

# GENERAL TERMS AND CONDITIONS

*Effective: from 3 November 2014*

These General Terms and Conditions (hereinafter **GTC**) govern the general conditions of the attendance of ticket purchasers and visitors at any festivals (hereinafter each referred to as **Event**, collectively referred to as **Events**) organised and staged by **SZIGET Cultural Management Limited** (hereinafter **Sziget**), as well as the rights and obligations arising from the legal relationship between Sziget and the ticket purchasers and visitors (hereinafter collectively referred to as **Contracting Parties**).

The provisions of this GTC are applicable in all cases to attendance at the Events, and the legal relationship between Sziget and the ticket purchasers and visitors.

Sziget informs the Visitor that the GTC as amended from time to time and the Visitor Policies of each Event not constituting part of this GTC, as well as the price list also not constituting part of this GTC and containing the description and price of the tickets and passes sold by Sziget and the privacy policy are available and may be printed from the <http://sziget.hu> website and its sub-pages, and are also available at the registered office of Sziget (Hungary, H-1033 Budapest, Hajógyári sziget, hrsz. 23796/58), at cash desks and information points.

## I DETAILS OF SZIGET

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| 1. Full company name of Sziget:           | SZIGET Cultural Management Limited                         |
| 2. Registered office of Sziget:           | H-1033 Budapest, Hajógyári-sziget, Hrsz. 23796/58, Hungary |
| 3. Registration authority for Sziget:     | Budapest Metropolitan Court as Court of Registration       |
| 4. Company registration number of Sziget: | 01-09-263756   |
| 5. Tax ID of Sziget:                      | 10837410-2-41  |

## II DEFINITIONS

- 1. Sziget:** the company defined in section I.
- 2. Event/Events:** any festival/festivals organised and staged by Sziget, that is the totality of performing art – music, entertainment and cultural – programmes and other free or for-payment Services provided by Sziget in a given period in a certain area.
- 3. Term of the Event:** the term of any given Event shall correspond to the time period between the commencement and the closing of the Event. Commencement of an Event shall correspond to the beginning of validity of the Ticket that authorizes, out of all Tickets specified in the Price List for this Event at the start of ticket sales, for the earliest entry for the given Event. Closing of an Event shall correspond to the end of validity of the Ticket that authorizes, out of all Tickets specified in the Price List for this Event at the start of ticket sales, for the longest stay at the given Event. Sziget reserves the right to organize programmes

or provide Services on an additional day, that is before or after the Term of the Event, as specified hereinbefore. Such additional days shall not be considered as an integral part of the Event, and may be visited only with a supplementary ticket.

**4. Product:** items and rights of pecuniary value which may be purchased from Sziget, its Associates or other Contracted Partners in the framework of the Events, as well as any vouchers or other similar means which may be exchanged for them.

**5. Service:** any service which is made available by Sziget or its Contracted Partners at the Events either free of charge or for consideration.

**6. Ticket:** a certificate issued in any (printed or electronic) form, verifying a claim for a wristband at the Event organised by Sziget. Tickets are anonym and have a unique identifier.

**7. Non-visitor Ticket:** all types of Tickets not explicitly identified as “visitor ticket”.

**8. Wristband:** a certificate applied by Sziget when validating a Ticket which provides entitlements identical to those included in the Ticket (day ticket, pass or minute-based ticket) and – provided that it is secured according to section VI/1 – exclusively certifies that its bearer is entitled to visit the respective Event. Entitlements included in certain Tickets may be provided by more than one wristbands. Wristbands remain in the property of Sziget until twenty-four hours after the closing of the Event.

**9. Consumer:** the Ticket Purchaser and the Visitor, according to article 8:1 paragraph (1) 3 of the Hungarian Civil Code. An Unauthorised Participant shall not be considered as a Consumer.

**10. Ticket Purchaser:** the person purchasing the ticket from Sziget.

**11. Visitor:** a natural person entitled to enter and participate in a specific Event.

**12. Unauthorised Participant:** a natural person attending a respective Event without having a valid title for entry, including that person who exchanges for a wristband a Ticket that he/she acquired unlawfully.

