

GENERAL TERMS AND CONDITIONS

Effective: from 1 October 2021

These General Terms and Conditions (hereinafter **GTC**) govern the general conditions of the attendance of ticket purchasers and visitors at any festivals (hereinafter each referred to as **Event**, collectively referred to as **Events**) organised and staged by **EXIT Foundation** (hereinafter **EXIT**), as well as the rights and obligations arising from the legal relationship between EXIT and the ticket purchasers and visitors (hereinafter collectively referred to as **Contracting Parties**).

The provisions of this GTC are applicable in all cases to attendance at the Events, and the legal relationship between EXIT and the ticket purchasers and visitors.

EXIT informs the Visitor that the GTC, the Visitor Policies of each Event and the privacy policy are available and may be printed from the exitfest.org website.

I DETAILS OF EXIT

1. Full company name of EXIT: Foundation EXIT
2. Registered office of EXIT: Kisačka 5, Novi Sad, Serbia
3. Company registration number of EXIT: 17746898
4. Tax ID of EXIT: 106064784

II DEFINITIONS

1. **EXIT:** the company defined in section I.
2. **Event/Events:** any festival/festivals organised and staged by EXIT, that is the totality of performing art – music, entertainment and cultural – programmes and other free or paid services provided by EXIT in a given period in a certain area.
3. **Term of the Event:** the term of any given Event shall correspond to the time period between the commencement and the closing of the Event. Commencement of an Event shall correspond to the beginning of validity of the Ticket that authorizes for the earliest entry for the given Event. Closing of an Event shall correspond to the end of validity of the Ticket that authorizes for the longest stay at the given Event. EXIT reserves the right to organize programmes, or provide services on an additional day, that is before or after the Term of the Event, as specified hereinbefore. Such additional days shall not be considered as an integral part of the Event, and may be visited only with a supplementary ticket.
4. **Product:** items and rights which may be purchased from EXIT, its Associates or other Contracted Partners in the framework of the Events, as well as any vouchers or other similar means which may be exchanged for them.
5. **Service:** any service which is made available by EXIT or its Contracted Partners at the Events either free of charge or for consideration.

6. Ticket: a certificate issued in any (printed or electronic) form, verifying a claim for a wristband at the Event organised by EXIT. Tickets have a unique identifier.

7. Non-visitor Ticket: all types of Tickets not explicitly identified as “visitor ticket”.

8. Wristband: a certificate applied by EXIT when validating a Ticket which provides entitlements identical to those included in the Ticket and – provided that it is secured according to section VI/1 – exclusively certifies that its bearer is entitled to visit the respective Event. Entitlements included in certain Tickets may be provided by more than one wristbands. Wristbands remain in the property of EXIT until twenty-four hours after the closing of the Event.

9. Consumer: the Ticket Purchaser and the Visitor. An Unauthorised Participant shall not be considered as a Consumer.

10. Ticket Purchaser: the person purchasing the ticket from EXIT.

11. Visitor: a natural person entitled to enter and participate in a specific Event.

12. Unauthorised Participant: a natural person attending a respective Event without having a valid title for entry, including that person who exchanges for a wristband a Ticket that he/she acquired unlawfully.

13. Associate: a subcontractor or agent of EXIT who facilitates the organisation of the Event.

14. Contracted Partner: an enterprise or other legal person performing independent activity at a respective Event based on a contractual relationship with EXIT, and not qualifying as an Associate.

15. Third Parties: natural and legal persons other than EXIT and the Consumer.

16. Visitor Policy: documents applicable to the respective Events, partly providing a short summary of the provisions contained in this GTC, partly containing special mandatory provisions for each Event set forth with respect to the circumstances of the respective Event, including entry and conduct rules; they do not constitute an annex of the GTC and are available on the website of EXIT and the sub-pages thereof.

17. Price List: a document not constituting part of the GTC, containing the description, price and associated administration costs of tickets and passes sold by EXIT, as well as the various discount periods for ticket sales.

