Rules & regulations and sales contract conditions

September 2023

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1. Premise

The purchase of tickets assumes complete acceptance of these Regulations.

Failure to respect each and every indication contained in these regulations can result in the ticket holder(s) being refused admission to the Arena Amphitheatre or being turned away, with no later right to reimbursement.

Fondazione Arena di Verona reserves the right to make any changes that may be necessary to the announced schedule's dates, hours and/or production necessary to comply with any new provisions on behalf of the Authorities. Any such changes do not justify requests for tickets' cancellation/reimbursement.

In the event of changes, the Fondazione will do the utmost to inform ticket holders. Nevertheless, spectators are responsible for keeping themselves informed of any changes by periodically consulting the official Web

site: www.arena.it

The spectator undertakes to comply with all health-related regulations in force at the time of the show, which will be suitably notified on the website www.arena.it and at the Arena amphitheatre.

At the moment of purchasing a ticket, the holder, as a member of the audience, agrees to and authorizes audio/video recordings during the staging of the show and any relative present and future use of said recordings on behalf the Fondazione, without having a right to any compensation whatsoever.

2. Sales contract conditions

2.1. Subject

The following General Conditions of Contract regulate the sale of Tickets (defined ahead) for show events and/or cultural entertainment, carried out by Fondazione Arena di Verona or TicketOne.

2.2. Definitions

The following definitions are applied to the General Conditions of Contract, and it is understood that the definitions in plural form will be applied to the relative singular term and vice versa:

- TicketOne: TicketOne S.p.A., a leading joint-stock company in Italy providing of ticketing, marketing, information and e-commerce services for shows, sport, and culture, with registered office in Via Vittor Pisani 19 20124 Milan Italy. TicketOne is the company to which the Fondazione Arena di Verona ticket sales service has been adjudged.
- Client: the subject who purchases Tickets for the shows organized by Fondazione Arena di Verona.
- Contract: the agreement established between the Client and Fondazione Arena di Verona and, if applicable, with TicketOne, regarding a specific purchase of Tickets, to be considered as regulated by these General Conditions of Contract.

- Ticket holder: the person who, legitimately and in compliance with these General Conditions of Contract, holds a Ticket purchased from the Client.
- Event: the event, show or performance for which the Ticket is issued.
- Fondazione Arena di Verona or more briefly indicated as Fondazione: the subject that organizes the Event regarding which the relative Ticket has been issued.
- Tickets: the documents (including those in digital format) issued by Fondazione or TicketOne that give the Ticket Holders the legitimate right to admittance to the Event Venue.
- Event Venue: the buildings and land that form the locations in which a specific Event is held.

3. Sales Channels

Tickets for the Arena Opera Festival shows are on sale exclusively through the following official authorized channels:

- Online at www.arena.it
- Fondazione Arena di Verona ticket offices
- Official call center +39 045 800 5151
- Authorized ticket vendors

4. Tickets

All those who intend entering the event venue must hold a valid Ticket. The regulations that are applicable to the Client are applied to them.

Personal registration (name/surname, address, e-mail, number telephone, date of birth) is necessary (and compulsory) before proceeding with the purchase and must be carried out just once.

All tickets are issued in the purchaser's name, following personal registration.

Tickets cannot be sold by Clients or be subject to intermediation without prior agreement with Fondazione Arena di Verona according to current legal provisions.

Ticket sale (or re-sale) by unauthorized parties is prohibited.

Tickets must be purchased through official Fondazione channels. In the event of Tickets having been purchased by the Client from subjects other than the aforementioned, or if the Tickets have been lost, stolen, copied or obtained in contrast with these General Conditions of Contract, the Ticket Holder may not be authorized admission to the Event Venue by the Fondazione or may be obliged to leave it.

Tickets cannot be re-sold for profit at a higher price than that shown on the ticket and, in particular, in violation of the provisions of paragraphs 545 and 546 of Art. 1 of law 232/2016 and relative implementation legislation on matters of secondary ticketing; the Fondazione reserves the right to proceed with reporting any such facts to the appropriate Authorities.

