



**MVM  
DOME**



## **GENERAL TERMS AND CONDITIONS**

### FOR THE PROVISION OF ADVERTISING SERVICES

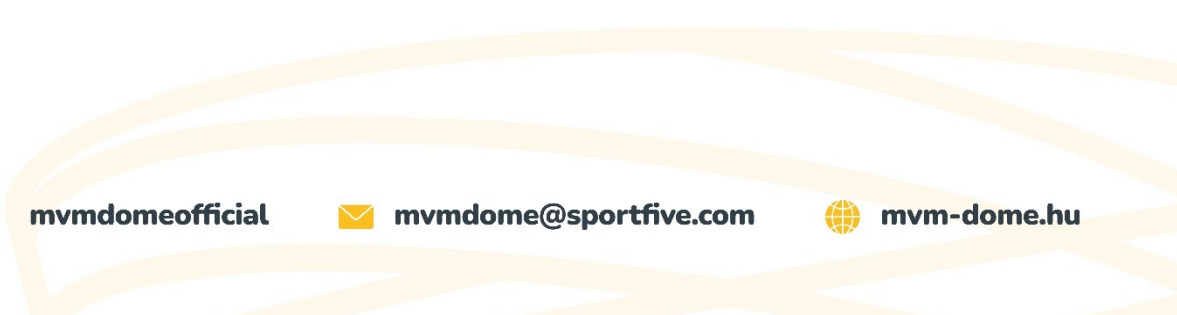
Effective: July 1, 2022

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## Definitions:

<b>GTC</b>	means this document, which contains the general terms and conditions governing the legal relationship established by the conclusion of the Contract between SPORTFIVE as the service provider and the Customer.
<b>Arena</b>	means the multifunctional event hall named MVM Dome, located at 1091 Budapest, Üllői út 133-135.
<b>Parties</b>	collectively refer to SPORTFIVE and the Customer.
<b>FTC</b>	means the Ferencvárosi Torna Club Sports Association.
<b>Period</b>	refers to the duration affected by the provision of Advertising Services.
<b>Contributor</b>	means Adstream Hungary Korlátolt Felelősségű Társaság (registered office: 1138 Budapest, Váci út 121-127. D. building, 3rd floor, company registration number: 01-09-909854) or any other legal entity replacing it.
<b>Customer</b>	means the legal entity or sole proprietor that enters into the Contract with SPORTFIVE as the service provider and orders the Service from SPORTFIVE under the Contract.
<b>Civil Code</b>	refers to Act V of 2013 on the Civil Code.
<b>Advertisement</b>	means the advertisement that the Customer wishes to display within the framework of the Advertising Service.
<b>Advertising Service</b>	means the advertising service provided by SPORTFIVE under the Contract.
<b>Event</b>	means any event specified in the Contract during which SPORTFIVE provides Advertising Services to the Customer in the Arena for the period defined in the Contract.
<b>SPORTFIVE</b>	means SPORTFIVE MPA Korlátolt Felelősségű Társaság (registered office: 1091 Budapest, Üllői út 133-135., registering court: Metropolitan Court of Registration, company registration number: 01-09-402227, tax number: 32005781-2-43, phone number: +36-1-455-2300, email: mvmdome@sportfive.com).
<b>Outdoor Advertising Medium</b>	means an advertising medium, as defined under Act XLVIII of 2008, that can be physically placed on the exterior of the MVM Dome.
<b>Contract</b>	means the contract concluded between SPORTFIVE as the service provider and the Customer regarding the provision of advertising services.

**Service Fee** means the consideration payable by the Customer for the Advertising Service.

## **I. GENERAL RULES**

### **1. Subject of the Contract**

1.1. SPORTFIVE declares that, under the ownership of the Hungarian National Asset Management Inc. (MNV Zrt.), the FTC manages the Arena, and SPORTFIVE is authorized to operate the Arena building for ten years.

1.2. SPORTFIVE declares that, pursuant to the contract between FTC and SPORTFIVE, it is entitled to sell advertising spaces within the Arena, provide Advertising Services on the Arena's premises, and enter into Contracts related to such services.

1.3. Under the Contract, SPORTFIVE shall provide Advertising Services during the Period specified in the Contract and/or during the Event(s) held in the Arena as stipulated in the Contract. The Customer is obligated to pay the Service Fee as defined in the Contract.