**13. Associate:** a subcontractor or agent of Sziget who facilitates the organisation of the Event.

**14. Contracted Partner:** an enterprise or other legal person performing independent activity at a respective Event based on a contractual relationship with Sziget, and not qualifying as an Associate.

**15. Third Parties:** natural and legal persons other than Sziget and the Consumer.

**16. Visitor Policy:** documents applicable to the respective Events, partly providing a short summary of the provisions contained in this GTC, partly containing special mandatory provisions for each Event set forth with respect to the circumstances of the respective Event, including entry and conduct rules; they do not constitute an annex of the GTC and are available on the website of Sziget and the sub-pages thereof, as well as on-site at the Events.

**17. Price List:** a document not constituting part of the GTC, containing the description, price and associated administration costs of tickets and passes sold by Sziget, as well as the various discount periods for ticket sales.

**18. Payment Policy:** a document not constituting part of the GTC, governing the rights and obligations in respect of the use of cash-free payment methods issued based on a case by case decision by Sziget for certain Events.

### III SCOPE OF THE GTC

1. The personal scope of this GTC covers Sziget, as well as the Consumers and Unauthorised Participants. The conditions of the legal relationship between Sziget and the Associates and Contracted Partners are contained in separate contracts.

2. This GTC is for an unlimited period. By this GTC becoming effective, Sziget's GTC of 25 March 2014 shall become null and void.

3. The Consumer agrees that Sziget is entitled to modify this GTC unilaterally for well-founded reasons. A well-founded reason is a change in a mandatory provision of any legal regulations relating to the legal relationship between the parties, or if the modification is supported by the requirement to conduct the Event in a safe and profitable manner at all times, by public safety or public health aspects, a development or change of ticket sales processes applied by Sziget, or domestic or international economic conditions, market processes or by a change in festival visiting habits. If the GTC is modified, the modifications are marked in italics and underlined type face and deletions are marked with strikethrough for comparison with the contents of the consolidated version of the most recent GTC. The modifications take effect immediately upon publication on the website operated by Sziget and, if the modification affects the legal relationship under section IV/2. (i.e. not exclusively the ticket purchase process under section V.), the Consumer, for fourteen days from this date, is entitled to terminate this legal relationship in writing without giving reasons, provided that he has not begun visiting the Event. The Consumer does not have a termination right if the modification contains only provisions more favourable to Consumers. With respect to this, Sziget notes for the Consumer that the GTC – as well as the Visitor Policy of each Event and the Payment Policy which do not constitute part of this GTC – may be modified after ticket purchase, even immediately before the Event. Sziget recommends that the Consumer should monitor the modifications of this GTC.

4. The Ticket Purchaser agrees by purchasing the Ticket, the ticket holder other than the Ticket Purchaser agrees by receiving the Ticket and the Visitor – if he/she has not already been a ticket holder – agrees by receiving the wristband to be bound by this GTC. The Ticket Purchaser – and if further transfers occur, the further transferor – shall be required to inform the Visitor about this upon transferring the Ticket, and shall be responsible for any damage arising from omission of information. The Unauthorised Participant who has a wristband agrees by receiving the wristband, the Unauthorised Participant who does not have a wristband agrees by commencing unauthorised participation at the Event to be bound by the provisions and obligations set forth by this GTC, and he/she acknowledges the fact that pursuant to this GTC he/she shall have no rights toward Sziget, with respect to the circumstance that Sziget does not enter into a contract with the Unauthorised Participant and does not make any undertakings toward him/her.

