

GENERAL TERMS AND CONDITIONS OF THE INTEGRATED FESTIPAY WRISTBAND VOUCHER TAG (FESTIPAY PAYMENT WRISTBAND)

1. GENERAL PROVISIONS

These General Terms and Conditions (hereinafter: GTC) include the general terms of use of the Festipay TAG (hereinafter: TAG) issued by Sziget Kulturális Menedzser Iroda Zártkörűen Működő Részvénytársaság (H-1033 Budapest, Hajógyári sziget, lot number 23796/58, company registration no. 01-10-049598, tax number: 26189905-2-41, hereinafter: Organiser) for Telekom Volt Festival, Balaton Sound Festival and Sziget Festival organised by the Organiser in 2018 (hereinafter collectively: the Festivals), as well as the rights and obligations arising from the legal relationship between the Organiser and natural persons using the TAG (hereinafter: the Visitors) in relation to the use of the TAG.

By accepting the wristband for admission and the integrated TAG, the visitor agrees to be bound by the provisions in this GTC. The wristband-integrated Festipay TAG is an electronic voucher issued by the Organiser, whose use at the Festivals may, whether exclusively or non-exclusively, be unilaterally required by the Organiser. The wristband includes a contactless RFID TAG. The TAG is not a bank card but a non-cash means of payment. (Any reference to wristbands or TAGs will also include the wristband with the non-cash means of payment (TAG).)

The top-up balance of the TAG may only be used for the duration of the Festival for which the TAG has been issued, at the retail units of the event venues operated by the Organiser.

TAG expiry dates for the Festivals:

Telekom Volt Festival:	1 July 2018 at 12:00 noon
Balaton Sound:	9 July 2018 at 12:00 noon
Sziget Festival:	15 August 2018 at 3 p.m.

The remaining balance of the TAG may be redeemed by the last redemption date specified in Section 9 (or will be refunded automatically in those cases specified in Section 10), according to the rules in Section 9. The TAG becomes valid upon receipt and can be used upon top-up. Any remaining TAG balance not redeemed during the Festival may not be used for other Festivals.

2. APPLYING FOR WRISTBAND/TAG; REGISTRATION

Visitors receive their TAGs upon arrival at the Festival at the ticket sale points. Only registered users may request blocking or replacement of their Festipay TAGs on lost or damaged wristbands. Registration can be made via SMS or the mobile application of the relevant Festival.

For registration via SMS, the text "REG <12 digit wristband number> <4-digit PIN received upon activation> <the new 4-digit PIN>" (e.g. REG 123456789012 1234 4321) must be sent to the phone number +36 30 344 4410.

For registration via the relevant Festival's mobile application, the steps specified in the application must be followed.

Though TAGs can also be used without registration, registration provides additional security by enabling Visitors to block their lost TAGs. Please note in particular that, without registration, the original owner of the wristband will be unable to continue to use the electronic voucher represented by the lost TAG, and whoever finds the lost TAG can use the TAG balance for making purchases. For this reason, registration is highly recommended. The Organiser expressly excludes any liability for damages resulting from failure to comply with the above, loss of, damage to or use of the wristband or the TAG by unauthorised persons or failure to register.

3. BALANCE TOP-UP; REPLACEMENT OF WRISTBANDS/TAGS

Each TAG has a balance. TAGs can be topped up with any amount. For new (unused) TAGs, the minimum top-up amount is HUF 2,000 and for TAGs in use, the minimum is HUF 100. The overall maximum balance and the maximum amount of a single top up is HUF 290,000. TAGs can be used to make purchases in any amount, as long as they are covered by the top-up balance. The TAG balance may be topped up at any time.

Top-up by bank card: The TAG balance can be topped up in any amount using a bank card. The convenience charge for top-up by bank card is HUF 300. The maximum amount of a single top-up is HUF 290,000. Top-ups can only be made in forints. Complaints after top-up (the transaction) may only be accepted at the top-up points if the discrepancy can be clearly established. After leaving the top-up points, no complaints will be accepted. Replacements for lost wristbands/TAGs and problem tickets can be requested personally at Festipay helpdesk points upon presentation of personal ID documents (ID, passport) after blocking of the lost TAG and giving written consent to database search. Remaining TAG balances will be transferred to the new TAG at any of the Helpdesk points 30 minutes after blocking. (For more details, see the rules of blocking and replacing wristbands under Section 6 and 7 of the GTC.)

