



GENERAL CONTRACTUAL CONDITIONS

Sports Marketing Agency Ltd.

Effective: from 26 May 2023

The present General Terms and Conditions (hereinafter referred to as GCC) define the rights and obligations for the purchase of tickets and other products and services for Events (hereinafter referred to as **Events/Event**) organized by **Sportmarketing Agency Ltd.** (hereinafter referred to as the **Organiser**), **as well as the rights and obligations between the Organiser and the ticket purchasers**, and the general conditions for the participation of visitors in Events, as well as the rights and obligations between the Organiser and the visitors.

The provisions of Parts I and IV of these GCC apply in all cases to the purchase of tickets to the Events and other products and services, to participation in the Events, and to the legal relationship between the Organiser and ticket purchasers and visitors. The conditions for purchasing tickets for the Events or other products or services are set out in Part II of these GCC. Part III of these Terms and Conditions govern the general conditions for the participation of visitors in the Events and the rights and obligations of the legal relationship between the Organiser and the visitors.

If the Ticket Purchaser does not purchase a ticket entitled to attend the Events, but purchases other products or services, Part III of the GCC shall not apply to such products or services, but the contractual terms and conditions of the product or service in question shall apply.

The Organiser informs consumers that the current GCC and the Rules of the Events, which do not form part of these GCC, are available on <https://hd120budapest.hu> and its sub-pages, where they can be viewed and printed and can be found at the ticket offices and information points.

I. INTRODUCTORY PROVISIONS

A. Details of the Organiser

Company name of the Organiser: Sportmarketing Agency Ltd.

The Organiser is at Podmaniczky utca 12, 1065 Budapest, ground floor 3.

The authority registering the Organiser is: the Commercial Court of the Metropolitan Court of Budapest

Company registration number of the Organiser: 01 09 287952

Tax number of the Organiser: 25766147-2-42

B. Definitions

1. **Organiser:** the company defined in point A.
2. **Event:** a set of entertainment and cultural programs and other Services, free of charge or for a fee, organized and hosted by the Promoter.
3. **Event Duration:** the duration of an Event is the period between the start and end of the Event, where the start date is the earliest of the Tickets available for purchase from the Organiser for that Event at the time of the start of the sale. The end date is the earliest of the Tickets available for purchase from the Organiser for that Event at the beginning of the sale.
4. **Product:** goods and rights of pecuniary value which may be purchased from the Organiser, its Intermediaries, or other Contractual Partners in connection with the Events, or vouchers or other similar instruments redeemable for such goods and rights.
5. **Service:** any service made available by the Promoter or its Contractual Partners at or in connection with the Events, whether free of charge or for consideration.

6. **Ticket:** a certificate of presentation in any form (printed or electronic) with a unique identifier, representing the right to a wristband entitling to access to the Events organized by the Organiser.
7. **Non-Visitor Ticket:** Tickets marked other than "admission ticket".
8. **wristband:** a certificate issued by the Organiser at the time of validation of a Ticket, which entitles the holder to the privileges of the Event as set out in the Ticket, and which remains in possession of the Organiser until twenty-four hours after the close of the Event, and which, as recorded in Part III.2, is the sole proof that the holder is entitled to attend the Event, provided that the privileges of some Tickets may be represented by more than one wristband.
9. **Consumer:** according to the Civil Code. 8:1 (1) (3) of paragraph 1 and the Visitor. Unauthorized Participant.
10. **Ticket Purchaser:** a person who purchases a Ticket, Product, or Service from the Promoter.
11. **Visitor:** a natural person who attends an Event as a person entitled to admission.
12. **Unauthorised Participant:** a natural person who participates in an Event without having a valid right of entry, including a person who has redeemed a Ticket unlawfully in their possession for a valid wristband or a third person who participates in an Event with such a wristband.
13. **Intermediary:** a subcontractor or agent of the Organiser who facilitates the Events.
14. **Contractual Partner:** a company or other legal entity that carries out independent activities at the Events or in connection with the Events based on a contractual relationship with the Organiser but does not qualify as a Contributor.
15. **Third Parties:** natural and legal persons other than the Promoter and the Consumer.
16. **Rules of Conduct:** documents not annexed to the GCC, which are available on the Organiser's website and its sub-sites and at the Event Venue, and which include a summary of the rules for each Event, partly containing the provisions of these GCC and partly containing specific mandatory provisions for each Event, established in the light of the circumstances of the Event.

