

REFUND POLICY

WITH REGARDS TO THE CHANGE OF THE DATE OF SZIGET FESTIVAL 2023

Sziget Cultural Management Private Company Limited by Shares (Hajógyári sziget, lot number: 23796/58., 1033 Budapest, Hungary, registration number: 01-10-049598, hereinafter “**Sziget**”), as the organiser of Sziget Festival, will hold Sziget Festival between August 10-15, 2023, instead of the originally announced dates (August 9-14, 2023).

Sziget hereby determines the detailed provisions related to the refund of the 2023 Pass/Service sold before 10:00 (CET), December 1, 2022, in accordance with the General Terms and Conditions of Sziget as of August 18, 2022 (hereinafter “**GTC**”). The scope of this Refund Policy covers solely the Pass/Service for the 2023 Sziget Festival which has been sold prior to the announcement of the Date Change.

The terms applied herein and in the GTC, written by capital letter as first letter, shall have the same meaning as in the GTC unless the context otherwise requires.

I. Definitions:

“**Date Change**” shall mean the change of the original date of the Event (August 9-14, 2023), as a consequence of which, the Event will be held between August 10-15, 2023.

“**Disposal Period**” shall mean the 30 (thirty) days period following the announcement of the Date Change i.e. the period until 24:00 (CET), December 31, 2022, during which it is allowed to dispose in relation to the Pass/Service by opting for Keeping or Partial Refund or Full Refund.

“**Entitled Person**” shall mean the Ticket Purchaser or the lawful ticket holder.

“**Event**” shall mean Sziget Festival 2023.

“**Full Refund**” shall mean the amount to be pecuniary refunded, equalling to the Purchase Price, if the Entitled Person opts for not attending at the Event.

“**Keeping**” shall mean the automatic validity of the Pass/Service for the Event.

“**Partial Refund**” shall mean the amount to be pecuniary refunded if the Entitled Person opts for attending on the first 5 (five) days of the Event.

“**Pass**” shall mean the Pass for the Event which has been sold before 10:00 (CET), December 1, 2022, as determined in Annex 1.

“**Purchase Price**” shall mean the price, inclusive of the handling fee, that has been paid for the Pass/Service by the Ticket Purchaser.

“**Refund**” shall mean the Partial Refund or the Full Refund.

“Service” shall mean the own Service for the Event which has been sold before 10:00 (CET), December 1, 2022, as determined in Annex 2.

II. General provisions

Upon his or her sole discretion, the Entitled Person shall be entitled to:

- (i) Keeping; or
- (ii) Refund, and in this context to either
 - a) Cash Refund or
 - b) Full Refund

under the present Refund Policy.

This Refund Policy shall not be applied to any Pass/Service issued differently than as a result of a ticket purchase transaction determined by Section 2 of Part II of the GTC (therefore, the present Refund Policy is not applicable in particular to artist, staff, guest, vendor and press Pass/Service and the Pass/Service given by Sziget or any affiliated party as a prize or gift).

The Pass/Service may be disposed of by opting during the Disposal Period for either Keeping or Partial Refund or Full Refund as determined hereunder. The default opting is Keeping. In an event of failure of different disposal during the Disposal Period, the default opting remains in effect.

The Pass/Service may include moving-in ticket, entry ticket, accommodation and Sztizen Prime Kit. Except for the Pass/Service purchased by paying in instalments, any Pass may be disposed of separately unless otherwise provided by the Refund Policy. In an event of Partial Refund, only the Pass may be disposed of. In an event of Full Refund, only 1 (one) moving-in ticket and 1 (one) accommodation may be linked to 1 (one) entry ticket and if the entry ticket is not a Sztizen Prime Pass, only 1 (one) Sztizen Prime Kit may be linked thereto. In case of paying in instalments, any and all respective Pass/Service may be disposed of jointly and only one way.

The Refund may take place only once in relation to any Pass/Service in accordance with this Refund Policy. In an event the Pass/Service has been purchased from a ticket distributor Contracted Partner and it has performed refund on that, no Refund can be claimed from Sziget.