## **IV THE NATURE OF THE LEGAL RELATIONSHIP**

1. The Ticket authorising participation at the respective Event is sold by Sziget to the Ticket Purchaser, which legal relationship is completed by paying the consideration for the Ticket and the transfer of the Ticket by Sziget. Following this the Ticket Purchaser – if he/she remains in the possession of the Ticket – or the actual ticket holder shall be entitled to receive the wristband(s) from Sziget.
2. Sziget provides the Visitor with the opportunity to participate in a given Event. The Unauthorised Participant shall not be entitled to participate in the Event.
3. A given Event – in accordance with the provisions of section II/2 – is constituted by the totality of the programmes and the Services provided by Sziget, and the contents and quantity of programmes and Services available at the Events is developed by Sziget as organiser and stage-manager in accordance with the practice of previous years. Considering that Sziget provides the programmes and Services in cooperation with numerous Associates and depending on the performance of such Associates, Sziget shall not guarantee for the Visitor the availability, content, quality and quantity thereof (such as the performance of a certain artist, that the performance of a certain artist shall be according to the Visitor's expectations, or the opportunity to participate in a specific programme and/or at a specific venue), which however takes shape depending on the special characteristics of the venue and the equipments therein (like the holding capacity of a given venue). Nevertheless, at all times Sziget uses all efforts to provide the programmes and Services communicated beforehand, and if provision becomes impossible, to substitute another programme or Service for the cancelled programme or Service communicated beforehand.

## **V TICKETS, TICKET PURCHASE**

### **1. Ticket**

After the exchange of the Ticket for a wristband, the wristband incorporates the rights and obligations provided by the Ticket.

### **2. Ticket purchase**

#### **2.1 Ticket purchase via electronic means**

The online ticket purchase methods are provided by Sziget through its own online sales interface, or involving a specialised Contracted Partner through a secure online payment interface provided by a financial institution. In these systems reservation is not possible. After providing the necessary data, accepting this GTC and a successful bank transaction, a link is sent by Sziget or its Contracted Partner in an email to the email address provided by the Ticket Purchaser, and the Ticket Purchaser may download his/her Ticket(s) by clicking on this link. If the Ticket Purchaser does not receive the Ticket(s) due to a technical problem, Sziget, if notified by the Ticket Purchaser, shall send them again, free of any charge, to the given email address. Considering that the ticket purchase is considered as completed and the Ticket

is considered as delivered to the Ticket Purchaser when Sziget sends this email, it is the Ticket Purchaser's sole responsibility to notify Sziget in case he/she does not receive his/her Ticket.

A separate certificate (voucher and/or other individually identifiable electronic solution [for example QR code]) is assigned to each Ticket purchased and so the Ticket Purchaser shall find one or more links per purchase on the download interface, depending on the number of Tickets purchased. Each link leads to a different certificate (voucher and/or other individually identifiable electronic solution); therefore, if more than one Ticket is ordered, all certificates must be presented. For each certificate (voucher or other individually identifiable electronic solution) Sziget would only hand over one wristband (and, depending on the type of the Ticket, a supplementary [for example, a VIP-] wristband).

The Ticket Purchaser is responsible for retaining the certificate (voucher and/or other individually identifiable electronic solution) and for presenting it when entering to the Event in a form communicated by Sziget in the course of the ticket purchase.

Sziget hereby draws attention to the fact that the Tickets (vouchers and other individually identifiable electronic solutions) are anonym, therefore the Tickets cannot be registered or connected to a specific person. Despite the foregoing, for transaction security reasons and to facilitate those written in the privacy policy, Sziget preserves the data of the Ticket Purchaser which shall be linked in Sziget's database to the Tickets purchased.

Contrary to those written hereinbefore, Non-visitor Tickets are, pursuant to the contracts under which they are issued, connected to specific Visitors.

Wristbands are handed over by Sziget to the first person at the respective Event on the spot who presents the barcode given in the certificate (in the voucher or in the other individually identifiable electronic solution). In case of a misuse of the certificate (for instance an earlier, unauthorised entry with the barcode) Sziget shall not issue a new wristband or new Ticket. Considering this it shall be the Ticket Purchaser's or the subsequent ticket holder's sole obligation and responsibility to safeguard the certificate (voucher or other individually identifiable electronic solution) diligently, in a way to avoid access for unauthorised persons. Sziget excludes its liability for all and any misuse.

