

# GENERAL TERMS AND CONDITIONS

FOR THE PURCHASE, HANDING, USE OF TICKETS AND PARTICIPATION IN THE EVENTS  
ORGANISED BY

LIVE NATION CENTRAL AND EASTERN EUROPE KFT.

## THE PROVIDER (DEATILS OF THE EVENT ORGANISER)

Name: Live Nation Central and Eastern Europe Kft.

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## GENERAL PROVISIONS, PURPOSE AND SCOPE OF THE GTC, LIST OF OTHER RELEVANT REGULATIONS

1. These General Terms and Conditions (hereinafter referred to as "GTC") contain the general terms and conditions of the sale of tickets to Live Nation Central and Eastern Europe Kft. (hereinafter referred to as "Event"), the handling and use of tickets, participation in the Events, the use of services provided by the Event Organiser and the rights and obligations of the Event Organiser and the ticket holder/visitor as parties to the legal relationship.
2. These GTC shall apply to the possession and use of tickets for all ticketed Events organised by the Event Organiser and performed in public and to the use of the services provided at the Event, and shall also apply to the rules of conduct applicable to ticket holders and visitors.
3. The provisions of these GTC are general provisions independent of the particular Event, which may be amended, overwritten, partially or entirely superseded by special provisions necessary for the Event Organizer to conduct the particular Event in a different manner than the general ones. In such a case, the Event Organiser shall publish Special Terms and Conditions in relation to the Event in question, which shall be published in the same manner as these GTC, either before or during the sale of Tickets for the Event. If the terms and conditions set out in these General Terms and Conditions and the provisions of the Special Conditions of Service (SCS) are contradictory, the Special Conditions of Service shall prevail.
4. The Ticket issued may contain in short, textual or pictorial form, rules, regulations, extracts, guidance relating to the conduct of the Event and/or participation in the Event, appropriate visitor behaviour, instructions from either the GTC or the Special Conditions of Service (SCS). These rules and regulations shall be deemed to be an extension and not a substitution of these GTC and any Special Conditions of Service (SCS), if applicable. In case of conflicting provisions, the provisions of the Special Conditions of Service (SCS), or in the absence thereof, the information on the Ticket and, ultimately, the GTC shall prevail.
5. The operators of the venues of each Event shall publish a separate policy(s) for the public use of the facilities under their operation. These rules apply to all Visitors, who are obliged to

comply with them and to enforce them in respect of Visitors for whom they are responsible.

6. Official ticket distributors entrusted with the sale of Tickets shall sell Tickets in accordance with their own contractual terms and conditions, in their own name, but for the benefit of the Event Organiser. The purchase of a Ticket is subject to the prior acceptance by the Ticket Purchaser of the Ticket Distributor's terms and conditions of contract for the purchase of Tickets. The Ticket Distributor Terms and Conditions may themselves contain informative provisions relating to the use of the redeemed Ticket, but in no way replace, substitute for or override the provisions of the present GTC.

7. In certain cases, it may be necessary for the Event Organiser to clarify or amend its current regulations on the possession and use of Tickets for the Event and on the attendance of the Event in order to ensure the safe and highest possible quality of the Event or for any unforeseen circumstances. In such a case, the Event Organiser will inform the Ticket Buyers by means of a communication, both by electronic message sent to the Ticket Buyers (if the Ticket Buyer has given their prior consent) and by means of a notice on its website, freely accessible to the general public (hereinafter referred to as the "Event Organiser's Notice").

8. The Ticket is a contract concluded by electronic means, which is governed by Act V of 2013 on the Civil Code and Act CVIII of 2001 on certain provisions of electronic commerce services and information society services. If the contract (represented by the Ticket) is concluded with a consumer, it is subject to the provisions of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between the consumer and the Event Organiser as a Business.

Due to the type, nature or external circumstances of the Event, further legal provisions may also regulate the participation in the Event and the legal relationship between the Visitor and the Event Organiser (e.g. the provisions of the Act I. of 2004 on Sport. Act 2004 on Sport, events subject to the legislation on music and dance events or health and epidemiological legislation relating to the organisation and/or attendance of certain events). In the course of the organisation of the Event or participation in the Event, both the Event Organiser and the Visitor are obliged (even if this is contrary to the other regulations listed here) to comply at all times with such applicable law.

9. In order to make the provisions of these GTC easy to understand for the ticket buyer, the ticket holder and the visitor, the Event Organiser makes these GTC accessible to anyone on its website.

