

# Cashless Terms and Conditions - International Dub Gathering 2025

## 1. Introduction

This document (together with all documents and links referred to herein) sets out the terms and conditions governing your use of this Website and the Services. Please read these Terms and Conditions, the Cookie Policy and the Privacy Statement carefully before using the Website. By using the Website or using a Service on the Website you agree to be bound by these Terms and our Privacy Policy, and if you do not agree to all of the Terms and the Privacy Policy, you should not use the Website.

## 2. Identification

Sonido Positivo SL with registered offices at Calle Poeta Verdaguer, 26 3º, 12002 Castellón de la Plana, Spain, with NIF number ES B-44513901 and contact email cashless@internationaldubgathering.com hereinafter the Promoter. Organiser of International Dub Gathering hereinafter the Festival, to be held at the Masía Plà dels Catalans de L'Aldea, located on the Tortosa – L'Aldea road, Km. 11'5, L'Aldea, Spain from the 19th to the 22nd of June 2025. The Festival attendees, hereinafter referred to as Users, will be provided with an interactive tag on a bracelet or any other format, hereinafter referred to as Interactive Wristbands. Each Interactive Wristband is equipped with an NFC/RFID chip. With this chip and the corresponding technology, it offers the Festival Users the possibility of obtaining all or some of the Services detailed in point 3 below (hereinafter NFC Services Route), either independently or with third parties.

## 3. NFC Services Route

### Entry to the Festival

**Cashless: Electronic Interactive Wristband by means of which you can purchase certain products and services sold and provided exclusively at the Festival.**

The Festival will identify the stands or points of sale that allow this means of payment at the Festival venue or, if there are any, at associated points of sale outside the site.

**Acquisition and top up of credit units on the Interactive Wristband by credit/debit card or cash at the Festival.**

The Festival will have 'cashless points' (staffed by Festival personnel and/or interactive kiosks) available at the venue for the top up of your Interactive Wristband by cash and/or credit/debit card in person.

**Online purchase and top up of credit units on the Interactive Wristband by credit/debit card before and/or during the Festival.**

The periods in which Online Top Ups are allowed, the minimum and maximum amount allowed per top up, as well as the possible bonuses and promotions, if any, are communicated in the corresponding section of the Festival Website.

## 4. Use of the Service

Only people over the age of 16 are authorised for unsupervised use of the Service.

Minors between 16 and 17 years of age must have the authorisation of their parents and/or

legal guardians to access the festival. Minors who are authorised to use this service may not under any circumstances purchase alcoholic beverages or any other product whose sale is restricted to minors.

Minors between 13 and 16 years of age who wish to use the Service may do so under the exclusive supervision of at least one of their parents and/or legal guardian(s).

Minors under 13 years of age do not have an Interactive Wristband equipped with an NFC/RFID chip and will not be able to use this service under any circumstances.

The Festival is not responsible if minors use the Service without the supervision of their parents and/or legal guardian(s).

Use of the Service is at the User's own risk.

The Service is provided on an 'as is, as available' basis.

The Festival Promoter will inform you of any important changes to the General Terms and Conditions of use of the Service or to the way in which the Promoter treats your personal information by sending an e-mail to the address you used to purchase your ticket or by a prominent publication on this Website and/or the Festival's main website, so that you can express your agreement or refusal.

The User declares to have read and accepted the possibility that the Festival makes use of external partners and service providers to provide the hardware, software, networking, storage and related technology necessary for the correct operation of the Service.

The User declares to have read and accepted the following:

- You do not have permission to copy, duplicate, reproduce, sell, resell or exploit any portion of the Service, use of the Service or access to the Service.
- You do not have permission to use any data mining, data scraping, screen scraping, robots or similar data gathering or extraction methods.
- You are not permitted to upload or transmit computer viruses, trojan horses, worms or any other items of a destructive nature.
- You are not authorised to modify, adapt, hack the Service or modify any third party website so as to falsely imply that it is associated with the Service.
- You are not authorised to attempt or effectively collect and/or use usernames, passwords, e-mail addresses or other personal data from the Service for any purpose.
- The User may not use the Service for any illegal or unauthorised purpose. The User may not violate any law by using the Service.
- The Promoter reserves the right, in the event of force majeure, security risks and/or technical problems occurring, to modify or temporarily or permanently suspend the Service or any part thereof.
- Accounts registered by means of 'software robots or bots' or any other automatic method are not permitted.
- The e-mail address provided by the User must be real and valid.
- The account used by the User must be unique and non-transferable.
- Accounts shared by several persons are not permitted.
- A person may not create/maintain more than one User account.
- The User is solely responsible for the activity carried out under his/her account and for maintaining the security of his/her account (including especially e-mail and password). The User undertakes to inform the Festival immediately of any unauthorised use or any other security problem.

