

## GENERAL TERMS AND CONDITIONS OF THE FESTIVAL

### 1. FESTIVAL DETAILS

**Festival:** ELROW VALENCIA XXL

**Date/Schedule:** Saturday 30 November 2024: from 15 p.m. to 1:30 a.m. on Sunday – last entry at 00:30 a.m.

*\*\*Schedules subject to change.*

**Organiser:**

ENTRETENIMIENTO MUSICAL IBERIA, S.L., Unipersonal, with registered office in Bilbao (48001) Bizkaia, Gran Vía de Don Diego López de Haro, 1, planta 8, registered in the Mercantile Registry of Bizkaia (Biscay), volume 6,211, folio 56, sheet number BI-81,268, entry 7, and holder of Tax Identification Number B-72,470,321.

e-mail: [info@elrowfamily.com](mailto:info@elrowfamily.com)

**Venue:** Marina Sur (Valencia, España)

**Authorised Sales Channels:**

- Ticketing platform: [Enterticket](#)

*\*This Authorised Sales Channel (excluding the physical ticket sales) is operated by third parties, and therefore the sales process is governed by its terms and conditions.*

*\*\*The purchase of a Ticket through an Authorised Sales Channel (excluding the physical ticket sales) is subject to a Handling Fee which must be paid at the time of purchasing your Ticket (11% of the Ticket price).*

*\*\*\*The purchased Ticket will only be available for download 24 hours before the Festival date. For incidents with your tickets you can go here: <https://www.enterticket.es/info/contact>*

*\*\*\*\*If you buy several tickets, you will be able to assign each ticket to its user free of charge (first assignment). After this first assignment, if it is necessary to reassign or transfer the same ticket, each additional change to the first assignment will entail a management cost of 2 euros to be paid when requesting the change.*

- Sale at the Venue's ticket offices (subject to availability of tickets). The Organiser does not guarantee the availability of tickets for sale at the Venue's ticket offices.

**Means of payment accepted at the Venue:**

- Cashless recharge points: card and cash (minimum 10 euros and you can only top up multiples of 5 euros).
- Merchandising points of sale: cashless and card.
- VIP tables: card, cash and bank transfer.
- Lockers: online pre-purchase and card.
- Cloakroom: cashless.
- Bars or any other goods or services within the Venue, other than the foregoing: **CASHLESS ONLY.**

**Cashless**

- Cashless service provider: IDASFEST
- Pre-charges (before the Festival): Online via the platform provided by the cashless provider. The pre-charge system will be available 30 to 15 days before the Festival. The purchaser of a Ticket will receive an email con pre-charges are enabled. If you pre-charge your Wristband, when you exchange your Ticket for access to the Festival, you will receive your Wristband with the pre-loaded balance.
- During the Festival: at the Recharge Points located inside the Venue.
- Cost: the use of the Cashless system does not involve any cost for the Attendee, except for the fee of TWO (2) EUROS for the recovery of unused balances.

**Reusable cup policy:**

As part of our commitment to sustainability and the environment, the Festival has implemented a reusable cup policy. When the Attendee ask for his/her first drink, he/she must buy a reusable cup for a fee of TWO (2) EUROS (the cup must be kept for the whole duration of the Festival). If lost, a new one must be purchased.

The reusable cup is not returnable at the end of the Festival. When leaving the Festival, if you do not wish to keep the cup, you can deposit it in the recycling containers.

**Accessibility:** for any questions related to accessibility please write to us at [info@elrowfamily.com](mailto:info@elrowfamily.com)

**Web:** [www.elrow.com](http://www.elrow.com)

**2. ACCEPTANCE OF TERMS AND CONDITIONS**

These GENERAL TERMS AND CONDITIONS OF THE FESTIVAL (hereinafter the **Terms and Conditions**) apply to the Festival.

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.

- For any questions regarding the personal data you provide as a user of our Web or during the purchase process, please visit the Privacy Policy that you will find on the Web.
- The use of our Web confers upon you, from the moment you access it, the condition of user and implies your acceptance of the provisions contained in the Legal Notice and Website Terms of Use that you will find on the Web.

