

# **GENERAL TERMS AND CONDITIONS**

General Terms and Conditions effective date: 2025.02.10.

This General Terms and Conditions document contains the terms applicable to the sale of Tickets for Events organized by SPORTFIVE at the MVM Dome, the management and use of Tickets, participation in Events, the utilization of services provided by SPORTFIVE, as well as the rights and obligations related to the legal relationship established between SPORTFIVE and the Customer as parties involved.

The current General Terms and Conditions (GTC) apply to all tickets for events organized by the Organizer at the MVM Dome operated by SPORTFIVE, which are publicly accessible and performed in front of an audience. This includes the possession and use of tickets, the utilization of services provided at the event, as well as behavioral rules applicable to ticket holders and visitors. Therefore, SPORTFIVE provides a venue for events at the MVM Dome in which it does not participate in the organization; it solely provides the location for the duration of the event and is not considered the organizer.

#### 1. CONCEPTS

SPORTFIVE	Name: Sportfive MPA Ltd. Headquarters: 1091 Budapest, Üllői Road 133- 135. Company registration number: 01-09-402227 Tax number: 32005781-2-43 Registering Authority: Court of Registration of the Metropolitan Court  mvmdome@sportfive.com The operator of the MVM Dome and the one who provides the MVM Dome as a venue for the Event organized by the Organizer.
Terms and Conditions	This document is being reported.
Csarnok/MVM Dome	MVM DOME area.
Website	www.mvm-dome.hu and www.mvmdome.funcode.hu
Admission Ticket	A ticket for an event that belongs to the standard category, which is provided in electronic format and equipped with barcode identifiers.
Parking ticket	Parking spaces designated for parking at the MVM DOME area are available for purchase for the duration of the event. The parking ticket is in electronic format and is equipped with barcoded identifiers.



Event	The current General Terms and Conditions (GTC) and the confirmation email sent to the Customer regarding the Ticket purchased by the Customer during the purchasing process are collectively referred to.  A sports, music, or other leisure activity advertised on the website, for which ticket purchase is possible.
Property Owner	A natural person who actually possesses the Ticket before its use.
Visitor	A visitor with a valid ticket entering the hall, who is entering the venue of the given event.
VIP ticket	An electronic VIP ticket with a barcode format identifier, issued through the website for the event.
Ticket	It includes the electronic format Entry Ticket, VIP Ticket, and the Parking Ticket purchased for the duration of the Event, all equipped with barcode format identifiers.
Partner	A ticket sales partner officially authorized by the Organizer.
Customer	The natural person (consumer) who enters into the Contract with SPORTFIVE is the seller, to whom SPORTFIVE will transfer the VIP ticket and/or Parking ticket in accordance with the provisions set forth in this General Terms and Conditions after the conclusion of the Contract.
Business client	As a legal entity, a business association without legal personality (business client) that enters into a contract regarding business seating based on the document titled "General Terms and Conditions for the Use of Business Seats and Related Services" available on the Website.
Regulations	The house rules of the hall, the current General Terms and Conditions, announcements, information, and relevant legislation as a whole.









Rainy Day	A backup event day different from the originally
	announced date of the event.
Organizer	The organizer of the given event is a service
	provider that is an independent third party from
	SPORTFIVE and the Partner.

#### 2. GENERAL INFORMATION

# 2.1. VIP tickets available for purchase on the website

Through the website, the Customer can exclusively purchase VIP tickets and Parking tickets; purchasing tickets in the regular category is not possible, as these tickets can be bought from Partners.

The determination of the price of VIP tickets, the categorization of event ticket prices, the application of any potential discounts, and the availability of VIP tickets and parking ticket types fall exclusively under the authority of SPORTFIVE.

A VIP ticket minimally includes the name of the Event, the name of the Event venue, the date of the Event, the name, address, and tax number of SPORTFIVE, the designation of the seat that can be occupied in the VIP area with the VIP ticket, the price category of the VIP ticket, the price of the VIP ticket (which may differ from the amount paid depending on the included service and other fees), the identification number of the VIP ticket and the associated purchase transaction, as well as a unique barcode format identifier for electronic verification of the VIP ticket, which is characteristic only to that specific VIP ticket.

A SPORTFIVE will only replace a lost, damaged, or destroyed VIP ticket at the request of the Purchaser.

## 2.2. Ticket purchase at the partner location

The website will display events for which the ticket cannot be purchased directly on the website, but rather through the SPORTFIVE Partner, on the Partner's website.

The Partners sell the Tickets in accordance with their own contractual terms, on their own behalf, for the benefit of the Organizer of the given Event. Partners do not sell VIP tickets for the Event; these can only be purchased on the Website. In the case of Tickets sold by a Partner, the Buyer will be redirected from the Website to the Partner's page, where they can purchase the Ticket. For orders placed on the Partner's page, the provisions specified in the Partner's general terms and conditions shall apply in all cases. The Partner's contractual terms may contain informative provisions regarding the use of the purchased Ticket, but these do not replace, supplement, or override the provisions contained in these General Terms and Conditions.

Regarding tickets purchased from unofficial sources, including but not limited to their validity, SPORTFIVE assumes no responsibility whatsoever. A ticket purchased from an unofficial source is also considered to be such if it was originally issued by official partners but has been resold for commercial purposes by the original purchaser or by an authorized holder of the original purchaser.









The Partner provides the service related to the actual sale of the Admission Ticket to the Buyer, and SPORTFIVE is not a part of that service.

The tickets purchased from the Partner are issued by the Partner and sent to the Buyer via email.

## 2.3. Announcements

In certain cases, it may become necessary for SPORTFIVE to clarify or supplement the applicable regulations regarding the possession and use of Event Tickets, as well as attendance at the Event, in order to ensure the safe and highest possible standard of the Event's execution or due to any unforeseen circumstances. In such cases, SPORTFIVE will inform the Customers through announcements, both in an electronic message sent to the Customer and in the form of publicly accessible announcements placed on its own Website.

Due to the type, nature, or external circumstances of the Event, legal regulations may also govern participation in the Event, as well as the legal relationship between the Customer and SPORTFIVE (e.g., events falling under the scope of Act I of 2004 on Sports, events subject to regulations concerning musical and dance events, or health and epidemic-related regulations concerning the organization and/or attendance of certain events). Both SPORTFIVE and the Customer are obliged to act in accordance with these relevant legal regulations at all times during the organization of the Event and participation in the Event.

