



KAPPA FUTURFESTIVAL 2024

General Terms and Conditions of Purchase

1. SUBJECT

These General Terms and Conditions (GTC) regulate the distance sale as well as the contract for the supply of services, necessary and accessory to the sale of Access Tickets and other services for Kappa FuturFestival 2024.

The present GTCs are subject to modification at any time. Possible changes will become effective from the moment they are published on the Website in the “Terms and Conditions” section, situated in the website’s footer. Users are advised to regularly check this section and consult the latest “Terms and Conditions” section before making a purchase.

2. DEFINITIONS

The following definitions shall apply to these GTC:

“Website”	Refers to the official Kappa FuturFestival website (https://kappafuturfestival.it/)
“Store”	Refers to the 3rd level domain https://store.kappafuturfestival.it/ where it is possible to purchase Access Tickets and other services for Kappa FuturFestival 2024
“Organizer”	Movement Entertainment Srl, the organizer of Kappa FuturFestival 2024
“Customer”	Refers to the person who, as a result of the services offered on https://store.kappafuturfestival.it/ , purchases one or more Access Tickets or other services for KappaFuturFestival 2024 from the Organizer.
“Ticket”	Refers to the SIAE-compliant document, that may be in a digital format and issued by store.kappafuturfestival.it , that legitimizes the Ticket Holder to access the Festival and receive a RFID wristband as proof of Access.

“Ticket Holder”	Means the person who lawfully and in accordance with these GTC holds an Access Ticket purchased by the Customer.
“Event”	Refers to the show, performance or concert that the Ticket Holder has the right to access.
“Festival”	Refers to a one-day or multiple-day event with several musical performances happening in one or more locations.
“Consumer Code”	Indicates the Legislative Decree no. 206 of 6 September 2005 of the Italian Consumer Code
“Sales Contract”	The contract concluded, as a result of the services offered on https://store.kappafuturfestival.it/ , between the Customer and the Organizer and which has as its object the sale and purchase of the Tickets for Kappa FuturFestival 2024, governed by these GTC and by the information provided on the Site, prior to the conclusion of the contract, including, pursuant to and for the purposes of Articles 49 et seq. of the Consumer Code.
“Cashless”	An RFID based electronic payment system.
“Cashless Wristband” or “Wristband”	A wearable wristband that contains an RFID chip that allows for convenient and secure Cashless payments to Movement Entertainment or any of its events Vendors via a virtual wallet that can be topped-up online or at the dedicated Top-up stations onsite and can also functions as a means of identification between different types of Ticket Holders.
“Cashless Platform” or “The Platform”	An online web platform accessible at https://store.kappafuturfestival.it/ that allows the Customer to Top-up and access their account details.
“Provider”	Afeleton Proprietary Limited trading as Howler.
“Credits”	Credits exchanged for Euros.
“Virtual Credits” and “Tokens”	Credits awarded by the Organizer that are not refundable, usually during promotional campaigns.
“Account”	An account registered on the Cashless and/or Ticketing Platform
“Top-up”	The act of exchanging money with Credits at Top-up stations onsite or online on the Festival website or app.
“Top-up station”	A station at the Event where the Customer can do a Top-up or obtain assistance.
“Refund”	The act of exchanging Credits for Euros. The Refund is requested and processed post-event and has a transaction fee of 1.50 Euros. Applicable only to Top-Ups, not other products or services.

“Staff”	Personnel employed by the Organizer.
“Operator”	Personnel employed by the Organizer that operates on the Cashless System.
“Vendor”	An independent service or product provider operating dedicated point of sale stations at the Event.

3. PURCHASE

3.1 Website

3.1.1 Tickets for Kappa FuturFestival 2024 can be purchased on <https://store.kappafuturfestival.it/>. Registration on the website is required in order to make the purchase.

3.1.2 The Customer may make use of the payment method made available on the Website in order to benefit from the so-called “18App” or “Bonus Cultura” or “Carte Cultura”, under his/her sole responsibility and in accordance with the regulations laid down by the “Ministero per i Beni e le Attività Culturali”.

3.2 Security

3.2.1 Movement Entertainment Srl reserves the right to cancel an order if for any reason the bank security requirements are not fulfilled. This cancellation will be notified by email.

3.2.2 Movement Entertainment Srl also reserves the faculty and the right to cancel an order, made through “Bonus Cultura” “18App” or “Carte Cultura”, if for any reason it is executed in violation of the regulation mentioned in the previous article 3.1 (“Website”).

3.2.3 The customer will not be entitled to a refund of the Ticket price and the illegitimate use of the so-called “Bonus Cultura” “18App” or “Carte Cultura” will be reported to the “Ministero per i Beni e le Attività Culturali”.