**3. DEFINITIONS**

The definitions that apply to these Terms and Conditions are set out below for our convenience:

**Attendee:** The person who, having purchased a Ticket through the Authorised Sales Channel, attends the Festival.

**Authorised Sales Channel:** The sales channel(s) through which you may purchase Tickets for the Festival are EXCLUSIVELY those listed in Section “1. FESTIVAL DETAILS”.

**Cashless:** Wristband payment system.

**Conditions of Access:** The conditions for entry and stay at the Festival are detailed in Section “6.4. RIGHT OF ADMISSION”.

**Conditions of the Festival:** Information about the Festival is available on the Website and includes a general description of the Festival (map of the Venue, opening hours, accessibility and other relevant data and information about the Festival). Information will be updated as the Festival approaches.

**Organiser:** The promoter and organiser of the Festival, whose details appear in the section “1. FESTIVAL DETAILS”.

**Ticket:** The ticket purchased through an Authorised Sales Channel to gain access to the Festival.

**Festival:** The festival identified in Section “1. FESTIVAL DETAILS”.

**Administration Fees:** The amount charged to the purchaser of a Ticket at the time of purchase through the Authorised Sales Channels, which is 11% of the price of each Ticket for Tickets purchased in the ticketing system managed by the Organiser.

**Ticket Types:** The different types of Tickets available to access the Festival.

**Wristband:** The Wristband that each Attendee must obtain at the entrance to the Festival (by exchanging their Ticket). The Wristband contains a device that acts as a wallet and allows you to pay using the Cashless system.

**Recharging Points:** The points located inside the Venue where the Attendees can recharge their Wristbands (Cashless system).

**Venue:** the site of the Festival, the address of which can be found in Section “1. FESTIVAL DETAILS”.

**Terms and Conditions:** These GENERAL TERMS AND CONDITIONS OF THE FESTIVAL.

**Website:** The website containing the Terms and Conditions of the Festival, the link to which you will find in Section “1. FESTIVAL DETAILS”.

## **4. TICKET AND WRISTBAND**

All Tickets and Wristbands remain the property of the Organiser.

### **4.1. TICKETS**

#### **4.1.1. TYPES OF TICKETS**

In the Authorised Sales Channel you will find the different Types of Tickets for the Festival.

Not all Ticket Types are offered for sale at the same time and therefore this information may vary depending on when you access the Authorised Sales Channel.

**IMPORTANT INFORMATION:** Each Type of Ticket will specify the additional features to which it entitles you in addition to access to the Festival itself (e.g. fast-track access to the Venue, access to VIP platforms, access to VIP areas, or backstage access, etc.).

It is very important that you carefully read the information provided on the Website and in the Authorised Sales Channel 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 CHANNEL

Only Tickets purchased through one Authorised Sales Channel will be valid.

IMPORTANT: The Organiser is NOT responsible for Tickets purchased through any channel other than the Authorised Sales Channels (including through resale outside of the ticketing system managed by the Organiser).

#### 4.1.3. RESALE AND/OR PROMOTIONAL USE

Tickets are for personal use only. Once purchased, Tickets may be assigned free of charge to the end user only once through the means enabled on the ticketing platform itself. Subsequent assignments or transfers will have a cost of 2 EUROS.

Ticket resale is only allowed through the Authorized Sales Channels (in case this option is enabled for the Event). Any other form of resale is prohibited and may result in the Ticket being cancelled without refund or compensation and/or the Ticket holder 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. CANCELLATIONS, CHANGES OR REFUNDS

Once you have purchased your Ticket, no changes or refunds will be accepted, except in the cases provided for in Section "13. CANCELLATIONS".

The modification or return of a Ticket does NOT entail a refund of the Administration Fee.

The purchaser of a Ticket does not have the right to cancel 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. COUNTERFEIT TICKETS

The Organiser has implemented technical procedures capable of detecting any duplicate or counterfeit tickets. The Organiser has the right to refuse access to the Venue to the Ticket Holder in the event that an anomaly is detected in the Ticket. The discovery of any fraudulent use of the Ticket will be prosecuted in accordance with current legislation.

Any Ticket sold, transferred, used or assigned in contravention of these Terms and Conditions may be void and any person attempting to use or using such Ticket may be refused entry to or ejected from the Venue (without refund or compensation).

