

Terms and conditions

The following terms and conditions (these “**Terms**”) govern your admission to „LUMAGRA ...the immersive waterfall dance“ (the “**event**”) at Rhyality Immersive Art Hall which is made available by LUMAGRA BOOKINGS.

Please read the Terms carefully before purchasing the Event-Ticket. By purchasing the event admission ticket you agree to be bound by these Terms. In the event of any breach of these Terms, the Organizer reserves the right to cancel the ticket, to refuse admission, to remove the holder, or to confiscate offending articles, as the case may be, and in any case, to retain any monies paid for the relevant ticket. By purchasing your event admission, you agree that you are over the age of eighteen (18) years who can form legally binding contracts under applicable law. If you do not agree to these Terms, you may not purchase the Event ticket.

The following Terms and Conditions are subject to be changed by the Organizer without prior Notice

ARTICLE 1: DEFINITION

These general terms and conditions, which apply to every legal relationship between a Visitor and The Organizer about the visiting and participating of the Event with a ticket, the purchase of a Ticket and the related purchase of a product and/or service;

- “Visitor”: The visitor of the Event, or the person who buys a product and/or service (related to „LUMAGRA ...the immersive waterfall dance“, according to the meaning of the provisions of these General Terms and Conditions. The Visitor is always a consumer who is not acting in the course of a profession or running a business, or on behalf of these.
- “Organizer”: The company „LUMAGRA ...the immersive waterfall dance“, that is a user of these General Terms and Conditions about the Visitor for whom this company is responsible in every respect and the contracting party of the Visitor.
- “Tickets”: Means all admission Tickets, Accommodation Tickets, Transportation Tickets, Packages Tickets, Activities Tickets and Food Tickets.
- “Official Tickets Platforms”: <https://eventfrog.ch> and <https://www.tixforgigs.com>
- “The Event” : „LUMAGRA ...the immersive waterfall dance“

ARTICLE 2 ACCESSIBILITY AND APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

2.1 The General Terms and Conditions are applicable if the visitor attends The Event with a Ticket, purchases a Ticket, and/or a related product or service from the Official Tickets Platforms. The terms and conditions are declared applicable before the Visitor purchases a Ticket and/or product or service. By purchasing a Ticket, by visiting the Event with a Ticket, and/or by buying a product and/or service, the Visitor accepts these General Terms and Conditions.

2.2 The Lumagra Bookings Organizer can be reached via email at: lumagra[at]gmx-topmail.de

2.3 The Organizer refers to the general terms and conditions on the ticket of the Event. The Visitor can also access the General Terms and Conditions at the moment of entering the Event, as these General Terms and Conditions – or at least an excerpt thereof – will be made available at the entrance of the Event.

2.4 During the purchase of tickets, products, and/or service and/or, the Visitor can access the General Terms and Conditions before he proceeds to purchase his tickets.

2.5 These General Terms and Conditions solely apply to private persons and specifically exclude parties acting in their capacity as professional contracting parties about the Organizer. The legal relationship between the Organizer and a professional contracting party is subject to alternative terms and conditions.

2.6 The Organizer reserves the right to re-postpone and to change the dates of the Event if any situation makes it impossible to organize the Event on the scheduled and/or rescheduled dates.

ARTICLE 3: AMENDMENT OR ADDITION TERMS AND CONDITIONS

3.1 The Organizer is at all times entitled to amend or complement the General Terms and Conditions. The amended version will in that case be published on the Website and Official tickets sales platforms. As of the date of publication, the amended terms and conditions will be applicable. If an amendment or addition significantly affects the rights or obligations of the Visitor, the Organizer will either notify the Visitor of the amended terms and conditions by way of email or by clearly bringing it to the Visitor's attention during the visit of the Event and/or the Website.

3.2 If the Visitor visits the Event and/or purchases a Ticket or products and/or services after the amendment of or addition to the General Terms and Conditions, the Visitor thereby irrevocably accepts the amended or complemented General Terms and Conditions.

ARTICLE 4: Event TICKETS

4.1 The Event ticket must and can only be purchased from and/or redeemed by our official platforms <https://eventfrog.ch> and <https://www.tixforgigs.com> and if still available at the door of the venue.

4.2 All Tickets purchased from any other platforms and/or third-party resellers are not valid and will not be accepted by the Organizer

4.3 Once the Visitor has purchased the ticket, he/she will receive an electronic ticket by email.

4.4 All tickets cannot be refunded, or re-issued. If this ticket is re-sold or transferred for profit or commercial gain by anyone other than the Organizer or one of its authorized sub-agents, it will become void and the holder may be refused entry or removed from the site.