Further information about the detailed conditions applicable to online ticket purchase is provided by Sziget or its Associate on the online ticket purchase interfaces, especially in respect of the following topics: concluding a contract online, payment and performance methods, invoicing and data handling.

Sziget reserves the right to charge an administration fee per item for the online service, the amount of which is set out in the price list as amended from time to time.

## 2.2 Ticket purchase in person

The Ticket Purchaser may receive the Ticket(s) at the sales points operated by Sziget or its Contracted Partner in office hours, in exchange for cash, discount card or discount voucher type as defined by Sziget or by bank transfer, upon simultaneous performance.

## 2.3 The transfer of Tickets

The Ticket may be transferred freely. If the Ticket is transferred, the transferor of the Ticket must secure that the person acquiring the Ticket from him/her accepts Sziget's GTC, and he/she is responsible for any damage arising from omission of this information. The person acquiring the Ticket is aware of the fact that the transferor of the Ticket had access to the certificate (voucher or other individually identifiable electronic solution) required to exchange the Ticket for a wristband. It is the responsibility of the person acquiring the Ticket to make sure that the transferor of the Ticket would not use this certificate in the future. As the conditions of the transfer transaction are set forth by the transferor and the person acquiring the Ticket between themselves, their legal relationship – including liability for misuse – shall exclusively be governed by their agreement. As it shall be no party to this legal relationship, Sziget explicitly excludes all liability for the transfer of Tickets, including liability for any misuse of Ticket transfer (especially for an earlier, unauthorised entry with the barcode of the Ticket), and draws attention to the fact that it shall not issue, even in the case of misuse, a new wristband or new Ticket to the person acquiring the Ticket.

### **3. Replacement, exchange and refund of tickets**

The purchase of tickets may be cancelled at any time before payment is effected without any consequences. Following this, based on article 29 paragraph (1) subparagraph l) of Government Decree 45/2014. (II. 26.) the Ticket Purchaser is not entitled to withdraw from the ticket purchase service. Sziget excludes the exchange, replacement or refund of the Tickets, or the reimbursement of their purchase value in any other ways, except in special cases as determined in the Price List on a case by case basis for certain Events, and the exchange of Tickets to VIP Tickets for appropriate simultaneous extra payment.

## **VI. ATTENDANCE AT THE EVENTS**

### **1. Wristband**

The Ticket shall only entitle its holder for a wristband if he/she has acquired it lawfully. In case suspicion arises during entry for the Event that the ticket holder may have acquired his/her Ticket unlawfully (especially via a credit card fraud) Sziget explicitly reserves the right to demand from the ticket holder documents and/or certificates verifying the lawful acquisition or purchase of the Ticket, to judge the sufficiency of these at its own discretion, and in the lack of a satisfactory document or certificate to invalidate the Ticket and refuse entry for the Event.

As a general rule, wristbands worn on the wrist entitle the Visitor to remain in the area of the Event; if necessary and approved by Sziget, however, the wristband may be worn on another limb provided that the wristband cannot be removed without damaging it. Compliance with this is inspected by Sziget and its Associates at the entrance, at the exit and continuously in the area of the Event. The Visitor bears full liability for any damage to or loss of the wristband; therefore, upon the occurrence of such an event, the Visitor loses his/her rights provided by an intact wristband, and is required to leave the area of the Event. Damaged wristbands - those re-sealed or severed, whose fastener has been opened, whose diameter exceeds that of the wearer's fist or which have been tampered with in any way, etc. - are invalid. Sziget will not replace or exchange damaged or lost wristbands.

Furthermore, Sziget reserves the right to inspect on the spot the legal title of the holders of non-visitor wristbands. Those inspected must cooperate with Sziget and hand over the information required.

## **2. Entry**

2.1 Entry to the Events is only possible at the designated places and time periods, exclusively by authorised persons.

2.2 Upon entry, Visitors and Unauthorized Participants subject themselves to the lawful entry procedure applied to the given Event.

