

Effective from 25. May 2021.

### I. General provisions

Data of the Event Organizer:

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| <b>Event Organizer's Name:</b>               | Fónix Rendezvényszervező Közhasznú Nonprofit Kft.                  |
| <b>Headquarters and postal address:</b>      | 4026, Debrecen<br>4026 Debrecen, Hunyadi utca 1-3.<br>Magyarország |
| <b>Registration Authority:</b>               | Debreceni Törvényszék Cégbírósága                                  |
| <b>Company Registration Number:</b>          | Cg.09-09-016813  |
| <b>Tax number:</b>                           | 21829510-2-09  |
| <b>E-mail address:</b>                       | info@fonixinfo.hu  |
| <b>Phone, telefax:</b>                       | +36-52/417-847   |
| <b>Contact for Customer Service:</b>         | see Service Provider`s data  |
| <b>Complaints regarding ticket purchase:</b> | see Service Provider`s data  |
| <b>Name of Data storage provider:</b>        | see Service Provider`s data  |

Data of the Service Provider:

|   |   |
|---|---|
| <b>Service Provider`s Name:</b>             | InterTicket Ltd.  |
| <b>Headquarters and postal address:</b>     | 1139 Budapest, Váci út 99. 6th floor  |
| <b>Registration Authority:</b>              | Metropolitan Court acting as Registry Court   |
| <b>Company Registration Number:</b>         | Cg. 01-09-736766  |
| <b>Tax number:</b>                          | 10384709-2-41   |
| <b>E-mail address:</b>                      | interticket@interticket.hu  |
| <b>Website:</b>                             | www.jegy.hu   |
| <b>Customer Service availability:</b>       | Please send your message using the <a href="#">Chat function</a>  |
| <b>Customer Service e-mail address:</b>     | interticket@interticket.hu<br><br>in case of live streaming (video):<br>online @interticket.hu  |
| <b>Location and contact for Complaints:</b> | 1139 Budapest, Váci út 99. 6. emelet<br>Please send your message using the <a href="#">Chat function</a><br>interticket@interticket.hu<br>Weekdays between 10am and 4pm |
| <b>Name of Data storage provider:</b>       | T-Systems Adatpark  |
| <b>Address of Data storage provider:</b>    | 1087 Budapest, Asztalos Sándor u. 13.   |

### **COVID-19 (coronavirus) information and rules for event visitors**

According to the current Hungarian regulations, adults may only attend events by presenting a valid Hungarian COVID card (it is issued by the Hungarian authorities to a person who has received COVID vaccines in Hungary) as well as an identity card.

According to the law, it is mandatory for the organizer of the event to check the existence of the COVID card at the time of entry. Whoever does not have the COVID card, must be refused to enter - regardless of whether the person concerned has a valid ticket. Persons under legal age are allowed to be present at the event only if accompanied by an adult with a valid COVID card. Proof of age is required for over the age of six (identity card, passport, driver's license or student card).

We would like to draw the attention of our esteemed customers to the fact that the rules for entering the event may still change as a result of government measures. Please note that the rules for attending events may change between the time of ticket purchase and the date of the event.

Please also note that each venue may set its own rules in accordance with current legislation, so be sure to check the information posted by the event organizer before heading to the event.

1. InterTicket Ltd. as Service Provider (hereinafter referred to as Service Provider) operates an on-line System (hereinafter referred to as System) to promote the purchase of Tickets (hereinafter referred to as Tickets) for various theatrical, musical, sporting and other Events (hereinafter referred to as Event).

2. The Operator of the website (hereinafter referred to as Operator) as contracted user of the System shall be involved in the sale of Tickets through its own website (hereinafter referred to as Website). Service Provider makes it possible for the Buyers to purchase Tickets for Events listed in its System through its Website (hereinafter referred to as Service). These General Terms and Conditions (hereinafter referred to as GTC) determine the conditions relating to the Service for purchasing Tickets between the Service Provider and Operator (hereinafter jointly referred to as Ticket Seller) and the natural person using the online System (hereinafter referred to as Customer; (the above jointly referred to as Parties) as well as the Parties' rights and obligations. If Operator provides other Services or sells other products on the Website in addition to selling Tickets as specified above, present GTC shall not apply for those, as present GTC set out the arrangements solely for Ticket sales offered by the Service Provider.

3. For the actual organization of the Event, that is, for everything beyond the purchase of the Ticket the Customer shall be contracted to the Organizer of the Event (hereinafter referred to as the Organizer). Ticket Seller is not involved in the organization or conduct of the Event; its activities and responsibility are limited to the sale of the Tickets. Therefore Services provided by Ticket Seller and Organizer - and the responsibility for these - are separate. The Organizer of the Event is responsible for the delivery of the Event as advertised. Ticket Seller accepts no responsibility for the delivery of the performers, sports personalities participating in the Event or for the quality, organization, fulfilment or failure of the performance. Therefore the Ticket is constitutes a contract between

Organizer and Customer in which the Organizer assumes responsibility to organize the Event and Customer pays the price of the Ticket.

4. Ticket Seller shall not sell such products that require licence and thus fall under permits.

5. To purchase an item from the Website any natural person must be 16 or over. Customer accepts the GTC of the contract relating to the Service and likewise the conditions of the present agreement by clicking the button "Pay" or "Order with obligation to pay". By concluding the contract, Customer agrees that they are aware and accept the terms and conditions of the present GTC - and thus especially information contained in section 2 - and furthermore has given consent to the processing of their personal information necessary for the Service in accordance with GTC and the Privacy Policy.

6. The resulting agreement does not constitute a written contract, will not be filed, and thus will not be available subsequently. Conclusion of the contract is verified by the electronically stored information of the purchase which shall be stored by Service Provider within a time limit specified in the legislation on accounting and fiscal control.

7. The contract between the Parties is created in Hungarian.

8. Service Provider informs Customer and Customer expressly accepts that Service Provider is entitled to unilaterally amend of GTC. In case the GTC are modified, Service Provider shall notify Customer by publishing the changes on the Website, at least eight (8) days before the amendment enters into force.

### **II. According to section 11 of Hungarian Government Decree 45/2014. (II.26.) on pre-contractual information on contracts between distant parties**

1. Service Provider notifies the Customer of following information. We kindly ask our customers to refer to these details before purchasing a Ticket (or possibly any other product) and only make purchases with this knowledge (the law calls this "entering into a contract").

a) The essential characteristics of Service, i.e Event, can be found on Event's listing page. The listing page includes full information on the range of currently available Tickets, their price, as gross amount, which includes VAT to be paid in particular cases, referring to the legal Hungarian currency "Forint", in "HUF" format. Service Provider does not sell such products for which unit price would be a legal requirement (products sold in various pack sizes or as multipacks).

b) Service Provider's name is included in Section I.

c) The company's headquarters, postal address, telephone number, fax number, e-mail addresses

are included in Section I. In case of Ticket sales Service Provider act on behalf of Event Organizer. Organizer`s name and address are included within the description of Event. In most cases the name and other identification details of Organizer are also included on the first page of Ticket.

d) The place of business of Service Provider is the headquarters indicated in section I. Consumer complaints can be sent to any of the contacts of Service Provider specified in Section I.

e) The total amount of purchase price for the product or Service with added tax is displayed in the so called "basket" section of the purchase website, specifying the gross Ticket prices, handling fees and any potential delivery charges. The Customer cannot be charged anything else on top of the gross prices listed in this section.

f) Service Provider shall not use contracts for indefinite time or lump sum contracts. The price shall include all fees and expenses relating to that purchase.

g) Customer`s telecommunication service provider may charge extra fees, based on any individual subscriber or customer contract with such provider, for the web, mobile or other electronic connection used by the device (mobile phone, telephone, computer with Internet access, tablet etc.) used to complete the purchase or as a fee for any special payment (e.g. mobile payment). However, Service Provider shall not apply premium rate Services.

h) The indicated prices are the total prices for the Service, in Hungarian Forints; these are gross prices that already include the amount of VAT. Due to the nature of Services it is not possible to indicate unit prices. If Customer needs to pay handling fees for the use of the System, the System shall indicate this during the purchasing process. Handling fee shall be the fee for the Services provided by Service Provider, it is not an amount charged for the use of a bank card or other way of payment. The chosen method of delivery may incur additional charges, which is exactly indicated by the System. The total price includes all expenses. In addition to the usual card payment - depending on a Website - Service Provider may accept other way of payment, which is detailed in Service Provider`s Customer Service Information (see Annex 1). Payment and the delivery of e-Tickets to the e-mail address specified by the customer happen virtually instantaneously, in real time. It is not possible to have an e-Ticket delivered - these are sent electronically. This Service is automatic, it is immediately completed. The rules on complaint procedure are included in Section XII of this document.

i) Section VII and Annex 2 and 3 contain information on deadlines and other conditions of Customer's withdrawal and cancellation rights.

j) Section VII and Annex 2 and 3 contain information on fees relating to the return of the product.

k) Service Provider does not does carry out such transactions in case of which Customer would have

the obligation to reimburse Service Provider for its reasonable costs in case Customer decided exercise their right to withdrawal or cancellation.

l) Based on Paragraph 1 l) of Section 29 of Government Decree 45/2014. (II.26.), Customer is not entitled to exercise its right to withdrawal or cancellation if the Ticket for the Event is for a specific time (definite day, term). Section VII and Annex 2 and 3 contain more information on Customer`s right to withdrawal or cancellation.

m) Legal obligations on liability for defects and product warranty are detailed in Section VIII and Annex 4 of this document.

n) Service Provider operates its call centre between 9am to 8pm on working days, which is readily available to Customers on +36-1-266-0000 or by emailing to [interticket@interticket.hu](mailto:interticket@interticket.hu).

