



**MVM
DOME**



GENERAL TERMS AND CONDITIONS FOR THE USE OF BUSINESS SEATS AND RELATED SERVICES

Effective: May 2, 2024

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Definitions:

Basic Package	Refers to the hospitality services specified in Annex 1 of these GTC, which form part of the services under the Agreement.
Arena	Refers to the multifunctional sports arena named MVM Dome, located at 1091 Budapest, Üllői út 133-135.
GTC	Refers to this document, which contains the general terms and conditions governing the legal relationship established by the Agreement between SPORTFIVE as the lessor and the Lessee.
Lessee	Refers to the natural or legal person who enters into the Agreement with SPORTFIVE as the lessor and, along with their invited guests, may use the services specified in the Agreement.
Fee	Refers to the consideration payable by the Lessee for the services specified in the Agreement.
Primary Sky Box	Refers to the leased space under the Agreement, which may be modified according to Section 5.6 of these GTC.
Consumer	Refers to a person defined as such under the applicable Hungarian Civil Code.
House Rules	Refers to the house rules available on the website mvm-dome.hu .
Website	Refers to the website mvm-dome.hu ., including all its subpages.
Civil Code	Refers to Act V of 2013 on the Civil Code of Hungary.
Event	Refers to any sports, musical, or other event held in the Arena.
SPORTFIVE	Refers to SPORTFIVE MPA Korlátolt Felelősségű Társaság (registered office: 1091 Budapest, Üllői út 133-135.; Court of Registration: Metropolitan Court of Budapest Company Registry; company registration number: 01-09-402227; tax number: 32005781-2-43; phone number: +36-1-455-2300; email: mvm-dome@sportfive.com).
Sport Act	Refers to Act I of 2004 on Sports.

Sector	Refers to a designated sector or sectors within the Arena, regardless of its current name or layout, classified into specific categories.
Agreement	Refers to the individual contract concluded between SPORTFIVE as the lessor and the Lessee as the lessee concerning the services provided by the Lessor.
Contracting Parties	Refers to SPORTFIVE and the Lessee.
Business Seat	Refers to the seating in the Sky Box and VIP Lounge .

I. GENERAL RULES

1. Scope of These GTC

- 1.1. These GTC apply to individual agreements concluded between SPORTFIVE, as the lessor, and the lessee entering into the "Business Seats and Related Services in MVM Dome" Sky Box and/or VIP Lounge agreement. Additionally, these GTC apply to any contract that references them.
- 1.2. SPORTFIVE declares that, while the Hungarian National Asset Management Inc. (MNV Zrt.) holds ownership of the Arena, it is managed by Ferencvárosi Torna Club (FTC), and SPORTFIVE is responsible for its operation.

2. Rules for Entering Arena

- 2.1. The Lessee is entitled to enter the Arena on any day of the year by prior arrangement and, unless otherwise provided by law, may remain there. *SPORTFIVE* has the right to deny entry (for reasons including but not limited to those outlined in the *House Rules* or relevant legislation) and may also remove the Lessee from the Arena if they violate any laws or the House Rules.
- 2.2. The Lessee acknowledges that *SPORTFIVE* may refuse entry or prevent access to any person who cannot verify their age or other legally required conditions (e.g., proof of vaccination). A person under the age of 18 (but at least 6 years old) can verify their age with an identity card, passport, driver's license, or student ID. If a person's minor status is evident, age verification may be waived.
- 2.3. The Lessee acknowledges that, in accordance with applicable laws (e.g., the *Sports Act*), *SPORTFIVE* or its authorized personnel may check the identity of individuals at entry and inspect their clothing and belongings. Based on the inspection results, *SPORTFIVE* or its appointed representatives may deny entry, remove the Lessee from the Event, or confiscate prohibited items.
- 2.4. The Lessee is required to comply with – and ensure that their invited guests also comply with – the rules and regulations set forth in the *Agreement*, these *GTC*, and any additional guidelines issued by *SPORTFIVE* or the Event organizer concerning the use of the Event and conduct within the Event area. These rules are published on the *Website* and can also be sent to the Lessee by email upon request.