#### 3. REGULATIONS RELATED TO ELECTRONIC CONTRACT CONCLUSION

A contract is established between SPORTFIVE and the Customer based on Government Decree 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses for orders placed electronically on the Website.

The content of the Contract between the Buyer and SPORTFIVE is determined jointly by the individual terms created during the purchasing process (the confirmation email sent regarding the Ticket purchased by the Buyer) and these General Terms and Conditions (hereinafter referred to as "GTC").

The technical information necessary for using the Website, which is not included in these General Terms and Conditions, can be found on other pages of the Website.

The language of the Contract is Hungarian.

An order placed through the website is considered a legal declaration made by implied conduct rather than in writing; thus, the contract concluded electronically between the Customer and SPORTFIVE is not regarded as a written contract. SPORTFIVE does not file these contracts, making them subsequently inaccessible and not viewable.

By indicating their acceptance through their conduct (e.g., checking the checkbox and/or clicking the button to initiate ticket purchase), the Customer acknowledges and accepts the terms outlined in this General Terms and Conditions (GTC) and the conditions related to the purchase of the ticket.

#### 4. PURCHASE TERMS











#### 4.1. Browsing the website, registration

Registration for using the Website and for purchasing is not required; it is possible to buy as a Guest. However, if you still wish to register, you can do so in several ways (by providing an email address and password, or using a Google or Facebook account).

Placing orders is only possible on devices that enable communication between remote parties (smartphone, tablet, computer, etc.).

The information published on the website does not constitute an offer for the conclusion of a contract from SPORTFIVE. In the case of orders falling under the scope of these General Terms and Conditions, the Buyer is considered the offeror according to the law, while SPORTFIVE is the party that accepts the Buyer's offer (order), thereby creating the contract.

#### 4.1.1. Account Deletion

The Customer is entitled to request the deletion of their registration by sending a message to the SPORTFIVE email address. In the event of deletion, their user data will be immediately removed from the system following the deletion. However, this does not affect the retention of data and documents (invoice) related to orders already placed, nor does it result in the deletion of such data. Once the data has been removed, there is no way to restore it.

The Customer is solely responsible for keeping their user access data (especially the password) confidential. If they become aware that an unauthorized third party may have gained access to the password provided during registration, they are obliged to change their password immediately. Furthermore, if it is suspected that the third party is misusing the password in any way, they must simultaneously notify SPORTFIVE.

The customer agrees to update the personal data provided during registration as necessary to ensure that it is current, complete, and accurate.

#### 4.2. The process of purchasing VIP tickets and parking tickets

The Customer is registering for the Event advertised on the Website.

- You can purchase VIP tickets and parking tickets online through the website.
- Tickets can also be purchased through the Partner.

The Customer can purchase a Ticket online through the Website as follows.

VIP tickets and parking tickets can be purchased separately, completely independently of each other.

To purchase a VIP ticket and a Parking Ticket, the buyer must first select the Event. Following this, they need to choose the VIP ticket price category, the sector, and the seat within that sector. In the case of purchasing a Parking Ticket, they can select the available parking sector for the specific Event by clicking on the "Parking" label. Once all necessary information has been provided, the VIP ticket and/or the Parking Ticket must be added to the cart by pressing the "Add to Cart" button. In the cart interface, they can review the VIP ticket and Parking Ticket added to the cart. If they wish to delete any item, they can edit the cart by



clicking on the "Edit Cart" button and remove the item by clicking on the trash icon. After pressing the "Payment" button, you need to select whether you would like to place the order as a company or as an individual. In the case of a corporate purchase, providing the tax number is mandatory.

After placing a VIP ticket and parking ticket in the cart, the cart time will expire 30 minutes later, and the contents of the cart will be automatically deleted (in some cases, the cart time may be longer or shorter than this, which will be displayed accurately and continuously on the respective page).

As a buyer, you are required to provide your name, email address, and the address necessary for issuing the invoice.

If everything in the cart is found to be correct, you can provide the necessary billing address details by clicking the "Payment" button. After entering the billing information, you can view the selected VIP ticket and/or Parking ticket by clicking the "next" button. If everything is in order, by pressing the "Continue to Payment" button, you will be redirected to the payment page of SPORTFIVE, where you can settle the total amount of the order via online credit card payment.

If you have confirmed that the provided information is correct and that the contents of the cart are satisfactory, you can finalize your order by clicking the "Proceed to Payment" button after accepting the current Terms and Conditions and the Data Management Information (by checking the checkbox), which creates a payment obligation for the Buyer to SPORTFIVE.

Unless otherwise specified by SPORTFIVE, a Customer may purchase a maximum of four (4) VIP tickets for an Event in a single transaction.

SPORTFIVE disclaims any responsibility in the event of incorrect/false data provided by the Buyer, and the person providing the incorrect/false data shall be liable for the improper data provision in all cases, regardless of whether they acted in bad faith or good faith.

### 4.2.1. Sales Abroad

SPORTFIVE does not apply any disadvantageous territorial discrimination against Customers. The provisions of the present General Terms and Conditions (GTC) also apply to foreign orders, with the understanding that a Customer is defined as a Consumer who is a citizen of an EU member state or has a residence in an EU member state, as well as a business that has a registered office in any member state and purchases VIP tickets and/or Parking tickets or utilizes services exclusively for end-user purposes within the European Union.

We do not apply any discriminatory territorial distinctions against individual Customers outside of EU member states, except where such discrimination is mandated by applicable legislation, or where SPORTFIVE is unable to ascertain or comply with tax or other applicable laws based on the Customer's place of residence.

#### 4.3. Important information regarding ticket prices

The price of the VIP ticket and Parking Ticket displayed on the website is indicated in a way that includes value-added tax and other public charges (gross), in accordance with the VAT rate applicable to the VIP







ticket and Parking Ticket and the regulations regarding SPORTFIVE's tax status. The price of the VIP ticket and Parking Ticket is shown in Hungarian Forints (Ft). The total amount payable includes all costs based on the order summary and confirmation email, including transaction fees and ticket issuance fees. These latter items will always be listed separately in the cart.

