

Terms and Conditions

Night Sky

This document contains the terms and conditions whose fulfillment is mandatory to attend every and each event organized by **Night Sky** and when their website is used. These conditions shall govern the contractual relationship between you and **Night Sky**. Every inquiry, complaint or correspondence relating these conditions or the **Night Sky's** website will have to be directed to the contact details listed on the designated area of their webpage.

Art. 1 - Attendee

The attendee.....

place of birth date of birth

residence address..... cap/zip.....

Telephone..... E-mail.....

ID..... number

date and place of issue (if any)

name of the event

Art. 2 - Parent or legal guardian

(to be filled in only if the attendee is a minor)

The parent or legal guardian.....

place of birth date of birth

residence address..... cap/zip.....

Telephone..... E-mail.....

ID..... number

date and place of issue

social security number/tax number

Art. 3 - Minors

Minors who will have already turned 17 before the date of the event will be able to participate on their own, but they will have to submit to the organization a written authorization signed by a parent or a legal guardian and to enclose a photocopy of the ID of the person signing.

Minors who will be between 14 and 16 years old at the time of the event will be able to participate only if accompanied by an adult. In case the adult whose accompanying the minor is not a parent or a legal guardian, the minor will have to submit to the organization a written authorization signed both by a parent or a legal guardian, and by her/his chaperone and they will have to enclose the photocopies of the IDs of the signatories. In case the chaperone is a parent or a legal guardian, they will still have to submit to the organization a written authorization signed by the parent or legal guardian and to enclose a photocopy of the ID of the person signing. The chaperone and/or the parent or legal guardian will not have access to the areas where all the activities take place and will not be able to buy any extra. If the chaperone and/or the parent or legal guardian want to regularly

attend the event, they will have to buy a pass.

Minors under the age of 14 at the time of the event will be able to participate only if accompanied by a parent or a legal guardian, but they will have to submit to the organization a written authorization signed by the parent or legal guardian and to enclose a photocopy of the ID of the person signing. The parent or legal guardian will not have access to the areas where all the activities take place and will not be able to buy any extra. If the parent or legal guardian want to regularly attend the event, she/he will have to buy a pass. All the attendees under the age of 14 at the time of the event will have to notify their intention to participate before submitting their data on the **Night Sky's** website, the organizers shall then evaluate the situation and decide in accordance with the rules of the organization whether to accept or not their submission. The decision will be arbitrary and not contestable. All the authorization forms can be downloaded from the designated area on the **Night Sky's** website.

The organization shall not be held liable in any way in the event the data and/or the documents of a minor and/or of a parent or legal guardian and/or of the chaperone of one of the attendees are proved to be counterfeited. **Night Sky** has the right to persecute anyone who will infringe the terms of this document, and to request compensation in accordance with provisions of the Italian law.

Art. 4 - People with disabilities

The access to the event is guaranteed to people with disabilities. People with disabilities can indicate their special needs when they purchase the pass, so as to enable a more efficient organization. People with disabilities will have the priority access to all the activities and will not have to wait in line. In case a person with disabilities needs a companion, they can indicate it when they purchase the pass. In case the event is a convention, a meeting or anything similar, the companion will have access to all the areas of the event, but will not be able to buy any extra. If the companion wants to regularly attend the event, she/he will have to buy a pass.

In case of events of other kinds, the companion shall buy a pass to access the event.

Art. 5 - Events

Night Sky is a no-profit organization whose primary purpose is to organize various types of cultural events (conventions, meetings, live concerts etc.). Every event by **Night Sky** is open to both Italian and not-Italian attendees. All the events organized by **Night Sky** are private events to which anybody can attend only by purchasing a ticket, called pass. It is possible to buy extras connected to an event (photos, autographs and/or others) only after the purchasing of a pass. The number of tickets (pass) and extra available for an event may be restricted to a maximum, at complete discretion of the organization and/or the guests. It is not possible to change a pass already purchased, except for one of higher value. The pass and all the extras connected to it are named and personal, and they guarantee the access only to the person who buys them. It is strictly forbidden the illegal resale of pass and extras, under penalty of annulment of pass and extras without any right to refund. It is strictly forbidden to attend the event with pass and extras that are named to someone else, under penalty of annulment of pass and extras without any right to refund.

Art. 6 - Place and dates of the events

The place and the dates of every event organized by **Night Sky** will be communicated in due time on their official website and on all the social account connected to it. **Night Sky** has the right, should it be necessary FOR ANY REASON, to change the place and the dates of an event, without prior authorization from any of the attendees. **Night Sky** declines any responsibility and will not provide any kind of refund in case these changes make it impossible for anyone to attend the event. In case of change of the place and dates of an event, **Night Sky** declines any responsibility for the expenditure of the attendees (ex. transports and accommodations) and will not provide any kind of refund.

