

# GENERAL TERMS AND CONDITIONS

*Effective from 1 March  
2019*

These General Terms and Conditions (hereinafter **GTC**) govern the general conditions pertaining to (i) the purchase of tickets, products, and services, as well as the rights and obligations arising from the legal relationship between Ostfest and the ticket purchasers; and to (ii) the attendance of visitors at any festival (hereinafter each referred to as **Event**, collectively referred to as **Events**) organised and staged by Ostfest BV (hereinafter **Ostfest**), as well as the rights and obligations arising from the legal relationship between Ostfest and visitors.

The provisions of Parts I and IV of these GTC are applicable in all cases to the purchase of tickets, products, and services to, moreover to attendance at, the Events, and the legal relationship between Ostfest and the ticket purchasers and visitors. Terms and conditions of the purchase of tickets, products, and services to the Events are governed by Part II of these GTC. Part III of these GTC governs the general rules of attendance of visitors at Events, moreover the rights and obligations arising from the legal relationship between Ostfest and visitors. If the ticket purchaser does not purchase an entry ticket to the Event, but other product or services, then Part III of the GTC shall not be applicable to this product or service, however, the special terms and conditions of the given product or service, incorporated in a separate document, shall be applicable.

## I. INTRODUCTORY PROVISIONS

### A. DETAILS OF OSTFEST

Full company name of Ostfest: Ostfest BV  
Registered office of Ostfest: KNSM-laan 87, 1019 LB, Amsterdam, Netherlands  
Company registration No. of Ostfest: 65370880  
Tax ID of Ostfest: NL856084700B01

### B. DEFINITIONS

1. **Ostfest**: the company defined in Section A.
2. **Event/Events**: any festival/festivals organised and staged by Ostfest, that is the totality of performing art – music, entertainment and cultural – programmes and

other free or for-payment Services provided by Ostfest in a given period in a certain area.

3. **Term of the Event:** the term of any given Event shall correspond to the time period between the commencement and the closing of the Event. Commencement of an Event shall correspond to the beginning of validity of the Ticket that authorises, out of all Tickets that can be purchased from Ostfest for this Event at the start of ticket sales, for the earliest entry for the given Event. Closing of an Event shall correspond to the end of validity of the Ticket that authorises, out of all Tickets that can be purchased from Ostfest for this Event at the start of ticket sales, for the longest stay at the given Event. Ostfest reserves the right to organise programmes or provide Services on an additional day, that is before or after the Term of the Event, as specified hereinbefore. Such additional days shall not be considered as an integral part of the Event, and may be visited only with a supplementary ticket.
4. **Product:** items and rights of pecuniary value which may be purchased from Ostfest, its Associates or other Contracted Partners in the framework of the Events, as well as any vouchers or other similar means which may be exchanged for them.
5. **Service:** any service which is made available by Ostfest or its Contracted Partners at, or related to, the Events either free of charge or for consideration.
6. **Ticket:** a bearer certificate issued in any (printed or electronic) form, verifying a claim for a wristband at the Event organised by Ostfest. Tickets are anonym and have a unique identifier.
7. **Wristband:** a certificate applied by Ostfest when validating a Ticket which provides entitlements identical to those included in the Ticket (day ticket, pass or – if Ostfest decides to sell such – minute-based ticket) and – provided that it is secured according to Section 2 of Part III – exclusively certifies that its bearer is entitled to visit the respective Event. Entitlements included in certain Tickets may be provided by more than one wristbands. Wristbands remain in the property of Ostfest until twenty-four hours after the closing of the Event.
8. **Check-in:** the online or on-site procedure during which a given Ticket is connected with a specific natural person.
9. **Consumer:** the Ticket Purchaser, the Visitor and, if different from them, another person holding a ticket, as defined in Section 8:1 paragraph (1) 3 of the Hungarian Civil Code. An Unauthorised Participant shall not be considered as a Consumer.
10. **Ticket Purchaser:** the person purchasing Ticket, Product, or Service from Ostfest.
11. **Visitor:** a natural person entitled to enter and participate in a specific Event.

- 12. Unauthorised Participant:** a natural person attending a respective Event without having a valid title for entry, including that person who exchanges for a wristband a Ticket that he/she acquired unlawfully or that third party who attends a respective Event with such a wristband.
- 13. Associate:** a subcontractor or agent of Ostfest who facilitates the organisation of the Event.
- 14. Contracted Partner:** an enterprise or other legal person performing independent activity at or in connection with a respective Event based on a contractual relationship with Ostfest, and not qualifying as an Associate.
- 15. Third Parties:** natural and legal persons other than Ostfest and the Consumer.
- 16. Visitor Policy:** documents applicable to the respective Events, partly providing a short summary of the provisions contained in these GTC, partly containing special mandatory provisions for each Event set forth with respect to the circumstances of the respective Event, including entry and conduct rules; they do not constitute an annex of the GTC and are available on the website of Ostfest and the sub-pages thereof, as well as on-site at the Events.
- 17. Payment Policy:** a document not constituting part of the GTC, governing the rights and obligations in respect of the use of cash-free payment methods issued based on a case by case decision by Ostfest for certain Events.