C. Scope of the GCC

1. These GCC apply to the Organiser and to the Consumers or Unauthorised Participants. The terms and conditions of the legal relationship between the Organiser and the Intermediaries and Contractual Partners are set out in separate contracts.

2. These GCC are for an indefinite period.

3. The Consumer acknowledges that the Organiser is entitled to amend these GCCs for good cause unilaterally. Reasonable cause shall be deemed to be a change in a mandatory provision of the law governing the legal relationship between the parties, or if the amendment is justified by the current safe or economic operation of the Events, public safety or public health aspects, improvements or changes in the ticketing processes used by the Organiser, or changes in domestic or international economic conditions, market trends or festival attendance habits. In the event of amendments to the GCC, amendments are indicated in italics and underlined; deletions are noted in strikethrough in relation to the content of the last amended GCC.

The amendments shall enter into force immediately upon publication on the website operated by the Organiser. If the amendment affects the legal relationship under Part III (i.e., not exclusively the purchase process under Part II), the Ticket Purchaser shall be entitled to withdraw from this legal relationship in writing without giving any reason for doing so for fourteen days from that date, provided that they have not yet started attending the relevant Event. The right of withdrawal shall not apply to the Ticket Purchaser if the amendment contains provisions that are more favorable solely to the Visitors or if the Ticket has already been transferred to a third party at the time of publication of the amendment. In the latter case, the right of withdrawal shall be vested in the current holder of the Ticket unless the amendment contains provisions that are more favorable solely to Visitors. Subject to the above, the Organiser draws the attention of the Consumer to the fact that the GCC and the Rules of the Event, which do not form part of these GCC, may be amended after the purchase of the tickets, even immediately before the Events. The Organiser advises the Consumer to monitor any changes to these GCC.

4. By purchasing a Ticket, Product, or Service, by the lawful acquisition of a Ticket by a person other than the Ticketholder, and by acceptance of a wristband by a Visitor if not previously a Ticketholder, the Ticketholder accepts these GCCs as binding upon them. The Ticket Purchaser or, in the case of subsequent transfers, the subsequent transferor shall inform the Visitor of this fact at the time of transfer of the Ticket and shall be liable for any damages resulting from failure to inform the Visitor.

5. A Ticket Holder who has not lawfully obtained a Ticket in his possession, including where the Ticket has been unlawfully obtained by a previous Ticket Holder, by attempting to exchange the Ticket for a wristband, an Unauthorised Participant who holds a Wristband accepts the terms and obligations contained in these T&Cs by accepting the Wristband and an Unauthorised Participant who does not hold a Wristband accepts the terms and obligations contained in these T&Cs by commencing unauthorized participation in the relevant Event. Such persons acknowledge that they have no rights against the Organiser under these T&Cs, subject to the fact that the Organiser does not enter into any obligation or commitment with them.

II. TICKETS, PURCHASE

1. Ticket

Once the Ticket has been exchanged for a wristband, the wristband embodies the rights and obligations of the Ticket. The Organiser sells to the Ticket Purchaser the Ticket entitling the Ticket Purchaser to participate in the Event, which legal relationship is fulfilled upon payment of the Ticket consideration and delivery by the Organiser. After that, the Ticket Purchaser, if the Ticket remains in his possession, or the respective Ticket Holder who acquired the Ticket through a chain of legal contracts, shall be entitled to have the Ticket exchanged by the Organiser for the corresponding wristband(s) in accordance with Section III.2.

