



## GENERAL TERMS AND CONDITIONS

### WINNERS OPEN

#### I. THE TOURNAMENT AND THE ORGANIZER

**ORGANIZER: Movement Team S.R.L.**, a romanian company, based in Cluj-Napoca, Eremia Grigorescu street, 56, registered at the Cluj Trade Register with no. J12 / 670/2018, CIF: RO38914307 (**"The Organizer"**)

**TOURNAMENT:** Winners Open Tournament (hereinafter "**Winners Open**" or "**Tournament**"), WTA tennis tournament that will take place in Cluj Napoca between 01 - 08.08.2021.

**LOCATION:** Winners Sports Club, Cluj-Napoca ("**Location**" or "**Tournament Area**")

#### II. ENTRY POLICY

**! Documents required in order to participate in the Tournament as a spectator (participant): proof of COVID-19 vaccin, an identity document, an printed or electronic ticket.**

**PURCHASE OF TICKETS** - Participation in Winners Open can be done **ONLY** using one of the following types of Tickets and in compliance with the safety COVID-19 rules:

1. **WO TOURNAMENT PASS: 500 RON** - This tournament pass gives access to the entire tournament, from the qualifiers to the finals (1-8 of August) for one person on the main court stand and to the matches on the secondary court, within the available seats capacity. Total capacity of 300 seats). Limited number of tournament passes available (only 200) .
2. **WO DAY 1 : 55 RON** - Price applies for day 1 of the tournament (1st of August, qualifiers singles). This ticket gives access for one person on the main court stand and to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
3. **WO DAY 2 : 55 RON** - Price applies for day 2 of the tournament (2nd August, qualifiers, singles and doubles 1st round). This ticket gives access for one person on the main court stand and to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
4. **WO DAY 3 : 55 RON** - Price applies for day 3 of the tournament (3rd August, singles and doubles 1st round). This ticket gives access for one person on the main court stand and to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
5. **WO DAY 4 : 55 RON** - Price applies for day 4 of the tournament (4th August, singles and doubles 2nd round). This ticket gives access for one person on the main court stand and to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).



6. **WO DAY 5: 75 RON** - Price applies for day 5 of the tournament (5th August, singles 2nd round and doubles quarterfinals). This ticket gives access for one person on the main court stand and to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
7. **WO DAY 6: 150 RON** - Price applies for day 6 of the tournament (6th August, singles quarterfinals and doubles semifinals). This ticket gives you access to a seat on the main court tribune, but also, to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
8. **WO DAY 7: 150 RON** - Price applies for day 7 of the tournament (7th August, singles semifinal and doubles final). This ticket gives you access to a seat on the main court tribune, but also, to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
9. **WO FINAL: 175 RON** - Price applies for day 8 of the tournament (8th August, singles final). This ticket gives you access to a seat on the main court tribune, but also, to the matches on the secondary court, within the available seats capacity (total capacity of 300 seats).
10. **WO VIP BOX: 7.000 RON** - This VIP pass gives access to the entire tournament. Great courtside seats in a 5 person private box. Limited number of VIP BOXES available (only 2)
11. **WO VVIP BOX cu hospitality: 19.000 RON** - This premium VVIP pass gives access to the entire tournament. Unique experience! Enjoy an exclusive courtside box for 6 people, with access to the Business Lounge with food and drinks included. Limited number of VVIP BOXES available (only 1).

Tickets will be available on [www.entertix.ro](http://www.entertix.ro), <https://winnersopen.ro/>, or at the Location depending on availability. Purchased tickets cannot be returned or replaced.

No refunds will be given if the Ticket Buyer or the person - other than the Ticket Buyer - who is legally in possession of the Ticket does not wish to participate or cannot participate in the Tournament for any reason. Loss of the Ticket leads to the loss of the right to participate in the Tournament.

The Organizer reserves the right to change the ticket price without prior notice.

**TENNIS MATCH SCHEDULE:** Match Schedule will be displayed on the page <https://winnersopen.ro/> <https://www.facebook.com/winnersopen/> prior to the start date of the Tournament. Match times are subject to change due to weather, television coverage or other delays.

**SPECIFIC PROTECTION RULES AGAINST SARS-VOC-2 (COVID -19):** Must be followed by all Tournament participants. In view of the romanian national legislation in force for the sports events during the pandemic of COVID-19, Winners Open Tournament can be attended only by:

- ✓ the persons **who prove that they are vaccinated against SARS-CoV-2** and 10 days have passed since the complete vaccination scheme and who present at the entrance to the Tournament Area the proof of the appropriate vaccination together with the identity document.

