

**PARTICIPATION AND ACCESS RULES FOR
CHRISTMAS FAIR "PLANET CHRISTMAS"
Unirii Square in Cluj-Napoca**

I. GENERAL PROVISIONS

1.1 The purpose of the "Participation and Access Rules", hereinafter referred to as the *Rules*, is to define the terms and conditions of the "PLANET CHRISTMAS" CHRISTMAS FAIR, hereinafter referred to as the *Christmas Fair*, organised in the area delimited in Unirii Square in Cluj-Napoca, hereinafter referred to as the *Christmas Fair venue*.

1.2. The event is organized by Fantesia Untold S.R.L., a Romanian legal entity based in Cluj-Napoca, 122A Eremia Grigorescu Street, Cluj County, registered at the Trade Register Office of the Cluj Court under number J12/2972/2021, Tax Identification Code RO44485633.

1.3. Access to the event space is free, within the available capacity. The organizer reserves the right to stop access to the event area, for safety reasons, if the maximum capacity has been reached.

1.4. These Rules are displayed and can be consulted at the entrance to the Christmas Fair and in the venue.

1.5. Depending on the changes in national or local legislation on which these Rules were based, they will be updated whenever necessary. The Organiser also reserves the right to unilaterally amend the content of these Rules, with the amendments coming into force after their posting.

1.6. By entering the *Christmas Fair* venue, participants or authorised persons agree that they have read the Regulations in their entirety and understand their contents, and undertake to comply with them.

II. APPLICABILITY

2.1. The Rules are addressed to:

- a. Participants in the Christmas Fair;
- b. Authorised persons;

I. RUNNING PERIOD

3.1. The running period of the Christmas Fair means the period of time between the official opening of the Christmas Fair (01.12.2023) and the closing of the Christmas Fair (01.01.2024), during which participants and authorised persons have access during the Christmas Fair programme, subject to compliance with these Rules.

3.2. The Christmas Fair schedule means the time slot, included in the Christmas Fair period, during which participants can enter the Christmas Fair. The Christmas Fair opening hours are as follows:

Monday - Thursday: 10:00 - 22:00

Friday - Sunday: 10:00 - 23:00

24 December: 10:00 - 16:00

31 December: 14:00 - 01:00

From 24.11.2023 to 31.12.2023, the opening hours for Santa's Cottage matches to the Christmas Fair opening hours. From 01.12.2023 until 23.12.2023 there will be workshops for children from 16:00 - 20:00. The detailed timetable is announced at the venue.

IV. SAFETY AND SECURITY

4.1 The Organiser reserves the right to subject the public to body checks before entering the event premises and all bags, backpacks and packages will be checked in accordance with the law by legally authorised security personnel.

4.2. The Organiser reserves the right to refuse access to the event to those who refuse security screening or to persons who are suspected of endangering other participants or the smooth running of the event.

4.3. The public is obliged to respect both these Rules and other Rules concerning the activities of the event.

4.4. It is strictly forbidden for participants to enter with:

- toxic, flammable or explosive materials, stun sprays and pyrotechnic articles;
- lasers, banners, flags, blow horns;
- weapons, knives, chains or other blunt objects/bladed weapons, prohibited substances, drugs;
- drones or other products and equipment that can be hoisted above participants;
- bicycles, scooters, longboards, skateboards, rollerblades, roller skates, segways, unicycles, hoverboards, etc.;
- water, soft drinks, alcoholic beverages, glass or plastic containers, food, canned goods, etc.; flyers, samples and other promotional products for distribution at the Christmas Fair;
- fireworks, firecrackers and other pyrotechnics;

4.5. In front of the stage, the noise produced may be well above the level tolerated by children, therefore the organiser recommends the use of special headphones to protect children's hearing.

4.6. During the Festival, there will be various high-intensity light games and pyrotechnic effects that may harm children or people with epilepsy.

4.7. Participants who suffer from mental or physical illness and who may be affected in any way by loud noises, special visual effects, crowded areas, special sound effects or any other such effects, assume full responsibility for any damage they may suffer.

4.8. For situations requiring medical assistance, the event shall provide for emergency interventions with dedicated medical teams on site.

4.9. Access by persons under the influence of alcohol/illegal substances is strictly prohibited.

4.10. The organizer reserves the right to evict from the Christmas Fair, in accordance with the legal provisions, participants who do not comply with the requests of the organizer or the security company regarding the proper functioning of the Christmas Fair. If the situation so requires, they will be handed over to the competent authorities.

4.11. Participants are obliged to notify the organiser or the security agents of any irregularities they report during their participation in the Christmas Fair.

4.12. The entire area of the Christmas Fair is under video surveillance by the security company. By being present at the Christmas Fair, participants consent to being under video surveillance for the duration of their stay.

V. CONDUCT DURING THE EVENT

5.1. It is forbidden to sell products and distribute promotional materials or any other form of advertising both in the area of the Christmas Fair and in the vicinity of the event, without a written agreement from the organizer.

5.2. The organiser supports the promotion of traditional customs and traditions, but for reasons of safety of the participants spontaneous artistic activities without written consent of the organiser are forbidden.

5.3. The organiser has the right to stop spontaneous artistic and other activities, carried out individually/collectively, which may endanger the safety of the initiators or other participants, even if they have been previously agreed.

5.4. Visitors have the obligation to refrain from any actions, statements or behaviour that may endanger the life, health or physical integrity of other persons or that may violate their rights.

5.5. Participants are obliged to keep an eye on their personal belongings throughout their participation in the Christmas Fair; the organiser is not responsible for their loss, destruction or theft.

