

## TERMS OF USE

regarding the general conditions of registration on the [www.szigetfestival.com](http://www.szigetfestival.com), [www.volt.hu](http://www.volt.hu), [www.balatonsound.com](http://www.balatonsound.com), and [www.gourmetfesztival.hu](http://www.gourmetfesztival.hu) websites owned by **Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság** (Sziget Cultural Management Private Company Limited by Shares, H-1033 Budapest, Hajógyári-sziget, topographical number: 23796/58, company registration number: 01-10-049598, tax number: 26189905-2-44, hereinafter: **Sziget**) and on the official mobile application of Sziget Festival, Telekom Volt Festival, Heineken Balaton Sound Festival and MBH Bank Gourmet Festival (hereinafter: **Platforms**), as well as the use of the user account.

### 1. General information

Anyone over the age of 16 (hereinafter: **User**) is entitled to register on any of the Platforms and to manage the user account. Registration is not conditional upon the User having an entry ticket to one of the festivals organised by Sziget and mentioned in these Terms of Use.

If the User performs the registration on one of the Platforms using a specific device (computer, mobile phone), the registration will be valid for all Platforms available on the given device. This means that the User will log in to all applications and websites of Sziget with a single login and will be able to connect to all digital solutions operated by Sziget with a single user account.

The User is not required to register in order to be able to attend the events of Sziget.

For the interpretation of the present Terms of Use, „ticket” shall mean a certificate verifying a claim for a wristband at the event organised by Sziget and a certificate verifying a claim for a service which is made available by Sziget at, or in relation to the event.

### 2. Registration / Creation of user account

There are three options for registering on the Platforms and, thus, to create the user account:

- I. For registration, the User must provide his or her already existing, valid email address and an arbitrarily chosen password, and must agree to the privacy policy related to the creation of the user account and these Terms of Use by active conduct (checking), and also check that he or she is over the age of 16.
- II. It is possible to register via a Facebook profile, in the course of which the User will have to provide his or her email address and password related to his or her Facebook profile, and must agree to the privacy policy related to the creation of the user account and these Terms of Use by active conduct (checking), and also check that he or she is over the age of 16.
- III. It is also possible to register via a Gmail account, in the course of which the User will have to provide his or her email address and password related to his or her Gmail account, and must agree to the privacy policy related to the creation of the user

account and these Terms of Use by active conduct (checking), and also check that he or she is over the age of 16.

If a refund will be provided under the GTC applied by Sziget and such refund will be performed through the user account, it is also necessary to agree to the refund policy of Sziget for the creation of user account.

After provision of the personal data, agreeing to the privacy policy, these Terms of Use and, if applicable, the refund policy, checking the boxes relating to age and clicking the button approving the registration form, and provided that the User completed the registration in accordance with Section 2.I, Sziget will send a verification link to the email address provided. By clicking the link, the User can indicate that he or she indeed wishes to create the user account concerned. If the verification email was not received at the email address provided by the User, the User may request that it be resent by clicking the “resend” button on the page appearing after logging in to the user account on the website of the festival concerned. The new email will be sent within 24 hours to the User’s email account associated with the email address previously provided by the User.

After clicking the button approving the form for providing the personal data, the user account will be created, but the User will not be able to manage his or her tickets until he or she clicks the verification link.

In order to avoid abuses, Sziget recommends the use of a password with a higher security level (containing both numerals and letters) during registration, and that the password be kept in secret. If the User forgets the password associated with his or her user account, he or she may initiate the setting of a new password using the button appearing on the login interface of the user account. In this case, the system will send a unique confirmation link to the email address provided. After opening the confirmation link, the User will be able to set a new password on the interface appearing, which will replace the previous password.

If, on a given website, the User has consented to his or her profile picture used at the given website appearing at other websites and platforms, such profile picture may automatically appear during the User’s registration.

In the case of registering using a Facebook profile, Sziget will not publish posts in the Facebook profile concerned, and the personal data provided during registration will not be published on Facebook in any form either.

Sziget will not be liable for any abuse arising due to the User choosing an inappropriate password, making his or her password available to third parties, or due to the password otherwise becoming available to third parties. Sziget will not be liable for any damage resulting from the User’s negligence (in particular, but without limitation: if another person can access the device on which the email address and password is saved; the User leaves the device unsupervised without logging out; the User chooses a password that is easy to figure out) or the security deficiencies and defects of Facebook or Gmail.

