

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Protection of privacy

The Spa Royal Festival undertakes to comply with the regulations on the protection of personal data, mainly the Belgian law of 8 December 1992 and the General Data Protection Regulation 2016/679 (which came into force on 25 May 2018) known as the "GDPR Regulation".

As part of the purchase of tickets for shows, certain personal data concerning you is collected directly from you.

The personal data collected in this way is as follows: your surname, first name, postal address, e-mail address, mobile phone number, whether you belong to a company, the company's contact details, payment and invoicing data, and booking history.

The processing of this data is necessary for the performance of the contract, i.e. the purchase of tickets for shows. The Spa Royal Festival also considers that it can send you information about other shows and events (newsletter), insofar as this meets its legitimate interests within the meaning of the aforementioned Regulation.

In particular with a view to setting up loyalty programmes, your data will be kept for an indefinite period, unless you exercise your right to be forgotten (see below).

In order to protect your personal data, we have put in place measures that comply with the most recent developments in IT security protocols.

As part of the protection of privacy, you have the following rights:

- right of access to your personal data;
- the right to rectification (if you find that your data is inaccurate or incomplete) and deletion ("right to be forgotten");
- the right to request the restriction or cessation of the processing of your data;
- the right to data portability (i.e. the right to request a copy of your personal data);
- right to object to direct marketing (sending of information for other events (newsletter, etc.))

Image rights: The Spa Royal Festival reserves the right to take photographs or film its audience during the show for promotional purposes. It nevertheless undertakes:

- Not to use targeted photos or videos (portraits, close-ups, highlights) of people without their permission. This authorisation may be implicit when it results from a pose taken by the persons photographed or filmed.
- Not to communicate or sell photos or videos of people to third parties for commercial purposes.

- To use photos or videos of people only for the purposes of promoting the show or festival, regardless of the medium or format used.
- To broadcast the show on radio or television only in compliance with the laws on the protection of privacy and the protection of copyright and related rights.

By reading the general terms and conditions, you consent to the use of your personal data in accordance with the above.

You are free to address any request or complaint relating to the protection of your data to the Festival at [vieprivee@royalfestival.be](mailto:vieprivee@royalfestival.be), or to the Commission Vie Privée CPVP, which will become the Autorité de Protection des Données (APD) at this address: [www.privacycommission.be](http://www.privacycommission.be).

Finally, we will keep you informed of any substantial changes to our privacy policy as described above.

## 2. General terms and conditions of sale

These conditions apply by operation of law to the exclusion of all other conditions and without restriction to all bookings made. They are subject to change without notice. Confirmation of the booking by the customer and payment for the tickets imply unreserved acceptance of these conditions of sale.

### 2.1. Online sale

All ticket prices are in euros and include VAT.

Payment methods accepted: bank transfer, Bancontact, credit cards (Visa, Amex, Mastercard), Belfius pay button, KBC payment button.

Online payment is secure, all information is protected and encrypted before transmission to the processing centre.

Only one payment is authorised per order. Any ticket purchased on our online sales site cannot be taken back, exchanged or refunded.

### 2.2. Ticket office sales at the Spa Royal Festival

Tuesday to Friday from 1.30 pm to 5.30 pm by telephone on +32 (0) 87 47 57 04 and at the ticket office (Office du Tourisme de Spa: rue du marché, 1a - 4900 Spa - Belgium).

From Monday 29 July 2024, every day from 1.30 p.m. to 5.30 p.m. at the ticket office (Office du Tourisme de Spa), by telephone and at the venue 30 minutes before the start of the show, for the specific show only.

All ticket prices are in euros and include VAT.

The methods of payment are:

By telephone: Transfer to the Spa Royal Festival account BE16 0013 3265 1674 BIC GEBABEBB. As transactions take a relatively long time, we recommend that you use this method of payment within at least 5 working days. Please bring your proof of payment with you when collecting your ticket(s) from the ticket office. Please do not make any payments without receiving confirmation of your booking.

At the ticket office (Office du Tourisme de Spa: rue du Marché, 1a - 4900 Spa - Belgium): CASH and credit cards

During the festival at other locations: CASH and credit cards (if available).

## 2.3. Rates

Ticket rates are available from the festival ticket office on request or on [www.royalfestival.be](http://www.royalfestival.be). All rates are subject to change without notice.

### **The basic rates are:**

Adult rate: for people aged 30 and over.

Under 30s: for people under 30.

Reduced rate\*: for children under 14.

Group rate for 4 people or more (for the same show): for groups of 4 people or more.

Special rates for certain shows and shows for young audiences.

\*Reduced rates are available for performing arts professionals, jobseekers, people with reduced mobility, students at performing arts colleges and BIM.

We apply Article 27.

To take advantage of these reduced rates, contact us at [reservation@royalfestival.be](mailto:reservation@royalfestival.be) or on +32 (0) 87 47 57 04.

Depending on the event, different rates may apply.

Discounts and promotional offers may be available; it is up to the audience to take advantage of them and to request them when booking their seats. In the case of reduced rates, valid proof of entitlement is required. No reductions are applicable after payment of the order.

