

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

These General Terms and Conditions (hereinafter referred to as the GTC) define the rights and obligations relating to the purchase of tickets and other products and services, as well as the legal relationship between ROCKMARATON and ticket buyers, with regard to the festival (hereinafter referred to as the Event) organized and to be held by TRB-FM KFT. (hereinafter referred to as: Rockmaraton); furthermore, the general conditions for the participation of visitors in the Event, as well as the rights and obligations relating to the legal relationship between ROCKMARATON and visitors.

The provisions of these GTC shall in all cases govern the purchase of tickets to the Event, or the purchase of other products and services, as well as the participation in the Event, and the legal relationship between ROCKMARATON and ticket buyers and visitors. The conditions for purchasing tickets to the Event, or the purchase of other products or services are regulated by these GTC. These GTC regulate the general conditions for the participation of visitors in the Event, and the rights and obligations relating to the legal relationship between ROCKMARATON and visitors. If the ticket buyer does not purchase a ticket entitling to participation in the Event, but another product or service, the GTC shall not apply to this product or service, however, the contractual terms and conditions of the given product or service set out in a separate document shall apply.

ROCKMARATON informs consumers that the GTC in force at all times, as well as the policies of each Event that are not part of these GTC, the separate contractual terms and conditions of other products and services, as well as the General Data Protection Regulation and its annexes, which are also not part of these GTC, and the data management information specifically applicable to each data management are available, viewable and printable on the Rockmaraton.hu website and its subpages. ROCKMARATON may review and modify its General Data Protection Regulation and the published data management information from time to time.

## I. INTRODUCTORY PROVISIONS

### A. ROCKMARATON DETAILS

Company name:	TRB-FM Kft.
Headquarters:	2045 Törökbálint, Dózsa Gy. u. 31.
Tax number:	13559652-2-13

### B. DEFINITIONS

- 1. ROCKMARATON:** the business association defined in point A..
- 2. Event:** the festival organized and held by TRB-FM Kft., i.e. the totality of performing arts – musical, entertainment, gastronomic and cultural – programs and other, free or paid Services provided by ROCKMARATON in a given period and area.
- 3. Event duration:** The duration of a given Event is the same as the period between the start and end times of the Event, where the start time is the beginning of the validity of the earliest ticket entitling to entry among the Tickets available for purchase from ROCKMARATON for the given Event at the time of the start of sales, and the end time is the end of the validity of the longest ticket among the Tickets available for purchase from ROCKMARATON for the given Event at the time of the start of sales.
- 4. Product:** a thing and a right of property value that can be purchased from ROCKMARATON, its Contributors or other Contractual Partners at or in connection with the Event, or a voucher or other similar instrument that can be exchanged for these.
- 5. Service:** any service that ROCKMARATON, its Contributors or Contractual Partners make available at or in connection with the Event – whether free of charge or for a fee.
- 6. Ticket:** a certificate issued in any (printed or electronic) form and provided with a unique identifier, for the presenter, embodying the claim for a wristband entitling to entry at an Event organized by ROCKMARATON.
- 7. Wristband:** a certificate used by ROCKMARATON when validating a given ticket, providing the rights (day ticket, season ticket) at the Event as stated in the ticket, and owned by ROCKMARATON until twenty-four hours after the closing of the given Event, which – recorded in accordance with point 2 of Part III – exclusively certifies that its bearer is entitled to visit the given Event, with the proviso that several wristbands may embody the rights included in certain Tickets together.
- 8. Check-in:** the preliminary or immediately preceding process during which a given Ticket is assigned to a specific natural person.

9. **Consumer:** a Ticket Buyer, Visitor and any other ticket holder other than them as defined in Section 8:1. (1) Paragraph 3 of the Civil Code and Section 2.a) of Act CLV of 1997 on Consumer Protection. An Unauthorized Participant is not considered a Consumer.
10. **Ticket Purchaser:** the person purchasing the Ticket, Product or Service from ROCKMARATON.
11. **Visitor:** the natural person who participates in a given Event as a person entitled to entry.
12. **Unauthorized participant:** a natural person who participates in a given Event without having a valid title to enter, including a person who has exchanged an unlawfully acquired Ticket for a valid wristband, or a third person who participates in a given Event with such a wristband.
13. **Contributor:** a subcontractor or agent of ROCKMARATON – facilitating the creation of an Event.
14. **Contractual partner:** an enterprise or other legal entity that performs independent activities at or in connection with a given Event based on a contractual relationship established with ROCKMARATON – not qualifying as a Contributor.
15. **Third parties:** natural and legal persons other than ROCKMARATON and the Consumer.
16. **House Rules:** documents not forming an annex to the GTC, containing rules of entry and conduct for each Event, partly containing a brief summary of the provisions contained in these GTC, partly containing mandatory provisions specific to each Event, determined with regard to the circumstances of the given Event, and which are available on the website of ROCKMARATON and – if any – the website of each Event, as well as at the location of the Event.

