

FEST TICKETS AND BADGES 2019 TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. FEST New Directors | New Films Festival (hereinafter: the Festival) will have its next edition on June 24 July 1st, 2019 in Espinho, Portugal.
- 1.2. The Festival is organized by FEST Associação Cultural (hereinafter: the Organizer), a non-profit NGO developing work on film, media and education, registered at Rua 23 n.º 768, 4500-276 Espinho, Portugal.
- 1.3. By purchasing the Festival Badge or Ticket you agree to the Terms and Conditions contained herein. It is the responsibility of users to review all this information at the time of purchase.

2. FESTIVAL TICKETS

- 2.1. Purchasing a Festival Ticket entitles its holder to participation in a single Festival Event (i.e. individual film screening, masterclass or workshop). Participating in more than one Festival Event requires purchasing a separate Festival Ticket for each one of them or purchasing a Festival Badge, described below on point 3.
- 2.2. The prices of the Festival Tickets and the conditions of the purchase will be described at the Festival website <u>www.fest.pt</u>.
- 2.3. The Organizer reserves the right to make the Festival Tickets available for sales only in the Festival Venues during the period of the Festival.

3. FESTIVAL BADGES

- 3.1. The Organizer offers for sales the following kinds of Festival Badges:
 - a. FEST Cinephile Badge
 - b. FEST Talent Badge
 - c. FEST Pro Badge

The Festival Badge entitles the Badge holder to participation in numerous of Festival Events (i.e. film screenings, masterclasses, workshops and other events). The prices and specifications for each kind of Badge are described in detail at the Festival website <u>www.fest.pt</u>.

- 3.2. The Festival Badges will be available for purchase online through:
 - a. the festival online service, provided by Eventival.com: <u>https://vp.eventival.eu/fest/2019</u>
 - b. the festival website: <u>http://site.fest.pt</u> (only FEST Cinephile and FEST Talent Badges)

beginning November 29th, 2018 until May 31st, 2019 or until all Badges have been sold, whichever comes first. In case if certain Badges are available after this deadline, the Organizer reserves the right to continue sales online or at the Festival Guest Office, located at Centro Multimeios (Rua 24 800, 4500-202 Espinho, Portugal).

- 3.3. Acquiring Badges, requires the purchaser to establish an account in the online service, provided by Eventival.com. The account must contain:
 - a. the full name (please note that the Organizer will not be responsible for any spelling mistakes and in case of providing the wrong name, the Badge holder may be charged with the administrative fee of 15 EUR for changing the name, and otherwise denied entry to the Festival Events).
 - b. a portrait photo in an attachment not exceeding 3MB in size, in the jpg, png or gif format, which will serve to identify the Badge holder. Lack of a picture or use of a picture that hinders or prevents facial recognition (e.g. wearing sunglasses or a headdress which covers the face, etc.) may result in the Badge holder being denied entry to the Festival Events.
- 3.4. Each Badge is issued to one specific individual identified in the purchase order. The Badge will become voidable if resold, transferred, or tampered with by anyone other than the Organizer, and the Badge holder will be denied entry to the Festival Events.



- 3.5. In case of Badges purchased through Eventival (described on point 3.2.a), the amount due must be paid within 48 hours of order submission through the online payment option (PayPal) available through in the service. If an applicant encounters any significant technical problem with the payment, it must be reported via email to registrations@fest.pt in order to discuss alternative payment methods. These situations will be dealt with on a case by case basis and the Organizer reserves the right to not provide an alternative payment method.
- 3.6. If the purchaser wishes to receive an invoice, it must be requested within the first 30 days after making the payment. The invoice request must be sent via email to registrations@fest.pt and it must have the payment confirmation attached and contain the invoice details of the purchaser (name, postal address and tax / VAT number).
- 3.7. Badges can be collected beginning July 24th, 2019, at the Festival Guest Office, located at Centro Multimeios (Rua 24 800, 4500-202 Espinho, Portugal). The opening hours for the Guest Office will be announced on the Festival website: www.fest.pt.
- 3.8. A purchased Badge may be picked up only by the person whose name appears on the Badge. You must present a valid government issued photo ID to pick up your Badge. In case of purchasing a Badge with a student discount, you must present your student ID. If a person fails to present the ID, the Organizer may refuse to issue a Badge.
- 3.9. Badge holders are bound to check their Badge when received and, in case of occurrence any misspellings or errors, to inform the Organizer immediately.
- 3.10. In case of the loss of the Badge by the holder, the Organizer must be informed immediately. A Badge duplicate can be issued at the Guest Office (an administrative fee of 20 EUR will apply).
- 3.11. To access a specific Festival Event (i.e. film screening, masterclass, workshop or other event), the Badge holders must collect a free entry ticket or follow the registration instruction for this specific event, unless the Organizer decides otherwise for individual events. The details of accessing each Festival Event by the Badge holders will be available at the Festival website <u>www.fest.pt</u>.
- 3.12. A free entry ticket or event registration is only valid with the Badge. There is no possibility of collecting more than one free entry ticket (or making more than one registration) for the same Festival Event, nor for different Events taking place at the same time.
- 3.13. The holders of FEST Talent Badge and FEST Pro Badge are entitled to a certificate of participation in FEST -Training Ground. The certificate is free of charge if requested up to 60 days after the event. If the certificate is requested after this deadline, the administrative fee of 20 EUR will apply.

