

# OFFICIAL REGULATIONS BEACH, PLEASE! FESTIVAL 2024

### 1. INTRODUCTION

- 1.1. The Beach, Please! regulations (from now on, "the Regulations") apply to the organization and conduct of the Beach Please! The Festival (starting now "the Festival") is co-organized by the companies GLOBAL RECORDS SRL and URBAN NIGHTS SRL (from now on, "the Organizer") and contains the provisions that each volunteer collaborator or Participant of the event (in the future "Participant" or "Participants") agrees to comply with.
- 1.2. By purchasing a ticket or participating in the Festival, the Participant declares that they have read, understood, and agreed to follow the Regulations.
- 1.3. The Regulations are valid indefinitely.
- 1.4. Participants agree that the Organizer has the right to unilaterally modify the Regulations without prior notice to them. If the Regulations are modified, such changes take effect immediately after being published on the Festival website (www.beach-please.ro). The Organizer specifies that the Regulations can be modified after purchasing the ticket, even immediately before the Festival. The Organizer recommends that participants monitor any changes to the Regulations on the Festival website.
- 1.5. The Festival will occur July 10, 11, 12, 13, 14 2024, in Costinești. The Organizer may unilaterally modify the dates of the Festival, and the Festival may be canceled in case of force majeure or unforeseen circumstances. Official recommendations or the enactment of legal norms by public authorities that make it impossible or excessively burdensome to conduct the Festival under the conditions envisaged by the Organizer are assimilated to cases of force majeure.
- 1.6. The Organizer aims to make the Festival a safe place where all Participants feel welcome and comfortable and where no one is discriminated against or harassed. We wish for all Participants, regardless of sex, orientation, culture, religion, ethnicity, or disabilities, to be themselves, feel safe, and be respected within the Festival. To achieve this, we expect all Participants to behave responsibly.

### 2. ENTRY INTO THE FESTIVAL



- 2.1. Entry is allowed only based on a ticket, and access is permitted to the public starting each Festival day at 14:00.
- 2.2. Access is allowed only through specially designated areas.
- 2.3. Upon entering the Festival perimeter, the Participants will be able to acquaint themselves with the Regulations, which will be displayed in a visible location.
- 2.4. Each Festival Participant must have an identity document for age verification and the ticket in print or digital format.

## 3. ACCESS FOR MINORS AND PERSONS WITH DISABILITIES

- 3.1. Access for minors under 14 is not allowed within the Festival.
- 3.2. Access to the Festival is allowed for all persons aged 14 with a legal guardian
- 3.3. For those aged between 15 and 18, a commitment declaration completed by a parent, guardian, or legal representative in original, which they must carry throughout the Festival, is required. With this declaration, minors entering the Festival area are permitted, regardless of whether they are accompanied.
- 3.4. The responsible person will provide contact details in the commitment declaration, which can be contacted in emergencies.
- 3.5. The Organizer assumes no responsibility regarding the verification of signatures or the manner of signing the declarations; these aspects remain the responsibility of the persons presenting the declarations.
- 3.6. access for minors under 18 is strictly prohibited in some areas of the Festival.
- 3.7. Persons with disabilities classified in a category of disability and their companions benefit from facilities within the limit of 100 subscriptions for the Festival (50 for persons with disabilities + 50 for their companions).
- 3.8. To benefit from this facility, adults or legal representatives of minors must send a request expressing their desire to participate in the Festival to help@beachplease.ro. They must also submit a sworn statement indicating the degree of disability, accompanied by a copy of the document issued under the law that shows the type and degree of disability or, where applicable, a copy of the ID card granted to persons with disabilities. Only a complete request or sent to a different email than the one mentioned above will be considered.
- 3.9. The registration period to benefit from the 2024 edition's free access is from 01.01.2024 to 10.04.2024. Requests sent outside this period will not be considered.