2.3 For ensuring the safe conduct of Events, Sziget reserves the right to restrict in the Visitor Policy of the Event the scope of objects or equipment which may be taken in to the area of the Events. Food, drinks and tobacco products may only be taken in to the area of the Events to the extent allowed by legal regulations and the Visitor Policy of the respective Event. Sziget recommends that Visitors should check the Visitor Policy.

2.4. Entry in a vehicle to the area of Events is not permitted without a permit issued by Sziget. Those holding a vehicle entry permit are also obliged to follow all traffic rules and regulations at Events. Sziget recommends using forms of public transport and taxi services to access the Events.

2.5. Children under the age of 11 (eleven) may visit the Event free of charge. Children under the age of 14 (fourteen) may only enter the Events if accompanied by an adult in full possession of their faculties.

2.6. Assistance dogs, guide dogs and police dogs as defined in the legal regulations may be brought into the area of the Event, with the reservation that, for the entry of other pets, rules may be set forth in the Visitor Policies of each Event. Sziget recommends that Visitors should check the Visitor Policy.

## **3. Rules of conduct on the sites of the Events**

3.1 Visitors are required to abide by general norms and in accordance with relevant legal regulations, the GTC and with the given Visitor Policy on the sites of the Events. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights. Visitors are required to pay special attention to the protection of natural resources on the sites of the Events and must refrain from harming these natural resources. The Visitor acknowledges the fact that camping sites used by Tickets purchased from Sziget are part of the Event site, therefore the provisions of this GTC and the Visitor Policy of the given Event shall also regulate the rules of entry and conduct at these sites.

3.2 Visitors acknowledge that Sziget, its Contracted Partners as authorized by Sziget, Associates, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Events. Accordingly, all Visitors, by virtue of their participation at the Events, give express permission to the recording and publication of their image, likeness and actions. Visitors, however, may only be named in such recordings with their express permission. Visitors considered public figures may be named without their

permission. The person making recordings according to the above rules shall gain transferrable and exclusive usage rights that are unrestricted in time, geographical location and form of usage with regard to the recordings of Visitors. Sziget and persons authorized by Sziget are entitled without restriction to make profit from, use (especially for the purpose of promoting the Events), copy, publish, rework, make public, broadcast to the public and distribute such recordings of Visitors, without having to provide any consideration to Visitors. Visitors expressly acknowledge that Sziget may record the Events, concerts and programmes, may copy the recordings and distribute them on image-bearing media, may broadcast them or otherwise make them public and may do so repeatedly, including making the Events, concerts and programmes available to the public by wire or by any other means (for example, through YouTube), such that members of the public can individually select the place and time of access. Visitors are not entitled to make any claim against Sziget concerning recordings and their publication as set out above. Visitors are entitled to make sound and image recordings at the Events, but may only make sound and image recordings with a sound and image recorder integrated into a telecommunication device used for personal aims (for example a mobile phone or a tablet) or otherwise with a non-professional equipment, moreover, visitors may not sell, use for consideration or use for commercial purposes without consideration image and voice recordings that they have made, name Visitors featuring in such recordings without their consent, or violate the personal rights of such Visitors. Sziget is expressly not liable for other Visitors violating the above rules.

3.3 Any form of economic, commercial or advertising activity on the sites of the Events – including the area in front of the gates of the Event – without the prior written permission of Sziget is prohibited.

3.4 No alcoholic beverages may be served to minors under the age of eighteen and to intoxicated individuals by any vendor at the Events. The use of substances qualifying as banned drugs pursuant to the laws in effect is prohibited in the area of the Event and is punishable by law. Sziget reserves the right to introduce a system at any given Event by which alcohol may only be served to Visitors if the given Visitor shows certification, provided following prior or first identification, that they are entitled to be served alcohol (e.g. a wristband).

