



## GENERAL TERMS AND CONDITIONS OF SALE AND PARTICIPATION AT THE SOUTH OUTDOOR FESTIVAL

*Last updated: February 8, 2020.*

Please read these terms and conditions carefully before using Our Service, accessing, using or obtaining any materials, information, products or services. By accessing, the South Outdoor Festival (SOF) Website (SOFW), mobile or tablet application, or any other feature or other SOFW platform (collectively "Our Website") you agree to be bound by these terms and conditions.

### Interpretation and Definitions

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#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to NGO Citrus Center, registered by Court Decision No. 1191, dated 15.09.2017, NIPT L72202456C, Tirana, Albania.
- **Country** refers to: Albania.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

- **Goods** refer to the items offered for sale on the Service, such as guided tours, outdoor activities, rented equipment, packages of accommodation and transportation, camping, event tickets, festival entry tickets, and all other goods or services.
- **Orders** mean a request by You to purchase Goods from our Suppliers.
- **Service** refers to the Website.
- **South Outdoor Festival (SOF) Booking Platform** refers to an intermediary Platform offering tourists an online service via internet and apps. Through SOF Booking Platform users can find and book tours, activities and experiences during the South Outdoor Festival. The online offer comprises guided tours, outdoor activities, rented equipment, packages of accommodation and transportation, camping, event tickets and other services. The activities/services on offer are provided by a range of local professional suppliers operating in Albania (hereinafter referred to as “**Suppliers**”) and cooperating with the South Outdoor Festival through a service agreement for the respective activities. The Suppliers’ services can be accessed via the SOF Booking Platform and bookings/orders can be made. The SOF Booking Platform acts as an intermediary connecting You/visitors and Suppliers. South Outdoor Festival is authorized to collect the invoiced amounts in the name of and on behalf of the Supplier. All responsibilities lie with the Supplier.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service or Suppliers** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to South Outdoor Festival Website, accessible from <http://www.festival.south.al>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Acknowledgement**

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These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

By accessing or using the Service You declare that you are at least at a minimum of 18 years old of age.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### **SOFW Intermediary Platform and the Company's Intermediary Role**

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By accessing or using the Service You understand and agree that the **South Outdoor Festival Booking Platform and/or the Company** refer to an intermediary Platform and/or intermediary Party offering tourists/visitors an online service via internet and apps. The activities/services/Goods are provided by a range of local professional Suppliers operating in Albania and cooperating with the South Outdoor Festival through a service agreement for the respective activities. The Suppliers' services can be accessed via the SOF Booking Platform and bookings/orders can be made. The SOF Booking Platform acts as an intermediary connecting You/visitors with the third party Suppliers. South Outdoor Festival is authorized to collect the invoiced amounts in the name of and on behalf of the Suppliers.

The Company is not responsible for the delivery of the Goods. All responsibilities for the delivering of the Goods lie with the Suppliers. By accessing or using the Service You understand and agree that no legal and/or financial claims in respect of the Goods delivered by the Suppliers or pursuant to the Goods delivered by the Suppliers shall be made towards the Company and such claims must be made directly to the Suppliers. The Company shall have no liability in respect of any claim by You/visitors concerning any of the delivered Goods by the Suppliers.

### **Placing Orders/Booking for Goods**

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By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts and that You are at least at a minimum of 18 years old of age.

#### **Your Information/Privacy**

If You wish to place an Order for Goods available on the Service, You shall be asked to supply certain information relevant to Your Order including, without limitation, Your first and last name, Your e-mail address, Your phone/mobile number, and Your country of origin and/or country where you're placing your order from, Your credit card number, the expiration date of Your credit card, Your billing address, and/or shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

We will at all times hereafter treat all such Information as strictly private and confidential and will take all necessary steps to preserve such confidentiality. We will not use, copy or store any

such information in an externally accessible computer or similar system, nor transmit it over or via any such system. We will use such information for the permitted purpose and for no other purpose whatsoever and in particular, but without limitation, will not use any such information so as to procure any commercial advantage over the Company.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order. We will be permitted to disclose such information to those responsible payment processing third parties/employees and to those legal and financial advisers to whom in each case disclosure is proper and necessary for the permitted purpose. We will procure that the permitted disclosees and each other person to whom such disclosure is made adheres to the terms of this letter as if he or she were a party.

We shall keep a record of information provided to us and permitted disclosees and of the location of such information and of any persons holding such information.

### **Order/Booking Confirmation**

You will receive a confirmation email and voucher instantly after booking/placing your order.

You will receive different emails or phone calls from us, for important and useful information's related to your booking/order.

In the event that you do not receive an email from us, please check your Spam folder or notify us via email.

### **Order/Booking Cancellation**

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Goods availability;
- Errors in the description or prices for Goods;
- Errors in Your Order;
- Other reasonable causes.