4. ACTIVATION OF TOP-UP VIA THE APP

After topping up their TAG balance via a bank card activated in the mobile app for the relevant Festival, the Visitors should visit a top-up point or a merchant, and after pressing button 7 on the terminal, touch the TAG to the reader. This way, the top-up balance will be transferred to the TAG. Unless the Visitor performs this operation, the top-up balance will not be available for use.

The balance topped up via the mobile app can also be activated using the Festipay top-up machines located throughout the Festival venue.

5. PURCHASING WITH THE WRISTBAND

Purchasing items from vendors is carried out by way of payment terminals. Terminals are composed of two parts:

- (i) a card-reading display mounted on an adapter fixed to the counter in a manner that makes it clearly visible for the wristband holder; and

- (ii) a POS terminal for the vendor, placed on the counter in a manner that does not necessarily make it visible to the visitor.

Purchasing process:

- (i) the vendor enters the total amount of the purchase into the cash register and the POS terminal;
- (ii) after the purchase amount has been entered, it appears on the wristband reader's display; if the visitor accepts the displayed amount, they touch the reader with their wristband in a way that the payment TAG is in contact with the reader, enabling the transaction to be carried out;
- (iii) the balance of the voucher is reduced by the amount;
- (iv) the new balance appears on the card reader display. If the transaction was accidentally carried out with an incorrect amount or if it is necessary for any other reason, the transaction can be cancelled with the payment terminal. The transaction can only be cancelled on the terminal with which it was carried out and only if it was the last transaction for both the TAG as well as the terminal. The transaction cannot be cancelled otherwise. The system allows for giving a tip, whereby an amount higher than the purchase price is entered. In such cases, we recommend that visitors thoroughly check the entered amount. The vendor issues a receipt of the purchase. If the visitor takes the purchased item back to the vendor or contests the purchase amount, the vendor and the buyer determine the conditions of returning the items jointly, in accordance with the relevant laws.

6. CHECKING THE BALANCE

The balance of the TAG can be checked at vendors accepting TAGs, top-up stations and machines as well as in the application. In conjunction with the balance of the TAG, the visitor accepts the database and the statements of the Organiser as final and representative.

7. REPLACING THE TAG

If the visitor loses the wristband and the payment TAG on it, or if it is damaged in any way, they have the opportunity to buy a new wristband. If the visitor is not registered, the previous TAG cannot be blocked. If the previous TAG was registered through the Festival's mobile application or via SMS and has been blocked, the balance of the previous TAG may be transferred to the new TAG. The balance can be transferred at the Helpdesk point. When transferring the balance, the person requesting the transfer is obliged to produce a personal identification document (ID card, passport) and consents to the recording of their personal data (name, address, ID card or passport number, telephone number). Data recorded in such a manner will not be processed; they will be controlled in accordance and compliance with the provisions Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information as well as the relevant national laws. If the visitor does not provide the necessary data, Helpdesk staff members are not obliged to transfer the balance. In the event of a balance transfer, the visitor is informed about the procedure and consents to the performance of the transfer under the above conditions. When replacing damaged TAGs, the defective TAG must be produced and blocked as well.

8. BLOCKING THE TAG

The balance of lost, damaged or stolen TAGs may only be frozen if they had been previously registered via SMS or mobile application.

To block the TAG via SMS, the visitor must send the following to +36 30 344 4410: TILT<12-digit wristband number><new 4-digit PIN> (e.g. TILT 123456789012 4321). The system does not send a response message if:

- the format of the SMS is incorrect, or
- the visitor attempts to block a wristband number that does not exist.

To block the TAG via application, the visitor must follow the steps displayed in the mobile application of the Festival.