18. Payment Policy: a document not constituting part of the GTC, governing the rights and obligations in respect of the use of cash-free payment methods issued based on a case by case decision by EXIT for certain Events.

III SCOPE OF THE GTC

1. The personal scope of this GTC covers EXIT, as well as the Consumers and Unauthorised Participants. The conditions of the legal relationship between EXIT and the Associates and Contracted Partners are contained in separate contracts.

2. This GTC is for an unlimited period.

3. The Consumer agrees that EXIT is entitled to modify this GTC unilaterally for well-founded reasons. A well-founded reason is a change in a mandatory provision of any legal regulations relating to the legal relationship between the parties, or if the modification is supported by the requirement to conduct the Event in a safe and profitable manner at all times, by public safety or public health aspects, a development or change of ticket sales processes applied by EXIT, or domestic or international economic and health and safety conditions, market processes or by a change in festival visiting habits. If the GTC is modified, the modifications are marked in italics and underlined type face and deletions are marked with strikethrough for comparison with the contents of the consolidated version of the most recent GTC. The modifications take effect immediately upon publication on the website operated by EXIT and, if the modification affects the legal relationship under section IV/2. (i.e. not exclusively the ticket purchase process under section V.), the Consumer, for fourteen days from this date, is entitled to terminate this legal relationship in writing without giving reasons, provided that he has not begun visiting the Event. The Consumer does not have a termination right if the modification contains only provisions more favourable to Consumers. With respect to this, EXIT notes for the Consumer that the GTC – as well as the Visitor Policy of each Event, which do not constitute part of this GTC – may be modified after ticket purchase, even immediately before the Event. EXIT recommends that the Consumer should monitor the modifications of this GTC.

4. The Ticket Purchaser agrees by purchasing the Ticket, the ticket holder other than the Ticket Purchaser agrees by receiving the Ticket and the Visitor – if he/she has not already been a ticket holder – agrees by receiving the wristband to be bound by this GTC. The Ticket Purchaser – and if further transfers occur, the further transferor – shall be required to inform the Visitor about this upon transferring the Ticket, and shall be responsible for any damage arising from omission of information. The Unauthorised Participant who has a wristband agrees by receiving the wristband, the Unauthorised Participant who does not have a wristband agrees by commencing unauthorised participation at the Event to be bound by the provisions and obligations set forth by this GTC, and he/she acknowledges the fact that pursuant to this GTC he/she shall have no rights toward EXIT, with respect to the circumstance that EXIT does not enter into a contract with the Unauthorised Participant and does not make any undertakings toward him/her.

IV THE NATURE OF THE LEGAL RELATIONSHIP

1. The Ticket authorising participation at the respective Event is sold by EXIT to the Ticket Purchaser, which legal relationship is completed by paying the consideration for the Ticket and the transfer of the Ticket by EXIT. Following this the Ticket Purchaser – if he/she remains in the possession of the Ticket – or the actual ticket holder shall be entitled to receive the wristband(s) from EXIT.

2. EXIT provides the Visitor with the opportunity to participate in a given Event. The Unauthorised Participant shall not be entitled to participate in the Event.

3. A given Event – in accordance with the provisions of section II/2 – is constituted by the totality of the programmes and the Services provided by EXIT, and the contents and quantity of programmes and Services available at the Events is developed by EXIT as organiser and stage-manager in accordance with the practice of previous years. Considering that EXIT provides the programmes and Services in cooperation with numerous Associates and depending on the

performance of such Associates, EXIT shall not guarantee for the Visitor the availability, content, quality and quantity thereof (such as the performance of a certain artist, that the performance of a certain artist shall be according to the Visitor's expectations, or the opportunity to participate in a specific programme and/or at a specific venue), which however takes shape depending on the special characteristics of the venue and the equipments therein (like the holding capacity of a given venue). Nevertheless, at all times EXIT uses all efforts to provide the programmes and Services communicated beforehand, and if provision becomes impossible, to substitute another programme or Service for the cancelled programme or Service communicated beforehand.