2. Buying process

2.1. Buying by electronic means

The online purchase methods are carried out by the Organiser through its own online sales platform or a specialized Contracted Partner via a secure online payment platform provided by a financial institution. No reservations can be made through these systems, but the Organiser may make exceptions in certain circumstances. After providing the required data, accepting these GCC or the contractual conditions for any additional Products or Services, and after a successful banking transaction, the Promoter or its Contractual Partner will send a link by email to the email address provided by the Ticket Purchaser, which the Ticket Purchaser can click on to download the Ticket(s) and/or other Product or Service certificates to which they are entitled. If, for technical reasons, the Ticket(s) or certificates have not been received by the Ticket Purchaser, the Promoter will resend them to the email address provided free of charge upon the Ticket Purchaser's indication to this effect.

Given that the purchase is considered closed upon the sending of the email by the Organiser after the purchase, and the Ticket and the certificates for other Products and Services are considered received, it is the sole responsibility of the Ticket Purchaser to notify the Organiser without delay if the Ticket or certification is not received.

Each Ticket, Product, and Service purchased is accompanied by a separate certificate (voucher and/or other electronic means of unique identification [e.g., QR code]). Therefore the Ticket Purchaser will find one or more links per purchase on the download interface, depending on the number of Tickets, Products, and Services purchased. Each link will lead to a different certificate (voucher and/or other unique electronic identification solution), and all certifications must therefore be presented in case of multiple Ticket, Product, or Service purchases. The Organiser will issue one wristband or, depending on the nature of the Ticket, Product, or Service, a related (e.g., VIP) wristband or Ticket against one certificate (voucher and/or other electronic means of unique identification) at the Event Venue unless a wristband is not required to use a particular Product or Service.

It is the Visitor's responsibility to retain the certificate (voucher or other electronic means of unique identification) and to present it in the appropriate form upon entry to the Events, as informed at the time of purchase.

The Organiser expressly draws your attention to the fact that Tickets (vouchers or other electronic solutions suitable for unique identification) are for presentation purposes and are not registered, i.e., the registration of Tickets, Products, and Services or the assignment of a specific person to a given Ticket,

Product or Service is not possible, but only upon entry to the Events, in accordance with the provisions of Part III.2. In order to comply with accounting legislation and to ensure the security of the transactions, the Organiser will retain the data of the Ticket Purchaser as set out in the Privacy Policy, even though the Tickets, Products, and Services are not named, and these data will be linked in the Organiser's database to the Tickets, Products, and Services purchased and may be transferred to the Intermediary or Contractual Partner providing the relevant Product or Service, as set out in the Privacy Policy and its Annex.

The wristband will be issued by the Organiser at the Event venue to the first person to present the code on the certificate (voucher or other electronic means of unique identification). In the event of possible misuse of the certificate (e.g., previous unauthorized access with the code), the Organiser will not issue a wristband or a new Ticket. Therefore, the Ticket Purchaser or the Ticket Holder is solely responsible and liable for the careful safekeeping of the certificate (voucher or other electronic solution for unique identification) in such a way that it cannot be accessed by unauthorized persons. The Promoter accepts no responsibility for any misuse.

The Organiser or its Intermediary will provide detailed information on the detailed terms and conditions for online shopping on the online shopping platforms and contact details, in particular on the following topics: online contracting, payment and delivery methods, billing, and data management.

The Promoter reserves the right to charge an administration fee per item for the online service.

2.2. Buying in person

The Ticket Purchaser can collect the Ticket(s) and the certificates for Products and Services at the points of sale operated by the Organiser or its Contractual Partner during opening hours against cash, credit card, discount card, or discount voucher of the type specified by the Organiser or bank transfer, upon simultaneous payment.

