

GENERAL TERMS AND CONDITIONS

for Sziget Cruisin Boat Party

Effective from: 21th of January, 2024

The present General Terms and Conditions (hereinafter referred to as the GTC) define the rights and obligations of the Organiser and the Visitors in relation to the **Sziget Cruisin Boat Party** (hereinafter referred to as the Event) organised and hosted by **KÉK PADLIZSÁN Kereskedelmi és Vendéglátóipari Korlátolt Felelősségű Társaság** (hereinafter referred to as the Organiser), in relation to the purchase of tickets and other products and services, and the legal relationship between the Organiser and the Visitors; and the general conditions for the participation of Visitors in the Events and the rights and obligations of the legal relationship between the Island and the Visitors.

1. Definitions:

- 1.1. **Event:** event entitled as '**Sziget Cruisin Boat Party** organized in connection with the Festival and the services related thereto.
- 1.2. **Organiser:** KÉK PADLIZSÁN Kereskedelmi és Vendéglátóipari Korlátolt Felelősségű Társaság (registered office: 1073 Budapest, Akácfa utca 51.; company registration number: 01 09 903087; tax number: 14420322242; authorized representative: Bankó Ákos managing director).
- 1.3. **Visitor:** any natural person of legal age with full legal capacity or any incapacitated person or one with limited legal capacity under the supervision or guardianship of a natural person of legal age with full legal capacity who takes responsibility for such person.
- 1.4. **Festival Organiser:** Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság. The registered office of Sziget is 1033 Budapest, Hajógyári-sziget, hrsz. 23796/58. Sziget's company registration number: 01-10-049598. Sziget's tax number: 26189905-2-41
- 1.5. **Ticket:** a (digital or printed) certification that ensures entrance to the Event as well the attendance thereof, which is purchased from the Festival Organiser or from the contracted vendor thereof or acquired from a third person by transfer, and which will be exchanged to a wristband by the Organiser.
- 1.6. **Wristband:** affixed to the Visitor's wrist by a person acting on behalf of the Organiser after the Ticket has been presented, which is the sole proof that the Visitor is entitled to enter and remain at the Event for the entire duration of the Event.
- 1.7. **Venue of the Boat/Event:** **EURÓPA BOAT** as the venue of the Event, as well as the tools (e.g.: ramp, berth, pier, etc.) that are used for embarking and disembarking visitors thereto.

- 1.8. **Persons acting as the representatives of the venue of the Boat/Event:** persons acting as the representatives of EURÓPA RENDEZVÉNY IRODA Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság [in English: EURÓPA EVENT OFFICE Commercial and Service Provider Limited Liability Company] (seat: Radnóti Miklós utca 40, HU-1137 Budapest, company registration number: 01-09-904220; tax registration number: 11944540-2-41; statistical code: 11944540-7912-113-01).
- 1.9. **Duration of the event:** between 12.00-18.00, 07-12th of August, 2024.
- 1.10. **House Rules:** the document that contains the detailed rules pertaining to the entry into the events, as well as to the attendance thereof.

2. Conditions to be met for the attendance of the events:

- 2.1. Visitors may enter the Event within the time frames and conditions that are specified by the ticket that was purchased thereby to any day during the Event.
- 2.2. Visitors may travel to and from the Event individually or by the pickup service that will be provided by the Festival Organiser. The pickup service will not be subject to the rules that are related to the Event.
- 2.3. On entry, visitors will submit themselves to the entry process that is lawfully applied with regards to the Event.
- 2.4. When Visitors enter the Event, the tickets purchased thereby will be checked by the Organiser. The purchased ticket will be exchanged for a wristband by the Organiser upon entry.
- 2.5. The wristband must be worn at all times during its validity. The Wristband is not transferable after use.
- 2.6. The Wristband is valid only for the day of the Event and cannot be used on any other day of the Event. Tickets purchased for any day must be exchanged by the Visitor for a specific day by 31 May 2024. The Festival organiser will inform the Visitor of the procedure for doing so. If the Visitor fails to make a declaration by 31 May 2024, the Festival organiser shall be entitled to exchange any tickets for a specific day and shall inform the Visitor accordingly. The Festival Organiser is entitled to contact the Visitor in this regard.
- 2.7. Visitors will attend the event under their own responsibility; they must obey the instructions of the persons who represent the Organiser or the Boat, and they must keep the regulations and House Rules thereof.
- 2.8. Visitors will not be entitled to take any alcoholic drinks, food, tobacco products with commercial quantity, firecrackers, rockets or any other pyrotechnic tools, any devices that may be used for piercing, punching or cutting others, weapons, and any tools that may threaten public safety, glass, and any types of bottles or drugs to the venue of the Event.

