



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ANNEX IX – TICKETING POLICY



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1. GENERAL PROVISIONS

The Government of the State of São Paulo, as the GRANTING AUTHORITY, has set forth a pricing freedom system as a feature for its Parks and Environmental Assets Concession Program, thereby enabling the CONCESSIONAIRE to foster the PARKS' full potential under its responsibility throughout the CONTRACT TERM.

It is therefore determined that throughout the CONCESSION TERM, and as a way of fostering amortization of any MINIMUM STARTING INVESTMENTS sums and ADDITIONAL INVESTMENTS that may potentially incur effective signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall have the right to freely collect all REVENUE from CONCESSION operations, whereas with regard to charging USERS TICKETS for entry to the *Parque Estadual da Cantareira* (and the *MUSEU FLORESTAL* through its Ticket Office, the pricing freedom system shall be required to:

- I. comply with all CONTRACT provisions;
- II. prohibit TICKET sales for entry to the Parque Estadual Alberto Löfgren (Alberto Löfgren State Park);
- III. uphold service standards set forth under the CONTRACT and ANNEXES;
- IV. fully cater to PARK USERS' needs;
- V. devise membership plans, by means of an annual membership fee specific to residents of the *Parque Estadual da Cantareira's* surrounding areas that are not subject to the specific ticket exemption policy;
- VI. comply with the Exemption, Free Admissions and Half-Price Ticket Policy, applicable strictly only to TICKETS charged at the Ticket Office set forth hereunder, notwithstanding the CONCESSIONAIRE's option to extend benefits or assign them also to all or specific attractions.

2. TICKET-RELATED GUIDELINES

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

- I. have physical ticket office premises set up at USERS' access points at the Parque Estadual da Cantareira – *Núcleo Pedra Grande* unit or at the *Portal Horto-Cantareira* gateway CONCESSION AREA, as provided for under ANNEX III, as well as at the *MUSEU FLORESTAL's* entrance, notwithstanding an additional option to set up a digital ticket purchasing system that it may deem relevant to its business model;
- II. disclose the current TICKETING POLICY by using visual communications signage in physical ticket sale premises available at the CONCESSION AREA as well as in additional online settings where it may potentially sell TICKETS;
- III. comply all restrictions and conditions set forth under the MANAGEMENT PLAN;
- IV. meet the end purposes of the asset, as specified in State Law no. 16.260/2016 and the CONTRACT;
- V. endeavor to uphold standards of services rendered at the CONCESSION AREA;

- VI. keep a visitor data management system in place, providing the GRANTING AUTHORITY with information on full price admissions, half price tickets as well as ticket exemptions within five working days after the end of the reference month, pursuant to the provisions of ANNEX II;
- VII. comply with all possible REVERTIBLE ASSET uses;
- VIII. uphold CASH-GENERATING UNITS' usability, as well as REVERTIBLE ASSETS' useful life cycles;
- IX. evaluate USER satisfaction;
- X. take into account services offering different types of visitor experiences to USERS, while additionally considering accessibility features for People with Disabilities;
- XI. foster environmental education, recreational and cultural educational activities.

3. TICKETING POLICY

Considering the significance of the PARKS for the *Mata Atlântica* Biome and the State of São Paulo and its population, the CONCESSIONAIRE shall, upon devising its TICKETING POLICY for accessing the *PEC* and the *MUSEU FLORESTAL*, attune the pricing freedom system set forth under the CONTRACT to the provisions listed in the summary table below, notwithstanding its duty to ensure any additional benefits potentially enforced by means of the legislation:

<i>Parque Estadual da Cantareira</i>		
TICKET EXEMPTIONS	HALF PRICE	TICKET EXEMPTIONS ACCORDING TO ELIGIBILITY CRITERIA
Children up to 3 years old.	Children from 3 to 14 years old.	Individuals previously registered at the CONCESSIONAIRE's homepage with a proven household income of up to R\$ 2,500.00 (two thousand and five hundred reais), and who live in a radius of up to 2 Km (two kilometers) from each PEC unit's entrance gates.
Students and their public pre-school, elementary school or high school teachers on field trips.	Pursuant to Federal Law no. 12.933/2013, (I) seniors, (II) students, (III) certifiably underprivileged individuals from 15 to 29 years old, and (IV) People with Disabilities, including their escorts, as the case may be.	
Scientific researchers at work.		

MUSEU FLORESTAL	
TICKET EXEMPTIONS	HALF PRICE
Children up to 3 years old.	Children from 3 to 14 years old.
Students and their public pre-school, elementary school or high school teachers on field trips.	Seniors, students and certifiable underprivileged individuals from 15 to 29 years old, according to the terms of Federal Law no. 12.933/2013.
INSTITUTO (INSTITUTE) and MUSEU FLORESTAL (FOREST MUSEUM) researchers or employees undertaking their activities, including interns or supporting staff members.	
Supervised groups for university-level or technical school educational activities fostered by the INSTITUTO, up to designated TICKET numbers that the CONCESSIONAIRE shall be required to provide the INSTITUTO FLORESTAL (FORESTRY INSTITUTE), according to the provisions of ANNEX II.	
USERS, once a month, and on a day to be defined by the CONCESSIONAIRE.	