10. In the event of any conflict between the information contained in the previously listed Regulations, the following order of precedence shall apply in determining the applicable Regulations

(with the Regulation which is applicable in all circumstances being given first priority)

In the first place: Law

Second: Event Organiser's Notice(s)

Third: Event Organiser's Special Service Notice(s)

Fourth: the information on the Admission Ticket

Fifth: the Venue's house rules

Sixth: these General Terms and Conditions

Seventh: the provisions governing the use of the Tickets as set out in the Official Ticket Vendors' own terms and conditions of service.

#### DEFINITIONS

11. Regulations. The set of terms and conditions, policies, notices, information and laws applicable to the Event listed in the preceding paragraph.

12. Ticket. A civil contract between the Event Organiser and the Ticket Buyer, in paper or electronic format, with unique identifiers, for the attendance of the Event, whereby the Event Organiser undertakes to carry out the Event specified on the Ticket. The Ticket Buyer (or subsequent Ticket Holder) will use the Ticket as proof of his/her right to attend the Event.

13. Ticket Buyer. The person who actually purchases the Ticket.

14. (Official) Ticket Distributor. The company appointed by the Event Organiser to sell Tickets for the Event.

15. Ticket Holder. A natural person who actually holds a Ticket before it is used.

16. Visitor. A natural person who attends the Event with a Ticket.

17. Participation Fee. That portion of the value of the Ticket which entitles the Visitor to attend the Event.

18. Ticket redemption. The process whereby, due to a change in the Event, the Event Organiser refunds all or part of the Participation Fee paid, expressly to the Visitor.

19. Invalid ticket. A Ticket or a document or solution intended to replace the functionality of a Ticket, which does not entitle the holder to attend the Event.

20. (Event) venue. An indoor or open structure, premises or enclosed space for mass gatherings in which the Event takes place.

#### PURCHASE OF THE TICKET

21. Tickets may be purchased exclusively through ticket distributors authorised by the Event Organiser, through the sales channels operated by the ticket distributors and through the Event Organiser's website. Any other reseller, ticket vendor, ticket exchange or internet shop they may operate is not an authorised ticket vendor and tickets purchased through such transactions do not grant admission to the Event. The Event Organiser accepts no liability whatsoever in relation to Tickets purchased from unofficial sources, including but not limited to their validity. A Ticket which was originally issued by an official ticket distributor, but which has been resold for commercial purposes by its original purchaser or by a holder authorised by the original purchaser shall also be deemed to have been purchased from an unofficial source.

22. The Event Organiser shall only allow the sale of Tickets directly to end users for retail purposes through official ticket distributors. It is strictly prohibited to purchase Tickets for commercial or resale purposes through Ticket Distributors. Event Organiser shall regard as a serious breach of contract any behaviour by a customer which may be considered to be aimed at reselling the Tickets resulting from the purchase, influencing the quantity and quality of the Tickets available or hoarding Tickets, and shall unilaterally terminate the contract resulting from such transaction(s) with immediate effect, even after

the purchase has been made, and return to the purchaser any participation fees paid, with the Tickets being invalidated.

23. The determination of the Participation Fee for Tickets, the allocation of each Venue and Event to a Ticket price category, the discounts applied, if any, and the availability of Tickets and Ticket types are at the sole discretion of the Event Organiser.

24. A list of Official Ticket Vendors can be found on the Event Organiser's website, including on the subpage of the relevant Event. Any ticket distributor, reseller or ticket exchange service provider not listed on the Event page shall not be considered an Official Ticket Distributor for the Event.

25. Tickets are sold by Ticket Vendors according to their own rules of business. The service related to the actual sale of the Ticket is provided by the Ticket Distributor to the Ticket Purchaser, the Event Organiser is not a party to the service therein.

26. Tickets are issued and delivered to the Ticket Purchaser by the Ticket Distributor. The Ticket shall contain at least the name of the Event, the name of the Venue of the Event, the date and scheduled start time of the Event, the name, address and tax number of the Event Organiser, the name of the seat in the public area which can be occupied with the Ticket, the price category of the Ticket, the price of the Ticket (which may differ from the Participation Fee depending on the services and other fees included in the Ticket price), the Ticket or associated purchase transaction identification number, and a unique barcode identifier specific to the Ticket for electronic verification purposes.

27. In addition to the above, the name of the Ticket Purchaser or the Ticket Holder, the name and amount of the discount in the case of a discounted Ticket, basic information on the use of the Ticket and on the visit to the Event may be indicated on the Ticket, either in text or pictogram form.

28. Unless otherwise provided by the Event Organiser, a Ticket Purchaser may, in the course of a single purchase transaction, purchase four (4) Tickets.