### **2. Rights and Obligations of the Parties**

2.1. The Parties are required to cooperate mutually in fulfilling the Contract and to inform each other of any significant circumstances affecting the Contract, particularly if any condition arises that may limit or prevent the fulfillment of the Contract. The Party failing to provide the necessary information shall be liable for any damage suffered by the other Party as a result.

2.2. The Parties undertake to act in good faith and to refrain from making any public statements during the term of the Contract and after its termination that could negatively affect the reputation, products, or services of the other Party or jeopardize the fulfillment of the Contract in any way.

2.3. The Parties agree to refrain from any public statements that could harm the reputation, products, or services of the other Party or otherwise endanger the execution of the Contract both during and after the term of the Contract.

2.4. The Parties are obliged to treat all information, circumstances, facts, and data related to the other Party's identity, activities, operations, and the Advertising Services, as well as any confidential information acquired in

connection with the execution of the Contract, with strict confidentiality. This confidentiality obligation remains binding on the Parties indefinitely, even after the termination of the Contract. However, this obligation does not prevent the Parties from fulfilling any legally mandated disclosure obligations.

Beyond their confidentiality obligations, the Parties must also refrain from any conduct that could violate or endanger the other Party's personal rights, dignity, reputation, or legitimate interests.

2.5. The Parties shall ensure that the confidentiality obligations outlined in this section are fully binding upon their subcontractors, legal and financial advisors, accountants, insurers, and legal representatives.

2.6. The confidentiality obligations set forth in these GTC shall apply without any time or geographical limitations, both during the term of the Contract and after its termination.

## **2.7. SPORTFIVE's Warranties, Rights, and Obligations**

2.7.1. SPORTFIVE declares and warrants that:

a) It has full legal capacity, authorization, and rights to enter into the Contract and has taken all necessary measures to ensure compliance with its terms and conditions. It possesses all required permits, regulatory approvals, and consents to ensure that the execution of the Contract complies with all applicable laws and regulations;

b) Unless otherwise stated in the Contract or these GTC, no third party may acquire or possess any rights or options that would in any way limit the Customer's rights under this Contract;

c) Throughout the term of the Contract, it retains full authorization to provide the rights and services specified in the Contract to the Customer.

2.7.2. SPORTFIVE declares and warrants that the Arena is in appropriate technical and operational condition for fulfilling the obligations under the Contract, including the provision of Advertising Services.

2.7.3. SPORTFIVE reserves the right to involve third parties in the execution of Advertising Services, for which it remains fully responsible. The Customer acknowledges that SPORTFIVE may utilize the services of a Contributor for the collection, handling, and storage of Advertisements.

2.7.4. Regarding Advertisements, SPORTFIVE is solely responsible for ensuring that the equipment used for displaying Advertisements is suitable for Advertising Services and remains operational.

2.7.5. Without prejudice to the termination rights outlined in Section I.3.2.3 of these GTC, SPORTFIVE is entitled to refuse to provide Advertising Services to the Customer in the event of any breach of the Customer's payment obligations under the Contract. SPORTFIVE may continue to refuse service until the Customer fulfills their payment obligations. In such cases, SPORTFIVE shall notify the Customer in writing (including email) regarding the refusal of Advertising Services. This refusal does not constitute a complete rejection of performance under Civil Code Section 6:183.

## **2.8. Customer's Warranties, Rights, and Obligations**

2.8.1. The Customer is responsible for the creation and provision of the Advertisement, and SPORTFIVE assumes no responsibility for these aspects.

2.8.2. The Customer declares and warrants that:

a) It has full legal capacity, authorization, and rights to enter into the Contract and has taken all necessary measures to ensure compliance with its terms and conditions. It possesses all required permits, regulatory approvals, and consents to ensure that the execution of the Contract complies with all applicable laws and regulations;

b) Unless otherwise stated in the Contract, no third party may acquire or possess any rights or options that would in any way limit SPORTFIVE's rights under this Contract;

c) Throughout the term of the Contract, it retains full authorization to utilize the rights and services specified in the Contract;

d) The execution of the Contract does not infringe upon any third-party ownership rights, including but not limited to patents, trademarks, copyrights, confidential relationships, trade secrets, or know-how.

2.8.3. The Customer declares and warrants that its activities fully comply with all applicable Hungarian, European Union, and relevant international laws and regulations.