The Entitled Person shall be responsible for being entitled for the Refund. The liability of Sziget is excluded for any abuse related to the Refund.

The claim for Refund cannot be withdrawn later.

III. Keeping

Opting for Keeping is automatic. There is no need to claim Keeping in any form. Therefore, in case of Keeping, the lawful ticket holder of the Pass/Service shall be, without any further action, entitled to enter and participate the Event and use the Pass/Service therein, and if the lawful ticket holder takes an accommodation at the Event, he/she may move-in from 06:00, August 9, 2023.

IV. Partial Refund

The Partial Refund may be claimed solely in relation to the Pass. In case of Partial Refund, the lawful ticket holder of the Pass/Service shall be, without any further action, entitled to enter and participate the Event until 06:00, August 15, 2023, and use the Pass/Service therein, and if the lawful ticket holder takes an accommodation at the Event, he/she may move-in from 06:00, August 9, 2023. The Partial Refund may be claimed by filling, during the Disposal Period, the typeform applied by Sziget. The e-ticket number under the barcode of the Pass and a contact e-mail for further data reconciliation must be added to the typeform. In case of paying in instalments, the "Payment transaction ID" must be added instead of the e-ticket number. (The Payment transaction ID is listed in the „Payment details" which is contained by the electronic mail Purchase confirmation – first instalment.)

The amount of the Partial Refund:

- (i) in case of Full Festival Pass or Sztizen Prime Full Festival Pass EUR 70, i.e. seventy euros;
- (ii) in case of Full Festival VIP Pass or Sztizen Prime Full Festival VIP Pass EUR 125, i.e. one hundred twenty five euros.

The Partial Refund is not applicable to Service as the pricing of the Service is independent from the period of stay (daily accommodations are not sold) and any Service may be used from 06:00, August 9, 2023, in the original maximum period. In case of the Sztizen Prime Kit, the Partial Refund is also not applicable as it will be fully available at the Event.

In case of Partial Refund, the new barcode of the Pass will be sent by Sziget to the Ticket Purchaser via electronic mail. May the Ticket Purchaser and the Entitled Person be different from each other, the Ticket Purchaser must send the new barcode to the Entitled Person. The liability of Sziget is excluded in this regard.

V. Full Refund

The Full Refund may be claimed by filling, during the Disposal Period, the typeform applied by Sziget. The e-ticket number under the barcode of the Pass and a contact e-mail for further data reconciliation must be added to the typeform. In case of paying in instalments, the "Payment transaction ID" must be added instead of the e-ticket number. (The Payment transaction ID is listed in the „Payment details" which is contained by the electronic mail Purchase confirmation – first instalment.)

The accommodation linked to the Pass by the Entitled Person claiming for Refund will be fully refunded, so in the event the accommodation might have been used by more than one person, the respective persons shall take care of their new accommodation. The person claiming for Full Refund must inform the respective persons on the foregoing. The liability of Sziget is excluded in this regard.

In case of a Full Refund, the Purchase Price of the Sztizen Prime Kit purchased for the Pass will be also refunded (provided that the Pass is not a Sztizen Prime Pass). In an event of this, the entitlement to the Sztizen Prime Package shall be lost and the Sztizen Prime Prize cannot be used because of not attending at the Event.

The amount of the Full Refund is the Purchase Price of the Pass/Service.

The barcodes linked to the Passes/Services concerned by the Full Refund will be invalidated.

VI. Joint rules of the Refund

Sziget shall provide information on the possibility of the Refund via electronic mail to be sent to the Ticket Purchaser and on its home page. The information shall contain the link to the typeform applied by Sziget for the purposes of the Refund. The typeform is available here: <https://form.typeform.com/to/I0nkMyJz>

The Refund shall be performed within 15 days after the end of the Disposal Period. If any data is missing for the fulfilment of the Refund, Sziget shall be perform the Refund within 15 days after the receipt of the missing data.