#### HOLDING THE TICKET, PREPARING FOR THE EVENT, RIGHT OF WITHDRAWAL

29. A service contract is established between the Ticket Holder and the Event Organiser through the purchased Ticket.

30. Resale of Tickets for commercial purposes or resale of Tickets for private purposes at a price significantly higher than the original price is prohibited. However, the Tickets may be freely transferred by the original Ticket Purchaser to a new Holder. The new Ticket Holder is entitled to use the Ticket, to attend the Event and to use the other services offered, and must comply with the provisions of these GTC and the other Regulations applicable to him/her. The Ticket Holder transferring the Ticket declares that he/she transfers the Ticket to another Holder in the knowledge that the new Holder will become a full user of the Ticket and that the Ticket Holder, as a former Holder, will lose all previous rights granted to him/her by the Ticket in connection with attending to the Event.

31. Without the express prior written consent of the Event Organiser, Tickets may not be offered in a promotional or any other sweepstakes or otherwise resold, used or otherwise disposed of to a new Holder, whereby a reasonable person could conclude that either the ticket reseller or the new Holder has a sponsorship, donorship or co-sponsorship, cooperation agreement with the Event or the Event Promoter. Tickets offered, sold, transferred, used or disposed of in violation of this condition will be cancelled without prior notice to the Owner, will not be valid for admission to the Event, and any

Visitor who has already entered the Event with such a Ticket will be removed from the Venue.

32. The Organiser will not replace lost, damaged or destroyed Tickets. The original Purchaser of the Ticket may make a claim for the replacement of the Ticket for such reason to the original distributor of the Ticket, which shall perform this activity in accordance with its own business rules and fees.

33. The Event Organiser reserves the right to withdraw from sale or use, or to close to Visitors, specific seats in the auditorium for technical, safety, artistic or other reasons, whether unforeseen or not, either before the start of ticket sales, before the Event or even during the Event. If a Ticket sale has already taken place in such location or area and the need for closure becomes clear before the actual date of the Event, Event Organiser will notify the Ticket Purchaser through the Ticket Distributor and offer a location of the same or higher category as the original Ticket location as an alternative location from which to view the Event. If the Ticket Purchaser does not accept the alternative seat, the Event Organiser will compensate the Ticket Purchaser by refunding the Participation Fee (in addition to cancelling the Ticket) or by other agreed means.

34. The Ticket is not refundable in the absence of express written instructions or notices from the Event Organiser. The Event Organiser hereby informs the Ticket Buyers that pursuant to Section 29 (1) (I) of Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses, the right of withdrawal or the right of termination cannot be exercised if the service is for a specific date (a specific day, deadline). In view of this, the right of withdrawal and termination otherwise available to consumers under Article 20 of the Government Decree does not apply to the redemption of Tickets.

#### CHANGE OF PROGRAMME, DATE AND VENUE, CANCELLATION OF THE EVENT

35. The Event Organiser reserves the right to change the programme, date and venue.

36. A change in the programme shall not be considered as such if, relative to what has originally been announced, the Event includes other, non-main characters (e.g. a change in the names of orchestra members not identified by the name of the performer, a change in the opening orchestra, a change in the members of the performing groups, a change in the members of the theatre companies), if the originally announced programme of the Event is changed or if the playlist changes. As a general rule, a change of programme is not considered to be a change if the change is not of such a magnitude that, with prior knowledge of the change, the intention of the great majority of ticket purchasers to purchase tickets could be called into question.

37. It is not considered a date change if the Event starts or takes place on a different (earlier or later) date than the originally advertised calendar day.

38. In the case of an Event where part or all the Event takes place in an open space exposed to the weather and any unsuitable weather conditions may endanger the holding of the Event or the safety of the Visitors, the Event Organiser may announce a reserve day (Rain Day) before the sale of Tickets begins. If a Rain Day has been announced and is indicated on the Tickets, the Event Organiser may decide to hold the Event on the Rain Day at any time. The Event Organiser will notify Ticket Holders of the decision by means of an

Event Organiser Notice. The holding of an Event on a Rain Date shall not constitute a change of date.

39. It is not considered a change of venue if the Event takes place in a different facility, indoor or outdoor hall of the Venue with the same land registry lot number.

40. In the event of a change of programme, date or venue, if it is assumed that the Ticket Purchaser would not have originally concluded the contract (not purchased a ticket) if he/she had known of the new programme, new date and/or new venue, the Event Organiser shall provide the Ticket Purchaser with the possibility to withdraw from the contract (Ticket refund) upon request. The Event Organiser shall inform the Ticket Purchasers of the possibility to redeem tickets, the procedure for doing so and the person responsible for the procedure by means of an Event Organiser Notice issued at the same time as the announcement of the change of programme, date and/or venue.