4.5 Sold Tickets are sold subject to the Organizer's right to alter or vary the performances and/or the Event without being obliged to refund or exchange tickets.

4.6 In case a Visitor does not attend on the date of the Event, the right to do the Activity expires without any rights to claims, reimbursement, interest, or any penalty in favor of the Visitor, to the detriment of the Organizer.

4.7 People under the age of 18 will simply be refused entry to the Event unless explicitly otherwise determined by the Organizer. the Organizer will not be obliged to refund the amount of the Ticket.

ARTICLE 5: Event WRISTBAND

5.1 On arrival at the Event site, the ticket must be presented (Print or Digital) as well as a valid ID to verify your identity, to receive the Official wristband, and have access to the event.

5.2 The wristbands are strictly personal and will only be supplied once and give access to only one Visitor.

5.3 As of the time that the wristband has been provided to the Visitor, the Visitor bears the risk of any loss, theft, damage, or misuse of the wristband. Official wristbands are to be worn at all times. Visitors without wristbands will be escorted off-site.

ARTICLE 6 PROHIBITED ITEMS

6.1 At the risk of confiscation, a Visitor may not bring, either for himself or another person – or have in his possession – at the Event venue, any professional photography-, film-, drone-, sound- and/or other recording equipment of any nature, glassware, plastic bottles, (alcoholic) beverages, selfie sticks that if extended are longer than 1.5 meter and/or constructions that are not intended for that purpose, food, illicit drugs, nitrous oxide (cartridges), cans, fireworks, animals, weapons and/or dangerous objects (including – but not limited to – spray cans or CS gas) or use such items before or during the Event. The venue of the Event may apply other and/or additional policies which apply to this article and the Event, which in that case also applies to the Event. Confiscated items will not be returned.

6.2 Any Visitor who breaches this prohibition may moreover be refused entry or further access without any right to a refund of the amount of the ticket or may be removed from the Event and/or handed over to the authorities. The Organizer has the right to destroy the confiscated items.

ARTICLE 7: REFUSAL OF ENTRY

The Organizer reserves the right to refuse specific people entry or further access to the Event or to remove them from the Event and/or hand the Visitor over to the police if it deems this necessary for maintaining order and safety during the Event and/or there is a violation of an article from these General Terms and Conditions. This also applies if a Visitor wears or carries clothing, texts, or signs which, in the opinion of the Organizer, may be offensive, discriminating, insulting to, or cause aggression or unrest among other Visitors and Locals of the regions, or does not comply with dress code as specified by the Organizer, as well as to public nudity during the Event (including but not limited, for instance, to expose the upper part of the body). Even if a Ticket is likely to be counterfeit, the Organizer is entitled to refuse to admit the holder of this Ticket to the Event without the Visitor or this holder being able to claim any compensation for any loss that this may cause him or restitution of the amount of the Ticket.

ARTICLE 8: PHOTOGRAPHY, VIDEO AND SOUND RECORDINGS

8.1 Recording the Event in a professional and/or commercial form, including photographing, filming (including drones), making sound and/or image recordings is not permitted without the express, prior and written consent of the Organizer.

8.2 In the Events registrations have been made part of the Event by you using non-professional recording equipment (such as a smartphone), these registrations are strictly for their use and may not be used and/or made available to the public commercially in any way.

8.3 Ticket holders consent to their inclusion in official newsletters or other communication, photographic, visual and audio recordings of the Event as members of the audience.

8.4 Drones are banned over the Event Site without prior permission from the Event authorities.

Offenders will face action and fines as well as confiscation of equipment.

ARTICLE 9: SECURITY AND SAFETY MEASURES

9.1 All Visitors and Participants must acknowledge and agree that Admission to the Event Site is at their own risk. All rights for entry into the Event Site are reserved by LUMAGRA BOOKINGS.

9.2 All Visitors and Participants understand and acknowledge the risks involved in Admission to the Event Site. All the associate agencies including the Organizer will not be held responsible for loss, injuries, theft, or damage to property or persons whilst in attendance of this Event.

9.3 To assure the security of the individuals on the Event Site and avoid any form of a difficult situation; The Organizer is entitled to randomly search or arrange for Visitors at the Event to be searched before entering the Event. If the Visitor refuses to be searched, he may be refused entry to the Event or may be immediately removed from the Event site, without any right to a refund of the amount of the Ticket.