2.3. Transfer of Ticket, Products, and Services

The Ticket and other Goods and Services sold by the Promoter are freely transferable, while Goods and Services offered by its Contractors or other Contracted Partners other than the Promoter may be transferable at the discretion of the person providing them. In the event of a transfer, the transferor must ensure that the person acquiring the Ticket, Product, or Service accepts the Organiser's Terms and Conditions and other contractual terms and conditions and is liable for any damages arising from failure to provide such information. The person acquiring the Ticket, Product, or Service is aware that the transferor, and in the case of more than one transfer, the previous transferors, have access to the proof (voucher and/or other electronic means of unique identification) required to convert the Ticket into a wristband or to use the Product or Service, as the case may be. It is the responsibility of the acquirer to ensure that the transferor can no longer use this proof. The terms and conditions of the transfer transaction shall be negotiated between the transferor and the transferee, and therefore, the legal relationship between them, including liability for any misuse of the Ticket, Product, and Service, shall be governed solely by their agreement. Not being a party to this legal relationship, the Organiser expressly excludes any liability in connection with the transfer of Tickets, Products, and Services, including liability for any misuse (for example, for previous unauthorized access with the code on the Ticket, Product or Service) and points out that in the event of misuse, the Organiser will not issue a wristband or a new Ticket or Service certificate to the person who obtained the Ticket, Product or Service.

3. Replacement, exchange, and redemption of tickets and certificates

The purchase process can be interrupted at any time before the payment is made without any consequences. Thereafter, the Ticket Purchaser shall not be entitled to withdraw from the use of the ticket sales service pursuant to Section 29 (1) (I) of Paragraph 1 of Government Decree 45/2014 (26.II.). The Organiser excludes the exchange, replacement, redemption, or refund of the purchase value of Tickets and other Products and Services, except for certain special cases that may be determined by the Organiser, as well as the exchange of Tickets for VIP Tickets with the appropriate simultaneous payment of a surcharge.

4. Warranty, liability issues

4.1 The Consumer acknowledges that Products and Services may be purchased in connection with the Events not provided to them by the Organiser or its Intermediaries but by other Contractual Partners. In such cases, the contract shall be concluded directly between the Consumer and the Contractual Partner, and the rights and obligations arising from the legal relationship shall be directly vested in and binding

upon them. The Consumer expressly acknowledges that they may not claim against the Organiser in connection with such Products and Services or the legal relationship relating to them. The Organiser also generally declares that it does not accept any liability concerning the Products and Services provided by the Contractual Partners. The Visitor may use the Services and Products provided by the Contractual Partners solely at their own risk. The Promoter accepts no liability for any damage caused or suffered in connection with using the Services and Products provided by the Contractual Partners.

4.2 The Consumer declares that the data he/she has provided will be provided truthfully in the context of the purchase and at all other times when required in the course of using the Services. The Organiser excludes any liability for damages resulting from the provision of incorrect or non-functional data, email address, or delivery address. Still, it may claim compensation for any damages incurred in this connection. The Organiser shall process the data provided by the Consumer in accordance with the applicable EU and Hungarian data protection legislation and the Privacy Policy available on the website of the relevant Event."

4.3 The Consumer acknowledges that the Organizer is not liable for any damage or misuse of the payment method, including the loss of the credit card, which the Consumer has not reported to the issuing financial institution. In particular, the Organiser shall not be liable for any errors, defects, or security of the payment solution. In the case of a bank transfer, the Organiser excludes any liability for the duration of the transfer (with particular reference to bank holidays) and for any damage resulting from the incorrect entry of the payer's identification number or the amount to be transferred.

4.4. The Civil Code shall govern the enforcement of claims arising from the legal relationship between the Organiser and the Consumer under these GTC. 6:22 (3) of the Civil Code, a limitation period of 6 months shall apply.

III. PARTICIPATION IN EVENTS

1. Nature of the legal relationship

The Organiser shall provide the Visitor with the opportunity to participate in the Event in accordance with the terms and conditions set out in this Part III of the GCC. No refund will be made if the Ticket Purchaser or, if different, the person lawfully in possession of the Ticket or wristband does not wish to or is unable to attend the Event for any reason or if the Visitor ceases to participate before the time permitted by the wristband. An Unauthorized Participant is not eligible to participate in the Events. A given Event is, as set out in Part I, Section B/2, a combination of programs and Services provided by the Organiser, the content and quantity of the specific programs and Services available at the Events being determined by the Organiser as the organizer and director. Given the fact that the programs and Services are provided by the Organiser in cooperation with a large number of Contributors, subject to the performance of these Contributors, their availability, content, quality, and quantity (such as the performance of particular performer(s), the quality, content, and amount of the performances of the Performers (e.g., the capacity of the event, the performance of the Performers, the quality of the performance of the Event or the possibility to participate in a given program and/or venue) cannot be guaranteed by the Organiser to the Visitor, but will be subject to the limitations of the venue and the facilities available (e.g., the capacity of certain enclosed venues). Nevertheless, the Organiser will always endeavor to provide the programs and Services previously communicated or, in the event of unavailability, to replace the previously communicated canceled program or Service with another program or Service.