V TICKETS, TICKET PURCHASE

1. Ticket

After the exchange of the Ticket for a wristband, the wristband incorporates the rights and obligations provided by the Ticket.

2. Ticket purchase

2.1 Ticket purchase via electronic means

The online ticket purchase methods are provided by EXIT through its own online sales interface, or involving a specialised Contracted Partner through a secure online payment interface provided by a financial institution. After providing the necessary data, accepting this GTC and a successful bank transaction, vouchers or download links are provided by EXIT or its Contracted Partner. If the Ticket Purchaser does not receive the Ticket(s) due to a technical problem, EXIT or its Contracted Partner, if notified by the Ticket Purchaser, shall send them again, free of any charge. Considering that the ticket purchase is considered as completed and the Ticket is considered as delivered to the Ticket Purchaser when EXIT or its Contracted Partner sends out the voucher(s), it is the Ticket Purchaser's sole responsibility to notify EXIT or its Contracted Partner in case he/she does not receive his/her Ticket.

A separate certificate (voucher and/or other individually identifiable electronic solution [for example QR code]) is assigned to each Ticket purchased. If more than one Ticket is ordered, all certificates must be presented. For each certificate (voucher or other individually identifiable electronic solution) EXIT would only hand over one wristband (and, depending on the type of the Ticket, a supplementary [for example, a VIP-] wristband).

The Ticket Purchaser is responsible for retaining the certificate (voucher and/or other individually identifiable electronic solution) and for presenting it when entering to the Event in a form communicated by EXIT in the course of the ticket purchase.

For transaction security reasons and to facilitate those written in the privacy policy, EXIT preserves the data of the Ticket Purchaser which shall be linked in EXIT's database to the Tickets purchased.

Wristbands are handed over by EXIT to the first person at the respective Event on the spot who presents the barcode given in the certificate (in the voucher or in the other individually identifiable electronic solution). In case of a misuse of the certificate (for instance an earlier, unauthorised entry with the barcode) EXIT shall not issue a new wristband or new Ticket. Considering this it shall be the Ticket Purchaser's or the subsequent ticket holder's sole obligation and responsibility to

safeguard the certificate (voucher or other individually identifiable electronic solution) diligently, in a way to avoid access for unauthorised persons. EXIT excludes its liability for all and any misuse.

Further information about the detailed conditions applicable to online ticket purchase is provided by EXIT or its Contracted Partners on the online ticket purchase interfaces, especially in respect of the following topics: concluding a contract online, payment and performance methods, invoicing and data handling.

EXIT or its Contracted Partners reserve the right to charge an administration fee or booking fee per item for the online service, the amount of which is set out in the price list as amended from time to time.

2.2 Ticket purchase in person

The Ticket Purchaser may receive the Ticket(s) at the sales points operated by EXIT or its Contracted Partner in office hours, in exchange for cash, discount card or discount voucher type as defined by EXIT or by bank transfer, upon simultaneous performance.

2.3 The transfer of Tickets related to Covid 19 pandemic reason

Detailed terms of Covid-related ticket transfers (to the following year) are available at: exitfest.org

3. Replacement, exchange and refund of tickets

The purchase of tickets may be cancelled at any time before payment is effected without any consequences. Following this, the Ticket Purchaser is not entitled to withdraw from the ticket purchase service. EXIT excludes the exchange, replacement or refund of the Tickets, or the reimbursement of their purchase value, except in special cases, determined case by case.

VI. ATTENDANCE AT THE EVENTS

1. Wristband

The Ticket shall only entitle its holder for a wristband if he/she has acquired it lawfully. In case suspicion arises during entry for the Event that the ticket holder may have acquired his/her Ticket unlawfully (especially via a credit card fraud) EXIT explicitly reserves the right to demand from the ticket holder documents and/or certificates verifying the lawful acquisition or purchase of the Ticket, to judge the sufficiency of these at its own discretion, and in the lack of a satisfactory document or certificate to invalidate the Ticket and refuse entry for the Event.