#### 4.1.6. TICKET INCIDENTS

In the event of any incident with your ticket, please contact:

- Incidents relating to the purchase, download or transfer of the Ticket to the end user (prior to the start

of the Festival): please contact the Authorized Sales Channel through which you purchased your Ticket.

- the e-mail of the Organiser indicated in Section “1. FESTIVAL DETAILS”.
- Incidents once the Festival has started: in addition, you will find an incident management point at the Venue, located next to the access lanes to the Festival.

## 4.2. WRISTBANDS

### 4.2.1. OBTAINING THE WRISTBAND AT THE FESTIVAL ACCESS POINTS

In order to go gain access to the Festival Venue you must exchange your Ticket for a Wristband at the Festival entrance lanes.

You will need to present your Ticket to the access control staff in one of the following formats:

- (i) e-ticket (electronic pdf) via your mobile device: In this case it will be your responsibility to ensure that mobile device is operational and has downloaded the Ticket.
- (ii) Printed on paper: In this case it is your responsibility to keep the Ticket in good condition, and with the QR code contained within it visible and readable by the Ticket scanning systems.

For security reasons, photos displayed on a mobile device of a ticket previously printed on paper will not be accepted.

Tickets that have been tampered with, are broken, show signs of forgery or have any other anomalies will not be accepted.

### 4.2.2. WEARING, STORAGE AND USE OF THE WRISTBAND

The wristband will NOT be hand-delivered, but will be placed on the Attendee by the access control staff. For this reason, each Attendee must personally collect a wristband at the access lanes, and Wristbands cannot be collected for other people.

There is only one Wristband per Ticket. Once you have exchanged your Ticket, you must keep your Wristband (which will be placed on you in the access lane) for all the Festival.

It is forbidden to tamper with or exchange Wristbands.

The Wristband is the only valid element that entitles the Attendee to access and stay in the Venue.

The Organiser accepts no responsibility for the breakage, loss or mishandling of the Wristband, and it is the responsibility of the Attendee to keep the Wristband in safe custody at all times, as the loss, mishandling or breakage of the Wristband will make it impossible to access or stay in the Venue.

It is the Attendee’s responsibility to check that the Wristband is perfectly closed at the moment it is placed on them, as a broken or tampered Wristband will not be exchanged or replaced under any circumstances.

**IT IS VERY IMPORTANT THAT YOU KEEP YOUR WRISTBAND DURING AND AFTER THE FESTIVAL. DON’T THROW YOUR WRISTBAND AWAY WHEN YOU LEAVE THE FESTIVAL - YOU WILL NEED IT TO RECOVER THE UNUSED BALANCE OF YOUR CASHLESS WALLET - SEE SECTION “7. PAYMENT SYSTEMS ACCEPTED AT THE VENUE”.**

### 4.2.3. INCIDENTS WITH WRISTBANDS

If you have any problem with your Wristband, you must go to the cashless incident desk inside the venue.

## **5. AGE FOR ADMISSION TO THE FESTIVAL**

The minimum age for admission to the Festival is 18. Minors will not be admitted.

The Organiser reserves the right to ask the Attendee to produce a national identity card, passport or equivalent official document proving their age, both at the points of access to the Venue and later on inside the Venue.

Any failure to comply with the age restrictions may result in the Ticket holder or user being refused access to or remaining in the Venue without any refund or compensation.

## **6. ACCESS TO THE VENUE AND RIGHT OF ADMISSION**

### **6.1. WRISTBAND MUST BE IN PLACE 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.

### **6.2. 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 35x20x12 cm or with a capacity of more than 10 litres.
- Professional cameras or other professional audio-visual recording equipment.
- Food and/or beverages. Food or beverage containers (such as Tupperware, hip flasks/water bottles or other flasks) are not allowed. See Section "9. 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 in Section “1. FESTIVAL DETAILS”.
- 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 35x20x12 and maximum capacity 10 litres).
- Caps, sunglasses, paper fans and sunscreen (maximum 50ml bottles).
- Tobacco/Electronic cigarettes - maximum 2 vapers per person - . These can only be used in outdoor areas.
- Vehicles required for the accessibility of persons with reduced mobility (provided that you have previously contacted the Organizing Entity through the contact email indicated in Section “1. FESTIVAL DETAILS” and have followed the instructions of the Organiser).