- The Festival shall in no event be liable for any loss or damage resulting from the User's failure to comply with the security obligations affecting or pertaining to the User and caused by the User's recklessness or wilful misconduct.

## **5. Limited Liability**

**You hereby acknowledge and agree that the Festival Promoter cannot be and shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of revenue, goodwill, use, data or other intangible losses (even if the Festival has been advised of the possibility of such losses) resulting from:**

- Malfunctions, interruptions or errors in the electronic delivery of Services or information through the Website, provided that this is not due to the fault and/or negligence of the promoter of the Festival.
- Due to force majeure, as well as those derived from acts of vandalism, criminal acts, such as, but not limited to, computer attacks, viruses and forgery.
- Fraudulent falsification of data by third parties, due to unauthorised intrusion into the Website.
- Acts or conduct of third parties on the Website.
- Inability to use the Service due to the cause or fault of the user himself and/or his devices.
- Alteration, access and unauthorised processing of the user's data.

## **6. Interactive Wristband Online Top Up Service Unconsumed Credit Units exchange policy by credit or debit card.**

In the event that at the end of the Festival the User has not used all the credit units, the Promoter of the Festival will communicate via the Festival website how and when the remaining balance will be automatically refunded.

In the event of definitive suspension or essential modification of the Festival, the Promoter will refund the amount of the Online Top Ups made by credit card prior to the start of the Festival, which will be carried out within the legally established deadlines from the date of communication of the definitive suspension, either by crediting the credit card from which the Online Top Up operation originated or by the procedure that the Promoter deems appropriate.

The Festival recommends responsible Top Ups before and/or during the Festival.

## **7. About the Service's Contents**

The nature of the Service is to be policy neutral, the Festival will try to avoid any discrimination in the broadest sense of the word.

The Service may contain links to third party websites. The Festival is not responsible for the content or characteristics of such websites, even having added a link does not imply that the Festival agrees with the content of that website.

## **8. Personal Data Processing**

At the Festival reception area, once your ticket has been scanned and validated, it will be associated with your Interactive Wristband using the unique identifier of the NFC/RFID chip

incorporated.

In addition, you will be able to use it to purchase all the products and services that accept this method of electronic payment at the Festival.

You can consult everything related to the treatment of your personal data in the Privacy Policy section.

## **9. Copyright and intellectual property rights**

All texts, drawings, photographs, films, images, data, databases, software, names, trademarks, logos, button icons, scripts, and names of Services and other elements of the Service are protected by intellectual property rights and belong to TECTELTIC ON-LINE S.L. or to the Festival or to third parties.

All databases on the Website are subject to database protection law, both in structure and content.

The Festival, its logo, graphics, photographs, films, images, data are trademarks or trade names. They may not be used in connection with any products or services other than those of the Festival in any manner that is likely to cause confusion or in any manner that denigrates or discredits the Festival.

All other trademarks not owned by the Festival that are or may be present on the Website are the property of their respective owners, who are not necessarily affiliated with, connected to or sponsored by the Promoter.

Saving, reproducing, modifying, publishing, distributing, transmitting or selling information and content provided on or through the Website is strictly prohibited.

## **10. Applicable Law and Court of Jurisdiction**

The parties acknowledge that these General Terms and Conditions are governed in each and every one of their aspects by Spanish law, by express application of the provisions of Article 1.262 of the Civil Code, in relation to the provisions of Chapter IV of the Preliminary Title of the same legal body.

The parties agree that, in the event of any dispute related to the Service (including, but not limited to these General Terms and Conditions), only the Courts of Castellón (Spain) have jurisdiction