

# **SZIGET CULTURAL MANAGEMENT PRIVATE COMPANY LIMITED BY SHARES GENERAL TERMS AND CONDITIONS FOR CONTRACTS WITH PERFORMERS**

effective as of December 21, 2021

## **1/ THE PURPOSE OF THE GTC**

The purpose of these General Terms and Conditions (hereinafter “GTC”) is to govern the general conditions of the legal relationship between Sziget Cultural Management Private Company Limited by Shares (Hajógyári sziget, lot number: 23796/58., 1033 Budapest, Hungary, registration number 01-10-049598, hereinafter “Sziget”) and the performers performing live at festivals, events (hereinafter: Event) organized by Sziget, including the companies representing these performers (the performers and these companies are hereinafter collectively referred to as the “Performer(s)”) clear and in an accessible way.

## **2/ THE SUBJECT OF THE GTC**

This GTC regulates in details the general conditions of the legal relationship established by and between Sziget and the Performers entering into a contractual relationship with Sziget, the rights and obligations of Sziget and the Performers, as well as other relevant circumstances and requirements related to the performance.

## **3/ THE PERSONAL SCOPE OF THIS GTC**

The personal scope of this GTC shall include Sziget and all Performers who enter into a contractual relationship with Sziget on the basis of a specific performer agreement (hereinafter “Specific Agreement”), including the members and technical staff of the performing band and any companies or agents entering into an agreement with Sziget on their behalf. The GTC and the Specific Agreement are hereinafter collectively referred to as Performer Contract.

Prior to signing the Performer Contract, Sziget shall make a copy of this GTC available for the Performers for reading and acceptance. Sending a link pointing at the site where this GTC is published shall be also considered as if a copy of this GTC is made available.

The Performers shall declare that they have accepted the provisions of this GTC in the Specific Agreement.

## **4/ TERM OF THIS GTC**

This GTC becomes effective on the day indicated hereabove and its provisions shall apply to all Performer Contracts concluded from this date.

## **5/ PERFORMER FEE**

The Performers’ performer fee set forth in the Performer Contract shall include all possible costs relating the performance, unless the Parties agree differently in the Specific Agreement. The Performers shall not have any further claim that may give rise to additional expenses on

Sziget's side. The performer fee shall be paid by Sziget to the Performer after the performance – if the Performers perform according to contract – by bank transfer within fifteen days after the receipt of the Performers' invoice, or in the way agreed upon beforehand in the Specific Agreement. Sziget shall be invoiced as Sziget Kulturális Menedzser Iroda Zrt. (Hajógyári sziget, hrsz. 23796/58., 1033 Budapest, Hungary), Tax number: 26189905-2-44

The Performers acknowledge that the performer fee shall be payable only if the set-list is communicated in writing to Sziget before the performance. Sziget uploads the aforementioned set-list to the webpage of Artisjus.

## **6/ TECHNICAL CONDITIONS**

The Performers' rider containing the technical conditions shall be attached as Annex 2 to the Specific Agreement. Sziget may unilaterally modify this rider according to the Event's facilities and undertakes to provide the technical conditions in the rider. Unless the Performers' rider attached to the Specific Agreement specifies otherwise, the Performers' shall bring their musical instruments (drums, cymbals, basic equipment) with them at their own expense.

## **7/ VOLUME**

The Performers shall proceed according to the instructions of Sziget and its stage manager and keep the rules concerning the volume limit allowed. The Performers acknowledge and comply with the instructions pertaining to volume output.

## **8/ PROMOTION AND PRESS**

8.1 The Performers shall be obliged to hand over to Sziget at least 90 days prior to the performance:

(i) a track in mp3 format for promotion; (ii) performer photo at least in 300 dpi resolution (700x466, landscape); (iii) vector-graphic logo, if applicable; (iv) performer biography and a written promotion for the concert; (v) a video for promotional use, if applicable.

Sziget may, but shall not be obliged to use these materials freely – but with the designation of the performer - without providing any consideration to the Performers in the course of its promotional activity, primarily on its webpage and on the event's promotional materials (especially on leaflets, posters, T-shirts, stickers).

8.2 The Performer shall be obliged to be available for dedication at an agreed date and to participate in a press interview. The performer fee is determined in the light of this undertaking, failure to obey is a material breach of contract.

8.3 The Performers shall be obliged to promote the performance in every possible way, especially on concerts and to encourage their audience to visit the concert at Sziget's Event. Therefore, the Performers shall publish the details of the performance, at least twenty-one working days before its due date, via their homepage, newsletter, other available Internet

interfaces, and Facebook pages, as applicable. A default on the Performers' side in fulfilling these promotional obligations shall be considered as a material breach of contract.

