

## **TERMS OF USE AND PRIVACY POLICY**

**INSTITUTO CULTURAL FILARMÔNICA**, non-profit organization, duly registered at CNPJ under the No. 07.837.375/0001-50, established at Sala Minas Gerais, Tenente Brito Melo Street, 1.090, Bloco 02, Zip Code: 30.180-070, Barro Preto, Belo Horizonte/MG, is responsible for the maintenance of Orquestra Filarmônica de Minas Gerais, management of the Sala Minas Gerais and all related activities such as educational activities, ticket sales for Concerts, donation programs, subscription, and guided tours.

This document presents the Terms and Conditions of Use and Privacy Policy related to the activities offered by the INSTITUTO CULTURAL FILARMÔNICA, explaining how the User's data will be treated.

### **1. TERMS AND USE CONDITIONS**

#### **1.1. USER ACCEPTANCE**

**1.1.1 To access all the contents of the website, participate in activities offered by INSTITUTO CULTURAL FILARMÔNICA and use its benefits, the user must declare that that he/she is aware and agrees with all the rules described in the present document. If the User does not agree to the terms of this document, it will not be possible to benefit from the activities and/or services provided by the website and the INSTITUTO CULTURAL FILARMÔNICA.**

**1.1.2 The acceptance of this document will be given by clicking the "I accept" button at the end of the document. To prove the acceptance, the participation, the use of the website and the manifestation of the User's will, the INSTITUTO CULTURAL FILARMÔNICA may store the User's log register.**

**1.1.3 A User is defined as all individuals who use the website, purchase tickets, and subscriptions, participate in donation programs, guided tours, and/or educational activities offered by INSTITUTO CULTURAL FILARMÔNICA.**

**1.1.4 The acceptance implies the User's agreement with the terms herein described and express consent for treatment of his/her data, under the terms of item 2 – Privacy Policy.**

**1.1.5** As long as it is registered or followed the steps provided on the website <<https://www.filarmonica.art.br/>>, as foreseen in the present document, any natural person, of any age, can use the activities or services provided.

**1.1.6** In case the User is a minor, his/her registration, access, or participation in the activities provided by the INSTITUTO CULTURAL FILARMÔNICA implies the acceptance of a parent or legal guardian in fulfillment to all the terms of this document.

**1.1.7** In order to prove the acceptance and the manifestation of will of one of the parents or legal guardians of the Data Subject in this sense, the INSTITUTO CULTURAL FILARMÔNICA may store log records of the Data Subject.

## **1.2 REGISTRATION, ACCESS AND PARTICIPATION**

**1.2.1** The User can register in a simple way or follow the steps provided on the website to purchase ticket, make donations, sign up, and participate in educational activities and guided tours.

**1.2.2** The "INTI" platform (<https://byinti.com/>) is used by the INSTITUTO CULTURAL FILARMÔNICA as a box office and for subscriptions, which acts as the responsible for the treatment of personal data provided at the time of payment.

**1.2.3** The "Evoé" platform (<https://evoe.cc/>) is used by the INSTITUTO CULTURAL FILARMÔNICA for donations, which acts as the responsible for the treatment of personal data provided at the time of payment.

**1.2.4** The "Jotform" platform (<https://www.jotform.com/about/>) is used by the INSTITUTO CULTURAL FILARMÔNICA to mediate the data collection from Users who wish to participate in activities offered by the INSTITUTO and use its benefits.

**1.2.5** User's data for ticket purchases, donations, subscriptions, and participation in educational activities are personal and non-transferable, and the User is entirely responsible for their safekeeping and security. The User is aware that they may not be disclosed, shared, or passed on in any way to third parties.

**1.2.6** If the User does not observe the item 1.2.5, the INSTITUTO CULTURAL FILARMÔNICA will not be responsible for any damage resulting from the improper use/access of third parties to the User's registration or data.

**1.2.7** The User must always keep his registration data updated, being responsible for the veracity and integrity of all the information provided to INSTITUTO CULTURAL FILARMÔNICA.

**1.2.8** In case of fraudulent registrations or false information, the INSTITUTO CULTURAL FILARMÔNICA reserves the right to apply the penalties established in this document.

