

## EXHIBIT D – Revised on August 21<sup>st</sup>, 2015

### TICKET TERMS AND CONDITIONS – VISITORS RULES

#### **1. Definitions**

**Authorised Reseller** means those appointed by Expo pursuant to ticket re-sale agreement as Authorised Resellers and are therefore entitled to sell Tickets to the Public.

**Calendar Ticket** (Fixed Date Ticket) means a Ticket which entitles the holder to admission to the Exposition or to attend Cirque du Soleil's show "ALLAVITA!" on a particular date. The Calendar Ticket is not subject to the Redeem process. The Ticket Holder of a Calendar Ticket is not entitled to change the date indicated on the relevant Ticket when he/she is entitled to attend the Exposition. Should the Ticket Holder not utilize the Calendar Ticket on the relevant date, he/she will be entitled to no reimbursement nor to utilize the Calendar Ticket on a different date, even if the failure to utilize the Calendar Ticket is caused by any event beyond the Ticket Holder's control. It is understood that the Ticket is valid for a single entry and additional entries are not allowed on the same day by showing the same Ticket.

**Cirque du Soleil's show "ALLAVITA!"** will take place within the Universal Exposition, at the Open Air Theater, on the scheduled dates. In order to attend the show "ALLAVITA!" it is necessary to have both a Cirque du Soleil Ticket and an Entry Ticket to the Universal Exposition or a Fixed Date Ticket (valid for the same date of the show) or an Open Date Ticket (subject to the Fixed Date Conversion Procedure, having to coincide with the same date of the show). In the latter case, it is highly recommended to access the section My Expo before purchasing the Ticket for the show, in order to carry out the Fixed Date Conversion Procedure of the Entry Ticket to the Universal Exposition with the date available for attending the show.

**Expo** means the organizer of the Exposition, EXPO 2015 S.p.A., a company incorporated in Italy, with registered office at Via Rovello 2, Milano, share capital Euro 10.120.000,00, tax registration number and VAT number 06398130960

**Exposition** means the 2015 Universal Exposition in Milan which requires a Ticket for access.

**Fast Pass Ticket** means a singularly purchasable Ticket that enables the holder to pass security controls for accessing the Universal Exposition with a faster service, through specially dedicated gates. In order to make use of the Fast Pass service and thus access the Universal Exposition, it is necessary to be provided also with a Standard Ticket or a Fixed Date Ticket (valid for the same date of the Fast Pass Ticket) or an Open Date Ticket (subject to the Fixed Date Redeem Process, which must correspond with the same date chosen for the Fast Pass Ticket).

**Public** means private individuals who acquire Tickets for the purpose of personal use.

**Open Date Ticket** means Ticket for which the date when the Ticket Holder will attend the Exposition has not been identified yet. The visit date must be identified through the so-called Fixed Date Conversion Procedure (Redeem). It is understood that the Ticket is valid for a single entry and additional entries are not allowed on the same day by showing the same Ticket.

**Parties** means Expo and the Ticket Holder.

**Redeem Process** means the process which allows the Ticket Holder (or, when expressly authorised, the Authorised Reseller) of an Open Date Ticket to indicate the date when he/she will attend the Exposition. It is hereby understood that once the fixed date has been confirmed, the ticket can no longer be modified.

**Season Pass** means a ticket valid every day, from May 1<sup>st</sup> to October 31<sup>st</sup>, that gives unlimited access to the Universal Exposition throughout the day for the mentioned period. With the Season pass, the holder shall have the right to exit the exhibition site and newly enter throughout the same day. The Season pass is personal and it shall be provided with the holder's name and surname, therefore it cannot be transferred. Expo, by means of its authorized personnel, shall have the right to carry out controls at the entry gates of the exhibition site. It is hereby understood that the Season Pass does not give right to attend Cirque du Soleil's show "ALLAVITA!"

