

GENERAL TERMS AND CONDITIONS

*Please read the following General Conditions before purchasing your tickets.

By accepting these Terms and Conditions, the Customer states:

- That he/she is a person with the legal capacity to enter into contracts in accordance with current legislation.
- That he/she has read and accepts these Conditions.

1. Information

The purpose of these conditions is to regulate the sale of tickets and the use of products and/or services provided by SUNSET SOUNDS SL. With the purchase of the ticket, an exclusive contractual relationship is established between the ticket holder (hereinafter "the Customer") and SUNSET SOUNDS SL (hereinafter "the Organizer or Promoter").

The sale of tickets is expressly conditional upon acceptance of these general terms and conditions, and by accepting them, the Customer declares that he/she has read, understood and expressly accepted them before completing the purchase process.

These general terms and conditions are supplemented by the general terms and conditions for the sale of tickets through the website www.eventim.de, owned by CTS EVENTIM AG & Co. KGaA, and through the website www.entradas.com, owned by ENTRADAS EVENTIM, S.A.U.

2. Legal Framework

These General Terms and Conditions have been drawn up in accordance with the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce; Law 7/1998, of 13 April, on General Terms and Conditions of Contracts; Royal Legislative Decree 1/2007, of 16 November, approving the revised text of the General Law for the Protection of Consumers and Users and other complementary laws; and Law 7/1996, of 15 January, on the Regulation of Retail Trade, as well as any other applicable legal provisions.

3. Offering company

In compliance with the provisions of Article 10 of Law 34/2002, of 11 July, on information society services and electronic commerce, it is hereby stated that the details of the Organizer or Promoter are as follows:

- SUNSET SOUNDS SL
- Tax ID number: B22672380
- Registered office: Calle Olmos, 50 - escalera A piso 1, 07003 Palma de Mallorca, Balearic Islands
- Telephone: +34611672688
- Email: mailbox@sunsetsounds.es
- Website: www.sunsetsounds.es

The online distribution and payment platform is CTS EVENTIM AG & Co. KgaA, with registered office at Hamburg, Germany. For these purposes, users are informed that when purchasing tickets or season tickets, they will be doing so through an external payment platform that is the exclusive property of the distribution platform and, therefore, completely unrelated to the event Promoter. This platform will be responsible for implementing the necessary security measures to prevent any damage and/or harm.

4. Sales channel

Tickets for the event must be purchased exclusively through:

- www.sunsetsounds.es
- www.eventim.de
- www.entradas.com

In accordance with the provisions of Law 34/2002, of 11 July, on information society services and electronic commerce, specifically in Article 23, contracts concluded electronically shall have all the effects provided by law, when consent and the other requirements necessary for their validity are met. Customers who wish to purchase tickets must fill in their personal details as requested on the platform. A purchase request will then be sent to the Organizer. Once this has been received and payment has been verified, a purchase confirmation will be sent to the email address provided by the Customer.

Tickets may be sent or downloaded in different formats according to the Customer's choice:

Print at home: This option allows the Customer to download his/her tickets in .PDF format and print them once he/she has made his/her purchase online.

Mobile ticket: This option allows the Customer to download his/her tickets to his/her mobile phone. To download his/her tickets, he/she must click on the link in the confirmation email. Once downloaded, they will be automatically added to the corresponding app: Android = Passwallet Windows iPhone = Wallet

Once the ticket has been purchased, **NO CHANGES OR RETURNS WILL BE ACCEPTED.**

Upon receipt of the tickets, the Customer is obliged to check that they are correct, in particular, regarding:

- The number of tickets requested and delivered
- The price
- The desired date for attending the event
- The seat number
- The category
- The event
- The venue

The respective platform will process and send the requested tickets.

The ticket must be displayed and validated before entering the venue where the event is taking place. Under no circumstances will tickets displayed by photo on mobile phones or WhatsApp be accepted, as the readers cannot read them correctly and their validity cannot be verified.

The Promoter will carry out electronic validation of 100% of the tickets delivered at the time of access, so that access will be denied to anyone with a ticket that has not been previously validated or has been purchased outside the official channels.

Only the first ticket presented at the venue will be accepted as valid, and subsequent attempts to gain access with the same ticket will not be permitted.

5. Price and payment method

The ticket price will be set by the Promoter. This price may vary depending on the type of ticket chosen by the Customer. In addition to the ticket price, an appropriate processing fee (e.g. advance booking fee, system fee) may be charged. These charges are shown separately on the invoice.

