

# SZIGET FESTIVAL 2017

## SZIGET 25 CRUISIN PARTY BOAT

### GENERAL TERMS AND CONDITIONS

*Effective from March 1, 2017*

General Terms and Conditions (hereinafter referred to as 'GTC') for the attendance of the event entitled 'SZIGET 25 CRUISIN PARTY BOAT' related to Sziget Festival 2017 organized by **Hi!Fly Music Korlátolt Felelősségű Társaság** [in English: Hi!Fly Music Limited liability Company] (seat: Tomori utca 27/A I em, HU-1138 Budapest; company registration number.: 01-09-187642; tax registration number: 24885739141; statistical reference number: 24885739-8230-113-01; the chief executive officer who is entitled to represent the company: Akos Nagy, General Manager).

#### 1. Definitions:

- 1.1. **Event:** event entitled as 'SZIGET 25 CRUISIN PARTY BOAT' organized in connection with the Festival and the services related thereto.
- 1.2. **Organiser:** Hi!Fly Music Korlátolt Felelősségű Társaság (seat: Tomori utca 27/A I em, HU-1138 Budapest 1.; Company Reg. No.: 01-09-187642; tax registration number: 24885739141; statistical reference number: 24885739-8230-113-01; chief executive officers entitled to represent the company: Akos Nagy Managing Director).
- 1.3. **Visitor:** any natural person of legal age with full legal capacity or any incapacitated person or one with limited legal capacity under the supervision or guardianship of a natural person of legal age with full legal capacity who takes responsibility for such person.
- 1.4. **Festival Organiser:** SZIGET Kulturális Menedzser Iroda Korlátolt Felelősségű Társaság in English: [Sziget Cultural Management Office Limited Liability Company] (seat: Hajógyári sziget, HU-1033 Budapest, lot number: 23796/58; company registration number: 01-09-263756; tax registration number: 10837410-2-41; statistical code: 10837410-9001-113-01).
- 1.5. **Ticket:** a (digital or printed) certification that ensures entrance to the Event as well the attendance thereof, which is purchased from the Festival Organiser or from the contracted vendor thereof or acquired from a third person by transfer, and which will be exchanged to a wristband by the Organiser.
- 1.6. **Wristband:** a band that is fixed to the wrist of the Visitor by a representative of the Organiser subsequent to the presentation of the ticket thereof, which exclusively certifies that the Visitor is entitled to enter the Event and attend it throughout its entire duration.
- 1.7. **Venue of the Boat/Event:** Európa Event Boat as the venue of the Event, as well as the tools (e.g.: ramp, berth, pier, etc.) that are used for embarking and disembarking visitors thereto.
- 1.8. **Persons acting as the representatives of the venue of the Boat/Event:** persons acting as the representatives of EURÓPA RENDEZVÉNY IRODA Kereskedelmi és Szolgáltató Korlátolt Felelősségű Társaság [in English: EURÓPA EVENT OFFICE Commercial and Service Provider Limited Liability Company] (seat: Radnóti Miklós utca 40, HU-1137 Budapest, company registration number: 01-09-904220; tax registration number: 11944540-2-41; statistical code: 11944540-7912-113-01).

- 1.9. **Duration of the event:** between 12.00 p.m. and 17.00 p.m. from 09 to 13 August 2017.
- 1.10. **House Rules:** the document that contains the detailed rules pertaining to the entry into the events, as well as to the attendance thereof.