## **18.SCOPE OF THE GTC**

1. The personal scope of these GTC covers Ostfest, as well as the Consumers and Unauthorised Participants. The conditions of the legal relationship between Ostfest and the Associates and Contracted Partners are contained in separate contracts. For Visitors entering with a Ticket issued in a manner other than as a result of a ticket purchase transaction as per Section 2 of Part II of these GTC (including but not limited to artist, staff, guest, vendor and press tickets), other provisions may apply, over and above, or even deviating from, those written in these GTC, which are contained in separate documents issued by Ostfest.
2. The Consumer agrees that Ostfest is entitled to modify these GTC unilaterally for well- founded reasons. A well-founded reason is a change in a mandatory provision of any legal regulations relating to the legal relationship between the parties, or if the modification is supported by the requirement to conduct the Event in a safe and profitable manner at all times, by public safety or public health aspects, a development or change of ticket sales processes applied by Ostfest, or domestic or international economic conditions, market processes or by a change in festival visiting habits. If the GTC are modified, the modifications are marked in italics and underlined type face and deletions are marked with strikethrough for

comparison with the contents of the consolidated version of the most recent GTC. The modifications take effect immediately upon publication on the website operated by Ostfest and, if the modification affects the legal relationship under Part III (i.e. not exclusively the purchase process under Part II), the Ticket Purchaser, for fourteen days from this date, is entitled to terminate this legal relationship in writing without giving reasons, provided that he has not begun visiting the Event. The Ticket Purchaser does not have a termination right if the modification contains only provisions more favourable to Visitors or if he/she has already transferred the Ticket to a third party. In this latter case, only the ticket holder shall have the right of termination, with the exception if the modification contains only provisions more favourable to Visitors. With respect to this, Ostfest notes for the Consumer that the GTC – as well as the Visitor Policy of each Event, the Payment Policy, and the General Data Protection Regulation and its annexes which do not constitute part of these GTC – may be modified after ticket purchase, even immediately before the Event. Ostfest recommends that the Consumer should monitor the modifications of these GTC.

3. The Ticket Purchaser agrees by purchasing the Ticket, Product, or Service, the ticket holder  
– other than the Ticket Purchaser – agrees by obtaining the Ticket lawfully, and the Visitor – if he/she has not already been a ticket holder – agrees by starting the Check-in regulated in Section 2 of Part III hereof to be bound by these GTC. The Ticket Purchaser – and if further transfers occur, the further transferor – shall be required to inform the Visitor about this upon transferring the Ticket, and shall be responsible for any damage arising from omission of information.
4. The ticket holder who has not obtained his/her Ticket lawfully – including the case when the Ticket had not been obtained by any of the former ticket holders lawfully – agrees by starting the Check-in process regulated in Section 2 of Part III hereof, the Unauthorised Participant who has a wristband agrees by receiving the wristband, the Unauthorised Participant who does not have a wristband agrees by commencing unauthorised participation at the Event to be bound by the provisions and obligations set forth by these GTC. These persons acknowledge the fact that pursuant to these GTC they shall have no rights toward Ostfest, with respect to the circumstance that Ostfest does not enter into a contract with them and does not make any undertakings toward them.

## **1. TICKETS, PURCHASE**

### **1. Ticket**

The Ticket authorising participation at the respective Event is sold by Ostfest to the Ticket Purchaser, which legal relationship is completed by paying the consideration

for the Ticket and the transfer of the Ticket by Ostfest. Following this the Ticket Purchaser – if he/she remains in

the possession of the Ticket – or the actual ticket holder, who has obtained the Ticket via a chain of lawful transactions, shall be entitled to receive the wristband(s) from Ostfest pursuant to Section 2 of Part III.

## **1. Purchase process**

### **1. Purchase via electronic means**

The online ticket purchase methods are provided by Ostfest through its own online sales interface, or involving a specialised Contracted Partner through a secure online payment interface provided by a financial institution. In these systems reservation is not possible, but Ostfest is entitled to make exceptions in certain cases. After providing the necessary data, accepting these GTC and, if applicable, the separate terms and conditions pertaining to other Products or Services, and a successful bank transaction, Ostfest or its Contracted Partner sends an email to the email address provided by the Ticket Purchaser with a link/links through which the Ticket Purchaser may download his/her Ticket(s) and/or certification(s) pertaining to other Products or Services. If the Ticket Purchaser does not receive the Ticket(s) or certification(s) due to a technical problem, Ostfest, if notified by the Ticket Purchaser, shall send them again, free of any charge, to the given email address. Considering that the purchase is considered as completed and the Ticket and the certifications pertaining to other Products or Services are considered as delivered to the Ticket Purchaser when Ostfest sends this email, it is the Ticket Purchaser's sole responsibility to notify Ostfest in case he/she does not receive his/her Ticket or certification. If the Ticket Purchaser chooses to pay in instalments, then he/she receives her/his Ticket only after the payment of the final instalment.

A separate certificate (voucher and/or other individually identifiable electronic solution [for example QR code]) is assigned to each Ticket, Product, or Service purchased and so the Ticket Purchaser shall find one or more links per purchase on the download interface, depending on the number of Tickets, Products, and Services purchased. Each link leads to a different certificate (voucher and/or other individually identifiable electronic solution); therefore, if more than one Ticket, Product, or Service is ordered, all certificates must be presented. For each certificate (voucher and/or other individually identifiable electronic solution), Ostfest would only hand over one wristband, or, depending on the nature of the Ticket, Product, or Service, would only hand over one supplementary (for example, a VIP) wristband or Ticket at the Event location, except if no wristband or additional wristband is necessary for the use of the given Product or Service.