SPORTFIVE may periodically offer discounts on the price of VIP tickets and parking tickets. If it is a general sale, the discounted price will be clearly indicated on the event's data sheet. However, if the price discount is tied to a coupon redemption (e.g., exclusive discounts), the discounted price will become visible during the ordering process, after entering the coupon code.

#### 4.4. Payment Methods

The price of the selected VIP ticket and parking ticket can only be settled by the Buyer through card payment via the secure system of the financial service provider contracted with SPORTFIVE.

# 4.5. Order confirmation process on the Website

After the Customer has submitted their order through the Website, SPORTFIVE will confirm the order electronically via the email address provided during the order or registration process within 48 hours from the submission of the order (confirmation email). The confirmation email will include the purchased VIP ticket and/or Parking Ticket in digital form for the Customer's use. Therefore, the confirmation email will contain the personal data provided by the Customer during the order, the paid purchase price, as well as the purchased VIP ticket and/or Parking Ticket. If the Customer has a user account, the purchased tickets will also be accessible in the user account at a later time. Only those tickets are available in the user account that the Buyer has purchased directly through the Website and not through the Partner. In the case of a purchase through the Partner, the Admission Ticket becomes available in the user account associated with the Partner's database.

If you find that the confirmation incorrectly contains your data, you are obliged to promptly inform SPORTFIVE via email and provide your correct information.

If the confirmation email, which also serves as the contract, does not arrive in your email inbox within 24 hours, please contact us, as it is possible that your order did not reach our system due to technical reasons.

# 4.6. Formation of the contract, binding nature of the offer

# **4.6.1.** Formation of the Contract

The confirmation email from SPORTFIVE is considered an acceptance of the offer (order) made by the Buyer, with which the Contract between the Buyer and SPORTFIVE is established at the moment when the confirmation email containing SPORTFIVE's contractual statement becomes accessible in the Buyer's electronic mail system.

The contract for the sale of VIP tickets and/or parking tickets concluded online between the Customer and SPORTFIVE is considered an electronically concluded sales contract.

## 4.6.2. Bid binding





The customer is exempt from the binding nature of the offer or contractual obligations if they do not receive a confirmation email regarding their order from SPORTFIVE without delay, but no later than 48 hours.

The order and its confirmation are considered to have been received by SPORTFIVE and the Buyer when they become accessible to the recipient.

If the confirmation does not arrive in time because the Customer provided an incorrect email address during the ordering process, or because the Customer is unable to receive messages due to the storage capacity of their account being full, SPORTFIVE disclaims any responsibility for the failure of the Customer's order and the non-establishment of the contract.

If the Customer has already sent their order to SPORTFIVE and notices an error regarding the data in the confirmation email, they must report it to SPORTFIVE within 1 day.

#### 4.7. Quotation

The Customer has the opportunity to request a quote through the Website by filling out and submitting the quote request form under the "Event Venue" menu. SPORTFIVE will send the Customer a quote prepared based on the requested parameters via email, which will remain valid for ten days. If the Customer does not accept the offer with the specified content within ten days, they are required to request a new offer from SPORTFIVE after the ten-day period has elapsed.

If the Buyer indicates conditions that differ from those specified in the offer sent by SPORTFIVE, this will be considered a new request for an offer from the Buyer, which does not yet result in the establishment of a Contract between the Parties. In this case, SPORTFIVE may send a revised offer to the Buyer that differs in content from the original, considering the modified parameters, or may refuse to provide an offer based on the new parameters. If SPORTFIVE sends a new offer, the Buyer is obliged to confirm it in writing. Upon confirmation, the Parties will meet in person to discuss the details and will enter into a written contract based on the offer and the details agreed upon in the personal meeting.

#### 4.8. Invoice

SPORTFIVE will issue an invoice to the Customer electronically after the payment is made and will send the invoice via email. By accepting the General Terms and Conditions, the Customer agrees to this.

# 5. INFORMATION ON THE RIGHT OF WITHDRAWAL AND THE RULES FOR EXERCISING THE RIGHT OF WITHDRAWAL

Important information: the rights listed in this section apply to Buyers qualifying as Consumers (hereinafter referred to as "Consumer"), and companies, institutions, etc. (legal entities) cannot exercise the right of withdrawal as specified below.

According to Section 20 of Government Decree No. 45/2014 (II.26.), a Buyer classified as a consumer cannot exercise their right of withdrawal or termination in relation to Tickets for the following reasons.



The consumer classified as a Buyer is not entitled to the right of withdrawal in the case of contracts for accommodation services, except for residential services, transportation, car rental, catering, or services related to leisure activities, if a performance deadline or date has been specified in the contract. Considering the fact that a deadline or date for performance has been indicated in connection with the purchase of Tickets, the consumer classified as a Buyer is not entitled to the right of withdrawal.

#### 6. COMPLAINT HANDLING

#### 6.1. Enforcement options

The Customer may file a complaint with SPORTFIVE regarding the conduct, activities, or omissions of SPORTFIVE and any person acting on behalf of or for the benefit of SPORTFIVE, which are directly related to the provision or sale of the services utilized by the Customer.

The Customer can address their complaint regarding the VIP ticket/Parking ticket purchased through the Website to SPORTFIVE. For complaints related to tickets exchanged with Partners, the Customer should primarily contact the Partner, who will inform them about the necessary steps to take regarding their complaint.

The Customer can submit their complaint both verbally and in writing.

The Customer may submit their consumer complaints related to the leisure service utilized with the purchased Ticket or the activities of SPORTFIVE primarily through the contact details specified in point 1.Error! Reference source not found.

## **Oral complaint**

SPORTFIVE is obliged to immediately investigate any complaint communicated via telephone and, if possible, to remedy it as necessary. If the Customer disagrees with the handling of the complaint or if an immediate investigation of the complaint is not possible, SPORTFIVE will take minutes regarding the complaint.

In the case of a verbal complaint communicated via telephone or any other electronic communication service, SPORTFIVE shall send the Customer a copy of the minutes at the latest simultaneously with the substantive response – no later than within 30 days.

A copy of the minutes taken regarding a SPORTFIVE complaint must be kept for three years from the date of the complaint's recording and presented to the supervisory authorities.

Complaints recorded via telephone or other communication devices will be assigned a unique identifier by SPORTFIVE, which will simplify the retrieval of the complaint in the future.

