

Movement Entertainment

Cashless Terms & Conditions for Kappa FuturFestival

DEFINITIONS

“Cashless” or “Cashless System”	An RFID based electronic payment system which substitutes cash (TBD) at the Organizer’s Events.
“Cashless Wristband” or “Wristband”	A wearable wristband that contains an RFID chip that allows for convenient and secure Cashless payments to any Movement Entertainment event vendor via a virtual wallet that can be topped-up at the dedicated Top-up stations and a mean of authentication between different types of Ticket Holders.
“Cashless Platform” or “The Platform”	An online web platform accessible at https://cashless.kappafuturfestival.it/ that allows the Customer to manage the Wristband.
“Organizer”	Movement Entertainment Srl
“Provider”	Afeleton Proprietary Limited trading as Howler
“Ticket Holder” or “Customer”	Any person that bought a ticket and/or topped up a Cashless Wristband.
“Underaged Ticket Holder” or “Underaged Customer”	Any person that bought a ticket and/or topped up a Cashless Wristband that is underage.
“Event”	Any event organized by Movement Entertainment Srl
“Credits” or “Virtual Credits”	Credits obtained in exchange for Euro on a 1-to-1 ratio. T
“Bonus Credits”	Credits awarded by the Organizer that are not refundable, usually during promotional campaigns. Eg. If you Top-up 100€ you receive 100 Virtual Credits and 5 Bonus Credits. Bonus Credits have the same nominal value as the Virtual Credits.
“Account” or “Cashless Account”	An account registered on the Cashless Platform
“Token”	Represents a specific amount of a certain type of product. Eg. 1 Food Token allows the purchase of any food item on the price list.
“Top-up”	The act of exchanging money with Virtual Credits at Top-up stations or online on the Festival’s website.

“Paycard”	An RFID card that can be used as a means of payment equal to the Cashless Wristband but that can't be used as a mean of authentication at the Event
“Top-up station”	A place at the Event where the Customer can do a Top-up or obtain assistance.
“Vendor station”	A place at the Event where Virtual Credits and Tokens can be spent.
“Refund”	The act of exchanging Virtual Credits for Euro on a 1-to-1 ratio. The Refund is requested and processed post-event.
“Staff”	Personnel employed by the Organizer.
“Operator”	Personnel employed by the Organizer that operates on the Cashless System.
“Access Ticket”	A title that allows the Customer to access the Event and/or part of it.

1. USE AND SCOPE

The Cashless Wristband allows for convenient and secure Cashless payments to any Movement Entertainment event vendor via a virtual wallet that can be topped-up at the dedicated Top-up stations.

The Wristband is personal, is associated with a nominal Access Ticket and must not be exchanged with others. If the bearer of the Wristband is not the Ticket Holder, the Wristband will be voided by Operators to forbid the purchase and authentication features.

1.1 ACQUISITION

The Cashless Wristband is handed over by the Staff once the Customer successfully goes through all the entrance checks and after the Ticket is scanned successfully.

1.2 REGISTRATION

Registering the Wristband on <https://cashless.kappafuturfestival.it/> allows the Customer to do online top-ups, credit balance viewing, purchases and access to promotions at the Organizer's discretion.

1.3 LINKING

Upon registering, the Customer must link the Cashless Wristband to the Account in order to be able to request refunds and access the Wristband transaction history.

2. FEATURES

2.1 Top-up

2.1.1 Online:

Done online at <https://cashless.kappafuturfestival.it/> the online Top-up allows the Customer to buy Virtual Credits ahead of the Event. The Credits will be tied to the ticket barcode and will be

transferred to the Wristband at the Event entrance. The Organizer and the Provider are not responsible for any loss of funds that may arise from ticket mishandling and exchanging.

2.1.2 Onsite

At the dedicated Top-up stations, the Customer chooses the quantity of Credits according to the price list and pays the corresponding amount in Euros (via cash, credit card, debit card or other means of payment) to the Operator that upon successful payment confirmation, transfers the equivalent amount to the Wristband.

2.2 Purchase

The Customer can purchase any goods available at the Vendor stations using the Wristband if enough Credits are available. Exception is made for Underage Customers that are forbidden to buy alcohol products.

2.3 Refund

As described in section 1.3, the Customer must link the Wristband to the Account on the Platform in order to be able to request the refunds of the left-over credit.

2.4 Authentication

The Cashless Wristband can be used as a mean of authentication to provide the Customer access to the Event and to certain areas inside (VIP Areas, VIP Lounge, Stage, etc).

3. VALIDITY

The Cashless Wristband will be valid for **7 days** from the first top-up. Unless it is linked to an account before the expiration date as described in section 1.3, the Credits will be terminated.

4. REFUND

The Customer can request a refund by registering to the Platform, linking the Cashless Wristband and adding the banking details. If the information provided is incorrect, the Organizer and the Provider are not responsible for any loss of funds.

Refunds are issued through a bank transfer with a processing fee of **€2**. If the available funds are less than the processing fee, the refund will not be processed.

A refund can take up to **30 days** from the date of the refund request in order to be delivered.

Bonus Credits are not eligible for a refund.

5. CHANGES TO THESE TERMS & CONDITIONS

The Organizer reserves the right to modify the Terms & Conditions by notifying the corresponding change on its website.

Up-to-date version of the Cashless Terms and Conditions will always be available on our site at www.kappafuturfestival.it/cashless.

In the event of a refusal, the Organizer will treat that notice as a wish to terminate immediately. In such circumstances, any balance available on the Wristband will be refunded in accordance with section 4 and both the Wristband and Account will be terminated.

6. LOSS/THEFT

In case of loss, the responsibility lies with the Customer: any changes to the credit balance incurred between the loss and the replacement of the Wristband will not be the responsibility of the Organizer or the Provider.

In the eventuality of the Wristband being misplaced at the Event, the Customer must refer the 14 digit UID number (found on the back of the Wristband) to a member of the Staff at the Info Points in order to receive a new Wristband with the previous balance.

In the eventuality of the Wristband being misplaced after the Event, the customer must contact the Organizer with the contact form available at <https://kappafuturfestival.it/>.

7. LIABILITIES AND LIMITATIONS THEREOF

The Organizer retains the right to restrict access to the credit on the Wristband, temporarily or permanently, should suspicious activity in connection with the Wristband be noticed, and will notify the Customer if so. The Organizer has no liability for restricting access to the Wristband because of suspicious activity.

Access will be reinstated if it is determined that there has been no unauthorized use of the Wristband.

If the Organizer does not complete a transfer from the Wristband in the correct amount (other than for restrictions because of suspicious activity), it will be liable for the difference between the transferred amount and the correct amount.

The Organizer will not be liable:

- a. For any loss of funds caused by the loss of the Wristband;
- b. For any loss of funds caused by the Customer's failure to register to the Platform and link the Wristband;
- c. If the Wristband is voided due to the fact that the Wristband bearer is not the Ticket Holder of the associated ticket.
- d. If the Wristband has expired, or is damaged or revoked;
- e. If circumstances of force majeure beyond Organizer's control (such as flood or fire) prevent a transaction
- f. The customer does not have enough money available on the Wristband to make a purchase;

8. JURISDICTION

The Organizer reserves the right of final interpretation of these terms and conditions.

Any dispute arising from the use of the Cashless Wristband or resulting from the application of the above Terms and Conditions will be subject to the exclusive jurisdiction of the Court of Turin.