41. If the Event is cancelled before the start of the Event, the Event Organiser will automatically refund the Ticket Participation Fee for online credit card purchases to the Ticket Purchasers. The detailed rules and details of the refund of Tickets resulting from non online credit card purchases will be communicated to Ticket Buyers by the Event Organiser in an Event Organiser Notice published at the same time as the cancellation notice.

42. If an Outdoor Event is held on a Rain Day at the discretion of the Event Organiser, or if a Rain Day is not announced in advance, the Event shall be deemed to have been properly held even if it is cancelled, interrupted, ended early or started late due to weather conditions, provided that:

- 42.1. more than half of the Event has been properly held, or
- 42.2. the start of the Event is delayed by less than fifty per cent of the scheduled length of the Event; or
- 42.3. if the Event is interrupted for less than twenty-five per cent of the scheduled length of the Event.

If the Event is suspended, the Event Organiser will do its utmost to ensure that the Visitors can wait safely and are adequately protected from the weather but does not guarantee this. Any other interruption, postponement, or early termination due to weather conditions shall be deemed to be a cancellation of the Event. In such a case, the Event Organiser will inform the Ticket Holders of the possibility of holding the Event at a later date or of its definitive cancellation by means of an Event Organiser's Notice.

43. If the contractual performance is delayed or interrupted due to circumstances beyond the Event Organizer's control, which could not have been foreseen at the time of the conclusion of the contract (ticket purchase) and could not have been foreseen to avoid or prevent the circumstances (force majeure), the Event Organizer shall not be liable for the failure to perform the contract and the contract shall be terminated. Force majeure shall be deemed to include, but not be limited to, war, riot, civil unrest, epidemic, act of terrorism, strike, accident, fire, flood, serious energy supply disruption, destruction or unusability of the venue, or any other unforeseeable and unavoidable obstacle beyond the Event Organiser's control which prevents it from performing its obligations or services in accordance with the contract.

44. The sole remedy and maximum compensation for termination, cancellation, interruption, or modification of the Event for any reason and at any stage of the Event shall be the actual Participation Fee paid by the Holder(s)/Visitors. The Holder(s)/Visitors acknowledge and accept that there is a risk of termination,

cancellation, or postponement of the Event, which is not always within the Event Organiser's control. They make all travel arrangements and purchases, including but not limited to booking and purchasing airline, train, taxi or other means of transport and accommodation, at their own risk and expense. The Event Organiser shall not be responsible or liable for the reimbursement of these costs even if the Event is terminated, cancelled or postponed for any reason.

#### THE PROVISION OF THE EVENT SERVICE, PARTICIPATION IN THE EVENT

45. Due to the nature of mass events, the arrival to the Event may take much longer than usual before the Event. In some cases, there will inevitably be a significant queuing time to apply for admission or to use any of the services provided in connection with the Event. It is the Visitor's responsibility to ensure that, as a member of the audience, he/she has sufficient time to reach the Event venue, to enter the Event and to use the services offered at the Event. Venues typically provide a very limited number of parking spaces for Visitors, so parking can take much longer than usual and can sometimes only be provided well away from the Venue. The Event Organiser shall not be liable for any inconvenience, partial or total absence from or non-attendance at the Event for any of the reasons listed herein, or for any failure to attend the Event in general, for any refund of the Admission Ticket, refund of the Participation Fee, compensation or any other compensation whatsoever.

46. The Event Organiser shall be obliged to provide the Event as a service of adequate quality. The ticket distributors selling the Tickets or the Operator of the Venue of the Event shall not be liable for the quality, conduct, realisation, cancellation of the performance, or the performance of the artists or other performers or athletes performing at the Event.

47. In order to participate in the Event, the Visitor must have a valid Admission Ticket before entering the Venue. The Visitor shall present the Ticket to the authorised staff upon entry and upon request throughout the duration of the Event while the Visitor is at the Venue, for the purpose of checking its validity.

48. The Ticket may not be substituted by any other document, confirmation, invoice, receipt, screenshot, voucher, promissory note.

49. The Event Organiser shall not be liable for lost, stolen, damaged or illegible Tickets, for the unavailability of electronic Tickets, for the replacement of Tickets on the spot. The Event Organiser cannot be held liable for the inability to validate a Ticket and thus for the failure to gain access to the Event due to the fact that the Ticket cannot be presented by the Visitor, is lost, stolen, damaged, illegible or inaccessible.