Based on Government Decree 151/2003 (IX. 22.) and its annex, warranty obligations do not apply to the product category sold by the Service Provider .

o) Service Provider has not signed the code of conduct specified by the law on the prohibition of unfair commercial practices against consumers and is not subject to such.

p) The contract between Service Provider and Customer is for a fixed period of time, in case of the purchase of a Ticket it ends with the time of the Event, in other cases it ends when the product is received.

q) The contract does not turn into a contract of indefinite period.

r) During the process of purchase process Customer has no other obligations beyond payment.

s) Customer does not provide deposits or other financial security for the Service Provider.

t) Operation of digital content, technical protection measures: availability of servers providing data is annually over 99.9%. Data is stored by RAID technology on several hard drives on the servers. If either of these hard drives is damaged, the System shall remain operational with the remaining hard drives. The entire data content is regularly backed up therefore original data can be restored in case of any problem.

u) Interoperability of digital content with hardware and software: The appearing data is stored in MSSQL and MySQL database. Sensitive data is stored in encryption of adequate strength, to encode such data hardware support built into the processor is used.

v) Regarding consumer protection administrative matters, consumer protection inspectorates of the

capital and the county offices will have the authority to act in the first instance with county jurisdiction, whereas the National Authority for Consumer Protection will have the authority to act in the second instance, with national jurisdiction. The list of competent authorities can be found here: [http://www.nfh.hu/data/cms114492/megyei\\_elerhetosegek\\_131001.pdf](http://www.nfh.hu/data/cms114492/megyei_elerhetosegek_131001.pdf). Jurisdiction is governed by the consumer's domicile, the company's headquarters, place of business as well as the place where the offence was committed. The application may be submitted to either of the relevant inspectorates.

w) The arbitration board will have jurisdiction to settle out of court any disputes between the consumer and the enterprise relating to the quality or safety of the product, the application of product liability rules, the quality of Service, as well as the conclusion of contract between the parties and any dispute regarding the fulfilment of such (consumer dispute). To this end the arbitration board shall attempt to reach an agreement between the parties, or if this not achievable, it shall make a decision in order to ensure easy, fast, efficient and cost-effective enforcement of consumer rights. The arbitration board shall, at the request of the consumer or the enterprise, give advice on the rights and obligations of consumer. The arbitration board is an independent body operating alongside the county (metropolitan) chambers of commerce and industry. Name of the competent arbitration board by Service Provider's headquarters: Arbitration Board of Budapest; address: 1016 Budapest, Krisztina krt. 99. III. em. 310., postal address: 1253 Budapest, Pf.: 10.

### III. Customer's data

1. Service Provider reserves the right to reject any order which it reasonably suspects to have been made in breach of the System or the Tickets or if incorrect or incomplete information is given.
2. Customer is fully responsible for the username and password for their user account, as well as any purchase or any other transaction made with these. Customer agrees to notify Service Provider's customer Service immediately in case of any unauthorized use of their data or any violation of security. Service Provider assumes no responsibility for damages resulting from the storage of the password or username or if the password is made available to any third party.
3. Customer agrees that all information entered in the System is true. Service Provider assumes no responsibility for damages resulting from false, incorrect or untrue data or email address given during the purchase process. Service Provider is responsible for fulfilment and issuing of invoice according to information provided by Customer. Customer is entitled to check and modify their data at any time. Service Provider is entitled to delete any obviously faulty or false information, and verify authenticity of Customer.
4. Service Provider shall process Customer's personal data according to paragraph 1) a) of Section 5 of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of

Information as if data subject has given his consent and according to the rules included in Act CVIII of 2001 on Electronic Commerce and Information Society Services. Detailed rules on data protection are outlined in the Privacy Policy, which forms Annex 5 to the present GTC.

5. Customer has the option to modify or delete the contents of the basket or choose another product on the so-called Basket interface of the website. Customer gives information necessary to carry out the transaction on the subsequent, so-called Payment page. If it is necessary to modify these details, Customer is able to do so before clicking the button "Pay" or "Order with obligation to pay". Following this payment itself happens - depending on the payment method chosen - on the interface of the payment Service Provider (Bank's data entry interface - the Ticket seller will not know or store these details).

6. Registration allows Customer to give their details only once and not with each purchase. Customer is entitled to prohibit use of such data by choosing to opt out at any time.

7. By using the Service Customer agrees to Service Provider forwarding the data to the Organizer of the given Event so that the Organizer should be able to inform the Customer directly and without delay in case the Event is cancelled, rescheduled or of any important circumstances that may affect the viewer and also making it possible that Event organizer could refund or replace the Tickets directly.

8. With regard to processing and handling personal data Service Provider will act with the greatest possible diligence. However, Service Provider shall not be responsible for damages caused by inevitable attacks despite its best efforts.

### **IV. The online Ticket buying process**

1. Detailed rules regarding the process of Ticket sales are included in Service Provider's Customer Service Information (see Annex 1.).

2. In accordance with the provisions of the legislation, online stores are required to confirm the Customer's order within 48 hours. When Customer purchases a Ticket through Service Provider's System, such purchase happens virtually instantaneously, in real time following payment and Customer immediately receives the ordered Tickets electronically. Thus instead of the order confirmation within 48 hours Customer receives a confirmation email (or other electronic message) that also includes the Ticket.

3. If Customer does not receive the ordered Tickets within a few minutes following the purchase this is most likely to be caused by a connection error. It is important that Customer should not attempt to repeat the transaction but contact Customer Service immediately (+36-1-266-0000) to resolve the issue. However please note that if you have not received confirmation of your order within 48

hours, you will be exempted from the order, that is, you will not be responsible for the order and you are no longer bound to accept and pay for the order.

### **V. Price, payment and delivery terms**

1. Detailed rules regarding the payment, methods of payment and acceptance of Tickets are included in Service Provider's Customer Service Information (see Annex 1.).
2. Service Provider assumes no responsibility for any errors during bank payment.
3. The automatic confirmation emails are sent to the email address provided by Customer. Customer shall be liable for any damage resulting from providing incorrect email address.
4. It is the Event Organizer's responsibility to specify the price of the Tickets. Service Provider reserves the right to modify the Tickets' price or the amount of additional costs on Event Organizer's instructions. The right to modify prices does not apply to purchases already in progress.
5. Placing the Ticket in the Basket does not obligate Customer to carry out the purchase. If Customer decides not to purchase the selected Ticket, they can remove the Ticket from the basket at any time or delete the contents of the entire basket; also, the Basket times out after 20 minutes.
6. It is not possible to reserve Tickets without payment. Payment and delivery of the electronic Ticket to the email address provided by Customer happens virtually instantaneously, in real time. It is not possible to have an e-Ticket delivered - these are sent electronically by Service Provider. This Service is automatic.

If so decided by Event Organizer, it may be possible for Customers having an appropriate "smart phone" to gain entry to certain Events by showing their phone. In this case, Service Provider sends the Ticket to the application (so-called electronic wallet) that Customer downloads.

In case of certain Events and on Customer's request Service Provider shall print the Ticket on so-called security "traditional" Ticket paper and have this delivered by courier, at Customer's expense. In this case, this delivery option and the courier Service fee will be clearly displayed on the Basket interface, in gross amount. The price of delivery in case of the products sold by Service Provider is not dependent on amount or weight. Delivery time is approximately 2-5 days.

7. Service Provider stores the electronic documents relating to the purchase at its headquarters or at the server site used for storing the servers (T-Systems Adatpark, H-1087 Budapest, Asztalos Sándor u. 13.). Service Provider sends an e-invoice (electronic invoice) to the Customer. The electronic invoice is an invoice that contains the invoice data in form of electronic signals. The electronic invoice can only be issued, transmitted or stored in electronic format and its paper



format cannot be used as an original authentic document. Service Provider issues the e-invoice automatically, based on the information provided by Customer, using an e-invoice provider (Billzone.hu, operated by N-Ware Ltd.). By starting the purchase, Customer explicitly agrees to receive an e-invoice.