2.8.4. The Customer is responsible for ensuring that its advertising activities and website comply with legal and regulatory requirements, do not display offensive or illegal content, do not infringe upon the rights of others, and do not contain

discriminatory content based on gender, race, origin, language, religion, or belief.

2.8.5. The Customer shall indemnify and hold SPORTFIVE harmless against any properly substantiated costs or damages (including attorney fees) arising from third-party claims related to advertising activities, provided that such claims are acknowledged in writing by the Customer or are established by a final authority or court decision.

2.8.6. The Customer is responsible for submitting the Advertisement to the Contributor in accordance with Section I.2.5 of these GTC.

2.8.7. The Customer acknowledges the technical equipment used for displaying Advertisements and accepts its suitability for Advertising Services.

2.8.8. The Customer may resell acquired advertising rights to third parties under the Contract. If the Customer transfers advertising rights to a third party, it assumes all liability for their lawful exercise. The Customer must notify SPORTFIVE and the Contributor using the declaration in Annex 1 of these GTC and obtain a declaration from the third party as per Annex 2, submitting it to both SPORTFIVE and the Contributor.

2.8.9. The Customer may only provide press information regarding the Contract, SPORTFIVE, or the Arena with prior written consent from SPORTFIVE's managing director. Breach of this obligation incurs a penalty equal to the gross Service Fee, payable within 8 days, in addition to any proven damages suffered by SPORTFIVE.

### **3. Duration and Termination of the Contract**

3.1. The Contract becomes effective on the date of signing by the Parties and terminates upon full performance by both Parties without further declarations or actions.

## **II. OTHER PROVISIONS**

### **1. Completeness of the Contract**

The Parties declare that they have fully and exclusively regulated their legal relationship concerning the use of Advertising Services in the Contract. Any prior agreement between the Parties, whether in writing, orally, or by implied

conduct, relating to the subject matter of the Contract shall only apply to the specified Event under the Contract to the extent explicitly stated therein.

For matters not regulated in the Contract, the relevant laws shall apply, including, in particular, the Civil Code, Act XLVIII of 2008 on the fundamental conditions and certain restrictions of economic advertising activities, and any subsequent legislation replacing these laws.

## **2. Relationship Between the Contract and the GTC, Unilateral Amendment of the GTC**

2.1. If there is any discrepancy between the provisions of the GTC and those of the Contract, the provisions of the Contract shall prevail.

2.2. By signing the Contract, the Customer acknowledges, under Section 6:78 (2) of the Civil Code, that SPORTFIVE has specifically drawn attention to the bolded sections of these GTC.

2.3. SPORTFIVE reserves the right to unilaterally amend the GTC. SPORTFIVE shall publish a notice of any amendment on its website at least fifteen (15) days before the effective date of such amendment.

2.4. In extraordinary situations, SPORTFIVE is entitled to establish unique, special provisions that deviate from the GTC, which shall take effect upon publication on the website.

2.5. The amendment of the GTC and its annexes shall apply to existing Contracts from the date of entry into force. Any modification of the conditions for the distribution of Advertisements requires the Customer's consent.

## **3. Dispute Resolution**

3.1. The Parties shall primarily seek to settle any disputes arising from the Contract through mutual negotiations. If such negotiations are unsuccessful, they may refer the matter to the courts.

3.2. The Parties agree that any property-related disputes arising from this Contract shall fall under the jurisdiction of Hungarian courts, specifically the exclusive jurisdiction of the Buda Central District Court or, depending on jurisdictional rules, the Székesfehérvár Tribunal.

3.3. SPORTFIVE informs the Customer that it is not subject to any code of conduct.



## **4. Waiver of Rights**

4.1. The failure or delay of any Party to exercise any right or remedy under the Contract or applicable laws shall not be construed as a waiver of such right or remedy.

4.2. Partial or one-time exercise of any right or remedy shall not preclude further exercise of such rights or remedies.

## **5. Prior Consent to Assignment of the Contract**

5.1. Pursuant to Section 6:209 of the Civil Code, the Customer irrevocably consents to SPORTFIVE assigning the Contract to third parties or transferring its rights and obligations arising from the Contract to third parties.

## **6. Exclusion of the Right to Challenge**

6.1. The Parties mutually and explicitly waive their right to challenge this Contract on the grounds that such waiver of claims results in a significant imbalance between services and counter-services.