50. The validity of electronic tickets without an analogue, visible physical protection mechanism shall be checked by the Event Organiser using electronic means. With this type of Ticket, entry to the Venue is subject to electronic verification and validation of the Ticket. After validation and successful entry, the electronic Ticket becomes immediately invalid. Any further validation attempts will fail and will therefore be invalid. Even the original purchaser of the Ticket may be refused entry if his/her Ticket has been previously electronically invalidated by someone else.

51. The Event Organiser and the Visitor shall jointly accept the results of the ticket verification resulting from the operation of the access control and electronic ticket verification system operated at the Venue. If the Visitor considers that the malfunction of the Access Control System has rendered his/her Ticket invalid and the Event

Organiser has denied him/her access to the Event, he/she may lodge a written complaint with the Event Organiser's customer service, which the Event Organiser shall investigate and respond to as soon as possible and in any event within thirty days. However, the Event Organiser shall not be obliged to locate the validation result on site, recalibrate the access system, manually reconcile the data and manually override the access result.

52. The Event is not accessible with an invalid Ticket. At the request of the Visitor, the Event Organiser shall issue a certificate of invalidity of the Ticket to the Visitor, which the Visitor may use to initiate legal remedies or compensation proceedings. If the Invalid Ticket is found to be the result of a fraudulent reproduction attempting to copy the security or visual solutions of valid Tickets, the Event Organiser will initiate police proceedings against the holder of the Invalid Ticket.

53. Unless otherwise stated on the Ticket, the Ticket entitles one person to a single admission to the Venue.

54. By applying for admission to the Event, the Visitor accepts the contents of the Rules and Regulations for the conduct of the Event as binding for him/herself and for the persons under his/her supervision.

55. Certain Entrance Tickets entitle only certain categories of users to access (children's ticket, pensioner's ticket, professional ticket, etc.) The Event Organiser is entitled to verify through the security service whether the Visitor is entitled to use the special ticket. Access may be denied to a Visitor presenting a special admission ticket until the Visitor provides proof of entitlement to use the special admission ticket. In the event of exclusion on such grounds, the Visitor shall not be entitled to compensation.

56. During admission, the Event Organiser may, through the security service, in addition to checking the authenticity of the Ticket, carry out a clothing search and a baggage search on persons entering the event. This inspection is for the security of the visitors to the Event. Entry may be refused until the Visitor applying for admission can produce a valid Admission Ticket or until the admission staff, with due justification, refuse entry to the person applying for admission.

57. Objects, which are dangerous to the Venue or the Event, safety, and/or which disturb other Visitors, cause them offence or disturb their peaceful entertainment, or which are capable of disturbing them, food, drinks, glass or plastic bottles, action cameras, drones, selfie sticks, lensed professional or semi-professional image and sound recording equipment, laser pointers, bicycles, scooters, skateboards, roller skates, umbrellas, any piercing or cutting instrument, chains, drugs, explosives, weapons or objects that appear to be weapons must not be brought to the Venue.

58. No bags or packages larger than A4 size (20x30cm) are allowed in the Event Venue.

59. The Visitor must keep the Admission Ticket with him/her and present it for inspection upon request, as long as he/she remains at the Venue. The Visitor acknowledges and agrees that certain Tickets may only be valid for certain areas within the Event Venue.

60. Visitors holding a valid Ticket are entitled to occupy and stay in the auditorium at the seat indicated on their Ticket, to use the service facilities and equipment provided for them, and to use the services provided for them by the Event. The use of certain services may be subject to a fee even if the Ticket is valid (e.g. cloakroom).

61. A visitor holding an Admission Ticket for a place may occupy only and exclusively the seat - whether it is a chair, row of benches, table or designated area - indicated on the Admission Ticket. The Event Organiser shall not be obliged to change the seat, and the Event

Organiser may ask a Visitor who is not in the seat indicated on the Ticket to leave the seat.

62. In order to ensure the safe operation of the Event and to ensure the continuous prompt service of Visitors, available services and/or service facilities (such as entrance, cloakroom, toilets, buffet) may be divided among groups of Visitors and thus not be equally accessible to all Visitors, even if the Ticket otherwise allows the Visitor to stay or pass through an area where the service or service facility is operating.

63. In no case does the Admission Ticket entitle the Visitor to access areas and premises closed to the public.

64. In the case of certain Events, the Event Organiser will provide the Visitor with a wristband along with the Ticket, which allows multiple admission to the auditorium areas corresponding to the Ticket (e.g. priority standing area, VIP area). In such cases, the combined presentation of the wristband and the Ticket entitles the Visitor to enter and remain in the designated area, but does not provide multiple access to the Venue as a whole. The Event Organizer provides maximum one (1) wristband per entitled Visitor, which will not be replaced if damaged.