- ✗ will not have access to the Location: People who have been immunized with only the first dose of vaccine or people who are within 15-90 days of contacting the virus or people who have RT-PCR

Each person who enters the Tournament expressly declares on their own responsibility the following:

- at the moment of entering the Tournament Area does not show symptoms such as: fever, difficulty breathing (increased respiratory rate), cough, sore throat, fatigue, muscle aches, having to his knowledge a good state of health;
- has not had / come into contact in any way, in the last 14 days, with a person / patient positively diagnosed with COVID-19;
- will fully comply with the rules and measures imposed by the Organizer in order to limit the spread of COVID-19 virus throughout the Tournament as well as those provided by law;
- agrees to comply with the measures taken by the Organizer to limit the spread of COVID-19 virus, including but not limited to: epidemiological triage, digital thermometry, completion of a possible health questionnaire accurately, wearing a mask when is inside;

If the statements of the persons entering the Tournament are not true, the statements do not comply with those stated, respectively, will not comply with the measures imposed by the Organizer or the legal regulations in force, they will be liable for damages caused to the Organizer or third parties (including, but not limited to Tournament Participants, Organizer Partners, etc.), any fault of the Organizer being excluded.

#### ACCESS FOR MINORS

- ✓ Children up to 3 years old do not need an entry ticket if they are held in the arms of an adult and do not need a vaccine.
- ✓ Children between 3-12 years old will need in order to enter the Location the following: an RT-PCR test not older than 72 hours before the start of the day for which they have a Tournament ticket, a printed or electronic Tournament ticket. There is no need to prove vaccination.
- ✓ Children older than 12 years will need in order to enter the Location the following: proof of a complete vaccination scheme and an identity card, printed or electronic Tournament ticket.

**EPIDEMIOLOGICAL TRIAGE:** All persons entering the Location will be epidemiologically tested at a point located at the entrance, by medical staff / a person designated for this purpose by the Organizer.

Upon finding by the medical staff / designated person performing the epidemiological triage any objective and suggestive symptoms / manifestations for an infection - especially symptoms associated with COVID 19, the Organizer reserves the right to prohibit the entry of the person concerned to the Tournament.

#### **! Important: It is forbidden to enter the Tournament with the following objects:**

\* Drugs; \* Bottles (including perfume bottles or deodorants); \* Backpacks or bags larger than 29cm x 21cm x 12cm; \* Food or beverages; \* Lasers; \* Knives, weapons, blunt objects; \* Animals; \* Shadows (in case of rain it is recommended to use capes); \* Flammable or explosive materials; \* Professional



cameras or videos, including any type of DSLR camera \* Any type of object that may injure other Participants or players.

It is forbidden to enter the Tournament Area with a car, rollers, skates, bicycles, hoverboards, as well as with other such devices.

**MOBILE PHONES, TABLETS:** It is NOT allowed to use mobile phones near tennis courts during matches. Participants are asked to turn off or set all mobile phones to silent mode during the matches.

**ACCESS IS ALLOWED WITH:**

Compact cameras;  Lighters.  GoPro cameras  Selfie sticks (small and lightweight)  External batteries  Medications;  Insulin;  Drops - medicinal use;  Asthma inhaler spray; Any medicinal product is permitted only if it is accompanied by a medical letter or any other document replacing it and with a maximum daily dose.

The participant agrees to be granted the medical treatment that may be considered appropriate in case of injury, accident or illness during the Tournament and disclaims full responsibility to the Organizer and all persons participating in the provision of such medical treatment for any such actions.

During the Tournament may take place various high-intensity light games or other activities that may harm children or people with epilepsy. Participants who suffer from mental and physical illnesses and who may be affected in any way by loud noises, special visual effects, crowded areas, special sound effects or anything like that will assume full responsibility for any damage they may suffer.

### **III. PRODUCTS AND METHOD OF PAYMENT IN THE TOURNAMENT AREA.**

A Food & Drink Area will be organized in the Tournament Area.

In case of acquisition of these services, the contract is concluded directly between the Participant and the Contractual Partner of those Products and Services. Participants expressly confirm that they will not make any claim against the Organizer in connection with the respective Products and Services or in connection with the contract for those Products and Services.

The Participants can pay for the Services and Products in cash or by using credit cards issued by any bank under the logo Visa, Visa Electron, Mastercard, Maestro. If it is possible, we recommend using the card to pay for the products purchased during the Tournament.

Issuing a tax receipt and / or an invoice for the purchased Product / Service, is the responsibility of the merchants (Contractual Partners).

### **IV. BEHAVIOR DURING THE TOURNAMENT**

***Movement during matches*** - The movement of the spectators is limited only in the breaks of the games (ie change, set break and between matches).



No credentialed person or ticket holder may continually collect, disseminate, transmit, publish or release from the grounds of the tournament any match scores or related statistical data during match play (from the commencement of the match through its conclusion for any commercial, betting, or gambling purpose). The continual use of laptop computers or other handheld electronic devices within the confines (spectator area) of the tournament match courts is prohibited. The exception to this provision is properly credentialed media tournament vendors and tournament staff when used in the performance of their duties.

