

OPEN AIR BLUES FESTIVAL BREZOI 2021 REGULATION

Festival	Organizer	Location	Date
Open Air Blues Festival Brezoi	ABY STAGE EVENTS In partnership with UAT BREZOI CITY MENTOR ROCK FOUNDATION	Brezoi Central Park	20 rd - 25 th of July 2021

1. GENERAL PROVISIONS

This Regulation (the "Regulation") applies to the organization and conduct of Open Air Blues Festival Brezoi Festival - 2021 Edition (hereinafter the "Festival") and contains the provisions that each participant of the Festival undertakes to comply with.

By purchasing a ticket or by participating in the Festival, the Attendant states that he has read, understood and undertakes to comply with the Regulations.

The festival takes place in the specially arranged perimeter of the Central Park, Brezoi ("Location"). The location also includes a camping area for the installation of tents / caravans by the Attendants. The regulation can be accessed online at: <https://www.brezoiblues.ro/rules> and will be displayed in printed format in the access area of the Festival.

The Organizer reserves the right to unilaterally amend these Regulations at any time, without prior notice to Participants and/or ticket holders and without any right of compensation for them and/or other third parties. Unless otherwise provided therein, the amended Regulation/ amendments to the Regulation, shall enter into force on the date of publication on the Website. The organizer states, to avoid any doubt, that the Regulations may be amended even after the purchase of the Ticket, and even immediately before the start of the Festival or during the Festival.

The Organizer recommends to the Attendants and the holders of camping tickets to periodically monitor the possible modifications of the present Regulation, the Attendants and the holders of camping tickets being exclusively responsible for their monitoring.

2. DEFINITIONS:

During their use in this document, the terms defined have the agreed meaning, unless otherwise defined in this document:

2.1. **Ticket:** a certificate issued in any form (on paper or in electronic form), one-day ticket, general access pass or invitation attesting the attendant quality in the Festival. By purchasing Tickets, buyers undertake to comply with these Regulations, the rules of access to the Festival as well as, in general, any other rules of attendance that are brought to their attention by various means, including through the Festival Website.

2.2. **Organizer:** ABY STAGE EVENTS, UNIQUE REGISTRATION CODE RO37702624, registered at the Trade Register under no. J38/582/2017, headquartered in Rm. Vâlcea Town, Calea lui Traian Street, No. 158A, North ground floor complex, Vâlcea, in partnership with UAT ORAȘ BREZOI, Vâlcea County, residing in Brezoi, Lotrului 2 Street, Brezoi 245500 and MENTOR ROCK FOUNDATION, residing in Vâlcea Town, Calea lui Traian Street, No.158A, Vâlcea County, CIF 17527502.

2.3. **Attendants:** the buyer of the Ticket or the holder of the Invitation, the person who is allowed access to the Festival following the decision of the Organizer - respectively the minor under 13, the person with certified disabilities, his legal companion (and who is able to present his quality of companion of the person with legally disabled and may bring undeniable proof of this acquisition), the Visitor as well as any other authorized participants in the Festival, such as but not limited to the employees (staff) of the Organizer, the employees (staff) of the Festival Partners, volunteers, security and protection, ambulance personnel, representatives of the gendarmerie, police, sanitation employees, sound engineers, technicians, artists and their teams.

2.4. **Unauthorized attendants:** natural person attending the Festival without having a valid right to enter, including the person who obtains a bracelet in exchange for an illegally acquired Ticket or the third party participating in the Festival with such a bracelet.

2.5. **Festival's Partners:** economic operators or any natural/legal person carrying out independent commercial activities within the Festival, based on a contractual relationship with the Organizer.

2.6. **Product:** 2.6. the goods that can be purchased from the Organizer or the Festival Partners within the Festival or in connection with it, either free of charge or for a fee.

2.7. **Service:** any service provided by or in connection with the Organizer or the Festival Partners within the Festival, either free of charge or for a fee.

2.8. **Third parties:** natural and legal persons, other than the Organizer and Attendants, including Unauthorized Participants.

2.9. **Visitors:** natural person who has the right to enter and attend in the Festival (such as but not limited to the press, etc.).