- 3.10. Since this facility is granted a limited number of places, free access will be awarded based on the order of received requests. In this regard, applicants will receive a confirmation email from the Organizer.
- 3.11. To the extent that the number of requests mentioned above that follow all the conditions is reached, the Organiser shall not be obliged to respond to these requests.
- 3.12. Access for persons with disabilities will only be granted based on the identity card of the disabled person, the identity card of the accompanying person, a copy of the document issued by the law showing the type and degree of disability, or, where applicable, the identity card issued to the disabled person; the document showing the status of accompanying person; parental consent/special authorization, if applicable.
- 3.13. The Organiser reserves the right to refuse access to the Festival area to disabled persons who do not present the documents mentioned in point 3.12 above. Suppose the Organiser's representatives have justified doubts about the validity or authenticity of the papers presented. In that case, the Organiser reserves the right to make the necessary checks and deny access to the person concerned.
- 3.14. Except applying the legal obligations concerning the rights of disabled persons at events such as the Festival, the Organiser shall not be liable for any incident/ accident involving disabled persons, and the entire responsibility shall lie with the disabled persons and/or their accompanying persons.

## 4. WHAT IS PROHIBITED/ALLOWED TO BRING

- 4.1. Participants are prohibited from entering the Festival perimeter in intoxication or under the influence of psychotropic substances.
- 4.2. The introduction of the following items into the Festival perimeter is prohibited:
- a) Any psychotropic substances;
- b) Alcohol;
- c) Bottles (including perfume or deodorant bottles);
- d) Flammable cosmetic products (sunscreen is allowed);
- e) Backpacks or pouches larger than 29cmx21cmx12cm;
- f) Baby bottles;
- g) Cans;
- h) Fireworks or any pyrotechnic articles;

- i) Lasers;
- j) Sprays;
- k) Banners supported by sticks or metal/wood structures;
- I) Chairs;
- m) Knives, weapons, blunt objects;
- n) Chains;
- o) Food or drinks;
- p) Animals;
- q) Umbrellas (raincoats will be used in case of rain);
- r) Flammable or explosive materials;
- s) Any objects that could injure other Participants.
- 4.3. Participants must submit any searches conducted by the security team members to anybody. If violations of the Regulations are discovered, the security team members will escort the offending Participant out of the Festival perimeter. The affiliated authorities will be immediately notified to take all legal measures to eliminate these risks.
- 4.4. Participants are recommended not to bring into the Festival perimeter materials or objects that can be used as projectiles (e.g., lighters, bulky keychains, etc.)
- 4.5. Furthermore, access to bicycles, skateboards, scooters, musical instruments, graffiti, advertising materials or content of a political nature, drones, and audio systems is not permitted.
- 4.6. If upon checks carried out at the entrance or within the Festival perimeter, it is discovered that objects violating the Regulations have been introduced, these will be confiscated and not returned later. Participants have the right to return from the Festival entrance check and leave the respective items in a space outside the Festival (car, hotel). Exceptions are made for illegal items or those illegally possessed.
- 4.7. Participants acknowledge that any commercial activity or advertising, and the promotion of products, services, activities, ideas, cultural or political movements without the written consent of the Organizer, regardless of means, whether online or offline, within the Festival, is prohibited.

- 4.8. Access to the Festival with medications such as insulin, drops, and asthma inhalers is allowed only if accompanied by a medical letter or any substitute document and in the maximum daily recommended quantity.
- 4.9. Before entering the Festival, The security team members will perform body and bag searches of bags, backpacks, and pouches each day.
- 4.10. Refusal of a body search will result in denying the Participant access to the Festival perimeter.
- 4.11. Access to compact cameras and video recorders is allowed. If you wish to post them, please use #beachplease.
- 4.12. Along with your identity document, valid ticket, and the parent/guardian declaration where applicable, we recommend you only carry essential items phone, wallet, medications, etc., in a small-sized pouch, backpack, or bag that you can easily supervise at all times. The Organizer assumes no responsibility for lost/stolen items within the Festival perimeter. If you find a lost item within the Festival perimeter, please hand it over to one of our volunteers or directly at the information points.

### 5. MEDICAL CONDITIONS

- 5.1. Participation in the Festival is at one's own risk, with participants declaring through the purchase of an entry ticket that they are physically and mentally fit.
- 5.2. Individuals with medical conditions or medical histories are requested to register at the nearest first aid point. They can only attend the event with a companion. People with mental or physical illnesses for whom crowded areas, loud noises, and exceptional audio, visual, and sound effects pose a risk assume full responsibility for any harm they might suffer by participating in the Festival. The show may also include strong lighting effects, which could be harmful to pregnant women, children, or individuals with epilepsy.