In other respects, when processing verbal complaints, SPORTFIVE will act in accordance with the rules regarding written complaints.

### **Written Complaint**











SPORTFIVE will respond in writing to the complaint received within 30 days and will take steps to communicate it.

In the event of a complaint being rejected, SPORTFIVE will inform the Customer of the reason for the rejection. If a complaint is rejected, SPORTFIVE is obliged to notify the Customer in writing about which authority or conciliation body they may initiate proceedings with, depending on the nature of the complaint. The notification must also include the address, telephone number, and internet contact details of the competent authority, as well as the address of the conciliation body corresponding to the Customer's place of residence or stay. The notification must also indicate whether SPORTFIVE will utilize the conciliation body's procedure to resolve the consumer dispute.

#### 6.2. Other legal enforcement options

If any consumer dispute between SPORTFIVE and the Buyer is not resolved during negotiations with SPORTFIVE, the Buyer, who qualifies as a consumer, may turn to the conciliatory body competent according to their place of residence or temporary residence and initiate proceedings with that body. They may also approach the conciliatory body competent according to the registered office of SPORTFIVE. Furthermore, the following legal enforcement options are available to the Buyer:

- Mediation body procedure
- Filing a complaint with the consumer protection authority
- Dispute resolution procedure through the EU online dispute resolution platform
- Initiating legal proceedings

## 6.2.1. Filing a complaint with the consumer protection authority

If the Customer detects a violation of their consumer rights, they can file a complaint with the consumer protection authority competent for their place of residence. Following the assessment of the complaint, the authority will decide on the conduct of the consumer protection procedure. The consumer protection authority will act upon request or ex officio, thereby examining the market behavior of SPORTFIVE from a consumer protection perspective. However, the individual case of the Customer will be resolved by the conciliatory body, meaning that in this case, the consumer protection authority will transfer the applicant's case to the conciliatory body.

# **6.2.2.** Dispute resolution procedure through the European Union's online dispute resolution platform

#### https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage

In the case of consumer disputes related to online sales contracts, consumers have the opportunity to resolve their online shopping-related, even cross-border disputes electronically through a complaint submitted via the online platform accessible through the link above.

To do this, you only need to have the consumer register on the online platform available at the link above, fill out an application completely, and then submit it electronically to the conciliatory body through the platform. This way, consumers can easily assert their rights despite the distances.



As a general consumer protection authority, the government offices have been designated by the legislation. The contact information for the government offices is: https://www.kormanyhivatal.hu/hu/elerhetosegek

## 6.2.3. Initiating proceedings before the mediation board

If SPORTFIVE rejects the complaint of the Buyer, who qualifies as a consumer, the Buyer is entitled to turn to the competent Consumer Arbitration Board based on their place of residence or the Arbitration Board specified by the Buyer in the application. The condition for initiating the procedure of the Arbitration Board is that the consumer must first attempt to resolve the disputed matter directly with the affected business.

The Conciliation Board – unless the consumer requests a personal hearing – will conduct the hearing in an online format using electronic devices that simultaneously provide audio and visual transmission (hereinafter referred to as: online hearing).

A SPORTFIVE is obligated to cooperate in the mediation procedure. This means that, upon the request of the Mediation Board, the company is required to send its response to the mediation board within the specified deadline.

The business is obliged to ensure the participation of a person authorized to reach an agreement at the hearing, except for the application of Regulation (EU) No. 524/2013 of the European Parliament and of the Council of May 21, 2013, regarding the online resolution of consumer disputes, as well as the amendment of Directive 2009/22/EC. The representative of the business authorized to reach an agreement is required to participate online in the online hearing. If the consumer requests a personal hearing, the representative of the business authorized to reach an agreement must participate at least online in the hearing.

The Conciliation Board will issue a decision containing an obligation if SPORTFIVE has not made a submission declaration, but the request is well-founded and the claim the consumer wishes to enforce does not exceed two hundred thousand forints, either in the request or at the time of the decision containing the obligation!

This means that if SPORTFIVE does not comply with the decision of the Conciliation Board containing an obligation within the deadline for performance, the consumer may request the court to issue an enforcement clause for the decision of the conciliation board.

In the case of a decision containing an obligation, the costs of the procedure shall be borne entirely by SPORTFIVE, while in the event of the consumer's request being rejected, each party shall bear its own costs, meaning that the consumer shall not be required to reimburse SPORTFIVE's costs under any circumstances.

More information about the Conciliation Boards can be found here: https://www.bekeltetes.hu

According to the consumer protection law, a consumer is defined as a civil organization, a religious legal entity, a condominium, or a housing cooperative acting for purposes outside their independent profession and economic activities, which purchases, orders, receives, uses, or utilizes goods, or is the addressee of commercial communication or offers related to the goods.











The Consumer Quality is subject to inspection and examination by the Conciliation Board. The rules governing the procedure are those set forth by the Conciliation Board.

The contact information for the respective territorial Conciliation Boards:

#### **Budapest Conciliation Board**

Headquarters: Budapest Jurisdiction: Budapest

**Availability:** 

Address: 1016 Budapest, Krisztina krt. 99. I. em. 111.

Mailing address: 1253 Budapest, Pf.:10.

Phone number: 06-1-488-2131 E-mail: bekelteto.testulet@bkik.hu

Website: bekeltet.bkik.hu

#### **Baranya County Conciliation Board**

Headquarters: Pécs

Jurisdiction: Baranya County, Somogy County,

Tolna County Availability:

Address: 7625 Pécs, Majorossy I. u. 36. Phone number: 06-72-507-154 info@baranyabekeltetes.hu

Email: <u>info@baranyabekeltetes.hu</u> Honlap: <u>baranyabekeltetes.hu</u>

#### Borsod-Abaúj-Zemplén County Conciliation Board

Headquarters: Miskolc

Jurisdiction: Borsod-Abaúj-Zemplén County, Heves County,

Nógrád County <u>Availability:</u>

Address: 3525 Miskolc, Szentpáli u. 1. Phone number: 06-46-501-090 Email: bekeltetes@bokik.hu

Website: bekeltetes.borsodmegye.hu

# **Csongrád-Csanád County Mediation Board**

Headquarters: Szeged

Jurisdiction: Békés County, Bács-Kiskun County,

Csongrád-Csanád County

**Availability:** 

Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: 06-62-554-250/118 Email: bekelteto.testulet@cskik.hu Website: bekeltetes-csongrad.hu

## **Fejér County Conciliation Board**

Headquarters: Székesfehérvár

Jurisdiction: Fejér County, Komárom-Esztergom County,

Veszprém County Availability:

Address: 8000 Székesfehérvár, Hosszúsétatér 4-6. Phone

number: 06-22-510-310 Email: <u>bekeltetes@fmkik.hu</u> Website: <u>www.bekeltetesfejer.hu</u>

# **Győr-Moson-Sopron County Conciliation Board**

Headquarters: Győr

Jurisdiction: Győr-Moson-Sopron County, Vas

County, Zala County

Availability:

Address: 9021 Győr, Szent István út 10/a.