65. If the need for relocation under Clause 33 is determined at the Venue during the course of the Event, the Event Organiser shall provide the Visitor with an alternative seat of the same or a higher category through the on-site information service or security service. The Event Organiser shall provide proof of the same or higher category at the request of the Visitor. The Event Organiser shall not be liable to pay any compensation for any alleged or actual damage resulting from the transfer or upgrade at the Venue during the Event.

66. Specific Tickets may be allocated to a place in the auditorium from which the view of the production, stage or playing area offered is or may be limited, depending on the production and the Visitor. Upon purchase of such a Ticket, the Ticket Purchaser will be clearly informed of the limited nature of the seat and the fact of the limited view will be indicated on the Ticket itself. No complaints may be made about such limited vision and the Event Organiser will not refund or compensate the Ticket Fee or provide any alternative seating.

67. The Event Organiser will reserve a limited number of designated spaces for wheelchair users, depending on the Venue's conditions, which are accessible to wheelchair users and can be reserved with a special free wheelchair ticket available from the Ticket Vendor. The Event Organiser will, however, require the presence of a permanent, dedicated escort for the Wheelchair seated Guest for the duration of the Wheelchair seated Guest's stay at the Venue. The wheelchair escort must purchase a ticket from the lowest available price category, excluding discounts. Wheelchair Access Ticket applications are subject to prior registration and the Ticket itself is issued in the name of the Wheelchair user, and therefore the general right of free transfer under Clause 30 of these GTC is not applicable in view of its special and free nature.

68. The seating of a Visitor arriving late to the Event and the movement of the Visitor in the auditorium during the Event may be restricted depending on the nature of the performance (e.g. classical music concerts or performances requiring a high level of concentration).

69. Each Visitor visits the Event at his/her own risk. The Visitor is obliged to protect the Venue, to use it as intended, to keep the environment clean, to use the equipment, movable property and space provided to him/her properly and with due care.

70. The productions and performances presented during the Event may be protected by Copyright and Performing Rights, and therefore, without the prior express written consent of the Event Organiser or the Rights Holders, the recording of images and sound or live streaming by any professional means (not including mobile phones or other smart multifunctional devices) at any time during the Event is strictly prohibited. Any such act will result in copyright and/or performer's rights being infringed. If the Visitor fails to cease the infringing act despite being requested to do so, the Visitor may be asked by the Auditorium Security Service to delete any recorded material and to leave the Venue. The Event Organiser shall not be liable for any compensation or damages of any kind for any such ban.

71. Mobile phones or other amateur video and audio recording devices may be used to make recordings, and their private use is permitted as long as it does not infringe the privacy rights of others. However, the commercial sale or use for commercial purposes of such recordings is prohibited.

72. During the Event, with the permission of the Event Organiser, images and sound recordings may be made of the Event Visitors as part of the audience. By entering the Event, the Visitors give their irrevocable consent to the Event Organiser or any of the authorised users authorised by the Event Organiser to reproduce the Visitor's voice or image (whether or not in recognisable form) as part of the recordings in live or recorded audio or visual form. Visitors may not make any claim for compensation or limitation of any kind against either the Event or the Authorised Users of the material produced.

73. The Event Organiser shall not be liable for lost or damaged valuables at the Event venue. In some Event Venues, the Venue Operator may operate a cloakroom and/or a safe deposit box in which such valuables may be placed.

74. The Event Organiser reserves the right not to admit to the Venue, or to exclude from the Venue at any time, any person who does not conform to the usual standards of behaviour. The security service shall have the right to ask any Visitor who breaches the conditions of participation, seriously disregards the provisions of the Regulations, is disorderly, disobeys or grossly contravenes the instructions of the security service or in any way disrupts the experience of the community to leave. The Event Organiser shall not be liable to pay any compensation or damages of any kind for any such exclusion.

75. It is strictly forbidden to

75.1. engage in any activity at the Event that interferes with or endangers the orderly conduct of the Event, the activities of the performing artists, performers, athletes, or the Event staff;

75.2. throw objects onto the stage, performance area or track, or to illuminate it with a light signal or laser pen;

75.3. smoke, light or cause a fire, possess or operate pyrotechnic devices in the venue;

75.4. stand, sit or stay in stairways, corridors, escape routes, emergency exits;

75.5. stand on, jump on, climb over, climb over, climb over, climb over or sit on seats, handrails, stairs;

75.6. alter, obliterate, change or remove signs, sector/row/seat signs, which help the public to find their way;

75.7. engage in racist, hateful, offensive, abusive or insulting behaviour towards other Visitors, as a manifestation of ideology, religion or political beliefs.