Art. 7 - Guests

Night Sky has the exclusive right to choose the guests for their events. Guests reserve the right to cancel their participation; in case a guest has to cancel her/his participation, without any guarantee, **Night Sky** will try to find a replacement.

It is strictly forbidden to take photos and/or to make audio and/or video recordings during the autograph and photo sessions, the meet&greet and/or any other activity the organizers shall indicate, under penalty of annulment of pass and extras without any right to refund. It is allowed to take photos during the main activities (panels, soirees, and/or any other activity the organizers shall indicate) and only by using the modalities provided by the organization, under penalty of annulment of pass and extras without any right to refund. It is strictly forbidden to pester the guests with photo and/or autograph requests and/or to disturb them in any way during their free and private moments, under penalty of annulment of pass and extras without any right to refund.

In case a guest has to cancel, those with their extras will be able to change them by choosing between the extras of the other guests. Anyone who wants to change their extra will have to notify their intention to the organizers, who shall then evaluate the situation and decide in accordance with the rules of the organization whether to accept or not their request. The decision will be arbitrary and not contestable. **Night Sky** will not provide any kind of refund in case one of the guests has to cancel their participation. The managers and the guests reserve the right to refuse to sign any item that will not be considered appropriate. It is possible to ask for an autograph on a personal item, a sheet of paper and/or an object from the official merchandising concerning the guest (DVDs, books, posters etc.). It is possible to bring gifts to the guests, but they will have to be unpacked and inspected by an organizer. Gifts wrapped or packaged will not be accepted. **Night Sky** reserves the right to refuse any gift that will not be considered appropriate. It is not possible to give any kind of food to the guests.

Art. 8 - Website and malfunctions

No material from the **Night Sky**'s website or any other page which property, management, license or control correspond to **Night Sky** can be copied, reproduced, reedited, uploaded or posted on the net, or transmitted or distributed in any form except the downloading of materials on one single computer to its domestic, personal and non-commercial use as long as the copyright information and the property rights are kept intact. The modification of the material and its use for any other purpose means a violation of the copyright and property rights of **Night Sky**. For this purpose, it is prohibited the use of these materials on any other webpage or environment connected to the net. **Night Sky** declines any responsibility in case of existing interruptions or malfunctions of the servers or the contents offered by internet, when the cause of its origin is in breakdowns produced by natural catastrophes, situations beyond control, extreme urgency, attacks or informatic intrusions and/or any other situation beyond control or fortuitous cause. Likewise, **Night Sky** is not held responsible for network failures, business loss as a consequence of those outages, temporal suspensions of the electric fluidity, failure in telematics networks etc.

None of the products provided by **Night Sky** will be dispatched. All the pass and extras will be delivered before the event, using the modalities that **Night Sky** shall consider more appropriate. **Night Sky** declines any responsibility in case pass and extras are purchased on any other website which is not the official website of the organization.

Art. 9 - Liability

Night Sky reserves the right to remove from the place of the event, without any kind of refund, those who will not behave properly and in accordance with the rules of the organization. It is strictly forbidden to bring any type of weapon and/or dangerous substance and/or article in the place of the event, under penalty of annulment of pass and extras without any right to refund.

Every person who decides to attend one of the events organized by **Night Sky** has legal liability for his or her actions and the participation is at their sole risk, whether they are minors or not. **Night Sky** declines any responsibility and is not liable to prosecution

for any direct and/or indirect damage to people and/or things, loss or theft of personal belongings, harm and/or harass to any of the attendees. In case the attendee is under the age of 17, the legal liability shall be of the chaperone and/or of the parent or legal guardian whose accompanying them. The events organized by **Night Sky** may take place in different locations such as hotels, theatres, convention centers and/or others. Wherever the event is going to take place, all the attendees shall consider that this place may not be completely reserved to the event and that they are required to behave respectfully towards other people, under penalty of annulment of pass and extras without any right to refund.