**Ticket** means a valid document the presentation of which entitles the holder to admission to the Exposition.

**Ticket Holder** means the Purchaser of the Ticket and/or anyone who shows the Ticket to enter the Exposition.

**Ticket Purchaser** means the person who buys the Ticket from Expo or from the relevant Authorised Reseller.

**Website** means the website communicated by Expo and to be inserted in this.

## **2. Tickets**

2.1 The possession and the presentation of a valid and appropriate Ticket is a mandatory condition to enter the Exposition and to attend Cirque du Soleil's show "ALLAVITA!". Children who, on the day of the visit to the Exposition and Cirque du Soleil's show "ALLAVITA!", have not reached the age of four years ("Children") will be granted free access to the Exposition, provided that they are accompanied by adults holding a regular Calendar Ticket (Fixed Date Ticket) or an Open Date Ticket, which may be redeemed in accordance with the Redeem Process. The previous provisions do not apply to the Fast Pass Ticket, which is a fee-paying service also for children who, on the day of the visit of the Universal Exposition, are under four years of age. Free Tickets for Children should be requested from the Exposition ticket office on-site (even though at zero cost) on the day of the Exposition visit. Access to the Exposition will not be granted to Children without Tickets.

2.2 The Fast Pass Ticket, the Ticket for the Universal Exposition and the ticket for Cirque du Soleil's show "Alla Vita!" are valid only if purchased from Expo or from one of the Authorised Resellers as indicated on the list published on the Official Website [www.expo2015.org](http://www.expo2015.org). To enter and remain within the Universal Exhibition and Cirque du Soleil's show "Alla Vita!", the Ticket Holder must have purchased the ticket directly from the Expo or by a person authorized to resell the tickets. If Tickets are purchased from third parties, or if the Ticket is lost, stolen, counterfeited, not readable, copied or obtained in violation of these Ticket Terms and Conditions (available at the following link: <https://tickets.expo2015.org/Content/TermsAndConditions.pdf>), the Ticket Holder will not be authorized to enter the Exposition or may be asked to leave the Exposition.

- 2.3 For further clearness, Fast Pass Ticket does not give the right to access the Universal Exposition, for which it is necessary to be provided also with a Fixed Date Ticket (corresponding with that of the Fast Pass service) or an Open Date Ticket; in the latter case, the Open Ticket must be converted into a Fixed Date Ticket, corresponding with that of the Fast Pass, through the Fixed Date Redeem Process.
- 2.4 For further clearness, the Ticket for Cirque du Soleil's show "ALLAVITA!" gives the right to attend the show only if the Ticket Holder also has an Entry Ticket to the Universal Exposition, or a Fixed Date Ticket (coinciding with the date of the show) or an Open Date ticket: in the latter case, the Open Date Ticket must be converted into a Fixed Date Ticket, through the Fixed Date Conversion Procedure (Redeem), and thus coincide with the date available for the show.
- 2.5 For the reasons set out in article 2.2, a Ticket cannot be sold for profit, or exchanged with another Ticket or sold, transferred, or delivered for commercial, advertising or promotional objectives (such as prizes for competitions, etc.) without prior written consent from Expo.
- 2.6 The Ticket Holder should investigate on the Website or through the Expo Call Centre as to the exact opening time of gates and the times suggested by Expo for entry, as well as to possible variations of the date, time or other elements relating to the opening times of the Exposition and Cirque du Soleil's show "ALLAVITA!".
- 2.7 For reasons of access flow constraints, venue capacity limitations and local law authority enforcement obligations, the Ticket Holder of an Open Date Ticket should redeem the Ticket through the Redeem Process (i.e. indicate the date when he/she intends to attend the Exposition) available on the Website, at least one day before the date of the visit with the exception of particular cases that shall be promptly communicated.
- 2.8 In any case, a positive completion of the Redeem Process shall be subject to venue capacity limitations and access flow constraints imposed by the relevant public authorities. Once the Redeem Process is completed, the date may not be changed. Should the Ticket Holder fail to redeem its Open Date Ticket in accordance with article 2.6 above, Expo does not guarantee it will grant access to the Exposition.
- 2.9 For the avoidance of doubts, on a given day only Calendar Tickets for that specific day and Open Tickets redeemed with the indication of that specific date in accordance with this clause 2 will be guaranteed access. Access for Ticket Holders of Open Date Tickets which have not been redeemed according to the Redeem Process will be allowed on a space available basis at Expo's sole discretion subject to access flow constraints, venue capacity limitations and local law authority enforcement obligations.
- 2.10 Owing to what provided for under article 2.7, the availability of the Fast Pass Ticket is limited to a pre-established quantitative for each single day. Expo shall not be held liable in any way whatsoever if the purchaser of the Fast Pass Ticket is forbidden access to the Exhibition Site due to non-compliance with the regulations set by the Organizer as regards security and policy.