The Refund shall be performed as follows:

- (i) The Refund shall be credited to the bank account belonging to the bank card used for the purchase of the respective Pass/Service if the Pass/Service was purchased by bank card, so therefore, the Refund will be performed only to the Ticket Purchaser in this case.
- (ii) If an OTP SZÉP Card, MKB SZÉP Card, K&H SZÉP Card or Edenred Card has been used for the purchase of the Pass/Service, the Refund shall be credited to the respective SZÉP Card or Edenred Card account, so therefore, the Refund will be performed only to the Ticket Purchaser.

The Refund shall be deemed as performed if the amount thereof (i) has been deducted from Sziget's bank account for the purpose of Refund on the basis of the transaction data of the original purchase (ii) has been paid - in cases determined in the present Refund Policy - to the designated bank account (iii) has been credited to the bank account of the provider of SZÉP Card or Edenred Card account (iv) has been credited to the bank account of the ticket distributor Contracted Partner.

If the Pass is purchased by paying in instalments, the Partial Refund will be performed within 15 (fifteen) days after the receipt of the last instalment.

In an event of opting for Full Refund with respect to the Pass/Service purchased by paying in instalments, Sziget shall refund the already paid instalment(s) and handling fee(s).

If any banking detail which is required to perform the transaction is not available, Sziget shall contact the Entitled Person claiming the Refund for the provision of the bank account number/IBAN and the name linked to such bank account number/IBAN.

If the bank account belonging to the bank card used for the purchase of the Pass/Service has been terminated in the meantime, then the amount of the Refund is being kept by the bank that has previously held the terminated bank account and the payment thereof shall exclusively be requested from the respective bank. Sziget's liability is excluded in this regard.

If the bank card used for the purchase of the Pass/Service has been expired or has been changed in the meantime, then the amount of the Refund is being kept by the bank held the bank account belonging to the previous bank card and the payment thereof shall exclusively be requested from the respective bank. Sziget's liability is excluded in this regard.

In the event the Entitled Persons and the beneficiary of the credited account are different persons, it is their sole obligation to settle accounts with each other. Sziget's liability is excluded in this regard.

If the Pass/Service has been sold by a ticket distributor Contracted Partner, the provisions of the refund shall be determined by the terms and conditions applied by such Contracted Partner. Sziget shall perform the Refund to the ticket distributor Contracting Partner and the ticket distributor Contracting Partner shall take care of the refund to the Entitled Person. In an event of this, it is the ticket distributor Contracted Partner's sole obligation to settle accounts with the entitled person. Sziget's liability is excluded in this regard.

The Privacy Notice related to the Refund is forming Annex 3 hereto.

Annex 1

Pass

Full Festival Pass

Szitizen Prime Full Festival Pass

Full Festival VIP Pass

Szitizen Prime Full Festival VIP Pass

Annex 2

Service

Moving-in ticket
Caravan Camping
Park Camping
Siesta Camping
Sziget Ville Camping
Giant area for your Caravan
Mid area for your Caravan
Small area for your Caravan
Hostel room for 2 Persons @Marton Áron Hostel
Hostel room for 4 Persons @Marton Áron Hostel
Pre pitched tent for 2 Persons @Park Camping
Pre pitched tent for 4 Persons @Park Camping
Pre pitched tent for 2 Persons @Siesta Camping
Pre pitched tent for 4 Persons @Siesta Camping
Bell tent for 2 Persons @Sziget Ville Camping
Bell tent for 3 persons @Sziget Ville Camping
Bell tent for 4 persons @Sziget Ville Camping
The Boss for 6 Persons @Sziget Ville Camping
Comfort Igloo for 2 Persons @Sziget Ville Camping
Comfort tent for 2 Persons @Sziget Ville Camping
Eden Igloo for 2 Persons @Sziget Ville Camping
Fancy Cabin for 2 Persons @Sziget Ville Camping
Love Cabin for 2 Persons @Sziget Ville Camping
Pre pitched tent for 2 Persons @Sziget Ville Camping
Pre pitched tent for 4 Persons @Sziget Ville Camping
The Queen for 2 Persons @Sziget Ville Camping
The Rose for 2 Persons @Sziget Ville Camping
The Who for 2 Persons @Sziget Ville Camping
Wooden Hut for 4 Persons @Sziget Ville Camping
Wooden Twin Hut for 2 Persons @Sziget Ville Camping
Wooden Twin Hut for 4 Persons @Sziget Ville Camping
Sztizen Prime Kit