3.3 Purchase confirmation

3.3.1 The purchase procedure will be finalized by a confirmation message on the Customer’s screen and an email sent to the address indicated during the registration process.

3.3.2 In case of non-delivery of the confirmation email, the Customer should check it’s email Junk or Spam folder. Assistance can be obtained by contacting Movement Entertainment Srl by writing to info@kappafuturfestival.it.

4. TICKETS

4.1 Duplication / Falsification

4.1.1 Movement Entertainment Srl is not responsible for any attempts to duplicate or falsify Tickets.

4.1.2 Scanners at the entrance read the unique Ticket number and barcode. Therefore, it is only possible to access once with the same Ticket (code) for each specific date mentioned on the Ticket, according to the type of Ticket purchased.

4.2 Loss / Theft

4.2.1 In case of loss, theft, deterioration or destruction of the Ticket, Movement Entertainment Srl will not be responsible for replacing or re-issuing the Ticket.

4.3 Ownership

4.3.1 Tickets are personal and cannot be given or sold to third parties unless otherwise specified and / or with the prior authorization of Movement Entertainment Srl.

4.3.2 The Ticket owners / purchasers are solely responsible for their Tickets.

4.3.3 For Ticket transfer, the Customer will use the dedicated Name Change feature available on the Platform from the date indicated in section 4.6

4.3.4 For Ticket resale, the Customer will exclusively use the dedicated Resell feature available on the Platform from the date indicated in section 4.6

4.3.5 .The Customer declares that it will not use the Entrance Tickets in breach of this provision and undertakes to hold Movement Entertainment Srl harmless and indemnified against any damage that may be caused to it as a result of breach of this warranty.

4.4 Ticket Availability and Printing

4.4.1 Tickets are electronic (PDF) and must be downloaded from the Customers' account and presented at the entrance gate indicated on the Ticket – in paper or digital form.

4.4.2 The Tickets will be available for download at least 48 hours before the event. The availability will be communicated via email and social media.

4.4.3 The Customer shall not modify the size of the Tickets during printing, in order to avoid unreadable barcodes. In case of scanning issues, it is the responsibility of the holder to reprint the Ticket or present it in a readable format.

4.5 Withdrawal Rights

4.5.1 This purchase contract for the Ticket to Kappa FuturFestival 2024 concerns the provision of entertainment services related to leisure, which Movement Entertainment Srl undertakes to deliver on a specific date.

4.5.2 Therefore, according to art. 59, paragraph I, lett. n) of the Italian Consumer Code, the right of withdrawal provided by art. 52 of this same code is not applicable. Buyers will therefore not be able to exercise this right in relation to the purchase of Tickets for Kappa FuturFestival 2024.

4.6 Ticket reselling and name changing (available from May 30 2024)

4.6.1 If the Customer wishes to resell his/her Ticket, s/he should follow the specific procedure on the Platform in the “client account” section.

4.6.2 Movement Entertainment Srl will take care of the Ticket resale, without any obligation or guarantee of result and according to the procedure and timing established by Movement Entertainment Srl.

4.6.3 Should a customer wish to change the name on the Ticket, the procedure can be found on the website in the “client account” section. The customer can then proceed to change the name for each Ticket purchased, in accordance with the conditions and timing decided by Movement Entertainment Srl. In this case, the automated process consists in the cancellation of the Ticket initially purchased for which the customer wishes to change the name, and the issuing of another Ticket in the name of the new Ticket Holder.

4.6.4 The availability of the above-mentioned options on the online retail portal will be entirely subject to the discretion of Movement Entertainment Srl.

4.6.5 In compliance with the provisions of the “Ministero per i Beni e le Attività Culturali” and based on the principle of nominalness of both the “Bonus Cultura” and the Access Ticket, the resale and name change functions of the Ticket purchased with the “18App/Bonus Cultura” or “Carte Cultura”, are not available.

4.6.6 The Customer declares that will not use the Entrance Tickets in violation of this provision and undertakes to hold Movement Entertainment Srl harmless and indemnified from any damage that may be caused to the same as a result of violation of this guarantee.

4.6.7 The Organizer does not support second-hand Tickets purchased on other Platforms thus the access with those Tickets is not allowed.

4.7 Possible Cancellation

4.7.1 If it is not possible to hold Kappa FuturFestival 2024, or if the client is unable to attend the event for reasons not attributable to Movement Entertainment Srl, the purchase contract for the Access Ticket will be cancelled, due to the unexpected impossibility of the performance, provided for by art. 1463 of the Italian Civil Code.