## C. SCOPE OF THE GTC

1. The personal scope of these GTCs extends to ROCKMARATON, as well as to Consumers and unauthorized participants. The terms of the legal relationship between ROCKMARATON and the Contributors and Contractual Partners are contained in separate contracts. If the Visitor enters with a ticket that was not issued as a result of a ticket purchase transaction pursuant to Section II. 2 of these GTCs (including in particular artist, staff, guest, vendor, media and press tickets), then such Visitor may be subject to other regulations, which may differ from those in these GTCs, in addition to those written in these GTCs, and which are contained in a separate document issued by ROCKMARATON.

2. These GTC are valid from 2025.07.02. – 2025.07.06.
3. The Consumer acknowledges that ROCKMARATON is entitled to amend these GTC unilaterally, for good reason. Good reason shall be considered to be a change in the mandatory provisions of the law governing the legal relationship between the parties, or if the amendment is justified by the safe or economical conduct of the Event at any time, public safety or public health considerations, the development or change of the ticket sales processes applied by ROCKMARATON, conclusions drawn from the organizer's experience, or changes in domestic or international economic circumstances, market processes, or festival visiting habits. In the event of amendments to the GTC, amendments are indicated in italics and underlined letters, and deletions are indicated in strikethrough letters in relation to the content of the latest GTC, which has been unified by amendment. The amendments shall enter into force immediately upon publication on the website operated by ROCKMARATON. ROCKMARATON draws the Consumer's attention to the fact that the GTC - as well as the Rules of the individual Event, the Payment Regulations and the General Data Protection Regulation and its annexes, as well as the data management information specifically applicable to individual data management, which do not form part of these GTC - may be amended after the ticket purchase, even immediately before the Event. ROCKMARATON recommends that the Consumer monitor the changes to these GTC.
4. The Ticket Buyer accepts these GTC as binding upon him/her by purchasing the ticket, product or service, by a ticket holder other than the Ticket Buyer, by the lawful acquisition of the Ticket, by the Visitor, if he/she was not a ticket holder before, by starting the Check-in described in Section III. 2. The Ticket Buyer – or in the case of further transfers, the further transferor – is obliged to inform the Visitor of this circumstance when transferring the Ticket, and is liable for any damage resulting from the failure to provide such information.

## **II. TICKETS, PURCHASE**

### **1. Ticket**

ROCKMARATON sells the Ticket to the Ticket Buyer entitling him/her to participate in the given Event, which legal relationship is completed upon full payment of the Ticket price and the handover of the Ticket by ROCKMARATON. Thereafter, the Ticket Buyer – if the Ticket remains in his/her possession – or the current ticket holder who acquired the Ticket through a chain of legal contracts, becomes entitled to have ROCKMARATON exchange his/her Ticket for the appropriate wristband(s) in accordance with Part III. 2. The Ticket price consists of the Ticket price valid at the time of purchase and the amount of the related handling fee, if the latter is charged. The Ticket price may vary depending on the time and/or method of purchase.

The provisions of this section shall also apply to the Products and Services sold by ROCKMARATON to the Ticket Buyer.

## **2. Purchase process**

### **2.1. Purchase electronically**

Online purchases are made through ROCKMARATON's own online sales platform or with the involvement of a separate specialized Contractual Partner, via a secure online payment platform provided by a financial institution. Reservations are not possible in these systems, however, ROCKMARATON may make an exception to this in a specific context. After providing the necessary data, accepting these GTC and any contractual terms and conditions for additional Products or Services, and completing a successful bank transaction, ROCKMARATON or its Contractual Partner will send an email to the email address provided by the Ticket Buyer, containing the link(s) from which the Ticket(s) and/or other Product or Service certificates can be downloaded. If the Ticket Buyer has not received the Ticket(s) or confirmations due to technical reasons, ROCKMARATON will resend them to the provided email address free of charge upon the Ticket Buyer's request. Given that the purchase is considered closed and the confirmations for the Ticket or other Products and Services are considered received upon sending the email by ROCKMARATON, the Ticket Buyer is solely responsible for notifying ROCKMARATON without delay if the Ticket or confirmation has not been received.

