

**ENCLOSURE # 5**  
**DETAILED RULES REGARDING THE FESTIVAL CARD ISSUED BY SZIGET**  
**KULTURÁLIS ÉS MENEDZSER KFT.**

**1./ THE VOUCHER CARD ISSUED BY SZIGET KULTURÁLIS ÉS MENEDZSER KFT.**

The voucher card (hereinafter: card) issued by Sziget Kulturális és Menedzser Iroda Kft. is an electronic purchase voucher issued by Sziget, who is entitled to unilaterally prescribe the exclusive or non-exclusive use of the card as a payment instrument at its events.

The card is an RFID card using near field communication technology.

The card is not deemed a bank card or a payment instrument substituting cash and Sziget does not hold deposits. It may only be used for payment at the Budai Gourmet, the Volt Festival, the Heineken Balaton Sound and Sziget events, during the event, in the sales units operating at the premises of the event provided by Sziget. The balance of the voucher purchased is not stored on the card.

The festival card is valid at each of the above events, but the balance on the card may NOT be transferred to another of the above events.

The balance on the card may be reimbursed. For the rules of reimbursement, see Point 8.

The card does not make it possible to personally identify the cardholder and it carries no information regarding its holder.

The card is valid from the time it is received; it may be used after crediting.

**2./ APPLYING FOR THE CARD, REGISTRATION**

Visitors receive their cards free of charge, at the time of receiving an armband.

Visitors may register their cards by SMS from their cellular or in the [www.metapay.hu/fesztivalkartya](http://www.metapay.hu/fesztivalkartya) website. The cellular number allocated to the card may not be altered in order to avoid eventual unauthorized registrations.

Method of registration: each visitor must enter the word REG, his card number and a 4-digit PIN code of his choice in an SMS sent to the cellular number +36 20 66-99-777.

The card may also be used without registration, registration, however, increases the safety of card use since a visitor may order the disabling of his lost card only if it has been registered. We would like to emphasize that in the absence of a registration the original holder of the card may not use the electronic voucher embodied in the lost card (and anyone who finds the card may use the card balance for purchases since such a card may not be disabled).

With attention to this, we highly recommend the registration of cards. Since cards are not registered, we kindly ask every card holder not to hand over his card to third parties and to always keep the card in a safe place. Sziget excludes all liability for any damages arising from non-compliance with the above, loss or damage of the card, any use by unauthorized persons or omission of registration.

### **3./ TOPPING UP THE CARD, REPLACEMENT OF THE CARD**

Each card has one balance. The card may be topped up by any amount. The maximum balance of the card and the maximum amount of top up is HUF 240,000.00. The card may be used for the purchase in any amount if the balance covers the given purchase. The card may be topped up again at any later time, during the given festival.

#### **Topping up by use of a bank card:**

The balance of the card may also be topped up by any amount by a bank card. The maximum amount is HUF 240,000.00. A service fee of HUF 100.00 per topping up charge applies.

In case of a credit transaction exceeding HUF 20,000.00 the presentation of an identity card or another card usable for proving the personal identity is necessary.

Registration is mandatory if topping up more than HUF 100.000 at once.

The replacement of a lost card may be applied for in person after the card has been disabled. The balance on the disabled card at the moment of disablement shall be transferred to the new card at a Top up point 30 minutes after the disabling.

Visitors can ask for a balance transfer at Helpdesk points.

In case of the replacement of a lost card the fee of the new card is HUF 500.00, of which visitors shall receive a payment receipt. For more detailed rules on the replacement and disabling of cards, see Points 6 and 7 of the Code.

### **4./ PAYMENT WITH THE CARD**

Payments are made by way of payment terminals operated by merchants. The terminal consists of two parts:

- (i) a card reader with a screen is fixed to the counter on a stand so that it is clearly visible to the card holder; and
- (ii) a POS terminal is placed on the counter for the seller, not necessarily visible to visitors.

Procedure of payment:

- (i) the total price of the order is entered into the cash register and the POS terminal by the seller;
- (ii) after entering the amount payable, the purchase price appears on the screen of the card reader; if the visitor accepts this

amount, he touches his card to the reader, by which step the transaction is completed;

(iii) the balance of the voucher credit is reduced by the amount;

(vi) the new balance appears on the screen of the card reader.

If the transaction accidentally contained a wrong amount or it must be cancelled due to any reason, the payment terminal may do this. Transactions can only be cancelled on the very terminal used for payment and only if this was the last transaction for both the card and the terminal. Cancellation is not possible under any other circumstances. Tips can be given with this system by entering an amount exceeding the actual purchase price. In such instances visitors are kindly advised to carefully check the amount entered. The merchant gives a receipt of the purchase.

If the item purchased is returned by the buyer, the conditions of taking back the item shall be established by the merchant and the buyer jointly and in compliance with effective laws.

## **5. / CHECKING THE BALANCE**

The balance of voucher cards may be verified by the merchants accepting cards at the top up point. With regard to the balances related to cards, visitors accept as final the database and statements of Sziget.

