

## Terms & Conditions for the Cashless System

### Definitions

|                                       |   |
|---------------------------------------|---|
| “Cashless” or “Cashless System”       | An RFID based electronic payment system which substitutes cash (TBD) at the Organizer’s Events.   |
| “Cashless Wristband” or “Wristband”   | A wearable wristband that contains an RFID chip that allows for convenient and secure Cashless payments to any Turnè Srl event vendor via a virtual wallet that can be topped-up at the dedicated Top-up stations and a mean of authentication between different types of Ticket Holders. |
| “Cashless Platform” or “The Platform” | An app that allows the Customer to manage the Wristband.  |
| “Organizer”                           | Turnè Srl   |
| “Provider”                            | Aion Lab Srl  |
| “Ticket Holder” or “Customer”         | Any person that bought a ticket and/or topped up a Cashless Wristband   |
| “Event”                               | Any event organized by Turnè Srl  |
| “Credits” or “Virtual Credits”        | Credits obtained in exchange for Euro on a 1-to-1 ratio.  |
| “Bonus Credits”                       | Credits awarded by the Organizer that are not refundable, usually during promotional campaigns. Eg. If you Top-up 100€ you receive 100 Virtual Credits and 5 Bonus Credits. Bonus Credits have the same nominal value as the Virtual Credits.   |
| “Account” or “Cashless Account”       | An account registered on the Cashless Platform  |
| “Top-up”                              | The act of exchanging money with Virtual Credits at Top-up stations or online on the Festival’s app   |
| “Top-up station”                      | A place at the Event where the Customer can do a Top-up or obtain Assistance  |
| “Vendor station”                      | A place at the Event where Virtual Credits and Tokens can be spent.   |
| “Refund”                              | The act of exchanging Virtual Credits for Euro on a 1-to-1 ratio. The Refund is requested and processed post-event.   |
| “Staff”                               | Personnel employed by the Organizer   |
| “Operator”                            | Personnel employed by the Organizer that operates on the Cashless System.   |
| “Access Ticket”                       | A title that allows the Customer to access the Event.   |

### 1. USE AND SCOPE

The Cashless Wristband allows for convenient and secure Cashless payments to any Turnè Srl event vendor via a virtual wallet that can be topped-up at the dedicated Top-up stations.

The Wristband is personal, is associated with a nominal Access Ticket and must not be exchanged with others. If the bearer of the Wristband is not the Ticket Holder, the Wristband will be voided by Operators to forbid the purchase and authentication features.

#### 1.1 ACQUISITION

The Cashless Wristband is handed over by the Staff once the Customer successfully goes through all the entrance checks and after the Ticket is scanned successfully.

## **1.2 REGISTRATION**

Registering the Wristband on Viva! app or web platform allows the Customer to do online top-ups, credit balance viewing, purchases and access to promotions at the Organizer's discretion.

## **1.3 LINKING**

Upon registering, the Customer must link the Cashless Wristband to the Account in order to manage all the services available.

## **2. FEATURES**

### **2.1 Top-up**

#### **2.1.1 Online:**

Done online (app or web platform) the online Top-up allows the Customer to buy Virtual Credits ahead of the Event. The Credits will be tied to the ticket barcode and will be transferred to the Wristband at the Event entrance. The Organizer and the Provider are not responsible for any loss of funds that may arise from ticket mishandling and exchanging

#### **2.1.2 Onsite**

At the dedicated Top-up stations, the Customer chooses the quantity of Credits according to the price list and pays the corresponding amount in Euros (via cash, credit card, debit card or other means of payment) to the Operator that upon successful payment confirmation, transfers the equivalent amount to the Wristband.

### **2.2 Purchase**

The Customer can purchase any goods available at the Vendor stations using the Wristband if enough Credits are available. Exception is made for Underage Customers that are forbidden to buy alcohol products.

### **2.3 Refund**

As described in section 1.3, the Customer must link the Wristband to the Account on the Platform in order to be able to request the refunds of the left-over credit.

### **2.4 Authentication**

The Cashless Wristband can be used as a mean of authentication to provide the Customer access to the Event and to certain areas inside (VIP Areas, VIP Lounge, Stage, etc).

## **3. VALIDITY**

The Cashless Wristband will be valid for 7 days from the first top-up. Unless it is linked to an account before the expiration date as described in section 1.3, the Credits will be terminated.

## **4. REFUND**

The customer can request a refund by registering their data on a form that will be on the website [www.vivafestival.it](http://www.vivafestival.it) from 11 to 31 August 2022. If the information provided is incorrect, the Organizer and the Provider are not responsible for any loss of funds.

Refunds are issued through a bank transfer with a processing fee of €2. If the available funds are less than the processing fee, the refund will not be processed.

A refund can take up to 30 days from the date of the refund request in order to be delivered. Bonus Credits are not eligible for a refund.

## **5. CHANGES TO THESE TERMS & CONDITIONS**

The Organizer reserves the right to modify the Terms & Conditions by notifying registered users by e-mail or SMS at least 10 days before the change is due to take effect.

Up-to-date version of the Cashless Terms and Conditions will always be available on our site at [www.vivafestival.it/cashless](http://www.vivafestival.it/cashless).

## **6. LOSS/THEFT**

In case of loss, the responsibility lies with the Customer: any changes to the credit balance incurred between the loss and the replacement of the Wristband will not be the responsibility of the Organizer or the Provider.

In the eventuality of the Wristband being misplaced at the Event, the Customer must refer the 14 digit UID number (found on the back of the Wristband) to a member of the Staff at the Info Points in order to receive a new Wristband with the previous balance.

In the eventuality of the Wristband being misplaced after the Event, the customer must contact the Organizer with the contact form available at [www.vivafestival.it/cashless](http://www.vivafestival.it/cashless).

## **7. LIABILITIES AND LIMITATIONS THEREOF**

The Organizer retains the right to restrict access to the credit on the Wristband, temporarily or permanently, should suspicious activity in connection with the Wristband be noticed, and will notify the Customer if so. The Organizer has no liability for restricting access to the Wristband because of suspicious activity.

Access will be reinstated if it is determined that there has been no unauthorized use of the Wristband. If the Organizer does not complete a transfer from the Wristband in the correct amount (other than for restrictions because of suspicious activity), it will be liable for the difference between the transferred amount and the correct amount.

The Organizer will not be liable:

- a. For any loss of funds caused by the loss of the Wristband;
- b. For any loss of funds caused by the Customer's failure to register to the Platform and link the Wristband;
- c. If the Wristband is voided due to the fact that the Wristband bearer is not the Ticket Holder of the associated ticket.
- d. If the Wristband has expired, or is damaged or revoked;
- e. If circumstances of force majeure beyond Organizer's control prevent a transaction
- f. The customer does not have enough money available on the Wristband to make a purchase;

## **8. JURISDICTION**

Any dispute arising from the use of the Cashless Wristband or resulting from the application of the above Terms and Conditions will be subject to the exclusive jurisdiction of the Court of Bari.