Each purchased Ticket, Product and Service has a separate confirmation (voucher and/or other electronic solution suitable for unique identification [e.g. QR code]), therefore, the Ticket Buyer will find one or more links on the download interface depending on the number of Tickets, Products and Services purchased per purchase. Each link leads to a different confirmation (voucher and/or other electronic solution suitable for unique identification). In the case of purchasing multiple Tickets, Products or Services, therefore, if ROCKMARATON does not provide a different option (e.g. bundling), all confirmations must be presented. ROCKMARATON will issue one wristband or, depending on the nature of the Ticket, Product or Service, a related (e.g. VIP, camping) wristband or Ticket in exchange for one certificate (voucher or other electronic solution suitable for unique identification) at the Event venue, unless the certificates have been packaged in a manner provided by ROCKMARATON, in which case several wristbands or related wristbands and Tickets may be issued in exchange for one certificate (voucher or other electronic solution suitable for unique identification). No wristband will be issued if a wristband or additional wristband is not required to use a given Product or Service.

The Visitor is responsible for preserving the certificate (voucher or other electronic solution suitable for unique identification) and presenting it in the appropriate form according to the information received at the time of purchase upon entering the Event.

ROCKMARATON expressly draws attention to the fact that Tickets (vouchers or other electronic solutions suitable for unique identification) are for the presenter until Check-in as described in Section III. 2., and are only named upon completion of Check-in, i.e. a specific person is assigned to a given Ticket, Product or Service only during Check-in. In order to comply with accounting regulations and ensure the security of transactions, as set out in the

General Data Protection Regulation and its annexes, as well as in the data management information individually applicable to each data management, ROCKMARATON retains the Ticket Buyer's data, and this data is linked to the purchased Tickets, Products and Services in ROCKMARATON's database, as well as in the General Data Protection Regulation and its annexes, as well as in the data management information individually applicable to each data management, as set out in the General Data Protection Regulation and its annexes, as well as in the data management information individually applicable to each data management.

Contrary to the above, if it is necessary to establish the existence of entitlement to a Ticket, Product or Service, a specific person may be assigned to the given Ticket, Product or Service prior to Check-in. Certain Tickets issued as a result of a non-purchase transaction may be tied to a specific Visitor, in accordance with the contracts on which they were issued.

ROCKMARATON, its Intermediary or Contractual Partner provides detailed information on the detailed terms and conditions of online shopping on the online shopping platforms and contact details, in particular with regard to the following topics: online contracting, payment and delivery methods, invoicing, data management. ROCKMARATON draws attention to the fact that such Contractual Partner may also apply its own general terms and conditions, which, however, do not affect the scope of these GTC.

ROCKMARATON reserves the right to charge a handling fee per item for the online service. The amount of the handling fee determined per item will be rounded to the nearest whole number according to the rounding rules.

## 2.2. Purchase in person

The Ticket Buyer can collect the Ticket(s) and certificates for Products and Services at the points of sale operated by ROCKMARATON or its Contractual Partner during opening hours using the payment methods indicated there, subject to simultaneous payment. ROCKMARATON reserves the right to charge a handling fee per item during the purchase. The amount of the handling fee determined per item will be rounded to a whole number according to the rounding rules.

## 2.3. Transfer of Ticket, Products and Services

The Ticket and other Products and Services sold by ROCKMARATON are freely transferable until the Check-in described in Section III. 2. has been completed, while Products and Services offered not by ROCKMARATON, but by its Intermediaries or other Contractual Partners may be transferable depending on the decision of the person providing them. In the event of a transfer, the transferor is obliged to ensure that the person acquiring the Ticket, Product or Service accepts the GTC and other contractual terms of ROCKMARATON and is liable for any damage resulting from the failure to provide information. The person acquiring the Ticket, Product or Service is aware that the transferor - and in the case of more than one transfer, the previous transferors - have access to the proof (voucher and/or other electronic solution suitable for unique identification) necessary to convert the Ticket into a wristband or

to use the Product or Service. It is the responsibility of the person acquiring the ticket to ensure that the transferor cannot use this certificate anymore. The terms of the transaction for the transfer are established between the transferor and the person acquiring the ticket, therefore the legal relationship between them – including the liability for any misuse of the Ticket, Product and Service – is governed solely by the agreement between them. Since it is not a party to this legal relationship, ROCKMARATON expressly excludes any liability related to the transfer of the Tickets, Products and Services, including liability for any misuse (for example, previous, unauthorized entry using the code on the Ticket or certificate), and draws attention to the fact that it will not issue a wristband or a new Ticket or certificate to the person acquiring the Ticket, Product or Service in the event of misuse.