### **1.3 TICKETS**

**1.3.1** The INSTITUTO CULTURAL FILARMÔNICA sells single tickets for its concerts, which can be purchased online or in person at the Sala Minas Gerais box office, according to the information on the website.

### **1.4 SUBSCRIPTION PROGRAM**

**1.4.1.** The INSTITUTO CULTURAL FILARMÔNICA offers the “Seja Um Assinante”, subscription program, which provides advantages such as exclusivity in choosing a seat in the Sala Minas Gerais; discounts of up to 20% in the purchase of subscriptions and priority for their renewal; variety in the purchase options; convenience in guaranteeing tickets for the Concerts; installment payment of the purchase in up to 6 (six) installments without interest; ease of receiving at home the access cards for all the Concerts purchased; convenience in the services provided by the Filarmônica's Relationship Department; and convenience in using the exclusive “Assinante Filarmônica” application.

**1.4.2.** The INSTITUTO CULTURAL FILARMÔNICA will provide five subscription series: Allegro, Vivace, Presto, Veloce, and Fora de Série, and the subscriber can choose to buy 9, 12, 21, 24, or 33 concerts, according to information on the website.

### **1.5 DONATION PROGRAMS**

**1.5.1.** The INSTITUTO CULTURAL FILARMÔNICA, through the donation program called “Amigos da Filarmônica” makes possible for individuals to contribute annually to the educational programming of the Orquestra Filarmônica de Minas Gerais.

**1.5.2.** The amount of the contribution can be chosen among five different categories and the counterparts received by the Donors vary according to the amount allocated to the program, under the terms of the website <<https://www.filarmonica.art.br/apoie/amigos-da-filarmonica/>>.

**1.5.3.** The contributions may be made in an "incentivized" manner (with income tax deduction) or in a "direct" manner (without income tax deduction), according to the information presented in “REGULAMENTO AMIGOS DA FILARMÔNICA”.

### **1.6 EDUCATIONAL ACTIVITIES**

1.6.1. The INSTITUTO CULTURAL FILARMÔNICA offers the “Laboratório de Regência”, the “Festival Tinta Fresca”, the “Concertos Didáticos” and the “Academia Filarmônica” as Educational Activities.

1.6.2. The “Laboratório de Regência” is a Project that aims to stimulate the formation of new generations of conductors in Brazil. It enables young conductors to participate in practical workshops with the OFMG regent. Will also be selected conductors who will have the opportunity to conduct the OFMG, learning in practice the challenges of conducting and experiencing conducting a professional orchestra.

1.6.3. The “Festival Tinta Fresca” Project were created in 2008 to encourage music made in the present, by enabling Brazilian composers to submit music scores of unpublished works. The selected works are performed by the Orquestra Filarmônica in a concert open to the public, in a process in which the composers follow the rehearsals and can talk about the compositions with musicians, conductor and commission. As a prize, the winner of the Festival receives an order to prepare a work to be premiered in a future season of the Orquestra Filarmônica.

1.6.4. “Concertos Didáticos” is an educational project that aims form audiences for symphonic music in partnership with State and Municipal public schools. It involves carrying out educational activities at their premises focused on the history and appreciation of symphonic music and its instruments. The project culminates with a concert at Sala Minas Gerais dedicated to raising awareness of art importance and culture for an audience experiencing a symphony concert for the first time.

1.6.5. “Academia Filarmônica” is a high-level educational project whose objective is to prepare and improve musicians of symphonic instruments, in order to contribute to their professional performance in Brazil and abroad. The Academia Filarmônica aims at the technical-musical improvement of young people from 15 (fifteen) years old on, with high artistic potential, admitted through a selection process. The Academy's goal is to be a reference course in the country, lasting three years, to train the participants, increasing their opportunities to enter this job market.

## **1.7 GUIDED TOURS**

1.7.1 The INSTITUTO CULTURAL FILARMÔNICA offers guided tours in which a group will be taken to know the facilities of Sala Minas Gerais (Tenente Brito Melo Street, 1.090, Bloco 02, Barro Preto, in Belo Horizonte/MG, zip code 30180-070), as previously scheduled. The visit occurs with the accompaniment of a guide from the INSTITUTO CULTURAL

FILARMÔNICA, lasting approximately 01 (one) hour, through spaces such as: Foyers, Concerts room, Greetings room, and the backstage of the Sala Minas Gerais.

## **2 PRIVACY POLICY**

2.1. The INSTITUTO CULTURAL FILARMÔNICA may collect, treat, and store personal data provided by the User and/or a parent or legal guardian on the website or during the offered activities, such as name, CPF, RG, nationality, e-mail, address, telephone, and date of birth/age. Furthermore, the INSTITUTO CULTURAL FILARMÔNICA may collect, treat, store data resulting from the User's browsing history on the website, such as IP, location, date, and time of access to the system, internet browser, platforms used, and other technical information.

2.1.1 The INSTITUTO CULTURAL FILARMÔNICA will collect only the necessary data from the Data Subjects to fulfill the purposes described in item 2.3.

2.1.2 If the User is a child or adolescent, the INSTITUTO CULTURAL FILARMÔNICA shall collect personal data from a parent or legal guardian.

2.1.3 For data treatment, the INSTITUTO CULTURAL FILARMÔNICA may use technologies such as cookies and web beacons.

**2.2 The User is not obliged to allow the collection of their data. However, if they choose not to share your information, the User is aware that they will not be able to enjoy activities or services provided by the website and the INSTITUTO CULTURAL FILARMÔNICA, such as ticket purchases, donations, subscriptions, and participation in educational activities.**

2.3 The INSTITUTO CULTURAL FILARMÔNICA may collect, treat, store, and/or use the data indicated in item 2. 1 for the following purposes: conclusion and execution of contracts, promotion of its activities, offering content and services that benefit the User, use of the website by the User, sending communications to the User by any means, such as e-mail, telephone, messaging application like WhatsApp, sending a newsletter, sending offers and news of interest to the User, development of research and studies of audience profile, identification of the User's profile, improve the functioning and security of the website, analyze its audience, analyze the User's browsing habits, perform statistical evaluations, comply with legal, judicial or administrative orders or exercise rights in court, respond to the User's questions and requests, evaluate possible problems and ascertain conducts that violate this document, as well as save for use in future participation in the activities or services provided, always respecting the freedom and privacy of the Data subject.

2.3.1 The User may, at any time, request to cease receiving e-mails and communications sent by the INSTITUTO CULTURAL FILARMÔNICA following the instructions indicated in the body of the e-mail received, through the button "unsubscribe from this newsletter" or making the request by e-mail: [lgpd@filarmonica.art.br](mailto:lgpd@filarmonica.art.br)

**2.4 Sensitive personal data may be collected from the User, such as image and voice registration (biometric data) present in photographs, recordings, and audiovisual, digital, or electronic reproductions. The User agrees that INSTITUTO CULTURAL FILARMÔNICA may treat, store, or use such data for the purpose of disclosure of projects and activities of the INSTITUTO CULTURAL FILARMÔNICA preparation of fundraising books and accountability or similar documents. Such data may be shared through social media such as Instagram, YouTube and Facebook or any other type of electronic or digital media such as cable, optical fiber, satellite, CDs, DVDs, electronic/digital files, websites, streaming, live streaming, e-mails, podcasts, mailing list, direct mail, and others. The INSTITUTO CULTURAL FILARMÔNICA may also perform statistical evaluations, comply with legal, judicial, or administrative orders, or exercise rights in court, respond to User questions and requests, evaluate possible problems, and investigate conduct that violates this document.**

2.5 In order to fulfill the purposes indicated in items 2.3 and 2.4, the INSTITUTO CULTURAL FILARMÔNICA may share the collected data under the terms of items 2.1 and 2.4 with its employees, partners and service providers, such as companies, platforms, and software for sending e-mails, messages and communications, newsletter, data management, hosting, database maintenance, as well as with the State of Minas Gerais, Public Administration and control bodies.