- 2.5. Even when complying with all applicable rules, the Lessee must refrain from *unnecessarily disturbing others* while inside the Arena or attending an Event. In particular, the Lessee must not engage in activities that disrupt, hinder, or jeopardize the Event, its participants, attendees, or their personal rights or property.

3. Catering and Other Services

- 3.1. SPORTFIVE provides catering services within the Arena. The Lessee acknowledges and accepts that SPORTFIVE offers these catering services through subcontractors, with varying selections depending on the Sector and the Event.
- 3.2. The Lessee acknowledges that the catering service included in the Agreement consists of the services specified in Annex 1 of these GTC (Basic Package). **If the Lessee wishes to consume additional food or beverages beyond the Basic Package, they may place an online order through SPORTFIVE's designated contact persons under the conditions published before the Event.**
- 3.3. Unless otherwise agreed in the Agreement, SPORTFIVE is not obligated to provide a reserved seating area in the designated catering spaces during the Event (table reservations). The Lessee also acknowledges that SPORTFIVE provides catering and other services in compliance with applicable legal requirements.
- 3.4. The Lessee declares that they have thoroughly inspected the Primary Sky Box or Lounge seating, as well as the Arena, its location within the building, parameters, and business potential, and confirms that they meet all their expectations.
- 3.5. **SPORTFIVE undertakes to inform the Lessee about Events covered by a state guarantee and where SPORTFIVE is neither the rights holder nor the lessor (i.e., where the Lessee is not automatically entitled to entry under the Agreement).** Upon the Lessee's request to attend such an Additional Event, SPORTFIVE will liaise with the event organizer (rights holder) to facilitate the Lessee's access to the Services under the broadest possible conditions defined in the Agreement. While SPORTFIVE will make efforts to negotiate terms that enable the Lessee to use the Services (potentially for an additional fee, such as purchasing an entry ticket), the decision on service availability ultimately lies with the event organizer (rights holder). Therefore,

SPORTFIVE is not liable if the Lessee is unable to participate in an Additional Event for any reason.

- 3.6. If the Agreement stipulates that the Fee is payable in installments, and the Lessee is more than 14 (fourteen) days late in paying any installment, all outstanding payment obligations that were foreseeable at the time of the delay become immediately due and payable in full.
- 3.7. **SPORTFIVE is entitled to deny entry to the Arena for any Lessee and their invited guests until the Lessee fulfills their payment obligations if the Lessee has committed a breach of contract regarding any due payment under the Agreement.** In such cases, SPORTFIVE will send a written notice (including via email) to the Lessee about the denial of entry and parking. However, this does not constitute an unjustified refusal of performance under Section 6:183 of the Hungarian Civil Code.
- 3.8. If the Agreement is extended, the Contracting Parties will determine the Fee for the new year within the Agreement or through a separate agreement. In the absence of such an agreement, SPORTFIVE is entitled to increase the Fee at the beginning of the new year by an amount not exceeding the inflation rate (annual consumer price index) established by the Hungarian Central Statistical Office (KSH) for the previous calendar year.
- 3.9. The Fee specified in the Agreement includes the rental cost of the Business Seats, utility costs related to operating the premises, the cost of final cleaning after the Event, pre-agreed furnishings owned by the Arena, and a one-time, pre-arranged room setup. However, it does not cover additional services such as, but not limited to:
 - Audio-visual services beyond those specified in the Agreement
 - Security services for the Lessee's private event
 - Hostess services
 - Additional catering services
 - Extra furniture requests
 - Digital signage system usage
 - Scoreboard usage
 - Use of the arena floor and other rooms
 - Arena floor lighting

3.10. The Parties acknowledge that SPORTFIVE, at its discretion, may partially or fully resell third-party services to the Lessee regarding the services covered by the Agreement.

