF THE TICKET HOLDER TO REQUEST THE REFUND, in the time and manner indicated by the Organising Body, and to provide all the information required by the Organising Body for this purpose.

Partial cancellations

Partial cancellation of a Festival Session will not entail the right to a refund (either total or partial) of the Ticket price. To this effect:

- (i) If the Festival Session is stopped or not completed for any reason, no refund will be available.
- (ii) If the start time of any of the Festival Sessions is delayed for any reason, no refund will be available.

Bad weather conditions and timetable changes within each Festival Session also do not warrant a refund or reimbursement (in whole or in part) of the Ticket price.

13. COVID-19 AND OTHER VIRUSES OR COMMUNICABLE DISEASES

The purchaser of a Ticket acknowledges the risks (known and potential) of the virus known as COVID-19, or other easily communicable viruses or diseases and understands that: (a) such risks increase with the proximity of other persons; (b) such risks cannot be completely eliminated within the Festival; (c) there is an inherent and high risk of exposure to COVID-19 (or other easily communicable viruses or diseases) in any public place or location where people are present; and (d) there is no guarantee (express or implied) that they will not be exposed to COVID-19 (or other communicable viruses or diseases) if they enter the Festival Venue.

The Organiser reserves the right (at its sole discretion) to introduce, vary or withdraw any measures in relation to the COVID-19 virus and any other easily communicable virus or disease, at any time (before or during the Festival), and in particular in response to the latest guidelines, recommendations or legislation of the competent authorities.

The Organiser reserves the right to refuse admission to (or eject from) the Venue to any person who refuses to comply with the measures applicable to the Festival relating to the COVID-19 virus or other easily communicable virus or disease.

14. RECORDINGS DURING THE FESTIVAL

BY THE ATTENDEES

The Attendees recognise and accept that the Organiser holds and is the owner of all intellectual, industrial and any other property rights, including image rights, derived, directly or indirectly, from the performances (artistic or otherwise) that take place on the occasion of the Festival, without territorial or temporal limitation, and without any limitation other than those stipulated in the current Intellectual Property Act.

The capture, fixation or recording of images or sounds for commercial purposes of any kind is strictly prohibited.

The Organiser may eject any person who fails to comply with the above obligation without this giving rise to any right to a refund of the Ticket fee.

BY THE ORGANISER (OR OTHER FESTIVAL PARTNERS)

Cameras (both still and video) and other professional image and sound recording systems may be used at the Venue.

By entering the Festival, you agree to be photographed, filmed or recorded, as well as to the distribution of such photographs, videos or recordings by any means, without territorial or time limitation. To this end, the Attendees expressly authorise, free of charge, the capture and recording of their image and/or voice during the Festival, and their subsequent dissemination by the Organiser or authorised third parties through any means of communication, expressly consenting to the promotional and/or commercial use of the images captured.

15. DATA PROTECTION

The Controller for your data is ADVANCED MUSIC, S.L. (whose details are listed in Section 1. FESTIVAL DETAILS)

The personal data provided at the time of purchasing a Ticket or as a user of the Website will be processed in accordance with the Privacy Policy and the regulations in force regarding the protection of personal data. In particular, the Organiser may process your data for the purposes of Ticket sales, as well as to inform you by any means about the services, products and promotions of the Organiser, unless you tell us otherwise.

If you have any queries or wish to exercise your rights, please contact us at the following email address: privacy@sonar.es

If you use the online ticketing platform (operated by Howler), you must read and accept their privacy policy.

16. ORGANISER'S LIABILITY AND LIMITATIONS

Attendance and access to the Festival is at the Attendee's own risk, and the Organiser is in no way responsible (except for legal non-compliance or gross negligence) for any loss, injury or damage (either direct or indirect) that may be suffered in the context of the Festival (inside or outside the Venue). In the case of minors, their supervisor/legal guardian will be responsible for deciding whether they should attend the Festival.