## 6. PHOTO AND VIDEO RECORDINGS

- 6.1. Throughout the Festival, the Organizer, its partners, or accredited press have the right to record and photograph within the perimeter. Participants acknowledge and agree that they may appear in these materials without any material claims of any other nature (including those attached to image rights). Moreover, the Organizer can use and publish these materials through various means (YouTube, Instagram, Facebook, TikTok, etc.) and utilize them in advertising campaigns without providing any material compensation to the Participant.
- 6.2. Participants can film and/or photograph within the Festival perimeter only for personal purposes and with non-professional equipment (e.g., mobile phone, tablet,

compact camera). Suppose some artists prohibit filming and photography. In that case, the Organizer will announce to the public that these will be forbidden during their performances.

- 6.3. Without the Organizer's consent, participants are not allowed to use recordings made during the Festival, whether for free or for a fee, so as not to violate the personal rights of other participants.
- 6.4. The Organizer is absolved of any liability if participants do not adhere to the above mentioned rules.
- 6.5. The Organizer has the right to record, through its own means or through third parties, the entire Festival (artistic programs, related activities, etc.) and make public, by any means, the recorded materials, including for the event's promotion.

## 7. PROCESSING OF PERSONAL DATA

- 7.1. The festival perimeter is monitored with video cameras for safety.
- 7.2. The processing of personal data captured through surveillance cameras takes place at any time within the Festival perimeter, and by purchasing the ticket, participants explicitly consent to this processing.
- 7.3. According to EU Regulation 679/2016 (GDPR), participants have the right of access, rectification, the right to have data deleted or processing restricted, the right to data portability, the right to object, and the right not to be subject to a decision based solely on automated processing.
- 7.4. To exercise these rights, participants can submit a written, dated, and signed request to help@beach-please.ro

## 8. SECURITY AND SAFETY ASPECTS

- 8.1. During and within the Festival perimeter, participants must follow the instructions of security agents, collaborate with them, and adhere to instructions in case of emergency. In the unfortunate event of an incident involving violence or endangering the bodily integrity of other participants, the security personnel may decide to evacuate the involved participants from the area where the event is taking place.
- 8.2. If areas reach their maximum authorized capacity, the Organizer reserves the right to temporarily stop access to certain areas.
- 8.3. The Organizer informs participants that extreme weather conditions, such as torrential rain, hail, thunder, lightning, etc., exits from the Festival may be crowded. Therefore, participants must remain calm and follow instructions from access and security teams.

- 8.4. For security reasons, the Organizer reserves the right to interrupt or stop the Festival; to prevent a participant from leaving the Festival perimeter until further notice; to ask a participant to leave the Festival perimeter; to deny access to the Festival perimeter to a participant, even if they hold a valid entry ticket.
- 8.5. The Organizer has the right to periodically check participants, either randomly or due to suspicions reported by them or the security/protection team, and to confiscate any prohibited items found on them.
- 8.6. The Organizer announces that all Festival participants must submit to control both at the entrance and inside, in exceptional cases or at the request of the security/protection team or gendarmerie.
- 8.7. If the Organizer deems that a participant endangers the safety of other participants, creates a situation of discomfort for them, or behaves in a manner that affects the smooth running of the Festival or the atmosphere of the Festival, the Organizer reserves the right to escort such a participant out of the Festival perimeter and to deny them re-entry.
- 8.8. Specifically, for the smooth running of the Festival, the Participant has the following obligations:
- a) To immediately communicate to the security team and/or the Organizer's representatives any situation they have reasonable grounds to consider a danger to the security and health of participants;
- b) To inform the security team and/or the Organizer's representatives of any incidents suffered by themselves;
- c) To cooperate with the security team and/or the Organizer's representatives, competent authorities, and volunteers to ensure the smooth running of the Festival without risks to security and health;
- d) To comply with the provisions of security and health legislation and the measures for their application;
- e) Participants who notice a fire must notify the security team and/or the Organizer's representatives by any means to limit and extinguish the fire;
- f) In case of a fire, every Participant is obliged to provide assistance;
- g) To follow the laws regarding smoking in enclosed spaces (smoking in enclosed spaces within the Festival area is strictly prohibited).