Art. 10 - Refunds

Night Sky will provide a refund only in case an event is canceled. In case **Night Sky** has to cancel one of their event, the attendees will be refund of the amount of their pass and extras minus the percentage applied for the commission, which is equal to 3,9% + 0,79 euros of the said amount. In case **Night Sky** has to cancel one of their event after the signature of the contracts with the guests and/or the locations, the attendees will be refund of the amount of their pass and extras minus the percentage provided for the expenditure effected by **Night Sky** until that moment. Every refund application shall be submitted within 30 days from the date of the cancellation. **Night Sky** will not provide any kind of refund in case any of the attendees is unable to attend the event. In case **Night Sky** has to cancel one of their event, the organization declines any responsibility for the expenditure of the attendees (ex. transports and accommodations) and will not provide any kind of refund.

Art. 11 - Privacy

By signing this document, the attendee or their parent or legal guardian expressly enables **Night Sky** to the treatment of their personal data in accordance with the Legislative Decree 196/2003 and with the General Data Protection Regulation Decree of the EU n. 2016/679. The organization shall not be held liable in any way in the event the data and/or the documents of an attendee and/or of a parent or legal guardian of one of the attendees are proved to be counterfeited. **Night Sky** has the right to persecute anyone who will infringe the terms of this document, and to request compensation in accordance with provisions of the Italian law.

Art. 12 - Photo, audio and video recording, reproduction and transmission

Night Sky owns the rights for all the photo and/or audio and/or video recordings made during their events, and (photo, audio and/or video) shall not be used for commercial purposes by anybody except for the ones with written and signed authorization from the organization. Photo and/or audio and/or video recordings can be used only by **Night Sky**, for commercial purposes and/or to promote their events, on their official website, on all of their social accounts and networks connected to it and by any other website and/or page with a written and signed authorization from the organization.

The attendees, by submitting this document, expressly enable **Night Sky** to the free use of their image in photo and/or audio and/or video recordings, provided that they do not effect their personal dignity in any way. Likewise, the parents and/or legal guardians of all the attendees under the age of 18, by submitting this document, expressly enable **Night Sky** to the free use of the image of the said attendees in photo and/or audio and/or video recordings, provided that they do not effect their personal dignity in any way. The attendees, the parents and/or legal guardians shall not be entitled to seek for any kind remuneration for the use of their images, and/or to ask for the cancellation and/or removal of the said images from any website and/or network. **Night Sky** has the right to persecute anyone who will infringe the terms of this document, using the photo and/or audio and/or video recordings made during their events and copyright-protected, without authorization except for the downloading of materials on one single computer to its domestic, personal and non-commercial use, and to request compensation in accordance with provisions of the Italian law.

Photo and/or audio and/or video recordings will not be allowed, except when indicated and with the

modalities provided by the organizers, under penalty of annulment of pass and extras without any right to refund. **Night Sky** has the right to persecute anyone who will infringe the terms of this document, using the recording, the reproduction and/or the transmission of the photo and/or audio and/or video recordings and/or of all the copyrighted material concerning one of their events without written and signed authorization from **Night Sky**, to ask for the cancelation and/or removal of the said material, and to request compensation in accordance with provisions of the Italian law.

Art. 13 - Jurisdiction

The parties submit all their disputes arising out of or in connection with this document to the exclusive jurisdiction of the Courts of Milan (FORO DI MILANO).

Art. 14 - Governing law

This document is governed by the laws of Italy.

Art. 15 - Language and validity

For convenience of both parties, this document shall be drawn up in English. However, in case of dispute the only language of the proceedings will be Italian.

Art. 16 - Termination of the document

The expiration or termination of this document, for whatever reason it occurs, shall have no effect on the dispositions contained in the articles: **Art. 9** (*Liability*); **Art. 10** (*Refunds*); **Art. 11** (*Privacy*); **Art. 12** (*Photo, audio and video recording, reproduction and transmission*); **Art. 13** (*Jurisdiction*); **Art. 14** (*Governing Law*); **Art. 15** (*Language and validity*).

Place and date

Signature of the attendee

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Place and date

Signature of the parent or legal guardian

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The attendee and/or the parent or legal guardian, in accordance with the article 1341 of the Italian Civil Code, by signing the present article, declare to approve explicitly and specially the clauses contained in the articles: **Art. 3** (*Minors*); **Art. 5** (*Events*); **Art. 6** (*Place and dates of the events*); **Art. 7** (*Guests*); **Art. 8** (*Website and malfunctions*); **Art. 9** (*Liability*); **Art. 10** (*Refunds*); **Art. 11** (*Privacy*); **Art. 12** (*Photo, audio and video recording, reproduction and transmission*); **Art. 13** (*Jurisdiction*); **Art. 14** (*Governing Law*); **Art. 15** (*Language and validity*); **Art.16** (*Termination of the document*).

Place and date

Signature of the attendee

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Place and date

Signature of the parent or legal guardian

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