The total maximum liability of the Organiser will in no case exceed the amount of the Ticket purchased (excluding Handling Fees). The Organiser will not be responsible for any other expenses associated with attending the Festival (such as travel, accommodation or subsistence expenses), nor for the value of items which may be damaged, lost or stolen during the Festival.

If an Attendee or Ticket holder is denied access to the Venue (or ejected from the Venue) for any of the reasons set out in these Terms and Conditions, the Ticket (or Wristband, as applicable) purchased will become void without giving rise to any right to a refund or reimbursement of any amount (without prejudice to a request for a refund of unused cashless system balances).

17. WARNINGS AND RECOMMENDATIONS

By purchasing a Ticket and/or attending the Festival, you acknowledge and agree that:

- (i) Performances at the Festival may involve the of use strobe lights, laser lighting, pyrotechnics and/or smoke machines, which may be disturbing.
- (ii) The Festival stages are equipped with the loudspeakers that are used during the performances of the various Artists. Loud music can damage hearing.

- (iii) The Organiser ensures that the Venues are equipped with the necessary structures and measures to provide a safe environment. However, Attendees should take care when moving around inside the Venues as there may be poorly lit areas, or they may encounter wet floors (among other things).
- (iv) When ordering an alcoholic beverage within the Venue, staff may require you to show proof of age.
- (v) The Venue may have video surveillance cameras for health and safety and crime prevention purposes.

In the event of an emergency, the Attendee must follow the instructions and indications of the Organiser and, in particular, the Venue's security personnel.

18. ACCESSIBILITY, SPECIAL NEEDS, WELL-BEING AND SUSTAINABILITY

The Organising Body takes the needs of the people attending the Festival very seriously, and is working to make the Festival more accessible and less exclusive, year by year. Click <u>here</u> for any questions or needs related to Accessibility.

Likewise, the Organising Body looks after the wellbeing of all Attendees, employees, artists and speakers. You will find all the measures we have adopted and put at your disposal <u>here.</u>

Finally, the Organising Body is firmly committed to the planet and the environment, and as part of this commitment it is working on the implementation of measures aimed at improving the sustainability of the Festival, which can be consulted <u>here</u>.

19. CUSTOMER SERVICE AND COMPLAINTS

Information and incident management points are clearly marked throughout the Venue.

In order to make a complaint, the Attendee will be required to provide identification and prove their status as a Festival attendee.

COMPLAINT FORMS

The Organisers will make complaint forms available at the Venue. For further information on where to obtain these forms and how to use them, please contact the information desk at each venue.

ONLINE DISPUTE RESOLUTION PLATFORM

If you have purchased the ticket online (through the DICE platform) and in the event that it has not been possible to resolve an incident, please contact us using the following contact form we inform you that, in accordance with the provisions of Article 14.1 of Regulation 524/2013 of 21 May 2013 on online dispute resolution in consumer matters, you have the possibility to turn to an alternative dispute resolution body in consumer matters accessible at the following URL:

https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&Ing=ES

20. CHANGES

The Organiser reserves the right to amend these Terms and Conditions if deemed necessary. The Organiser will notify Ticket purchasers of any changes that may substantially or materially affect their rights as consumers and users.

If you have any questions about these Terms and Conditions or the Festival Conditions, you can contact us via de following form

21. LEGAL RESERVE

The Organiser reserves the right to take such civil and criminal legal action as it deems appropriate against the perpetrators of any attempt to defraud, intrusion and/or damage caused directly or indirectly to the Organiser.

22. JURISDICTION AND APPLICABLE LAW

These Terms and Conditions have been drawn up and must be read and interpreted in accordance with the laws of Spain applicable to the venue of the Festival.

The courts and tribunals of the city of Barcelona will hold jurisdiction to settle any type of conflict between the Organiser and the user, without prejudice to the rights of the consumer, who may file a claim with the courts in the jurisdiction of their domicile.