2. Wristband

A Ticket entitles the holder to a wristband only if the Ticket has been lawfully acquired by the holder of the Ticket or, in the case of more than one transfer, by all previous holders. The Organiser expressly reserves the right to require the Ticket Holder to obtain the Ticket from the Ticket Holder if it is suspected during the admission process that the Ticket has not been accepted by the Ticket Holder through lawful means (in particular, but not limited to, in the case of suspected credit card fraud) or, in the case of more than one transfer, by any previous Ticket Holder, or purchase of the Ticket, to assess the adequacy of such documents and/or certificates at its sole discretion and, in the absence of such documents or certificates, to cancel the Ticket without refund and refuse entry to the Events. Damage to or loss of the wristband is the sole responsibility of the Visitor, and in the event of such an occurrence, the Visitor will forfeit the rights to the intact wristband and will be required to leave the Events. Damaged wristbands - taped over, cut, with a broken patent, larger than the diameter of the wrist, tampered with in any other way, damaged, etc. - are invalid. Damaged or lost wristbands will not be replaced or exchanged by the Organiser. The Organiser also reserves the right to check the eligibility of persons on the premises for

wristbands at all times. The persons checked must cooperate with the Organiser and provide the appropriate information.

3. Access

3.1 Only authorized persons are entitled to enter the Events in the designated places and during the designated time.

3.2 Upon entry, the Visitor and Unauthorised Participant shall submit to the legal entry process applicable to the relevant Event. The Organiser has the right to record the image of the Visitor and the Unauthorised Participant during the admission process and to retain and process the recording in order to prevent misuse of the admission and to identify the persons responsible, in accordance with the applicable EU and Hungarian data protection legislation and the Data Protection Policy available on the Events' website, and to hand it over to the authorities upon request.

3.3 In order to ensure the safe conduct of the Events, the Organiser reserves the right to restrict the objects and equipment that may be brought into the Event area in the Event Rules or during the entry process on site. Food, beverages, and tobacco products may be brought into the Event area only to the extent permitted by law or the Event Rules. The Organiser draws the Visitor's attention to the need to check the House Rules.

3.4 Children under 12 (twelfth) may attend the Events free of charge. Children under 14 (fourteenth) years of age may enter the Events only with an adult and capable of legal capacity and may stay only with an adult and capable of legal capacity. The Organiser may require children under the age of 14 (fourteen) to wear a children's wristband. The chaperone is responsible for the children accompanied and supervised by him/her and for ensuring that they are at all times in a condition to enable him/her to carry out his/her duties responsibly.

3.5 Only assistance dogs, guide dogs, and police dogs, as defined by law, may be brought into the Event area. No other domestic animals or pets may be brought into the Event area. The Organiser reminds the Visitor to check the Rules of the House.

4. Rules of Conduct in the Event Area

4.1 Visitors are obliged to behave in accordance with the general norms of the Events, the applicable legal provisions, the GCC, and the Rules of the House. Visitors must refrain from any manifestation, communication, or action that may endanger or harm the personal rights of others or their own life, health, or physical integrity. The Organiser also draws attention to the fact that the Events are mass events, which can operate at maximum capacity (full house), so - apart from the fact that the Organiser complies with all technical, safety, and official regulations - everyone may visit the Events only in consideration of their own psychological and health condition and at their own risk. The Organiser expressly excludes its liability if the Visitors do not observe or take into account the foregoing, violate the rules of conduct towards each other, cause damage to each other or commit a crime towards each other. The Visitor is under a special obligation to protect buildings, structures, parks, and other facilities, vegetation, and other natural values on the Events premises and to refrain from damaging them. The Visitor is not entitled to enter the closed areas accessible from the Event area.

