

Regulation for purchase of the Biennale Card

The following terms and conditions govern the relation between the users of the service (hereinafter the "Service") and La Biennale di Venezia, which avails itself of Vivaticket S.p.A. a single shareholder company (hereinafter "Vivaticket"), to manage the Service. By utilizing the Service, the User expressly agrees to be bound by these terms and conditions. These regulations shall therefore be read and approved in all their parts before completing registration and purchase.

Art. 1 - OBJECT OF THE SERVICE

The object of the service is the online sale of digital fidelity cards on behalf of La Biennale di Venezia (hereinafter Biennale Card).

The Biennale Card is nominative, strictly personal, and may not be transferred to third parties: the holder is required to present a document together with the Card for proof of identity.

The Biennale Card enables to take advantage of a series of benefits related to the Biennale's activities: the content of such benefits is regulated by La Biennale di Venezia and Vivaticket is totally unrelated to the provision of such benefits. The list of cards and their characteristics may be subject to change due to causes beyond the control of Vivaticket.

During the purchasing process buyer should insert personal information in order to issue the electronic invoice.

A copy of the invoice will be available in the transaction summary page as well as through the service to customer function, in the reserved area, using the personal credentials registered during the registration process; the link in the e-mail received by the buyer will also allow to access to page in which to download the receipt/invoice.

Art. 2 - PAYMENT METHODS

Payment can only be made through electronic instruments: accepted payment methods are indicated in the payment page. Acceptance and validation of the "digital offers" as well as the management of transactions and payments will take place without risk on the customer's part, thus guaranteeing the efficiency and security of our service. All transmissions of sensitive data is encrypted using SSL 3.0, through the use of public and private keys and certificates issued by Certification Authority recognized by the standard. The transaction is therefore performed only through the acquiring system and Vivaticket and/or La Biennale di Venezia will have no access to the buyer's credit card information.

Art. 3 - OBLIGATION OF THE BUYER

The buyer agrees to read and accept the terms and conditions herewith contained, as a necessary condition for purchase. These terms and conditions have been drafted in accordance with articles 3 and 4 of Italian Legislative Decree 185/1999 (distance contract) and article 12 of Italian Legislative Decree 70/03 (electronic commerce). The purchase order shall be made by the Credit Card Owner and, in case this is not possible, the buyer agrees to assume all responsibilities, including those related to criminal law, for using a payment instrument of which he is not the owner.

Effect of the Agreement and Documentation to be kept

Vivaticket as service provider, agrees to acknowledge, without delay via e-mail, receipt of the User's order, with a summary of the general terms and conditions applicable to the contract, essential information regarding the service, detailed information regarding the price, method of payment, right to withdrawal, and if applicable any delivery charges, additional costs and applicable fees.

The order and the order confirmation receipt are considered received when sent to the email address provided by the buyer, who shall diligently keep also:

a) Order of Payment issued by the system, which can be printed after the transaction has been completed;

b) e-mail from Vivaticket, as Service provider, sent automatically, containing the purchase summary and the link in which to find the invoice/receipt and Biennale Card PDF with the QR code, bar code and the related number code.

The purchase receipt and the information related to each purchased Biennale Card will be always available in the reserved area, using the personal credentials registered during the registration process.

It is agreed that, once the email with the codes for enjoying the benefit package has been sent to the email address provided by the buyer during the purchasing process, Vivaticket shall have correctly and exactly met its obligations, therefore the Owner of the credit card used for the online purchase may no longer request that his or her account be credited for the amount paid for this purpose, under penalty of compensation for damages in favour of La Biennale di Venezia, with the exception of the cases expressly listed in article 8 of Italian Legislative Decree 185/99 (namely payment in excess of the amount due and unlawful use of a credit card).

Art. 4 - DELIVERY OPTIONS

Biennale Card is a digital card that can be purchased online and it can be downloaded through the link that will be sent by e-mail to the e-mail address provided by the buyer at the moment of registration, or with the access to the reserved area, using the personal credentials registered during the registration process.

If the buyer is different from the holder of the Biennale Card, the buyer can:

- choose to send a copy of the Biennale Card to the e-mail address of the holder, inserting the e-mail address itself in the specific field, or
- proceed to send himself the Biennale Card to the holder.

The email is sent automatically after the confirmation payment has been sent by the acquiring system.

Vivaticket refuses and rejects all responsibilities for the failure to deliver the confirmation e-mail within the above-mentioned terms, when the related delivery is not possible due to entering by the User of an incorrect or invalid data in the online form of User's personal data.

In case of non-receipt within 24 hours after purchase, the Users are required to report the anomaly to the Organizational Secretariat of La Biennale di Venezia to verify the correct functioning of the system.

The PDF Card can be downloaded from the transaction summary page, from the link in the confirmation e-mail and from the reserved area of the buyer.

At the bottom of this regulation, there is an example of the Biennale Card.

Art. 5 - RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER VIVATICKET S.P.A.

Vivaticket agrees to promptly provide any information made available by La Biennale di Venezia regarding substantial changes in the event and, should the initiatives be cancelled and/or postponed, it also agrees to carefully follow all instructions provided by La Biennale di Venezia including refund of the Card price (deducted commissions and possible processing fees).