Sziget will not be liable for any abuse arising due to the User making his or her Facebook/Gmail ID/password available to third parties, or because the password otherwise became available to third parties. Sziget will not be liable for any abuse caused by the User's account becoming in any way accessible to third parties.

If the User forgets his or her Facebook/Gmail ID/password and, as a result, his or her user account becomes inaccessible, the policies of Facebook/Gmail will apply to the resetting of the password or requesting a new password; Sziget will not have any influence over these, and will not be liable for any damage arising therefrom.

Sziget wishes to draw the User's attention to the fact that in the case of registration via Facebook/Gmail, if the User deletes his or her Facebook/Gmail profile, his or her user account linked to the Platforms will also become inaccessible, and Sziget will not be liable for any damage resulting therefrom.

### **3. Use of the user account**

#### **3.1. Ticket management**

##### **Linking the ticket to a user account**

If the User purchased any ticket prior to registration, these tickets will appear when the User first logs in to the user account after registration, provided that the User purchased an online or physical ticket sold via the system operated by Sziget itself. Even then, the tickets will only appear in the User's user account if the User provided the same email address during registration as the one provided at the time of purchase. From among the tickets displayed, the User can select the ones he or she wishes to link to his or her account in order to be able to manage them more easily. If the User purchases a ticket after registration, those set out above in this paragraph will apply, i.e. the tickets purchased (subsequently) will be displayed when the User first logs in to the user account after registration. If the User does not complete the linking when he or she first logs in after purchasing the ticket, he or she can link the ticket to the user account at any time by providing the serial number of the ticket. The User may also link tickets not purchased online. To do so, he or she will also have to provide at the designated interface the serial number displayed below the QR code on the ticket. If the ticket has already been linked to the user account of someone else, the User will receive a notification of this. In this case, the person possessing the ticket has to be notified in order to delete the ticket from his or her user account or in order to transfer it.

If the User and the ticket purchaser are different persons or the User used a different email address when purchasing the given ticket, an email notification on the linkage shall be sent to the ticket purchaser's email address used for the purchase, provided it is known by Sziget. The ticket purchaser shall have the right to object against the linking of the ticket within 7 (seven) days from the receipt of the notification by sending an e-mail to Sziget's helpdesk. If the ticket purchaser fails to do so, the linking of the ticket to the respective user account becomes final, and the ticket purchaser is no longer entitled to dispose of the ticket. In case of an objection in time Sziget shall cancel all preceding disposals regarding the ticket and remove the ticket

from the user account, and the resolution of the dispute shall be the sole responsibility of the parties (User and ticket purchaser) involved. Sziget's liability is excluded in this regard.

The linking of the ticket to the user account provides appropriate protection against unauthorised use of the ticket in case the User's email account is hacked and third parties access the email stored therein containing the ticket, given that a ticket already linked to an account cannot be linked to another account.

It is important to note that a ticket providing entry to a specific festival can be managed by the User on the website of the given festival only.

### **Downloading the ticket**

The User may download the online or physical tickets sold via the system operated by Sziget to the Wallet application (if it is available on the device of the User) or in PDF format.

### **Transfer of the ticket to a third party**

Online or physical tickets linked to the user account – provided that they have been purchased via the system operated by Sziget itself – can be transferred to a third person, in which case the User has to provide the email address of the person to whom he or she wishes to send the ticket(s), and select the ticket(s) to be sent. In addition, the User must specify an arbitrarily chosen name for the third party so that the User can more easily differentiate between the tickets sent to the recipients. Sziget would like to note that the User should not provide a real name (consisting of a first and last name) here. The person specified by the User will be sent an email by Sziget to the email address specified by the User, informing him or her that one or more tickets have been sent to him or her. The third party has to have a user account in order to be able to accept the ticket(s). If the third party does not have a user account yet, he or she will have to create one in order to be able to accept the ticket(s). When the person having a user account accepts the ticket(s) sent to him or her, they are concurrently removed from the sending party's profile. Tickets sent can be accepted by opening the link displayed in the notification email. If the third person fails to accept the ticket(s) within 7 calendar days after they are sent, the ticket(s) will not be removed from the User's user account.