Phone number: 06-96-520-217

Email: <u>bekeltetotestulet@gymskik.hu</u>

Website: bekeltetesgyor.hu



#### Hajdú-Bihar County Conciliation Board

Headquarters: Debrecen

Jurisdiction: Jász-Nagykun-Szolnok County, Hajdú-Bihar

County, Szabolcs-Szatmár-Bereg County

Availability:

Address: 4025 Debrecen, Vörösmarty u. 13-15.

Phone number: 06-52-500-710 Email: bekelteto@hbkik.hu Website: hbmbekeltetes.hu

## **Pest County Conciliation Board**

Headquarters: Budapest Jurisdiction: Pest County

Availability:

Address: 1055 Budapest, Balassi Bálint u. 25. IV/2.

Phone number: 06-1-792-7881 Email: pmbekelteto@pmkik.hu Website: panaszrendezes.hu

## 6.2.4. Initiating legal proceedings

If the Buyer does not turn to a conciliatory body, or if the procedure does not yield results, they have the option to turn to the court for the resolution of the legal dispute within the framework of civil proceedings according to the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure. The lawsuit must be initiated with a statement of claim. The statement of claim must be accompanied by all documents, or copies thereof, that the Buyer refers to as evidence.

The following information must be included in the statement of claim:

- the court in charge;
- the names, residences, and procedural status of the parties, as well as their representatives;
- to assert the right being claimed, by presenting the facts underlying it and their evidence;
- the data from which the court's jurisdiction and competence can be established;

a request directed at the court's decision.

## 7. RESPONSIBILITY, PROHIBITIONS

#### 7.1. Website Usage

The Customer may use the Website solely at their own risk and accepts that SPORTFIVE shall not be liable for any damages arising from its use, except for liability arising from intentional acts or criminal offenses, as well as for breaches of contract that cause harm to life, bodily integrity, or health.

The Customer is obliged to ensure that during the use of the Website, the rights of third parties or the laws are not violated, either directly or indirectly.

The content that the Customer may make available during the use of the Website (for example, comments) may be reviewed by SPORTFIVE, but it is not obligated to do so, and regarding the published content, SPORTFIVE is entitled, but not obligated, to search for signs indicating illegal activities and does not assume responsibility for these.

SPORTFIVE's pages may contain links to other businesses' websites. SPORTFIVE is not responsible for the privacy practices or other activities of these service providers.





If the Customer notices any objectionable content on the Website, please report it to SPORTFIVE immediately. If SPORTFIVE finds the report to be justified during its good faith procedure, it is entitled to promptly delete or modify the information.

## 7.2. Copyrights and the Consequences of Their Violation

The entire website, including its graphical elements, text, articles written in blog posts, technical solutions, and service elements, is protected by copyright or other intellectual property rights. SPORTFIVE is the copyright holder or an authorized user of all content displayed during the provision of services available through the website, including any copyrighted works or other intellectual creations (including, but not limited to, all graphics, photos, and other materials, the layout and editing of the website interface, the software and other solutions used, ideas, and implementations).

The saving or printing of the content of the website, as well as certain parts of it, is only permitted for private use or with the prior written consent of SPORTFIVE.

In addition to the rights explicitly defined in the current Terms and Conditions, the use of the Website and no provision of the Terms and Conditions grants the Customer any right to use or exploit any commercial name or trademark appearing on the Website.

SPORTFIVE reserves all rights to every element of its service, particularly with regard to the domain name, the associated subdomains, all other domain names registered by SPORTFIVE, their subpages, as well as its online advertising spaces. Any activities aimed at listing, organizing, archiving, uploading (hacking), or reverse-engineering the source codes of the SPORTFIVE database are prohibited, unless SPORTFIVE has granted explicit written permission for such actions.

It is prohibited to modify, copy, place new data, or overwrite existing data in the SPORTFIVE database by circumventing the interface provided by SPORTFIVE or search engines, without a separate agreement or the use of a service designated for this purpose.

#### 7.3. Questions of liability, rights, and obligations related to the use and insurance of tickets.

The SPORTFIVE is obligated to provide the event as a service of appropriate quality. The tickets sold by SPORTFIVE/Partner are not responsible for the quality, execution, realization, or cancellation of the performance, as well as for the participation of artists or other performers and athletes at the event.

SPORTFIVE allows the sale of tickets exclusively for retail purposes through its website and official ticketing partners, directly to end users. It is strictly prohibited to purchase tickets for commercial or resale purposes through the ticketing partners. SPORTFIVE considers any customer behavior that suggests an intention to resell Tickets obtained from a purchase, influence the quantity and quality of available Tickets, or accumulate Tickets as a serious breach of contract. In such cases, it reserves the right to unilaterally terminate the contract arising from such transaction(s) even after the purchase has been made, with immediate effect, and will refund any participation fees paid to the Buyer – alongside the invalidation of the Tickets.









The list of official ticket vendors is available on the SPORTFIVE website, specifically on the event's subpage. Ticket vendors, resellers, ticket exchange services, and private sellers that are not listed on the event page do not qualify as official ticket vendors in relation to the given event.

Without the express and prior written permission of SPORTFIVE, it is prohibited to offer the Tickets in any promotional activity or any other type of lottery, nor may they be resold, transferred, used, or otherwise alienated in a manner that could lead a reasonably prudent person to conclude that either the Ticket transferor or the new holder has a sponsorship, support, or co-organizational agreement with the Event or with SPORTFIVE.

Tickets offered, sold, transferred, used, or alienated in violation of the current conditions will be canceled without prior notice to the holder; they will not entitle the holder to attend the Event, and any Visitor who has already entered the Event with such a Ticket will be removed from the Event venue.