## **6./ REPLACEMENT OF CARDS**

If a visitor loses his card or it is damaged in any way, he can apply for a new one. If the visitor failed to register his card, the old card may not be disabled. The balance of the old card may be added to the balance of the new card in case the old card was disabled.

Cardholders can ask for a balance transfer at the Helpdesk points.

In case of damaged cards, the old, damaged cards must be presented and disabled for applying for a new card.

New cards may be applied for at the administrators at top up points.

## **7./ DISABLING A CARD**

The balance of lost or stolen cards may only be disabled if the card has previously been registered. Cards may be disabled on the [www.metapay.hu](http://www.metapay.hu) website or by sending the word STOP and the 4-digit PIN code in an SMS to the +36 20 66-99-777 phone number.

The balance remaining on a disabled at the moment of disablement is transferred onto a new card 30 minutes after the disablement, upon cardholder's request. The fee of the new card is HUF 500.00.

## **8./ REIMBURSEMENT OF THE BALANCE**

The unused amount in the voucher purchased by a visitor may be reimbursed at the top up point according to the general rules of

rounding amounts to HUF 5. The visitor is given an expense receipt as proof of the redemption.

During the festival, a card holder may exchange his unused credit balance for cash at any time. The last time of reimbursement (the expiry of the card) is determined by Sziget for each event separately. Card holders may apply for reimbursement at the top up points.

Reimbursement dates for the festivals are as follows:

Buda Gourmet: time of last reimbursement: 23:59 on 5 June 2011

Volt festival:

Heineken Balaton Sound Festival:

Sziget Festival:

We kindly request cardholders not to leave the balance reimbursement until the last minute and not to redeem their balance until leaving the event, if possible.

#### **9./ SMS MESSAGE PRICES**

Sziget may charge a fee for reply messages received upon card registration and card disabling; these shall be deducted from the card balance. By registering the card, visitors consent to the forwarding of system messages to them.

#### **10./ DATA MANAGEMENT**

Visitors acknowledge and give their consent to the management of their personal data by Sziget in connection with the use of the voucher card as per the provisions of Act 63 of 1992 on the Protection of Personal Data and Public Access to Data of Public Interest and other effective laws on data protection.

In the course of data management, the data managed may not be related to a person, except in case of a registration. In case of a registration from a cellular, the data may only be linked to the cellular number, while in case of an online registration they may be linked to a name, an e-mail address and a phone number. The recorded name, e-mail address and phone number shall be managed by Sziget as long as the aim of the data management lasts.

The primary aim of data management is the logging of transactions carried out with the voucher cards. Apart from this, Sziget manages personal data in order to perform market research and to promote the services of the companies and partners of the company group, to which end it may send electronic newsletters and/or text messages to the electronic mailing address or cellular number recorded in the course of registration. Sziget continuously updates the already recorded data of visitors upon each eventual later contact with them.

During the event, data management shall be carried out by Metapay MPI Limited Liability Company (6237 Kecel, József Attila str. 2/1.,

court reg. no.: 01-09-121141), who transfers the data to Sziget after the event. Sziget shall safekeep the data, with the exception of the above name, e-mail address and phone data for the period prescribed by the law for the safekeeping of accounting documents. The data shall not be transferred to third persons by Sziget.

Six months after the given event Sziget shall divide the database uniformly managing the data managed on basis of the accounting order and the personal data (names, email addresses, phone numbers) (not including data affected by claims asserted within the term of limitation, where division shall be performed only after a final judgment) in such a manner that the data managed on basis of the accounting order may not be personalised, i.e. related to the personal data managed any more. Following this, Sziget makes impossible even for itself the access or restitution of the connection between the two databases separated.

A visitor may request (at the activation of his card) the deletion of his personal data (i.e. to revoke his declaration including his consent to the management of his personal data). Such deletion may be requested from Sziget by electronic mail or by post. A visitor may revoke his consent in full or in part, at any time. Upon receipt of the notification of the revocation of the consent and the deactivation of the card, Sziget shall provide for the termination of data management without delay, it irrevocably deletes the visitors from its records and the data affected by the revocation shall be deleted in such a manner that the person making the declaration of revocation is unequivocally identifiable, Sziget then informs the visitor of the performance of all of the above.

## **11./ CLAIMS, LIMITATION**

Claims shall be accepted by Sziget exclusively upon possession of a card except where the owner of the card may be identified (on basis of a phone number, name and e-mail address) due to the registration process.

Upon acceptance of the attached enclosure by the visitor, Sziget and the visitor agree on a six months limitation term for the assertion of claims arising out of the current legal relationship on basis of Art. (2) of § 325 of the [Hungarian] Civil Code.

## **12./ SPECIAL RULES OF THE**

The hours of the top up points differ for the festivals:  
Buda Gourmet Festival: between 12:00 and 13:00  
Volt festival:

Heineken Balaton Sound Festival:  
Sziget Festival: