



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

**ANNEX XXIII – TICKETING POLICY**



## STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

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## STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

### 1. GENERAL PRINCIPLES

The Government of the State of São Paulo, as the GRANTING AUTHORITY, has established, as a premise for its Park and Environmental Assets Concession Program, a price freedom regime so that the CONCESSIONAIRE is able to develop the CONCESSION's capabilities throughout the term of the CONTRACT falling under its responsibility.

Thus, it is set forth herein that, throughout the CONCESSION TERM, and as a way to promote compensation and amortization of the STARTING MINIMUM INVESTMENT and ADDITIONAL INVESTMENTS that it may potentially make, based on the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall have the right to freely collect any and all REVENUE resulting from its exploitation of the CONCESSION, whereas the price freedom regime for charging USERS TICKETS, through the Ticket Office, is to uphold the following:

- I. avoid abusive pricing that may drive USERS away;
- II. comply with all provisions of the CONCESSION CONTRACT;
- III. uphold service quality standards described in ANNEX XXI
- IV. endeavor to satisfy USERS;
- V. provide a Customer Relationship Service for USERS to be able to submit complaints or suggestions;
- VI. not charge specifically for visits to the Spring Trail (Trilha da Nascente);
- VII. devise membership plans, by means of an annual fee specifically for CONCESSION AREA-SP surrounding area residents, providing a plot of the CONCESSION AREA – akin to the area that is already provided by the IBT – from at least 6:00 a.m. to 9:00 a.m., for playing of sports in working days;
- VIII. comply with Ticket Exemption, Free Entrance, and Half-Price Policies applying only to ticket office tickets.

### 2. GUIDELINES

In addition to the provisions of the CONTRACT and other ANNEXES, the CONCESSIONAIRE shall uphold the following guidelines upon defining TICKET prices:

- I. have physical ticket office premises to be installed at USERS' access points in the CONCESSION AREA, as established in ANNEX III, in addition to providing any digital means it deems suitable for ticket sales in its business model;
- II. disclose the Ticketing Policy in force to the general public using visual communications instruments in physical ticket sale points available within the CONCESSION AREA, as well as in other virtual environments through which it may potentially sell TICKETS;
- III. uphold the boundaries and conditions set forth under the MANAGEMENT PLAN and the MASTER PLAN;

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- IV. fulfill the purposes for using the asset, as established by State Law No. 17.107/2019;
- V. watch over the standard of services provided in the CONCESSION area;
- VI. keep a visitor data management system, providing the GRANTING AUTHORITY with monthly consolidated information on full-price admissions and half-price admissions within up to five working days after the end of the reference month, as well as exemptions, enabling the GRANTING AUTHORITY and the inspection team to carry out real-time checks;
- VII. comply with all potential ways of using the CONCESSION ASSETS;
- VIII. uphold CASH-GENERATING UNITS' usage capacity, as well as CONCESSION ASSETS' life cycles;
- IX. evaluate USER satisfaction;
- X. consider services that offer different types of visitor experiences to USERS, including accessible features for People with Disabilities;
- XI. foster environmental education, leisure, and cultural activities.

### 3. TICKETING POLICY

In light of the significance of the BOTANIC GARDEN and the ZOO for environmental conservation, animals' wellbeing, and environmental education and awareness, as well as for the State of São Paulo and its population, the CONCESSIONAIRE, upon devising its Ticketing Policy – including in the event that it chooses to promote public use of the FARM -, shall align the price freedom regulated under the CONTRACT with the provisions listed in the summary table below:

TICKET EXEMPTIONS	HALF-PRICE ADMISSIONS
Children up to 4 (four) years old.	Children from 4 (four) to 14 (fourteen) years old.
Public school network pre-school, elementary and high school students and their concerning teachers on working days, at least 2 (two) times a week, in the event of field trips, duly registered.	Seniors, students, and teenagers and young adults from 15 (fifteen) to 29 (twenty-nine) years old certifiably from underprivileged backgrounds, pursuant to Federal Law no. 12.933/2013.
People with Disabilities.	Private school network students.
On-duty researchers, in case they are carrying out Active Studies on the grounds.	

In light of the foregoing, the CONCESSIONAIRE shall be required to carry out Ticket Exemption, Free Entrance and Half-Price Policies described above, up to the BOTANIC GARDEN's and the ZOO's full visitor capacities.

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**4. ON THE CONCESSIONAIRE'S REVENUE**

In addition to the TICKET to be charged to USERS throughout the CONCESSION TERM, the CONCESSIONAIRE may compensate itself through the direct or indirect exploitation of other CASH GENERATING UNITS located within the CONCESSION AREA, as well as through other assets and rights related to the BOTANIC GARDEN and the ZOO, including the FARM-related CONCESSION AREA, pursuant to the provisions of the CONTRACT and ANNEXES, while complying with following:

- I. REVENUE resulting from exploitation of these activities is to be deposited by the CONCESSIONAIRE in the CENTRALIZER ACCOUNT, in accordance with the provisions of ANNEX XXIV;
- II. the performance of any activity that generates REVENUE shall not impair the standard of the object rendered under the scope of this CONTRACT;
- III. contracting for purposes of exploiting CASH GENERATING UNITS indirectly shall comply with the POLICY FOR TRANSACTION WITH RELATED PARTIES devised by the CONCESSIONAIRE;
- IV. the collection or exploitation of REVENUE may not contradict the granted asset's end usage purpose;
- V. should any operation carried out by the CONCESSIONAIRE with the aim of reducing REVENUE be verified, the GRANTING AUTHORITY shall employ other ways of appraising the tax base upon which aliquots inherent to the collection of the VARIABLE GRANT and the INSPECTION COSTS shall be levied upon, notwithstanding the application of penalties set forth under the CONTRACT and ANNEX XXXI, as well as making those in charge of committing said acts answer administratively, civilly and criminally;
- VI. the CONCESSIONAIRE shall notify the GRANTING AUTHORITY on contracts signed for purposes of exploiting REVENUE indirectly, stating, if applicable, the suitability of it executing said contract as an intervening party in the deal;
- VII. the CONCESSIONAIRE shall adopt all necessary measures so that, at the end of the CONCESSION TERM, all assets and rights that are object of REVENUE exploitation are delivered free and unfettered to the GRANTING AUTHORITY.

The CONCESSIONAIRE shall take on all risks in case expectations are prevented from coming about, or in regard to any other interurrence or even in case of failure relating to REVENUE exploitation throughout the CONCESSION TERM, although this circumstance may not be brought up before the GRANTING AUTHORITY for purposes of revising the CONCESSION CONTRACT or for its economic-financial recovery.