8. The Buyer will receive a so-called e-invoice (electronic invoice) from the purchase. An electronic invoice is an invoice which contains the invoice data in the form of electronic signals. The electronic invoice can only be issued, transmitted and stored in electronic form, its paper-based method cannot be used as an original authentic document. The Service Provider or the Event Organizer will automatically send the e-invoice based on the data provided by the Customer, issued by an e-invoice service provider (számlázz.hu, operator: KBOSS.hu Kft., Tax number: 13421739-2-13, company registration number: 13-09-101824, registered office: 2000 Szentendre, Táltos street 22 / b). The electronic invoices are kept by the számlázz.hu at its registered office. By initiating the purchase process, the Customer expressly declares that he/she accepts the e-invoice and the transfer of his/her data to the e-invoice service provider. Please note that the invoices will be handed over online to the tax authority in accordance with the rules of the legislation in force at any given time, and that the invoices cannot be modified retrospectively. The gift voucher is issued in accordance with § 259.15 of the VAT Act. is classified as a money substitute and, as such, is not subject to VAT. The sale of a money substitute asset does not count as a supply of goods and is therefore exempt from the obligation to issue an invoice, provided that an accounting document is issued for the transaction. It is not possible to retrospectively change the details of the issuer's receipt issued when purchasing the gift voucher.

### **V / A. Provisions for SZÉP card payments**

1. In the case of certain events, the Organizer may allow the ticket purchaser to pay the purchase price of the ticket with the Széchenyi Rest Card (known in Hungarian as „SZÉP card”) regulated in accordance with Government Decree 76/2018 (IV. 20.) (hereinafter „SZÉP decree”). It is not possible to buy tickets for all events using the SZÉP card, as the SZÉP decree itself limits the range of events. If the given event belongs to the scope permitted by the SZÉP decree, the Organizer is entitled to decide whether or not to accept the SZÉP card for the given event.

2. In normal circumstances, the amount available on the leisure sub-account of the SZÉP card can be used for ticket purchase, however, in its decree issued on 15 April 2021, the Government of Hungary decided that until December 31, 2021, the transition between the sub-accounts of the SZÉP card is allowed, which means that temporarily e.g. the fringe benefit received for accommodation can also be used for cultural purposes. This new rule entered into force on 25 April 2021. However, only one sub-account can be used per purchase.

3. Transactions concluded during the acceptance of the SZÉP card are considered to be legal relationships between the SZÉP card holder and the Organizer. During the transaction, the Service

Provider provides only the ticketing system as software, and does not participate as an agent or commission agent during the sale.

4. The Organizer concludes the contracts directly with the financial institution accepting the SZÉP cards. Accordingly, the Service Provider is not involved in legal disputes related to SZÉP card operations, between the cardholder and the Organizer or the financial institution, all liability related to such disputes is excluded.

5. In case of event tickets that can be purchased with the SZÉP card, SZÉP card will appear as a payment option on the payment subpage. The purchase will be successful only if the usable amount available in the selected pocket of the SZÉP card fully covers the value of the selected products in the basket, as it is not possible to pay partly with a SZÉP card and partly with a bank card.

### **VI. Special rules on self-print Tickets (e-Tickets) and mobile Tickets**

1. Following successful purchase Customer can download self-print Tickets via their own buyer's page in PDF format and print the Tickets. E-Tickets cannot be collected in person at the venues or delivered by post. Printed e-Tickets can only be used if the bar code and the code next to the bar code are fully legible.

2. All consequences and damages resulting from loss, theft, defective printout, copying, duplicating of self-print Tickets are the Customer's responsibility. Customer must take the printed e-Ticket to the Event. Customer acknowledges that Event Organizer verifies the e-Ticket's barcode electronically at the Event and immediately invalidates it. Entry is granted by the first validation. Therefore the first Ticket accepted by Event Organizer's entry System as valid will be accepted as valid Ticket. Any subsequent attempt will be invalid and thus unsuccessful; the Ticket holder may be refused entry irrespective of the fact whether the person showing the invalid Ticket is the person who has originally purchased the e-Ticket. In such cases Service Provider shall be not be liable for compensation.

### **VII. Withdrawal and cancellation rights**

1. Purchase can be cancelled anytime, with no further obligation before clicking the button "Pay" or "Order with obligation to pay". Based on Paragraph 1 I) of Section 29 of Government Decree 45/2014. (II.26.), Customer is not entitled to exercise its right to withdrawal or cancellation if the Ticket for the Event is for a specific time (definite day, term). In this case Service Provider will be unable to either exchange the Ticket or refund the price of the Ticket (with the exception of cancelled Event).

2. If Customer bought Tickets that are not for a specific time (for example museum Tickets that can be used at any time) or if Customer bought other items from Service Provider's System (e.g. book,

publishing, merchandising products, etc) that are subject to the rules on customers' withdrawal and cancellation rights under Government Decree 45/2014. (II.26.), such rights may be exercised as follows:

a. The right of withdrawal and cancellation can be exercised in case of such Tickets that are not for specific time within 14 days following the purchase by using the sample declaration of withdrawal and cancellation, included in Annex 2 of this document, or by any other clear statement to this effect.

b. In addition to filling out the sample declaration included in Annex 2 of this GTC, in case of Tickets that are not for a specific time (for example museum Tickets that can be used at any time) Customer has to indicate the code included on the e-Ticket / voucher. Customer furthermore has to declare that the Ticket has not been used. It is not necessary to return the Ticket as Service Provider will invalidate it electronically.

c. If Customer bought anything other than Tickets, that is, products, or has received printed Tickets that are not for a specific time via courier, Customer will have to return such items to Service Provider's headquarters (H-1146 Budapest, Hungária krt. 179-187.) within 14 (fourteen) days following the notification regarding cancellation or withdrawal. This shall be done at Customer's expense. Customer shall be responsible for any loss of value resulting from any use over the use to determine the nature, characteristics and functionality of the product.

d. If Customer legitimately cancels the contract, Service Provider shall refund the total amount paid by Customer immediately but no later than 14 (fourteen) days following the notification regarding cancellation or withdrawal. The amount due will be repaid to Customer using the same payment method Customer used during the purchase. In case of a contract relating to the sales of a product Service Provider is entitled to withhold payment until the Customer returns the product or until it is undoubtedly proven that it has been returned by Customer.

e. Further information on withdrawal and cancellation can be found in Appendix 3 of the present GTC.

### **VIII. Liability for defects, product warranty**

1. Information on liability for defects and product warranty are detailed in Annex 4 of this GTC.

### **IX. Limitations of Service Provider's Service**

1. Customer accepts that due to the characteristics of the Internet continuous operation of the System may be interrupted without prior knowledge or intention of Service Provider. Therefore, Service Provider does not guarantee the fail-safe and uninterrupted operation of the Service and

the related website, or continuous or fail-safe access to the Service.

2. Service Provider is entitled to stop the Service fully or partially without any prior notification, in order to carry out maintenance work on the Service or the related website or for other security considerations.

3. Service Provider shall make every effort to ensure that information it receives from Event Organizers reach those interested. However, Service Provider takes no responsibility for that information on the Service's website that the Event Organizer input into the System itself or for information provided by Event Organizer was input by Service Provider's employee.

4. Service Provider is only liable for damages caused by its intentional or grossly negligent errors. The extent of liability cannot exceed the value of the transaction.

5. Customer accepts that Service Provider cannot be held liable for any damage or abuse that may arise during or resulting from card payments.

6. Service Provider excludes liability for any loss or damage caused by breach of contract, unlawful act or omission of Customer, Event Organizer or a third party.

### **X. Rules relating to the Event**

1. It is the Event Organizer's responsibility that the Event is run as advertised. In most cases the name and other identification details of Organizer are also included on the first page of the Ticket. Customer accepts that Service Provider accepts no responsibility for the running of the Event, the delivery of the performers, sports personalities participating in the Event or for the quality, organization, fulfilment or failure of the performance. Therefore, the contractual relationship relating to the participation at the Event and the obligation to provide the Service is between the individual who shows the Ticket and the Event Organizer. This relationship is governed by the rules specified on the website of the Event and on Event Organizer's official website. Therefore, Service Provider cannot be a party in any dispute between Event Organizer and Customer (or the owner of the Ticket) which is initiated due to the insufficient quality of the Event or because the Event has not been held. The conditions relating to participation, the policies of the Event or the venue housing the Event can be significantly different. Event Organizer is entitled to specify these rules; therefore, Customer may obtain further information on such rules from the Organizer.

2. The Ticket is freely transferable. Customer accepts that the Ticket shall only be transferred to another person if the new Ticket holder accepts Service Provider's GTC.

3. Unless stated otherwise on the Ticket, Ticket entitles Ticket holder to one time entry to the Event stated on the Ticket, for one person. Lost, damaged or destroyed Tickets cannot be replaced.