The Visitor is responsible for retaining the certificate (voucher and/or other individually identifiable electronic solution) and for presenting it when entering to the Event in a form communicated by Ostfest in the course of the ticket purchase.

Ostfest hereby expressly draws attention to the fact that the Tickets (vouchers and/or other individually identifiable electronic solutions) are bearer tickets until the performance of the Check-in specified in Section 2 of Part III, and remain unassigned until the completion of such

Check-in, that is, the given Ticket, Product or Service is not connected with a specific person until the Check-in. Despite the foregoing, in order to comply with accounting regulations and for transaction security reasons, in line with the provisions of the General Data Protection Regulation and its annexes, Ostfest preserves the data of the Ticket Purchaser which shall be linked in Ostfest's database to the Tickets, Products, and Services purchased, moreover, these may be forwarded, pursuant to the General Data Protection Regulation and its annexes, to the Associate or Contracted Partner providing the Product or Service in question.

Contrary to those written hereinbefore, if it is required to verify the right to a certain type of Ticket, Product, or Service, then a specific person may be connected with the given Ticket, Product, or Service, even before the Check-in. Certain tickets issued in a way other than as a result of a purchase transaction may be connected with specific Visitors, subject to the contracts under which they are issued.

Further information about the detailed conditions applicable to online purchase is provided by Ostfest, its Associate or Contracted Partner on the online purchase interfaces, especially in respect of the following topics: concluding a contract online, payment and performance methods, invoicing and data processing. Ostfest hereby draws attention to the fact that such a Contracted Partner may, as the case may be, use its own general terms and conditions, which, however, does not affect the scope of these GTC.

Ostfest reserves the right to charge an administration fee per item for the online service.

#### 1. Ticket purchase in person

The Ticket Purchaser may receive the certifications pertaining to Ticket(s), Product(s), and Service(s) at the sales points operated by Ostfest or its Contracted Partner in office hours, upon simultaneous payment of their price using the payment methods indicated at such sales points. Ostfest reserves the right to charge an administration fee per item during the purchase.

#### 1. The transfer of Tickets, Products, and Services

Tickets, as well as Products and Services sold by Ostfest may be transferred freely until the Check-in as per Section 2 of Part III has been made, while Products and Services offered not by Ostfest itself, but by its Associates and Contracted Partners may be transferred pursuant to the decision of these Associates and Contracted

Partners. In the case of transfer, the transferor must secure that the person acquiring the Ticket, Product, or Service from him/her accepts Ostfest's GTC and the relevant, separate terms and conditions, and he/she is responsible for any damage arising from omission of this information. The person acquiring the Ticket, Product, or Service is aware of the fact that the transferor of the Ticket – or in the case of multiple transfers, all previous transferors – had access to the certificate (voucher or other individually identifiable electronic solution) required to exchange the Ticket for a wristband, or to the certification required to use the Product or Service. It is the responsibility of the person acquiring the Ticket, Product, or Service to make sure that the transferor would not use this certificate in the future.

As the conditions of the transfer transaction are set forth by the transferor and the person acquiring the Ticket, Product, or Service between themselves, their legal relationship – including liability for misuse – shall exclusively be governed by their agreement. As it shall be no party to this legal relationship, Ostfest explicitly excludes all liability for the transfer, including liability for any misuse of transfer (especially for an earlier, unauthorised entry with the code of the Ticket), and draws attention to the fact that it shall not issue, even in the case of misuse, a new wristband or new Ticket to the person acquiring the Ticket, Product, or Service.

If the Check-in described in Section 2 of Part III is performed online, the relevant Ticket may only be transferred if the person performing the online Check-in has cancelled the Check-in, provided that the Ticket has not yet been exchanged for a wristband.

## **1. Replacement, exchange and refund of tickets**

The purchase process may be cancelled at any time before payment is effected without any consequences. Following this – or in case of paying in instalments under Section II/4, following the payment of the final instalment – based on Section 29 paragraph (1) I) of Government Decree 45/2014. (II. 26.) the Ticket Purchaser is not entitled to cancel the purchase service. Ostfest excludes the exchange, replacement or refund of the Tickets, Products, and Services or the reimbursement of their purchase value in any other ways, except in special cases as determined by Ostfest on a case by case basis for certain Events, and the exchange of Tickets to VIP Tickets for appropriate simultaneous extra payment.