The Fondazione declines any and all responsibility that may arise from the characteristics, quality and prices of tickets purchased irregularly through unauthorized sales channels. In the event of it being ascertained that tickets or season tickets have been purchased from subjects or through unauthorized channels or if the tickets or season tickets have been copied or obtained in contrast with these Regulations, admittance will not be authorized to the venue.

4.1. Ticket price and commission

The prices shown on the tickets and published on Fondazione Arena di Verona programs are official prices of sale, including relative taxes and duties.

Any commission and/or advance sales charges must be clearly indicated when tickets are purchased.

Fondazione Arena di Verona has the faculty to establish a maximum number of tickets that can be purchased by any individual person for each show.

All the seats to be allocated will be numbered and the relative numbers shown on the tickets. Fondazione Arena di Verona will not issue unnumbered tickets.

Tickets cannot be copied and are only valid for the date shown on them (except when otherwise indicated on the ticket regarding any possibility of recovery on another date in the event of cancellation due to bad weather).

Tickets purchased cannot be modified, reimbursed or returned, unless in the event of cancellation due to bad weather (according to the procedure indicated at point 6) or in the event of precise laws and governmental provisions having been issued. In the event of shows for which the possibility of recovery on another date is foreseen (explicitly indicated on the ticket or stated by the organizer) in the event of cancellation due to bad weather, reimbursement will only be due in the event of the second recovery evening being cancelled due to bad weather (according to the procedure indicated at point 6). Spectators accept without reservation and as of now any future regulations that prohibit cash reimbursement in favour of reimbursement by means of the issue of vouchers to be used on another date.

In the event of tickets not being used due to hindrances of a personal nature, reimbursement is not foreseen on behalf of the Fondazione of either the tickets or of any service commission.

Fondazione Arena di Verona reserves the right, for organization or safety reasons, to modify the seats allocated, re-positioning them in the same sector or in another sector of a higher category with the same visibility and acoustic conditions, according to the undisputable and unilateral judgement of Fondazione Arena di Verona (the subject issuing the tickets), hereby accepted by spectators, who anyway will not be damaged by the eventual variation. In the event of seats in the same or in a higher category not being available and replacement being necessary with seats in a sector of a lower category, the difference in the price of the tickets will be reimbursed.

Reduced rate tickets will only be valid if accompanied by an ID document or another document proving the holders' right to the reduction. In the event of ticket holders not having this document with them, they will be required to pay the outstanding sum (the difference between the reduced price and the full price).

Tickets and admission passes must be conserved for the duration of the show and shown on request to Ushers, in the event of any control.

It is compulsory to only occupy the allocated seat and behave correctly and with respect for other spectators during the performance.

Spectators found without tickets will be accompanied out of the theatre.

TicketOne or Fondazione have the faculty to cancel a Ticket even if already issued at any time, should problems arise regarding the effective payment of the Tickets purchased by the Client.

4.2. Loss or theft of tickets

In the event of tickets being lost or stolen, purchasers must complete a self-certification of the loss or theft of the ticket, and hand it in at the Theatre's Ticker Office along with a copy of their ID document within and no later than 2 hours before the start of the show.

The Ticket Office will do everything possible to allow the client admittance to the theatre.

4.3. Prohibitions

Tickets cannot be used for political, commercial, publicity or other promotional reasons (such as, for example, as prizes in competitions) unless previously authorized in writing by the Fondazione.

5. Disabled spectators

Persons with acertified disability - equal to or greater than 67%, upon presentation of the <u>European Disability Card</u> (EU Disability Card) or equivalent certification, and wheelchair users, even if they have a disability rating of less than 67% - may purchase a seat for themselves and the person accompanying them, paying for one ticket each, at the lowest available full price (6th sector) for the chosen evening, subject to availability..

The person accompanying someone with a certified 100% disability and with the right to permanent carer's allowance - upon presentation of the European Disability Card (EU Disability Card) or equivalent certification - will be entitled (subject to availability) to a seat for him/herself at the symbolic price of 2.50 euro when purchased with the ticket for the disabled person being accompanied, at the lowest available full price (6th sector) for the chosen evening.