### **3. Price of the Tickets – Ticket Collection**

- 3.1 The price of the Tickets is the Face Amount indicated on the Ticket itself, inclusive of possible commission to the Authorised Reseller (if any). All the prices are including V.A.T.

- 3.2 Tickets may be issued to the Ticket Purchaser in different forms, according to the sale channel chosen by the same Ticket Purchaser. Tickets may be issued:
- i. on printed Expo ticket stock;
  - ii. electronically (email with QR-code);
  - iii. via smartphone based NFC technology;
  - iv. pvc card (Season pass)

Expo and the Authorised Resellers will provide specific instructions for any specific method of issuance.

#### **4. Cancellations – CANCELLATION OF CIRQUE DU SOLEIL’S SHOW “ALLAVITA!” - Returns**

- 4.1 The Ticket Holder takes note that, as the Ticket and/or the Season pass guarantees the supply of products and services related to leisure provided by Expo at a later date or in a specific period of performance, the right of withdrawal does not apply pursuant to art. 59, paragraph 1, letter. n) of the Legislative Decree October 6, 2005 number 206 (the so-called "Consumer Code").
- 4.2 Adverse weather conditions, security or public order reasons or other organizational or technical factors beyond the reasonable control of Expo may force Expo to modify the dates, the time, or the events to be held during the Exposition. The responsibility of Expo is excluded in the presence of such situations.
- 4.3 Expo, in agreement with Cirque du Soleil, has the right to cancel the show “ALLAVITA!” in any moment whatsoever due to force majeure or weather situations of any kind that could entail risks for the artists’ safety and security.
- 4.4 It is hereby understood that, in case of cancellation of Cirque du Soleil’s show “ALLAVITA!” for the reasons above mentioned, it shall be possible to ask and obtain only the nominal cost refund of the Ticket Cirque du Soleil and not the refund for the entry Ticket to the Universal Exposition.
- 4.5 It is hereby understood that, in case of cancellation of Cirque du Soleil’s show “ALLAVITA!” for the reasons mentioned under art. 4.3, it shall not be possible to change or postpone dates neither of the Entry Ticket to the Universal Exposition nor of the Show Ticket.
- 4.6 It is also hereby understood that the Ticket for Cirque du Soleil’s show “ALLAVITA!” shall be refunded only if the show is cancelled before it begins. Once the show has started, no refund shall be provided.
- 4.7 The Holder of the Ticket for Cirque du Soleil’s show takes cognizance that, in case of cancellation of Cirque du Soleil’s show “ALLAVITA!”, refunds shall be carried out exclusively in compliance with provisions that Expo will make known each time. In any case, Expo shall be the only subject responsible for possible cancellations of the event.
- 4.8 In case of cancellation for the reasons mentioned under art. 4.3 and with the exception of the nominal cost refund of the Ticket Cirque du Soleil, Expo shall not be in any way whatsoever responsible for any further costs, charges, expenses, damages suffered or undergone by spectators due to the cancellation of the show.

- 4.9 Expo shall not be obliged to replace a lost, deteriorated, damaged, destroyed, stolen or illegible Ticket.
- 4.10 Expo shall not reimburse the price paid for any Ticket if Ticket Holder decides not to attend the Exposition nor Cirque du Soleil's show "ALLAVITA!".
- 4.11 Expo is not obliged to refund the price paid for a Fast Pass Ticket if the Holder of the Open Date Ticket did not carry out the Redeem Process and is thus forbidden access to the Universal Exposition.
- 4.12 If the Season Pass is lost or stolen, it will be possible to request and obtain, exclusively on behalf of the same holder, the issuance of a replacement pass prior submission, at the cash operators, of the loss or theft report filed with the competent authorities. Together with the above report, it will be required to file at the same time a declaration of authorization of the holder to block the lost or stolen pass. It is understood that the block of the replacement pass is irreversible: if the lost or stolen pass is found, it will remain deactivated and only the replacement pass will be considered valid and active.

The replacement pass will issued immediately after verification of the above conditions. It is understood that replacement of a deteriorated, damaged, destroyed or illegible Season Pass may not be requested.