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

- 2.1. Visitors may enter the Event within the time frames and conditions that are specified by the ticket that was purchased thereby to any day during the Event.
- 2.2. Visitors may travel to and from the Event individually or by the pickup service that will be provided by the Festival Organiser. The pickup service will not be subject to the rules that are related to the Event.
- 2.3. On entry, visitors will submit themselves to the entry process that is lawfully applied with regards to the Event.
- 2.4. When Visitors enter the Event, the tickets purchased thereby will be changed to wristbands by the Organiser.
- 2.5. Visitors must wear the wristband during the whole of validity period thereof. The wristbands – after being used – may not be transferred to any other person.
- 2.6. The wristbands are valid exclusively for the particular day, and may not be used on other days during the Event.
- 2.7. Visitors will attend the event under their own responsibility; they must obey the instructions of the persons who represent the Organiser or the Boat, and they must keep the regulations and House Rules thereof.
- 2.8. Visitors will not be entitled to take any alcoholic drinks, food, tobacco products with commercial quantity, firecrackers, rockets or any other pyrotechnic tools, any devices that may be used for piercing, punching or cutting others, weapons, and any tools that may threaten public safety, glass, and any types of bottles or drugs to the venue of the Event.
- 2.9. If the Organiser or a person acting on behalf of the Venue of the Event considers that the condition or behaviour of the Visitors endanger their own safety and health, the entertainment of others or the planned execution of the Event, it shall be entitled to deny the entry of such Visitors.
- 2.10. Organiser shall be entitled to refuse the entry of such visitors who breach the provisions under points 2.7 and 2.8, as well as to ban them from attending the Event. If Organiser does not exercise this right, it will not have any effect on the responsibilities specified in point 3.2.
- 2.11. If points 2.9 and 2.10 are implemented, Visitors will not be entitled to demand any refund for the tickets from the Organiser, the Festival Organiser or from any third party that contributed to the sale of the tickets within the frame of a contractual relationship with the Festival Organiser.
- 2.12. The Organiser reserves the right to change the programme or the execution of the Event and the Visitor agrees not to request any refund for the ticket due to any change arising in this connection.

- 2.13. The Organiser calls the attention of the Visitors that high-performance audio devices will be used during the Event, which may cause irreversible damage to health.
- 2.14. By participating at the Event, the Visitors agree to the fact that photos may be taken thereof or their voice may be recorded during the Event. The Organisers are entitled to publish the name of the Visitors exclusively with the permission thereof.
- 2.15. The Visitors are entitled to ban the use of any photos or voice recording that are prepared thereof. This provision does not cover the use of mass recordings.
- 2.16. The Visitors, if any photos are taken thereof or their voice is recorded and such recording is used, will not be entitled to any form of consideration for the use thereof.
- 2.17. It is forbidden to pursue any business, commercial or advertising activities at the venue of the Event without the prior written consent of the Organiser.
- 2.18. The Event will be held by the Organiser in case of bad weather conditions as well.
- 2.19. The Organiser may decide at its sole discretion that the Event may not be held due to bad weather conditions on any day thereof – with regards to the known risks that may be caused by the weather or the water level due to the nature of the Event (hereinafter referred to as Postponed Event).
- 2.20. If point 2.19 applies, in case the Event may be held on any other day during the Event, the tickets bought for the Postponed Event may only be used on the day of the Event that is held subsequent to the day of the Postponed Event.
- 2.21. If, due to the lack of capacity of the Boat, the ticket may not be used by the Visitor on any subsequent day during the Event – exclusively due to the lack of capacity – or the Visitor has no ticket to a later day of the Event, the price of the ticket will be refunded to the Visitor by the Festival Organiser.
- 2.22. The detailed rules for the entry to the Event and for the attendance thereof are contained by the House Rules.

### **3. Liabilities of the Organiser:**

- 3.1. The Organiser shall be obliged to take all measures that can generally be expected therefrom to protect the lives and physical integrity of the Visitors.
- 3.2. If any damage arises despite meeting the obligations set out in point 3.1, as well as due to Visitors' breach of point 2.8 and if Visitors behave as it is specified in point 2.9, the liabilities of the Organizer will be excluded thereby.
- 3.3. In compliance with Act V of 2013 on the Civil Code (hereinafter the Civil Code), the Organizer shall be responsible for breaching the contract intentionally or with gross negligence.
- 3.4. The Organizer shall take responsibility exclusively for the behaviour and acts of such persons, who are in contractual relationship with the Organizer. This provision may not be applied to the behaviour and acts of persons acting on behalf of the Festival Organizer, for which the Organizer shall not take any responsibility.

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

**4. Liabilities of visitors:**

- 4.1. In accordance with the provisions of the Civil Code (Ptk.) Visitors shall be liable for any damage of the venue, installations or equipment of the Organiser.
- 4.2. Visitors may attend the event under their own responsibility; and they shall at all times act – with special attention to the nature and venue of the Event and the increased risks thereof – so as not to compromise or endanger the life and physical integrity of either themselves, or anyone else.
- 4.3. Visitors shall take responsibility for the behaviour or any damage caused by such Visitors who are minors or have limited legal capacity.

**5. Final provisions:**

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

**Budapest, March 1, 2017**