In the case of disabled persons with impaired mobility - it is ALWAYS necessary to specify this and also to state whether the disabled spectator uses a wheelchair or other walking aids, in order to allow the ticket office operators to assign designated stalls seats, subject to availability, which comply with current safety and accessibility regulations.

Reservation requests for these tickets can only be made by completing the appropriate form online prepared by Fondazione Arena, and attaching a copy of the European Disability Card (EU Disability Card) that allows the QRCode to be read, or a copy of equivalent certification specifying the **percentage of disability**.

There are no architectural barriers that prevent access to the stalls for wheelchair users. However, seats are limited and therefore, sending in a booking request, if not confirmed by the organiser, will not entitle the user to guaranteed attendance of the event.

Standard tickets purchased differently to the above, cannot guarantee wheelchair users access to the amphitheatre.

Audience members holding a tier ticket and who are unable to access their seats at the time of the performance will need to purchase a sector upgrade, which will be provided subject to availability.

Directions to access the amphitheatre from Piazza Bra, via a metal ramp, will be provided when purchasing tickets. **Barrier-free access to the stalls is possible from gates no. 4, no. 1, and/or no. 8**. The stalls are equipped with two disabled toilets.

6. Cancellation/suspension in the event of bad weather of Arena di Verona Opera Festival shows

Being open-air shows, the risk of adverse weather cannot be excluded, and is therefore deemed as accepted by the Viewer. In the case of adverse weather (rain. wind, hail, and similar weather events that would make the show impossible), the show is never cancelled before the expected starting time.

If the weather conditions do not allow for the regular performance of the show, Fondazione Arena di Verona may postpone the starting time for up to 150 minutes, before announcing its possible cancellation.

In case of suspension of the show after it has started, no refund on the ticket price will be issued. However, Fondazione Arena di Verona, in view of a fair sharing of the risk of rain, also pursuant to Article 1464 of the Civil Code, and by way of derogation from Article 1463 of the Civil Code, provides for different possibilities for its spectators.

- 1. In the case of permanent suspension of the show, before the end of the first act (according to the booklet), the audience will be entitled to purchase a ticket, whose category and price are equal to or lower than the ticket previously purchased, for other shows of the Festival under way, selected by the Organizer, for € 2.50.
- 2. If the show was performed after the first act, but it was not concluded, the audience will be entitled to a 30% discount to purchase other tickets for shows of the Festival under way, selected by the Organizer, and valid for tickets with the same or lower category or price than the ticket previously purchased.

In the case of single-act shows, or shows with several acts performed completely (e.g. Cavalleria Rusticana and Pagliacci), by purchasing the ticket, the Viewer expressly accepts that viewing and listening even to a single act of a show comprising several parts comprises an exhaustive enjoyment of the show performed, and therefore they do not constitute a singular event, under the artistic and musical profile, pursuant to Article 1314 of the Civil Code, thus recognizing Article 1316 of the Civil Code enforceable to the same. The Viewer agrees that the 'first act' rule does not apply to this context, but rather the portion of the Regulation relating to shows "not entirely performed".

If the cancellations/suspensions above, concern shows performed later than August 15th, the protections described in Sections 1., 2. shall be valid also for shows of next year's Festival, as selected by the Organizer, for the purchase of tickets whose category and price are equal to or lower than the ticket previously purchased.

In the case of adverse weather conditions before the Arena gates open, and should the weather forecast not foresee any improvement during the night, i.e., if a cancellation of the show may be reasonably foreseen, the FAV, in agreement with the Law Enforcement Officer stationed on site, may decide to delay (or subsequently cancel) the opening of the gates, for reasons of public safety.

6.1 Procedure for the reimbursement of Arena Opera Festival tickets in the event of bad weather

Spectators are informed that Carnet seat number tickets and Open Tickets cannot be refunded but can be used for successive dates of the current season (subject to the issue of the seat number ticket for the new date). The aforementioned tickets can only be refunded if the cancelled show is the last show of the season in question. Tickets purchased with "Carta del Docente" and "18app" campaigns cannot be refunded but can only be exchanged with tickets for later dates at the same Festival. Spectators expressly accept this clause also as an exception.