As a general rule, wristbands worn on the wrist entitle the Visitor to remain in the area of the Event; if necessary and approved by EXIT, however, the wristband may be worn on another limb provided that the wristband cannot be removed without damaging it. Compliance with this is inspected by EXIT and its Associates at the entrance, at the exit and continuously in the area of the Event. The Visitor bears full liability for any damage to or loss of the wristband; therefore, upon the occurrence of such an event, the Visitor loses his/her rights provided by an intact wristband, and is required to leave the area of the Event. Damaged wristbands - those re-sealed or severed, whose fastener has been opened, whose diameter exceeds that of the wearer's fist or which have been tampered with in any way, etc. - are invalid. EXIT will not replace or exchange damaged or lost wristbands.

Furthermore, EXIT reserves the right to inspect on the spot the legal title of the holders of non-visitor wristbands. Those inspected must cooperate with EXIT and hand over the information required.

2. Entry

2.1 Entry to the Events is only possible at the designated places and time periods, exclusively by authorised persons.

2.2 Upon entry, Visitors and Unauthorized Participants subject themselves to the lawful entry procedure applied to the given Event.

2.3 For ensuring the safe conduct of Events, EXIT reserves the right to restrict in the Visitor Policy of the Event the scope of objects or equipment which may be taken in to the area of the Events.

2.4. Entry in a vehicle to the area of Events is not permitted without a permit issued by EXIT. Those holding a vehicle entry permit are also obliged to follow all traffic rules and regulations at Events. EXIT recommends using forms of public transport and taxi services to access the Events.

2.5. Children under the age of 7 (seven) may visit the Event free of charge. Children under the age of 17 (seventeen) may only enter the Events if accompanied by an adult (over 18 years of age and in full possession of his/her faculties).

2.6 In order to protect the health of Visitors, employees and all other persons present at the Event, EXIT reserves the right to restrict the entry to the Event with specific requirements in connection with the Covid-19 pandemic which are available at exitfest.org/en/covid. Visitors who do not fully comply with these specific requirements will not be allowed to enter the Event venue.

3. Rules of conduct on the sites of the Events

3.1 Visitors are required to abide by general norms and in accordance with relevant legal regulations, the GTC and with the given Visitor Policy on the sites of the Events. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights. Visitors are required to pay special attention to the protection of natural resources on the sites of the Events and must refrain from harming these natural resources. The Visitor acknowledges the fact that camping sites used by Tickets purchased from EXIT are part of the Event site, therefore the provisions of this GTC and the Visitor Policy of the given Event shall also regulate the rules of entry and conduct at these sites.

3.2 Visitors acknowledge that EXIT, its Contracted Partners as authorized by EXIT, Associates, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Events. Accordingly, all Visitors, by virtue of their participation at the Events, give express permission to the recording and publication of their image, likeness and actions. Visitors, however, may only be named in such recordings with their express permission. Visitors considered public figures may be named without their permission. The person making recordings according to the above rules shall gain transferrable and exclusive usage rights that are unrestricted in time, geographical location and form of usage with regard to the recordings of Visitors. EXIT and persons authorized by EXIT are entitled without restriction to make profit from, use (especially for

the purpose of promoting the Events), copy, publish, rework, make public, broadcast to the public and distribute such recordings of Visitors, without having to provide any consideration to Visitors. Visitors expressly acknowledge that EXIT may record the Events, concerts and programmes, may copy the recordings and distribute them on image-bearing media, may broadcast them or otherwise make them public and may do so repeatedly, including making the Events, concerts and programmes available to the public by wire or by any other means (for example, through YouTube), such that members of the public can individually select the place and time of access. Visitors are not entitled to make any claim against EXIT concerning recordings and their publication as set out above. Visitors are entitled to make sound and image recordings at the Events, but may only make sound and image recordings with a sound and image recorder integrated into a telecommunication device used for personal aims (for example a mobile phone or a tablet) or otherwise with a non-professional equipment, moreover, visitors may not sell, use for consideration or use for commercial purposes without consideration image and voice recordings that they have made, name Visitors featuring in such recordings without their consent, or violate the personal rights of such Visitors. EXIT is expressly not liable for other Visitors violating the above rules.