By the attendance to the Festival, Attendants, Unauthorized Attendants, Festival Partners, Visitors are subject to these Regulations.

3. TICKETS. INVITATIONS. BRACELETS

By purchasing Tickets (or general access passes) each Participant ensures his right to participate in the Festival, with the obligation to know his rights and obligations within it.

Tickets, General Access Passes and Invitations guarantee Attendants access to the Festival to all Festival stages as follows:

- **One day tickets** – guarantees the Participant's access to all the stages of the Festival, on that day
- **General Access Passes** - guarantees the access of the Participant within the Festival throughout its development.
- **Invitations** – guarantees the access of the Attendant within the Festival during its entire duration or for a certain day, being assimilated to the Tickets / **General Access Passes** regarding the rights guaranteed to the Attendants.

All Tickets on sale for the Festival are of the General Access Passes type for the entire period of the Festival, respectively 20th of July, 2021 - 25th of July, 2021.

If the (available) General Access Passes are not sold out by 1st of July, 2021, the Organizer reserves the right to sell One-Day Tickets.

If the General Access Passes run out until the date of 1st of July, 2021, the Festival will be considered sold out and will not be issued by the One Day Ticket Organizer or General Access Passes.

Each one-day Ticket / General Access Pass ensures access for one person to the Festival.

The promotional package "Love is the Baddest Blues" ("Campaign"), which, according to the rules of the campaign, refers to 2 General Access Passes purchased at a promotional price from the online ticketing platforms *iabilet.ro* and *ambilet.ro* condition the holders of the presentation at the same time of the 2 people who will have access based on it, because the One Day Ticket / General Access Pass will be scanned only once for the people, beneficiaries of the promotion within the "Love is the Baddest Blues" campaign.

Each location on the perimeter of the Festival has a limited capacity, and access may be temporarily restricted to meet all applicable safety regulations.

It is strictly forbidden to transmit or post unique series of Tickets and/or General Access Passes on social networks or other such websites.

The organizer reserves the right to modify the list of artists participating in the Festival, both before and during the entire Festival. Tickets purchased for participation in the entire day of the event as well as General Access Passes, provide access to the Participant within the perimeter of the Festival and not to a particular show or artist.

Tickets are not sold directly by the Organizer, and their payment is not processed directly by the Organizer.

The ticket authorizing participation in the Festival is sold through the online ticketing platforms *entertix.ro*, *iabilet.ro*, *eventim.ro* and *ambilet.ro* as Partners of the Festival (by assigning this right by the Organizer).

All payments are made through *entertix.ro*, *iabilet.ro*, *eventim.ro*, *ambilet.ro* as Festival Partners. The organizer guarantees only the validity of the Tickets sold through the ticketing platforms *entertix.ro*, *iabilet.ro*, *eventim.ro* and *ambilet.ro* and through the networks of these Partners of the Festival.

The fees and commissions applied to the price communicated by the Organizer may vary from one ticketing platform to another.

Additional information regarding the detailed conditions applicable to the purchase of Tickets / General Access Passes online or in physical format will be provided by the ticketing platforms at the time of purchasing the Tickets / General Access Passes.

The Buyer will receive information from the ticketing platforms *entertix.ro*, *iabilet.ro*, *eventim.ro* and *ambilet.ro*, as Partners of the Festival, especially in connection with the following aspects: fees and commissions applied to the price set by the Organizer, processing fees, payment and methods of payment, invoicing, processing of Buyer data and possibilities for reimbursement, to the extent that they exist.

Tickets / General Access Passes purchased online from *entertix.ro*, *iabilet.ro*, *eventim.ro* and *ambilet.ro*, as Partners of the Festival, are sent as an attached PDF in an e-mail, which each Participant has the obligation to print and bring it with you to the Festival, or present the ticket in electronic format (on your phone, tablet or other electronic devices that allow this).

Most customers of the ticketing platforms *entertix.ro*, *iabilet.ro*, *eventim.ro* and *ambilet.ro*, as Partners of the Festival, receive PDF tickets, after the payment is successfully completed. The payment and invoicing methods, the processing of personal data and the possibilities of reimbursing the tickets are the responsibility of the ticketing platforms.