SPORTFIVE reserves the right to withdraw specific seating areas from sale or use due to technical, safety, artistic, or other unforeseen circumstances, either before ticket sales begin, before the Event, or even during the Event itself, and to restrict access to these areas for Visitors. If tickets have already been sold for such a location or area and the necessity for closure becomes clear before the actual date of the Event, SPORTFIVE will notify the Purchaser through itself or the Partner and offer an alternative seat that corresponds to or is of a higher category than the original ticket location, from which the Event can be viewed. If the Buyer does not accept the alternative location, SPORTFIVE will compensate the Buyer by refunding the paid purchase price (along with the invalidation of the Tickets) or through another agreed-upon method.

For certain events, SPORTFIVE provides wristbands to visitors along with their tickets, which allow access to designated seating areas corresponding to the ticket (e.g., premium standing area, VIP area) for multiple entries. In such cases, both the wristband and the ticket must be presented together to grant the visitor access to the designated area and to stay there; however, it does not allow for multiple entries to the entire venue. SPORTFIVE provides a maximum of one (1) wristband per visitor, and it will not replace it in case of damage.

If the Visitor's relocation becomes necessary due to an unforeseen event, and this necessity is revealed during the organization of the Event at the Venue, SPORTFIVE will provide the Visitor with an appropriate alternative seat within the same category or a higher category through the on-site information service and the security service. SPORTFIVE is obligated to confirm the fact of belonging to the same or a higher category upon the Visitor's request. SPORTFIVE cannot be held liable for any perceived or actual grievances arising from relocation or upgrades during the Event at the Venue.

Some tickets may be for seats in the audience where the view of the offered production, stage, or playing area is limited or may be limited to a degree that depends on the production and the visitor. When purchasing such a ticket, the ticket buyer receives clear information about the limited nature of the seat, and the fact of limited visibility is also indicated on the ticket itself. There is no basis for complaints regarding limited visibility from such seats; SPORTFIVE will not refund the ticket price, will not provide compensation, and will not offer the possibility of a transfer.

SPORTFIVE reserves a limited number of designated seats for wheelchair users, depending on the venue's facilities, which can be accessed without obstacles by wheelchair visitors. These seats can be reserved with a special free wheelchair ticket that can be requested from SPORTFIVE or its partners. Furthermore,











SPORTFIVE requires that a permanent, dedicated companion be present for the wheelchair visitor for the entire duration of their stay at the venue. A ticket must be purchased for the wheelchair companion from the lowest price category available, which does not include any discounts. The application for a wheelchair ticket is subject to prior registration and the ticket itself is issued in the name of the individual, thus the general right to transfer the ticket freely does not apply, considering its special and free nature.

The late arrival of a Visitor to the Event may result in restrictions on their seating arrangements, as well as their movement in the audience during the Event, depending on the nature of the performance (e.g., classical music concerts or presentations that require a high level of concentration).

The Event is attended by each Visitor at their own risk. The Visitor is obliged to protect the venue, use it for its intended purpose, keep the environment clean, and use the provided tools, belongings, and space properly and with due care.

# 7.4. Program change, date and venue modification, the event is canceled.

A SPORTFIVE reserves the right to change the program, date, and location.

It does not qualify as a change in the program if, at the Event, other individuals who are not the main performers (e.g., changes in the members of the band not identified by the name of the performer, changes in the opening act, changes in the members of the performing teams, changes in the members of theater companies) perform, if the originally announced program, playlist of the Event changes, or if different program numbers are presented compared to what was originally announced. Generally, it does not qualify as a change in the program if the change is not of such a magnitude that, with prior knowledge of the change, the ticket purchasing intention of a large number of Customers could be questioned.

It does not constitute a date change if the Event takes place on the originally announced calendar day, but at a different time than originally announced (whether earlier or later).

In the case of an event where part or all of the event takes place outdoors and is exposed to weather conditions that may jeopardize the holding of the event or the safety of the attendees, SPORTFIVE has the option to announce a reserve event day, also known as a Rain Date, even before ticket sales begin. If a Rain Date has been announced and is indicated on the tickets, SPORTFIVE may decide at any time to hold the event on the Rain Date. SPORTFIVE will notify the customers of this decision via a SPORTFIVE announcement sent by email and posted on its website, which will also be communicated to the partners to ensure it reaches the customers. Holding the event on the Rain Date does not constitute a date change.

It does not qualify as a change of venue if the Event is held in different facilities, in either enclosed or open spaces, located at the same site with the same land registry number.

In the event of a program change, date, and venue modification, if it is reasonable to assume that the Customer would not have entered into the Contract (would not have purchased a ticket) had they known the new program, new date, and/or new venue, SPORTFIVE will provide the Customer with the option to withdraw from the contract (Ticket Refund) at the Customer's request. The Customers will be informed about the possibility of the Ticket Refund, its execution, and the identity of the person carrying out the execution simultaneously with the announcement of the program change, as well as the date and/or venue modification, through a communication from SPORTFIVE.











If the Event is canceled before it begins, SPORTFIVE will automatically refund the ticket fees from online card purchases to the Buyers. SPORTFIVE will inform the Buyers about the detailed rules and the information regarding the refund of tickets purchased through non-online card methods in a statement issued simultaneously with the cancellation notice.

If an outdoor event is held on the Rain Date based on the decision of SPORTFIVE, or if a Rain Date is not announced in advance, the event must still be considered as properly held in the event of cancellation, interruption, premature conclusion, or delayed start due to weather conditions, provided that:

- More than half of the event has been successfully held.
- The start of the event is delayed by less than fifty percent compared to the planned duration of the
- If the Event needs to be suspended for less than twenty-five percent of its planned duration.

In the event of the Event being suspended, SPORTFIVE will do everything possible to create conditions that are suitably protected from the weather for the safe waiting of Visitors; however, no guarantee can be provided for this. Any interruptions, postponements, or premature conclusions resulting from weather conditions should be regarded as if the Event had been canceled. In such cases, SPORTFIVE will inform Ticket Buyers via a statement regarding the possibility of holding the Event on a later date or its final cancellation.