## 2.4. Availability and seating plan

The spectator is informed, in real time, when the order is placed, of the availability of the seats required.

Reservations are valid for 5 days from the date of registration. And in all cases until 30 minutes before the start of the show. After this time, reservations will no longer be taken into account and seats that have not been validated by payment will be released, with no right of appeal.

The purchaser must respect the announced payment deadlines, otherwise the tickets will be put back on sale without notice or compensation.

The ticket, whether or not it is part of a subscription, is personal and non-transferable. During checks at the entrance to the show venue, a valid official identity document may be requested to identify the purchaser of the ticket. This ticket is only valid for the venue, session, date and time specified on the ticket. In any event, only the holder of the ticket is entitled to occupy the seat. The ticket must be kept for the entire duration of attendance at the show venue.

Subscribers wishing to be seated next to each other must submit their subscriptions simultaneously.

We strongly advise you to arrive no later than 30 minutes before the start of the event.

By booking, the purchaser acknowledges having read and fully accepted these general terms and conditions of sale.

## 2.5. Getting tickets

Tickets or electronic tickets (E-ticket).

E-tickets must be presented at the venue on paper or on your smartphones on the day of the show (free of charge).

For E-tickets or bookings by email, no collection is possible without the booking confirmation email.

Tickets sent by post will incur a €3 surcharge.

Entry is subject to a validity check of the E-ticket or ticket. It is only valid on the date and under the conditions of use shown on it.

NB: each QR code can only be presented once at the checkpoint.

Each ticket is personal and non-transferable.

Any entitlement to a discount must be validated by proof of entitlement when collecting tickets and/or checking tickets.

If the deadline no longer allows tickets to be sent before the event and the tickets have been paid for, the purchaser may collect the tickets on the day of the event from the ticket office on site. Tickets not collected and/or not used cannot be refunded or exchanged. Purchasers must bring proof of payment with them when collecting their tickets.

If a ticket or subscription is lost, a duplicate can be issued for a fee of €2 per ticket and €10 per subscription. The duplicate must be requested at the ticket office at least on the day of the show in question, and no later than 1 hour before the show.

## 2.6. Modifications - No right of withdrawal

Any ticket purchased at the ticket office or on our online sales site cannot be taken back, exchanged or refunded.

Indeed, as the sale of tickets for shows (live or otherwise) is a service linked to leisure activities performed on a specific date or during a specific period, you do not have a right of withdrawal, by virtue of article VI.53, 12° of the Code of Economic Law. Consequently, once the tickets have been purchased, they cannot be cancelled, exchanged or refunded.

As the programme is drawn up a long time in advance, the management reserves the right to change shows, casts, dates, venues and seats if absolutely necessary. These changes will not give rise to any reimbursement.

The Management of the Spa Royal Festival reserves the right to cancel the venue's seating plan if this is required for artistic or visibility reasons. Under no circumstances will this give rise to any right to a refund or to the transfer of a seat to another show. To avoid any inconvenience, we advise you to arrive at least 30 minutes before the start of the show.

In the case of subscriptions, it is possible to change the date of the show, if available and provided that the request is made at least 48 hours before the date initially chosen. Rescheduling is only possible for another date of the same show (during the current festival). No tickets will be exchanged or postponed if the change is requested after the date initially chosen.

## 2.7. Sold-out shows – Waiting list

When a show is sold out, the online ticketing service displays "Sold out. Join the waiting list". If you wish, you can leave your contact details and the number of seats you would like, so that we can notify you if any seats become available.

Registration on the waiting list does not guarantee you a place in the venue.

If seats become available, you will receive an email with a link to the online ticketing service, where you can book seats directly. You can also telephone during the opening hours of the ticket office.

If you have not been contacted by email, you can try your luck in the queue on the day of the show, at the venue's ticket office. Registrations are taken from 30 minutes before the start of the show (not before). If there are any last-minute cancellations, you will enter the venue in order of registration in this new queue. Advance registrations via the ticket office (online or by telephone) will no longer be taken into account.

## 2.8. Latecomers

Shows start at the announced time, 3 minutes before the start of the show, the venue is unnumbered. Latecomers will not be allowed in after the start of the show, their seats will be forfeited, with no compensation possible.

We strongly advise you to arrive no later than 30 minutes before the start of the event.

## 2.9. Recordings prohibited

Any recording of the show, in any form whatsoever, including photographic or digital, is strictly prohibited. Mobile phones must be switched off during the show.

## 2.10. Force majeure

In the event of show cancellation or force majeure, a refund or ticket exchange is possible. Refunds are made EXCLUSIVELY by bank transfer. A cash refund will never be made. In the event of force majeure, the justified request for reimbursement must be sent by post to the following address: Spa Royal Festival, rue de l'Hôtel de Ville 44, 4900 Spa, Belgium.

## 2.11. Applicable law - Disputes

The sales referred to above are subject to current Belgian law. In the event of a dispute, the courts of Verviers shall have sole jurisdiction.