## **1. Paying in instalments**

Ostfest may make it possible to pay the purchase price of certain Tickets in instalments. If the Ticket Purchaser chooses to pay in instalments, then he/she shall only settle the first instalment during the purchase transaction, and his/her bank card shall be debited by further instalments at times indicated by Ostfest prior to ticket purchase. Ostfest shall only make the Ticket downloadable upon the payment of all the instalments. Following the payment of the first, but before the payment of the final instalment, the Ticket Purchaser may cancel the purchase by sending an email to

[ticket@Ostfestfestival.com](mailto:ticket@Ostfestfestival.com), in which case the Ticket Purchaser shall forfeit the amount of the first instalment as retention money under Section 6:213 paragraph (2) of the Hungarian Civil Code. If any of the instalments cannot be debited on the Ticket Purchaser's bank card when it is due, then Ostfest informs him/her in email, and tries to debit his/her bank card three days later. If the second attempt is also unsuccessful, and the Ticket Purchaser also fails to pay the due amount of the instalment by transferring it to the bank account communicated by Ostfest to the Ticket Purchaser by email, then Ostfest informs him/her again in email, and tries to debit his/her bank card a further three days later. After the third unsuccessful attempt (if the Ticket Purchaser also fails to pay the due amount of the instalment by transferring it to the bank account communicated by Ostfest to the Ticket Purchaser by email) Ostfest may cancel the purchase transaction by sending an email to the address given at the purchase, in which case Ostfest may retain the first instalment as liquidated damages under Section 6:186 of the Hungarian Civil Code. With regard to the fact that the Events have limited

capacity, and, therefore, the total number of tickets that Ostfest can offer for sale is also limited, on the other hand Ostfest has reserved capacity to the Ticket Purchaser, the amount of the retention money and the liquidated damages are accepted by the Ticket Purchaser as proportional. In case of a lawful cancellation from either Ostfest's or the Ticket Purchaser's side, Ostfest shall refund the purchase price paid by the Ticket Purchaser, reduced by the amount of the first instalment and the handling fee set out at the time of purchase, within twenty working days to the Ticket Purchaser's bank card, or if this is not possible due to any reason (e.g. the expiry of the bank card), then to the bank account designated in email by the Ticket Purchaser.

## **1. Warranties and liabilities**

1. Consumers expressly acknowledge that Products and Services may also be purchased in connection with the Events that are provided by other Contracted Partners and not by Ostfest or its Associates. In such cases, the contract is concluded directly between the Consumer and the Contracted Partner, and the rights and obligations arising from the legal relationship apply solely to the Consumer and the Contracted Partner. Consumers expressly acknowledge that they may not make any claim against Ostfest with regard to such Products and Services or in connection with the contract for such Products and Services. Ostfest also states generally that it does not bear any liability in connection with Products and Services provided by Contracted Partners. Visitors may use Services and Products provided by Contracted Partners solely at their own risk. Ostfest does not assume any liability for damage arising from or suffered in connection with purchasing or use of Services and Products provided by Contracted Partners.
1. The Consumer states that the data that it has provided as being correct will be provided correctly when making purchases and on any other occasion when required for use of the Services. Ostfest does not bear liability for damage

resulting from incorrect or non-functioning data, email addresses or delivery addresses being provided, and may demand compensation for damage arising in this regard.

1. The Consumer acknowledges that Ostfest does not bear liability for any damage or abuse arising during or as a consequence of any payment method, including if the Consumer has not reported the loss of a bank card to the bank issuing the bank card. Ostfest in particular does not bear liability for the errors, failings or security of the payment method used. In the case of bank transfers, Ostfest is not liable for the time taken for the transfer to be processed (with particular regard to banking holidays), or for damage arising from incorrect provision of the payee identifier or the transfer amount.
1. Pursuant to these GTC and Section 6:22 paragraph (3) of the Hungarian Civil Code, claims arising from the legal relationship between Ostfest and the Consumer may only be enforced within a six-months limitation period.

### **III. ATTENDANCE AT THE EVENTS**

#### **1 Nature of the legal relationship**

Ostfest provides the Visitor with the opportunity to participate, pursuant to the terms set forth in Part III of the GTC, in a given Event. No refund shall be given if the Ticket Purchaser or the person – other than the Ticket Purchaser – being lawfully in the possession of the Ticket or the wristband does not want to, or cannot, attend the Event due to any reason, or if the Visitor leaves the Event before the time until he/she would have been entitled to attend the Event. The Unauthorised Participant shall not be entitled to participate in the Event.

A given Event – in accordance with the provisions of Section B/2 of Part I – is constituted by the totality of the programmes and the Services provided by Ostfest, and the contents and quantity of programmes and Services available at the Events is developed by Ostfest as organiser and stage-manager in accordance with the practice of previous years. Considering that Ostfest provides the programmes and Services in cooperation with numerous Associates and depending on the performance of such Associates, Ostfest shall not guarantee for the Visitor the availability, content, quality and quantity thereof (such as the performance of a certain artist, that the performance of a certain artist shall be according to the Visitor's expectations, or the opportunity to participate in a specific programme and/or at a specific venue), which however takes shape depending on the special characteristics of the venue and the equipments therein (like the holding capacity of a given venue). Nevertheless, at all times Ostfest uses all efforts to provide the programmes and Services communicated beforehand, and if provision becomes impossible, to substitute another programme or Service for the cancelled programme or Service communicated beforehand. The Visitor acknowledges that the VIP parts are not continuously open, their opening and

closing times may be determined by Ostfest unilaterally depending on the number of people interested, and so the VIP wristbands entitle to entry and stay depending on the actual opening hours of the VIP parts, that is, their validity period may differ from the validity period of the Ticket for the given day.

## **2 Check-in, wristband**

After the exchange of the Ticket for a wristband, the wristband incorporates the rights and obligations provided by the Ticket.