6. Return, loss and refund of tickets

The Organizer shall not be liable in the event of impossibility to provide the services offered, if this is due to prolonged interruptions in the electricity supply, communication lines, social conflicts, strikes, rebellion, explosions, extreme weather conditions, floods, pandemics, acts and omissions of the government and, in general, all cases of force majeure or fortuitous events.

As extreme weather conditions that may lead to a cancellation, shall be considered those of an extreme nature, which may prevent the holding of the event and make it impossible to guarantee the safety of the attendees and staff.

Tickets cannot be returned or exchanged, except in the event of total cancellation of the event or a change in the date on which it is held. In the event of a change of dates, the Customer may choose either a refund of the amounts paid or a change of tickets for the new date.

If the cancellation is total, the Promoter will refund the ticket price under the conditions published by this same means, except for the distribution cost. The ticket price will not be refunded if the cancellation occurs after the event has started.

The Customer is responsible for lost, mislaid or stolen tickets that are not used or are only partially used (e.g. due to late arrival) and cannot claim any compensation.

If there are any changes to the schedule due to force majeure, security reasons, weather conditions, etc., the Promoter undertakes to notify the Customers as soon as possible.

In accordance with applicable regulations, the Customer shall not have the right of withdrawal. Once the ticket has been purchased, the price will not be refunded except in the cases indicated above.

7. Use and resale of tickets.

Tickets may not be used for advertising, promotional or other commercial purposes (including competitions). Any sale and/or commercial use of tickets is reserved to the Organizer and to agencies or people, whether natural or legal, authorized by the Organizer.

The Organizer shall be entitled to refuse any future sale of tickets to the offending party, to issue a ban on access to the venue, to transfer the stored data to other Organizers and to demand reasonable compensation for each case of culpable violation of the prohibitions on use and resale; such penalty being at the reasonable discretion of the Organizer and subject to review by the competent court. Furthermore, the Organizer reserves the right, in particular in the event of commercial resale of tickets, to report the incident in an appropriate manner, in order to prevent future use of the tickets, as well as to cancel the tickets. The Organizer expressly reserves the right to assert further legal claims.

8. Access to the venue

The Organizer is entitled to refuse access to the venue and to expel the Customer from the venue if any of the following circumstances apply:

- The ticket is incomplete, torn or shows signs of forgery.
- The ticket holder disrupts the normal course of the show or activity.
- The ticket holder contravenes the instructions of the Organizer and the Organizer's staff, such as the prohibition of access to restricted areas.
- The ticket holder displays violent behaviour or publicly incites hatred, violence or discrimination on the grounds of birth, race, sex, religion, opinion, disability, sexual orientation or any other social or personal condition or circumstance, and in particular, the ticket holder behaves aggressively or causes disturbances.
- The bearer carries weapons or objects that could be used as such, or wears clothing, objects or symbols that incite violence or advocate activities contrary to the fundamental rights recognized by law and the Constitution.

- The bearer is in possession of drugs, traffics in drugs or shows signs of consuming or having consumed alcohol, drugs or narcotic substances.
- The bearer sells any item in the event area.

In any case, refusal of access and subsequent expulsion from the premises for justified reasons shall entail a non-refund of the ticket price.

The right of admission may not be used to restrict access in an arbitrary or discriminatory manner, or to place the user in a position of inferiority, defenselessness or comparative disadvantage.

The Customer agrees to a thorough search and inspection and/or temporary removal of prohibited items by security personnel present at the event venue. Items that may be removed include (this list is not exhaustive): bottles, cans, alcoholic beverages, posters, video cameras and live streaming devices, recording devices, camera lenses with a focal length of more than 300 mm, fireworks and smoke bombs, political or advertising material, provocative posters, and food and beverages.

Only food for medical purposes is permitted for users with diabetes, severe food allergies or any other medical condition, and baby food, if it is properly sealed and identified.

For security or access control reasons, Customers may also be asked to show their national identity card or any other official identification.

Animals are not allowed on the premises, except for assistance dogs that have been individually trained to perform tasks for the benefit of people with physical, sensory or intellectual disabilities.

Regarding access for Customers with baby carriages, access to the premises is permitted, but not to the stands, i.e. the carriage will remain under the supervision of the Organizer and will be returned at the end of the event.

Likewise, the Organizer reserves the right to refuse ticket sales for a certain period of time or, in serious cases, permanently to Customers/ visitors who disrupt the order of an event or contravene the house rules or the instructions of security personnel.

Access to and presence on the premises will only be authorized from the time indicated on the ticket until the end of the Event.

Users must keep their ticket until the end of the Event, and the Organizer may ask them to show it, to process any complaints that may arise.