4.2 The Visitor acknowledges that the Events may be audio and video recorded by the Organiser, as well as by Contractual Partners, Contributors, press staff, other Visitors, and other third parties authorized by the Organiser. Accordingly, by participating in the Events, the Visitor expressly consents to the recording and communicating his/her face, appearance, and expressions on the understanding that they may be named only with their express consent. If the Visitor is a public figure, he may be named without consent. The author of the aforementioned representations shall have an unrestricted, transferable, and exclusive right of use, in space, time, and manner of use, in respect of the Visitor. The Organiser and the persons authorized by the Organiser shall be entitled to exploit, use (in particular for the promotion of the Events), reproduce, publish, adapt, publish, transmit to the public, and distribute the visualization in relation to the Visitor without any limitation and without any obligation to provide the Visitor with any form of compensation. The Visitor also specifically acknowledges that the Organiser may record the Events and the concerts and programs, reproduce and distribute the recorded footage on video media, broadcast or otherwise transmit to the public, rebroadcast or otherwise transmit to the public, including where the Events or concerts or programs are made available to the public by wire or any other means or media (such as YouTube) in such a way that members of the public can choose individually where and when they wish to access them. The Visitor shall have no right to make any claim or demand against the Promoter in connection with the foregoing display. The Visitor has the right to

make audio and video recordings at the Events, provided that they may only do so with a video and audio recorder integrated into a telecommunications device (e.g., mobile phone, tablet) used for personal purposes or with non-professional photo/video equipment, and may not sell or use the audio and video recordings they have made for consideration or commercial purposes without consideration, nor may they name the Visitors included in the recordings without their consent or infringe their rights. The Organiser expressly excludes its liability in case of any breach of the foregoing by other Visitors.

4.3 No economic, commercial, or advertising activity of any kind is permitted in the Event area, including the area in front of the entrance to the Events, without the prior written permission of the Organiser.

4.4. No person under the age of eighteen or intoxicated persons shall be served alcoholic beverages in any commercial or catering establishment on the premises of the Events. The consumption of substances considered drugs under the legislation in force is also prohibited on the premises of the Events and is punishable by law. The Organiser reserves the right to introduce a system at an Event whereby alcohol may be sold to the Visitor only after the Visitor has presented a certificate (e.g., wristband) entitling him to do so, either in advance or after initial identification.

4.5 Given that the purpose of the Events is to ensure cultural and uninterrupted entertainment for the Visitors, any demonstration at the Events not related to the events organized by the Organiser, regardless of the number of participants, is prohibited.

5. Lost property

The rules on lost property are set out in the Rules of Procedure for Events. The Organiser reminds the Visitor to check the Rules of Procedure.

6. Security

The Organiser's duly qualified and licensed employees or Contributors shall ensure that the rules of conduct and safety are enforced in the Event area. By participating in the Events, the Visitor expressly undertakes to cooperate to the fullest extent permitted by law with these Intermediaries and to follow their instructions in the event of an emergency or if other important circumstances (such as public health reasons) so warrant.

7. Provision of Services and Sale of Products

Both free and paid Services and Products may be used at the Events. The visitor agrees to pay for all paid Services and Products used and is responsible for the timely payment of all purchase prices and fees. The Visitor may pay for Paid Products and Services in accordance with the payment arrangements offered by the Promoter, its Intermediaries, or its Contractual Partners.

8. House Rules

The Rules of the Events are not annexed to these GCC. The House Rules summarise the main information (name, venue, duration, opening hours, etc.) and the main rules of conduct to be followed at the Events, some of which are also set out in the GCC. The Organiser draws attention to the fact that the Rules may be amended without prior notice, even immediately before the Events, and therefore recommends that they be followed. The current Rules of Conduct are available on the Organiser's website and its sub-pages, as well as at the Event Venue.