4. Relocation from the Primary Seat

4.1. **SPORTFIVE reserves the right to relocate the Lessee from their primary seat during an Event to avoid limited sightlines. If SPORTFIVE cannot provide an entry ticket of the same category, Sky Box Lessees will primarily be offered VIP Lounge tickets. If VIP Lounge tickets are unavailable, the Parties will consult; however, in such cases, SPORTFIVE will strive to provide VIP catering and hospitality at the VIP level while allocating a seat in the highest available category within the general sectors.**

5. Name or Corporate Logo Placement

- 5.1. If the Lessee is entitled under the Agreement to display their name, designation, or corporate logo, they declare that they have the legal rights to use and authorize the use of the submitted name, designation, or logo.
- 5.2. The Lessee acknowledges that if the Agreement is terminated for any reason, **SPORTFIVE will immediately remove the displayed name, designation, or logo.**

6. Termination of the Agreement

6.1. The Agreement cannot be terminated by ordinary notice or withdrawal during the fixed term specified in the Agreement.

6.2. If the Agreement becomes or was originally concluded as an indefinite-term agreement, either Party may terminate it without justification at the end of the fixed term by providing written notice at least 90 days before the contract renewal date. Unless otherwise stated in the Agreement, if neither Party submits a written termination notice, the Agreement will automatically extend for an indefinite period.

6.3. A termination notice under Section 6.2 must be sent in writing and received by the other Party at least 90 days before the contract renewal date. If the notice is delayed, the Agreement will terminate at the end of the following contractual year.

6.4. Either Party may terminate the Agreement with immediate effect if the other Party commits a serious breach of contract. The Lessee's serious breaches include, but are not limited to:

- Severe violations of the House Rules, or
- Failure to fully or partially pay the agreed Fee on time under the Agreement, provided that the Lessee does not fulfill the payment obligation within a maximum 15-day grace period following a written demand.

If SPORTFIVE terminates the Agreement due to the Lessee's serious breach, the Lessee must pay a penalty, amounting to 100% of the gross outstanding Fee for the remaining contractual period until the next anniversary date.

6.5. Termination or modification of the Agreement is valid only in writing and must be signed by the legal representatives of the Parties or their authorized signatories with a notarized or fully enforceable private document.

6.6. The Parties agree that SPORTFIVE has the right to terminate the Agreement with immediate effect if the Lessee violates the confidentiality obligations outlined in Section 7 of these GTC or engages in conduct that damages the reputation of SPORTFIVE.

7. Confidentiality

7.1. The Contracting Parties must treat all economic and other data, facts, and information related to the other Party that comes to their knowledge in connection with the Agreement as **business secrets**. This obligation **remains in effect even after the termination** of the legal relationship. Only the other Party's **duly authorized representative** may grant an exemption from confidentiality. Any damages caused to the other Party or third parties due to a **breach of this obligation** must be compensated by the violating Party. The Parties shall act **with mutual respect** and shall **refrain from any behavior or statements that may harm the other Party's reputation** during the term of the Agreement.

7.2. The Lessee may only provide **information to the press** regarding the Agreement, SPORTFIVE, and/or the Venue **with the prior written consent** of SPORTFIVE's managing director. If this obligation is violated, the Lessee must pay a **penalty equal to the gross Purchase**

Price (or Fee) defined in the Agreement to SPORTFIVE within **eight (8) days**. In addition to the penalty, SPORTFIVE is also entitled to claim **compensation for any additional proven damages**.

- 7.3. The Contracting Parties may **only use received documentation and data for the purposes of the Agreement**. They undertake to **preserve classified information and business secrets**, treating other data and information as confidential. They must not **disclose, transfer, or make them accessible to unauthorized third parties**. The confidentiality obligation **remains in force even after the termination of the Agreement**. However, the Parties acknowledge that **data required to be disclosed by law in the public interest does not qualify as a business secret**.