4. ON DISTANCE AND INCOME-RELATED TICKET EXEMPTIONS

In addition to the terms listed in the summary table above, the CONCESSIONAIRE shall be required, upon devising its TICKETING POLICY, to comply with the following requirements while devising its TICKETING POLICY:

- I. provide the technological means and personnel trained to register individuals who successfully prove to have a household income of up to R\$ 2,500.00 (two thousand and five hundred reais), and who live within a radius of up to 2 Km (two kilometers) from the park's entrance gates, subject to the provisions of ANNEX II;
- II. to provide online forms easily accessible at the CONCESSIONAIRE's homepage for proving said eligibility, which are to be sent along with supporting documents certifying the family's household and domestic incomes;
- III. to provide clear and readily accessible information on the Exemption, Free Admissions and Half Price Ticket Policy, as well as printed forms for assessing eligibility to USERS at Parque Estadual da Cantareira (Cantareira State Park) and Parque Estadual Alberto Löfgren (Alberto Löfgren State Park) Ticket Offices.
- IV. to provide information on the Exemption, Free Admissions and Half Price Ticket Policy to USERS at the CONCESSIONAIRE's homepage as well as in any other online means for TICKET sales, or whose sale has been approved by the CONCESSIONAIRE;
- V. to carry out access controls on USERS eligible for Exemption, Free Admissions and Half-Price Ticket Policy benefits, as addressed hereunder.

5. ON ONCE-A-MONTH TICKET EXEMPTIONS AT THE *MUSEU FLORESTAL*

Upon devising its Ticketing Policy, the CONCESSIONAIRE shall, once a month and at a day of its discretion, offer USERS' ticket exemptions to the MUSEU FLORESTAL, while additionally complying with the following requirements:

- I. providing the calendar to the GRANTING AUTHORITY, disclosing its choice of dates;
- II. providing ticket exemption-related information on its homepage;
- III. upholding the MUSEU FLORESTAL's (FOREST MUSEUM) operational and physical restrictions.

6. ON CONCESSIONAIRE REVENUE

In addition to TICKETS to be charged to USERS throughout the CONCESSION TERM, the CONCESSIONAIRE may compensate itself by directly or indirectly operating other CASH GENERATING UNITS located at the CONCESSION AREA, as well as other assets and rights related to the Parque Estadual da Cantareira and the Parque Estadual Alberto Löfgren, as set forth under the CONTRACT and ANNEXES, and subject to the following:

- I. REVENUE due to operating said activities is to be deposited by the CONCESSIONAIRE into the CENTRALIZER ACCOUNT, in accordance with the provisions of ANNEX X of the AUCTION NOTICE;
- II. the performance of any activities that generate REVENUE shall not impair the quality of services rendered under the CONTRACT;
- III. procurements for purposes of indirectly operating CASH GENERATING UNITS are to comply with the CONCESSIONAIRE-drafted TRANSACTION POLICY WITH RELATED PARTIES, under the terms of the CONTRACT;
- IV. the collection or operation of REVENUE may not oppose the PARKS' end purpose, as provided for under article 4, paragraph 1, item 1, of State Law No. 16.260/2016, and the CONTRACT;
- V. should it be verified that the CONCESSIONAIRE has any operations underway aimed at reducing REVENUE, the GRANTING AUTHORITY shall be able to deploy other means of determining the tax base upon which aliquots related to VARIABLE GRANT and INSPECTION FEE collections shall be levied, notwithstanding the enforcement of penalties set forth under the CONTRACT and ANNEX VII, in addition to administrative, civil and criminal liability of those held responsible;
- VI. the CONCESSIONAIRE shall notify the GRANTING AUTHORITY on any and all contracts entered into for purposes of indirectly operating REVENUE, disclosing, where applicable, the appropriateness of its signature as a voluntary intervener in the agreement;
- VII. the CONCESSIONAIRE shall take all necessary steps so that, upon the end of the CONCESSION TERM, all assets and rights subject to REVENUE operations are handed back to the GRANTING AUTHORITY free and encumbered of liens.

Pursuant to the terms of the CONTRACT, the CONCESSIONAIRE shall take on risks related to any expectation prevented from coming to fruition, any other occurrences, or even due to failure in operating



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REVENUE throughout the CONCESSION TERM, and may not bring up said fact before the GRANTING AUTHORITY for purposes of reviewing the CONTRACT or its economic-financial recovery.