3.5. Given that the aim of the Event is to provide Visitors with civilised and undisturbed entertainment, demonstrations of any kind not related to events organised by Sziget, regardless of the number of participants, are prohibited. Nevertheless, Sziget reserves the right to permit certain demonstrations at its sole discretion based on prior request by the organiser of the demonstration. In such cases the participants are obliged to comply with these General Terms and Conditions and otherwise conduct themselves in a manner that does not disturb, impede, restrict or render impossible the entertainment of other Visitors, the ability to move around the Events area, access to the Events area or the ability to exit the Events area, and the use of Services and/or Products by other Visitors. Sziget is entitled to end demonstrations that it has not expressly authorized without giving a reason. Sziget also reserves the right to end demonstrations that it has authorized pursuant to the above without giving a reason. Sziget is entitled to set out conditions pertaining to demonstrations, in particular the number of participants, location and duration, at its exclusive discretion. If Sziget declares the end of a given demonstration, the participants are obliged to immediately stop the demonstration. If Sziget sets out conditions for a demonstration that it has authorized or recognized as described above, the participants are obliged to comply fully with these conditions.



#### **4. Rules of conduct outside the sites of the Events**

Visitors are obliged to conduct themselves in a civilised manner and abide by general norms, in accordance with the relevant laws, outside the sites of the Events and on the route there and back. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights, with particular regard to other Visitors and Third Parties who are local residents.

#### **5. Lost items**

The Visitor Policies for the individual Events set out the rules applying to lost items. Sziget advises that Visitors check the given Visitor Policy.

#### **6. Safety**

On the sites of the Events, Sziget's suitably qualified and authorized employees or Associates will ensure enforcement of the rules of conduct and safety. Visitors expressly undertake, by virtue of their participation in the given Event, that they will fully cooperate with these Associates within the bounds of the law and will follow their instructions in the event of an emergency.

#### **7. First aid and medical care**

Continuous first aid and medical care will be provided on the sites of the Events. The wristband does not entitle Visitors to use of these services; visitors are entitled to use these only if they provide suitable social security, health insurance or travel insurance cover, or if they cover the costs of these services themselves.

#### **8. Provision of Services and sale of Products**

Both Services and Products that are free of charge and those for which payment is required may be used at the Events. Visitors undertake to pay for all Services and Products for which payment is required, and assume liability for paying all due purchase prices and fees promptly.

Visitors shall make payments for Products and Services for which payment is required using the payment methods offered by Sziget, its Associates or Contracted Partners. If Sziget so decides with regard to any Event, on the site of the given Event all purchase prices and fees will be payable exclusively by the means designated by Sziget and set out in the Payment Policy, instead of by cash. In that event, Visitors may only purchase Products and Services for which payment is required if they have accepted the relevant Payment Policy. The Payment Policy shall be available at Sziget's website and on the site of the Event not later than on the day preceding the commencement of the first Event concerned.

#### **9. Visitor Policies**

The Visitor Policies of the individual Events do not constitute an annex of these General Terms and Conditions. The Visitor Policies summarize the key information concerning the given Event (name, location, duration, getting there etc.) and the main rules of conduct pertaining to the Event, as also set out partially in the General Terms and Conditions. Sziget

draws attention to the fact that the Visitor Policies may be amended without prior notice, including immediately prior to the given Event, so Sziget recommends that Visitors monitor the Visitor Policies. The effective Visitor Policies may be viewed on the Sziget website and its sub-pages, as well as on the sites of the Events.

## **VII WARRANTIES AND LIABILITY**

1. Sziget warrants that Visitors can enter the given Event with the wristband provided in exchange for the relevant, lawfully-acquired Ticket, but Sziget does not undertake any warranty with regard to how long the entry process (that is, the exchange of the Ticket for a wristband and entering the Event with the wristband) shall take, in view of the large number of visitors. As is generally known, the Event consists of a collection of events, so, in view of the large number of visitors, the above warranty does not extend to the individual events, for example to whether it is possible to enter the individual events, how long it takes to enter and the quality of enjoyment, and Sziget explicitly excludes to refund to the Visitor the price of his/her Ticket, or to give a subsequent discount, or to pay to damages, indemnification or compensation of whatever kind. Within the Events, Sziget is entitled to unilaterally change the times of individual events (that is, Sziget expressly reserves the right to change the programme), but the times of events will not necessarily be changed in the event of bad weather conditions. Considering that there is no contractual relationship between Sziget and the Unauthorised Participant, Sziget explicitly excludes all liability toward the Unauthorised Participant for contractual breach and for all claims that a Consumer may enforce.