If your ticket did not arrive by e-mail after placing your order, you must contact the ticketing platform from which you purchased the ticket and resolve this issue no later than one day before the start of the Festival. The organizer is not responsible in any way for this kind of situation, and in the absence of a valid Ticket / General Access Pass, access to the Festival will not be allowed.

The final price paid by the Buyer will consist of the basic price of the Ticket / General Access Pass to which are added, as the case may be, the administration and processing fees, Crucea Roşie stamp duty, the fees related to the collective management bodies.

The organizer does not assume responsibility for administration and processing fees that may differ depending on the ticketing platform from which the Ticket / General Access Pass is purchased.

The organizer is not responsible for the extra services offered by the ticketing platforms, as Partners of the Festival.

Additional services such as - Risk Free (insofar as they exist), whereby the ticketing platform undertakes to return the value of the Ticket / General Access Pass, in case of request and non-appearance at the Festival, insofar as the buyer has opted for this service and paid the related fees are not opposable / charged to the Organizer.

4. LIMITATION OF LIABILITY

Open Air Blues Festival Brezoi grants no guarantees as the duration of the entry process, given the large number of visitors.

Open Air Blues Festival Brezoi recommends to all participants to come to the Festival at least a few hours before the concert they wish to attend.

Open Air Blues Festival Brezoi grants no guarantees as to the possibility of entering the Festival at the desired time or the possibility of attending in time the desired concert, or the quality of the entertainment and explicitly excludes any refund of the Ticket price to the festival goers, or granting a further reduction or payment of damages, indemnification or compensation of any kind to any festival goer.

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

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

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

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

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

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

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

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

Given that there is no contractual relationship between Open Air Blues Festival Brezoi and the Unauthorized Participant, Open Air Blues Festival Brezoi explicitly excludes any liability to the Unauthorized Participants for breach of contract and any and all claims that a consumer may demand. Lost and found objects can be delivered at the information office shown on the map. Visitors may inquire about the lost items at the same office.

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

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

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

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

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

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

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

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

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

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

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

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

Open Air Blues Festival Brezoi will not be liable in any way for: a. any kind of damage (direct or indirect) resulting from the use or inability to use the information presented on the Website in connection with the Festival; b. any kind of content errors or omissions that may cause damages. Open Air Blues Festival Brezoi may, without prior notice, delete, modify or add any information on the Website, suspend any activity on the Website, and if reference is made to other websites, Open Air Blues Festival Brezoi does not guarantee and / or confirm in any way the type of information which can be found on these websites.

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

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

If the Festival is cancelled due to the Organizer's sole fault, the Contracting Partners, owners of the website used by the Buyers to purchase the Tickets will reimburse the price of the tickets paid by the Buyers within 90 days from the date on which the cancellation was announced.

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

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

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

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

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

5. ACCESS TO THE FESTIVAL AND TO THE CAMPING AREA

Attendants have the obligation to have IDs in addition to the Ticket / General Access Pass / Invitation.

The verification of the validity of the Ticket / General Access Pass / Invitation will be performed by the representatives / employees of the Organizer, who use their own infrastructure and staff.

Access to the Location is allowed starting with 22.07 for the camping area, respectively 23.07 for the Festival, according to the announced daily schedule, respectively: Thursday starting with 13:30 p.m., Friday, Saturday and Sunday starting with the hours 10:00 a.m.

Each holder of a valid Ticket / General Access Pass / Invitation who showed up at the entrance to the Festival Venue and was subjected to security control receives a Bracelet (whose color is different for Minor Attendants) and is required to wear it permanently at all times of the Festival both in the Location and in the camping area. The bracelets are non-transferable.

The organizer may check the Bracelets at the entrance, at the exit and on the entire perimeter of the Festival, throughout the Festival.

The Attendant / Visitor is fully responsible for any damage or loss of the Bracelet.