Wristbands are handed over by Ostfest at the respective Event location to the person who has successfully performed the Check-in process for the given Ticket. During the Check-in process, a given Ticket is connected with a specific natural person, and Ostfest will not issue the wristband to anyone else than this person.

Check-in may be performed at the Event location, in which case Ostfest connects the Ticket with a specific natural person during the entry procedure. In the course of this, Ostfest shall require the verification of personal identity by a personal identification document containing a photograph of the document-holder, moreover, Ostfest shall read, record, store, and process the data of the personal identification document pursuant to the General Data Protection Regulation and its annexes.

For Tickets purchased online, the ticket holder shall be obliged to perform the Check-in in advance online. During that, the ticket holder connects the Ticket with a specific natural person, and it is the ticket holder who provides the personal data requested by Ostfest, whilst Ostfest, on the other hand, shall record, store and process these data in accordance with its General Data Protection Regulation and the annexes thereof. The ticket holder shall be entitled to perform the Check-in in advance online for Tickets purchased in person as well. The performance of the online Check-in will become possible in 2019. Ostfest will inform online Ticket Purchasers of the availability of the Check-in in a separate email, and will also publish a notice on its website.

The person who first presents the code given in the certificate (in the voucher or in the other individually identifiable electronic solution) related to the given Ticket at the Event location, or first uses it for online Check-in, shall be entitled to perform the Check-in.

If the person intending to enter the Event refuses to comply with the Check-in procedure described in the previous part of this Section, Ostfest shall be entitled to invalidate the Ticket without any obligation to refund the purchase price, and may refuse to exchange the Ticket for a wristband as well as to allow entry to the Event. Ostfest hereby draws attention to the fact that it may request the presentation of the Ticket at any time while exchanging the Ticket for a wristband and, therefore, even in the case of online Check-in, it is important that the ticket holder keeps the Ticket safe.

If the ticket holder has performed the Check-in online, he/she shall be obliged to verify his/her identity by a personal identification document when exchanging the Ticket for a wristband. If, for a Ticket purchased online, the ticket holder does not perform the online Check-in in advance, he/she will have the opportunity to do so on the spot at the designated ticket redemption points only, in which case entry may take a longer time.

Ostfest shall be entitled, pursuant to its discretion, to temporarily or finally suspend the application of the procedures written in this Section.

In case of a misuse of the certificate (for instance an earlier, unauthorised Check-in or entry with the code) Ostfest shall not issue a new wristband or new Ticket. Considering this it shall be the Ticket Purchaser's or the subsequent ticket holder's sole obligation and responsibility to safeguard the certificate (voucher or other individually identifiable electronic solution) diligently, in a way to avoid access for unauthorised persons. Ostfest excludes its liability for all and any misuse.

The Ticket shall only entitle its holder for a wristband if he/she – and in the case of multiple transfers, all previous ticket holders – has acquired it lawfully. In case suspicion arises during entry for the Event that the ticket holder – or in the case of multiple transfers, any of the previous ticket holders – may have acquired his/her Ticket unlawfully (including via, but not limited to, a credit card fraud) Ostfest explicitly reserves the right to demand from the ticket holder documents and/or certificates verifying the lawful acquisition or purchase of the Ticket, to judge the sufficiency of these at its own discretion, and in the lack of a satisfactory document or certificate to invalidate the Ticket without any obligation to refund the purchase price, and refuse entry for the Event.

Ostfest reserves the right to apply RFID wristbands, in which case the rights attached to the wristband shall be exercised – and also the existence of such rights shall be checked – via RFID technology.

As a general rule, wristbands worn on the wrist entitle the Visitor to remain in the area of the Event; if necessary and approved by Ostfest, however, the wristband may be worn on another limb provided that the wristband cannot be removed without damaging it. Compliance with this is inspected by Ostfest and its Associates at the entrance, at the exit and continuously in the area of the Event. The Visitor bears full liability for any damage to or loss of the wristband (including any damage to or loss of the RID chip integrated therein); therefore, upon the occurrence of such an event, the Visitor loses his/her rights provided by an intact wristband, and is required to leave the area of the Event. Damaged wristbands – those re-sealed or severed, whose fastener has been opened, whose diameter exceeds that of the wearer's fist or which have been tampered with in any way, whose RFID chip is damaged or missing, etc. – are invalid. Ostfest will not replace or exchange damaged or lost wristbands.

Furthermore, Ostfest reserves the right to inspect on the spot the legal title of the holders of wristbands. Those inspected must cooperate with Ostfest and hand over the information required.