## 9. WHAT SHOULD I KNOW ABOUT THE FESTIVAL AREA?

- 9.1. Within the Festival perimeter, you will find a variety of stages, zones, and activities. Besides the main stage, secondary stages are organized. The food court area offers Participants an array of snacks, food, and drinks.
- 9.2. Numerous relaxation and lounging areas will be provided within the Festival perimeter. Information points and first aid stations will be marked on the Festival map. Participants are advised to identify them carefully and seek information or help from a staff member if needed.
- 9.3. Participants will have limited entries and exits, specifically, 3 entries to the Festival territory, provided they have an intact Festival bracelet on their wrist.
- 9.4. If a Participant purchases their ticket from platforms other than those provided by the Organizer, they assume the risk that the ticket may not be valid. In this case, access to the Festival will not be permitted.
- 9.5. Participants must respect and not damage any materials and constructions within the Festival premises.

#### 10. MERCHANDISE/COPYRIGHT

- 10.1. The Organizer holds all intellectual property rights over trademarks, logos, email addresses, domain names or URLs, signs used in correspondence, databases, graphic elements, emails, business cards, and other materials, signs, logos, brands, as well as over materials, texts, and all information, whether registered or not, from the Festival site or other online channels/platforms related to the event. These cannot be used, transferred, assigned, modified, or distributed without the express written consent of the Organizer. All are subject to intellectual property legislation.
- 10.2. The Organizer holds intellectual property rights over all works created by its collaborators and/or employees during the Festival, such as photographs, filming, texts, etc.
- 10.3. The Participant cannot use, copy, distribute, publish, or incorporate such marks/information as mentioned above in any form to generate income without the prior written and express permission of the Organizer.

## 11. PAYMENT IN THE FESTIVAL, WRISTBAND, ELECTRONIC CARD

11.1. Purchasing food, non-alcoholic or alcoholic beverages, and other items within the Festival will be done using a rechargeable bracelet or electronic card. Upon presenting a valid ticket and an identity document, bracelets will be received at the entrance. Cards can be picked up from specially arranged centers within the Festival. Both devices can be loaded with the desired amount of money at the designated recharge points within the Festival.



- 11.2. Maintaining the integrity of the bracelet is the sole responsibility of the Participant, who is solely liable in case of loss or damage.
- 11.3. Participants must wear the bracelets during their validity, on the wrist, or, in exceptional and well-justified cases, in another visible place, provided that the bracelet cannot be removed without damage. Festival organizers may inspect bracelets at entry, exit, and throughout the Festival perimeter during the entire duration of the Festival.
- 11.4. Damaged bracelets that have been resealed or cut, whose closing system has been opened, those with a diameter more significant than the wearer's wrist, or which have been tampered with in any way are invalid. The Organizer reserves the right to retain such bracelets, deny access to the persons in the Festival, and report the situation to the competent authorities.
- 11.5. The Organizer will not replace damaged or lost bracelets except in cases where the Participant can legally prove the purchase of the ticket associated with that bracelet. Participants unable to provide such proof lose their right to be within the Festival perimeter and will be excluded.
- 11.6. In the event of loss or damage to the bracelet, the Participant must purchase a new ticket for that day if they wish to remain within the Festival premises.
- 11.7. Bracelets are non-transferable.
- 11.8. Participants can request a REFUND for the remaining funds on the bracelet until the event's conclusion on 14.07.2024.

### 12. LIMITATION OF LIABILITY OF THE ORGANIZER AND FORCE MAJEURE

- 12.1. The Organizer does not guarantee the duration of the entry process, given the large number of visitors.
- 12.2. The Organizer recommends that all Participants arrive at the Festival a few hours before the concert they wish to attend.
- 12.3. The Organizer does not guarantee the possibility of entering the Festival at the desired time or the possibility of participating on time at the desired concert and explicitly excludes refunding the ticket price to the Participant, granting a subsequent discount, or payment of damages, compensation, or any form of compensation to the Participant.
- 12.4. Once the Participant has received the access bracelet, the Organizer is no longer responsible for its integrity. The Participant does not have the right to claim compensation due to the loss or destruction of the bracelet.