2. Sziget reserves the right to modify, restructure and further develop the Events, and the Services and Products provided at the Events, according to its discretion, as required. Visitors are not entitled to make any claims against Sziget with regard to such modifications, restructuring or further developments.

3. In the event of lawful cancellation by Sziget, visitors are not entitled to make any claim against Sziget.

4. Consumers expressly acknowledge that Products and Services may also be purchased in connection with the Events that are provided by other Contracted Partners and not by Sziget or its Associates. In such cases, the contract is concluded directly between the Consumer and the Contracted Partner, and the rights and obligations arising from the legal relationship apply solely to the Consumer and the Contracted Partner. Consumers expressly acknowledge that they may not make any claim against Sziget with regard to such Products and Services or in connection with the contract for such Products and Services. Sziget also states generally that it does not bear any liability in connection with Products and Services provided by Contracted Partners. Visitors may use Services and Products provided by Contracted Partners solely at their own risk. Sziget does not assume any liability for damage arising from or suffered in connection with purchasing or use of Services and Products provided by Contracted Partners.

5. Visitors may only enter the Event at their own risk. Sziget shall be liable solely for intentional breaches of contract imputable to it and breaches of contract damaging human life, physical well-being or health, if such damages are caused by Sziget, and excludes any liability beyond the explicit statutory rights of the Consumer with regard to any other damage event, including those damaging human life, physical well-being or health or damaging property. The price of the Ticket has been determined with consideration to the exclusions of liability

set out above. If Sziget operates a storage facility for luggage or valuables, then it will be liable for items placed there, with the exception of items excluded in the given Visitor Policies, according to the rules and up to the limits specified in the given Visitor Policies. Sziget bears no liability with regard to items placed in the designated parking areas, in particular motor vehicles parked there and items in such vehicles.

6. After the Ticket Purchaser has been given the ticket, or the Visitor has been given the wristband, Sziget may not be held liable for damage to or destruction of the Ticket or wristband. Visitors are not entitled to make any claim against Sziget on the grounds of procedures used with regard to damaged or lost wristbands.

7. The Consumer states that the data that it has provided as being correct will be provided correctly when making purchases and on any other occasion when required for use of the Services. Sziget does not bear liability for damage resulting from incorrect or non-functioning data, email addresses or delivery addresses being provided, and may demand compensation for damage arising in this regard.

8. The Consumer acknowledges that Sziget does not bear liability for any damage or abuse arising during or as a consequence of any payment method, including if the Consumer has not reported the loss of a bank card to the bank issuing the bank card. Sziget in particular does not bear liability for the errors, failings or security of the payment method used. In the case of bank transfers, Sziget is not liable for the time taken for the transfer to be processed (with particular regard to banking holidays), or for damage arising from incorrect provision of the payee identifier or the transfer amount.

9. Visitors and Unauthorised Participants are fully liable under both civil and criminal law for any damage caused by them or their pets in the framework of the Event or in connection with the Event to Sziget, its Associates and Contracted Partners, other Visitors and Third Persons.

10. Sziget is not liable for any damage caused by the unlawful activities or omissions of any Visitor, Unauthorised Participant, pet or Third Person to any Visitor to Sziget, Unauthorised Participant, or Third Person.

11. Sziget is not liable for any damage events that may occur outside the Event or on the way there and back, since Sziget may solely be held liable for damage events occurring on the sites of the Events, providing the conditions for its liability set out in these General Terms and Conditions are met.

12. Sziget is not able to provide a place for Visitors to leave pets, equipment, drinks, food and tobacco products that may not be taken onto the sites of the Events, unless such a possibility is provided at a given Event, according to its Visitor Policy. However, Sziget shall not be liable for such items even in the latter case.