4. ACCOMMODATION

- 4.1. Booking of the accommodation is a responsibility of the Festival participant, it is not included in the price of the Festival Badge.
- 4.2. The Organizer makes a numerous accommodation options at the Festival parner hotels and hostels available for booking by the Festival participants at <u>https://vp.eventival.eu/fest/2019</u>. These options will be possible to book for the Festival Badge holders only after completing the payment for the Badge.
- 4.3. The accommodation booking is only valid after the Organizer has received full payment for the booking. If an applicant encounters any significant technical problem with the payment, it must be reported via email to registrations@fest.pt in order to discuss alternative payment methods. These situations will be dealt with on a case by case basis and the Organizer reserves the right to not provide an alternative payment method.
- 4.4. The accommodation options available via the Festival online service have predefined dates of stay (indicated on the booking page) and all the prices apply only to these dates. The possibility of making any alterations to these dates should be discussed with the Organizer first, not directly with the hotel. In some cases it may be not possible to make any changes to the booking period. In case of any doubts or questions please contact the Organizer at registrations@fest.pt before booking.



- 4.5. The bookings made via the Festival online service cannot be cancelled. The Organizer also does not guarantee the possibility of changing the booking in any way (i.e. changing the room size or the hotel). These situations will be dealt with on a case by case basis and each change may result with the administrative fee of 15 EUR.
- 4.6. Accommodation is reserved exclusively for the use of those whose names were indicated at time of booking and no other person is permitted to use the accommodation. Subletting, sharing and assignment are prohibited. To change the name of the guest you must contact the Organizer at registrations@fest.pt. Changing the name, including changes due to corrections of spelling mistakes, will be charged with administrative fee of 15 EUR.
- 4.7. If due to unforeseen circumstances it is necessary for the Organizer to make any change to your accommodation, we will always do our best to provide you with an alternative of the equal or better standard to the one that was initially booked.
- 4.8. The Badge holders who booked the accommodation through the Festival online service, are requested to check-in at the Festival Guest Office, located at Centro Multimeios (Rua 24 800, 4500-202 Espinho, Portugal) before heading to the hotel or hostel. Participants are requested to contact the Organizer if due to unforeseen circumstances they will arrive outside of the Festival Guest Office opening hours.

5. COMPLAINTS AND REFUND REQUESTS

- 5.1. It may be necessary, for reasons beyond our control, to make changes in the Festival program (i.e. to change the content, timing, guest speakers or the venues). In case of such changes, only the holders of the Festival Tickets for the affected Event will be entitled to a refund of the Ticket price (it will not apply to the Festival Badge holders).
- 5.2. Badges or Tickets cannot be exchanged, refunded or returned for any other reason, unless the Festival is cancelled or moved to another date. Please be advised that if the Festival is cancelled or postponed, the Organizer will not be responsible for any travel costs or other expenses.
- 5.3. The Organizer is not under any obligation to pay compensation where any change to or cancellation of the Festival program or the participants' stay is caused by 'force majeure' circumstances (i.e. those outside our control, namely: war or threat of war, riots, civil strife, industrial dispute, airline grounding, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions and all similar events).
- 5.4. No refunds are offered in the event of participants being unable to attend due to any change in personal circumstances, disorder or illness.
- 5.5. The Organizer has the right to refuse the participant entry to the Festival Events by the cause of late arrival, abusiveness, threatening, intoxication, disrespect of regulations, or if the participant is carrying weapons or illegal substances to any participant and will offer no refund for missed activities for whatever cause.
- 5.6. The Organizer will not be held responsible for any loss, damage or injury howsoever caused during the stay and participants are therefore recommended to take out an insurance policy to cover such risks.

6. FINAL PROVISIONS

- 6.1. The Organizer photographs, films and records the activities that take place during the Festival and its Events. The Organizer and its Partners reserve the right to use, both in digital and printed format, the images, video and audio recorded during the event. When acquiring the Festival Badge or Ticket, the participant agrees to be photographed, filmed and recorded in this context, assigning the rights of their image to the Organizer and its Partners.
- 6.2. Any and all questions, opinions and requests concerning the agreement to obtain Badges, Tickets or using the Festival accommodation options, should be submitted to the following email address: registrations@fest.pt
- 6.3. The Organizer reserves the right to revise these Terms and Conditions at any time without notice by posting changes online. These changes will be effective and binding from the moment of their publication on this site.