

ISLAND CRUISE

CONDITIONS OF USE (hereinafter referred to as "the Rules")

1. Scope of the Rules

The organizer of the 2023 Sziget Festival (hereinafter referred to as the "Event"), **Sziget Cultural Management Office Limited** (registered office: 1033 Budapest, Hajógyári sziget, hrsz. 23796/58., company registration number: Cg. 01 10-049598, tax number: 26189905-2-44, hereinafter referred to as the "Organiser") provides a regular ship service (hereinafter referred to as the "Ship") to get to the Event, whereby the passengers organised by the Organiser will be transported to the Ship by the **Budapest Transport Limited** (registered office: 1980 Budapest, Akácfa utca 15., company registration number: Cg. 01-10-043037, tax number: 12154481-4-44, hereinafter referred to as the "Operator") provides water passenger transport services.

During the Event, the Ship will operate between Jászai Mari Square and the Event's marina from 10 August 2023 to 16 August 2023 at a frequency determined by the Organiser. During this period, the Ship will operate daily, the first Ship from Jászai Mari Square will depart at 15:00 and the last Ship from Jászai Mari Square will depart at 01:30 the next day, the first Ship from the Event's Marina will depart at 15:32 and the last Ship from the Event's Marina will depart at 02:02 the next day. The estimated time of departure from Jászai Mari Square is 26 minutes, from the Event Marina 22 minutes. Accordingly, the first Ship will depart from Jászai Mari tér at 15:00 on 10 August 2023 and the last Ship will depart from the Event's marina at 02:02 on 16 August 2023.

The Operator of the Ship is the Operator under a contract with the Organiser. The Organiser shall provide the possibility of access to the Event by Ship, the Operator shall provide the water passenger transport service with its own watercraft and personnel and shall bear all responsibility in this respect. Complaints regarding the water passenger service will be investigated by the Operator and can be sent to the following email address: bkv@bkv.hu

These Rules and Regulations define the legal relationship between the Operator and all persons contracting to use the water passenger transport service (hereinafter referred to as "Passenger"), the establishment of the legal relationship, the conditions of purchase of tickets, access to the Ship, the conditions of travel and the rules of liability of the water passenger transport service provided by the Operator.

When using the Ship, the rules of conduct and the exclusion from the trip shall be governed by the Operator's Terms and Conditions (until July 25, 2023: <https://bkk.hu/downloads/14306/>; from July 26, 2023: <https://bkk.hu/downloads/20612/>), including, but not limited to, the conditions set out in these Rules. In the event of any discrepancy between these Rules and the Operator's Rules, these Rules shall prevail.

2. Purchase of tickets, acceptance of these Rules

The Passenger accepts these Rules as binding on him/her when

- (i) purchases a ticket from the Organiser's webshop prior to boarding the Ship; or
- (ii) purchases a ticket at the ticket office at Jászai Mari square ship station (port) prior to boarding the Ship.

The price of the ticket is HUF 2.000, i.e. two thousand forints or EUR 5, i.e. five euros. The ticket price is the same for children and adults. With a Budapest Card, the Ship can be used without buying a separate ticket. To enter the Event, the Passenger must also have a ticket for the Event.

The ticket for the Ship will be checked in each case before embarkation.

Ship tickets can be purchased from the Organiser's webshop or at the ticket office operated by Organizer at the ship station (port). The Passenger may not board the Ship without a valid ticket.

A ticket purchased for the boat can only be used once. It is the Passenger's responsibility and risk to protect the ticket purchased from any misuse. In this respect, the liability of the Organizer is excluded.

The ticket gives the opportunity to use services related to leisure activities, so the Passenger has no right of withdrawal pursuant to Section 29 (1) (l) of Paragraph 1) of Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses, i.e. the ticket is not refundable.

3. Access to the Ship

The Passenger may use the Vessel if the

- (i) the carriage of passengers is not prohibited by law or regulation;
- (ii) passenger transport is possible by the Ship;
- (iii) the carriage of passengers is not prevented by circumstances for which the Passenger is responsible or by other circumstances beyond the Passenger's control (force majeure)

In cases of force majeure in particular:

- (i) lock on the river,
- (ii) an accident involving another craft,
- (iii) a collision with another craft through its fault,
- (iv) official action,
- (v) bomb or ammunition disposal,
- (vi) extreme weather,
- (vii) strike,
- (viii) low water levels or flooding
- (ix) hazardous sediment,
- (x) port lock,
- (xi) quarantine, epidemic,
- (xii) an obstacle caused by another passenger,
- (xiii) a criminal offence,
- (xiv) terrorist attack,
- (xv) sickness of the crew,
- (xvi) sudden illness of the Passenger,
- (xvii) military operations, exercises,
- (xviii) war, war games,
- (xix) mine risk,
- (xx) bridge or hydraulic engineering works,
- (xxi) failure of a drain or lifting device or sluice,
- (xxii) water leakage into the hull due to external conditions,
- (xxiii) fire,
- (xxiv) other external cause that cannot be prevented.