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

### **Your Order/Booking Cancellation Rights**

Any Goods you purchase can only be returned/cancelled in accordance with these Terms and Conditions. Please read these Terms and Conditions to learn more about your right to cancel Your Order/Booking.

Regardless of any reason or cause, cancellations result in costly charges from our Suppliers, hotel and transport providers covering penalties and fees incurred by canceling confirmed bookings/orders. Therefore, the following cancellation penalties and or fees will apply.

The payments made for SOF entry tickets are not refundable in any and all circumstances.

Except for SOF entry tickets, refunds of final payments received by You concerning orders/bookings will be honored as follows:

- Cancellation of order is requested more than **60 days** prior to the start of the scheduled tour/activity: **Full refund** (however 5% “Service Fee” is non-refundable). Request for cancellation received more than 60 days prior to the start of the scheduled tour/activity will be refunded in full minus the non-refundable “Service Fee” of 5% of the total booking/order price.
- Cancellation of order is requested between **30-60 days** to the start of the scheduled tour/activity: **50% refund** of the total amount of the price paid for the order/booking;
- Cancellation of order is requested **30 days** or less prior to the start of the scheduled tour/activity : **No refund.**

In the event of extreme weather, or due to the unforeseen lack of appropriate staff we may cancel a tour/activity for your safety, at which point we will **fully refund (including service fee if applicable)** your reservation and do everything in our power to help you find a suitable alternative activity.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Goods that are damaged or not in the same condition as You received them or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are and if they are in Your possession.

If reimbursement applies, then it shall be made in accordance with all procedures and processed as quickly as possible, and the stipulated amount will be transferred to the same credit card that was used upon booking. Please note that we cannot be responsible for delays of the delivery of the reimbursement to your account once it has been processed on our end.

If reimbursement applies, we will reimburse You no later than 30 days from the day on which We receive Your order cancellation notice. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

- The supply of Goods made to Your specifications or clearly personalized;
- The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over;
- The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
- The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items;
- The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right;
- SOF entry tickets.

### **Availability, Errors and Inaccuracies**

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Prices Policy**

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will not have the right to cancel Your Order.

### **Payments**

All Goods purchased are subject to a one-time payment. Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

It is important to make sure that you use the name and address as provided to your bank since occasionally payments will not complete correctly due to missing or incorrect information. In this case We will not be liable for any delay or non-delivery of Your Order/Booking. Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order/Booking.

### **Best Price Guarantee**

The South Outdoor Festival aims at offering Goods/Services at the best possible price. If the user finds the offer they have booked via South Outdoor Festival with the same conditions (town/city, number of people, availability) but at a lower price online, South Outdoor Festival shall pay the user, on a voluntary basis, the difference between the price paid and the lower price found on the internet.

### **How to Use Your Invoice**

You can present either a printed or a mobile Booking Confirmation (invoice) for the chosen activity at the SOF. The Invoice is valid until May 3<sup>rd</sup> 2020, 06:00PM. You have to check in and take your wristband the day you come to the SOF. This will facilitate your journey throughout your stay during the Festival. You can as well enter the attraction directly with the invoice.

### **Non-transferable SOF entry tickets**

The SOF entry tickets are not transferable to third parties after purchase from the Company. The Company is entitled to refuse entry to the SOF if SOF entry tickets offered for sale on the Service are transferred to third parties.

### **Arrival at Meeting Point and Conditions Compliance**

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You are responsible for arriving on time at the notified meeting point for the SOF. If you are travelling from abroad, you are responsible for having the necessary travel documents (passport, etc.) and for observing and respecting all the health precautions and regulations required, etc.

You are the only responsible for the children from 0 to 18 years old of age that you bring to the SOF. The Company and the SOF organizers do not have and will not have any legal and/or financial responsibility whatsoever for the children from 0 to 18 years old of age that you bring to the SOF.

### **Intellectual Property/Ownership of Content**

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The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries. In particular, all text, page headers, technical documentation, images, photographs, designs, graphics, logos, button icons, scripts, service names, product information, visual interfaces, trademarks, sounds, music, videos, streaming content, software and artwork, including but not limited to the design, structure, selection, coordination, expression contained on the Service is owned or controlled by Us, or licensed to Us, and is protected by copyright, patent and trademark laws and various other intellectual property rights and competition laws. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

All other trademarks not owned by us that appear on the Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Us. We may change the content and features of the Service at any time. You may not copy, use, republish, download, post, publicly display, transmit, reproduce or distribute in any way the content (or any portion thereof) in any manner without our prior express written permission, unless expressly permitted in the Terms. Any unauthorized attempt to copy or modify the content, or to circumvent or defeat any of the security features designed to protect the content, is strictly prohibited.