With this transfer the User waives the right of disposal regarding the ticket. Instead of the transfer herein the User may delete a ticket from the user account and therefore make it possible to have it linked to a different user account.

If the User has transferred the ticket(s) to the wrong person by mistake, and that third person accepts the ticket(s), please contact the customer service of Sziget at one of the contact addresses indicated on the website of the event in order to invalidate the ticket(s). The customer service of Sziget will send a new ticket to the User's email address instead of the invalid ticket. The ticket may only be invalidated by a person who purchased it from a vendor who sold it online or physically via the system operated by Sziget.

It should be noted that the person sending the ticket may still have the original copy of the ticket after acceptance, due to the fact that when purchasing a ticket online, the ticket is sent to the ticket purchaser's email account.

If the sending party withdraws his or her intention to send the ticket after it has already been transferred, then, upon clicking the link for acceptance, the receiving party will be informed that the link necessary for accepting the ticket is invalid and can no longer be used. In this case, the sending party will be able to use the ticket, and it will remain valid.

### **Marking a ticket for sale**

After clicking the “mark for sale” button under the “manage tickets” menu items, the User will be able to mark for sale those tickets from among the ones already linked to his or her user account that may be sold commercially. After completing this action, the ticket may be sold on the website of an official partner of Sziget (hereinafter: Partner) who is authorised to provide a platform for the resale of purchased tickets on its website. Accredited tickets may not be marked for sale. If a ticket has already been linked to a user account, it may not be sold on the Partner’s website by any person other than the User.

### **3.2. Provision of account data, uploading profile photo**

The User may provide his / her following personal data in the user account: last name, first name, country, postal code, city, address, telephone number. In an event of provision of such data, when making an online purchase through the user account, the User may opt for the use of the data provided in the user account (comfort function). If the User has not provided the account data prior to the purchase, he / she may, during the purchase process, opt for storing in the user account the data provided for the ticket purchase (comfort function). The account data may be anytime modified or deleted by the User.

The User may upload his / her profile photo to the user account (user experience increasing function). The profile phot maybe changed or deleted anytime.

### **3.3. Marking as favourite, programme guide**

For Telekom Volt Festival, Heineken Balaton Sound Festival and Sziget Festival, the User may mark performers appearing at these festivals as favourites by clicking the star icon displayed on the performer’s photo. The User can view all performers marked as favourite on the interfaces of the application or the website listing the performers. In addition, the official mobile applications of the festivals specified in this paragraph will send notifications prior to the start of the performances of the performers marked as favourite at the festival. The User may specify how long before the performance the system should send the notification regarding the start of the performance. The User may turn off the notification function at any time.

With regard to the MBH Bank Gourmet Festival, the User may mark foods as favourite by clicking the heart icon on the photos of the foods. The User may view all foods marked as favourite in a single place by clicking the heart icon displayed at the upper right corner of the website.

The “mark as favourite” function is also available to persons who do not have a user account.

### **3.4 Boarding pass**

The User may convert his or her ticket(s) (even for more than one of the festivals specified in these Terms of Use) into a single electronic document – called a boarding pass – by clicking the “download boarding pass” button. In this case, the User will be able to use even multiple entry wristbands and services by presenting a single QR code. Accordingly, if, for example, the User purchased a ticket to all festivals specified in these Terms of Use and linked them to his or her user account, the User will be entitled to enter all festivals in accordance with the contents of the ticket by presenting a single QR code.

### **3.5. Festipay Payment Chip**

The User may register and top up the Festipay Payment Chip in the user account in accordance with the relevant User’s Guide.

The User’s Guide applicable to MBH Bank Gourmet Festival is available here: <https://gourmetfesztival.hu/en/policy-gctc/>

The User’s Guide applicable to Heineken Balaton Sound Festival is available here: <https://balatonsound.com/en/policy-gctc>

The User’s Guide applicable to Sziget Festival is available here: <https://szigetfestival.com/en/policy-gctc>

## **4. Deletion of the user account**

The User may delete his or her user account at any time by clicking the “Delete account” button displayed in the user account. If the User has already created a boarding pass, such pass will become invalid concurrently with the deletion of the account, which means that it cannot be used for the festival specified in these Terms of Use anymore.

If the refund is not completed at the time of deletion of the user account, then the provisions of the refund policy in effect shall also apply.