

TERMS AND CONDITIONS

Date of entry into force:

24.12.2024

Date of last amendment:

20.01.2026

Introduction

These Terms and Conditions (hereinafter the "Terms") constitute an agreement between PERFECT PHYGITAL EVENTS L.L.C., a company registered in accordance with the laws of the United Arab Emirates, holding license no. 1404535 (hereinafter "Perfect Phygital Events", "We", "Us" or "Our"), and any capable natural person or entity (hereinafter "Customer", "You" or "Your") who purchases access to or participates in Our Events and Services, concerning the conditions of Event/Services access sales and Event participation.

By accessing or using Our Website, purchasing access to the Event, or attending an Event organized by Perfect Phygital Events, You confirm that have read, understood, and agreed to be bound by these Terms. If You do not agree to these Terms, You may not use the Website, or participate in any Events or Services provided by Us. Additionally, You acknowledge and agree to abide by the Event Access Rules, which form an integral part of these Terms.

These Terms apply from the moment You interact with Our Services, including browsing Our Website, placing an Order to access Event, or completing a purchase. We encourage You to review these Terms carefully before proceeding with any transactions.

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Main part

1. Definitions

For the purposes of these Terms, the following terms shall have the meanings assigned to them below:

- **Website:** Refers to the online platform owned, operated, or authorized by Perfect Phygital Events for provision of Services, including all webpages, subdomains, and subparts therein, accessible via computer, tablet, or mobile device under this link:

- **Customer:** Refers to You as a natural person or entity who purchases or attempts to purchase Services through the Website.
- **Event:** Refers to any gathering, activity, or exhibition organized or managed by Perfect Phygital Events, either solely or in collaboration with a Partner, or any Event independently organized by a Partner for which Perfect Phygital Events provides related Services.
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- **Services:** Refers to all activities, functionalities, or benefits provided by Perfect Phygital Events, including but not limited to Event organization, access to Events, Event management and additional offerings.
- **Partner:** Refers to any natural person or entity with whom Perfect Phygital Events collaborates to organize an Event or for whom Perfect Phygital Events provides related Services for Events independently organized by such Partner.
- **Order:** Refers to the process initiated by a Customer to access Services through the Website or any other authorized sales channel.
- **Venue:** Refers to the physical location or premises where an Event is held, including all facilities, equipment, and Services provided at the location.

2. Customer Rights and Responsibilities

Customer Rights. Perfect Phygital Events respects and upholds the rights of Customers in accordance with applicable law. When using Our Services, You are entitled to the following:

- **Safe and Secure Transactions:** You have the right to a safe and secure environment when purchasing authorization for participation in the Event or accessing Our other Services.
- **Accurate Information:** You have the right to receive accurate and clear information about Events and Services before making a purchase.
- **Fair Dispute Resolution:** You have the right to a fair and prompt resolution of any disputes related to Your purchase or use of Our Services.
- **Complaint Submission:** You have the right to submit complaints related to Your purchase or use of access to the Events, or Services. Complaints can be directed to Our support team via means provided in the [Notices, Inquiries and Complaints section](#) of these Terms.

Customer Responsibilities. When using Our Website, purchasing access or attending Events, You agree to the following responsibilities:

- **Information Accuracy:** Ensure that all information provided during the purchase of access to the Events or use of Our Services is accurate and up-to-date, including contact and payment details.
- **Adherence to Event Access Rules:** Comply with the Event Access Rules and all guidelines provided by Perfect Phygital Events or the Event organizer, including safety protocols and behavioral expectations.
- **Keeping Safe Venue Property:** Refrain from causing any damage to the Event Venue or property and adhere to any restrictions, such as those concerning prohibited items as per Event Access Rules.
- **Payment Obligations:** Pay all applicable fees for access to the Events and Services promptly. Ensure that the payment information provided is valid and has sufficient funds for transaction completion.

3. Payment Terms

Payments can be made through the payment methods specified on the Website.

The total amount due for access to the Events or Services must be paid in full at the time of purchase. Orders will not be confirmed until payment is successfully processed.

Payment processing is handled by third-party providers. By using these payment methods, You agree to comply with the terms and conditions of the respective providers. Perfect Phygital Events is not responsible for any errors or delays caused by these providers.

Payments are subject to the conditions outlined in the [Refund and Cancellation Policy section](#). Refunds, if applicable, will be processed through the original payment method.

If Your payment fails or is declined, Your Order will be cancelled. It is Your responsibility to ensure that sufficient funds are available and that payment information is accurate.

4. Event Access Purchase Policy

By purchasing access to the Events through Our Website or any authorized sales channel, You agree to the following:

- **Eligibility to Purchases:** Customers must be at least 18 years of age.
- **Order Confirmation:** All Event access purchases are subject to availability. Once an Order is placed, the Customer will receive a confirmation email, which serves as proof of purchase.
- **Payment:** Full payment for Event access is required at the time of purchase. Accepted payment methods include credit/debit cards and other options as specified on the Website.
- **Non-Transferability:** Event accesses purchased are for personal use only and are non-transferable unless explicitly authorized by Perfect Phygital Events.
- **No Refunds or Exchanges:** Purchased access to the Event cannot be refunded or exchanged except in cases outlined in the Refund and Cancellation Policy.
- **Confirmation of Access:** Confirmation of access to the Event will be issued electronically via email. It is the Customer's responsibility to provide a valid email address and ensure safe receipt of confirmation.

