

## Terms and conditions

By visiting the site <http://theislandfestival.net/> you accept the following conditions of sale. We recommend that you read them carefully.

### 1. GENERAL ELEMENTS OF THE CONTRACT

1.1 These General Conditions of Sale ("General Conditions" or "GTC") govern the terms and conditions of sale of festival packages and tickets (hereinafter referred to as Travel Pack, Festival Ticket and Day Ticket) by MUSA Srl (hereinafter also referred to as "the Organizer"), with registered office in Italy, in Via Giuseppe Ripamonti 137, Milan VAT number 11452030965 registered in the Milan Company Register No 11452030965 as well as the conditions of use of the portal <http://theislandfestival.net/> (the "Site").

1.2 The sale of Travel Packs and Festival Tickets is intended exclusively for consumers, as defined by the Consumer Code (Legislative Decree No. 206/2005, "Consumer Code"), and by this means: "the natural person who acts for purposes unrelated to any entrepreneurial, commercial, craft or professional activity carried out" (hereinafter referred to as "customers"). The organizer reserves the right not to process orders from subjects other than the "consumer".

**1.3 Travel Pack purchase:** the purchase of the Travel Pack is subject to the completion by the customer of a booking form in the dedicated area of the site. When filling in, you will be asked to provide your name, surname, email, telephone number, age, number of people for whom you intend to book and the request to be forwarded. By filling in the form, the customer guarantees that the personal data whose inclusion is requested and whose processing is governed by the site's Privacy Policy, are correct and truthful. Following the completion of the form, the customer will be contacted by the tour operator Pantelleria Island, that will offer customers the best solution for their stay and will guide them to the conclusion of the purchase. The Travel Pack includes: return flight Milan - Pantelleria, 3 nights stay (from 14 to 17 October 2021) in a 4-star hotel with swimming pool, access to all experiences, talks, live shows and DJ sets. The Pack also includes bed and breakfast. Anything not expressly indicated in these terms and conditions is to be considered the responsibility of the customer.

**1.4 Purchase of Festival Tickets and Day Tickets:** the purchase of Festival Tickets and Day Tickets will take place through the Dice authorized reseller. We therefore invite you to also read their terms and conditions of sale at the following link: [Dice Terms and Conditions of Purchase](#). The Festival Ticket includes: access to one experience per day selected by the organizers, talks, live shows and DJ sets. The Day Ticket will be valid for the admission to a single day of the festival and includes: admission to live and DJ sets of the purchased day.

1.5 The organizer may modify these General Conditions without prior notice. These changes will take effect from the day of their publication on the Site. For purchases made before the publication of the aforementioned changes, the General Conditions in force at the time of purchase will apply.

1.6 Access to the events and experiences of the festival is allowed only with a valid ticket to access the venue. The entrance ticket must be purchased through the channels authorized by the organizer, as reported on the site and in these General Conditions. In the event that the ticket has been purchased by the customer from subjects other than those indicated above, or if the ticket has been lost, stolen, duplicated or obtained in contrast with these General Terms and Conditions, the organizer will be authorized to prevent access to the place of the event.

## **2. ANNULLAMENTO O RINVIO**

**2.1** In the event of cancellation of the festival by the organizers for reasons attributable to them, the customer is entitled to a full refund of the admission ticket paid. The refund request must be sent no later than 15 days from the announcement of the cancellation of the festival with an e-mail to: [info@theislandfestival.net](mailto:info@theislandfestival.net).

**2.2** If the cancellation of the festival should occur due to force majeure not attributable to the organization and / or its successors in title, by way of example and not limited to: catastrophic events, spread of infectious diseases whose news in the media influences the behavior of people and the normal course of events, situations attributable to a third party, the customers will not be refunded but the organizer undertakes to postpone the festival to the earliest possible date and the tickets purchased will remain valid.

**2.3** In case of postponement of the festival, the tickets purchased will remain valid for the new date/s. There will be no refunds of the cost of the ticket, but customers will have the possibility of reselling the ticket/s purchased through the DICE platform. For the procedures and functioning, we invite you to consult the following [Dice Terms and Conditions of Purchase](#).

**2.4** In case of rain or bad weather, the organizer will undertake to guarantee, as far as possible, the performance of all the live and DJ sets confirmed in line up, also possibly in locations alternative to those communicated, and to organize activities alternative to the experiences foreseen in the program. In case of bad weather, however, no refunds will be granted.

**2.5** The customer, by reading these purchase conditions, acknowledges that having the contract as its object the supply of services relating to leisure time for which the organizer undertakes on a specific date and period of execution, the right of withdrawal provided for by Article 52 of the Consumer Code does not apply.

## **3. LIMITATION OF LIABILITY AND LICENSE FOR USE OF THE SITE**

**3.1** The site is provided by MUSA as it is and when it is available. MUSA makes no warranties, either express or implied, on the operation of this site and / or the contents, materials, information included on the site. In addition, access to the site may also be occasionally suspended or temporarily limited to allow the necessary maintenance, repair or update work to be carried out. MUSA will try to limit the frequency and duration of such suspensions and / or limitations.

**3.2** Despite periodic checks on the site, MUSA does not guarantee that this site, its servers or e-mails sent are free of viruses or other potentially dangerous components for the user's and / or customer's PC. By visiting this site, the customer accepts that its use is at his own risk. While periodically checking the content of the web pages linked from the site or reachable from the site, MUSA assumes no responsibility for their contents.

**3.3** MUSA cannot be held responsible for any damage - of any kind - deriving from the use of this site.

## **4. PRICES AND AVAILABILITY OF FESTIVAL TICKETS AND PACKAGES**

**4.1** Unless otherwise indicated, the prices indicated on the site must be understood as inclusive of VAT. The prices of tickets and packages published from time to time on the site cancel and replace the previous ones.

**4.2** Any special offers and conditions promoted are valid until the validity date indicated on the site or when the availability of tickets is exhausted.

## **5. INTELLECTUAL AND INDUSTRIAL PROPERTY**

**5.1** The site, as well as all trademarks and distinctive signs used by MUSA, are protected by the applicable intellectual and industrial property rights and any type of reproduction, communication, distribution, publication, alteration or transformation, in any form and for any purpose, of the contents of the site, of the trademarks and distinctive signs used by MUSA (such as, by way of example and not limited to: images, photographs, videos, graphics, colors, functionalities and design of the site), is prohibited.