8. Communication and Contact Persons

- 8.1. The Parties must designate their respective **contact persons** in the Agreement.
- 8.2. The Parties agree that **all declarations** related to the Agreement and the General Terms and Conditions (GTC) are only considered valid **if made in writing** (including email). The delivery rules set out in the GTC apply accordingly to legal statements.
- 8.3. All official **notifications and communications** related to the Agreement must be sent in writing to the other Party. If sent by **postal mail**, a communication is considered delivered when: It is **personally handed over to the recipient**, or sent **by registered mail** and the receipt confirms delivery, or it is returned with the **"unknown recipient," "recipient moved," "insufficient address," or "not collected"** indication.
- The Parties also accept **electronic communication (email)** as a valid form of notification. In case of a dispute, the time of delivery is determined as follows:
- 8.3.1. **For personal delivery** – the date of receipt.
- 8.3.2. **For email** – the date of sending.
- 8.3.3. **For successful postal delivery** – the date of delivery.
- 8.3.4. **For unsuccessful postal delivery** – the **fifth day** after the postal service issues the non-delivery notification.

- 8.4. The Parties must immediately notify each other of any **changes to their data**, particularly changes to their **address, bank account number, or tax**

number, or modifications regarding their **designated contact person**. The **failing Party is liable** for any **provable damages** resulting from a failure to provide timely notice.

9. Divergent Rules Applicable to Consumers

- 9.1. If the Lessee qualifies as a Consumer, the provisions of the GTC shall apply with the deviations set forth in this section.
- 9.2. A Contract shall also be deemed concluded in the case of a Lessee qualifying as a Consumer if the Contracting Parties commence the performance of the Contract.
- 9.3. A Lessee qualifying as a Consumer is entitled to terminate the Contract with immediate effect in writing within 15 days of receiving notification of a unilateral price increase as set forth in the relevant sections of the GTC.
- 9.4. A Lessee qualifying as a Consumer is entitled to terminate the Contract with immediate effect within 15 (fifteen) days from the effective date of any unilateral amendment to the GTC or its annexes.
- 9.5. **SPORTFIVE informs the Lessee, and the Lessee acknowledges, that under Section 29 (1) (I) of Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, the Consumer has no right to withdraw from the Contract without justification.**
- 9.6. SPORTFIVE informs the Lessee that it is not obliged to provide a warranty for the service under the Contract.
- 9.7. SPORTFIVE informs the Lessee that it is not subject to a code of conduct.
- 9.8. SPORTFIVE informs the Lessee that, in the event of a consumer complaint, the Consumer is entitled to initiate proceedings before the competent conciliation board. SPORTFIVE informs the Lessee that it is not obliged to comply with the recommendations of the conciliation board. The conciliation board competent based on the registered seat of SPORTFIVE is the Budapest Conciliation Board (registered seat: 1016 Budapest, Krisztina körút 99., I. floor 111.; mailing address: 1253 Budapest, P.O. Box 10).
- 9.9. SPORTFIVE informs the Lessee that, in the event of a consumer complaint, they may initiate an online dispute resolution procedure at the following link:

[ec.europa.eu/consumers/odr/main/index.cfm?
event=main.home2.show&lng=HU](https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU)

- 9.10. **If SPORTFIVE exercises its unilateral right to amend the GTC under Section II.9 of the present GTC in a way that is disadvantageous to the Lessee and the Lessee qualifies as a Consumer, the Lessee is entitled to terminate the Contract within 15 (fifteen) days from the publication of the amendment on the Website. If the Lessee does not exercise their right to terminate the Contract, the amendment shall be deemed accepted by the Lessee.**