5. Use of Access and Event Participation

This section specifies the terms governing the use of access confirmation and participation in the Events organized or managed by Perfect Phygital Events. By attending an Event, You agree to adhere to the following conditions:

- **Access Validation:** Confirmation of access to the Event must be presented at the Event entrance and validated by Perfect Phygital Events authorized personnel. Only confirmations of access with valid QR codes or other unique identifiers placed in the e-mail reply will be accepted.
- **Event Entry Conditions:** Entry to an Event may be subject to age, dress code, or other requirements specified during the registration for participation process. Perfect Phygital Events reserves the right to deny entry to natural persons who fail to meet these conditions without issuing refunds.
- **Behavioral Expectations:** You must conduct Yourself in a respectful and lawful manner during the Event. Any disruptive, dangerous, or unlawful behavior may result in Your removal from the Event without refund.
- **Liability:** Perfect Phygital Events is not liable for any loss, injury, or damage sustained during the Event unless caused by gross negligence on Our part.
- **Restricted Items:** Bringing restricted items such as weapons, hazardous materials, or items explicitly prohibited by the Event organizer is strictly forbidden. Violation may result in confiscation and/or removal from the Event.

6. Refund and Cancellation Policy

This section outlines the conditions under which refunds or cancellations may be granted for Event accesses purchased for Events organized or managed by Perfect Phygital Events.

- **Non-Refundable Accesses:** All participation access purchases are final and non-refundable unless otherwise specified in the [Eligible Refund Circumstances subsection](#) of these Terms or required by the applicable law.

- **Event Postponement:** If an Event is postponed or rescheduled, Your access will remain valid for the new date. Refunds for postponed Events will only be provided at the sole discretion of Perfect Phygital Events and in exceptional circumstances.

- **Customer-Initiated Cancellations:** Access to the Event cannot be canceled, exchanged, or refunded if You are unable to attend the Event for personal reasons.

Eligible Refund Circumstances. Customers may request a refund in writing within 24 hours of the announcement under the following circumstances:

- Event Cancellation: If the event is cancelled for any reason.
- Key Speaker or Program Changes:
 - A key speaker or presenter withdraws, rendering the Event materially different from the advertised program.
 - The program of the Event is significantly shortened or altered.
 - A key speaker is rescheduled for a different date.
- Postponement: If the Event is postponed, apart from refund, You may:
 - Use your access to the Event for the rescheduled date.
 - Exchange your right to access the Event for a similar or lower valued Event (if applicable).
- Significant Timing or Location Changes:
 - The Event time is adjusted by four or more hours from the originally published schedule.
 - The Venue is changed to a location significantly different from the original location by distance.

Refund Process. Refund requests must be submitted to the Company via means provided in the [Notices, Inquiries and Complaints section](#) of these Terms within the specified timeframe, providing proof of purchase and the following relevant details:

- Transaction number.
- Purchase details.
- Full name and contact information.
- Specific refund cause.

Refunds, if approved, will be issued through the original payment method.

Non-Refundable Situations. Refunds will not be granted for:

- Minor timing adjustments.
- Changes to supporting artists.
- Performance quality or technical issues.
- Customer dissatisfaction with the Event.
- Force majeure circumstances.

7. Intellectual Property Rights

Ownership of Content: All content available on the Website, including but not limited to text, graphics, logos, images, videos, and software, is the exclusive property of Perfect Phygital Events or its licensors and is protected by copyright, trademark, and other applicable

intellectual property laws. You may not copy, modify, distribute, sell, or use any of this content without prior written consent from Perfect Phygital Events.

Event Media: Any photos, videos, or other media captured by You during an Event are for personal, non-commercial use only unless explicitly authorized by Perfect Phygital Events. You are prohibited from using such media for commercial purposes or distributing it in ways that may harm the reputation of Perfect Phygital Events, its Partners, or other attendees.

Company Media Rights: By attending an Event, You grant Perfect Phygital Events and its authorized representatives a royalty-free, irrevocable, perpetual right to capture, use, and distribute photos, videos, and other media from the Event in which You may appear. Such media may be used for promotional and marketing purposes across various platforms without compensation or further approval.

Prohibited Uses: You may not use any content from the Website or Events in ways that could mislead, defame, or violate the rights of Perfect Phygital Events, its Partners, or other parties. Any unauthorized use will be considered a breach of these Terms and may result in legal action.

Reporting Violations: If You believe any content or media violates Your intellectual property rights, please contact Perfect Phygital Events via means provided in the [Notices, Inquiries and Complaints section](#) of these Terms with a detailed explanation and proof of ownership.

8. Liability and Disclaimers

Event-Related Liability: Perfect Phygital Events is not liable for any loss, injury, or damage sustained by You or Your property during an Event, unless caused by gross negligence or willful misconduct on Our part.

