

GENERAL TERMS AND CONDITIONS FOR THE VOUCHER CARD (FESTIPAY CARD) ISSUED BY SZIGET CULTURAL MANAGEMENT LTD.

1. The purpose of this General Terms and Conditions (hereinafter GTC) is to determine the general terms of the use of the Festipay voucher card (hereinafter card, or Festipay card) issued by Sziget Cultural Management Ltd. (1033 Budapest, Hajógyári-sziget, Hrsz. 23796/58., reg. no.: Cg. 01-09-263756, tax no.: 10837410-2-41, hereinafter Sziget) at the events organized and held by Sziget in 2015, and the rights and obligations of Sziget and the natural persons using the card (hereinafter visitor or card holder) concerning the use of the card.

By takeover of the card the card holder agrees to the provisions of this GTC, and accepts to be bound thereby.

The Festipay card is an electronic voucher issued by Sziget, which shall be used – exclusively, or non-exclusively – as a means of payment at the events held by Sziget, as unilaterally stipulated by Sziget.

The card is an RFID card based on no-touch technology.

The card may not be considered a bank card or a cash equivalent payment means.

The card can be used for payment in 2015 at the Gourmet Festival, Telekom Volt Festival, the MasterCard Balaton Sound Festival and the Sziget Festival, during these events, at the commercial facilities operating at the event location provided by Sziget.

The card is valid at all of the events, however the balance of the card recharged at one event CANNOT be used at an other one. The balance remaining on the card can be withdrawn (see article 8).

The card contains no information about the card holders.

The card is valid from takeover, it can be used following its recharge.

The card can be taken over for a deposit of 500 HUF, which is given back in case of undamaged return of the card. The card holder shall deposit a further amount of 500 HUF as waste-fee deposit at the Telekom Volt Festival and the MasterCard Balaton Sound Festival, which amount shall be returned if the conditions determined by Sziget are fulfilled.

The bank card convenience fee is: 100 HUF

The payment of the deposit is verified by the bill received at the first recharge.

## 2. CARD REQUEST, REGISTRATION

The visitor can request a card personally upon arrival to the given festival, at the Festipay card recharging point. The cancellation or replacement of lost or damaged Festipaycards can only be requested by a registered user.

### The order of registration:

For registration the following text shall be sent in sms to the 3630 344 4410 number: REG <12 charactercard number><4 character PIN received at activation><The new 4 character PIN>, (e.g. REG 123456789012 1234 4321)

### A confirmation notice is not received if:

- the format of the sms is faulty, or
- the visitor tries to register a card number which does not exist.

The card can be used without registration, but the registration increases the safety of the card use, as only after registration can the visitor cancel a lost card. The registration of the Festipay card is valid at every festival, i.e. if a card has been registered once, no new registration is needed at the next festival. We would like to warn all card holders that without registration the electronic voucher embodied by the lost card, cannot be used by the original owner of the card thereafter (and anyone, who finds the card can use up the balance, as the card cannot be cancelled). With regard to this, registration is highly advised. As the name of the holder is not indicated on the card, the visitor is advised not to give it to others, and to keep it at a safe place. Sziget takes no responsibility for damages caused by non-compliance with the abovementioned, loss or damage of the card, use by unauthorized persons, and the absence of registration. Liability for the abovementioned is expressly excluded.

### 3. RECHARGING BALANCE, REPLACEMENT OF CARD

Each card has one balance. The balance can be recharged with any amount, in case of a new card however, i.e. a card not yet used, the minimum amount of recharging is 2000 HUF, in case of a card already in use, the minimum amount of recharging is 100 HUF. The maximum balance of the card and the maximum amount of a single recharge is 290 000 HUF. The card can be used for payments of any amount if the balance of the card allows. The balance of the card can be recharged at any time.

Recharging the balance by bank card:

The balance of the card can be recharged by any amount by bank card as well. The maximum amount of the recharge is 290 000 HUF. The convenience fee of the recharge is 100 HUF per recharge.

The balance can only be recharged in HUF. Complaints can only be made at the recharging point following the recharge, i.e. the transaction, if the difference can clearly be determined. After leaving the recharging point, no complaints are accepted.

The replacement of a lost card can be requested at the Helpdesk point personally, by identifying oneself with an identity document (ID card, passport), following the cancellation of the card. The balance of the cancelled card shall be transferred to the new card within 30 minutes at the Helpdesk point. **(See also: the rules of card replacement and card cancellation in article 6 and 7 of this GTC)**

### 4. PAYMENT BY CARD

Payment is made at the vendors with the use of payment terminals. The terminal has two parts:

- (i) a reader with a display, which is placed on a mounting fixed to the counter, and is well visible to the card holder; and
- (ii) a POS terminal, which is placed on the counter for the shop assistant, and is not necessarily visible to the visitor.

The process of payment:

- (i) the shop assistant enters the final amount of the purchase into the cash register, and into the POS terminal;
- (ii) after the purchase amount is given it is shown on the display of the reader, and if the visitor accepts the indicated amount, he/she puts the card to the reader, with which the transaction takes place;
- (iii) the balance of the voucher is decreased with the amount;
- (vi) the display of the reader shows the new balance.

If the transaction was carried out with an incorrect amount by mistake, or if it has to be cancelled for any reason, it can be done at the payment terminal. Cancellation of a transaction is only possible at the terminal, at which the transaction was carried out, and only if this was the last transaction carried out both concerning the terminal and the card. Otherwise cancellation of the transaction is not possible. Tips can be also given through the system, in which case a higher amount is entered than the actual amount of the purchase. In this case visitors are especially warned to check the entered amount. The bill of the purchase is given by the vendor.