9. REDEEMING THE BALANCE

The unused amount that remains on the TAG can be redeemed at the top-up points. The general rules of rounding to the nearest fifty forints apply: remaining values ending in HUF 1 to 24 will be rounded to HUF 0, remaining values ending in HUF 25 to 74 will be rounded to HUF 50 and remaining values ending in HUF 75 to 99 will be rounded to HUF 100. The visitor receives an outgoing cash document upon redemption. The wristband holder may redeem the unused balance to cash at any time during the festival at the top-up points. When redeeming a large amount, the cashier may verify the wristband holder's identity and may request the Financial Centre to consent to the refunding. The visitor acknowledges that this procedure and the authorisation of the refunding may take some time. The latest possible time of the redemption (the expiration of the TAG) at each festival is the same as the expiration date of the card as per Section 1. The final redemption may be carried out at the open top-up points. Please take extra care not to leave the redemption of the balance to the last minute, if at all possible.

10. REFUND FUNCTION

If the visitor only tops up the payment TAG balance through the application, the unused balance will be automatically transferred back to them by way of a refund transaction after the festival. If the visitor tops up their balance on the same TAG at a Festipay TOP UP point with a debit card and/or cash, they may no longer use the refund function. In this case, the options under Section 9 will be available for the reimbursement of the unused balance amount.

Using the refund function costs HUF 300, which the service provider will deduct from the balance amount to be reimbursed. Balance amounts under HUF 300 cannot be refunded.

11. DATA PROCESSING

The visitor acknowledges and gives their consent that the processing of their personal data will be carried out in conjunction with TAG usage by the Organiser and the voucher system operator Festipay Zrt. (H-1135 Budapest, Reitter Ferenc u. 46-48., company registration number: 01-10-048644, registering authority: Court of Registration of the Budapest Metropolitan Court, tax no.: 25405983-2-41, telephone number: 06-1-309-46-06,

email address: sales@festipay.com) in accordance with Regulation (EU) 2016/679 on data protection and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information and other relevant laws related to data protection. The data controller will store visitor data for the duration of the festival and delete them after the festival ended. Processed data may not be linked to persons during data processing, except in the case of registration, whereby the visitor gives their voluntary consent to the data processing. The affected visitors provide their telephone number for registration via SMS. Visitors provide data voluntarily; the legal basis for the data processing related to the registration is the visitors' consent. The goals of the data processing are keeping contact for marketing purposes, providing services and protecting the money transferred to the TAGs in the event they are lost. If the data is not provided, the Organiser and Festipay Zrt. will not be able to make the TAG-based service available to the visitor. In order to use the application, visitors must provide their name and email address, as well as a user name and a password of their own choice. The legal basis for the data processing is the visitors' consent. The goals of the data processing are providing information and services as well as protecting the TAGs and the money transferred to them in the event they are lost. The data controller stores visitor data on a server specifically made for this purpose. Visitors are entitled to request the deletion of their personal data (i.e. withdraw their declaration containing their consent to the processing of their personal data) concurrently with the deactivation of the TAG, which does not affect the lawfulness of the data processing carried out on the basis of the consent given before its withdrawal. The deletion may be requested from Festipay Zrt. by way of sending an email to the above address or by post. Visitors may completely or partially withdraw their given consent at any time without explanation. After receiving the notification regarding the withdrawal of the consent and following the deactivation of the TAG, Festipay Zrt. immediately ensures the suspension of the data processing, performs the final deletion of the visitor from the register (the personal data affected by the withdrawal are deleted) and informs the withdrawing individual thereof. SZIGET Zrt. and Festipay Zrt. are entitled to know the data. Visitors may request information from the data controller on the processing of their personal data, access to their personal data, the rectification and deletion of their personal data, the restriction or blocking of their processing and may object to the processing of personal data. Visitors may file their complaints related to data processing directly with the Hungarian National Authority for Data Protection and Freedom of Information (address: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.; telephone number: +36-1-391-1400; email: ugyfelszolgalat@naih.hu; website: www.naih.hu) as well. In accordance with Section 22(1) of the Privacy Act, visitors are entitled to turn to a court in the event of the violation of their rights.

12. COMPLAINTS, LIMITATION PERIOD

Festipay Zrt. can only accept complaints if the visitor produces a wristband and a TAG. By accepting this document, the Organiser and the Visitor agree to a limitation period of six months for making claims resulting from this legal relationship, pursuant to Section 6:22(3) of the Civil Code. No photo, video or other visual recording of the top-up points, whether from the inside or the outside, may be made without the prior written consent of Festipay Zrt. The same applies to audio and video recordings featuring the staff of the top-up points. The Organiser may unilaterally amend this GTC by simultaneously providing notification to the Visitors.