9. Warranty and liability issues

9.1 The Organiser warrants that the Visitor will be able to enter the Event with a validly possessed wristband, provided that, in view of the high attendance, the Organiser does not guarantee the length of the admission process (i.e., the time required to exchange the Ticket for a wristband and to enter the Event with the wristband). As the Events are known to consist of a set of events, the foregoing warranty does not, by definition, extend to the individual events, i.e., whether or not, in view of the high attendance, each event can be entered or how long it takes to enter, or the quality of the experience that can be enjoyed, and the Organiser expressly excludes the possibility of refunding, granting a subsequent discount, indemnity, compensation or any other compensation to the Visitor for these reasons. The Organiser shall be entitled to unilaterally change the date of any event within the Events (and the Organiser expressly reserves the right to change the program), provided that the date of the event shall not necessarily be changed in the event of bad weather conditions. Since no contractual relationship is created between the Organiser and the Unauthorised Participant, the Organiser expressly

excludes any liability to the Unauthorised Participant for a breach of contract and any claims that a Consumer might otherwise have against it.

9.2 The Promoter reserves the right to modify, alter or improve the Events, the Services, and the Products provided therein as it deems necessary and at its sole discretion. The Visitor shall not be entitled to make any claim or demand against the Promoter in connection with such modifications, alterations, or improvements.

9.3 In the event of the legal termination of the Organiser with immediate effect, as set out in clause IV.1.1 of these GCC, the Visitor shall not be entitled to make any claim or demand against the Organiser.

9.4 Visitors may visit the Events only at their own risk. The Organiser shall be liable only for intentional breach of contract for which it is responsible and for any damage to human life, bodily injury, or health caused by it and shall exclude its liability for any other damage, including damage to human life, bodily injury, health or property, in addition to the rights expressly granted to the Consumer by law.

9.5 Once the Ticket has been accepted by the Ticket Purchaser or the wristband by the Visitor, the Promoter shall not be held liable for any damage, destruction, or loss of the Ticket or wristband. The Visitor shall not be entitled to make any claim or demand against the Promoter by reason of the procedures followed in connection with a damaged or lost wristband.

9.6 The Visitor and the Unauthorised Participant are fully liable under both civil and criminal law for any damage caused by him or a minor accompanying him in the course of or connection with the Events, both to the Organiser, the Contributors and Contractual Partners, other Visitors and Third Parties.

9.7 The Promoter excludes all liability for any damage caused to any Visitor, Unauthorised Participant, or Third Party by the unlawful acts or omissions of any Visitor, Unauthorised Participant, or Third Party of the Promoter.

9.8 The Organiser shall not be liable for any damage that may occur outside the Events during the journey to and from the Events. It shall not be held liable for such damage, as the Organiser shall only be liable for damage occurring at the Event venue, subject to the conditions set out in these GCC.

IV. GENERAL AND FINAL PROVISIONS

1. Sanctions

1.1 The Organiser shall be entitled to terminate the legal relationship in respect of a particular Event or all Events in respect of which the Consumer holds a Ticket or wristband with immediate effect if the Consumer breaches any provision of these Terms and Conditions in relation to their legal relationship concerning any Event. In such a case, the Organiser may cancel the Consumer's Ticket or remove the Consumer's wristband, and the Consumer will be required to leave the Event. An Unauthorised Participant may not be present at the Event and must leave the Event immediately upon notice from the Promoter.

1.2 The Organiser may, in addition to or instead of immediate termination, apply a partial (for the relevant Event or other Events organized by the Organiser) or total (for all Events organized by the Organiser) ban for a specified period (until the end of the Events or for a more extended, fixed period) to the Consumer concerned and the Unauthorised Participant. After the expiry of the ban, the Organiser may impose specific conditions on the right to attend Events. If the Consumer attends an Event during the period of the prohibition or after the expiry of the ban, if the Consumer breaches the specific conditions imposed by the Organiser, he shall leave the Event immediately upon request by the Organiser.