Vivaticket has no responsibility in the provision of benefits or in the organization of individual events and, therefore, in no case is liable for the cancellation of the shows, for the simple change in dates and / or times, for price changes, trouble or inconveniences in any case suffered by the buyer if they are connected to the organization of events.

Vivaticket reserves the right to suspend the Service or part thereof at any time and without notice for technical reasons, or for changes in order to improve the above-mentioned Service, or for compliance with legal procedures.

Art. 6 - RIGHT TO WITHDRAW

The contract is finalized from the moment the User complete the payment.

Biennale Cards purchased according to the afore mentioned modes constitute a distance contract, governed by Italian Legislative Decree 22.5.99 no. 185 and therefore the User has the right to withdraw without penalty and/or reason, as long as the withdrawal right is exercised within 14 days from the execution of the contract and the User has not took advantage or enjoyed any benefits (in whole or in part) provided by the Biennale Card.

It should be noted that, after this deadline, any modification of the scheduled event dates does not constitute a reason for withdrawal and therefore does not give the right to any refund.

HOW TO WITHDRAW: withdrawal shall be notified in writing (download the withdrawal form at the following [LINK](#)) and faxed to +39 051 6014383 within the time and according to the method described above and followed within 24 hours by a registered letter with receipt notice confirming withdrawal to: Vivaticket S.P.A., Via Canova 16/20, 40138 Bologna (Italy).

The date in which the registered letter is delivered to the postal service serves as evidence of the date of withdrawal.

After receiving the withdrawal communication within the above-mentioned deadline, the codes related to the Biennale Card will be immediately cancelled and they will no longer allow holder to take advantage of the benefits associated with the Biennale Card itself.

The User shall therefore have the right to a refund for the amount paid for purchase, minus service costs and bank fees charged to Vivaticket on behalf of La Biennale di Venezia, only if the withdrawal request is made within the time and according to the methods described above and the User has not enjoyed any of the benefits and services associated with the Card.

Art. 7 - LIMITATION OF RESPONSIBILITY

Vivaticket and/or La Biennale di Venezia are not liable for any direct or indirect damages arising from the use of this Service.

Vivaticket and La Biennale di Venezia agree to promptly provide the competent Authorities all the information in its possession to allow the identification and prevention of any unlawful acts committed by means of the web network.

Art. 8 – APPLICABLE LEGISLATION AND COMPETENT COURT

The present contract is governed by the Italian law. For any litigation regarding the on-line purchases made by a User as a consumer, the competent jurisdictional court is the one of the residence or elective domicile of the consumer. In all the other cases – client not-consumer – the exclusive competent jurisdiction is to the Court of Bologna.

Art. 9 - CHANGES

Vivaticket and/or La Biennale di Venezia reserve the right to update these general conditions at any time. The last applicable version is published on the website.

EXAMPLE OF A BIENNALE CARD

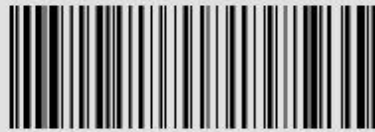
Biennale Card
Silver
2022



Nome Cognome

Valid until 31 December 2022

DIGITAL TITLE Prov. 2008/22799 A.d.E.



CODICEBIGL



**This is your personal Biennale Silver Card.
You can print it or save it on your smartphone/mobile device.**

Please remember that the Biennale Card bears your name and **is strictly personal**: it may not be transferred to third parties; we therefore ask you when using your Biennale Card to also present a document for proof of identity.

On the accompanying sheet you will find the information on how to use it.

LA BIENNALE DI VENEZIA
ORGANIZING SECRETARIAT
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Tel +39 041 2753311

INFO
Tel. +39 041 5218878
promozione@labiennale.org
www.labiennale.org
#LaBiennaleVenezia



Biennale Card

Silver

2022

How to use your Biennale Silver Card

To take advantage of the **two complimentary admissions** associated with your Biennale Card and visit the 59th International Art Exhibition* during the opening period of the Exhibition to the public from 23 April to 27 November 2022 (Tuesday – Sunday), please connect to the **LINK** and follow the indicated procedure. Please note that the Biennale Silver Card alone does not allow access to the exhibition venues and therefore it is mandatory to require your digital ticket through the procedure indicated. We remind you that each admission includes one entry to the Giardini venue and one entry to the Arsenale venue, even on different days. The second admission may be transferred to a guest if entering the Exhibition venues together with the holder of the Biennale Silver Card.

Notice: before your visit we invite you to consult the website of La Biennale di Venezia (www.labiennale.org/en/Art/2022) to verify possible reservation requirements or procedures linked to the Anti-Covid regulations in force at the time of your visit.

The **numerical code** associated with your Biennale Card entitles you to special discounts reserved exclusively for you for the purchase online of tickets for the events organized by La Biennale di Venezia in 2022 and included in the list of your Biennale Card benefits (max 1 ticket for each performance/screening). For the Venice International Film Festival, the numerical code will be valid 24h after completing the purchasing process.

For your **purchases at the Biennale bookshop**, you will be granted a special discount reserved exclusively for you on the products to which it applies, simply by displaying your Biennale Card to the staff along with proof of identity. Please note that the discount does not apply to publications.

* Please remember that the Biennale Card bears your name and is strictly personal: it may not be transferred to third parties; we therefore ask you when using your Biennale Card to also present a document for proof of identity.