Unauthorized access to tennis courts or other restricted areas is not permitted.

Participants have the obligation to refrain from any actions, statements or behavior that may endanger the life, health or physical integrity of others or that may violate their personal rights. Any form of economic, commercial or advertising activity in the Tournament Area without the prior written permission of the Organizer is prohibited.

Any form of economic, commercial or advertising activity in the Tournament Area without the prior written permission of the Organizer is prohibited.

The use of substances classified as drugs under applicable law is prohibited.

In the Tournament Area the participants will respect and not damage or destroy the environment, green spaces and any constructions, being solely responsible for the damage caused.

The Organizer has the right, with immediate effect, to prohibit the access of a Participant to the Tournament Area in whole or in part or to invite the Participant to leave the premises in case of violation of this Regulation or a law in force in Romania.

## **V. PHOTO, VIDEO RECORDS DURING THE TOURNAMENT**

The Organizer has the right to the image of the entire Tournament and can use the photo and video images, made by both its own staff and Participants, in various materials made during the Tournament.

Participants acknowledge that the Organizer, Contract Partners, its associates, members of the media, and other Third Parties can make audio and image recordings of the Tournament. Therefore, all Participants, by virtue of their participation in the Tournament and by acknowledging these GTC grant the Organizer the express permission to record and publish their image, appearance and actions from the Tournament.

Participants acknowledge that the Organizer may record the Tournament, make copies and distribute them through image media, broadcast or make them public in any other way and may do so repeatedly, including by informing the public regarding the Tournament by means of data transmission by cable or by any other means (eg via YouTube), so that members of the public can individually choose the place and time of access.

Participants who do not wish to appear in such images may ask the Organizer (s) who take photos / record not to be caught in the images or delete these records.



Participants have the right to make audio and image recordings during the Tournament, but only with the help of a non-professional equipment (mobile phone or tablet). Participants may not, without the prior consent of the Organizer, sell, use in exchange for a price or use free of charge, but for commercial purposes, the image and voice recordings they have made, to identify the Participants listed in those records without their agreement, or to violate the personal rights of the respective Participants.

The Organizer is not responsible for the violation of the above rules by other Participants. The Organizer reserves the right to establish areas / locations with prohibited photography / filming.

In case of non-compliance, the Organizer has the right to confiscate the camera / video by the end of the Tournament and to delete those records.

## **VI. INTELLECTUAL PROPERTY RIGHTS**

The posts on the web pages of the Organizer as well as various types of media in the Tournament Area such as but not limited to: images, texts, graphics, symbols, logos, databases, etc. are the property of the Organizer and / or its Contractual Partners.

Participants may not use, copy, modify, distribute, publish or incorporate in other documents or materials such markings / information in any form for the purpose of obtaining income without the prior written and express consent of the Organizer and / or its Contractual Partners.

## **VII. PERSONAL DATA**

The Organizer processes personal data in compliance with the requirements of EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR").

The Organizer will manage in safe conditions and only for the specified purposes, the personal data of the data subjects, respectively, of the users of the Site ( <https://winnersopen.ro> ) as well as of the Participants. For more information, open the Privacy Policy in the dedicated section of the Tournament web pages.

## **VIII. DISPUTES**

Any conflict between the Organizer and its customers as a result of participating in the Tournament will be resolved amicably. If this is not possible, the settlement of disputes is within the competence of the Romanian courts at the Organizer's headquarters.

## **IX. MAJOR FORCE**

In cases of force majeure (as defined by the Romanian Civil Code), in the case that the Organizer may decide to make program changes or even cancel the Tournament in exceptional circumstances, or if the authorities request the suspension or closure of the Tournament, the Organizer will not be liable in any way to the Participants for these decisions.

## **X. GENERAL TERMS AND CONDITIONS APPLICATION**



These General Terms and Conditions ("GTC") will apply to all Tournament participants.

These GTC present the rights and obligations arising from participation in the Tournament and the relationships established between the Organizer and Participants during the Tournament, the latter being obliged to respect them. Their application will help to ensure the safety and comfort of all.

By participating in the Tournament, the Participants declare that they have read and understood these GTC, committing themselves to comply with them, the Organizer having the right to control compliance with the GTC.

GTC are valid from the date of their publication until the date of modification by the Organizers. The participants agree that the Organizer has the right to unilaterally modify these GTC, without prior notice to them. If GTC changes, those changes take effect immediately upon publication on the Site. The Organizer states that GTC can be changed after online registration, even immediately before the Tournament.

The Organizer does not assume responsibility for any damage (material or physical) caused by non-compliance with the Regulation and is entitled to address the persons responsible for repairing the damage suffered as a result of their violation (including image damage - damage to reputation).