In the event of a travel impediment, the Organiser will arrange for the Passenger to be transported on the next cruise. If this is not possible and the Passenger has already purchased the ticket, the ticket price will be refunded.

The number of ships on the route of the Ship will be determined by the Organiser. The Ship will depart from the port once the maximum number of passengers has been reached. The Organiser does not guarantee immediate departure after embarkation of the Passenger, and the Organiser cannot be held liable in this respect. Nor does the Organiser guarantee that the Passenger will be able to board the first boat in line, in which case the liability of the Organiser is also excluded. Nor does the Organiser guarantee the duration of the journey.

Passengers are allowed to board the Ship on a first-come, first-served basis.

4. Rules of conduct

Organizer may appoint a security service at the ship station (port) or on the Ship. The Passengers must follow the instructions of the staff (passenger coordinators at the port, security service, crew of the Ship) both at the ship station (port) and on the Ship.

At the ship station (port), Passengers and their accompanying persons are only allowed to enter the area open to them.

No person who is excluded from the carriage of passengers may enter the area of the ship station (port) or bring in objects excluded from carriage of passengers.

Passengers are only allowed to enter the area of the Ship that has been opened for them. Embarkation and disembarkation are subject to the instructions of the passenger coordinators at the port and Ship's crew.

It is forbidden to disturb other passengers and the work of the ship station (port) or the Ship's staff in the ship station (port) or on the Ship. Smoking and the consumption of alcoholic beverages on board is prohibited. The Operator may operate buffet on the Ship.

It is forbidden to litter or to pollute, contaminate or damage the ship station (harbour), the Ship and its equipment. Any person who litters, contaminates, pollutes or damages the port or the Ship or its equipment shall pay the costs of cleaning, disinfecting and disinfecting the Ship and shall compensate for any damage caused. Once on board, passengers must comply with all law and order and safety instructions given by the Ship's staff or the security service.

In the event of a waterborne accident or incident, the Passenger must follow the instructions of the Ship's crew.

The Passenger shall comply with the laws in force at the time of travel. Any costs and damages arising from failure to do so shall be borne by the Passenger.

5. Travel restrictions, exclusion from travel

You may not travel on the ship or may be excluded from travel:

- (i) a person who is drunk or intoxicated;
- (ii) who behaves in an outrageous manner or otherwise disturbs other passengers;
- (iii) who is infectious;
- (iv) who, by his or her conduct, harms or endangers the safety of navigation, the health or safety of the vessel or its equipment, or the health or safety of his or her passengers;
- (v) who does not comply with other provisions on passenger behaviour;
- (vi) who, with their clothing, luggage or in any other way, may contaminate the vehicle, the clothing of their passengers or the luggage of passengers;
- (vii) who, with their clothing, luggage or in any other way, may contaminate the vehicle, the clothing of their passengers or the luggage of passengers;

(viii) who brings on board a craft an object that cannot be taken on board.

The Ship's crew is entitled to disembark the Passenger at the nearest port after the start of the journey if the above reasons apply.

Children under 14 years of age must be accompanied on board. Unaccompanied boarding shall be deemed to be a declaration that the Passenger is over 14 years of age.

No live animals, except assistance dogs, are allowed on board.

Access to the Ship is only permitted on foot and with the exception of wheelchairs it is prohibited to carry any means of transport.

Passengers are not entitled to bring large (multi-day) baggage on board.

A Passenger who has been disembarked from the Ship or removed from the ship station (port) due to misconduct for which he/she is responsible may not claim a refund of the fare paid.

The Organiser will refuse to carry passengers if the number of Passengers on board has reached the permitted number of passengers.

6. Liability

The Organiser shall be liable for any damages arising during the transport of passengers in accordance with these Rules. The liability of the Organiser for damages shall be limited to 100% of the ticket price. In the event of force majeure, the Organiser shall not be liable but shall refund the fare paid within 30 (thirty) days.

The Passenger shall be liable for any damage caused to the ship station (port), the Ship or any third party. The liability of Organizer is excluded in this regard.

7. Limitation period

All claims against the Organiser arising from the passenger transport contract shall expire after 6 (six) months at the latest, unless a shorter period is provided for in these Rules.

8. Governing law and dispute

Hungarian law shall apply to the settlement of any disputes.

The Parties submit to the exclusive jurisdiction of the Budapest II and II District Court and the Székesfehérvár Court of Justice for the resolution of any dispute arising out of or in connection with the agreement, contract, breach, termination or validity or interpretation thereof entered into under these Rules.

Budapest, 24 July 2023.