Damaged bracelets, which have been resealed or cut, whose locking system has been opened, those with a diameter larger than the wearer's wrist or which have been intervened in any way, are NOT valid, and the organizers reserve the right to retain them, to deny access to the Festival and to complain to the competent authorities. The Organizer will only replace damaged or lost bracelets to the extent that the Participant can legally prove the purchase of the ticket related to that bracelet.

Attendants who cannot make this proof lose their right to be in the Festival Area, being excluded from it.

Access to the Location and access to the Festival is made exclusively at the specially arranged entrance, after the validity of the Tickets / General Access Passes / Invitations has been verified and the Attendant's Bracelet has been handed over. Visitors and staff of the Festival Organizer and Partners will be subject to the same security rules.

For access to the camping area in the Location, special tickets are purchased, separately from the Festival Tickets / General Access Passes. Each person must have an access ticket to the campsite. There are two types of camping tickets: caravan access tickets and tent access tickets. The organizer does not provide caravans or tents.

The access to the camping area from the Location will be made starting with Wednesday 19.07.2021, at 13.30 p.m.

The camping area will be open from July 19 (10:00 a.m.) to July 26 (18:00 p.m). Car access to the campsite is prohibited. They will be able to be parked in the specially arranged space, located at about 100 m. The positioning of the tents in the camping tent area and of the caravans in the caravan camping area will be done exclusively according to the organizers' instructions.

In the camping area will be the observance of the rules communicated on the organizer's website: <https://www.brezoiblues.ro/camping> <https://www.brezoiblues.ro/faq>

6. GENERAL RULES OF ACCESS TO THE FESTIVAL

The access to the Festival is made within the available places, according to the legal provisions in force, priority and guaranteed access having the Attendance with General Access Passes.

The Organizers may decide at any time to suspend the sale of Daily Tickets at the Festival box offices or to temporarily or permanently terminate access to the Festival, if full capacity has been reached or in any other situation deemed necessary by the Organizer or the Authorities. It is forbidden to enter the Festival with the following objects:

- ✓ Drugs;
- ✓ Fireworks;
- ✓ Lasers;
- ✓ Sprays;
- ✓ Banners supported by sticks;
- ✓ Knives, weapons, blunt objects;
- ✓ Pyrotechnic articles;
- ✓ Food or drink;
- ✓ Voluminous shades (in case of rain it is recommended to use capes);
- ✓ Flammable or explosive materials;
- ✓ Any type of object that may injure other Participants.

Regarding the lost objects, the Organizer will arrange a space where such objects can be brought and from which each owner can recover their goods within 72 hours, but not later than the first day after the Festival - 10.00 a.m.

After the first day after the end of the Festival at 10 AM, all unclaimed objects will be handed over to their issuers (example: identity card, birth certificate, etc., to the attention of the Police, bank cards to the attention of the issuing banks). Items without an identifiable issuer, regardless of value, will be donated to charity, to the extent possible and depending on the nature of the items.

The Organizer is not responsible for the goods of the Attendants or for any damages caused to them.

6.1. Rules regarding minors.

Attendants under the age of 18 (including Volunteers) must download and complete the form for Declaration of Commitment and Parental Consent regarding the minor's access to the Festival, annexed to these Regulations

Access for minors under 13 years of age is free throughout the Festival, only if they are accompanied by a parent / legal or conventional representative holding a valid ticket and in full compliance with the provisions of the Regulations.

Free access also includes free access to the camping area.

At the request of the Organizer or security officers, the attendant is required to present the birth certificate and / or a document with a picture of the minor and attesting the age of the minor.

It is mandatorily for an adult to assume responsibility for the minor, based on the standard statement contained in the [Annex to these Regulations](#) without which the minor will not be allowed access to the Festival, regardless of whether or not he / she has a companion.

The Organizer does not assume any responsibility regarding the verification of signatures, respectively the way of signing the Statements (Statement of commitment and parental consent), these aspects remaining in the task / responsibility of the persons submitting the statements.

The phone number of the accompanying adult will be filled in inside the minor's bracelet to be used in emergency situations. Due to the very loud noise produced during the Festival, the organizer does not recommend the presence of children under 7 in the Festival. Minors under 4 years old should wear headphones.