- 12.5. The Organizer is not responsible for losing, damaging, or stealing the Participant's property.
- 12.6. The Organizer excludes liability for damages on the Festival territory that are not the direct and exclusive cause of faulty organization.
- 12.7. Within the Festival, the Organizer may unilaterally make changes to the program (artistic, organizational, etc.) based on various situations that may arise. The Participant does not have the right to claim compensation in the event of these changes, nor the right to a refund of the ticket price.
- 12.8. The Organizer reserves the right to modify, restructure, and further develop the Festival, services, and products offered at its discretion, based on needs. Participants do not have the right to make claims against the Organizer regarding these changes, restructuring, or subsequent developments.
- 12.9. Therefore, the Organizer does not guarantee the Participant the availability, content, quality, and quantity of programs and services (such as the appearance or performance of a particular artist on stage, whether the performance of a specific artist will meet the Participant's expectations, or the opportunity to participate in a particular artistic program and/or at a specific location). These elements may take shape based on the area's unique characteristics, extraordinary situations, and the equipment present.
- 12.10. However, the Organizer will make all efforts to offer the programs and services communicated in advance and, if providing them becomes impossible, to replace the canceled program or communicated service in advance with another program or service.
- 12.11. The Organizer is not obliged to cancel the Festival in case of unfavorable weather; however, if the authorities request the suspension or closure of the Festival by the Organizer due to force majeure or unforeseen circumstances, the Festival or part of it will be canceled/suspended. The Organizer cannot be held responsible for its closure/suspension.
- 12.12. Participants expressly note that they can also purchase products and services related to the Festival offered by other contractual partners, not the Organizer. In such cases, the contract is concluded directly between the Participant and the contractual partner, and the rights and obligations arising from the legal relationship apply exclusively to the Participant and the contractual partner.
- 12.13. Participants expressly confirm upon purchasing the entry ticket that they will not hold the Organizer responsible and will not make any claims against it in the event of any accidents and/or any damages suffered by them within the Festival

perimeter caused by acts, deeds, or omissions of other natural or legal persons (such as service providers, food, drink, or equipment suppliers) and which are not caused by the direct fault of the Organizer.

- 12.14. Upon purchasing the entry ticket, participants expressly confirm that they cannot make any claims against the Organizer regarding the respective products and services or the contract for those products and services. The Organizer also declares that it is not liable in any way regarding the products and services provided by contractual partners. Participants may use the services and products supplied by contractual partners solely at their own risk. The Organizer assumes no responsibility for damages arising from or suffered concerning the purchase or use of services and products provided by contractual partners.
- 12.15. The Organizer will be liable only for intentional contractual breaches directly attributable to it and contractual breaches that endanger human health, integrity, or physical health if the respective damages are caused exclusively by the Organizer and could not have been avoided by the Participant through due diligence and excludes any liability beyond the explicit legal rights of Participants concerning any injury, including those affecting human life, integrity, or physical health or material damages.
- 12.16. Considering that there is no contractual relationship between the Organizer and the unauthorized Participant (i.e., a person participating in the Festival without a valid ticket), the Organizer explicitly excludes any liability towards the unauthorized Participant and for all claims that a consumer might raise.
- 12.17. Participants and unauthorized participants are fully responsible, both under civil law and criminal law, for any damage they have caused to the Organizer, its contractual partners, or other Participants.
- 12.18. The Organizer is not responsible for the illegal activities or omissions of any Participant, unauthorized Participant, or pet. Suppose a Participant or unauthorized Participant causes any damage to another Participant or unauthorized Participant. In that case, the latter must direct any action against the guilty person for the repair of the damage, not against the Organizer.
- 12.19. The Organizer is not responsible for any damage that may occur outside the Festival perimeter or on the way to or from the Festival area because the Organizer can be held accountable, observing the exclusions above from this section, exclusively only for damages that occur within the Festival perimeter and only if the conditions provided in the present Regulation for the engagement of the Organizer's liability are met.