## **9/ SPONSORS, DECORATION**

Sponsor materials, decoration may only be placed on the stage or in the area of the Event after receiving a prior written approval from Sziget. The Performers acknowledge that all advertising surfaces related to the performance are under the disposal of Sziget and they shall not be removed for the duration of the Performer's concert. Sziget may grant appearance on these surfaces to third parties at its own discretion. The Performers may not, without a prior written approval from Sziget, grant appearance to their own sponsors, or mention them at, or in relation to the Event.

## **10/ MERCHANDISING**

Sziget provides the opportunity to sell the Performers' merchandising materials (CDs, T-shirts, etc.) at the event with the following conditions:

(i) the Performers shall indicate in writing their intention to sell merchandising simultaneously with signing the Performer Contract but at least 60 working days prior to the performance; (ii) the Performers may only sell merchandising on the day of the performance; (iii) the sale may only take place at the central Sziget Merchandising Shop, behind the main stage, with the provision that the Performers shall be obliged to conclude a separate agreement for the terms of sale with the third party operating the Shop.

In case the Performers fail to fulfill any of the conditions defined above, Sziget may prohibit the right of sale and may oblige the Performers to cease their merchandising activity without any delay.

## **11/ BROADCAST**

Sziget shall be entitled to record and broadcast the performance, or to make it available for the public in any other way (by recording image and voice [especially Internet streaming], either simultaneously with the performance or subsequently, including the case when the performance is made available to the public in a way that the members of the public can individually select the place and time of access). Sziget shall have the right to copy the recorded performance and to transfer the rights written hereinbefore to third parties, and also to use, for its own promotional purposes the recorded image and sound, without any limitations whatever in space or time. In addition to the foregoing, Sziget may use one song from the Performers, to be chosen by Sziget, for its own promotional purposes (including promoting Sziget, the Performers' performance at the event, or the event itself, either beforehand or as the part of an aftermovie), without any limitations whatever in space or time. By signing the Specific Agreement the Performer shall consent to all kind of use written hereinbefore. If in the case of a broadcast a royalty payment is mandatory by law, it shall be paid by the media broadcasting the performance.

## **12/ IDEOLOGY**

The Performers shall respect Sziget's basic values on-stage. In case of verbal discrimination on the basis of religion, sex, race, or ethnics, or inciting hatred, applying autocratic symbols, Sziget has the right to terminate the performance with immediate effect, and/or to claim from the Performers in an amount equal to their fee contractual penalty for defective performance, and to oblige the Performers to public apology.

## **13/ SAFETY PROVISIONS**

13.1 The Performers shall secure that both their members and staff complies, before, during, and after the performance with Sziget's safety provisions, its General Terms and Conditions pertaining to Event visitors, and the Policy of the given Event, as accessible at <https://szigetfestival.com/en-int/policy-gctc>.

13.2 The Performers warrant that their members and staff shall not be under the influence of alcohol, drugs, or any other substance that may endanger the security of the performance. The Performers undertake sole and exclusive legal and financial liability for damages, fire, and personal injuries that they may have caused. The Performers shall be obliged to report accidents simultaneously with notifying Sziget about it. Performers and their agents are obliged to have accident insurance.

## **14/ COOPERATION**

14.1 Sziget and the Performers shall closely cooperate with each other in relation to the performance and refrain from any behavior that would violate the interests of the other party. Moreover, they shall be obliged to notify each other about all circumstances that may impede their contractual performance hereof and, if possible, they shall proceed to remedy them at their own discretion.

14.2 The Performers shall fully and strictly keep the provisions of Hungarian law, the judicial and other official resolutions, regulations, norms, and other rules pertaining to them, and also the provisions of any contract concluded with third parties in connection with this legal relationship. The Performers shall be liable towards third parties in case of a breach of any of these obligations. The Performers shall indemnify Sziget if any authority or third party enforces a claim against Sziget in connection with the Performers' activities (including entering into lawsuits and official proceedings on Sziget's side), and shall do everything possible to keep Sziget harmless from such claims.

14.3 It is forbidden to Sziget and the Performers to engage in any activity or practice that may damage the other party's reputation, economic interest.

14.4 Sziget shall provide a dressing room to the Performers which shall be shared by all performers at the event.

## **15/ DAILY TICKETS AND CAR PASS**

Sziget shall provide the Performers with a number of non-transferable daily tickets corresponding to the number of their members and technical staff, moreover based on prior consultation maximum one car pass which may be obtained by the Performers at the gate of the event, not earlier than five working days prior to the commencement of the event and not later than three hours before the commencement of the performance. Sziget shall only be responsible for granting admittance to the persons who are closely related to the Performers' performance, thus to the performance of the contract and whose names are given to Sziget within eight days after signing the Performer Contract. The Performers shall purchase the tickets of those persons whose names are not given in due time.