2. OTHER PROVISIONS

1. The Lessee, in accordance with Section 6:209 of the Civil Code, grants prior and irrevocable consent for SPORTFIVE to transfer the Contract to third parties or to assign the rights contained therein or arising from it, as well as the obligations of the Lessee, to third parties.
2. SPORTFIVE informs the Lessee that it is not subject to a code of conduct.
3. In the event of the invalidity of any provision of the Contract and/or this GTC, the Contracting Parties shall attempt to replace the invalid provision with a valid one by mutual agreement following negotiations. The Contracting Parties mutually undertake that in such cases, they will engage in discussions to replace the invalid provision and attempt to find a new provision that best aligns with the objectives of the Contract and the intentions of the Contracting Parties when concluding the Contract.
4. The prohibition of implied waiver applies to the legal relationship of the Contracting Parties, meaning that if at any time one party is unable to enforce strict compliance with a contractual obligation contained in the Contract and/or this GTC against the other party, this does not constitute a waiver of the right to enforce compliance at a later time. The prohibition of implied waiver also extends to situations where a party violates a provision, and the other party does not immediately take action against it —this shall not be construed as the non-violating party granting permission for the provision to be repeatedly violated by the other party in the future.
5. If a dispute arises between the Contracting Parties concerning any matter regulated in the Contract and/or this GTC, the Contracting Parties are obligated to attempt to resolve the dispute amicably. To this end, either party may initiate negotiations to enforce any claim stipulated in the

Contract and/or this GTC. If the negotiations do not yield a result, the initiating party is entitled to enforce their claim through civil litigation, non-litigation procedures, or any other legally provided means. The Contracting Parties agree that for any disputes arising from the Contract, the competent court shall be the one determined by the applicable law on civil procedure.

6. The Contracting Parties declare that for matters not regulated in the Contract and/or this GTC, the provisions of the Civil Code, the Sports Act, and other applicable Hungarian laws governing their legal relationship shall apply.
7. In case of any discrepancy between the provisions of the GTC and any other provisions of the Contract, the provisions of the Contract shall prevail in determining the legal relationship between the Contracting Parties.
8. Upon the conclusion of the Contract, any prior agreements between the Contracting Parties, in any form, shall become null and void, and their legal relationship shall be governed solely by the Contract and this GTC.
9. SPORTFIVE is entitled to unilaterally amend this GTC. SPORTFIVE is obliged to publish a notification regarding the amendment of the GTC on the Website at least 15 (fifteen) days before the amendment takes effect. In extraordinary situations, SPORTFIVE, as the holder of the operational rights, is entitled to establish unique, special provisions that deviate from this GTC, which shall become effective upon their publication on the Website. The amendments to the GTC and its annexes shall apply to existing Contracts from their effective date.

Budapest, April 17, 2024

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SPORTFIVE MPA Kft.

Siklósi Csaba

Managing Director

Annex 1 *Catering services included in the Basic Package*

ANNEX 1

Catering Services Included in the Basic Package

I. SKY BOX

Contents of the Basic Package:

- Available from the event's gate opening until the end of the event, with timings determined individually for each event based on the organizers' guidelines.
- Food and beverage selection: free choice, high-quality catering – buffet-style service with premium food options (appetizers, snacks, salads, main courses, and desserts), alcoholic beverages (beer and wine only), and non-alcoholic beverages (soft drinks and coffee).
- Service: a dedicated waiter available throughout the entire opening period.

II. VIP LOUNGE

Contents of the Basic Package:

- Available from the event's gate opening until the end of the event.
- Food and beverage selection: free choice, high-quality catering – buffet-style service with premium food options (appetizers, snacks, salads, main courses, and desserts), alcoholic beverages (beer and wine only), and non-alcoholic beverages (soft drinks and coffee).
- Service: a dedicated waiter available throughout the entire opening period.

Price Breakdown (Estimated Nominal Net Value):

Catering Service Value:

HUF 19,450 + VAT* per person per event.

*Marked items include intermediary services.

Ticket and VIP Package Service Value:

Fee determined in an individual contract – minus the catering service value.