## **5. Regulations about Access and Stay in the Exposition**

- 5.1 The Ticket Holder is required to comply with the Regulations posted at the entrance and inside the Exposition and on the Website, and is required to comply with the Directives that Expo may deem necessary and communicate for technical or organizational reasons.
- 5.2 The Ticket Holder is required to pay the maximum attention and exert the maximum prudence in the Exposition for its own safety and for the safety of any children accompanying the Ticket Holder and to comply with the warnings and the norms of behavior published in or in the proximity of the Exposition. Expo shall not be responsible for the consequences of imprudent or negligent behaviors.
- 5.3 The Ticket Holder is advised that there is no storage area, nor lockers available at the Exposition.
- 5.4 Inside the Expo site is not allowed to bring :
- i. Guns, firearms and other devices that discharge projectiles, devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
    - Firearms of all types, such as pistols, revolvers, rifles, shotguns,
    - Assembled explosive devices, explosives, pyrotechnics, smoke bombs, flares, lighting,
    - Toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
    - Component parts of firearms, excluding binoculars for tracking,
    - Air or carbon dioxide guns , such as pistols, pellet guns, rifles and pistols ball
    - Signal flare pistols and starter pistols,
    - Bows, crossbows and arrows,
    - Harpoon and spear guns,
    - Slingshots and catapults;
  - ii. Stunning devices designed specifically to stun or immobilize, including:

- Devices for shocking, such as stun guns, paralyzing guns (teasers) and stun batons,
- stunners for animal
- Chemicals, gases and sprays capable of disabling or incapacitating, as a spray, tear gas, acid sprays and animal repellent;
- iii. Objects with a sharp point or sharp edge that can be used to cause serious injury, including:
  - Items designed for chopping, such as axes, hatchets and cleavers,
  - Ice axes and ice picks,
  - Razor blades,
  - Cutters,
  - Knives with blades more than 6 cm
  - Scissors with blades of more than 6 cm as measured from the fulcrum,
  - Martial arts equipment with a sharp point or sharp edge,
  - Swords and sabers;
  - Other items for tip or cutting, tools to offend or capable of being launched, sound instruments (drums, trumpets, musical instruments of all kinds), megaphones and other systems of emission or amplification of sound, and other items that may pose a hazard to the safety of persons within the site and disturb or affect the smooth running of the exposition;
- iv. Drugs, toxins, hazardous substances, flammable, paint or other foulant material;
- v. Beverages contained in cans or in glass bottles;
- vi. Pets of any kind, with the exception of guide dogs for the visually impaired;
- vii. Banners, signs, horizontal banners, flags, documents, drawings, printed or written material, containing propaganda in political doctrines ideological or religious, or statements or concepts other than those expressly authorized by the police authorities;
- viii. In general any type of material that Expo may deem dangerous or that may cause damage.

Inside the Expo site is allowed to bring:

- i. liquids such as drinks and soft drinks (milk - fruit juice) for personal use;
- ii. Other types of liquid (containing alcohol) but in an amount not greater than 100 ml per single container.

5.5 Within the Exposition any type of behavior is forbidden that may create a dangerous situation and/or put at risk the Ticket Holder's own and/or others' personal security and/or go against public order and/or morality and/or bother in any way the orderly execution of the Exposition according to Expo, including example: smoking outside designated areas, gambling, unauthorized money collection, individual or group promotional advertising, religious or political activity (for instance: a group of spectators next to each other in a way displaying, by any means or in whatever way, a trademark, promotional, advertising, political or religious messages), any activity related to marketing/advertising, activity or protest related to unions, political or religious subjects, sale of goods by unauthorized individuals or in unauthorized places (booths, mobile fast food restaurants, refreshment areas, etc.), unauthorized Ticket sales, unauthorized transmissions and/or recording through mobile telephones or other instruments (video cameras, tape recorders, etc.) for commercial purposes, entry of unauthorized journalists/reporters with taping or recording equipment and/or video cameras, photography, attempting to access restricted areas, requesting money or other goods without authorization (for example, musicians or singers at the entrance or in the Exposition, beggars, ticket touts for any event), distracting the spectators' attention from the Exposition and any other activity that Expo deems dangerous or inappropriate.