Reimbursements for cancelled shows may be requested directly on the original purchasing channel, within 14 days of the cancellation, through the procedure published on arena.it, after the event has been cancelled.

In any case, for refund requests presented as indicated above, only the nominal purchase price printed on tickets will be refunded. Refund requests for tickets for cancelled performances will also be accepted after the aforementioned deadlines providing, they reach Fondazione Arena di Verona within and no later than October 31st of the year in which the Festival is held. In this case, Fondazione Arena di Verona will refund the price of the ticket minus any taxes and charges applied to the tickets.

7. Access to the amphitheatre and rules of behaviour

In order to ensure a correct access management, and prevent delays in the performance, Viewers must be at the Arena at least one hour before the show begins. The gates will open two hours before the beginning of the show.

It won't be possible to access the seats once the show has begun. Any late viewers or anyone leaving their seat during the show will be asked to wait for the first interval to reoccupy their seats; in the case of shows with a single act and no interval, late viewers will be asked to occupy the alternative seat assigned to them, until the end of the show.

Should a viewer be found in a different seat than that assigned on their ticket, they may be dismissed from the theatre.

Access with reduced fare tickets is subjected to the presentation of a document certifying the reduced admission.

Access to children younger than 4 years of age is not allowed.

Access to kids under 14 years of age is allowed only if accompanied by an adult.

7.1. Entrances

Entrance gates are shown on the tickets but may be subject to last-minute variation. The on-site indications above each entrance gate will be valid.

Before reaching the entrance gates of the Amphitheatre, spectators must undergo security checks carried out by the Ushers by means of walkthrough metal detector arches and/or handheld metal detectors, or summary visual inspections (Art. 5 Lett. C of Min. Decree 06/10/2009) at the pre-filtering entrances. Staff members are also authorized to request to carry out inspections and forbid entrance with items that are prohibited inside the Amphitheatre.

7.2. Dress code

The audience is invited to wear clothes appropriate for the Theatre's decorum, out of respect for Theatre and for the other viewers (for men, **the minimum requirement for stall seats** is long trousers and shirt or polo shirt)

Access to stall seats is not allowed to people wearing tank tops, shorts, beach or pool sandals; no refunds will be issued in those cases.

- 7.3. Fondazione Arena di Verona can refuse admission to those who:
- showing up in a manifest state of alteration (access under the effects of alcohol or other drugs is severely prohibited);
- displaying aggressive behaviour;
- not wearing clothes suitable to a theatre (for men, **the minimum requirement for stall seats** is a pair of long trousers and a shirt/polo shirt). For instance, **the following items are not allowed**: shorts, beach or pool sandals, sports apparel, beach apparel, etc.);
- not allowing their bags and/or backpacks to be checked by security personnel.

7.4. Security controls and limits

For security reasons, Service Staff may carry out brief visual checks at the entrance (Article 4, Lett. C of Ministerial Decree 06/10/2009). Furthermore, the Staff is entitled to request further inspections, and to prevent access to the Amphitheatre with forbidden objects.

Storage is not guaranteed.

- 7.5. Inside the Arena, including the external wall, it is forbidden to introduce:
- suitcases, trolleys, bags, backpacks, sacks or other big containers (larger than 17 lt);
- weapons, explosive materials, fireworks, smoke bombs, flares, stones, knives or other sharp or cutting objects;
- bikes, skateboards, roller skates or hoverboards;
- drones or remote-controlled airplanes;
- videocameras, professional and semi-professional cameras, tripods, musical instruments, professional and birdwatching binoculars (only small, reclosable theatre binoculars are allowed);