- 2.9. If the Organiser or a person acting on behalf of the Venue of the Event considers that the condition or behaviour of the Visitors endanger their own safety and health, the entertainment of others or the planned execution of the Event, it shall be entitled to deny the entry of such Visitors.
- 2.10. Organiser shall be entitled to refuse the entry of such visitors who breach the provisions under points 2.8 and 2.9, as well as to ban them from attending the Event. If Organiser does not exercise this right, it will not have any effect on the responsibilities specified in point 3.2.
- 2.11. If point 2.10 is implemented, Visitors will not be entitled to demand any refund for the tickets from the Organiser, the Festival Organiser or from any third party that contributed to the sale of the tickets within the frame of a contractual relationship with the Festival Organiser.
- 2.12. The Organiser reserves the right to change the programme or the execution of the Event and the Visitor agrees not to request any refund for the ticket due to any change arising in this connection.
- 2.13. The Organiser calls the attention of the Visitors that high-performance audio devices will be used during the Event, which may cause irreversible damage to health.
- 2.14. By participating at the Event, the Visitors agree to the fact that photos may be taken thereof or their voice may be recorded during the Event. The Organisers are entitled to publish the name of the Visitors exclusively with the permission thereof.
- 2.15. The Visitors are entitled to ban the use of any photos or voice recording that are prepared thereof. This provision does not cover the use of mass recordings.
- 2.16. The Visitors, if any photos are taken thereof or their voice is recorded and such recording is used, will not be entitled to any form of consideration for the use thereof.
- 2.17. It is forbidden to pursue any business, commercial or advertising activities at the venue of the Event without the prior written consent of the Organiser.
- 2.18. The Event will be held by the Organiser in case of bad weather conditions as well.
- 2.19. The Organiser may decide at its sole discretion that the Event may not be held due to bad weather conditions on any day thereof – with regards to the known risks that may be caused by the weather or the water level due to the nature of the Event (hereinafter referred to as Postponed Event).
- 2.20. If point 2.19 applies, in case the Event may be held on any other day during the Event, the tickets bought for the Postponed Event may only be used on the day of the Event that is held subsequent to the day of the Postponed Event.
- 2.21. If, due to the lack of capacity of the Boat, the ticket may not be used by the Visitor on any subsequent day during the Event – exclusively due to the lack of capacity – or the Visitor has no ticket to a later day of the Event, the price of the ticket will be refunded to the Visitor by the Festival Organiser.

2.22. The detailed rules for the entry to the Event and for the attendance thereof are contained by the House Rules.

3. Liabilities of the Organiser:

3.1. The Organiser shall be obliged to take all measures that can generally be expected therefrom to protect the lives and physical integrity of the Visitors.

3.2. If any damage arises despite meeting the obligations set out in point 3.1, as well as due to Visitors' breach of point 2.8 and if Visitors behave as it is specified in point 2.9, the liabilities of the Organizer will be excluded thereby.

3.3. In compliance with Act V of 2013 on the Civil Code (hereinafter the Civil Code), the Organizer shall be responsible for breaching the contract intentionally or with gross negligence.

3.4. The Organizer shall take responsibility exclusively for the behaviour and acts of such persons, who are in contractual relationship with the Organizer. This provision may not be applied to the behaviour and acts of persons acting on behalf of the Festival Organizer, for which the Organizer shall not take any responsibility.

3.5. If as a result of war, rebellion, terrorist activity or the threat thereof, strike or movement not constituting a strike, import or export embargo, accident, fire, blockade, flooding, natural disaster, severe storm, severe energy supply disruption, pandemic, serious traffic disruption/hindrance, any instructions, orders or acts of the authority, army or police or any other unforeseeable and unavoidable obstacle that is beyond the control of the Sponsor and/or Sziget, either Party is unable to satisfy any of their contractual obligations, that Party shall not bear liability for any loss or damage that occurs as a consequence of such events. This force majeure provision shall be applicable accordingly to the given Event as a whole, and to particular programmes or services of the given Event.

3.6. The Organiser's liability does not extend to areas outside the boat. After leaving the boat, the visitor remains on the shore or in the port at his own risk.

4. Liabilities of visitors:

4.1. In accordance with the provisions of the Civil Code (Ptk.) Visitors shall be liable for any damage of the venue, installations or equipment of the Organiser.

4.2. Visitors may attend the event under their own responsibility; and they shall at all times act – with special attention to the nature and venue of the Event and the increased risks thereof – so as not to compromise or endanger the life and physical integrity of either themselves, or anyone else.

4.3. Visitors shall take responsibility for the behaviour or any damage caused by such Visitors who are minors or have limited legal capacity.

- 4.4. Visitors may visit the Event only at their own risk. The Organiser shall be liable only for intentional breach of contract for which it is responsible and for any damage to human life, bodily injury or health caused by it, and shall exclude its liability for any other damage, including damage to human life, bodily injury, health, property and damage caused by the Visitors to each other, in addition to the rights expressly granted to the Visitor by law.
- 4.5. Attendance at the Event carries a 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 carrying Covid-19 and there can be no guarantee that such persons will not be or become infected with Covid-19.
- 4.6. The regulations issued by the Hungarian Government apply for the Event. If the event cannot be organised under the current Covid-19 rules, the Organiser will refund the price of the tickets to the Visitor (excluding the administration fee).

5. Final provisions:

- 5.1. The full or partial invalidity of any term of this GTC does not affect the validity of the other provisions. Any invalid clause shall be replaced by such provision, which is best suited to the will of the Organizer and that of the Visitors at the time of concluding the contract and is lawful.
- 5.2. By purchasing the Ticket, Visitors accept the provisions of this GTC.
- 5.3. Regarding any matters not addressed in this GTC, the provisions of the Civil Code shall apply.