5.6 The Ticket Holder consents, as a mandatory condition for access to the Exposition, to a security inspection before and during the entry to the Exposition. The security checks may include a limited (body) search, and inspection of baggage or other objects owned and carried by the Ticket Holder.

5.7 To enter and remain in the Exposition, the Ticket Holder shall expressly comply with the following provisions:

- a. the Ticket Holder accepts and shall comply with these Ticket Terms and Conditions;
- b. the Ticket Holder agrees to security inspections to be performed on him/her and/or on his/her clothing, baggage, containers, etc., abiding by the aforesaid provisions of these Ticket Terms and Conditions;
- c. the Ticket Holder must not disturb the tranquility and/or safety of others within the Exposition;
- d. the Ticket Holder's Ticket must not be lost, missing, stolen, counterfeited, damaged or illegible;
- e. the Ticket Holder's Ticket has not been purchased from an unauthorized person or entity;
- f. the Ticket Holder must not interrupt or disturb or attempt to interrupt or disturb the normal carrying out of the activities within the Exposition;
- g. Expo must not have any sustainable reasons to suspect any of the above.

5.8 The Ticket Holder shall not have the right to any substitution or refund of the Ticket if, for reasons provided in these Ticket Terms and Conditions, he/she cannot enter the Exposition or is asked to leave it.

5.9 Expo will not store confiscated and/or unauthorized material at the Exposition.

5.10 Entry to the Exposition, Cirque du Soleil's show "ALLAVITA!" and Fast pass service will be authorized exclusively upon presentation of a Ticket (including children under 4 years of age who are required to have a Ticket). Upon request of the Expo staff, the Ticket Holder must show proof of his/her identity and age with appropriate documents. The Ticket Holder who leaves the Exposition or is asked to leave the Exposition by Expo shall not be allowed to enter the same Exposition again.

5.11 Children less than 14 years old must be accompanied by an adult (at least 18 years old).

## **6. Films, Photographs and Recordings**

6.1 The Ticket Holder consents to be photographed, filmed or taped by Expo or by third parties appointed by the latter within the footage of the Exposition and during Cirque du Soleil's show "ALLAVITA!". Expo or third parties appointed by Expo shall have the right to broadcast, publish, license and use any photographs, film, recordings or images of the Exposition which contain the Ticket Holder without any compensation. Expo, the appointed third parties and anyone acquiring from them the right to use the material are not liable to the Ticket Holder for any use Authorised by the applicable law.

6.2 Images, video and sound recordings of the Exposition and of Cirque du Soleil's show "ALLAVITA!" taken by the Ticket Holder with a camera, video camera or audio equipment cannot be used for any purpose other than for private and domestic purposes whereby the Ticket Holder may not sell, license, broadcast, publish, or otherwise commercially exploit them.

6.3 During Cirque du Soleil's show "ALLAVITA!", flash photography is absolutely forbidden, as well as any behaviours that can cause dangerous situations and/or put artists' safety at risk.

## **7. Transport**

Expo will supply information regarding the timetables of public transport, but it shall not be considered responsible for any possible inefficiency due to public transport. the Ticket Holder shall thus be the solely responsible to refer to the timetables of the public transport in order to plan travel to reach the Exposition in time.

## **8. Personal Data Protection**

Expo will keep all personal data provided by the Ticket Purchaser and by the Ticket Holder, including those provided at the moment the Exposition is accessed, absolutely confidential. Such data will be handled by Expo abiding by the Legislative Decree No. 196/2003 and according to any permissions granted for data sharing with partners at the time when Tickets are purchased or granted with the Website customer profile settings. The full privacy notice is accessible on the Website.

## **9. General**

9.1 Any integrations and/or amendments to these Ticket Terms and Conditions are not valid if not signed by Expo's legal representative. These Ticket Terms and Conditions and the provisions set forth on the Website represent the only agreement in force between the Parties.

9.2 This Agreement shall be governed by and interpreted in accordance with the laws of Italy. The Italian Courts shall have exclusive jurisdiction over any and all disputes arising from or connected with these Ticket Terms and Conditions.

9.3 The Ticket, as a document to access the Exposition for a specific date, is valid if the Ticket Holder accepts these Ticket Terms and Conditions without any exception.

The Ticket Holder shall verify the accuracy of their own data contained in the Ticket purchase request form and/or on the Tickets and shall inform Expo promptly of any mistake.