

## **„WISHMACHINE” TERMS OF USE**

For using the “Wishmachine” web application you must accept these Terms of Use.

**I.** The “Wishmachine” web application and all services and content available thereof is provided by **Sziget Cultural Management Private Company Limited by Shares** (23796/58 Hajógyári sziget, 1033 Budapest, Hungary, official email: info@sziget.hu, hereinafter “Sziget”).

**II.** Via „Wishmachine”, from amongst the options given, You may select those performers whom You prefer to see at the music festivals organized by Sziget (at VOLT Fesztivál, Balaton Sound, and Sziget Fesztivál).

„Wishmachine” may only be used following the creation of a [Sziget user account](#).

Besides, the pages, performers You liked in music category via your own Facebook profile may be added to your wishes if you give your consent to do so. In this case the performers liked on Facebook will be inserted automatically to the Wishmachine.

The Wishmachine may be used once, therefore You cannot modify your wishes.

**III.** Since „Wishmachine” is a free application, it is provided by Sziget „as is” and „as available”. Sziget shall not warrant for the application being free of interruptions and available on a continuous basis. Sziget is entitled to suspend or shut down „Wishmachine” at any time. Sziget makes all reasonable efforts to solve problems and malfunctions, but shall not be liable for any of these. Sziget excludes its liability to the fullest extent for damages, costs, and losses emerging from, or in connection with, the use of „Wishmachine”, including all faults, defects, r malfunctions of the application.

**IV.** Sziget shall gain unlimited and exclusive rights in regards your wishes, therefore suggestions, and ideas communicated by You to Sziget pursuant to the aforementioned. Sziget shall become the exclusive owner of all rights related to such comments and it shall not be restricted in the use thereof. However, Sziget shall not be obliged to actually invite any of the performers selected or suggested by You to any of the festivals, or to provide them with an opportunity to perform.

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These marks and the information and other materials available via the application are subject to copyright protection and all the pertaining rights belong to Sziget and its partners.

**V.** All personal data You provide in order to use „Wishmachine” is provided by You voluntarily and based on Your consent. Personal data shall be managed by Sziget according to its Data Procession Policy, accessible [via this link](#), which You must accept for using “Wishmachine”.

**VI.** By using “Wishmachine” You accept that the Hungarian law shall be applicable for disputes and claims deriving from the use of the application or in connection with it. For all legal disputes the Hungarian courts shall have exclusive jurisdiction.

Sziget may revise or update these Terms of Use at any time. If You continue to use “Wishmachine” following an amendment in these Terms of Use, that means an acceptance on Your behalf of all these amendments.

„Wishmachine” is operated independently from Facebook. Facebook does not participate in, or support, “Wishmachine”.

Budapest, September 13, 2019

Sziget Cultural Management Ltd