4. The starting time stated on the Ticket is indicative only; the actual starting time may be different.

5. Depending on its type, Ticket may contain digital and analogue security features which protects the Ticket against fraud. If Service Provider, Event Organizer or the security company working at the venue believes that the safety features on the Ticket are damaged, incomplete, show signs of deliberate damage or they perceive the Ticket to be reproduced or copied, holder of the Ticket may be refused entry to the Event or ordered to leave the venue of the Event. If entry is refused for the above reasons, Customer has no right to claim damages from Service Provider.

6. Certain Tickets entitle only a certain group of users for entry (child Tickets, senior Tickets, professional Tickets etc). Service Provider does not check entitlement at the time of purchase. However, Event Organizer is entitled, via security Service working at the venue, to check whether the Ticket holder is entitled to use the special admission Ticket. Admission may be refused until Ticket holder is able to justify that they are entitled to use such special Ticket. If entry is refused for the above reasons, Customer or Ticket holder has no right to claim compensation.

7. In certain cases, Tickets only allow access to certain areas within the Event.

8. The Event can only be visited at the visitor's own risk. Although the Event Organizer shall take all reasonable care to ensure the safe running of the Event, Service Provider does not take any responsibility for any potentially irresponsibly behaving visitors. Persons under the influence of drugs, intoxicating substances or other psychedelic substances will be refused admission even if they present a valid Ticket.

9. Video and sound recording may be carried out at the Event in which visitors to the Event may be recorded. The visitor of the Event cannot claim any compensation or payment from Service Provider for such recordings.

10. Any visitor may be ejected from the Event if they breach the terms and conditions, the terms of the Event or Venue, breach any rules or regulations specified by the security staff or other policing staff in order to ensure uninterrupted entertainment of other visitors to the Event. In case of such rejection, Service Provider cannot be held responsible for compensation.

11. In case of the majority of the Events, Event Organizer reserves the right to make minor or justified alterations to the person of the performing artist, the cast or the Event.

12. In case of an outdoor Event, it is possible for Event Organizers to advertise a reserve day (rain day). If the rain day has been advertised, Event Organizer may decide any time to run the Event on this day. Service Provider shall inform Customers of such decision via the [www.jegy.hu](http://www.jegy.hu) website immediately as soon as it receives this information from Event Organizer. Customer accepts that it

is not entitled to right of withdrawal if the Event is run on the so-called rain day. As is customary in this profession, any Event that is interrupted, prematurely ended or delayed due to the weather will be considered as duly held if more than half of the Event has run, or if the Event is delayed by less than 50% of the planned length of the Event or it is interrupted for less than 25% of the length of the Event. Event Organizer is entitled to specify different rules for the so-called rain day or Events partially held.

13. Service Provider shall take all reasonable care to ensure that Customers are informed and the return of the Tickets is facilitated in case the Event is cancelled. However, Customer accepts that in case an Event is cancelled, Event Organizer makes the decision relating to the process, venue and time limits of Ticket redemption, and the realization of such will be the responsibility of the Event Organizer. Service Provider shall promptly publish any such information on the jegy.hu website as soon as it is officially received from Event Organizer. In the absence of such assignment from Event Organizer to refund Tickets, Service Provider shall not be responsible to refund the price of the Tickets. Refunds will be issued during the timeframe specified by the Event Organizer, but within a maximum of thirty (30) days term of preclusion, by presenting the original Ticket and receipt. Neither the Event Organizer, nor the refunding company shall be responsible to pay for any additional, real or perceived damages or expenses in addition to the actual price of the Ticket. No refunds will be issued in cases other than the cancellation of the Event. In case the Event is cancelled, the legitimacy of the refund of the price of any Services used during the purchase of the Ticket shall be judged on the basis whether such Services have gone into completion by the Provider of such Service.

14. If either Customer or Service Provider is unable to fulfil their obligation due to war, rebellion, acts of terrorism, strikes, accidents, fire, blockade, flood, natural disaster, severe energy supply disruption or any other unforeseeable and unavoidable obstacle that falls outside their power, neither of these parties will be liable for any loss or damage that result from these Events.

### **XI. Trademarks appearing on the website and copyright**

1. Trademarks displayed on the Service's website are the exclusive property of Service Provider or other rights owners. These designations cannot be used in any way, distributed or published without the expressed and prior written consent of Service Provider or the copyright holder.

2. Information and other documents available on the website are protected by copyright; the holders of these rights are Service Provider and the copyright owners. The information and other materials available on the website cannot be used for any other purpose than that of the website, cannot be copied, published or distributed by third parties without expressed and prior written consent of Service Provider or the copyright holders.

3. Service Provider obtains unlimited and exclusive use rights relating to any notes (e.g. chat, blog),

comments, suggestions and ideas made by Customer regarding the use of the website, but this does not mean that any of the entries, comments, etc. should reflect Service Provider's views. Service Provider is entitled, without limitation, to use, utilize, transmit, publish, delete or publish Customer's comments without any liability for compensation to Customer.

### **XII. Complaints Procedure**

1. Details relating to Service Provider's headquarters, location for complaint management, postal address, e-mail address, website and phone number of its Customer Services can be found in Annex 1 of these GTC.

2. Customer may notify Service Provider of any complaints regarding Service Provider's behaviour, actions or failures that is in direct connection with the sales and distribution of the product either in writing or verbally. Service Provider will investigate, and if possible, remedy the verbal complaint immediately. If Customer does not agree with the handling of the complaint or an immediate investigation of the complaint is not possible, Service Provider must immediately record the complaint and its stance relating to the issue and give a copy to the Customer if it was a verbal complaint or if the complaint was made via phone or other electronic communication, Service Provider will send the copy of the complaint at the same time it replies to the complaint in merit.

3. Service Provider shall reply to any written complaint in merit within 30 days after the receipt of such complaint and send its reply to Customer, primarily to the email address provided by Customer. If Service Provider rejects the complaint, reasons should be given. In case the complaint is rejected Service Provider has to inform Customer in writing which authority or arbitration body – depending on the nature of the complaint – can be contacted. Service Provider must provide the postal address of the competent authority or arbitration body relevant to the headquarters of Service Provider.

4. Service Provider is not engaged in public Service activities; therefore it is not subject to the special rules governing such activities (operating specialized customer Services, extended opening times, ability to book appointments, continuous availability, five-minute check-in times, customer protection officer, etc).

### **XIII. Closing provisions**

1. These GTC have been prepared in Hungarian and regarding interpretation they shall be governed by Hungarian Law.

### **Annex 1.**

### **Customer Information**

### **1. Online Ticket sales**

### **2. Searching for performances, browsing**

### **3. Selecting Tickets**

### **4. Discounts**

### **5. Using the basket**

### **6. Admin fee**

### **7. Payment**

### **8. Delivery methods**

### **9. Confirmation of the order**

### **10. Errors during payment**

### **11. Requesting invoice in case of card payment**

### **12. Cancelled performances**

### **13. Call centre and online customer services**

#### **1. Online Ticket sales**

On the Ticket sales page, you can get information on the performances connected to our System and any Tickets that can be purchased. You can also choose the Tickets you intend to buy on the auditorium of the chosen venue, which you can instantly buy using your bank card.



### 2. Searching for performances, browsing

In the search field, please enter desired title (it is enough to enter a word fragment from the title). After clicking on the "OK" button or pressing the Enter key, you can select the desired performance on the results page. If there is only one performance based on the search word, the detailed information of the performance will be displayed.

More search options:

#### Every performance

If the „Every performance” option is chosen, the program lists the performances in chronological order. There are several thousand performances in the System so you can search for performances further in the future using the page turner option located above the list of performances. The town and venue where each performance will take place is indicated next to the date of the given performance. By clicking on the name of the town, the list of all performances in the given town can be seen in chronological order. By clicking on the name of the venue, you can search the list of performances in the venue in chronological order. If you click on the title of the performance, you can see the profile page of the Event with detailed information.

#### By town

If you are looking for a performance in a given town, you can use the browse by town option. You can see next to the towns, in brackets, how many Events you can choose from. By clicking on the name of the town, the list of all performances in the given town can be seen in chronological order.

#### By venue

Similarly to searching by town, the venues we are offering Tickets for are listed in alphabetical order. You can see next to the name of the venue, in brackets, how many Events you can choose from at the given venue.

#### By the title of the performance

In this case the Events in the System are listed in alphabetical order. If you click on the letters on the top of the page, the System lists the performances that start of the given letter. It is indicated next to the title of the performance which town and which venue will show the given performance (both of these are clickable).

#### By time

In this menu, a calendar will be displayed. Above the calendar next to the name of the month you

can go forwards and backwards in time using the << and >> arrows. Months earlier than the current month cannot be displayed. If you click on a date, the list of performances on that date is displayed in chronological order. It is indicated next to the title of the performance where the performance will be shown.

### 3. Selecting Tickets

Please note that to select the Tickets at the auditorium you need to use Adobe Flash Player. If your browser does not display the auditorium and/or sectors, please install the free Adobe Flash Player software.

