

CAMPAIGN REGULATIONS
PRE-ORDER TICKET TO "NEVERSEA" FESTIVAL, 2023 edition

I. PREAMBLE

The "Pre-Order a ticket to the Neversea Festival, 2023 edition" campaign (hereinafter "the Festival") is organized by the company NEVERSEA S.R.L., a Romanian legal entity, with headquarters in Cluj-Napoca, Eremia Grigorescu str., no. 122A, Jud. Cluj, registered at the Trade Register under no. J12/183/2017, C.U.I. RO 3694434, and applies to persons (hereinafter named "Client") who:

- have a valid account on the "Extasy" app or Extasy Website;
- pay one euro for each pre-ordered Pass, at a special price from our Partner - Extasy Application or from the website www.extasy.com, online, with a bank card;

At the time of entering the campaign, you accept sole responsibility for deciding whether your participation is legal under any jurisdiction applicable to you. By entering the campaign, you agree with these Regulations and with the fact that the Organizer's decisions are final and binding regarding the Campaign.

Online payment with a bank card is the simplest and fastest payment method, which is why Customers who hold a credit or debit card of any kind (for example: VISA, Mastercard) can purchase a limited number of Passes to Neversea Festival, put up for sale by the Organizer, and payment to be made by debiting the account, at the term(s) mentioned in the Regulations.

These Regulations contain the provisions that each Client undertakes to comply with and with which he/she declares that he/she agrees.

The Regulation is available free of charge to any Customer in the Extasy Application and on the www.extasy.com website.

II. RIGHT TO PARTICIPATE

Any individual, resident in Romania, with full exercise capacity, who purchases products that are listed in the campaign, inside the period mentioned below and within the limit of the Organizer's available stock, can participate in this campaign.

III. CONTEST PERIOD AND LOCATION

The campaign takes place in the Extasy Application and on the website www.extasy.com, between 27.10.2022 - 21.11.2022.

IV. INFORMATION REGARDING THE PRODUCTS INVOLVED IN THE CAMPAIGN AND THE CAMPAIGN MECHANISM

Any individual who pays one euro and makes a pre-order for one of the subscriptions to participate in the Festival, can enjoy a special subscription price.

The Passes that can be purchased as a result of paying the amount of one euro, as the pre-order price, are:

1.General Access standard Pass - guarantees the Customer access to the Festival for the entire period of its duration, starting from the first day until the end of the Festival

2. General Access Risk-free Pass - guarantees the Customer access to the Festival for the entire duration of the Festival, the purchased tickets can be returned up to 14 days before the festival, according to the Terms and Conditions established by the Organizer.

3.V.I.P Pass - guarantees the Customer access to the Festival for the entire period of its duration, starting from the first day until the end of the Festival. VIP membership holders have access to a specially designed bar area with Premium drink options. Access to the Festival for VIP season ticket holders is through a special entrance.

The VIP product is dedicated only to people over 18 years old.

Each person can pre-order a **maximum of 4 Passes**, of any type, in exchange for paying the price of one euro for each individual Pass.

After making the pre-order, each person will receive an email confirming the pre-order, as well as the receipt of the price related to the pre-order.

The Extasy Company will try to charge the card with the price of the pre-ordered Pass/Passes in several stages, starting on 22.11.2022, to guarantee the completion of your pre-order. Thus, the first charging stage will take place on 22.11.2022, at 11:00, 13:00 and 17:00. If the first debit attempt fails, the second attempt takes place on 25.11.2022 at 11:00. If this last attempt also failed, there is one last debit attempt on 29.11.2022 at 11:00.

By pre-ordering the Pass/Passes and paying the amount of 1 euro related to each pre-ordered Pass, you agree to the automatic debiting of your account with the price of the pre-ordered Pass/Passes, from your card, with which you registered in the Extasy Application or on the website at www.extasy.com.

Delivery of the pre-ordered and paid Passe(s) will be done online, to the Customer's email address.

The special prices of the pre-ordered Passes are:

1. General Access Basic Pass - 79 euros + taxes/396 lei + taxes;
2. General Access Risk-Free Pass - 99 euros + taxes / 495 lei + taxes;
3. V.I.P Pass - 209 euros + taxes / 1045 lei + taxes;

To the extent of the impossibility of withdrawal of the amounts related to the pre-ordered subscriptions from the Customer's card, the amount of 1 euro will remain in the campaign Organizer's account, and the Pass/Passes will not be considered as valid/purchased.

The Customer's withdrawal from the Campaign can be done until 21.11.2022, by sending an e-mail to the following address: support@extasy.com.

V. GENERAL CONDITIONS

The organizer reserves the right, at its absolute discretion, to disqualify any person who falsifies the registration procedure or operation of the Campaign, who violates these Regulations, who acts in an unethical or disruptive manner or who is determined to act with the intention to disturb, abuse, threaten or harass any person. The use, in any way, of fraudulent registration methods in the Campaign, will attract the cancellation of all registrations through these methods, and the people who use these methods will be disqualified. If, for any reason, this Campaign cannot take place as planned due to causes beyond the control of the Organizer/Extasy, fraud, technical problems, or any other causes that, in the opinion of the Organizer/Extasy, corrupt or affect the administration, security, fairness, the integrity or proper development of the Campaign, the Organizer reserves the right to cancel, terminate, modify or suspend the Campaign. In the event that the Campaign ends due to force majeure, fraud or technical difficulties before the end of the Campaign Period, an official announcement will be made.

VI. LIMITATION OF LIABILITY

In no event will the Organizer be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages, resulting from your participation in this Campaign. Without limiting the above, the products and services offered by the Organizer, including this Campaign, are offered "as is", without additional guarantees, explicit or implicit, compared to those that the Organizer is obliged to grant according to the legislation in force.

VII. LEGISLATION AND DISPUTES

This Regulation is governed by Romanian legislation. If one of the clauses is declared void, the other clauses will not be affected and will continue to be valid and applicable in accordance with Romanian legislation. Any dispute arising from these Regulations will be resolved by the competent courts at the Organizer's headquarters.

VIII. FORCE MAJEURE

Force majeure is any event that cannot be controlled, remedied or foreseen by the Organizer, including the Organizer's impossibility, for reasons beyond its control and the occurrence of which determines its inability to fulfill its obligations under these Regulations. If the above situation occurs or there is another force majeure situation that prevents or delays the execution of the Regulation or the continuation of the Campaign, the Organizer will be exempted from the responsibility regarding the fulfillment of the obligations during the period in which the fulfillment of the obligations will be prevented or delayed according to the law.

IX. TERMINATION OF THE CAMPAIGN

This Campaign may cease in the event of a force majeure event or in the event of a change in the legislative framework so that the organization and development of the Campaign will require an increase in the budget allocated to this project.

X. LEGAL BASIS

This Regulation is in accordance with the provisions of the national legislation regarding the sale of products and services, respectively Government Ordinance no. 99/2000 and the legislation regarding the protection of natural persons in relation to the processing of personal data and the free movement of such data. Complaints regarding the products or services involved in the Campaign after the completion of the Campaign in accordance with these Regulations will not be taken into account and will not represent the Organizer's responsibility. In case of attempted or fraudulent use of the Campaign system, abuse or any facts that affect the Organizer's image, the Organizer reserves the right to take all necessary measures to remedy the situation. The Organizer will take all the necessary measures to run the Campaign under normal conditions according to the above, but does not assume responsibility for complaints, appeals of the participants that do not concern the violation of the legal framework in force.

ORGANIZER
NEVERSEA SRL