For security reasons, in cases of force majeure, the Organizer reserves the right to evacuate all or part of the venue, interrupt or stop the event, and even keep users on the premises after the event has ended until the cause has been resolved or security has been restored.

9. Minors.

The admission of minors to the Festival shall be governed by the provisions of current legislation and, in particular, by the provisions of Law 7/2013, of 26 November, on the legal regime governing the installation, access and exercise of activities in the Balearic Islands, in accordance with the interpretation thereof in Consultation 2017-21-A of the Regional Government of the Balearic Islands. For these purposes:

In general, minors are allowed access to the premises with the following particularities:

- Children under 1 year of age will have free access to the premises.
- From 1 year of age, it will be compulsory to purchase a ticket at the normal price.
- All minors up to and including 15 years of age must be accompanied by their father, mother, legal guardian or a responsible adult who is duly identified and authorized to do so.
- Once they reach the age of 16, minors may freely access the premises after being identified as minors and with the corresponding authorization signed by their father, mother or legal guardian.

During their stay on the premises, parents, legal guardians or duly identified adults will be solely responsible for the minors in their care and for any actions they may take.

For this purpose, the following documentation must be presented upon entering the premises: National Identity Card, family register, or full birth certificate if the former is not available, passport or any other document proving the parent-child relationship or responsibility for the minor. Each adult will be responsible for a maximum of three minors.

In accordance with current legislation, the sale of alcohol to minors under the age of 18 is strictly prohibited.

10. Intellectual property and image rights.

All image and intellectual property rights arising from any celebration or artistic performance taking place within the venue are reserved.

It is not permitted to record; capture or film images and sounds without the express authorization of the Promoter.

Anyone entering the venue consents to his/her appearance in images captured by both the authorized media and the event sponsors for possible use in promotional and marketing materials, as well as on social media and in the press.

To this end, authorization in favour of the Organizer to disseminate the attendees' images under the terms set out above is given freely, in full, without time limitation and free of charge.

The capture of images, in any of the forms described, will in turn allow for the editing, transfer, deletion and any other changes, including recordings, filming, photographs, phonograms and texts.

The event Organizer reserves the right to transfer the rights between companies in the same group for the purposes set out herein.

11. Liability

The parties undertake to comply with their legal and contractual obligations arising from this contract. If one party fails to fulfil any of its obligations or intends to hinder the other party's compliance, the other party may claim compensation for damages, both for actual damage and for loss of profits in accordance with current legislation.

The Organizer is not responsible for any loss, damage or theft of personal belongings during the event.

The Organizer shall not be liable for any damage or injury that may occur during the event, except in cases of gross negligence or wilful misconduct on the part of the Organizer.

12. Privacy policy and cookies

The Organizer's website may use cookies, which are files containing small pieces of data, such as the Customer's username or password, that are exchanged between a user's computer and a web server to identify specific users and improve their browsing experience. They are necessary for the proper functioning of the platform. They are temporary, meaning that when the Customer leaves the website, the cookies will disappear.

Under no circumstances will they be used to collect personal information.

13. Data protection

The Organizer collects, processes and uses personal data when executing a contract only within the framework of the legal provisions. Further information can be found in the Organizer's data protection regulations, to which the Customer has given his/her express consent by purchasing tickets.

The Customer may exercise his/her rights of access, rectification, opposition, limitation and, where applicable, portability or cancellation at any time by writing to the email address *mailbox@sunsetsounds.es*, indicating his/her personal details and attaching a photocopy of his/her ID card or any other legally equivalent document in accordance with current legislation.

14. Contact

For any queries, complaints or communications related to the sale of tickets or the use of products and/or services provided by SUNSET SOUNDS SL, the Customer may contact mailbox@sunsetsounds.es .

15. Validity or Duration

The period of validity or duration of these general terms and conditions shall be the time during which they remain published on the aforementioned website and shall be applicable from the moment the Customer uses the website and/or proceeds to purchase any product.

16. Applicable law and jurisdiction

These terms and conditions shall be governed by and interpreted in accordance with Spanish law. The Promoter and the Customer agree to submit any dispute that may arise from the provision of the products or services covered by these terms and conditions to the courts and tribunals of the user's place of residence or, where applicable, to the courts and tribunals of Palma de Mallorca.

If any clause included in these general conditions is declared, totally or partially, null and void or ineffective, such nullity or ineffectiveness shall only affect that provision or the part thereof that is null and void or ineffective, with the general conditions remaining in force in all other respects, and the provision or part thereof that is affected shall be deemed not to have been included.