

TERMS AND CONDITIONS

1) **ONLINE BOOKING:** for each event published in the "Concert in Venice" section of the website <http://caffeflorian.com> the user will have the opportunity to select and book online one or more "Seats/s" to sit in the position available to choose on the map.

2) **USER REGISTRATION:** To finalize the booking, the user must proceed to the registration and creation of a personal account on the website of Caffè Florian. Registration on the Site allows the user to carry out, through the reserved and personal account, called "ACCOUNT" the following activities: - check the status of the most recent bookings/ Orders and view the archive of all orders placed; - manage your personal data and modify them at any time; - change your password. It is absolutely and strictly forbidden for the user to enter, for the purpose of registering on the Site, personal data of third parties, false, invented, fictional and/ or, in any way, not true. Each user can only use one registration on the Site and is responsible for the confidentiality of their account access password. It is therefore absolutely and strictly forbidden to the user to create on the Site multiple accounts referring to the same person, physical and/or legal, and/or to companies and/or entities of any kind, also through the use of data corresponding to the truth. In case of violation of this prohibition, S.A.C.R.A Srl reserves the right to close all accounts relating to the same person, natural and/or legal, and/or the same company and/or the same entity. The user also undertakes to hold S.A.C.R.A Srl harmless and indemnified from any damage, indemnification and/or penalty arising from and/or in any way related to the violation by the user of the prohibition referred to herein.

3) AVAILABILITY OF SEATS:

THE SEAT RESERVATION is subject to availability and can be made online until 1pm on the same day of the event, and/or at Caffè Florian in St. Mark's Square.

- The highlighted "Seats" in Red (Reserved) and Yellow (Booked) are not bookable.
- The "Places" highlighted in green color, can be inserted in your virtual cart, through selection (Click) on the map, but will be booked in your favor only in case the following condition occurs, taking into account the functioning of the Server as specified below:

1) a plurality of users may attempt to make the reservation of the same "Place" in relation to the same Event simultaneously;

2) pressing the "check out" button generates a request to the S.A.C.R.A Srl server ("Server");

3) all requests to the Server generated by pressing the "check out" button and related to the Place are processed in chronological order, according to the time of arrival of the request to the Server;

4) The reservation of the Seat selected by the user, by pressing the "check out" button can therefore only take place if, at the moment when the request generated by the press of this button reaches the Server, there is still the availability of the Seat requested, having regard to the actions taken by other users, whose request for the same place may have reached the Server at a time before that of the user;

In the period between the selection of the seat and the completion of the booking operation (during the predetermined time of finalization of the operation) the selected seats will appear gray.

-The fact that, as part of the same allotment, a category of Seats first displayed by the user as "Not available" is subsequently displayed by the user as placeable in the cart, by pressing the relevant

button, depends on the actions of users who have placed the same place in the shopping cart and have not finalized the purchase (es: for voluntary abandonment of the cart or expiration of the maximum time to finalize the reservation, during which the Place is reserved to the user who has placed it in the cart, or failed transaction); in this case, in fact, the system resets for sale the entry ticket for which the purchase process has not been completed, according to the rules explained above

4) MAP: The map shows the number and location of the seats and is updated according to the actual availability of that moment. There is a maximum technical time to finalize the reservation, in which the/i place/i selected/i will remain in the state of "Pending/Suspended" (displayed in grey on the map) then locked in availability of the user's cart, which can proceed with the payment and the conclusion of the booking.

5) PRICE: For each Event is indicated the booking price of 1 Seat, which includes the cost of reception, table service and a "Welcome Cocktail". The price is in Euro and VAT included.

6) PAYMENT: the payment of the reservation can be made online and/or at Caffè Florian in St. Mark's Square, exclusively by credit card. To ensure maximum security during data transmission, S.A.C.R.A. Srl has chosen the service provided by PAYPAL.

PAYPAL and Credit Cards available on the PAYPAL circuit: with payment via PayPal, at the time of sending the booking order by the Customer, the session will be redirected to the PayPal secure site. On this website the Customer may complete the payment using his PayPal account, or by creating a new personal Paypal account, in accordance with the conditions of use of the PayPal service subscribed by the Customer at that time or previously. The price is charged to the Customer's PayPal account at the same time as the booking confirmation is sent.