6.2. Rules for people with disabilities

In the case of people with disabilities in a category of disability, they and their companions benefit from free admission for the 4 days of the Festival.

In order to benefit from the gratuity, adults with disabilities (or in the case of minors their legal representatives) must present, at the time of access to the Festival Location, a declaration on their own responsibility stating the classification of persons with disabilities and the degree of disability, the certificate of inclusion in the degree of disability and the identity card for verification.

The Organizer reserves the right to refuse access to the festival for persons with disabilities who do not present these original documents, as well as if the Organizer's representatives have justified doubts about the validity or authenticity of the documents submitted.

Persons with a severe disability assume the obligation to always be accompanied to the Festival, for reasons of personal safety. The Organizer recommends all minors and people with disabilities to come to the Festival.

The companion of the disabled person has free access to the Festival, being obliged to present the documents issued by the state institution which attests without denying his / her quality as a companion of the disabled person.

The Organizer will not be held responsible for any incident or accident involving minors or persons with disabilities, the entire responsibility for them rests with the minors / persons with disabilities and / or the parents / legal representative or companion.

The Organizer draws the attention of the parents / legal representative or the persons exercising parental authority to the fact that they have the obligation to supervise the minor and will be held liable for any damage resulting from non-compliance with this obligation.

For the attention of people with locomotor problems, who use a wheelchair for travel: only in certain areas of the Festival are provided entrances with wheelchair facilities, these being marked on the map of the Festival.

7. PROHIBITIONS AND PERMITS. BEHAVIOR DURING THE FESTIVAL

Access to the Festival requires a decent outfit and appropriate behavior, so that all visitors can enjoy a pleasant experience.

The Organizer reserves the right not to allow access to the Festival to those who refuse security checks or to persons who are suspected of endangering other Attendants or the proper conduct of the Festival. Each Attendant / Visitor is responsible for the damages caused.

Access is not allowed on rollers, bicycles, skateboards, hoverboards or other similar objects. Attendants who come with such means of transport will leave them at the entrance gates to the Festival, at their own risk, the Organizer not being responsible for their loss, destruction or theft. Access with pets is allowed, as long as they do not disturb other Festival Attendants.

The owner of the pet assumes sole responsibility for the animal and its actions throughout the Festival and is obliged to sign and submit the standard statement contained in the [Annex to these Regulations](#). The pet must always wear the plate with master identification data. Access with professional or semi-professional cameras and drones is not allowed.

The Organizers will have their own photo-video team that will take photos and videos throughout the Festival. Access to the Festival premises with bottles, umbrellas, bulky luggage, selfie sticks, flags, laser pointers, chains, sticks, with sharp objects, handcrafted or not, nor with flammable or pyrotechnic or other materials (sprays) is not allowed, fireworks, fumigants, vuvuzelas, etc.), knives, weapons, blunt objects and any other object that could injure the other Attendants.

These measures are taken by the Organizer in order to ensure a pleasant experience of the Festival, with good visibility on stage, as well as not to endanger the health and physical integrity of the Attendants. To protect yourself from the rain, the Organizer recommends the use of capes specially designed for such events.

The Organizer may decide to allow access to the Festival area of people whose health condition requires the use of some of the mentioned objects and can prove this through documents issued by the practitioner or family physician.

Access with water, food, soft drinks or alcohol and prohibited substances is not allowed. The organizer provides participants with a very well-stocked area with a wide range of food and drink.

If illegal or illegally held objects are found on the person, the competent bodies will be notified and the necessary measures will be ordered. Access to the Festival is forbidden for anyone who has weapons on them, even if they are legally owned, except for the Police, Gendarmerie during service.

It is forbidden any form of economic, commercial, advertising activity, demonstrations, rallies of any kind, the distribution of leaflets within the perimeter of the Festival, without the written consent of the Organizer. In case of identification of such activities, the Organizer reserves the right to evacuate the persons concerned from that area and to deny them permanent access.

