

## GENERAL TERMS AND CONDITIONS

*Effective from March 1, 2022*

These General Terms and Conditions (hereinafter GTC) govern the rights and obligations pertaining to the purchase of tickets, products and services, and the legal relationship between the Organiser and the Visitors; as well as to the general conditions of attendance of Visitors at the Sziget Cruisin Boat Party (hereinafter the Event) organised and hosted by **KÉK PADLIZSÁN Kereskedelmi és Vendéglátóipari Korlátolt Felelősségű Társaság** (hereinafter the Organiser), as well as the rights and obligations arising from the legal relationship between Sziget and Visitors.

### 1. Introductory provisions:

- 1.1 **Event:** the event "SZIGET CRUISIN BOAT PARTY", organised in connection with the Festival and the related services.
- 1.2 **Organiser:** **KÉK PADLIZSÁN Kereskedelmi és Vendéglátóipari Korlátolt Felelősségű Társaság** (registered office: 1073 Budapest Akácfa utca 5, Hungary; company registration no: 01 09 903087; tax ID: 14420322242; authorized representative: Ákos Bankó, managing director)
- 1.3 **Visitor:** a natural person of legal age and capacity who purchases a ticket to the Event, or a person who is incapacitated or of limited capacity under the supervision or guardianship of a natural person of legal age and capacity and for whom the supervising natural person of legal age and capacity assumes responsibility.
- 1.4 **Festival organiser:** Sziget Cultural Management Private Company Limited by Shares. The registered office of Sziget: 1033 Budapest, Hajógyári-sziget, hrsz. 23796/58, Hungary. Registration authority of Sziget: Budapest Metropolitan Court as Court of Registration. Sziget's company registration no: 01-10-049598. Sziget's tax ID: 26189905-2-44
- 1.5 **Ticket:** a certificate purchased from the Festival Organiser or vendors having a contractual relationship with the Organiser, or legally acquired by transfer from a third party, issued in any form (printed or electronic) and bearing a unique identifier, verifying admission to and stay at the Event. Tickets are exchanged for wristbands by the Organiser.
- 1.6 **Wristband:** a band affixed to the Visitor's wrist by an authorised person acting on behalf of the Organiser after the Ticket has been presented. The wristband exclusively certifies that its bearer is entitled to enter and remain at the Event for the entire duration of the Event.
- 1.7 **Boat/Event Area:** the Europe Event Boat as the venue of the Event and the facilities used for embarking and disembarking from and onto the Europe Event Boat (e.g. ramp, mooring, pier, etc.).
- 1.8 **Authorised persons acting on behalf of the Ship/Event area:** authorised persons acting on behalf of the EURÓPA RENDEZVÉNY IRODA Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság (registered office: 1137 Budapest, Radnóti Miklós utca 40, Hungary; company registration number: 01-09-904220; tax ID: 11944540-2-41; statistical number: 11944540-7912-113-01).
- 1.9 **Term of the event:** from 9 to 15 August 2022, from 12.00 to 18.00 daily. Except on 9 August 2022, when from 18.00 to 04.00.
- 1.10 **Visitor Policy:** a document containing the detailed rules for entering and staying at the Event.

### 2. Conditions for attendance at the event:

- 2.1 Admission to the Event is subject to the time limits and conditions of the Ticket purchased for the specific day of the Event.
- 2.2 Getting to and from the venue of the Event is possible at the choice of the Visitor either individually or by using a shuttle service provided by the Festival organiser. The shuttle service is not subject to the Event and the rules of the Event.
- 2.3 Upon entry, the Visitor submits to the legal entry procedure applicable to the Event.
- 2.4 Upon entry, the purchased Ticket is exchanged for a wristband by the Organiser.
- 2.5 The Visitor shall wear the Wristband at all times during its validity. The Wristband is non-transferable once used.
- 2.6 The Wristband is valid for the day of the Event only and cannot be used on any other day of the Event.
- 2.7 Visitors are present at the Event at their own risk and are obliged to obey the instructions of the Organiser and the authorised persons acting on behalf of the Boat, to comply with their rules and regulations and the Visitor Policy.
- 2.8 Visitors are not allowed to bring alcoholic beverages, food, tobacco products in commercial quantities, firecrackers, rockets, any pyrotechnic devices, stabbing, punching, cutting devices, weapons, devices dangerous to public safety, glass, bottles of any kind, banned drugs, etc. into the Event area.
- 2.9 If the Organiser or the authorised person acting on behalf of the Venue considers that the condition or behaviour of the Visitor endangers his/her health and safety, the enjoyment of others or the planned conduct of the Event, the Organiser has the right to refuse the Visitor's access to the Boat.
- 2.10 The Organiser shall be entitled to prohibit any Visitor who violates the provisions of clauses 2.7 and 2.8 from entering the Event and from staying at the Event. If the Organiser does not exercise this right, this shall not affect the exclusion of its liability as referred to in clause 3.2.
- 2.11 In the event of the provisions of clauses 2.9 and 2.10, the Visitor shall not be entitled to claim a refund of the Ticket from the Organiser, the Festival Organiser or any third party involved in the sale of the Ticket and having a contractual relationship with the Festival Organiser.
- 2.12 The Organiser reserves the right to make changes to the programme and the running of the Event, and the Visitor accepts that he/she may not claim a refund of the Ticket price due to any changes in this respect.
- 2.13 The Organiser draws the Visitor's attention to the fact that the Event is equipped with high-powered sound equipment which may cause permanent damage to health.
- 2.14 By participating in the Event, the Visitor accepts that he/she may be recorded or photographed at the Event. The Organiser may only display the name of the Visitor with the permission of the Visitor.
- 2.15 The Visitor has the right to prohibit the use of images and audio recordings of him/her. This provision does not apply to the use of crowd shots.
- 2.16 The Visitor shall not be entitled to claim any form of remuneration for the use of any audio or visual recording of him/her.