### **6.3. 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.

- 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.
- Climbing on (or standing on) the shoulders of another Attendee.
- 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.
- 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".

#### **6.4. RIGHT OF ADMISSION**

The Organiser reserves the right to refuse admission.

Admission to and remaining at the Festival Venue 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 (a) 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), (b) annoys other Attendees or people inside the Venue or (c) obstructs the normal running of the Festival.
- 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).

## **6.5. CAPACITY**

The Venue and the various areas within it have a limited capacity, which will be monitored by Festival staff 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.

## **6.6. RE-ENTRY**

FOR SECURITY REASONS, IT IS GENERALLY FORBIDDEN TO LEAVE THE VENUE TEMPORARILY DURING THE FESTIVAL. WHEN THE ATTENDEE LEAVES THE VENUE, THE ATTENDEE WILL NOT BE ABLE TO RE-ENTER.

## **6.7. ACCESS OF ANIMALS TO THE VENUE**

In general, animals are not allowed in the venue. For people with special needs, please fill in the form in Section "1. FESTIVAL DETAILS".

## **7. PAYMENT SYSTEMS ACCEPTED AT THE VENUE**

The only payment systems accepted at the Venue are those listed in Section "1. FESTIVAL DETAILS".

**PAYMENT FOR ANY GOODS OR SERVICES WITHIN THE VENUE BY ANY METHOD OF PAYMENT OTHER THAN THOSE LISTED IN SECTION "1. FESTIVAL DETAILS" IS NOT PERMITTED.**

The security and control staff may eject from the Venue any Attendee who makes or attempts to make payment for any goods or service within the Venue in contravention of this clause.

## **8. CASHLESS**

The Cashless (wristband payment) system at the Venue is operated by a third party. The use of such system necessarily implies acceptance of the terms and conditions of the platform.

The Wristbands that allow access to the Festival are equipped with a technological device that acts as a wallet and allows Attendees (after recharging) to purchase products and services within the Festival. In this way, payment by the Attendee for food and beverages, products or services within the Venue will be made by reading the chip on their Wristband (except at those points where payment by card or cash is permitted, as indicated in Section "1. FESTIVAL DETAILS").

The use of the Cashless system does not entail any cost for the Attendee, without prejudice to

- The fee for the recovery of the unused balance.
- Bank charges that may be levied by your own bank.

The systems for topping up the balance of the Wristbands are those indicated in the section "1. FESTIVAL DETAILS".

**KEEP YOUR WRISTBAND AT THE END OF THE FESTIVAL IN ORDER TO RECOVER THE UNUSED BALANCE:** Once the Festival is over, you will receive information on the procedure and deadlines for recovering the unused balance on your Wristband. It is very important that you follow the steps to recover this balance. We would also like to inform you that:

- The unused balance will not be refunded immediately. Refunds will be processed at the end of the Festival, once the refund procedure has been initiated, and within approximately 15 working days from the end of the period allowed for requesting refunds.
- **IT IS THE ATTENDEE'S RESPONSIBILITY TO REQUEST REFUNDS** of unused balances. No refunds will be made unless previously requested.
- To request a refund, you will need the **CODE THAT APPEARS ON YOUR WRISTBAND**.
- It is the Attendee's responsibility to provide all the information necessary to process the refund of unused balances in a timely manner.
- If a refund is requested, it will **NOT** be immediate. Both the cashless operator and the Organiser will work to ensure that Attendees who have requested a refund of their unused balances receive it as soon as possible. However, this process may take some time. For information purposes only, the average processing time for refunds is approximately 15 working days from the close of the application period.

This period may vary for many reasons, including if the information provided in the request 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.

- THE RECOVERY OF UNCONSUMED BALANCES HAS A COST for the Attendee, which will be deducted from the balance to be refunded (without prejudice to any bank fees levied by their own financial institution).
- Any unused balances will not be refunded in cash but will be credited to the account/credit/debit card number provided by the Attendee.

## **9. FOOD AND BEVERAGE OUTLETS**

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

The Venue will provide

- (i) free drinking water points.
- (ii) food and beverage outlets offering a wide range of food and drink as part of the Festival experience. In addition to the omnivorous options, the catering will include vegetarian, vegan and gluten-free options.