4.7.2 Causes not attributable to the responsibility of Movement Entertainment Srl are:

- unforeseeable circumstances,
- “force majeure”,
- facts related to the legal sphere of the purchaser and
- any legislative or administrative provision that prevents Kappa FuturFestival 2024 from taking place.

4.7.3 In case of the impossibility of carrying out Kappa FuturFestival 2024 or postponement for reasons not attributable to Movement Entertainment Srl, buyers will not be entitled to a refund of the Ticket price and commissions, nor to compensation for any possible damages suffered, nor to compensation for any direct or indirect damages resulting from the above - mentioned situation, including but not limited to, by way of example and without any limitation, those relating to travel and accommodation costs.

4.8 Subject of the contract and changes to the timetable

4.8.1 The subject of this contract is the purchase of Tickets for Kappa FuturFestival 2024 Event. Movement Entertainment Srl undertakes to provide a three-day electronic music festival experience, with food & beverage services present within the event area.

4.8.2 This is the exclusive scope of the obligation assumed by Movement Entertainment Srl with reference to the accuracy of the due performance.

4.8.3 Movement Entertainment Srl therefore, reserves the right to make any changes to the musical programme of Kappa FuturFestival 2024.

4.8.4 Any changes to the lineup, therefore, cannot constitute a non-fulfilment, even partial, of the entertainment service offered by Movement Entertainment Srl and will not give the right to any reduction or refund of the price of the Ticket to Kappa FuturFestival 2024.

5. CASHLESS

5.1 Use and scope

5.1.1 The Cashless Wristband allows for convenient and secure Cashless payments to any of the Organizer's event vendors via a virtual wallet that can be topped-up online or at the dedicated Top-up stations.

5.1.2 The Cashless system forms the sole means by which payment can be made during the event. No cash or cards will be accepted at points of sale.

5.1.3 The Wristband is personal, is associated with a nominal Access Ticket and must not be exchanged with others.

5.1.4 If the bearer of the Wristband is not the Ticket Holder, the Wristband will be voided by Operators to forbid the purchase and authentication features and the Ticket holder will be removed from the event

5.1.5 The Organizer and the Provider are not responsible for any loss of funds that may arise from Ticket or Wristband mishandling and exchanging.

5.2 Validity

5.2.1 The Credits on the Cashless Wristband will be valid for **7 days** from the first Event access.

5.2.2 Unless it is linked to an account before the expiration date or a refund is requested, the Credits will be voided.

5.3 Refund

5.3.1 The Customer can request a refund by registering to the Platform, linking the Cashless Wristband and adding the banking details.

5.3.2 If the information provided is incorrect, the Organizer and the Provider are not responsible for any loss of funds.

5.3.3 Refunds are issued through a bank transfer with a processing fee of **€1.5**. If the available funds are less than the processing fee, the refund will not be processed.

5.3.4 A refund can take up to **30 days** from the date of the refund request.

5.3.5 Bonus Credits are not eligible for a refund.

5.4 Loss/Theft

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

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

5.4.3 In the eventuality of the Wristband being misplaced after the Event, the customer must contact the Organizer with the contact form available at <https://kappafuturfestival.it/>.

5.5 Liabilities and limitation thereof

5.5.1 The Organizer retains the right to restrict access to the credit on the Wristband, temporarily or permanently, should suspicious activity in connection with the Wristband be noticed, and will notify the Customer if so.

5.5.2 The Organizer has no liability for restricting access to the Wristband because of suspicious activity.

5.5.3 Access will be reinstated if it is determined that there has been no unauthorized use of the Wristband.

5.5.4 If the Organizer does not complete a transfer from the Wristband in the correct amount (other than for restrictions because of suspicious activity), it will be liable for the difference between the transferred amount and the correct amount.

5.5.5 The Organizer will not be liable:

- a. For any loss of funds caused by the loss of the Wristband;
- b. For any loss of funds caused by the Customer's failure to register on the Platform and link the Wristband;
- c. If the Wristband is voided due to the fact that the Wristband bearer is not the Ticket Holder of the associated Ticket.
- d. If the Wristband has expired, or is damaged or revoked;
- e. If circumstances of force majeure beyond Organizer's control (such as flood or fire) prevent a transaction

f. The customer does not have enough money available on the Wristband to make a purchase;

6. ACCESS

6.1 Access

6.1.1 To access the Festival it is necessary to show the Ticket, together with an identity document at the entrance gate.

