

# General Business Terms and Conditions for the Cashless Payment System

1. Subject of regulation. Establishment of, changes to and termination of contractual relationships.

1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the rights and obligations of Festivalpark Production s.r.o., headquartered at: M. Krásové 923/9, Praha 9, 196 00 Company ID number: 25285131, (hereinafter referred to as the "Organizer") and the visitors to AIR Festival held on 27-28.7.2018. (hereinafter referred to as the "Event"). For the purposes of these GTC, a visitor is a natural person who has a valid ticket for the Event (hereinafter referred to as a "Visitor"). For the avoidance of doubt, these GTC regulate only the rights and obligations of the Organizer and Visitors for the area of payments for goods and services in the venue of the Event and the rights and obligations related to this area.

1.2 The Visitor takes due note that the event is completely cashless. Refunds in the venue of the Event can be carried out only through the cashless payment system. The cashless payment system is operated at the Event on the basis of a contractual relationship between the Organizer and a third party. In relation to the Visitor, the responsible party is the Organizer.

2. Cashless payment system

2.1. At the event, a cashless payment system is provided for Visitors by the Organizer. This cashless payment system allows Visitors to pay for goods and services at the venue of the Event, in particular at vendors (including bar facilities) at the venue of the Event (hereinafter referred to as "Vendors"). In such a case, a contractual relationship arises between the Visitor and the Vendor, or between the Vendor and the Organizer.

2.2. The operation of the cashless payment system in the Organizer - Visitor relationship:

a) When entering the venue of the NFC Event, each Visitor with a valid Ticket will receive a chip bracelet through which he/she can purchase Goods and Services in the venue of the Event (hereinafter referred to as the "Chip"). One chip is assigned per ticket.

b) For the activation of the Chip, i.e. for the first recharging of credit on the Chip, the Organizer charges the Visitor a fee of 50 CZK and the fee will be deducted from the credit recharged in the Visitor's user interface, to which the Visitor agrees by entering the Event, i.e. with the first recharging of credit on the chip.

c) Even before the commencement of the Event, a visitor who has purchased an online ticket has the possibility to create a user interface at: <https://air.phestio.com>. Together with a valid online ticket, the user interface allows the Visitor to recharge the credit of the chip, which he/she may use to pay for goods and services in the venue of the Event during the Event.

d) Visitors who do not have a user interface when they enter the Event will be provided with a Chip without connection to a user interface when entering the Event. In this case, the connection of such a chip with a user interface will be enabled for the Visitor subsequently, i.e. during the Event or even after the Event has ended.

e) In the User Interface, the Visitor can view all the transactions he/she has made and can always check the balance on his/her chip.

f) The credit on the Chip can be recharged

- (i) cashless online - on the server [air.phestio.com](http://air.phestio.com)
- (ii) cashless - with a credit card at the venue of the Event at designated recharging points
- (iii) in cash at the Event venue at designated recharging points.

g) The Visitor takes due note of and agrees with the fact that a special Organizer account used for the operation of the cashless payment system is set up as part the cashless payment system. It is on this account that the credit recharged by the Visitors will be stored, namely in all the above-mentioned ways.

### 2.3. Refunds

- a) Credit that is not used and is recharged on a cashless online basis will be automatically returned to the Visitor no later than within 10 calendar days from the end of the Event, namely to the credit card / bank account from which the credit was recharged and with the help of the services of the processor of this original payment.

b) The Visitor must request the return of unused credit that cannot be returned automatically with the help of the services of the processor of the original payment (i.e., credit recharged at the venue of the Event with a cashless payment or in cash) by filling in and sending an online form for the return of unused credit at <https://air.phestio.com>, and the Visitor must do so no later than within 17 calendar days from the date on which the Event ends, whereby the Visitor forfeits the entitlement for unused credit to be refunded after the expiration of this period. This credit will be refunded according to the information given in the form and no later than within 30 calendar days from the date on which the properly completed form is sent.

### 2.4. Charges for the refunding of unused credit:

a) The charge for the first sending of unused credit is set at 30 CZK/Visitor by the Organizer for the domestic payment system in view of the transaction and administrative costs. This charge will be paid by deducting this amount from the balance of the unused credit before the payment is made, and the refunding of unused credit to the Visitor will thus be possible only if the balance of the Visitor's unused credit exceeds the amount of 30 CZK.

b) In the case that the wrong bank account number is entered by the Visitor and this results in the need to repeat the payment transaction, an administrative charge of 100 CZK will be charged for the second and every subsequent attempt to send credit to the Visitor using the domestic payment system. This fee will be paid by deducting this amount from the balance of the unused credit before the payment is made, and in this case, the refunding of unused credit to the Visitor will thus be possible only if the balance of the Visitor's unused credit exceeds the amount of 100 CZK.

c) In the event that the Visitor gives a foreign bank account in the online form for the refunding of unused credit, a foreign payment will have to be made and the Organizer will charge the Visitor a charge equal to the real costs of making such a payment. If the amount of the unused credit to be refunded is equal to or less than the costs mentioned in the previous sentence, the Visitor will not be refunded for the unused credit.

The Visitor takes due note of the fact that the Organizer is responsible for the refunding of unused credit to Visitors.

### 3. Rights and Obligations of the Organizer and the Visitor

3.1. The Organizer is obliged to make information about past transactions accessible to the Visitor.

3.2 The Visitor is obliged to thoroughly familiarize him/herself with these GTC. These GTC are accessible to Visitors at <https://air.phestio.com>, at all entrances to the premises of the Event venue, and at all cash desks and recharging points at the Event.

3.3. The Visitor is responsible for the correctness of the data provided when creating his/her user interface and in the online form of the request for the refunding of unused credit.

3.4 The Visitor is obliged to keep the Chip and the login information for the user interface secure. The Visitor is obliged to ensure that the information on the back of the chip and the user interface login information are in no way accessible to a third party and is responsible for the loss of the Chip and for the disclosure of this information to a third party. The Organizer is not responsible for any damages resulting from the acquisition and misuse of the unique numeric code on the Chip and/or the acquisition and misuse of the user interface login information.

3.5 The Visitor is obliged to use the cashless payment system in accordance with these GTC as well as the valid and effective legal regulations, in particular to observe all the principles agreed upon for ensuring the safe use of the cashless payment system, and to protect his/her user interface and Chip from third parties.

3.6 In the event that any provision of these GTC is discovered to be invalid or null, such invalidity and nullity shall not affect the other provisions of these GTC.