3.3 Any form of economic, commercial or advertising activity on the sites of the Events – including the area in front of the gates of the Event – without the prior written permission of EXIT is prohibited.

3.4 No alcoholic beverages may be served to minors under the age of eighteen and to intoxicated individuals by any vendor at the Events. The use of substances qualifying as banned drugs pursuant to the laws in effect is prohibited in the area of the Event and is punishable by law.

3.5. Given that the aim of the Event is to provide Visitors with civilised and undisturbed entertainment, demonstrations of any kind not related to events organised by EXIT, regardless of the number of participants, are prohibited. Nevertheless, EXIT reserves the right to permit certain demonstrations at its sole discretion based on prior request by the organiser of the demonstration. In such cases the participants are obliged to comply with these General Terms and Conditions and otherwise conduct themselves in a manner that does not disturb, impede, restrict or render impossible the entertainment of other Visitors, the ability to move around the Events area, access to the Events area or the ability to exit the Events area, and the use of Services and/or Products by other Visitors. EXIT is entitled to end demonstrations that it has not expressly authorized without giving a reason. EXIT also reserves the right to end demonstrations that it has authorized pursuant to the above without giving a reason. EXIT is entitled to set out conditions pertaining to demonstrations, in particular the number of participants, location and duration, at its exclusive discretion. If EXIT declares the end of a given demonstration, the participants are obliged to immediately stop the demonstration. If EXIT sets out conditions for a demonstration that it has authorized or recognized as described above, the participants are obliged to comply fully with these conditions.

4. Rules of conduct outside the sites of the Events

Visitors are obliged to conduct themselves in a civilised manner and abide by general norms, in accordance with the relevant laws, outside the sites of the Events and on the route there and back. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights, with particular regard to other Visitors and Third Parties who are local residents.

5. Lost items

The Visitor Policies for the individual Events set out the rules applying to lost items. EXIT advises that Visitors check the given Visitor Policy.

6. Safety

On the sites of the Events, EXIT's suitably qualified and authorized employees or Associates will ensure enforcement of the rules of conduct and safety. Visitors expressly undertake, by virtue of their participation in the given Event, that they will fully cooperate with these Associates within the bounds of the law and will follow their instructions in the event of an emergency.

7. First aid and medical care

Continuous first aid and medical care will be provided on the sites of the Events. The wristband does not entitle Visitors to use of these services; visitors are entitled to use these only if they provide suitable social security, health insurance or travel insurance cover, or if they cover the costs of these services themselves.

8. Provision of Services and sale of Products

Both Services and Products that are free of charge and those for which payment is required may be used at the Events. Visitors undertake to pay for all Services and Products for which payment is required, and assume liability for paying all due purchase prices and fees promptly.

Visitors shall make payments for Products and Services for which payment is required using the payment methods offered by EXIT, its Associates or Contracted Partners. If EXIT so decides with regard to any Event, on the site of the given Event all purchase prices and fees will be payable exclusively by the means designated by EXIT, instead of by cash.

9. Visitor Policies

The Visitor Policies of the individual Events do not constitute an annex of these General Terms and Conditions. The Visitor Policies summarize the key information concerning the given Event (name, location, duration, getting there etc.) and the main rules of conduct pertaining to the Event, as also set out partially in the General Terms and Conditions. EXIT draws attention to the fact that the Visitor Policies may be amended without prior notice, including immediately prior to the given Event, so EXIT recommends that Visitors monitor the Visitor Policies. The effective Visitor Policies may be viewed on the EXIT website.