In case of payment by credit card on the Paypal circuit, choosing not to proceed with the creation of a personal Paypal account, the Customer will be charged the agreed price after having verified the credit card details and received the authorization to debit the credit card used by the Customer.

WARNING: if you do not want to create your own Paypal account, uncheck the specific option on the transaction page: after entering the billing data, close to "Save data and create a paypal

account" uncheck the flag  then proceed with "PAY NOW"

Credit card data sent during the execution of orders are protected and are sent directly to the bank that manages the payments and will not be transmitted or shared with S.A.C.R.A. SRL. The latter is therefore not able to know and does not store in any way the data of the credit card linked to the PayPal account of the user or the data of any other payment instrument connected with that account.

In the event of a refund (in accordance with the contractual conditions), the amount of the refund due to the user (net of any fees/fees for the transaction) will be credited to the PayPal account of the same. The crediting times of the payment instrument linked to this account depend exclusively on PayPal and the banking system. Once the credit order has been placed in favour of this account, S.A.C.R.A. SRL cannot be held responsible for any delays or omissions in crediting the user of the refund amount, to contest which the user must contact PayPal directly.

7) BILLING: in case of need to issue the invoice for the paid service (instead of the receipt, which will be delivered on the evening of the event), the customer is asked to make a request, indicating

the billing tax data and the reference number of the booking transaction, by email to: invoicing@caffeflorian.com, immediately after the finalization of the booking. The invoice will be issued by the 15th of the month following the event.

8) **BOOKING CONFIRMATION:** once the payment has been registered, S.A.C.R.A Srl will send the Customer, to the e-mail address indicated, the confirmation of the booking order containing the Booking ID number, the detailed indication of the price, of the means of payment used, the essential information related to the reservation of Place/s (NAME AND N. SEAT) made. The Booking Confirmation e-mail, which contains a link to these Terms and Conditions, constitutes the confirmation of the same. the Customer acknowledges and acknowledges that, by sending such e-mail, S.A.C.R.A Srl has fulfilled the obligations of documentation on the same incumbent and that, therefore, the Customer is bound by the Contract and is, in particular, required to pay the Total Amount provided by the Booking, regardless of receipt of the order confirmation email, which depends on third parties and/ or factors that are outside the sphere of control of S.A.C.R.A Srl (e.g. email provider you use)

The EMAIL, to be considered also Ticket of entry, has to be PRINTED and It must be submitted to the operator for access control. Accesses, not before an hour from the beginning of the event booked.

The Entrance Ticket allows access only for the person/s indicated/e, for the Event for which it was issued, on the day and time indicated therein.

In the case of Multiple Seat Booking (made by a single "registered user" with a single transaction) each individual person of the group, indicated with their name inside the booking mask, will be required to show up at the Access Gates with the printing of the Entry Ticket, except access at the same time to all the members of the same group.

S.A.C.R.A Srl has the right to refuse access to the Place of the Event for irregularities of the Entry Permit and to carry out checks on the person for security reasons. If it appears that the Entry Permit has been stolen, duplicated or obtained in breach of these contractual conditions and/or the law, The Holder of the Entry Ticket may not be authorized to access the Event Location or may be obliged to leave it. S.A.C.R.A Srl may at any time cancel, at the request of the authorities responsible for the protection of the order and public security, for technical and/or organizational reasons other than those indicated below as "Cancellation of the Event", an Entry Document already issued or a purchase order relating to an Entry Document already made. In this case, the Customer will be entitled to a refund of the Total Amount paid.

9) POSTPONEMENT OR CANCELLATION OF THE EVENT BY THE ORGANIZER:

S.A.C.R.A Srl - CAFFE' FLORIAN, is in no case responsible for any postponement or cancellation of the Event/ Concert by the Organizer. In the event of postponement or cancellation of the Event by the Organizer, S.A.C.R.A Srl will communicate by email to the Customer, the initiatives in relation to the refund or replacement of the Entrance Tickets relating to the Event postponed or cancelled.