- 2.17 No economic, commercial or advertising activity of any kind is permitted in the Event area without the prior written permission of the Organiser.
- 2.18 The Organiser holds the Event in the case of bad weather.
- 2.19 The Organiser is entitled to decide at its sole discretion that on any of the days during the duration of the Event, the Event cannot be held due to bad weather, taking into account the known weather risks and water conditions arising from the nature of the Event (hereinafter: Postponed Event).
- 2.20 In the event of the application of clause 2.19, if the Event can be held on another day of the Event duration, the Ticket purchased for the Postponed Event shall be used only for the day of the Event duration immediately following the Postponed Event.
- 2.21 If the Ticket cannot be used by the Visitor on a later day of the Event duration due to lack of capacity on the Boat, or if the Visitor does not have a Ticket for a later day of the Festival duration, the Event Organiser will refund the purchase price of the Ticket to the Visitor.
- 2.22 Detailed rules for entry to and stay at the Event are set out in the Visitor Policy.

### **3. Responsibility of the organizer:**

- 3.1 The Organiser shall take all measures that can normally be expected to protect the life and physical integrity of Visitors.
- 3.2 The Organiser excludes all liability for any damage arising beyond its responsibility set out in clause 3.1, or from any breach by the Visitor of the provisions of clause 2.8 or any conduct of the kind referred to in clause 2.9.
- 3.3 The Organiser shall be liable for intentional and grossly negligent breach of contract as defined in Act V of 2013 of the Hungarian Civil Code (hereinafter Civil Code).
- 3.4 The Organiser shall be liable only for the conduct and actions of the Organiser and of persons involved in the organisation of the Event who have a contractual relationship with the Organiser. This provision shall not apply to the conduct and actions of persons acting on behalf of the Event Venue and the Festival Organiser, for which the Organiser shall not be liable.
- 3.5 If in the event of wars, riots, acts or threats of terrorism, strikes or movements not constituting strikes, embargoes on imports or exports, accidents, fires, blockades, floods, earthquake, natural disaster, severe storm, severe power failure, severe traffic disruption/obstruction, epidemic, government, military or law enforcement order, instruction or act, or other unforeseen and unavoidable obstacle beyond the control of the Organiser, the Organiser is unable to fulfil any contractual obligation, the Organiser shall not be liable to the Visitor for any loss or damage caused by such events. This force majeure provision shall apply mutatis mutandis to the Event as a whole and any programme or part of the Event.

### **4. Visitor's liability:**

- 4.1 Visitor shall be liable under the provisions of the Civil Code for any damage caused by Visitor to the Organiser or the Venue or its facilities and devices.
- 4.2 Visitors may participate in the Event at their own risk and must at all times act as, - in particular taking into account the nature of the Event, the venue of the Event and the increased dangers involved - they do not cause injury or endanger his/her or other's physical integrity or life.

- 4.3 Visitors are responsible for the conduct and damage caused by minors or visitors with limited or no legal capacity under their supervision.
- 4.4 The Organiser's liability does not extend to areas outside the ship. After leaving the boat, the Visitor shall remain on the shore or in the port at his/her own risk.
- 4.5 The Visitor may visit the Event only at his/her own risk. The Organiser shall be liable only for intentional breach of contract under its responsibility and for any damage caused by the Organizer to human life, physical integrity or health, and shall exclude its liability for any other damage, including damage to human life, physical integrity, health, property and damage caused by the Visitors to each other, beyond the rights expressly granted to the Visitor by law. Attendance at the Event carries the risk of exposure to Covid-19 and Visitors voluntarily accept this risk by entering the Event; any Visitor or other person present at the Event may be a carrier of Covid-19 and there can be no guarantee that such persons will not be or become infected with Covid-19.
- 4.6 The Covid-19 regulations in force at the time of the Event shall apply to the Event. In case the event cannot be organised under the current Covid-19 regulations, the Organiser will reimburse the Visitor for the cost of the tickets.

## **5. Closing provisions**

- 5.1 The invalidity of any provision of these GTC shall not affect the validity of the remaining provisions. The invalid clause must be replaced by a legitimate provision that best reflects the intentions of the Organiser and the Visitor at the time of the contract.
- 5.2 By purchasing a Ticket, the Visitor accepts the provisions of these GTC.
- 5.3 Issues not regulated in these GTC shall be governed by the laws of Hungary, in particular the provisions of the Civil Code.

**Budapest, 1 March 2022.**