Third-Party Liability: Perfect Phygital Events is not liable for the actions, omissions, or negligence of third parties, including promoters, Venues, other service providers, or Partners engaged in connection with an Event.

Partner Events: Perfect Phygital Events is not liable for the organization, management, or execution of Events independently organized by the Partners. Our role in such Events is limited to providing access to the Event or provision of related Services, and any issues arising from the Event itself must be addressed directly with the Partner.

Third-Party Media: If an Event is organized in collaboration with a Partner, such Partner may also capture media in which You may appear during the Event. Perfect Phygital Events is not responsible for how Partners use such media. Customers should refer to the Partner's policies for additional information.

Service Interruptions: Perfect Phygital Events does not guarantee uninterrupted or error-free access to the Website or Services and shall not be liable for any technical issues or interruptions that may arise.

Payment-related Liability: All payments are processed through third-party secure channels to protect Your financial data. Perfect Phygital Events does not process or store payment information directly and is not liable for unauthorized access to or misuse of Your payment information by third parties.

Customer Responsibilities: You are responsible for Your own actions and any damages caused by You to the Event venue, other attendees, or Event property.

Exclusion of Indirect Damages: Perfect Phygital Events is not liable for any indirect, incidental, consequential, or punitive damages, including but not limited to lost profits or loss of enjoyment, arising out of or in connection with these Terms.

Indemnification: You agree to indemnify and hold Perfect Phygital Events, its subsidiaries, affiliates, officers, agents, partners, and employees harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to:

- Your breach of these Terms,

- Your use of the Website or Services, including linking to another site or uploading content or information to the Website, or
- Any violation of applicable laws or third-party rights in course of using the Website or participation in the Events.

9. Force Majeure

Perfect Phygital Events shall not be held liable for any failure to perform, delay in performance, or cancellation of Events due to circumstances beyond its reasonable control, including but not limited to:

- Acts of God (e.g., earthquakes, floods, hurricanes, or other natural disasters),
- Fire, explosion, or utility disruptions,
- War, acts of terrorism, hostilities (whether war is declared or not), riots, or civil commotion,
- Governmental actions, orders, regulations, or restrictions which directly unable to hold the Event,
- Epidemics, pandemics, or public health emergencies,
- Strikes, labor disputes, or lockouts,
- Technical failures, including those affecting Venues, Ticketing systems, or communication networks.

In the event of a Force Majeure occurrence:

- **Event Cancellation or Postponement:** If the Event is canceled or postponed due to Force Majeure, Your access will remain valid for any rescheduled date. Refunds may be issued at the sole discretion of Perfect Phygital Events and in accordance with the Refund and Cancellation Policy.
- **Customer Notification:** Customers will be promptly informed of any Event changes due to Force Majeure via means provided in the [Notices, Inquiries and Complaints section](#) of these Terms using the contact details provided at the time of Event access purchase.
- **No Additional Liability:** Perfect Phygital Events shall not be held responsible for any travel, accommodation, or other costs incurred by the Customer as a result of cancellations, postponements, or other changes caused by Force Majeure.

By purchasing access to the Event or using our Services, you acknowledge and agree that Perfect Phygital Events has no control over Force Majeure events and shall not be held liable for any inconvenience or loss resulting therefrom.

10. Notices, Inquiries and Complaints

All notices, inquiries, or complaints required or permitted under these Terms must be made in writing and delivered by one of the following methods:

- In the case of sending a notice to Perfect Phygital Events – via email sent to perfect.phygital.events@gmail.com.
- In the case of sending a notice to the Customer – via email provided during the provision of Services.

Notices sent by email shall be considered delivered on the next business day following the day the email is sent, provided no error message is received.

11. General Provisions

Governing Law: These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of Dubai courts.

Amendments and Modifications: Perfect Phygital Events reserves the right to amend or modify these Terms at any time. Continued use of Our Services or attendance at Our Events after any changes constitutes acceptance of the revised Terms.

Governing Documents: These Terms, along with the following documents, collectively govern the relationship between Perfect Phygital Events and the Customer:

- **Privacy Policy:** Governs the collection, Processing, and use of Your Personal Data.
- **Event Access Rules:** Outline specific rules and guidelines for attending Events, including safety protocols, behavior expectations, and restricted items.

Severability: If any provision of these Terms is invalid, ineffective, unenforceable, or illegal for any reason, such shall not affect the validity or enforceability of any or all of the remaining provisions hereof. The Parties agree that should any provision of this Terms be invalid or unenforceable, they shall promptly enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and, to the maximum extent possible, carries out the original intent of the Parties as to the issue or issues in question.

Waiver: The failure of Perfect Phygital Events to enforce any provision of these Terms shall not be deemed a waiver of such provision or the right to enforce it at a later time. Any waiver must be in writing and signed by the authorized representative of the waiving party.

Assignment: The Customer may not assign or transfer its rights or obligations under these Terms without the prior written consent of Perfect Phygital Events. The Perfect Phygital Events may assign its rights and obligations under these Terms at any time without prior notice.