If the product purchased is taken back by the visitor, than the terms regarding the return of the product shall be determined by the vendor and the buyer in accordance with the relevant laws in effect.

### 5. CHECKING THE BALANCE

The balance of the voucher card can be checked at the vendors accepting the card, and at the recharging points. The visitor shall accept the database and the statement of Sziget concerning the balance of the cards as final and applicable.

### 6. REPLACEMENT OF THE CARD

If the card of the visitor is lost, or damaged in any way, it is possible to request a new card. The fee of the card replacement is 1 000 HUF, from which 500 HUF, the deposit for the card is given back, if the visitor returns back the card undamaged. If the visitor has not registered, the old card of the visitor cannot be cancelled. The balance on the old card

– decreased by the amount of the deposit and the transfer fee – can only be transferred to the new card, if the old card has been registered, and has been previously cancelled. The transfer of the balance is carried out at the Helpdesk point(s). At the time of the transfer of the balance the person requesting the transfer shall identify him/herself with an identity document (ID card, passport), and accept that his/her personal data (name, address, ID card no. or passport no., phone number) be recorded. The data recorded in this way shall not be processed, it shall only be used according to, and in compliance with the provisions of Act CXII of 2011 on information self-determination and freedom of information, and other relevant laws. If the provision of the data is denied the Helpdesk assistant is not obligated to carry out the transaction. In case of transfer the visitor is informed of the transfer procedure, and accepts it to be carried out according to the above terms. In case of a damaged card, it is required that the old card is presented and cancelled in order for the acquirement of the new card.

A new card can be requested at the recharging points, from the assistants.

## **7. CANCELLATION OF THE CARD**

The balance of a lost, damaged, or stolen card can only be cancelled if it has been previously registered.

### Cancellation of the card:

An sms is to be sent to the number +3630 344 4410 with the following text:TILT <12character card number><New 4 character PIN> (e.g. TILT 123456789012 4321)

### A confirmation notice is not received if:

- the format of the sms is faulty, or
- the visitor tries to cancel a card number which does not exist.

If the visitor requests so, the balance of the cancelled card shall be transferred to the new card 30 minutes after the cancellation.

## **8. WITHDRAWAL OF THE BALANCE**

The amount not used can be withdrawn at the recharging points, rounded to the nearest 50 HUF (if the end of the exact amount is between 25-74 HUF it is rounded to 50HUF, if the end of the exact amount is between 75-24 HUF it is rounded to 0HUF). The visitor is also given a receipt of the withdrawal.

The card holder can withdraw the unused balance at any time during the festival. The withdrawal can be requested by the card holder at the recharging points. In case a bigger amount is withdrawn, the assistant is entitled to check the identity of the card holder, and to ask the approval of the Financial Center to the withdrawal. The visitor understands that he/she might have to wait due to this procedure and the time required for the approval. The last time the balance can be withdrawn (after which the card expires) is determined by Sziget concerning each event. Only at the recharging points can the last withdrawals be made, within opening hours.

Visitors are asked to pay attention not to leave the withdrawal of the balance to the last moment.

## **9. DATA PROCESSING**

The visitor acknowledges and agrees that his/her personal data be used by SzigetKft. and CardnetZrt. (1135 Budapest, ReitterFerenc u. 46-48., reg. no.: Cg. 01-10-042150, tax no.: 10821886-2-41), which operates the voucher system, in connection with the use of the voucher, in accordance with the provisions of Act CXII of 2011 on information self-determination and freedom of information, and other laws in effect concerning data protection. The data shall be stored following the events in compliance with the relevant laws, and then shall be deleted.

The data used cannot be linked to an individual, except in the case of registration, when the visitor voluntarily consents to the use of the data. In case of registration via mobile phone the data shall only be linked to a mobile phone number.

The primary purpose of the use of the data is the recording of the transactions carried out by the voucher cards. Six weeks following the event in question (except the data connected to a complaint lodged within the lapse period, in which case only after the final binding decision, which ends the legal dispute) Sziget shall divide the data base containing both data required for accounting, and personal data (name, e-mail address, and phone number) in a way that the data required for accounting may not be personalized thereafter, i.e. not be linked with the personal data.

After this Sziget shall not make accessible of restorable – even for its own use – the connection between the two data bases thus divided.

The visitor (with simultaneous inactivation of his/her card) may request the deletion of his/her personal data (i.e. withdraw the consent to the use of his/her personal data). The deletion can be requested from Sziget by mail or e-mail. The visitor may – wholly or partially – withdraw his/her consent given earlier, without being required to state the reasons thereof, Sziget following the receipt of the notification concerning the withdrawal, and the inactivation of the card shall forthwith provide for the termination of the data use, and shall irrevocably delete the visitor from its registry, and delete the personal data concerning the withdrawal, of which it notifies the requester.

#### 10. COMPLAINTS, LAPSE

Complaints can only be made if the card is also presented.

With the visitor accepting the present document, Sziget and the visitor agree that any claims arising out of the legal relationship specified herein may only be enforced within a lapse period of 6 months, in accordance with Article 6:22. § (3) of the Hungarian Civil Code.

No photo or video or any other visual recording shall be made of the recharging points (either from the outside or the inside), or of the employees there. For such recordings the prior written consent of CardnetZrt. is required. The above rules shall apply to all audio- or visual recordings of the employees at the recharging points too.

Sziget is entitled to unilaterally modify this GTC, on the understanding that it shall simultaneously notify the visitors thereof.