9.4 Cameras may be available that make recordings of the area/the venue where the Event takes place, for surveillance and safety purposes.

9.5 Any individual failing to comply with instructions from the security personnel present on the Event Site may be removed from the Event Site.

ARTICLE 10: MEDICAL CARE

10.1 In an event of any injury during the Event, the Visitor hereby consent to medical care and transportation at your cost to avail treatment as the Event staff, security, police, or medical professionals may consider appropriate at their reasonable disposition.

10.2 The Visitor fully acknowledges this waiver extends to any liability that emerges out, or is in any manner connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

10.3 The Visitor agrees to indemnify the Organizer from any liability arising out of, or in connection with, the actions or omissions of the Organizer related to your medical care.

10.4 The Visitor understands and acknowledges that there may be risks of physical injury or illness while attending the Event that cannot be eliminated. You voluntarily agree to undertake all the risks involved including the chances of death, bodily injury, or property damage, regardless of the seriousness, that may occur as a result of attending the Event.

10.5 By entering the Event Site, the risks involved are solely on the individual, regardless of the cause of negligence or gross negligence of the Organizer.

ARTICLE 11: CARS AND VEHICLES

11.1 Parking of vehicles is at your own risk and must be done according to the rules of the surrounding area or, if necessary, park outside the premises.

11.2. bicycle parking is available on the premises. The train station is less than one kilometer from the event site.

11.3 In case of removal and disposal of vehicles, the organizer is not liable for any costs incurred. Any costs incurred for vehicles left after the specified deadline to facilitate collection will be passed on to the rightful owners of the vehicle.

11.4 No cars or vehicles may be parked on the immediate event grounds. Any vehicles located

within the restricted area will be removed from the premises or disposed of and may result in the owner being ejected from the event premises without refund of the admission fee.

Translated with www.DeepL.com/Translator (free version)

ARTICLE 12: EVENT RULES :

12.1 It is forbidden to block entrances, exits, and evacuation routes and/or to linger at these locations any longer than strictly necessary for entering or exiting the Event Site.

12.2 The possession, trade, and consumption of illegal substances are strictly prohibited at the event site.

12.3 Strictly prohibited to spoil, mark, damage, tear down or otherwise destroy, in whole or in part, any of the decorations or part of the Event Site.

12.4 Official merchandise, food, drink, and general provisions will be available from authorized identified vendors within the Event Site.,

12.5 No trading, in any form whatsoever, shall be undertaken without the prior written consent of the Organizer. Any offenders will have their property confiscated and will be removed from the Event Site.

12.6 Climbing on stages, barriers, gates, scaffolding, and/or any other structure is not allowed. The breach of any of these conditions may lead to the removal from the Event venue without any refund of the admission fee.

12.7 No Personal or free camping is allowed inside the Event Site.

12.8 The Event may include specific venue rules, which are made known upon entry of the Event, as stated on the Website. These latter rules are in the Event of deviating rules prevailing to the rules as stated in these General Terms and Conditions.

ARTICLE 13: FURTHER Event RULES

13.1 All Visitors are obliged to comply with the regulations, internal rules, any amendments thereof, and the instructions of the Organizer, the transportation and accommodation team, the hotel's staff, the operators of the parking space, the operators of the Event venue, the security staff, fire brigade, police, and other authorized parties. Security cameras may be present at the Event venue.

13.2 If the Visitor fails to comply with an order or breaches a rule prohibiting certain behavior, he will be immediately removed by the security staff.

13.3 Specific rules may apply to the venue of the Event and will be announced or published on site. If possible, these rules will also be published in advance on the Website.

ARTICLE 14: INTELLECTUAL PROPERTY

The Service contains intellectual property owned by the Organizer, including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property as well as the LUMAGRA BOOKINGS designs, text, graphics, other files, and the selection and arrangement thereof. You are prohibited from modifying, publishing, transmitting, participating in the transfer or sale of, creating derivative works from, distributing, displaying, reproducing or performing, or in any way exploiting in any format whatsoever any of the Service Intellectual property, in whole or in part without our prior written consent, including all text, graphics, code, software, video, audio, or other content.

ARTICLE 15: DISCLAIMERS AND LIMITATIONS OF LIABILITY

15.1 The Visitor enters the Event venue and attends the Event at his own risk. The Organizer cannot be held liable for any damage which the Visitor has suffered in this regard.

