

GENERAL TERMS AND CONDITIONS

Effective: from June 15, 2017

These General Terms and Conditions (hereinafter **GTC**) govern the general conditions of purchases made at the “Sziget City” webshop operated by **FESTIVAL TRAVEL INTERNATIONAL Limited Liability Company** (hereinafter **Festival Travel**) on the website szigetcity.com, as well as the rights and obligations arising from the legal relationship between Festival Travel and the purchasers.

The provisions of this GTC are applicable in all cases to the legal relationship between Festival Travel and the purchasers.

Festival Travel informs the Purchaser that the GTC as amended from time to time is available and may be printed from the szigetcity.com website and its sub-pages, and is also available at the registered office of Festival Travel (48 Soroksári út, 1095 Budapest, Hungary).

I. DETAILS OF FESTIVAL TRAVEL

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| 1. Full company name of Festival Travel: | FESTIVAL TRAVEL Limited Liability Company |
| 2. Registered office of Festival Travel: | 48 Soroksári út, 1095 Budapest, Hungary |
| 3. Registration authority for Festival Travel: | Budapest Metropolitan Court as Court of Registration |
| 4. Company registration number of Festival Travel: | 01-09-991628 |
| 5. Tax ID of Festival Travel: | HU24125262 |

II. DEFINITIONS

- 1. Festival Travel:** the company defined in section I.
- 2. Webshop:** the “Sziget City” webshop operated by Festival Travel on the website szigetcity.com.
- 3. Service:** any service which is made available for purchase by Festival Travel’s Contracted Partners via the Webshop.
- 4. Consumer:** the natural person purchasing any Service from the Webshop, according to Article 8:1 Paragraph (1) 3 of the Hungarian Civil Code.
- 5. Associate:** a subcontractor or agent of Festival Travel.

6. Contracted Partner: an enterprise or other legal person performing independent activity whose Service may be purchased from the Webshop.

7. Third Parties: natural and legal persons other than Festival Travel and the Consumer.

III SCOPE OF THE GTC

1. The personal scope of this GTC covers Festival Travel, as well as the Consumers. The conditions of the legal relationship between Festival Travel and the Associates and Contracted Partners are contained in separate contracts.

2. This GTC is for an unlimited period.

3. The Consumer agrees that Festival Travel is entitled to modify this 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. If the GTC is 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.

4. The legal relationship of purchasing a given Service by the Consumer from the Webshop is completed by paying the consideration for the Service. Following this the Consumer shall be entitled to receive the Service in question from the Contracted Partner providing the Service.

IV PURCHASE

1. The online Service purchase methods are provided by Festival Travel 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. After providing the necessary data, accepting this GTC and a successful bank transaction, a confirmation is sent by Festival Travel or its Contracted Partner in an email to the email address provided by the Consumer. If the Consumer does not receive the confirmation due to a technical problem, Festival Travel, if notified by the Consumer, shall send it again, free of any charge, to the given email address. Considering that the purchase is considered as completed when Festival Travel sends this email, it is the Consumer's sole responsibility to notify Festival Travel in case he/she does not receive the confirmation. A separate confirmation is assigned to each Service purchased.

Further information about the detailed conditions applicable to online purchase is provided by Festival Travel or its Associate on the online purchase interfaces, especially in respect of the following topics: concluding a contract online, payment and performance methods, invoicing and data handling.

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

2. The Services may not be transferred to Third Parties.

3. The purchase of a Service may be cancelled at any time before payment is effected without any consequences. Following this, based on article 29 paragraph (1) subparagraph 1) of Government Decree 45/2014. (II. 26.) the Consumer is not entitled to withdraw from the purchase service. Festival Travel excludes the exchange, replacement or refund of the Services, or the reimbursement of their purchase value in any other ways.

V WARRANTIES AND LIABILITY

1. Consumers expressly acknowledge that the Services purchased in the Webshop are provided by Contracted Partners and not by Festival Travel or its Associates. Therefore, the contract to provide a given Service 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 Festival Travel with regard to such Services or in connection with the contract for such Services. Festival Travel also states generally that it does not bear any liability in connection with Services provided by Contracted Partners. Consumers may use Services provided by Contracted Partners solely at their own risk. Festival Travel does not assume any liability for damage arising from or suffered in connection with purchasing or use of Services provided by Contracted Partners.

2. Without limiting the generality of the foregoing, Festival Travel 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 Festival Travel, 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.

3. 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. Festival Travel 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.

4. The Consumer acknowledges that Festival Travel 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. Festival Travel in particular does not bear liability for the errors, failings or security of the payment method used. In the case of bank transfers, Festival Travel 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.

5. Pursuant to this GTC and article 6:22 paragraph (3) of the Hungarian Civil Code, claims arising from the legal relationship between Festival Travel and the Consumer may only be enforced within a six-months limitation period.

VI TRADEMARKS AND COPYRIGHT

1. The trademarks, logos, and other information and materials on the websites of Festival Travel are the sole property of Festival Travel, its Associates and its Contracted Partners. Consumers 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 Festival Travel, its Associates and its Contracted Partners.

2. Trademarks, logos, other information and materials are subject to industrial property rights and copyright, and the rights to these are held by Festival Travel, its Associates and its Contracted Partners.

3. Festival Travel shall acquire unrestricted and exclusive usage rights with regard to comments, remarks, proposals and ideas communicated to Festival Travel, its Associates and Contracted Partners by Consumers in relation to the Services. Festival Travel shall gain exclusive ownership of all such remarks, and may not be restricted in using them in any way.

Festival Travel is entitled without restriction to make profit from, use, copy, publish, rework, make public, broadcast to the public and distribute such comments without having to provide any consideration for doing so.

VII FORCE MAJEURE

If Festival Travel 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 Festival Travel, then Festival Travel shall not be liable toward the Consumer for any loss or damage arising as a consequence of such events.

VIII CLOSING PROVISIONS

1. Festival Travel is entitled to use subcontractors and Associates.

2. Festival Travel 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.

3. The chapter headings are designed for easier orientation, but shall not be used for the purposes of interpretation.

4. Festival Travel 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 or Services purchased, without regard to possible conflict of laws.

Budapest, June 15, 2017