If the contractual performance is delayed or interrupted due to circumstances that were unforeseeable at the time of contract conclusion (ticket purchase) and are outside the control of SPORTFIVE, and it was not foreseeable that the given circumstance could be avoided or eliminated (force majeure), then SPORTFIVE shall not be liable for the failure to perform the contract, and the contract shall terminate. Force majeure includes, but is not limited to, war, rebellion, unrest, epidemic, terrorist acts, strike, accident, fire, flood, severe energy supply disruption, destruction or unavailability of the venue, or any other unforeseeable and unavoidable obstacle that falls outside the scope of SPORTFIVE, and as a result, it is unable to fulfill any of its obligations or services in accordance with the contract.

The cancellation, deletion, interruption, or modification of the Event for any reason and at any stage of the Event means that the Customer/Visitor's only legal remedy and maximum compensation can be the actual fee paid. The Customer/Visitor acknowledges and accepts that there is a risk of cancellation, deletion, or postponement of the Event, which SPORTFIVE may not always have control over. All travel planning and arrangements, purchases—including but not limited to booking and purchasing airline tickets, train tickets, taxis, or other means of transportation, as well as accommodation bookings—are made at their own risk and expense. SPORTFIVE shall not be liable for or obligated to reimburse these costs even in the event that the Event is canceled, deleted, or postponed for any reason.

# 7.5. Getting to the event

Due to the nature of mass events, accessing the Event may take significantly more time than usual before it begins. In some cases, it is unavoidable that registering for entry or utilizing any services provided in connection with the Event may also involve considerable waiting in line. It is the Visitor's responsibility to ensure that they have sufficient time to approach the Event venue, gain entry to the Event, and take advantage of the services offered at the Event. Venues typically provide a very limited number of parking spaces for Visitors, so parking may also take considerably more time than usual, and in some cases, it may









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only be possible to park much farther away from the Venue than expected. SPORTFIVE shall not be liable for any inconveniences arising from any of the reasons listed here, for partial or complete absence from the Event, and generally for failure to attend the Event, including the return of the Ticket, refund of the paid fee, compensation, or any other form of reimbursement.

To attend the Event, the Visitor must possess a valid Ticket before entering the venue. The Visitor is required to present their Ticket for verification purposes to the authorized personnel upon entry, and upon request, throughout the duration of the Event while the Visitor remains on the premises.

The Visitor is required to keep the Ticket with them at all times and present it upon request for verification purposes while they are on the Event premises. The Visitor acknowledges and accepts that certain Tickets only entitle them to access specific areas within the Event grounds. The Ticket cannot be replaced by any other document, confirmation, invoice, receipt, screenshot, voucher, or promise.

SPORTFIVE is not responsible for lost, stolen, damaged, or unreadable Tickets, the unavailability of electronic Tickets, or the on-site replacement of Tickets. SPORTFIVE cannot be held liable for the impossibility of validating the Ticket and thus the failure to gain entry to the Event due to the Visitor's inability to present the Ticket, whether it is lost, stolen, damaged, unreadable, or inaccessible.

The Visitor assumes all risks associated with arriving at or departing from the Event. SPORTFIVE disclaims any responsibility for any resulting danger, risk, injury, or death.

#### 7.6. Access Control, Ticket Inspection

The validity of electronic Tickets without an analog, visible physical security mechanism is verified using SPORTFIVE electronic devices. The prerequisite for entering the Venue with such Tickets is that the Ticket must be electronically checked and deemed valid. Following the validation and successful entry, the electronic Ticket immediately becomes invalid. Any further attempts at validation will be unsuccessful and therefore invalid. Entry may be denied even to the original Purchaser of the Ticket if it has previously been electronically invalidated by someone else.

SPORTFIVE and the Visitor jointly accept the ticket validation results derived from the operation of the access control and electronic ticket checking system (Access Control System) operated in the Venue. If the Visitor deems that the malfunction of the Access Control System has invalidated their Ticket, resulting in SPORTFIVE denying them access to the Event, they may file a written complaint with SPORTFIVE's customer service, which is obliged to investigate and respond substantively as soon as possible, but no later than thirty days. Nevertheless, SPORTFIVE cannot be compelled to locate the specific validation result on-site, recalibrate the Access Control System, manually verify the data, or manually overturn the access result.

Access to the event is not permitted with an invalid ticket. Upon request from the visitor, SPORTFIVE will issue a certificate regarding the invalidity of the ticket for the visitor, which can be used later by the visitor to initiate legal or compensation proceedings. If it can be conclusively established at the venue that the invalid ticket is fraudulent and is the result of an attempt to replicate the security or visual solutions of valid tickets, SPORTFIVE will initiate police proceedings against the holder of the invalid ticket.

If this is not specifically stated on the Ticket, the Ticket entitles one Visitor to a single entry to the Event venue.





The ticket does not grant the Visitor access to areas and rooms that are closed off to the public under any circumstances.

By registering for entry to the Event, the Visitor accepts the content of the Regulations regarding the organization of the Event as binding for themselves and those under their supervision.

Certain tickets only grant access to specific user groups (child ticket, senior ticket, professional ticket, etc.). SPORTFIVE is entitled to verify through the security service whether the Visitor is eligible to use the special ticket. Access may be denied to a Visitor presenting a special ticket until the Visitor proves their eligibility for its use. In the event of exclusion for such reasons, the Visitor is not entitled to compensation.

During the entry process, SPORTFIVE, through the security service, may conduct a clothing search and bag inspection in addition to verifying the authenticity of the ticket. This inspection serves to ensure the safety of the event attendees. Entry may be denied as long as the visitor attempting to enter cannot present a valid ticket, or as long as the personnel conducting the entry process deny access to the visitor with appropriate justification.

Visitors holding a valid Ticket are entitled to occupy the seat indicated on their Ticket in the auditorium and to remain there, use the designated service facilities and equipment available to them, and take advantage of the services provided for the Event. Certain services may require a fee even with a valid Ticket (e.g., cloakroom).

A visitor holding a ticket for a specific seat may only occupy the seat indicated on the ticket—whether it is a chair, row of benches, table, or designated area. SPORTFIVE is not obligated to change the seat, and a visitor found in a location not specified on their ticket may be asked by SPORTFIVE to leave the area.