### **3 Entry**

1. Entry to the Events is only possible at the designated places and time periods, exclusively by authorised persons.
1. Upon entry, Visitors and Unauthorised Participants subject themselves to the lawful entry procedure applied to the given Event. Ostfest shall be entitled to record the image of the Visitor and that of the Unauthorised Participant and to store, manage and hand it over to authorities – if requested so by them – in order to prevent unlawful entry and to identify the person responsible for such unlawful conduct.
1. For ensuring the safe conduct of Events, Ostfest reserves the right to restrict in the Visitor Policy of the Event, or at the Event site, the scope of objects or equipment which may be taken in to the area of the Events. Food, drinks and tobacco products may only be taken in to the area of the Events to the extent allowed by legal regulations and the Visitor Policy of the respective Event. Ostfest recommends Visitors to check the Visitor Policy.
1. Entry in a vehicle to the area of Events is not permitted without a permit issued by Ostfest. Those holding a vehicle entry permit are also obliged to follow all traffic rules and regulations at Events. Ostfest recommends using forms of public transport and other organized services to access the Events.
1. Children under the age of six (6) may visit the Event free of charge. Children under the age of twelve (12) may only enter, and stay at, the Events if accompanied by an adult in full possession of their faculties. The adult shall be liable for the children he/she escorts and for remaining in a condition that enables to perform his/her duties responsibly. An adult may only be accompanied by no more than five children. During the entry process, Ostfest shall be entitled to mutually connect the data of the child wristbands or the wristbands worn by children under the age of fourteen (14) with the Wristband worn by the adult escorting these children.
1. Assistance dogs, guide dogs and police dogs as defined in the legal regulations may be brought into the area of the Event, with the reservation that, for the entry of other pets, rules may be set forth in the Visitor Policies of each Event. Ostfest recommends Visitors to check the Visitor Policy.

#### **1. Rules of conduct on the sites of the Events**

1. Visitors are required to abide by general norms and in accordance with relevant legal regulations, the GTC and with the given Visitor Policy on the sites of the Events. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights. Visitors are required to pay special attention to the protection of natural resources on the sites of the Events and must refrain from harming these natural resources. It is prohibited for Visitors to enter the closed areas accessible from the Event site. The Visitor acknowledges the fact that camping sites used by Tickets purchased from Ostfest are part of the Event site, therefore the provisions of these GTC and the Visitor Policy of the given Event shall also regulate the rules of entry and conduct at these sites.
  
1. Visitors acknowledge that Ostfest, its Contracted Partners as authorised by Ostfest, Associates, members of the press, other Visitors and other Third Parties may produce sound and image recordings of the Events. Accordingly, all Visitors, by virtue of their participation at the Events, give express permission to the recording and publication of their image, likeness and actions. Visitors, however, may only be named in such recordings with their express permission. Visitors considered public figures may be named without their permission. The person making recordings according to the above rules shall gain transferrable and exclusive usage rights that are unrestricted in time, geographical location and form of usage with regard to the recordings of Visitors. Ostfest and persons authorised by Ostfest are – without Ostfest having to provide any consideration to Visitors for that – entitled without restriction to make profit from, use (especially for the purpose of promoting the Events), reproduce, publish, adapt, make public, broadcast to the public and distribute such recordings of Visitors, including the case if Ostfest utilises or uses recordings made by other Visitor(s) of the Visitor. Visitors expressly acknowledge that Ostfest may record the Events, concerts and programmes, may reproduce the recordings and distribute them on image-bearing media, may broadcast them or otherwise make them public and may do so repeatedly, including making the Events, concerts and programmes available to the public by wire or by any other means (for example, through YouTube), such that members of the public can individually select the place and time of access. Visitors are not entitled to make any claim against Ostfest concerning recordings and their publication as set out above. Visitors are entitled to make sound and image recordings at the Events, but may only make sound and image recordings with a sound and image recorder integrated into a telecommunication device used for personal aims (for example a mobile phone or a tablet) or otherwise with a non-professional equipment, moreover, visitors may not sell, use for consideration or use for commercial purposes without consideration image and voice recordings that they have made, name Visitors featuring in such recordings without their consent, or violate the personal rights of such Visitors. Ostfest is expressly not liable for other Visitors violating the above rules.

1. Any form of economic, commercial or advertising activity on the sites of the Events – including the area in front of the gates of the Event – without the prior written permission of Ostfest is prohibited.
  
1. No alcoholic beverages may be served to minors under the age of eighteen and to intoxicated individuals by any vendor at the Events. The use of substances qualifying as banned drugs pursuant to the laws in effect is prohibited in the area of the Event and is punishable by law. Ostfest reserves the right to introduce a system at any given Event by which alcohol may only be served to Visitors if the given Visitor shows certification, provided following prior or first identification, that they are entitled to be served alcohol (e.g. a wristband).
  
1. Given that the aim of the Event is to provide Visitors with civilised and undisturbed entertainment, demonstrations of any kind not related to events organised by Ostfest, regardless of the number of participants, are prohibited. Nevertheless, Ostfest reserves the right to permit certain demonstrations at its sole discretion based on prior request by the organiser of the demonstration. In such cases the participants are obliged to comply with these General Terms and Conditions and otherwise conduct themselves in a manner that does not disturb, impede, restrict or render impossible the entertainment of other Visitors, the ability to move around the Events area, access to the Events area or the ability to exit the Events area, and the use of Services and/or Products by other Visitors. Ostfest is entitled to end demonstrations that it has not expressly authorised without giving a reason. Ostfest also reserves the right to end demonstrations that it has authorised pursuant to the above without giving a reason. Ostfest is entitled to set out conditions pertaining to demonstrations, in particular the number of participants, location and duration, at its exclusive discretion. If Ostfest declares the end of a given demonstration, the participants are obliged to immediately stop the demonstration. If Ostfest sets out conditions for a demonstration that it has authorised or recognised as described above, the participants are obliged to comply fully with these conditions.