#### Selecting Tickets at the auditorium

In case of performances where the Tickets are for a specific seat in the auditorium, the browser displays the "Buy Tickets" option next to the name of the performance. Clicking this option will display the auditorium or, in case of certain venues, the available sectors.

#### Selecting Tickets by sector

The sectors marked in green still have available Tickets. After selecting the sector, the auditorium of the chosen sector will be displayed while the sector's view in the lower right corner will still be displayed in miniature. Here you can still see which sectors still have available Tickets (green), which sectors no longer have Tickets (red) and which sector is chosen (grey). The floor plan of the chosen auditorium can be zoomed in/out and can be adjusted using the direction buttons. If you decide that you do not want to buy Tickets from the selected sector, you can return to the sector view by clicking on the small picture of the sector or the "Sectors" button displayed in the bottom left area.

#### Selecting a place

If the auditorium has no sectors or if you have already selected the desired sector, you will see the detailed picture of the auditorium. Here you can see and select the Tickets available (marked in green) for the seats you select want. If you place your cursor on the seat, you can see the current Ticket and seat information in the pop-up text window. If you click on the selected seats, their colour will turn to grey and the Ticket will appear in your basket. After putting the Tickets in the basket, you have 20 minutes to buy your Tickets. The remaining time is indicated by a clock in the top left section of the floor plan. You can put further Tickets in your basket before 20 minutes run out. To deselect the Ticket on the floor plan click on the seat again. If you do not wish to place further Tickets in the basket, click on the "Basket" button under the picture of the floor plan. If you are browsing at another area of the website, you can always return to the basket by clicking on the basket icon located at the top right corner and view which Tickets have been placed in the basket

already.

Buying Tickets for performances with first come basis

If the auditorium has no numbered seats - which means that guests can have seats at first come first served basis - the text "Best Ticket" will be displayed in the list next to the title of the performance. To place Tickets in your basket you need to select the number of Tickets you need: the maximum number of Tickets that can be selected is 10.

Sold out Tickets

If the text "Sold out" or "Please contact the venue" is displayed by the title of the performance, unfortunately our online System has no more Tickets available for the performance.

#### **4. Discounts**

Organizer of the Event may give discounts from the Ticket price. You can select the discount in the discount window in the Basket tab; the System automatically applies the discount to the Ticket. Discount will be applied to each Ticket separately. In case of certain venues - for example during a special period - discounts will be automatic. Please check the price of the Ticket before payment is made as it is not possible to return the Tickets or apply any discount retrospectively after the order has been placed. Please note that if it is found that any discount is used unlawfully, persons using the Ticket unlawfully will be required to pay the full price of the Ticket at the venue.

#### **5. Using the basket**

You can see the selected Tickets in your basket. The title of the performance, the venue, time and the selected seats (or sectors, if available) are also displayed. In addition to the detailed information regarding the Ticket, you can also see the price of the Ticket and the handling fee, along with the sum of the two. The total amount to be paid is displayed under the Tickets. Please review your basket carefully before clicking on the payment button! Tickets can be neither replaced, nor refunded! If you want to delete a Ticket from the basket, click the "Delete" button on the left side of the Ticket. If you would like to delete all the Tickets in the basket, click the "All" button in the top left under the "Delete" button.

#### **6. Handling fee**

2%+200Ft

#### **7. Payment**

You can pay by card via the Service provided by OTP Bank on our payment page. All customer data are handled according to international standards, by secure, 128-bit SSL encryption.

Cards suitable for carrying out transactions:

- Visa: (embossed)
- MasterCard: (embossed)
- American Express: (embossed)
- Electron: (non-embossed) In case of these cards the issuing bank decides if the card can be used in online transactions. If the issuing bank allows the use of the card for online transactions, you can use make payments in our online shop. Please contact the issuing bank for further information. Cards issued by OTP Bank are acceptable.
- Maestro: Maestro cards issued by all banks are acceptable. The condition of acceptance is that the issuing bank has to support e-commerce transactions of Maestro cards. Please contact your bank for further information.

If the card number only consists of 10 digits, please type in the sequence 675761 first, followed by 10 digits on your card.

Please click on the "Payment" button after selecting the method of delivery. You are redirected to the payment page, where you have to enter information necessary for card payment and in case of home delivery, the delivery address. Please fill out the sheets carefully. All fields are required.

Please note the following when entering details for your card:

Cardholder's name: Here give the cardholder's name indicated on the card.

Card number: Enter the 16-digit number given on the card, without breaks and hyphens. If you are using an OTP Maestro card that has a card number consisting of 10 digits, please type in the sequence 675761 first, followed by 10 digits on your card. Please note that the card number is not the same as the bank account number!

Expiry date: The expiry date is indicated on the card in a month/year format (e.g. 10/09 - October 2009). Please select your card's expiry date from the drop-down menu.

Verification code: Also known as CVC2. Embossed cards (Visa Classic, MasterCard and American Express) always have a verification code. Other cards may also contain it. The verification code is the last 3 digits of the number sequence on the back of the card, above/below/next to the card holder's signature. If your card has a verification code, please provide it at the time of payment.

If the transaction was successful, the System will notify you within 5-10 seconds after you click the "Pay" button. The System sends an automatic email to the email address provided in the login information, which gives information on the purchased Tickets. Sometimes due to banking errors or problems with the card the payment process may last for 2-5 minutes or the bank may terminate or reject the transaction. In case of any error during the transaction, please contact our Customer Service (+36-1-266-0000). Please do not restart the transaction, as it is possible that the transaction has completed but confirmation and notification from the bank is delayed!

### **8. Receiving the Tickets, delivery methods**

Only delivery methods available for the Tickets you have chosen and placed in the basket will become active. If a method of delivery is inactive, it is not available for the selected Ticket.

Please note that certain venues may allow different delivery methods during online Ticket sales!

#### Electronic voucher

If electronic voucher is selected, a confirmation email will be sent to the provided email address following payment. The email will contain the detailed description of the purchased Tickets and a voucher code (in the format: name1234). Please print this email. You will need to present the printed email to receive the Tickets at the venue's box office on the day of the performance.

#### PDF voucher

The PDF voucher is used similarly to the electronic voucher. In this case, according to the request of the Event Organizer, a PDF document is sent to the specified email address. To open the PDF document you will need Adobe Reader which can be downloaded free of charge. Please print the PDF file, take it to the performance and present it at the box office of the venue. You will receive your Tickets when the theatre verifies the codes on the voucher.

#### E Ticket

The e Ticket will also be sent in an email. Please print the PDF document for each purchased Ticket. To open the PDF document you will need Adobe Reader which can be downloaded free of charge. The e Ticket is a complete e Ticket. The numbers and barcode on the e Ticket contains all the information about your order. The Ticket can be identified with the help of these so there is no need for other safety feature. The barcode is electronically checked at the entry to the Event. Please note that the e Ticket is valid on its own and gives entry to the Event. Under no circumstances should you allow any unauthorized person to make a copy of your e Ticket. Since the barcode reader will not see any difference between the original and the copied barcode, the firstly read e Ticket will be accepted as original. All other e Tickets with same barcode will be considered to be a copied, hence

invalid Ticket.

### **9. Confirmation of order**

The System sends an automatic email of the successful transaction. If you do not receive this confirmation email within 1 hour, please do not start a new transaction but contact us by calling +36 1-266-0000 or emailing to [interticket@interticket.hu](mailto:interticket@interticket.hu). On request the confirmation email will be sent to the email address again. The success of the transaction does not depend on sending the confirmation email. It might be caused by a communication error if you do not receive the confirmation email. Please contact customer Services!

### **10. Errors during payment**

In case of errors during the payment process please contact Customer Services by calling +36 1-266-0000. Please do not repeat the transaction!

### **11. Requesting invoice in case of card payment**

An electronic invoice is automatically created for the name of the customer given at login and sent by email. If you need an invoice created for a different name or for a company, please tick "Invoice for different name" and provide details. If you forgot to request an invoice for a different name during the order or this was not possible to tick the "Invoice for different name" checkbox, please send us an email to [interticket@interticket.hu](mailto:interticket@interticket.hu). Please provide the serial number of the e Ticket (ITE...) and the billing data. Your invoice will be sent by email.

### **12. Cancelled performances**

We will do our best to inform you if an Event is cancelled and facilitate Ticket returns. However, please note that Organizer of the Event makes the decision relating to the process, venue and time limits of Ticket returns and the realization of such will also be the responsibility of the Organizer. We will publish information on how to return Tickets at the [jegy.hu](http://jegy.hu) website and you will be notified via the phone number or email address provided at the time of order on how to return the Tickets or on how the Tickets can be used once the organizer of the Event provides these details to us.

Handling fee will be refunded only if the Event is fully cancelled. If the Organizers announce a change of time or change of performance as allowed by their right, the Event will not be considered as cancelled.