- In the event of **CANCELLATION** of the Event, S.A.C.R.A Srl will make the REFUND to the Customer. The refund will be made by credit on the credit card used by the Customer during the purchase. This transaction will be visible from the month following the completion of the redemption transaction. Entry Fees for Events cancelled may not be exchanged for entry fees for other Events.

- In the event of **POSTPONEMENT** of the Event, S.A.C.R.A Srl will move and update the Reservation to the posthumous date provided by the Organizer, with the sending of the renewed confirmation email, unless the customer decides to waive the same and to request a refund, for which we will proceed with the same formalities of Refund described above.

Please note that S.A.C.R.A Srl may not, in any case, be held responsible for the costs and damages, direct and indirect, of any nature, suffered by the Customer in relation to the cancellation or postponement of the Event by the Organization, carrying out a mere reception and catering service as part of its business activity.

10) **CANCELLATION OF THE RESERVATION BY THE CUSTOMER:** the cancellation of the reservation is granted (with a refund by S.A.C.R.A Srl) only if made within the three weeks prior to the date of the event booked, by sending a cancellation request by email to servizi@caffeflorian.com. By booking we mean the entire single transaction made by the user, this implies that, in case of request for cancellation of a multiple booking within 15 days prior to the event, The full amount of the transaction will be refunded and no seat will be confirmed as booked. It will then be necessary to proceed with a new booking of the desired seats.

From the 14th up to the day of the event, the reservation will be neither cancelable nor refundable.

11) **PROHIBITIONS:** Entrance Tickets may not be resold for consideration or sold (being names and personal) in the professional conduct of commercial activity even if not organized in the form of a business or not professional/ private. The registered user, even in the case of Multiple Booking, remains the only interlocutor (contractually responsible) against S.A.C.R.A Srl.

12) PRIVACY

With reference to the personal data acquired following the conclusion of the online transaction or during registration at the Florian e-shop, S.A.C.R.A. Srl, informs that:

- the personal data acquired are protected pursuant to Legislative Decree n. 196 of 30 June 2003 called "Code on the protection of personal data";
- the collection or otherwise the processing of personal data acquired has the exclusive purpose of being able to perform the transaction or to be able to send our newsletters or other information related to the initiatives, events and promotions promoted by the company;
- The provision of data is therefore mandatory, in their absence it is impossible to perform the transaction or be able to receive our newsletters or other information related to initiatives, events and promotions promoted by the company;
- The purpose of providing optional data is simply to improve the quality of the service;
- all data are processed through paper or computer and/ or telematic media and in any case using methods and procedures such as to ensure security and confidentiality and in any case in accordance with applicable laws;
- owner and responsible for the processing of personal data is S.A.C.R.A Srl - Castello 5453, 30122 Venezia.

Pursuant to art. 7 paragraph 3) of Legislative Decree no. 196/2003, at any time you have the right to obtain the updating, rectification, integration or deletion of your personal data. You can also object to their use at any time by writing to:

S.A.C.R.A. Srl - Florian e-shop - Castello 5453 - 30122 Venice - Italy

or by sending an e-mail to: order@caffeflorian.com

By filling in the purchase order/reservation form and/or the registration form, you consent to the processing and communication of personal data for the purposes indicated above.

13) INTELLECTUAL PROPERTY

Caffè Florian, Florian and Florian1720 are registered trademarks. Photos, texts, descriptions and everything contained in the Site are the property of S.A.C.R.A. SRL. The complete or partial reproduction of any part of the Site is prohibited; it is also forbidden the reproduction of texts or photos for any use and in any form and in any case without prior written permission of S.A.C.R.A. SRL.

14) APPLICABLE LAW AND DISPUTES

All contracts are concluded in Italy and are subject to Italian law.

In the event of a dispute arising from the interpretation and/or application of these General Conditions of Sale, the Court of the place of domicile or residence of the Customer, if located in the territory of the Italian State, shall have exclusive and binding jurisdiction. If the domicile or residence of the Customer is located in a territory other than the Italian State, the Customer may, at his choice, appeal to the Court of his place of residence or domicile or the Court of Milan.

Alternatively, the Customer may promote one of the out-of-court dispute settlement procedures provided for by current legislation. To this end, the Customer may use the online platform made available by the European Commission, which can be accessed through the website <http://ec.europa.eu/odr>.