## **10. LOCKERS AND CLOAKROOM**

If the Organiser provides a Cloakroom or Lockers within the Venue for Attendees to leave their clothes during the Festival, the following will apply UNDER THEIR EXCLUSIVE RESPONSIBILITY:

- Use of the Cloakroom or Lockers is NOT free. Attendees must pay the appropriate fee each time they wish to use them.
- The Organiser WILL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCE (including theft, loss or damage) for the clothing left by Attendees in the Cloakroom or Lockers.
- To collect their clothing,
  - In the case of the Cloakroom: the Attendee must go to the cloakroom with the identifier given by the cloakroom staff when they left their clothes there. The cloakroom staff will only hand over garments that are properly placed on the hangers associated with the identifier. It is strictly forbidden for Attendees to enter the Cloakroom. If the Attendee removes an item from the Cloakroom, the fee must be paid again to return it.
  - In the case of Lockers: the Attendee will only be able to open the Locker with the token or code provided at the time of storing their clothes.
- The Organiser does not guarantee that the Cloakroom or Lockers will be available for you to leave your clothes.

At the end of the Festival, any items that have not been collected by Attendees will be treated as lost property (for further information, please contact the information point located inside the Venue).

## **11. 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 Festival website.

## **12. CHANGES IN THE CONDITIONS OF THE FESTIVAL**

The Festival is made up of a variety of artists and performances.

The Organiser will ensure that the proposed line-up and 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.

## **13. CANCELLATIONS**

### Total Cancellation of the Festival

In the event of a total cancellation of the Festival the following will apply:

- (i) The Organiser will notify Ticket purchasers as soon as possible and it is the purchasers' responsibility to find out whether the Festival has been postponed, rescheduled or cancelled and, if so, the new dates or Venue where the Festival will take place.
- (ii) Attendees will be refunded the price of the Ticket.  
Under no circumstances will administrative costs be refunded.
- (iii) In the case of rescheduling, the Organiser may offer the purchaser the option of retaining the Ticket for the rescheduled Festival.
- (iv) IT IS THE RESPONSIBILITY OF THE TICKET PURCHASER TO REQUEST THE REFUND, in the time and manner indicated by the Organiser, and to provide all the information required by the Organiser to do so.

### Partial cancellations

If it is necessary to suspend or partially cancel the Festival due to (i) unforeseen circumstances (ii) force majeure and/or (iii) reasons of any other nature which are beyond the control of the Organiser and which recommend cancellation (such as reasons of security, weather warnings, prudence and/or risk to third parties), no refund will be made. The above applies:

- (i) If the Festival is interrupted or is not completed after it has started.
- (ii) If the start time of the Festival is delayed.

In addition, adverse weather conditions and changes to the schedule within the Festival will not entitle you to a refund or reimbursement (in whole or in part) of the Ticket price.

#### **14. 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.

#### **15. 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.

#### **16. DATA PROTECTION**

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 that you will find in the Web 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 e-mail address indicated in Section "1. FESTIVAL DETAILS".

When using a ticketing platform operated by a third party, you must read and accept their privacy policy.

## **17. 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).

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).

## **18. WARNINGS AND RECOMMENDATIONS**

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

- Performances at the Festival may involve the use of strobe lights, laser lighting, pyrotechnics and/or smoke machines, which may be disturbing.
- The Festival stages are equipped with the loudspeakers that are used during the performances of the various Artists. Loud music can damage hearing.
- The Organiser ensures that the Venue is equipped with the necessary structures and measures to provide a safe environment. However, Attendees should take care when moving around inside the venue as there may be poorly lit areas, or they may encounter wet floors (among other things).
- 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.

## **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 at the information desk of the Venue.

#### **ONLINE DISPUTE RESOLUTION PLATFORM**

If you have purchased an online Ticket and you have not been able to resolve your issue through the channels made available by the sales platforms or through the contract e-mail indicated in Section "1. FESTIVAL DETAILS", 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&lng=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 at by sending an email to the contact e-mail indicated in Section "1. FESTIVAL DETAILS"

#### **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 Bilbao 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.