- drugs, poison, toxic substances and flammable material;
- plastic bottles bigger than 0.5 It and any other bottle, canteen, container or glass/plastic object, or any other blunt instrument that may cause damage or injuries to yourself or to other people (e.g. biking helmets, cooling pads and glass perfume bottles);
- food or beverages;
- pets, except for official guide dogs.
- 7.6. In the Arena, it is also forbidden to:
- smoke anywhere in the Amphitheatre, including electronic cigarettes;
- damage or tamper in any way with structures, infrastructures and services;
- climb on to balustrades, parapets, partitions and other structures not intended to host the public;
- linger near passages, entrance and exit routes, entrances and exits, stairs and any other emergency exit routes;
- photograph shows with or without flash and carry out any type of audio/video recording without authorization, even with a cell phone;
- use selfie sticks;
- use electronic devices such as "GoPro" cameras, tablets or other devices able to record and transmit audio, video and audio-video, collect information or data regarding shows (digitally or using any other media);
- use laser pointers;
- display placards, flags, pennants, documents, designs, printed material and banners containing propaganda for political, ideological or religious doctrines, statements or concepts that incite to racial, ethnic or religious hatred, which can hinder the regular staging of the show or obstruct other spectators' sightlines;
- abandon objects or materials leaving them unattended and/or where they may block exit routes or cause alarm;

- act aggressively.

7.7. Other rules of behaviour

- eating and drinking are only allowed during the intervals and in the Bar areas set up in the Amphitheatre;
- mobile phones must be switched off before shows begin.
- in the event of an emergency, spectators are requested to stay calm, line up towards the emergency exits and follow the instructions of the ushers and audio announcements.

7.8. Communications at the event venue

For service announcements intended for all the public in the Amphitheatre or in the event of bad weather and/or for handling any emergencies, FAV uses the Public Address system to make audio announcements in Italian, English and German.

7.9. Other information on security and on other eventual limitations:

- in the Arena it is always permitted to introduce folding/telescopic or small umbrellas, it is also permitted to introduce long umbrellas, providing they do not have sharp points or shapes and/or materials that can endanger events' and spectators' security; assessment of the dangerousness of these object depends on the undisputable discretional judgment of the staff responsible for the control of the entrances:
- in the Arena, it is permitted for spectators to introduce and authorized staff to sell beverages, but only in ½ litre plastic bottles or draft beverages in light plastic or paper glasses; it is also permitted (solely in the points of sale authorized by the Organizer) to distribute to spectators in the stalls seats glass champagne flutes with the Fondazione Arena di Verona logo for drinking alcoholic beverages for the traditional toast prior to the show and during the pauses;

- on the occasion of some performances (e.g., inaugural shows, gala evenings or other events at the discretion of the FAV), small candles may be distributed to the audience on entering to celebrate the historical rite of the Arena which foresees them being lit by the spectators on the numbered and unnumbered step seats;
- during operas, for show production purposes, on stage and in backstage zones, special flame or pyro effects may be used; these effects must be previously authorized by the bodies responsible for public safety at the event, who may oblige the organizer to inform the public by means of audio announcements before the beginning of the show.

8. Services

In the amphitheatre, bar and merchandise sales facilities are foreseen.

There is no cloakroom service.

For any necessity, contact the Ushers.

8.1 Lost & found

Any objects found can be consigned directly to the Ushers. e-mail: direzione.sala@arenadiverona.it

Any objects not reclaimed by the end of the Arena Festival will be consigned to Verona Municipality's Lost Property Office, tel. +39 045 8079341.

9. Regulations regarding privacy

Fondazione Arena di Verona ensures full respect of regulations on matters regarding the protection of spectators' privacy (Reg. EU 2016/679, Legislative Decree 196/2003 and later amendments) for all the personal data acquired in its

relationship with the public (e.g.: issue of personal tickets at special rates or free, handling of some forms of payment).

All the information regarding the processing of spectators' personal data is available on the Web site arena.it in the section dedicated to privacy.

For any further information regarding this, it is possible to write to the following e-mail: protocollo@arenadiverona.it. The Data Protection Officer (RPD/DPO) nominated by la Fondazione can be contacted at rdp@arenadiverona.it.

10. Competent court

In the event of any of the regulations in these General Conditions of Contract being inapplicable, the others will continue to be fully effective.

The Contract is subject to Italian law. To settle any and every dispute arising from or connected with the Contract and these General Conditions of Contract, the Court of Verona will be considered as competent.

In the event of conflict between the provisions of these General Conditions of Contract, as published in Italian and the corresponding text published in English, as in the event of conflict with the Italian and the English version of any other contents of the Contract, the Italian version will be considered as prevailing.

Previous regulations