8. SPECIAL OFFERS, TOMBOLS, COMPETITIONS

The Organizer reserves the right to conduct promotions, raffles and contests for tickets to the Festival. These will take place in limited periods, under special conditions that will be communicated through specific channels on the occasion of each action of this type.

9. CONDUCT OF THE FESTIVAL

From the moment of entering the Festival, the Attendant / Visitor assumes and will respect exactly the Regulations. Participation in the Festival is done at their own risk, the Participants declaring that they are physically and mentally fit. Thus, people with mental or physical ailments for which crowded areas, loud noises, special sound, visual and audio effects pose a risk, assume full responsibility for the damage they may suffer by participating in the Festival.

The Organizer will announce in advance the hours of the concerts within the Festival.

The schedule may be modified for independent reasons or at the will of the Organizer, without the notification of the Attendants and without them being able to request reparation for any damage thus suffered. The Organizer reserves the right to change the music program, in the sense of the schedule, in the sense of the order of the artists who will perform on stage and in the sense of minor changes in the announced artists. In case of modification of the music program, either by the will of the Organizer, or due to external factors, the Attendant has no right to claim compensation or refund of the price of the ticket purchased.

The Organizer makes no warranty as to the duration of the Festival entry process or the availability, content, quality and quantity of Festival programs and services, and explicitly excludes the refund to the Attendant of the Ticket / General Access Pass price or the granting of a subsequent discount or payment. of damages, compensations or compensations of any nature, in this context.

10. PAYMENT SYSTEM

During the Festival, within the premises, the purchase of Products is carried out as follows: The food products can be purchased by paying cash / card directly to the merchants authorized by the Organizer (Festival Partners), whose stands will be inside the Festival area.

Alcoholic and soft drinks will be purchased by paying with chips from the bars inside the Festival. The chips are purchased from the points of sale specially arranged for this purpose inside the Festival area. The sale of cigarettes and alcoholic beverages to minors is prohibited.

The Organizer and the Partners of the Festival have the right to request to any Attendant the presentation of the identity document attesting the age.

11. HEALTH AND SECURITY

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

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

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

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

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

a. To immediately communicate any situation for which they have good reason to believe to be a threat to the security and health of the Participants to the security Team and / or Organizer's representatives.

b. To inform the security team and/or Organizer's representatives of any incidents of personal injury.

c. To cooperate with the security team and / or Organizer's representatives, competent authorities, volunteers, to ensure the smooth running of the Festival without risk to health and safety.

d. To comply with the provisions of health and safety legislations and their enforcement measures;

e. The Participant who notice a fire is required to notify by any means the security team and/ or Organizer's representatives, for limiting and extinguishing the fire;

f. In the event of fire, any Participant is required to provide assistance;

g. To comply with the laws regarding smoking in enclosed spaces (smoking in the Polyvalent Hall and other closed areas in the Festival area is strictly forbidden).

12. RECORDINGS MADE DURING THE FESTIVAL

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

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

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

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

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

Visitors are not entitled, within the limits of the legal provisions, to raise claims against Open Air Blues Festival Brezoi in connection with their recordings and publication thereof, as described above.

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

Visitors are not allowed, without the prior consent of Open Air Blues Festival Brezoi, to sell, use for a price, or use for free, but for commercial purposes, the image and voice recordings they

have made, to identify the Visitors appearing in the recordings without their consent, or violate the personal rights of those Visitors.

Open Air Blues Festival Brezoi is expressly not liable for any violation of the above-mentioned rules by other visitors.

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

According to EU Regulation 679/2016 (GDPR) you have the right of access, rectification, the right to obtain data deletion or restriction of processing, the right to data portability, the right to oppose, the right not to be subject to a decision based exclusively on automatic processing. To exercise these rights or if you consider that your data are processed differently than in accordance with the applicable incidental legislation you can address a dated and signed request to the address contact@brezoiblues.ro or you can contact the National Authority for Supervision of Processing Personal Data.

13. DISPUTES

Any conflict between the Organizer and the Festival Participants will be resolved amicably.

If this is not possible, the settlement of disputes will be submitted to the courts of the Organizer for settlement. The applicable law is the Romanian law.