1.3 The Organiser will report any counterfeiters, collaborators in counterfeiting, or other offenders.

2. Trademarks and copyright

2.1 The trademarks, logos, and other information and materials appearing on the Organiser's websites, online and offline media, and at the Events are the exclusive property of the Organiser, its Affiliates, and its Contractual Partners. Such marks may not be used, copied, distributed, or published by Visitors or third parties for any commercial gain without the express prior written consent of the Promoter, its Promoters, or its Contractual Partners.

2.2 The trademarks, logos, and other information and materials are protected by industrial property rights and copyright, the rights to which belong to the Organiser, its Intermediaries, and its Contractual Partners.

2.3 The Organiser shall have the right to unrestricted and exclusive use of any comments, remarks, suggestions, and ideas communicated by the Consumer to the Organiser, its Contributors, and its Contractual Partners in connection with the Event. The Organiser shall become the exclusive owner of all such rights in the Comments and shall not be restricted in any way in their use. The Promoter shall be entitled to exploit, use, reproduce, publish, adapt, publish, transmit, and distribute the Consumer's Comments without restriction or compensation.

3. Vis Maior

In the event of war, riot, terrorist act or threat thereof, strike or movement not constituting a strike, embargo on imports or exports, accident, fire, blockade, flood, earthquake, natural disaster, severe storm, severe disruption of energy supply, severe disruption/obstruction of transport, epidemic, official, military or law enforcement order, order or act, or any other unforeseen and unavoidable impediment beyond the control of the Organiser, the Organiser shall not be liable to the Consumer for any loss or damage arising as a result of such events. This force majeure provision shall apply mutatis mutandis to the Events as a whole and to any program or Service of the Events.

4. Non-service

If the Events or parts of the Events are canceled, either for reasons beyond the Organiser's control or for reasons falling within the Organiser's control, the Organiser will refund to the Ticket Purchaser the total amount (or the proportionate amount of the part not paid) of the price of the service(s) not provided, subject to the conditions set out in the following paragraphs. However, no damages or costs other than the reimbursement may be claimed against the Organiser for the non-performance of the service(s).

Refunds will be made only upon request by the Ticket Purchaser.

The Organiser will specify and publish the form and details of the request for a refund at the time of non-service. The Ticket Purchaser requesting a refund must provide proof of the legal basis for the refund (e.g., the payer of the consideration).

The refund may be made based on the original agreement after the last day of the service, within 45 (forty-five) days from the date on which all the information necessary for the refund is provided to the Service Provider by the Ticket Purchaser. Otherwise, the refund period shall not run until all the information is available to the Service Provider.

The Service Provider shall be entitled to deduct 3% + VAT, i.e., three percent plus VAT, from the amount to be refunded as a handling fee. In addition to the above, the Ticket Purchaser may not make any further claims, in particular claims for damages, against the Service Provider in the event of failure to provide the service as described above. The Service Provider's liability for damages in the cases referred to in this clause is excluded in full, within the limits of the law.

5. Dispute settlement

5.1 The Consumer may apply to the conciliation body competent in their place of residence or domicile for the out-of-court settlement of a consumer dispute relating to the conclusion or performance of a contract between the Consumer and the Organiser. In the absence of the Consumer's domicile or place of residence in Hungary, the Consumer may initiate proceedings before the conciliation body competent for the place of the Organiser's registered office at the following contact details. 99., I. floor. 111; postal address: 1253 Budapest, PO Box 10; e-mail address: bekelteto.testulet@bkik.hu; telephone number: +36 (1) 4882131).

6. Final provisions

6.1. The Organiser is entitled to use subcontractors, Intermediaries.

6.2 The Organiser is a business company registered and domiciled in Hungary, and these GCC shall be governed by and construed in accordance with the rules of Hungarian law, without regard to any conflict of laws.

6.3 For any dispute relating to these GCC or the Event, as well as to the Services and Products provided by the Organiser, the Organiser and the Consumer agree to submit to the exclusive jurisdiction of the Central District Court of Pest or the Metropolitan Court of Budapest, depending on their authority.

6.4 These GCC are in Hungarian, with an English translation also available. If there is any discrepancy between the Hungarian and English versions, the Hungarian version shall prevail.