Handling fee is the administrative fee connected to the use of the online System of Ticket sales. This is not part of the price of the Ticket. When you initiate Ticket purchase, either online or by phone, and successfully carry out the transaction, you are using the System. InterTicket provides the Services for purchasing Tickets and not the performance.

### 13. Call center and online Customer services

If you experience any problems or have any questions in connection with the purchase, you can contact Customer services:

Weekdays between 9am and 5pm: +36-1-266-0000

Email address: [interticket@interticket.hu](mailto:interticket@interticket.hu)

We are unable to check emails at weekends, during bank holidays and public holidays. The on call number can only be contacted during bank holidays and public holidays if you have not received confirmation for the same day or if the inline purchase was not successful. The on call number is available between 10am and 7pm on + 36-30-29-29-253.

### Annex 2.

#### Sample declaration for withdrawal and cancellation

*(Please only use this form if you intend to cancel or withdraw from the contract if you have purchased a Ticket that is not for a specific time or if you purchased any other product, not a Ticket.)*

"Addressee: InterTicket Kft.

1146 Budapest, Hungária krt. 179-187.

e mail: [interticket@interticket.hu](mailto:interticket@interticket.hu)

I/We, the undersigned declare that I/we wish to exercise my/our right of withdrawal/cancellation relating to the contract for the purchase of the following Product(s) or Services:

Date of contract/date of receipt:

Code of the electronic Ticket (only in case of Ticket purchase):

I declare under penalty of perjury that I have not used the Ticket. (only in case of Ticket purchase)

Name of Customer(s):

Address of Customer(s):

Signature of Customer(s): (only in case of declaration in paper format)

Date:"

### **Annex 3.**

#### **Information on Withdrawal/Cancellation**

##### **1. Right of Withdrawal/Cancellation**

If you bought Tickets that are not for a specific time (for example museum Tickets that can be used any time, etc) or other items (e.g. books, publishing, merchandising products, etc) you have the right to withdraw from the contract within 14 days without any justification. The cancellation/withdrawal period ends with the end of the 14th day from the date of conclusion of the contract or if you purchased other products than Tickets, this period ends with the end of the 14th day from the day the product was taken over by you or any person other than the courier you have specified.

If you wish to exercise your right to withdraw from/cancel the contract, please return a clear statement with your intention to withdraw from/cancel the contract to the following address: InterTicket Kft., headquarters: 1146 Budapest, Hungária krt. 179-187., phone: +36-1-266-0000, email: [interticket@interticket.hu](mailto:interticket@interticket.hu) (for example by post, fax or email). You can use the sample declaration of withdrawal/cancellation included in Annex 2 of this document. Your cancellation/withdrawal will be considered as done within the deadline if you send your declaration of withdrawal/cancellation before the deadline specified above.

##### **The effects of Withdrawal/Cancellation**

If you withdraw from the contract, we will immediately but no later than 14 (fourteen) days following the receipt of notification regarding cancellation or withdrawal refund the total amount paid by you, including postage (with the exception of any additional fees that arose as the result of you requesting a different courier method to the normal, cheapest option offered by us).The amount due will be repaid to you using the same payment method you used during the purchase unless you specifically request a different method; you shall not be liable to pay any extra charge in case of such refund.

In case of contracts regarding the purchase of products, you have to return the item without any delay, but within 14 days, the latest following the notification of withdrawal.The deadline will be considered as kept if the product is sent before the end of the 14-day period. We are entitled to withhold payment until we receive the product or until it is undoubtedly proven that it has been returned by you: the earlier time of the two will have to be taken into account. The direct cost of returning the product will be borne by you.



You will only be responsible for any loss of value if it resulted from any use over the use to determine the nature, characteristics and functionality of the product.

### **Annex 4.**

#### **Information on liability for defects, product warranty**

##### **1. Liability for defects**

When can you use your right for liability for defects?

You can enforce liability claims, according to the rules of the Civil Code of Hungary, against the company in case of defective performance by the Service Provider.

What are you entitled to based on your claim on liability for defects?

You are entitled to submit the following claims, of your choice, based on liability for defects:

You can ask for repair or replacement, except if the claim of your choice is either impossible to fulfil or would cause disproportionate expense for the company. If you did not or could not ask for repair or replacement, you can request that the price is proportionally reduced or you can attempt to resolve the issue at the expense of the company or have it resolved by others, or – as a last resort – you may withdraw from the contract. You may revert from your choice of claim to another, but you will be responsible for any relevant costs unless it was justified or if the company gave grounds to such.

What is the deadline to exercise your right for liability for defects?

You must report the defect immediately after its discovery, but no later than 2 months after its discovery. However, please note that you will not be entitled to exercise your right for liability for defects following the 2-year deadline following the completion of the contract.

Against whom can you assert your claim for liability for defects?

You can assert your claim for liability for defects against the company.

Are there any other conditions relating to exercising your right for liability for defects?

There are no other conditions other than reporting the defect within 6 months following the completion of the contract if you prove that the product or Service was provided by InterTicket Ltd. However, after 6 months following the completion of the contract you have to prove that the defect you discovered was already present at the time of the completion of the contract.

##### **2. Product Warranty**

When can you use your right for product warranty?

In case of defects of goods (products) you can exercise your right either for liability for defects or product warranty at your discretion.

What are you entitled to based on your claim on product warranty?

As a claim under your right for product warranty you can only request repair or replacement of the defective product.

In what case would a product be considered as defective?

The product is considered defective if it does not meet the conditions regarding quality effective at the time of it being placed on the market or if it does not meet the characteristics advertised in the specification given by the manufacturer.

What is the deadline to exercise your right on product warranty?

You may exercise your right for product warranty within 2 years after the time the manufacturer places the product on the market. After this time, you will lose this right.

Against whom can you assert your claim and are there any other conditions relating to exercising your right on product warranty?

You can only exercise your right for product warranty against the product's manufacturer or distributor. It is your responsibility to prove the product's defectiveness in case you intend to exercise your right for product warranty.

When will the manufacturer (distributor) be exempt from its liability for provide product warranty?

Manufacturer (distributor) will only be exempt from its liability for product warranty if it can prove that:

- the product was not manufactured or distributed as part of its business activity, or
- the defect was not recognizable at the time of distribution with scientific or technical knowledge, or
- if the defect results from meeting compulsory conditions or certain acts or provisions.

For exemption manufacturer (distributor) needs to prove only one of the above conditions.

Please note that you are not allowed to claim for liability for defects or product warranty for the same defect, at the same time. However, if you have successfully exercised your right for liability for defects, you are entitled to exercise your right against the manufacturer in relation to the replaced product or replaced part.

### Annex 5.

#### Privacy Policy

##### I. Data Controller (Service Provider)

|   |  |
|---|--|
| <b>Service Provider`s Name:</b>             | InterTicket Ltd.   |
| <b>Headquarters and postal address:</b>     | 1139 Budapest, Váci út 99., Balance Building 6.emelet  |
| <b>Registration Authority:</b>              | Metropolitan Court acting as Registry Court  |
| <b>Company Registration Number:</b>         | Cg. 01-09-736766   |
| <b>Tax number:</b>                          | 10384709-2-42  |
| <b>E-mail address:</b>                      | <a href="mailto:interticket@interticket.hu">interticket@interticket.hu</a>   |
| <b>Website:</b>                             | <a href="http://www.jegy.hu">www.jegy.hu</a>   |
| <b>Call Centre:</b>                         | <a href="tel:+3612660000">+36-1-266-0000</a>   |
| <b>Customer Service e-mail address:</b>     | <a href="mailto:interticket@interticket.hu">interticket@interticket.hu</a>   |
| <b>Location and contact for Complaints:</b> | 1139 Budapest, Váci út 99., Balance Building 6.emelet<br><a href="tel:+3612660000">+36-1-266-0000</a> ,<br><a href="mailto:interticket@interticket.hu">interticket@interticket.hu</a><br>Weekdays between 10am and 3pm |
| <b>Name of Data storage provider:</b>       | T-Systems Adatpark   |
| <b>Address of Data storage provider:</b>    | H-1087 Budapest, Asztalos Sándor u. 13   |

**Data Protection Registration Nr** NAIH 54216/2012.

##### II. Privacy policy employed by the Company

1. Service Provider as manager of the data assumes an obligation that all data management relating to its activities complies with the provisions of this Privacy Policy and the relevant rules and regulations.
2. Service Provider reserves the right to change the policy from time to time. Any such changes will be posted on the website at least eight (8) days prior to it becoming effective so that Customer is informed of any changes. Customer's continued use of this Service shall constitute their acceptance of any revised privacy policy.
3. Service Provider is committed to protecting Customers' privacy, considers it of paramount importance to respect Customers' right of informational self determination. Service Provider treats personal data confidentially and uses industry standard efforts to safeguard the confidentiality of data.