If the Check-in described in point 2 of Part III is carried out in advance, the related Ticket may only be transferred after the person who performed the Check-in in advance – if ROCKMARATON allows this – cancels the Check-in, provided that the Ticket has not yet been converted into a wristband.

### **3. Replacement, exchange, redemption and refund of tickets and certificates**

The purchase process can be interrupted at any time before payment is made, without consequences. After this – or in the case of installment payment according to point II/4. after payment of the last installment – the Ticket Buyer is not entitled to the right to withdraw from the use of the ticket sales service based on point I) of Section 29 (1) of Government Decree 45/2014. (II. 26.). ROCKMARATON excludes the exchange, replacement, redemption of Tickets and other Products, Services, or reimbursement of their purchase value in any other way, excluding (i) special cases that can be individually determined by ROCKMARATON for each Event; (ii) if the Event cannot be held or is canceled due to a Force Majeure event according to point 3 of Part IV of these GTC; or (iii) the exchange of Tickets for VIP Tickets with an appropriate simultaneous additional payment. For the avoidance of doubt, Tickets and other Products and Services may not be exchanged, replaced, redeemed, or otherwise refunded for any reason, including if the Ticket Purchaser or – if different from him – the person legally in possession of the Ticket or wristband does not wish to or is unable to participate in the Event for any reason (e.g. entry or exit ban or restriction, illness, accident, subjective evaluation criteria), or if the Visitor stops participating earlier than the time allowed by the wristband.

### **4. Warranty, liability issues**

4.1. The Consumer acknowledges that Products and Services may be purchased in connection with the Event that are not provided by ROCKMARATON or its Contributors, but by other Contractual Partners. In such cases, the contract is concluded directly between the Consumer and the Contractual Partner, and the rights and obligations arising from the legal relationship directly entitle and bind them. The Consumer expressly acknowledges that he or she may not make any claims against ROCKMARATON in connection with such Products and Services or the legal relationship relating to them. ROCKMARATON generally declares that it does not assume any liability in connection with the Products and Services provided by the Contractual

Partners. The Consumer may use and utilize the Services and Products provided by the Contractual Partners solely at his or her own risk. ROCKMARATON assumes no liability for any damages incurred or suffered in connection with the use or utilization of the Services and Products provided by the Contractual Partners.

4.2. The Consumer declares that the data provided by him/her as real are provided in accordance with reality in the context of the purchase and on all other occasions when it is necessary during the use of the Services. ROCKMARATON excludes its liability for damage resulting from the provision of incorrect or inoperative data, email address or delivery address, but may claim compensation for any damage arising in this regard.

4.3. The Consumer acknowledges that ROCKMARATON is not liable for any damage or misuse that occurs during or as a result of the use of a payment method, including if the Consumer has not reported the loss of the bank card to the financial institution issuing the bank card. In particular, ROCKMARATON is not liable for errors, deficiencies or security of the payment solution used. In the case of bank transfers, ROCKMARATON excludes liability for the duration of the transfer (with particular attention to bank holidays), as well as for damages resulting from incorrect entry of the payer ID or the amount to be transferred.

4.4. Based on these GTC, a six-month limitation period is available for enforcing claims arising from the legal relationship between ROCKMARATON and the Consumer pursuant to Section 6:22. (3) of the Hungarian Civil Code, except in cases where these GTC specify a shorter period for exercising a right.

4.5. The price of the Ticket valid at the time of purchase has been determined taking into account the exclusions and limitations set out in these GTC, in particular those set out in this Section II.5 and Section III.11 below.

### **III. PARTICIPATION IN THE EVENT**

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

ROCKMARATON provides the Visitor with the opportunity to participate in the given Event under the conditions set out in this Part III of the GTC. No refund shall be granted if the Ticket Purchaser or – if different from him – the person legally in possession of the Ticket or wristband does not wish or is unable to participate in the Event for any reason, or if the Visitor abandons participation earlier than the time allowed by the wristband. An Unauthorized Participant is not entitled to participate in the Event.