### **Your Feedback to Us/ Photography, Images and Audiovisual Recordings**

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#### **Feedback to Us**

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

### **Photography, Images and Audiovisual Recordings**

We regularly take photographs and videos for promotional and training purposes and we occasionally receive requests from television channels or other companies to film/photograph onsite. Please be aware that filming may be in progress during the event or during the activities you will be part. By attending the South Outdoor Festival (and its activities), You consent to being filmed/recorded on video and or photographed, and You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such photography, images, videos and audiovisual recordings of yourself without restriction. You give the Festival producers permission to use your image, voice, and likeness for promotional and training purposes. Any photography taken at the Festival, whether in digital or analog format, is subject to non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit without restriction to the Festival producers for use in Festival promotional and training purposes. Any artwork or performances containing Your photo, Your image, Your video, Your audiovisual recording sponsored by the Festival or taking place on Festival grounds is also subject to non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit without restriction to Festival producers for use in Festival promotional and training purposes.

### **Links to Other Websites**

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Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

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We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

### **Limitation of Liability**

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Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Conditions and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service. If You



haven't purchased anything through the Service, then the Company and any of its suppliers shall not in any circumstances be responsible towards You.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

There are risks associated with any physical activity, including Hiking, Mountain Biking, Paragliding, Paratrike, Hot Air Ballon, Canyoning, Climbing, Water Activities, Yoga, etc. By participating in any of our activities, workshops or any other activities of any nature whatsoever, whatever the cause, at the South Outdoor Festival, you assert that you are in reasonable physical condition and have no medical condition which would prevent your participation in such activities. You acknowledge and assume all risk of injuries or damages from such activities of any nature whatsoever, whatever the cause, whether known or unknown; and you knowingly and voluntarily waive all claims against the South Outdoor Festival and our Suppliers, as well as their employees, volunteers, instructors, and agents, and the Company and the Suppliers will not incur liability for any injuries or damages that you may sustain as a result of participating in such activities of any nature whatsoever, whatever the cause.

The Company is not responsible for the delivery of the Goods by the Suppliers. All responsibilities for the delivering of the Goods lie with the Suppliers. By accessing or using the Service You understand and agree that no legal and/or financial claims in respect of the Goods delivered by the Suppliers or pursuant to the Goods delivered by the Suppliers shall be made towards the Company and such claims must be made directly to the Suppliers. The Company shall have no liability in respect of any claim (financial and legal) by You/visitors concerning any of the delivered Goods by the Suppliers.

None of the following are permitted at the event: illegal or illicit substances, drugs, weapons of any kind including, but not limited to, pocket knives or self-defense sprays, flammable items or liquids including aerosols and firework. South Outdoor Festival organizers and our Suppliers will not be held liable for any loss, damages or injury which might occur at this event as a result of such items. The Company reserves the right to ask a participant to leave the event if his/her behavior is deemed inappropriate or is perceived as a threat to the safety and well-being of the event. You shall keep the environment clean.

#### **“AS IS” and “AS AVAILABLE” Disclaimer**

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The Service is provided to You “AS IS” and “AS AVAILABLE” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise,

with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, time bombs or other harmful components.

## **Insurance**

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The Company does not and shall not maintain, and at all material times has not maintained, insurance cover against all risks normally insured against by companies carrying on a similar business and/or activities, for the full replacement or reinstatement value of their business and assets and in particular it has not maintained the insurance required by law, product liability and professional indemnity insurance, for the reason that it acts as an intermediary and does not supply the Goods itself but the Goods are supplied by third parties.

The South Outdoor Festival does not provide to You or the customer/participant with any insurance, either life, travel, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with their participation in or attendance at the SOF, including without limitation the associated activities. If personal insurance of any kind is desired, this is optional and You or the customer/participant must obtain it themselves. Insurance costs, all expenses and incidents not mentioned above are Your responsibility and of the customer/participant in any or all activities associated with this SOF. In the event that You or the customer/participant chooses not to take part in any or all designated activities forming part of the SOF, You or the customers/participants will be afforded no additional compensation in exchange and there will be no refund. Further, You or the customer/participant warrants that the he/she is not aware of any pre-existing medical conditions or injuries which would place You and/or the customers/participants at risk through participation in the activities of the SOF or, if You and/or the customers/participants do have any such conditions or injuries, then You and/or the customers/participants undertake to disclose them in writing to the Company and the Suppliers prior to participating in the activities so that South Outdoor Festival can determine whether (at its sole discretion) the customer/participant may participate or not.

## **Governing Law**

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The laws of the Albanian Republic, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service.

## **Disputes Resolution**

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If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. In case the informal discussions fail, the Tirana Court of First Instance shall have competence over the claims.

## **United States Legal Compliance**

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You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a “terrorist supporting” country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability and Waiver**

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### **Severability**

If any provision of these Terms and Conditions is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms and Conditions shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## **Translation Interpretation**

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These Terms and Conditions have been translated in Albanian and We have made them available to You on our Service.

You agree that the original English text shall prevail in the case of a dispute.

## **Changes to These Terms and Conditions**

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We reserve the right, at Our sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

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If you have any questions about these Terms and Conditions, You can contact us:

- By email: [festival@south.al](mailto:festival@south.al)