4. Service Provider's Privacy Policy is in accordance with the current data protection legislation, thus especially with the following:

- Act CXII of 2011 on the Right of Informational Self Determination and on Freedom of Information (hereinafter referred to as Privacy Act);
- Act CVIII of 2001 on Certain Aspects of Electronic Commerce and Information Society Services (E Commerce Act);
- Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities (Business Advertising Act).

5. Service Provider will only use personal information indispensable to provide the Services requested with the consent of those involved.

6. The Company is committed that before collecting, recording or managing any personal data of its Customers it will publish clear, soliciting Customers' attention and unambiguous statements which informs Customers of the ways data is recorded, their purpose and principles. In addition, in cases when recording, including or handling any data is not made compulsory by some rule or regulation, Company will inform Customers that providing information is voluntary. If providing personal data is compulsory by law, the relevant rules and regulations must also be indicated. Those involved must also be informed of the purposes of data collection and of whom the data will be managed and used by.

7. If the Company intends to use the provided personal data for any other purposes than it was originally provided for, Company must inform Customer and obtain Customer's express, prior consent and make it possible for Customer to prohibit such use.

8. Service Provider will comply with all restrictions specified by the relevant rules and regulations when collecting, recording or managing any personal data and will provide information of its activities, if so required by any persons affected, by email. The Company undertakes that it shall not enforce any sanctions against Customers who refuses to disclose information if it is not compulsory.

### **III. Legal basis of data processing**

1. Personal data may be processed when the data subject has given their consent or when processing is decreed by law or by a local authority's bye-law, based on authorization conferred by law concerning specific data defined therein for the performance of a task carried out in the public interest. The legal basis of data processing, in accordance with paragraph 1a of Section 5 of Act CXII of 2011 on the Right of Informational Self Determination and on Freedom of Information

(Privacy Act), is the voluntary consent of the data subject and those included in Section 13 of Act CVIII of 2001 on Certain Aspects of Electronic Commerce and Information Society Services.

2. Where personal data is recorded under the data subject's consent, the controller shall – unless otherwise provided for by law – be able to process the data recorded where this is necessary:

a) for compliance with a legal obligation pertaining to the controller, or

b) for the purposes of legitimate interests pursued by the controller or by a third party, if enforcing these interests is considered proportionate to the limitation of the right for the protection of personal data, without the data subject's further consent, or after the data subject having withdrawn his consent.

#### **IV. Purpose of data processing, scope of processed data, time limit of data processing and those entitled to access data**

1. Data processing of Service Provider's Services are based on voluntary consent but in certain cases the processing, storing, transferring of a certain scope of data is compulsory by law. Service Provider shall not use personal data for purposes other than specified.

##### 2. Purchasing Tickets and other products

Data processing is based on Customer's voluntary consent which, in case of purchasing Tickets, is needed to use the website's Ticket sales Service. The declaration contains the Customer's expressed consent for the use of their personal details provided during the use of the website. The legal basis of data processing, in accordance with paragraph 1a of Section 5 of Act CXII of 2011 on the Right of Informational Self Determination and on Freedom of Information (Privacy Act), is the voluntary consent of the data subject and those included in Paragraph 2 of Section 169 of Act C of 2000 on Accounting.

The purpose of data processing is to provide the Ticket sales Services at the website, such as orders, any relevant Services, documentation of shopping and payment and compliance with the requirements on accounting. Managed data: first and last name, phone number, email address, password entered at pre registration, if delivery is requested the specified delivery address, billing address, transaction number, transaction date and time, contents of receipt, customer number, InterTicket card number, in case of a VAT invoice: name, address and tax number. Time limits for the retention of data is 8 years.

##### 3. Registration

If a password is chosen at pre registration, Customers need to provide their details only once and they can check their previous orders. Service Provider will manage the given details until the

Customer prohibits such use by opting out. Data that may be provided the Customer: email address, phone number, name, place of residence, address, place and time of birth, product category used in Customer's orders, date of purchase, payment methods used by Customer, amounts of purchases made by Customer.

#### 4. Cookies

In order to provide a tailored Service, the Company places a small data packet (so called cookie) in Customer's computer. A cookie is designed to ensure that the website functions at the highest possible level to enhance user experience. By visiting the website and using its features you consent to storing the said cookies on your computer and to having these cookies accessed by the manager of the data. Cookies are generally stored for 30 days, however, by setting your browser you can prevent activities related to cookies. However, please note that in this case, without the use of cookies, you may be unable to use certain features of the website.

#### 5. Other data management

We provide information on data management not specified in this document at the time of the registration of such data. Please note that the court, prosecutor, investigating authority, offense authority, administrative authority, the data protection commissioner, as well as other bodies under the authorization of the legislation may request the manager of the data to provide information, provide and transfer data, and provide documents. Service Provider shall only disclose personal information to the authorities - if the authority has specified the exact purpose and the scope of data - to the extent necessary for the purposes of the request.

6. Data manager shall not check the provided personal information. The person providing the information will be solely responsible for the compliance of the provided information. When Customers provide their email address, they assume responsibility that only they will use the Service from this email address. In this respect the person who registers the email address will be responsible for every login used with the given email address. If Customer is not providing their own personal data, Customer has the duty to obtain consent from the affected person.

7. People in the employment of or in contractual relationship with Service Provider, as well as the employees of the courier company arranging the delivery of the products will be entitled to get to know the personal data.

### **V. Forwarding data**

1. Service Provider will only transfer personal information to third parties in case of Customer's prior and expressed consent. This does not apply to any mandatory transfers required by law.

2. By using the Service Customer agrees to Service Provider forwarding the data to the organizer of the given Event so that the organizer should be able to inform the Customer directly and without delay in case the Event is cancelled, rescheduled or of any important circumstances that may affect the viewer and also making it possible that Event organizer could refund or replace the Tickets directly.

3. The Company as Data controller is entitled and must forward all personal data that is available and lawfully stored to the relevant authorities if so ordered by a law or an enforceable order of an authority. Data controller cannot be made responsible for such data forwarding or any resulting consequences.

### **VI. Security measures**

1. With regard to processing and handling personal data Service Provider will act with the greatest possible diligence. Service Provider uses the reasonably achievable, most effective cutting edge tools and procedures in the field of security Services.

2. Data controller shall make arrangements for and carry out data processing operations in a way so as to ensure full respect for the right to privacy of data subjects.

3. Controllers, and within their sphere of competence, data processors must implement adequate safeguards and appropriate technical and organizational measures to protect personal data, as well as adequate procedural rules to enforce the provisions of the Privacy Act and other regulations concerning confidentiality and security of data processing.

4. Service Provider will employ such technical, structural and organizational measures to defend the security of data management that provides appropriate level of security to the risks arising in connection with data management.

5. Both Service Provider's IT System and network are protected against computer assisted fraud, espionage, sabotage, vandalism, fire, flood, furthermore against computer viruses, cyber intrusions and attacks leading to refusal of Services. Service Provider uses server level and application level protection features to ensure security.

6. Electronic messages transmitted via the Internet, are vulnerable to network threats irrespective of protocol (email, web, ftp, etc) which may result in fraudulent activity or disclosure or modification of information. Service Provider shall take all reasonable precautions to protect from such threats. Service Provider shall monitor the Systems in order to record any security deviation and to provide proof in case of all security events. However, the Internet is commonly - therefore, also to the User - known to be not one hundred percent secure. Service Provider shall not be responsible for damages caused by inevitable attacks despite its best efforts.

### **VII. Rights of data subjects; enforcement; objecting to the processing of personal data; judicial remedy and compensation**

1. Requests for changes in personal details or for deleting personal details can be sent from the registered email address or by post, via a written, fully conclusive private document expressing such request. Certain personal data can also be modified using the website's personal profile page. Following the fulfilment of a request for the deletion or modification of personal data, the earlier (deleted) data can no longer be restored.

Users may request information on their personal data being processed. Data controller will only consider such a request sent by email valid, if the request is sent from the User's registered email address. Upon the data subject's request the data controller shall provide information concerning the data relating to User, including those processed by a data processor on its behalf or according to their notice, the sources from where they were obtained, the purpose, grounds and duration of processing, the name and address of the data processor and on its activities relating to data processing, and the conditions and effects of the data incident and measures taken with a view to eliminate them and – in case of data transfer – the legal basis and the recipients. Requests to provide information by email must be sent to [interticket@interticket.hu](mailto:interticket@interticket.hu). Service Provider must comply with requests for information without any delay, and provide the information requested in an intelligible form, in writing at the data subject's request, within no more than 30 days.

The information prescribed in Subsection (4) shall be provided free of charge for any category of data once a year. Additional information concerning the same category of data may be subject to a charge. Where any payment is made in connection with data that was processed unlawfully, or the request led to rectification, it shall be refunded.