6.1.2 Only one entrance per day is allowed. The Customer can't re-enter the Event during the same day.

6.1.3 Persons under 18 years of age are not allowed to enter.

6.2 Security checks

6.2.1 At its sole discretion, and / or in agreement with the Public Security Authority, Movement Entertainment Srl reserves the right to refuse entry to guests it considers inappropriate.

6.2.2 Furthermore, the Public Security Authority reserves the right to carry out admittance controls on all participants.

6.3 Access Denial

6.3.1 Movement Entertainment Srl reserves the right to deny access in the following cases:

- Minors under 18 years.
- Refusal to undergo security searches,
- failure to comply with staff or Authorities instructions,
- irregularity of the Ticket,
- lack of correspondence between the name on the Ticket and the Ticket Holder,
- Evident impaired state of the Ticket Holder.
- Attempts to re-access once left the venue.

6.3.2 If access is denied for one of the above-mentioned reasons, it will not be possible to get a refund of the Ticket or any other costs incurred.

6.4 Forbidden objects

6.4.1 The updated list of forbidden objects is available on kappafuturfestival.it.

6.4.2 Movement Entertainment Srl reserves the right to deny entry to anyone found in possession of any object featuring on the list and to report the owner to the police.

6.4.3 No trading or promotional activity is allowed within the site without Movement Entertainment Srl's prior written consent. Any unauthorised traders will have their

goods confiscated (including any goods with the unauthorised use of Kappa FuturFestival logos) and not returned and may face eviction from the Event.

6.5 Health requirements

6.5.1 Accessing the festival is subject to the fulfillment of health requirements prescribed by Italian law. These requirements will be checked at the entrance.

6.5.2 Access will be denied to those who do not meet the requirements.

6.5.3 If entry is denied due to lack of health requirements, it will not be possible to get a refund of the Ticket or of any other costs incurred.

6.5.4 Movement Entertainment Srl will publish the entry procedures and health requirements on its online communication channels. It is the user's responsibility to check and make sure that they comply with these requirements.

7. SAFETY&SECURITY

7.1 Alcohol

7.1.1 The user acknowledges that excessive alcohol consumption is dangerous. Movement Entertainment Srl takes all the necessary measures to prevent any episode of this nature by prohibiting the sale of alcohol to obviously impaired guests and minors, but will not be held responsible for any damage caused by excessive consumption.

7.1.2 At its sole discretion, and / or in agreement with the Public Safety Authority, Movement Entertainment Srl reserves the right to ask guests whose behavior it considers inappropriate to leave the venue.

7.2 Noise

7.2.1 During the event, the noise level can be very high inside the venue.

7.2.2 The Customer recognizes this and undertakes to wear suitable hearing protection if needed.

7.2.3 Movement Entertainment Srl will not be held responsible for any possible hearing damage.

7.3 Evacuation

7.3.1 In the interest of public safety, Movement Entertainment Srl reserves the right to evacuate the venue, or parts of it, at any time.

7.3.2 In this case, it will not be possible to obtain a refund of the Ticket or any other costs incurred.

7.3.3 At the end of the event, the guest will be asked to proceed in an orderly manner to the designated emergency exits.

7.3.4 No admission or readmission is allowed before or after the end of the event.

8. PERSONAL DATA

8.1 Privacy Policy

In order to provide the service, Movement Entertainment Srl collects certain personal data. To find out the type of data collected and its use please visit <https://www.kappafuturfestival.it/legal/privacy-policy>.

8.2 Audio and Video Recordings

8.2.1 During the event, video footage and photographs will be taken for publication and diffusion purposes related to promotional and communication activities (websites, mass media, social networks, etc.). Movement Entertainment Srl and other entities will therefore be able to take photographs or record videos in public areas.

8.2.2 The customer authorizes, free of charge and without time constraints, the transmission and publication and / or diffusion of any form of audio, video or photographic material in which the guest appears represented or is in any case recognizable.

8.2.3 Considering the fact that the aforementioned material, once made public, can be acquired and republished by third parties, even without the consent of Movement Entertainment Srl or the interested party, the customer will not hold Movement Entertainment Srl responsible for any prejudicial effect that may derive from an abusive or incorrect use by third parties of the aforementioned audio-photo-video material.

8.2.4 Photographs or moving images taken at Kappa FuturFestival cannot be included in any sponsored programme or in any form of advertising without specific approval.

8.2.5 Photography is restricted or prohibited in certain areas: welfare and medical areas, the main entry gates, security and police compounds and all backstage areas.

9. APPLICABLE LAW AND JURISDICTION

9.1 The Contract is subject to Italian law.

9.2 Any dispute relating to the purchase, execution and interpretation of these Terms and Conditions or the Contract shall be subject exclusively to the jurisdiction of the court of Torino.