5.6. Hot food is sold at the Christmas Fair. The organiser advises to handle them properly to avoid possible injuries.

5.7. Participation in the Christmas Fair is at one's own risk, and individuals must ensure that they are physically and mentally fit when exposed to the following situations/activities:

- Presence in possible crowded areas with loud noises, visual or audio special effects;

- entertainment activities with risk of injury.

*** Minors and their parents/guardians are solely responsible for the risks they are exposed to by participating in the Christmas Fair and their involvement in incidents that result in physical/mental health damage or injury caused by them.

5.8 We recommend that adults accompany children under 14 years of age to the event area, as they are directly responsible for the safety of minors.

VI: MARKETING OF ALCOHOLIC BEVERAGES

6.1. The marketing of alcoholic beverages to persons under 18 years of age is prohibited by law. The consumption of alcoholic beverages is also forbidden to this category of persons, according to legal provisions. We recommend moderate alcohol consumption. Traders at the Christmas Fair can ask for ID to verify the age of consumers.

VII. ACCESS WITH PETS

7.1. The organiser recommends that participants do not bring pets to the event, as a large number of participants are expected and the noise produced may be much higher than the level they can bear.

7.2. However, if the participant wishes to participate with their pet, they must be kept on a leash and large pets must also be muzzled (pet owners are solely responsible for the actions of their pets). Dog owners are required to clean after their pets.

VIII. CLEANING

8.1 In order to keep the Christmas Fair area clean, please dispose of trash and household debris in the containers located on site.

IX. INTELLECTUAL PROPERTY RIGHTS

9.1. Everything posted on various types of media in the Fair Area, such as, but not limited to, images, text, graphics, symbols, logos, databases, etc. is the property of the Organiser and/or its Contractual Partners. All these are subject to intellectual property law.

9.2. Visitors and Third Parties may not use, copy, distribute, publish or incorporate into other documents or materials such markings/information in any form for the purpose of obtaining revenue without the prior express written permission of the Organiser and/or its Contractual Partners.

X. PHOTO/VIDEO

10.1. During the Christmas Fair, the Organiser and accredited persons have the right to record/photograph the Christmas Fair. By being present at the Christmas Fair, members of the public give their consent to appear in the photographs and recordings taken and their subsequent use by the Organiser for advertising, promotional and documentary purposes. Access to the Christmas Fair with cameras is allowed.

10.2. By attending this event, you acknowledge that images or recordings that include you may be used publicly and may appear in media materials associated with the event, including, but not limited to, the event website, social media, printed materials and other communication channels.

10.3 If you are the parent or guardian of a minor participant, by allowing the minor to participate in the event, you are granting permission for photography and use of audio-visual materials associated with the minor.

10.4. The Organiser and authorised persons shall have the unrestricted right to profit from, use (in particular for the purpose of promoting the Festival), copy, publish, publicly broadcast and distribute such Visitor recordings without having to pay the Visitor for doing so.

10.5. The event organisers undertake to respect the confidentiality and dignity of the participants. If you have any special concerns or requests regarding the use of your images, please contact us in advance.

10.6. The organizer reserves the right to establish areas/locations with prohibited photography/filming. In case of non-compliance, the Organiser has the right to delete such recordings.

XI. LIMITATION OF LIABILITY

11.1. The Organiser is not liable for theft, loss or destruction of personal property or force majeure.

11.2. The Organiser is not responsible for the Participant's property or for any damage caused to it.

11.3. The Organiser gives no guarantee as to the possibility of entering the Fair at the desired time or as to the possibility of attending the desired concert on time or as to the quality of the entertainment, and excludes the payment of damages, compensation or indemnification of any kind to the visitor.

11.4. During the Fair, the Organiser may make changes to the programme (artistic, organisational, etc.) unilaterally, depending on various situations that may arise along the way.

11.5. The Organiser reserves the right to modify, restructure and develop the Services and Products offered at the Fair, at its discretion, as required. Visitors shall not be entitled to make any claims against the Organiser in respect of such modifications, restructuring or further development.

11.6. The Organiser is not obliged to cancel the Fair in case of bad weather, however, if the authorities request the suspension or closure of the Fair by the Organiser due to force majeure, the Fair or part of it will be cancelled/suspended and the Organiser cannot be held liable to visitors or other third parties for its closure/suspension.

11.7 Visitors expressly note that they may also purchase Products and Services in connection with the Fair that are offered by other Contractual Partners, and not by the Organiser. In such cases, the contract is concluded directly between the Visitor and the Contractual Partner and the rights and obligations arising from the legal relationship apply exclusively to the Visitor and the Contractual Partner.

11.8. Visitors can enter the Fair and participate in the various activities at their own risk. The Organiser shall be exclusively liable for intentional breaches of contract which are directly attributable to it and breaches of contract which endanger human health, integrity or physical health, if such damage is caused solely by the Organiser and could not have been avoided by the Participant by taking due care, and excludes any liability beyond the explicit legal rights of the Participants in connection with any damage, including those affecting human life, integrity or physical health or property damage.

11.9. The Organiser shall not be liable for the unlawful activities or omissions of any Visitor, Unauthorised Participant, pet or Third Party. If a Visitor, Non-Authorized Participant, Third Party causes damage of any kind to another Visitor, Non-Authorized Participant or Third Party, the latter must bring any action against the person at fault for compensation for the damage and not against the Organizer.

11.10. The Organiser also does not take responsibility for any damage or injury that may arise from fireworks. Participants take full responsibility for their physical/psychic ability to participate in the various activities of the Event.

XII. LITIGATION

12.1 Any dispute arising between the Organiser and visitors as a result of participation in the Fair shall be settled amicably. If this is not possible, the Romanian courts in Cluj-Napoca shall be competent to settle disputes.

12.2 The applicable law is Romanian law.

Version of the Rules for Participation and Access updated on 23.11.2023.