The data controller may refuse to provide information to the data subject in the cases defined in the Privacy Act. Should a request for information be denied, the data controller should inform the data subject in writing as to the provision of this Act serving grounds for refusal. Where information is refused, the data controller shall inform the data subject of the possibilities for seeking judicial remedy or lodging a complaint with the National Authority for Data Protection and Freedom of Information (hereinafter referred to as Authority). Data controllers shall notify the Authority of refused requests once a year, by 31 January of the following year.

2. The data subject may request from the data controller the rectification of his personal data, and the deletion or blocking of his personal data, except for where processing is rendered mandatory.

3. With a view to verifying legitimacy of data transfer and for the information of the data subject, the data controller shall maintain a transmission log, showing the date of time of transmission, the legal basis of transmission and the recipient, description of the personal data transmitted, and other information prescribed by the relevant legislation on data processing.



4. Where a personal data is deemed inaccurate, and the correct personal data is at the controller's disposal, the data controller shall rectify the personal data in question.

5. If the accuracy of an item of personal data is contested by the data subject and its accuracy or inaccuracy cannot be ascertained beyond doubt, the data controller shall mark that personal data for the purpose of referencing.

6. If the data controller refuses to comply with the data subject's request for rectification, blocking or erasure, the factual or legal reasons on which the decision for refusing the request for rectification, blocking or erasure is based shall be communicated in writing or, on the consent of the data subject, electronically within thirty days of receipt of the request. Where rectification, blocking or erasure is refused, the data controller shall inform the data subject of the possibilities for seeking judicial remedy or lodging a complaint with the Authority.

7. Prior to data processing being initiated the data subject shall be informed whether his consent is required or processing is mandatory.

8. The data subject shall have the right to object to the processing of data relating to him:

a) if processing or disclosure is carried out solely for the purpose of discharging the controller's legal obligation or for enforcing the rights and legitimate interests of the controller, the recipient or a third party, unless processing is mandatory;

b) if personal data is used or disclosed for the purposes of direct marketing, public opinion polling or scientific research; and

c) in all other cases prescribed by law.

In the event of objection, the controller shall investigate the cause of objection within the shortest possible time inside a 15 day time period, adopt a decision as to merits and shall notify the data subject in writing of its decision.

If, according to the findings of the controller, the data subject's objection is justified, the controller shall terminate all processing operations (including data collection and transmission), block the data involved and notify all recipients to whom any of these data had previously been transferred concerning the objection and the ensuing measures, upon which these recipients shall also take measures regarding the enforcement of the objection.

If the data subject disagrees with the decision taken by the controller, or if the controller fails to meet the deadline, the data subject shall have the right under Section 22 of the Privacy Act to turn to court within 30 days of the date of delivery of the decision or from the last day of the time limit.

If data that are necessary to assert the data recipient's rights are withheld owing to the data subject's objection, the data recipient shall have the right under Section 22 of the Privacy Act to turn to court against the controller within 15 days from the date the decision is delivered in order to obtain the data. The controller is authorised to summon the data subject to court.

If the data controller fails to send notice, the data recipient shall have the right to request information from the controller concerning the circumstances of non disclosure, upon which the controller shall make available the information requested within 8 days of receipt of the data recipient's request. Where information had been requested, the data recipient might bring an action against the controller within 15 days from the date of receipt of the information, or from the deadline prescribed therefor. The controller is authorised to summon the data subject to court.

The controller shall not delete the data of the data subject if law has prescribed processing. However, data may not be disclosed to the data recipient if the controller agrees with the objection or if the court has found the objection justified.

12. In the event of any infringement of his rights, the data subject, and in the cases referred to in Section 21 of the Privacy Act, the data recipient may turn to court action against the controller. The court shall hear such cases in priority proceedings.

The burden of proof to show compliance with the law lies with the data controller. In the cases under Subsections (5) and (6) of Section 21 of the Privacy Act, the burden of proof concerning the lawfulness of transfer of data lies with the data recipient.

The action shall be heard by the competent tribunal. If so requested by the data subject, the action may be brought before the tribunal in whose jurisdiction the data subject's home address or temporary residence is located.

Any person otherwise lacking legal capacity to be a party to legal proceedings may also be involved in such actions. The Authority may intervene in the action on the data subject's behalf.

When the court's decision is in favour of the plaintiff, the court shall order the controller to provide the information, to rectify, block or erase the data in question, to annul the decision adopted by means of automated data processing Systems, to respect the data subject's objection, or to disclose the data requested by the data recipient referred to in Section 21 of the Privacy Act.

If the court rejects the petition filed by the data recipient in the cases defined in Section 21 of the Privacy Act, the controller shall be required to erase the data subject's personal data within three days of delivery of the court ruling. The controller shall erase the data even if the data recipient does not file for court action within the time limit referred to in Subsection (5) or (6) of Section 21 of the Privacy Act.

The court may order publication of its decision, indicating the identification data of the controller as well, where this is deemed necessary for reasons of data protection or in connection with the rights of large numbers of data subjects under protection by the Privacy Act.

13. If data controller causes damage to a data subject because of unlawful processing or by any breach of data security requirements, they shall pay for such damages. The data controller shall be liable for damages caused by the data processor. The controller shall be released from liability for damages and from paying restitution if it demonstrates that the damage or the violation of personal rights were brought about by reasons beyond its data processing activity. No compensation shall be paid and no restitution shall be demanded where the damage or the violation of rights was caused by intentional or serious negligent conduct on the part of the aggrieved party or the data subject.

### **VIII. Methods for remedy:**

In case of questions and comments please contact Service Provider via email at the [interticket@interticket.hu](mailto:interticket@interticket.hu) email address. Customer can request remedy from the courts on the basis of the Privacy Act and the Civil Code. Remedies may be requested and complaints be filed at the National Authority for Data Protection and Freedom of Information:

Name: National Authority for Data Protection and Freedom of Information

Postal Address: H-1530 Budapest, Pf.: 5.

Address: 1125 Budapest Szilágyi Erzsébet fasor 22/c

Phone: +36 (1) 391-1400

Fax: +36 (1) 391-1410

E mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

URL: <http://naih.hu>

### **IX. Definitions for the purposes of this Document on Privacy Policy**

‘data set’ shall mean all data processed in a single file;

‘controller’ shall mean natural or legal person, or organisation without legal personality which alone or jointly with others determines the purposes and means of the processing of data; makes and executes decisions concerning data processing (including the means used) or have it executed by an appointed data processor; controller:

1. InterTicket Ltd. (headquarters: H-1146 Budapest, Hungária krt. 179-187.);
2. During specific performances and Event the Event Organizer for the Event of whom Customer has purchased the Tickets; the name and data of Event Organizer are specified on the webpage of the Event and the Ticket.

'data' processing' shall mean any operation or the totality of operations performed on the data, irrespective of the procedure applied; in particular, collecting, recording, registering, classifying, storing, modifying, using, querying, transferring, disclosing, synchronising or connecting, blocking, deleting and destructing the data, as well as preventing their further use;

'data process' shall mean performing technical tasks in connection with data processing operations, irrespective of the method and means used for executing the operations, as well as the place of execution, provided that the technical task is performed on the data;

'data processor' shall mean any natural or legal person or organisation without legal personality processing the data on the grounds of a contract, including contracts concluded pursuant to legislative provisions;

'tagging data' shall mean marking data with a special ID tag to differentiate it;

'data destruction' shall mean complete physical destruction of the data carrier recording the data;

'data transfer' shall mean ensuring access to the data for a third party;

'data deletion' shall mean making data unrecognisable in a way that it can never again be restored;

'blocking of data' shall mean marking data with a special ID tag to indefinitely or definitely restrict its further processing;

'automated data' shall mean data to be automatically processed;

'EEA Member State' any Member State of the European Union and any State which is party to the Agreement on the European Economic Area, as well as any State the nationals of which enjoy the same legal status as nationals of States which are parties to the Agreement on the European Economic Area, based on an international treaty concluded between the European Union and its Member States and a State which is not party to the Agreement on the European Economic Area;

'data subject' shall mean any natural person directly or indirectly identifiable by reference to specific personal data;

'customer' shall mean any natural person who registers on the website of Service Provider or carries out a purchase without registration;

'mechanical processing' shall mean the following operations if they are carried out wholly or partly, by automated means: storing of the data, logical or arithmetic operations with the data, modifying, deleting, retrieval and distribution of the data;

'third country' shall mean any State that is not an EEA State;

'third party' shall mean any natural or legal person, or organisation without legal personality other than the data subject, the data controller or the data processor;

'the data subject's consent' shall mean any freely and expressly given specific and informed indication of the will of the data subject by which he signifies his agreement to personal data relating to him being processed fully or to the extent of specific operations;

'disclosure' shall mean ensuring open access to the data;

'personal data' shall mean data relating to the data subject, in particular by reference to the name and identification number of the data subject or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data in regard to the data subject;

'the data subject's objection' shall mean a declaration made by the data subject objecting to the processing of his/her personal data and requesting the termination of data processing, as well as the deletion of the data processed;