- 12.20. The Organizer has the right to terminate the legal relationship with the Participant (holding a ticket or bracelet) who has violated any provision of this Regulation in connection with the Festival. In such a case, the Organizer may invalidate the Participant's ticket or remove their bracelet, and the Participant will be required to leave the Festival. Furthermore, the Organizer reserves the right to refuse the purchase of a new ticket by the respective Participant for the duration of the Festival or, if they obtain a ticket to the Festival, to refuse their access to the Festival premises without granting any right to compensation.
- 12.21. In addition to the immediate termination of the legal relationship with the Participant, the Organizer has the right to subsequently deny their access to the Festival.
- 12.22. The Participant consents to receive appropriate medical treatment in case of injury, accident, or illness during the Festival and completely exonerates the Organizer and all individuals participating in providing the respective medical treatment for any such actions.
- 12.23. The Organizer is not responsible for how first aid and medical assistance are provided.
- 12.24. The Festival will feature various high-intensity light games and pyrotechnic effects that could harm children or people with epilepsy.
- 12.25. Also, the Organizer does not assume responsibility for any possible injuries or damages arising from fireworks or pyrotechnic effects. Participants assume full responsibility for their ability to participate physically/psychologically in various activities within the Festival.
- 12.26. Participants are recommended to undergo specialized medical checks before participating in activities requiring high effort.
- 12.27. The Organizer will have no responsibility for any damage (direct or indirect) resulting from the use or inability to use the information presented in connection with the Festival.
- 12.28. Without any prior notification, the Organizer may delete, modify, or add any information on the site, suspend any activity on the site, and in the case of references to other Festival sites, does not guarantee and/or confirm in any form the type of information that can be found on these sites.
- 12.29. The value of purchased tickets will not be refunded in the event of the Festival's cancellation by the Organizer due to causes falling under force majeure or unforeseen circumstances. Force majeure or unexpected circumstances refer to any external and unpredictable event such as, but not limited to, storms, threats or risk of

terrorist attack, acts of public authorities, whether legitimate or not, epidemics, pandemics, accidents, explosions, fires, floods, torrential rains, earthquake, social conflicts, central short circuit, high risk to health, or any other cases that could not be foreseen or avoided through diligence and prudence by the Organizer.

- 12.30. Moving the event location does not constitute a reason for refunding the value of the tickets.
- 12.31. The Organizer unilaterally modifies the festival date in case of force majeure or unforeseen circumstances without any obligation to refund the ticket price to the Participant.
- 12.32. Suppose the event is rescheduled due to causes exclusively within the Organizer's will. If so, the ticket value may be refunded. Still, the request for refunding the value must be sent within 30 days from the date of the FestivaFestival'slation exclusively to the email address help@beachplease.ro.
- 12.33. In the event of the ticket holder's death, the Organizer will refund the paid ticket value provided the applicant presents justifying documents that prove the event (for example, a death certificate).

## 13. SANCTIONS

- 13.1. The Organizer has the right to prohibit a Participant's access to the Festival premises, either entirely or partially, or to invite the Participant to leave the Festival premises in case of violation of the Regulations or any law in force in Romania.
- 13.2. Using false identity documents will be considered identity fraud under Article 327 of the Penal Code. Entry to the Festival will be denied.
- 13.3. Forging tickets or bracelets will be considered forgery of official documents according to article 320 of the Penal Code, and entry to the Festival will be denied.
- 13.4. The Organizer will redirect cases of forgery to the criminal authorities to initiate criminal prosecution.

## 14. OTHER PROVISIONS

14.1. During the Festival, vehicular and pedestrian traffic will be restricted on the street that borders the show area throughout the three days of concerts between 12:00 PM and 6:00 AM.

### 15. DISPUTES

15.1. Any conflict that arises between the Organizer and the Participant due to participation in the Festival will be resolved amicably. If this is impossible, resolving disputes falls under the jurisdiction of Romanian courts in Bucharest.

15.2. The applicable law will be Romanian law.