## **7. Notification Rules**

7.1. Any notification or information required or permitted under the Contract shall be delivered personally (in which case the Parties shall confirm receipt), by registered mail with return receipt, by airmail for notices sent outside the European Union, by fax, email, or similar electronic communication to the address specified in the Contract.

7.2. If a notice sent by mail or airmail is not returned to the sender as undeliverable, it shall be deemed delivered on the fifth (5th) day after dispatch.

7.3. The Parties agree that if a properly addressed envelope containing the notice or information is dispatched according to the Contract, this shall constitute adequate proof of the proper transmission of such notice or information.

7.4. The Parties agree that a notice sent by mail or airmail shall be considered delivered even if returned with indications such as "not claimed," "refused," "unknown," "moved," or any other equivalent designation under relevant Hungarian and international postal regulations.

7.5. A notice or information sent via fax, email, or a similar communication tool shall be considered delivered:

- (i) if sent before 16:00 (four p.m.) on a Hungarian working day, at the time of transmission,
- (ii) otherwise, on the following working day.

7.6. This presumes that the notice or information was addressed according to the Contract and that the sender did not receive a notification within one (1) working day that the recipient was unable to receive it or could only receive it at a specified later time. In such cases, the receipt confirmation date shall be considered the date of delivery.

## **8. Special Provisions for Outdoor Advertising Media**

8.1. The provisions of these GTC shall apply accordingly to advertising media placed on the exterior of the Arena.

8.2. Outdoor advertising media services shall be provided for the period specified in the Contract.

**Budapest, July 1, 2022.**



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**SPORTFIVE MPA Kft.**  
Siklósi Csaba Managing Director

**Annex 1:** Declaration (Template) for the Sale to a Third Party

**Annex 2:** Declaration (Template) for Third-Party Confirmation

## Annex 1

### DECLARATION

I, the undersigned **[COMPANY NAME]** (registered office: **[\*]**, company registration number: **[\*]**, tax number: **[\*]**, hereinafter referred to as the **Customer**), hereby notify **SPORTFIVE MPA Korlátolt Felelősségű Társaság** (registered office: 1091 Budapest, Üllői út 133-135., company registration number: 01-09-187952, tax number: 24892814-2-43, hereinafter referred to as **SPORTFIVE**) and **Adstream Hungary Korlátolt Felelősségű Társaság** (registered office: 1138 Budapest, Váci út 121-127. D. building, 3rd floor, company registration number: 01-09-909854) that we have sold the advertising rights granted to us under the advertising service contract concluded on **[DATE]** (hereinafter referred to as the **Contract**) to a **third party**, namely **[COMPANY NAME]** (registered office: **[\*]**, company registration number: **[\*]**, tax number: **[\*]**), which is now entitled to display advertisements under the terms of the Contract.

We acknowledge that all liability regarding the lawful exercise of advertising rights by the third party rests with the Customer. Along with this declaration, we are also providing the statement required by Annex 2 of the GTC, duly signed by the third party.

Furthermore, we undertake to notify you in writing if the third party further transfers the advertising rights to another party, and in such cases, we shall ensure that the new advertising rights holder provides the declaration as per Annex 2 of the GTC.

**[PLACE]**, **[DATE]**

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**[COMPANY NAME]**

Represented by: **[\*]**

## Annex 2

### DECLARATION

I, the undersigned **[COMPANY NAME]** (registered office: **[\*]**, *company registration number: **[\*]***, tax number: **[\*]**), declare that under the contract for advertising services concluded between **[COMPANY NAME]** (registered office: **[\*]**, company registration number: **[\*]**, tax number: **[\*]**) as the customer (hereinafter: the **Customer**) and **SPORTFIVE MPA Korlátolt Felelősségű Társaság** (registered office: 1091 Budapest, Üllői út 133-135., company registration number: 01-09-187952, tax number: 24892814-2-43), as well as under the agreement concluded between the Customer and our Company, our Company is the rightful entity for the advertisement to be displayed in the MVM Dome within the framework of the granted advertising services.

We declare that we request the publication of the referenced advertisement under the conditions specified above. We undertake to fully comply with all applicable legal and contractual obligations imposed on the Customer concerning the publication of the advertisement.

**[PLACE]**, **[DATE]**

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**[COMPANY NAME]**

Represented by: **[\*]**