The Event Organiser will consider the behaviour of the Visitor listed in this clause as a serious breach of contract and will immediately remove the Visitor from the Event and, depending on the seriousness

of the case, initiate official proceedings against the offender. The Event Organiser shall not be liable to pay any compensation or damages of any kind for any exclusion for such cause.

76. Everyone over the age of 2 must have a valid Admission Ticket to the Event. The Event Organiser does not recommend the Event to persons under 12 years of age and for safety reasons, seated sectors are suggested for children. The Event Organiser requires the presence of an adult (18 years of age or older) to be present at the Event if under 16 years of age, otherwise, under 16 years of age, entry may be refused even on presentation of a valid Admission Ticket. Additional age recommendations or other age requirements for the Event will be published on the Event organiser's own website, on the sub-page of the relevant Event. The Visitor must acknowledge any age restrictions and/or prohibitions. If a minor attending the Event is disrupting the audience experience by his/her behaviour, the security service has the right to ask the minor and his/her companion to leave.

77. The Event Areas are non-smoking areas and smoking, including the use of tobacco-based e-cigarettes and vaporizer-type tobacco or tobacco replacement products, is strictly prohibited in these areas. Where possible, the Event Organiser will provide separate outdoor smoking areas for Visitors in which smoking is permitted.

78. In the event of an emergency, the Visitor must comply with the instructions of the Event Organiser, the Venue Operator, the security service and the competent authorities, and behave in accordance with the instructions in the evacuation plan. Everyone shall do everything in their power to protect their own life and the physical safety of themselves and others, as well as the property of the Event Organiser and others, the Venue and its equipment and facilities, and to avoid endangering thereof.

79. The Visitor shall bear all risks that the Visitor may face in connection with his/her arrival at or departure from the Event. The Event Organiser excludes any liability for any danger, risk, injury or death resulting therefrom.

80. Similarly, the Event Organiser excludes its own liability in the case of Visitors under the age of 14 years if the risk, danger, injury or death results from the fact that a child under the age of 14 years attends the Event without adult accompaniment.

81. Visitor assumes all risks and dangers associated with participation in the Event, including any bodily injury, property damage or loss. The Visitor acknowledges that the Event Organiser cannot control the actions of third parties and that the Event Organiser is not responsible for the acts or defaults of third parties, even if such acts or defaults otherwise violate the Rules.

82. The Visitor indemnifies the Event Organiser, the Venue Operator and their subcontractors and all persons involved in the operation of the Event from and against any and all liability for any personal injury (including death) of any kind arising out of or in connection with the Event, damage to or loss of property, even if such injury, damage or loss is caused by the Event Organiser, the Venue Operator or any of their sub-contractors or any of their agents involved in the conduct of the Event, whether in contract or non-contractual damages. This release and waiver does not apply if the injury, damage or loss was caused by the intentional misconduct or gross negligence of the party causing the injury, damage or loss, in which case liability shall be limited to the organiser, subcontractor or contributor who acted with intentional misconduct or gross negligence.

83. The Event Organiser excludes its liability for any danger, damage, temporary or permanent injury, which may otherwise arise as a

consequence of the type of Event. In particular, the Event Organiser shall not be liable for any damage to the nervous system, eyesight or hearing caused by high noise, sound, light or light effects, if these effects, individually or in combination, are not significantly higher than those normally experienced at events of a similar type.

84. The provisions and actions of the Event Organiser and the staff, security services, contributors and assistants acting on behalf of the Event Organiser or on its behalf are binding on the visitor.

85. Activities other than those intended for visitors to the Event are prohibited on the Event site. In particular, advertising and/or sponsorship activities, recruitment or any other business or commercial activities without the permission of the Event Organiser are prohibited.

#### DISPUTE RESOLUTION, COMPLAINTS HANDLING

86. The Ticket Purchaser may report any complaints or comments regarding the sale of Tickets to the Ticket Distributor selling the Tickets. The Event Organiser shall not deal with such complaints and comments, but shall refer them to the customer service of the Ticket Distributor.

87. The Ticket Holder or Visitor may submit any complaints or comments regarding the possession or use of the Ticket or the Event in writing at the following location and contact details:

By post:

Live Nation CEE Kft.

2-4 Ilka utca, 1143 Budapest, Hungary

By e-mail:

info@livenation.hu

The Event Organiser does not operate a telephone customer service and does not provide any personal customer service beyond the information service provided at the Venue during the Event.

88. At the venue of each event, the Event Organiser shall provide an information service to the Visitors for the purpose of promptly remedying and responding to any complaints or comments made by the Visitors at the Event. The Event Organiser shall promptly investigate any verbal complaints received through this channel and, if necessary/possible, remedy them immediately. If the Visitor does not agree with the handling of the complaint or if it is not possible to investigate or remedy the complaint immediately, the Event Organiser shall promptly record the complaint and its position and provide a copy of the record to the Visitor on site.