#### 7.7. Image and audio recording creation

The productions and performances presented during the Event may be protected by copyright and related rights, therefore, it is strictly prohibited to record images and sounds or to broadcast live, stream, or use any professional equipment (excluding mobile phones or other smart multifunctional devices) without the prior, explicit written permission of SPORTFIVE or the rights holders at any stage of the Event. Such actions may result in legal consequences under copyright and/or performer rights. If the Visitor does not cease the infringing activity despite being requested to do so, the venue's security personnel have the right to demand the deletion of any potentially recorded materials and to ask the Visitor to leave the Venue. For bans resulting from such reasons, SPORTFIVE cannot be held liable for damages or any compensation.

Recording can be made with a mobile phone or other amateur image and sound recording devices for private use, as long as it does not infringe on the personality rights of other individuals. However, the commercial sale or business use of such recordings is prohibited without the written permission of SPORTFIVE and/or the rights holder.

During the Event, audio and video recordings may be made with the permission of SPORTFIVE, in which the Visitors of the Event may appear as part of the audience. By entering the Event, Visitors give their irrevocable consent for SPORTFIVE, as well as any authorized users commissioned by SPORTFIVE, to display the Visitor's voice, image, or likeness (even in a recognizable form) as part of the recordings in live or





recorded audio or visual format. Visitors may not assert any claims for compensation or restrictions against either the Event or the authorized users of the produced materials.

#### 7.8. Tilalmak

It is prohibited to bring into the Hall, or for the organization of the Event, any objects, food, drinks, plastic bottles, umbrellas, any sharp or cutting tools, chains, drugs, explosives, or weapons that are dangerous to safety, and/or that disturb other Visitors, provoke outrage in them, or disrupt their carefree enjoyment, or that are suitable for causing such disturbances.

It is prohibited to bring bags or packages larger than A4 size into the Hall.

## Strictly prohibited

- Continuation of activities at the Event that disrupts or endangers the operation of the Event, the activities of the performing artist, performer, athlete, or organizing personnel;
- To throw objects onto the stage, performance area, or field, and illuminate them with a light signal or laser pointer;
- Smoking, starting a fire, or causing a fire in the audience area; possessing or operating pyrotechnic devices;
- Do not stop, sit down, or linger in stairways, hallways, escape routes, or emergency exits;
- Standing on the seats, jumping on them, disrupting the rows of chairs, stepping over them, sitting on the stairs;
- To modify, render unreadable, change, or remove the signs, sector/row/seat labels that assist the audience in orienting themselves;
- Demonstrating racist, hate-inciting behavior that is shocking to other visitors, degrading others as ideological, religious, or political expressions, and exhibiting offensive, hurtful, or insulting conduct.

The event areas are non-smoking areas, and smoking – including the use of tobacco-based e-cigarettes and vaporizer-type tobacco or tobacco substitute products – is strictly prohibited in these areas. If possible, SPORTFIVE provides designated outdoor smoking areas for visitors, where smoking is permitted.

It is prohibited to engage in activities that deviate from the purpose of the Event at the Event venue. In particular, advertising and/or sponsorship activities, recruitment, or any business or commercial activities without the permission of SPORTFIVE are strictly forbidden.

## 7.9. Removal and banning from the Visitor Hall

At this point, SPORTFIVE considers the visitor behavior listed as a serious breach of contract and will immediately remove any Visitor exhibiting such behavior from the Event. Depending on the severity of the incident, legal proceedings will be initiated against the perpetrator. SPORTFIVE cannot be held liable for any compensation or restitution resulting from such a ban.

If the Event has an age recommendation or specific age restrictions announced, SPORTFIVE does not recommend attendance for those under the age limit, may require the presence of an adult companion, and may also prohibit entry even with a valid ticket for those under the age limit. The Visitor is obliged to











acknowledge the age restrictions and/or prohibitions. If a minor attending the Event disrupts the audience's experience, the security staff has the right to ask the minor and their companion to leave.

In the event of an extraordinary situation, the Visitor is obliged to follow the instructions of SPORTFIVE, the operator of the Arena, the security service, and the relevant authorities, and to behave according to the provisions outlined in the venue's evacuation plan. Everyone is required to do everything reasonably expected of them to protect their own and others' lives and physical integrity, as well as the property of SPORTFIVE and others, the Arena, and its furnishings and equipment, and to avoid endangering them.

SPORTFIVE similarly excludes its own liability for Visitors under the age of 14 in cases where the risk, danger, injury, or death arises from the participation of a child under 14 years old in the Event without adult supervision.

The Visitor assumes all risks and dangers associated with participation in the Event, including any bodily injury, property damage, or loss. The Visitor acknowledges that SPORTFIVE cannot control the actions of third parties and that SPORTFIVE is not responsible for the actions or omissions of third parties, even if such actions or omissions otherwise violate the provisions set forth in the Regulations.

The provisions and measures of SPORTFIVE, as well as those of personnel acting on behalf of SPORTFIVE or under its authorization, including security services, collaborators, and assistants, are binding for the visitor.

### 7.10. Other

To ensure the safe execution of the Event and the continuous quick service of the Visitors, the available services and/or service facilities (such as entrance, cloakroom, restroom, buffet) may be divided among the groups of Visitors, and thus they may not be equally accessible to all Visitors, even if the Ticket otherwise allows the Visitor to stay in or pass through an area where the given service or service facility operates. SPORTFIVE is not responsible for lost, damaged, or destroyed valuables at the Event venue. In some Event venues, the Venue operator manages a cloakroom and/or a valuables storage service where these valuables can be placed.

SPORTFIVE reserves the right to deny entry to individuals whose behavior does not meet generally expected standards or to exclude them from the Venue at any time. Visitors who violate the participation conditions, seriously disregard the provisions of the Regulations, engage in disruptive behavior, ignore the instructions of the security staff, or grossly violate these instructions, as well as those who disturb the community experience in any way, may be asked to leave by the security staff. SPORTFIVE shall not be liable for any compensation or reimbursement for exclusions made on such grounds.

#### 8. UNILATERAL MODIFICATION OF THE GENERAL TERMS AND CONDITIONS, EXCLUSIONS

SPORTFIVE is entitled to unilaterally modify the current General Terms and Conditions with prior notification to the Customer on the Website. The modified provisions will become effective upon the first use of the Website following their entry into force, and they will only apply to orders and bookings placed after the modification. The amendment of the GTC does not have retroactive effect.

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