15.2 The Visitor is expressly aware that loud music will be played during the Event. The Organizer advises Visitors to occasionally give their hearing a rest during the Event by going to an area where no music is being played and to wear ear protection at all times. The Organizer accepts no liability for hearing loss, damage to sight, blindness, and/or other bodily injury and/or damage of goods, such as but not limited to clothing, whether or not brought by other visitors to the Event.

15.3 The information and service on our site are provided on an “as is,” “as available” basis. The visitor agrees that attending and participating in the event is at its own sole risk. The information and service on our website are subject to change and should not necessarily be relied upon. The Organizer does not guarantee the accuracy or completeness of any of the information and service provided and is not responsible for any loss resulting from your reliance on such information and service.

15.4 Under no circumstances will The Organizer or/and its affiliates be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the use of our service, your site use, or the site content, even if advised of the possibility of such damages.

15.5 The Organizer will aim for the Event program to be carried out by the announced schedule as far as possible. It is however not liable for deviations from this schedule and any resultant damage to Visitors and/or third parties. The Organizer is not liable for the content of the Event program or how it is performed, expressly including the length of the program/performances.

15.6 Additionally, the Organizer is not liable for damages in connection with

(a) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure;

(b) loss of revenue, anticipated profits, business, savings, goodwill or data; and

(c) third party theft of, destruction, of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose, and whether such liability arises in negligence, contract, tort, or any other theory of legal liability.

ARTICLE 16: INDEMNIFICATION

16.1 Visitor shall indemnify and hold us harmless from and against any losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorneys’ fees, arising out of any breach by the Visitor of any of these Terms, or participation in the Event. The Visitor shall provide the Organizer with such assistance, without charges, as the Organizer may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to the Visitor, as the Organizer deems necessary.

16.2 The Visitor shall not settle any third-party claim or waive any defense without our prior written consent of the Organizer

ARTICLE 17: FORCE MAJEURE

17.1 In case of force majeure in the broadest sense, that may result directly or indirectly from any

cause or circumstance beyond Organizer's reasonable control; These causes may include, but not limited to, the illness and/or withdrawal of the artist(s) and/or the Organizer's team, faults in equipment or lines of electronic or mechanical communication, telephone or other problems of interconnection, computer viruses, unauthorized access, theft, errors of the operator of public telecommunications services, severe weather, earthquakes, natural disasters, or other natural causes that make the performance of the activity impossible, diseases, strikes, global crisis, epidemics, pandemics, or other labor problems, political problems, wars, or government restrictions, etc... the Organizer will be entitled to postpone the Event to another date or location of the Event until further notice.

17.2 The Organizer will not be responsible for any loss, delay, or failure before the Visitor and any other participant, while those are already traveling, or while the Organizer performs any activity; or for damages arising from making changes, postponing the Event. This also applies in case the Organizer needs to cancel the Visitor's Activity in advance, as well as on the day of the Activity or while performing the activity, due to any of the reasons mentioned in Articles X Section 1.

17.3 The Visitor is unable to claim any refund from the Organizer or any other third party involved and contracted by the Organizer. And this is from the moment the Visitor completed the booking online until the end of the Visitor's journey.

ARTICLE 18: GOVERNING LAW; VENUE; ARBITRATION

18.1 This Agreement shall be construed following, and governed by, the laws of Switzerland as applied to contracts that are executed and performed entirely in, the exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Switzerland.

18.2 Any dispute between the Visitor and the Organizer, excluding any intellectual property right infringement claims we pursue against the Visitor, shall be settled solely by confidential binding arbitration per the commercial arbitration rules.

18.3 All claims must be arbitrated on an individual basis, and cannot be consolidated in any arbitration with any claim or controversy of anyone else. All arbitration must occur in Switzerland. Each party shall bear one-half of the arbitration fees and costs incurred, and each party is responsible for its lawyer fees.

ARTICLE 19: SEVERABILITY

If any term, provision, covenant, or condition of these Terms is held by any arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ARTICLE 20: ASSIGNMENT

The Visitor acknowledges and agrees that the Organizer may assign its contractual position or any of its rights or obligations or sell its assets to any third party without the need to inform the Visitor and obtain her/his prior and express consent.

ARTICLE 21: EFFECT OF HEADINGS

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

ARTICLE 22: ENTIRE AGREEMENT WAIVER

These Terms constitute the entire agreement between you and Organizer pertaining to the Event and supersede all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Organizer shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Organizer.

ARTICLE 23: NOTICES AND REQUESTS

All notices, requests, demands, and other communications under this Agreement shall be written and properly addressed as follows:

- LUMAGRA BOOKINGS
- Email: lumagra[at]gmx-topmail.de