## **16/ COMMUNICATION**

16.1 Sziget and the Performers shall ensure continuous email, postal, and telephone availability, and shall answer the electronic or postal mails without delay.

16.2 Sziget and the Performers shall deliver their statements and documents, unless the law specifies otherwise, primarily via electronic way by sending them to the email address of the other party, and exceptionally via postal service, or by personal delivery with acknowledgment of receipt by the other party. The documents sent via electronic way shall be deemed as delivered by their arrival, regardless of the fact of its opening. Statements and documents sent via postal service shall be deemed as delivered on the day of the attempt of the delivery if the addressee denies the reception. In case the delivery was inefficient because the addressee did not look for the document (the document was sent back to the sender with a sign that indicates that the delivery was inefficient because of a reason for which the addressee is at fault) it shall be considered as delivered on the fifth working day after the second attempt of delivery unless proven otherwise. Statements and documents sent shall be deemed as delivered (communicated) if the delivery failed (it comes back to the sender with the report of error, or the sign "moved to unknown address") because the email address (notification address) of the addressee has changed or the email address is not accessible for more than three days, without the prior notice to the other party about the change of the address.

16.3 Regarding the need of continuous cooperation between Sziget and the Performers they shall be obliged to inform each other without any delay about any change in their data indicated in the Performer Contract.

## **17/ BREACH OF CONTRACT**

17.1 Sziget may terminate the Performer Contract if

(i) the Performers are not in the condition to give a concert; (ii) the Performers' production harms the reputation of Sziget or the Event; (iii) the Performers do not comply with the laws and official regulations pertaining to noise limits and emission.

17.2 In case the performance starts with a delay due to the Performers, or the Performers are late, contrary to those written in the Performer Contract or the instructions of the stage manager, or end the performance later than the time indicated, Sziget shall deduct from their fee, for each ten minutes of delay, a contractual penalty for defective performance equal to twenty percent of the performer fee, and Sziget may also turn off the sound and lighting devices ten minutes after the indicated ending time.

17.3 Sziget may terminate the Performer Contract if the Performers are in breach of any essential obligation set forth in the Performer Contract (including this GTC).

17.4 In case the performance is cancelled because of a reason attributable to the Performers, the Performers undertake the obligation to pay a cancellation penalty equal to their fee to Sziget within three days after the performance is cancelled. The case of force majeure, or that of a well-founded medical reason shall be considered to be an exception, of which the latter shall be proved by a medical certificate.

17.5 Both Sziget and the Performers may terminate the Performer Contract not later than thirty days prior to the date of the performance without any legal consequences. If the performance is cancelled within this thirty-day deadline, the cancelling party shall pay to the other Party forfeit money that is equal with 50% of the performer fee and also obliged to repay the advance paid until the day of the cancelling.

17.6 If the Performers are hindered on their trip to the event (especially by an accident or a technical failure) they shall notify the stage manager without delay.

17.7 If the Event is cancelled due to war, insurrection, terrorist act, work strike, import or export ban, accident, fire, blockade, floods, natural disaster, storm, energy disruption, pandemic, traffic disorder, official act, or other unforeseeable circumstance that falls outside the parties' competence then Sziget shall be released from its obligation under the Performer Contract and neither shall it be obliged to pay performer fee or any other compensation to the Performers. The same shall also apply if the Event is not held upon a prohibition by law or an authority or the decision of Sziget, each passed with an eye on the COVID-19 situation.

## **18/ EXCLUSIVITY**

The Performers cannot undertake to perform at the festival, event indicated in the Performer Contract during the term of the event, festival without the prior written approval of Sziget, otherwise Sziget shall be entitled to terminate the Performer Contract with immediate effect and demand an amount equal to the performer fee as penalty for defective performance..

## **19/ CLOSING PROVISIONS**

19.1 Sziget and the Performers agree to resolve their disputes amicably, through negotiations. If this fails, however, the II. and III. district courts of Budapest or the regional court of Székesfehérvár shall have exclusive jurisdiction for legal disputes.

19.2 For the legal relationship between Sziget and the Performers the provisions of the Hungarian law shall prevail, in the respect of both the material and the procedural law. For matters not regulated herein or in the Specific Agreement the regulations of the Hungarian Act 5 of 2013 on the Civil Code shall apply. In the event of contradiction between the GTC and the Specific Agreement the latter shall prevail.

19.3 This GTC was written in Hungarian, although its English version is also accessible. In the event of contradiction between Hungarian and English version, the Hungarian language version shall prevail.