2.6 To perform some of the services, such as validation of ticket purchases, donations, subscriptions and registration to participate in the activities offered, the INSTITUTO CULTURAL FILARMÔNICA may also receive and treat data collected by “INTI” (<https://byinti.com/>), “Evoé” (<https://evoe.cc/>) and “Jotform” (<https://www.jotform.com/about/>) platforms at the moment of payment or registration.

2.7 The User data collected by INSTITUTO CULTURAL FILARMÔNICA will be stored in a secure server until the User requests its deletion.

2.7.1 The INSTITUTO CULTURAL FILARMÔNICA will adopt security, technical and administrative measures to protect personal data from unauthorized access and accidental or unlawful destruction, loss, alteration, communication, or any form of inappropriate or unlawful

treatment, even after the end of the data treatment, according to the minimum standards required by the applicable legislation.

2.8 The User may exercise the following rights in relation to the processing of his/her data, in accordance with the Brazilian Federal Law 13.709/2018:

a) facilitated and free consultation on the form and length of the data processing, as well as on the completeness of their personal data;

b) obtain at any time, upon request:

I - confirmation of the existence of the personal data processing;

II - access to personal data;

III - correction of incomplete, inaccurate or outdated personal data;

IV - anonymization, blocking or removal of unnecessary, excessive, or processed personal data in breach of the provisions of Brazilian Federal Law 13.709/18.

V - portability of personal data to another service or product provider, upon express request, in accordance with the regulations of the national authority, observing commercial and industrial secrets;

VI - removal of personal data processed with the Data Subject consent, except in the cases guaranteed by article 16 of Brazilian Federal Law 13.709/18;

VII – information about public and private entities with which INSTITUTO CULTURAL FILARMÔNICA has shared personal data;

VIII - information about the possibility of not providing consent and the consequences of denial;

IX - revocation of consent, upon express manifestation of the Data Subject.

c) request a complete electronic copy of their personal data, observing commercial and industrial secrets, in a structure that allows for its subsequent use, including in other processing operations;

d) request the review of any decisions made by INSTITUTO CULTURAL FILARMÔNICA solely on the basis of computerized processing of personal data that affect their interests, including decisions designed to define their personal, professional, consumer and credit profile or aspects of their personality;

e) petition before INSTITUTO CULTURAL FILARMÔNICA regarding their personal data

2.9 **The INSTITUTO CULTURAL FILARMÔNICA makes available the following direct communication channels with the Charger, to be contacted by the User in case of need for clarifications, complaints, communications or to exercise the rights indicated in item 2.8: [lgpd@filarmonica.art.br](mailto:lgpd@filarmonica.art.br).**

### **3 VIOLATIONS OF THE TERMS OF USE**

3.1 When making his registration, the User undertakes to provide true information about his personal data, in addition to respect and comply with this document. In case of noncompliance with its provisions, the INSTITUTO CULTURAL FILARMÔNICA reserves the right to immediately exclude the User's registration and/or participation in the activities, without prejudice to the ascertainment of losses and damages and the User's liability under civil and criminal law.

### **4 GENERAL PROVISIONS**

4.1 The User is aware that the website is not immune to eventual invasions by third parties of bad faith or failures, and may present occasional instability, characteristic of technology services.

4.1.1 In case of failure/instability, the INSTITUTO CULTURAL FILARMÔNICA undertakes to promote the necessary efforts to restore full operation of the website in a reasonable time.

4.1.2 The User is aware that cyber incidents and invasions of the system by third parties in bad faith are events beyond the will and responsibility of the INSTITUTO CULTURAL FILARMÔNICA. In these cases, the INSTITUTO CULTURAL FILARMÔNICA reserves the right to take all appropriate measures for accountability of offenders in civil and criminal law.

4.2 This document comes into effect on 01/30/2023 affecting the User on the date of his digital acceptance of the website.

4.2.1 By accepting it, the User ratifies the application of this document, including for data that has been collected before the Brazilian General Data Protection Law came into force (Law nº 13.709/2018).

4.3 The INSTITUTO CULTURAL FILARMÔNICA may change this document at any time, communicating the User 05 (five) days in advance.

4.4 The courts of the district of Belo Horizonte/MG, to the exclusion of any other, are elected to settle any questions concerning this document, which will be governed by Brazilian law.