VII WARRANTIES AND LIABILITY

1. EXIT warrants that Visitors can enter the given Event with the wristband provided in exchange for the relevant, lawfully-acquired Ticket, but EXIT does not undertake any warranty with regard to how long the entry process (that is, the exchange of the Ticket for a wristband and entering the Event with the wristband) shall take, in view of the large number of visitors. As is generally known, the Event consists of a collection of events, so, in view of the large number of visitors, the above warranty does not extend to the individual events, for example to whether it is possible to enter the

individual events, how long it takes to enter and the quality of enjoyment, and EXIT explicitly excludes to refund to the Visitor the price of his/her Ticket, or to give a subsequent discount, or to pay to damages, indemnification or compensation of whatever kind. Within the Events, EXIT is entitled to unilaterally change the times of individual events (that is, EXIT expressly reserves the right to change the programme), but the times of events will not necessarily be changed in the event of bad weather conditions. Considering that there is no contractual relationship between EXIT and the Unauthorised Participant, EXIT explicitly excludes all liability toward the Unauthorised Participant for contractual breach and for all claims that a Consumer may enforce.

2. EXIT reserves the right to modify, restructure and further develop the Events, and the Services and Products provided at the Events, according to its discretion, as required. Visitors are not entitled to make any claims against EXIT with regard to such modifications, restructuring or further developments.

3. Consumers expressly acknowledge that Products and Services may also be purchased in connection with the Events that are provided by other Contracted Partners and not by EXIT or its Associates. In such cases, the contract is concluded directly between the Consumer and the Contracted Partner, and the rights and obligations arising from the legal relationship apply solely to the Consumer and the Contracted Partner. Consumers expressly acknowledge that they may not make any claim against EXIT with regard to such Products and Services or in connection with the contract for such Products and Services. EXIT also states generally that it does not bear any liability in connection with Products and Services provided by Contracted Partners. Visitors may use Services and Products provided by Contracted Partners solely at their own risk. EXIT does not assume any liability for damage arising from or suffered in connection with purchasing or use of Services and Products provided by Contracted Partners.

5. Visitors may only enter the Event at their own risk. EXIT shall be liable solely for intentional breaches of contract imputable to it and breaches of contract damaging human life, physical well-being or health, if such damages are caused by EXIT, and excludes any liability beyond the explicit statutory rights of the Consumer with regard to any other damage event, including those damaging human life, physical well-being or health or damaging property. The price of the Ticket has been determined with consideration to the exclusions of liability set out above. If EXIT operates a storage facility for luggage or valuables, then it will be liable for items placed there, with the exception of items excluded in the given Visitor Policies, according to the rules and up to the limits specified in the given Visitor Policies. EXIT bears no liability with regard to items placed in the designated parking areas, in particular motor vehicles parked there and items in such vehicles.

6. After the Ticket Purchaser has been given the ticket, or the Visitor has been given the wristband, EXIT may not be held liable for damage to or destruction of the Ticket or wristband. Visitors are not entitled to make any claim against EXIT on the grounds of procedures used with regard to damaged or lost wristbands.

7. The Consumer states that the data that it has provided as being correct will be provided correctly when making purchases and on any other occasion when required for use of the Services. EXIT does not bear liability for damage resulting from incorrect or non-functioning data, email addresses or delivery addresses being provided, and may demand compensation for damage arising in this regard.

8. The Consumer acknowledges that EXIT does not bear liability for any damage or abuse arising during or as a consequence of any payment method, including if the Consumer has not reported the loss of a bank card to the bank issuing the bank card. EXIT in particular does not bear liability for the errors, failings or security of the payment method used. In the case of bank transfers, EXIT is not liable for the time taken for the transfer to be processed (with particular regard to banking holidays), or for damage arising from incorrect provision of the payee identifier or the transfer amount.

9. Visitors and Unauthorised Participants are fully liable under both civil and criminal law for any damage caused by them or their pets in the framework of the Event or in connection with the Event to EXIT, its Associates and Contracted Partners, other Visitors and Third Persons.

10. EXIT is not liable for any damage caused by the unlawful activities or omissions of any Visitor, Unauthorised Participant, pet or Third Person to any Visitor to EXIT, Unauthorised Participant, or Third Person.

11. EXIT is not liable for any damage events that may occur outside the Event or on the way there and back, since EXIT may solely be held liable for damage events occurring on the sites of the Events, providing the conditions for its liability set out in these General Terms and Conditions are met.