## **2. Rules of conduct outside the sites of the Events**

Visitors are obliged to conduct themselves in a civilised manner and abide by general norms, in accordance with the relevant laws, outside the sites of the Events and on the route there and back. Visitors are required to refrain from all actions, statements or behaviour which endanger the life, health or physical well-being of others or which may violate others' personal rights, with particular regard to other Visitors and Third Parties who are local residents.

### **1. Lost items**

The Visitor Policies for the individual Events set out the rules applying to lost items. Ostfest recommends Visitors to check the Visitor Policy.

## **1. Safety**

On the sites of the Events, Ostfest's suitably qualified and authorised employees or Associates will ensure enforcement of the rules of conduct and safety. Visitors expressly undertake, by virtue of their participation in the given Event, that they will fully cooperate with these Associates within the bounds of the law and will follow their instructions in the event of an emergency or if other important circumstances (for example reasons of public health) justify it.

### **1. First aid and medical care**

First aid and medical care will be provided on the sites of the Events if the Event has more than 500 visitors. In case the Event has less than 500 visitors there will be no medical care provided at the Event but assistance will be present and direct contact with local medical care will be communicated. The wristband does not entitle Visitors to use of these services; visitors are entitled to use these only if they provide suitable social security, health insurance or travel insurance cover, or if they cover the costs of these services themselves.

### **1. Provision of Services and sale of Products**

Both Services and Products that are free of charge and those for which payment is required may be used at the Events. Visitors undertake to pay for all Services and Products for which payment is required, and assume liability for paying all due purchase prices and fees promptly.

Visitors shall make payments for Products and Services for which payment is required using the payment methods offered by Ostfest, its Associates or Contracted Partners. If Ostfest so decides with regard to any Event, on the site of the given Event all purchase prices and fees will be payable exclusively by the means designated by Ostfest and set out in the Payment Policy, instead of by cash. In that event, Visitors may only purchase Products and Services for which payment is required if they have accepted the relevant Payment Policy. The Payment Policy shall be available at Ostfest's website and on the site of the Event not later than on the day preceding the commencement of the first Event concerned.

### **1. Visitor Policies**

The Visitor Policies of the individual Events do not constitute an annex of these General Terms and Conditions. The Visitor Policies summarise the key information concerning the given Event (name, location, duration, getting there etc.) and the main rules of conduct pertaining to the Event, as also set out partially in the General Terms and Conditions. Ostfest draws attention to the fact that the Visitor Policies may be amended without prior notice, including immediately prior to the given Event, so

Ostfest recommends that Visitors monitor the Visitor Policies. The effective Visitor Policies may be viewed on the Ostfest website and its sub-pages, as well as on the sites of the Events.

## **1. Warranties and liability**

1. Ostfest warrants that Visitors can enter the given Event with the wristband provided in exchange for the relevant, lawfully-acquired Ticket, but Ostfest does not undertake any warranty with regard to how long the entry process (that is, the exchange of the Ticket for a wristband and entering the Event with the wristband) shall take, in view of the large number of visitors. As is generally known, the Event consists of a collection of events, so, in view of the large number of visitors, the above warranty does not extend to the individual events, for example to whether it is possible to enter the individual events, how long it takes to enter and the quality of enjoyment, and Ostfest explicitly excludes to refund to the Visitor the price of his/her Ticket, or to give a subsequent discount, or to pay to damages, indemnification or compensation of whatever kind. Within the Events, Ostfest is entitled to unilaterally change the times of individual events (that is, Ostfest expressly reserves the right to change the programme), but the times of events will not necessarily be changed in the event of bad weather conditions. Considering that there is no contractual relationship between Ostfest and the Unauthorised Participant, Ostfest explicitly excludes all liability toward the Unauthorised Participant for contractual breach and for all claims that a Consumer may enforce.
1. Ostfest reserves the right to modify, restructure and further develop the Events, and the Services and Products provided at the Events, according to its discretion, as required. Visitors are not entitled to make any claims against Ostfest with regard to such modifications, restructuring or further developments.
1. In the event of lawful cancellation by Ostfest, visitors are not entitled to make any claim against Ostfest.
1. Visitors may only enter the Event at their own risk. Ostfest shall be liable solely for intentional breaches of contract imputable to it and breaches of contract damaging human life, physical well-being or health, if such damages are caused by Ostfest, and excludes any liability beyond the explicit statutory rights of the Consumer with regard to any other damage event, including those damaging human life, physical well-being or health or damaging property. The price of the Ticket has been determined with consideration to the exclusions of liability set out above. If Ostfest operates a storage facility for luggage or valuables, then it will be liable for items placed there, with the exception of items excluded in the given Visitor Policies, according to the rules and up to the limits specified in the given Visitor Policies. Ostfest bears no liability with regard

to items placed in the designated parking areas, in particular motor vehicles parked there and items in such vehicles.