## **VIII PENALTIES**

1. Sziget is entitled to terminate the legal relationship with regard to the given Event or all those Events for which the Consumer has a Ticket or wristband with immediate effect if the Consumer has breached any provision of these General Terms and Conditions in connection with the legal relationship pertaining to any Event. In such case, Sziget may invalidate the

Consumer's Ticket or remove his/her wristband, and the Consumer shall be obliged to leave the Event. The Unauthorised Participant is not allowed to participate and must leave the Event without delay.

2. Sziget is entitled to impose a partial ban (applying to the given Event or certain Events) or full ban (applying to all Events organised by Sziget) on the Consumer or Unauthorized Participant concerned for a specified term (until the end of the given Event or for a longer specified period) in addition to or in place of immediate termination of the contract. Following expiry of the ban, Sziget is entitled to make attendance of the Events subject to individual conditions. If the Consumer visits an Event during the term of the ban or if, after the expiry of such ban, violates the individual conditions imposed by Sziget, then he/she shall be obliged to leave the Event without delay.

3. Sziget will report ticket forgers, persons participating in forgery, and persons committing other crimes to the relevant authorities.

## **IX TRADEMARKS AND COPYRIGHT**

1. The trademarks, logos, and other information and materials on the websites of Sziget, in online and offline media and featuring at the Events are the sole property of Sziget, its Associates and its Contracted Partners. Visitors and third persons may not use, copy, distribute or publish such markings in any form for the purpose of generating revenue without the express and prior written permission of Sziget, its Associates and its Contracted Partners.

2. Trademarks, logos, other information and materials are subject to industrial property rights and copyright, and the rights to these are held by Sziget, its Associates and its Contracted Partners.

3. Sziget shall acquire unrestricted and exclusive usage rights with regard to comments, remarks, proposals and ideas communicated to Sziget, its Associates and Contracted Partners by Consumers in relation to the Events and in the course of the Events. Sziget shall gain exclusive ownership of all such remarks, and may not be restricted in using them in any way.

Sziget is entitled without restriction to make profit from, use, copy, publish, rework, make public, broadcast to the public and distribute such comments without having to provide any consideration for doing so.

## **X FORCE MAJEURE**

If either the Consumer or Sziget is not able to satisfy any of its contractual obligations as a result of a war, revolt, act of terrorism or threat of such, strike, a movement qualifying as a strike, an import or export embargo, accident, fire, blockade, flooding, earthquake, natural disaster, severe storm, severe energy supply interruption, severe transport disturbance/obstruction, epidemic, authority provision, or any other disturbance that cannot be foreseen and cannot be averted and that is beyond the control of the Consumer or Sziget, such person shall not be liable for any loss or damage arising as a consequence of such events. This force majeure provision shall be applicable accordingly to the given Event as a whole, and to particular programmes or Services of the given Event.

## **XI DIFFERING RULES FOR FREE EVENTS**

Chapters V and VIII, and Sections VII/6 and VII/7 of these General Terms and Conditions do not apply to free Events organised by Sziget, while sections III/3, III/4, VII/1, VII/5, VII/8 and Chapters IV and VI shall be applicable with the relevant deviations arising from the Events being free of charge.

## **XII CLOSING PROVISIONS**

1. Sziget is entitled to use subcontractors and Associates.
2. Sziget is a company registered in Hungary and with its head office in Hungary. These General Terms and Conditions are governed by Hungarian law, without regard to possible conflict of laws.
3. The chapter headings are designed for easier orientation, but shall not be used for the purposes of interpretation.
4. Sziget and the Consumer agree that the District Court of Budapest Districts II and III and the Székesfehérvár Court shall have sole jurisdiction with regard to any legal dispute concerning these General Terms and Conditions, the Events or Services and Products provided by Sziget, without regard to possible conflict of laws.
5. The staff of the information tent and public relations office will receive visitor questions, comments, complaints and ideas connected to the Events, food & drink, organisation of the Events or any other topic at the sites of the Events on behalf of Sziget. Other contact details will be provided on the [www.sziget.hu](http://www.sziget.hu) website and its sub-pages.

Budapest, 3 November 2014