12. EXIT is not able to provide a place for Visitors to leave pets, equipment, drinks, food and tobacco products that may not be taken onto the sites of the Events, unless such a possibility is provided at a given Event, according to its Visitor Policy. However, EXIT shall not be liable for such items even in the latter case.

VIII PENALTIES

1. EXIT is entitled to terminate the legal relationship with regard to the given Event or all those Events for which the Consumer has a Ticket or wristband with immediate effect if the Consumer has breached any provision of these General Terms and Conditions in connection with the legal relationship pertaining to any Event. In such case, EXIT may invalidate the Consumer's Ticket or remove his/her wristband, and the Consumer shall be obliged to leave the Event. The Unauthorised Participant is not allowed to participate and must leave the Event without delay.

2. EXIT is entitled to impose a partial ban (applying to the given Event or certain Events) or full ban (applying to all Events organised by EXIT) on the Consumer or Unauthorized Participant concerned for a specified term (until the end of the given Event or for a longer specified period) in addition to or in place of immediate termination of the contract. Following expiry of the ban, EXIT is entitled to make attendance of the Events subject to individual conditions. If the Consumer visits an Event during the term of the ban or if, after the expiry of such ban, violates the individual conditions imposed by EXIT, then he/she shall be obliged to leave the Event without delay.

3. EXIT will report ticket forgers, persons participating in forgery, and persons committing other crimes to the relevant authorities.

IX TRADEMARKS AND COPYRIGHT

1. The trademarks, logos, and other information and materials on the websites of EXIT, in online and offline media and featuring at the Events are the sole property of EXIT. Visitors and third persons may not use, copy, distribute or publish such markings in any form for the purpose of generating revenue without the express and prior written permission of EXIT.
2. Trademarks, logos, other information and materials are subject to industrial property rights and copyright, and the rights to these are held by EXIT.
3. EXIT shall acquire unrestricted and exclusive usage rights with regard to comments, remarks, proposals and ideas communicated to EXIT, its Associates and Contracted Partners by Consumers in relation to the Events and in the course of the Events. EXIT shall gain exclusive ownership of all such remarks, and may not be restricted in using them in any way.

EXIT is entitled without restriction to make profit from, use, copy, publish, rework, make public, broadcast to the public and distribute such comments without having to provide any consideration for doing so.

X FORCE MAJEURE

If either the Consumer or EXIT is not able to satisfy any of its obligations as a result of fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority, or any other disturbance that cannot be foreseen and cannot be averted and that is beyond the control of the Consumer or EXIT, they shall not be liable for any loss or damage arising as a consequence of such events. This force majeure provision shall be applicable accordingly to the given Event as a whole, and to particular programmes or Services of the given Event.

For the avoidance of doubt, any failure or delay caused by, or resulting from any government action, government order, national, regional or local emergency, restrictions or quarantine due to the outbreak, occurrence, re-occurrence, emergence or re-emergence of corona virus (COVID-19) or a similar communicable disease shall be deemed to be an instance of Force Majeure.

XI DIFFERING RULES FOR FREE EVENTS

Chapters V and VIII, and Sections VII/6 and VII/7 of these General Terms and Conditions do not apply to free Events organised by EXIT, while sections III/3, III/4, VII/1, VII/5, VII/8 and Chapters IV and VI shall be applicable with the relevant deviations arising from the Events being free of charge.

XII CLOSING PROVISIONS

1. EXIT is entitled to use subcontractors and Associates.
2. EXIT is a company registered in Serbia and with its head office in Serbia. These General Terms and Conditions are governed by Serbian law, without regard to possible conflict of laws.
3. The chapter headings are designed for easier orientation, but shall not be used for the purposes of interpretation.

4. The staff of the Event will receive visitor questions, comments, complaints and ideas connected to the Events, food & drink, organisation of the Events or any other topic at the sites of the Events on behalf of EXIT. Other contact details will be provided on exitfest.org.

Novi Sad, 1 October 2021