89. The Event Organiser will reject any subsequent complaint about the conduct of the Event or the lack of audience experience by the Visitor after the Event, if the cause of the complaint was already known during the Event, but the Visitor failed to inform the Event Organiser through the on-site information service and the Event Organiser was unable to attempt to remedy the cause of the complaint and to address the complaint on the spot, in the lack of knowledge of the complaint.

90. The Event Organiser shall respond to the written complaint in writing within thirty (30) days of receipt and shall take steps to communicate the response, in particular by sending it to the e-mail address provided by the Ticket Holder or Visitor.

91. The Event Organiser informs the Owners and Visitors that in case of rejection of their complaint, they are entitled to apply to the government office with consumer protection authority powers pursuant to Government Decree 387/2016 (XII.2.) on the designation of a consumer protection authority. The government office of the place of the registered seat of the Owner or Visitor or of the Event Organiser is competent to deal with the case in question. The

application may be submitted to any of the competent government offices. The competent government office of the Event Organiser:

Budapest City Government Office

Consumer Protection Department

Address: 19 Sas utca, 1051 Budapest, III. floor. Phone: +36 (1) 450 2598

E-mail: [fogyved\\_kmf\\_budapest@bfkh.gov.hu](mailto:fogyved_kmf_budapest@bfkh.gov.hu)

92. The Event Organiser informs the Ticket Holders and Visitors that they have the right to appeal to a conciliation body if their complaint is rejected. The conciliation body shall have the competence to settle consumer disputes out of court. The conciliation body shall be responsible for attempting to reach an agreement between the parties to resolve the consumer dispute and, if this is unsuccessful, for deciding the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The competent conciliation body shall be the conciliation body of the place of residence or domicile of the Ticket Holder or Visitor, who is considered to be the consumer, or the one indicated in the request. The websites of the conciliation bodies organised at county level (their seat, telephone, Internet and mailing addresses) are available at the following address: <https://mkik.hu/a-bekelteto-testuletek-teruleti-honlapjai>. The competent conciliation body according to the seat of the Event Organiser:

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99. 310.

Postal address: 1253 Budapest, PO Box 10.

E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Fax: +36-1-488-21-86

Phone: +36-1-488-21-31

If the complaint is rejected, the Event Organiser will inform the Ticket Holder or the Visitor individually whether or not it will resort to the conciliation body in order to settle the consumer dispute.

#### FINAL PROVISIONS

93. Event Organiser is entitled to use subcontractors for the provision of their own services. The Event Organiser shall be liable for subcontractors as if the services had been provided by the Event Organiser.

94. The Event Organiser is not a signatory to the Code of Conduct under the Act on the Prohibition of Unfair Commercial Practices against Consumers and has not submitted to it.

95. The present GTC are in Hungarian and shall be interpreted in accordance with the provisions of the law of Hungary, excluding the principles of conflict of laws.

96. The Event Organizer and the Ticket Holder/Visitor stipulate the exclusive jurisdiction of the Székesfehérvár District Court or the Székesfehérvár High Court, depending on the value of the dispute related to the services provided by the Event Organizer.

97. If any provision of these GTC is held by any court of competent jurisdiction to be unenforceable or to be void, the remainder of these GTC shall continue to be in effect as if the invalid or unenforceable provision(s) had not been included in these GTC.

98. Neither party shall be liable to the other for any consequential, incidental, special or punitive damages, even if one party has been advised of the possibility of such damages, and regardless of whether the claim arises out of contractual or extra-contractual damages or any other legal or reasonable theory. Any limitation of liability shall apply even if the limited remedy fails of its essential purpose and the limitation of liability and the risk sharing are essential elements of the basis of the deal between the parties. The maximum liability of

the Event Organizer and the sole and exclusive remedy of the Ticket Holder/Visitor in the event of any dispute between the Owner/Visitor and the Event Organizer in connection with the Event shall be realized in the Participation Fee of the Ticket concerned.

99. The Event Organiser's waiver of any right arising from a breach by the Ticket Holder/Visitor of any of the terms and conditions of the Regulations shall not constitute a waiver of any right arising from a subsequent repeated breach of the same term or any other term or condition, or a waiver of the term or condition itself. The waiver of any term or condition of the Terms and Conditions in respect of one Ticket Holder/Visitor shall not require or constitute a waiver in respect of any other Ticket Holder/Visitor.

Thank you in advance for your cooperation and we look forward to welcoming you to our Events!