1. After the Ticket Purchaser has been given the ticket, or the Visitor has been given the wristband, Ostfest may not be held liable for damage to or destruction of the Ticket or wristband. Visitors are not entitled to make any claim against Ostfest on the grounds of procedures used with regard to damaged or lost wristbands.
1. Visitors and Unauthorised Participants are fully liable under both civil and criminal law for any damage caused by them, the children escorted by them, or their pets in the framework of the Event or in connection with the Event to Ostfest, its Associates and Contracted Partners, other Visitors and Third Persons.
1. Ostfest is not liable for any damage caused by the unlawful activities or omissions of any Visitor, Unauthorised Participant, pet or Third Person to any Visitor to Ostfest, Unauthorised Participant, or Third Person. The Visitor acknowledges the fact that there may be ownerless or wild animals in the Event area which may put the Visitor's life, physical integrity or health in risk. Ostfest excludes its liability for damages caused by such ownerless or wild animals.
1. Ostfest is not liable for any damage events that may occur outside the Event or on the way there and back, since Ostfest may solely be held liable for damage events occurring on the sites of the Events, providing the conditions for its liability set out in these General Terms and Conditions are met.
1. Since deconstruction works shall commence, without delay, at the closing time of the Event, the Visitor may only stay at the Event site following this time at his/her own responsibility. If any Products or Services are available for the Visitor following the closing time of the Event, then, following this time, the Visitor may only purchase or use these at his/her own responsibility.
1. Ostfest is not able to provide a place for Visitors to leave pets, equipment, drinks, food and tobacco products that may not be taken onto the sites of the Events, unless such a possibility is provided at a given Event, according to its Visitor Policy. However, Ostfest shall not be liable for such items even in the latter case.

#### **IV. GENERAL AND CLOSING PROVISIONS**

##### **1. Penalties**

1. Ostfest is entitled to terminate the legal relationship with regard to the given Event or all those Events for which the Consumer has a Ticket or wristband with immediate effect if the

Consumer has breached any provision of these General Terms and Conditions in connection with the legal relationship pertaining to any Event. In such case, Ostfest may invalidate the Consumer's Ticket or remove his/her wristband, and the Consumer shall be obliged to leave the Event. The Unauthorised Participant is not allowed to participate and must leave the Event without delay.

1. Ostfest is entitled to impose a partial ban (applying to the given Event or certain Events) or full ban (applying to all Events organised by Ostfest) on the Consumer or Unauthorised Participant concerned for a specified term (until the end of the given Event or for a longer specified period) in addition to or in place of immediate termination of the contract. Following expiry of the ban, Ostfest is entitled to make attendance of the Events subject to individual conditions. If the Consumer visits an Event during the term of the ban or if, after the expiry of such ban, violates the individual conditions imposed by Ostfest, then he/she shall be obliged to leave the Event without delay.
1. Ostfest will report ticket forgers, persons participating in forgery, and persons committing other crimes to the relevant authorities.

## **1. Trademarks and copyright**

1. The trademarks, logos, and other information and materials on the websites of Ostfest, in online and offline media and featuring at the Events are the sole property of Ostfest, its Associates and its Contracted Partners. Visitors and third persons may not use, copy, distribute or publish such markings in any form for the purpose of generating revenue without the express and prior written permission of Ostfest, its Associates and its Contracted Partners.
1. Trademarks, logos, other information and materials are subject to industrial property rights and copyright, and the rights to these are held by Ostfest, its Associates and its Contracted Partners.
1. Ostfest shall acquire unrestricted and exclusive usage rights with regard to comments, remarks, proposals and ideas communicated to Ostfest, its Associates and Contracted Partners by Consumers in relation to the Events and in the course of the Events. Ostfest shall gain exclusive ownership of all such remarks, and may not be restricted in using them in any way.

Ostfest is entitled without restriction to utilise, use, reproduce, publish, adapt, make public, broadcast to the public and distribute such comments without having to provide any consideration for doing so.

## **1. Force Majeure**

If Ostfest is not able to satisfy any of its contractual obligations as a result of a war, revolt, act of terrorism or threat of such, strike, a movement qualifying as a strike, an import or export embargo, accident, fire, blockade, flooding, earthquake, natural disaster, severe storm, severe

energy supply interruption, severe transport disturbance/obstruction, epidemic, authority or military provision, order or act, or any other disturbance that cannot be foreseen and cannot be averted and that is beyond the control of Ostfest, then Ostfest shall not be liable toward the Customer for any loss or damage arising as a consequence of such events. This force majeure provision shall be applicable accordingly to the given Event as a whole, and to particular programmes or Services of the given Event.

## **1. Differing rules for free events**

Part II, Section 11.5 of Part III, and Section 1 of Part IV of these GTC do not apply to free Events organised by Ostfest, while Sections C/3 and C/4 of Part I, and other sections of Part III shall be applicable with the relevant deviations arising from the Events being free of charge.

## **1. Closing provisions**

1. Ostfest is entitled to use subcontractors and Associates.
1. Ostfest is a company registered in Hungary and with its head office in Hungary. These General Terms and Conditions are governed by Hungarian law, without regard to possible conflict of laws.
1. The chapter headings are designed for easier orientation, but shall not be used for the purposes of interpretation.
1. Ostfest and the Consumer agree that the District Court of Budapest Districts II and III and the Székesfehérvár Court shall have sole jurisdiction with regard to any legal dispute concerning these General Terms and Conditions, the Events or Services and Products provided by Ostfest, without regard to possible conflict of laws.
1. The staff of the information tent and public relations office will receive visitor questions, comments, complaints and ideas connected to the Events, food & drink, organisation of the Events or any other topic at the sites of the Events on behalf of Ostfest. Other contact details will be provided on the [thegreatyonder.eu](http://thegreatyonder.eu) website and its sub-pages.

Amsterdam, 1 March 2019