Annex 3

Privacy Notice

During claiming the Refund, you necessarily provide personal data, which we will process in accordance with Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: “**Privacy Act**”), Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: “**GDPR**”), as well as Act V of 2013 on the Civil Code (hereinafter: “**Civil Code**”). In compliance with the requirements of the above referenced laws, we would like to inform you about the details of the processing of your personal data and your relevant rights.

The Controller	Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság (Sziget Cultural Management Private Company Limited by Shares, H-1033 Budapest, Hajógyári sziget hrsz. 23796/58, company registration number: 01-10-049598, tax number: 26189905-2-41, email address: dpo@sziget.hu ; hereinafter referred to as “ Controller ”).
The data protection officer’s contact details:	Data protection officer: Balázs Takács Mailing address: H-1033 Budapest, Hajógyári-sziget hrsz: 23796/58. Email: dpo@sziget.hu
Personal data to be processed	a) e-mail address b) bank account number if the banking details necessary for the performance of the Refund are not available c) name belonging to the bank account if the banking details necessary for the performance of the Refund are not available
Purpose of processing	Keeping contact, performance of the Refund with regards to the change of the date of the 2023 Sziget Festival
Duration of processing	The data will be processed for 5 (five) years after the Performance of the Refund as determined by the Refund Policy of the Controller. In accordance with Paragraph 2 of Section 169 of Act 100 on Accounting (hereinafter

	<p>“Accounting Act”) the bank account number and the name belonging to the bank account will be processed for 8 (eight) years after performing the transaction.</p>
<p>Legal basis for processing</p>	<p>Performance of a contract under Point b) of Section 6 of the GDPR.</p> <p>The further legal base for processing the bank account number and the name belonging to the bank account is compliance with a legal obligation under the Accounting Act to which the Controller is subject pursuant to GDPR Article 6 Paragraph 1 c).</p>
<p>Transfer</p>	
<p>Personal data are processed by the employees of the Controller to achieve the abovementioned purpose.</p> <p>In order to be able to perform the Refund, it is necessary to implement a questionnaire application, in which the e-mail address as data is being processed, to carry out this, the Controller applies the following entity: TYPEFORM SL (Carrer Bac de Roda, 163, local, 08018 - Barcelona, Spanish tax number: B65831836, e-mail: support@typeform.com) Further to this, TYPEFORM SL shall be a separate data controller, you may reach its privacy policy via this link: https://admin.typeform.com/to/dwk6gt/</p> <p>In addition to the above, the Controller does not transfer your personal data to third country, international organization.</p>	
<p>Rights, legal remedies, complaints</p>	
<p>Pursuant to the GDPR, you may request access to the personal data and may request information about data processing (which will be provided by the Controller within no more than 30 days), may request rectification of personal data (except for audio and visual recordings, due to their nature) or their erasure (to the extent this is reasonably possible and such erasure does not affect the lawfulness of processing based on consent before its withdrawal), or the restriction of data processing.</p> <p>If you feel that the Controller has violated any of the legal provisions applicable to data processing, please contact us first, using any of the above contact information, or at the following email address: dpo@sziget.hu. If this proves to be unsuccessful, you may initiate a proceeding with the Hungarian National Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság, NAIH, seat: Hungary, H-1055 Budapest, Falk Miksa utca 9-11.; mailing address: 1374 Budapest, Pf. 603.; email: ugyfelszolgalat@naih.hu) or seek judicial remedy. (In all other matters, sections 14 to 23 of the Privacy Act and articles 15, 17, 18 and 21 of the GDPR will apply.)</p>	