14. FORCE MAJEURE AND FORTUITOUS CASE

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

15. THE REORGANIZATION OF THE EVENT

In the assumption that the event is canceled or rescheduled for external reasons not related to the will, gross negligence of the Organizer or falling under force majeure or fortuitous event, or the general access passes or the tickets may be can be used at the next edition of the festival in case of cancellation or at the rescheduled edition in case of postponement, regardless of whether the rescheduling is done for the current year or the following year.

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

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

16. MONITORING AND PERSONAL DATA PROCESSING

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

The categories of personal data processed, the means, the purposes of processing, as well as the entire Open Air Blues Festival Brezoi policy regarding the processing of personal data are found in the Open Air Blues Festival Brezoi Festival Privacy Policy, available in the Privacy Policy section.

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

In order to exercise these rights, you can contact organizers with a written, dated and signed request sent at contact@brezoiblues.ro.

If you believe that your personal data is processed differently than in accordance with the applicable law, please contact us at contact@brezoiblues.ro or you can contact the National Supervisory For more details regarding the processing of personal data, please feel free to consult our Privacy Policy.

APPENDIX 1

**STATEMENT OF COMMITMENT AND PARENTAL CONSENT ON THE MINOR'S ACCESS TO THE
OPEN AIR BLUES FESTIVAL BREZOI**

The undersigned _____, residing in
County _____ City _____, Street _____, No. _____, identified
with CI Series ___ No. _____, having the following contact phone number
_____, as

- a parent
- guardian
- legally empowered

of the minor having the name _____, aged of ___ years.

I hereby declare that I assume full responsibility for the minor, allow his / her participation in the Open Air Blues Festival Brezoi 2021, which takes place between July 20-25 in Vâlcea County and I assume responsibility for any incident, accident or injury which the minor would suffer due to my lack of supervision, as well as for any damage or injury caused by the minor through the fault of both the Organizer and any other natural or legal persons participating in the Festival. I waive any financial or other claims against the Organizer as well as towards his representatives in case the minor would suffer an injury due to the lack of supervision during the event.

I also state that I have taken note of the conditions imposed by the Organizer, published in the Festival Regulations and I undertake to ensure their full compliance. I expressly declare that I acknowledge that access to the Festival implies an implied agreement to appear in the photos or videos taken by the Organizer, Festival Partners, members of the press and other participants and I agree that the images with the minor from the Festival may be recorded, used, copied, distributed and disseminated publicly, repeatedly and indefinitely, for marketing and advertising purposes.

This Agreement shall be valid provided that the rights and freedoms of the child, his or her dignity and the right to self-image are respected.

I state that I have been informed about the rights of individuals with regard to the protection of personal data and their free movement (GDPR). At the same time, I agree to the processing of personal data of both the undersigned and the minor under my guardianship, respectively: name, surname, date of birth, address, age, image by the Organizer and the Festival Partners.

DATE

SIGNATURE

APPENDIX 2

**STATEMENT OF COMMITMENT AND CONSENT OF THE PET OWNER REGARDING
THE ACCESS OF THE LATTER TO THE OPEN AIR BLUES BREZOI FESTIVAL**

The undersigned, _____, residing in
County _____ City _____, Street _____, No. _____, identified with I.D.
Series ____ No. _____, having the following contact phone number
_____, as an OWNER OF THE PET SPECIES/RACE.

I hereby state that I assume full responsibility for the PET and request permission to enter the premises where the Open Air Blues Festival Brezoi 2021 takes place between July 20-25 in Vâlcea County and I assume responsibility for any incident, accident or injury suffered by any person on this premises due to my lack of supervision, as well as any damage or injury caused by the PET to both the Organizer and any other natural or legal person attending in the Festival.

I waive any financial or other claims from the Organizer as well as from his representatives in case the PET would suffer an injury during the event.

I state that the PET was submitted before July 20, 2021 to all procedures required by the sanitary-veterinary legislation, within the legal deadlines.

I have taken note of the high level of sound volume during the Festival and I assume this in the sense that I will not claim no compensation, from any person, in case the PET will suffer any illness due to this high volume.

DATE

SIGNATURE