A given Event - in accordance with what is written in Part I, Section B/2 - means the totality of programs and Services provided by ROCKMARATON. The content and quantity of specific programs and Services available at the Event are developed by ROCKMARATON, as the organizer and director, in accordance with the practice of previous years. Given that ROCKMARATON provides the programs and Services in cooperation with a large number of



Contributors, depending on the performance of these Contributors, and in the case of an outdoor Event, influenced by the prevailing weather conditions, ROCKMARATON does not guarantee their accessibility, content, quality and quantity (such as the performance of a given performer(s), the suitability of the performance they provide to expectations or the possibility of participating in a given program and/or location) to the Visitor, but rather depends on the limitations arising from the characteristics of the Contributors, the location and the equipment on site (such as the capacity of certain closed event spaces) and the weather conditions. Nevertheless, ROCKMARATON always strives to provide the programs and Services communicated in advance, or in case of impossibility, to replace the previously communicated missing program or Service with another program or Service. The Visitor acknowledges that the VIP areas are not open continuously. The Visitor further acknowledges that legislation may require that access to certain programs, Services and/or Products is only possible with appropriate authorization (e.g., appropriate age).

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

After the ticket is converted into a wristband, the wristband embodies the rights and obligations granted by the Ticket.

The wristband will be issued by ROCKMARATON immediately prior to entry to the Event to the person who has successfully completed the Check-in process for the Ticket at that time or prior to the Event. During the Check-in process, the Ticket will be assigned to a specific natural person, and ROCKMARATON may only issue the wristband to this person.

If the person wishing to enter the Event refuses to undergo the Check-in process described in the previous part of this section, ROCKMARATON is entitled to invalidate the Ticket without any obligation to refund the amount and to refuse to convert the Ticket into a wristband and to refuse entry to the Event. ROCKMARATON draws attention to the fact that it may request the presentation of the Ticket at any time when converting the Ticket into a wristband.

If the Check-in process is regulated differently from the above by Act CXXXIII of 2005 on the rules of personal and property protection and private investigation activities, which is mandatory for a specific Event, the provisions of the referred law shall prevail. In the case of Events that do not fall under the scope of the referred law, ROCKMARATON is entitled to temporarily or permanently suspend the application of the procedures described in this section at its own discretion, without giving reasons.

Primarily, the wristband worn on the hand entitles you to stay in the Event area, but in justified cases approved by ROCKMARATON, the wristband may also be worn on another limb from which it cannot be removed without causing damage. Compliance with the above is continuously checked by ROCKMARATON and its Contributors upon entry and exit, and within the Event area. Damage or loss of the wristband is the sole responsibility of the Visitor, so in the event of such an event, the Visitor loses the rights granted by the intact wristband and is obliged to leave the Event venue. A damaged wristband – one that has been glued over, cut, torn, has a diameter larger than the palm of the hand, has been manipulated in any other

way, has a damaged or missing clip (closing ring), etc. – is invalid. ROCKMARATON will not replace or exchange a damaged or lost wristband.

ROCKMARATON also reserves the right to continuously check the eligibility of persons staying in the Event area for a wristband on site. The checked persons are obliged to cooperate with ROCKMARATON in this regard and to provide the appropriate information.

### **3. Entry**

3.1. Only authorized persons are entitled to enter the Event at designated locations and during designated times.

3.2. Upon entry, the Visitor and the Unauthorized Participant submit to the legal entry process applicable to the given Event. ROCKMARATON has the right to record the image of the Visitor and the Unauthorized Participant during the entry process and to preserve and manage the recording in order to prevent entry-related abuses and to identify the responsible persons, and to hand it over to the authorities if requested to do so.

3.3. In order to ensure the safe conduct of the Event, ROCKMARATON reserves the right to restrict the items and equipment that can be brought into the Event area in the Rules of the given Event or during the entry process on site. Food, drinks and tobacco products may only be brought into the Event area in the amount and quantity permitted by law or the Rules of the given Event. ROCKMARATON draws the Visitor's attention to checking the Rules.

3.4. It is prohibited to enter the Event area with a vehicle without a permit issued by ROCKMARATON. Persons with a permit to enter are also required to fully comply with the provisions of the Road Traffic Act at the Event. ROCKMARATON recommends the use of public transportation (including watercraft available at all times) and taxi services to reach the Event.

3.5. Children under the age of 12 (twelve) at the time of entry may attend the Event free of charge, however, ROCKMARATON may, when starting the sale of Tickets for the given Event, stipulate that entry to the Event or a specific part thereof is not permitted for persons under a certain age, which fact shall be stated in the product description of the Ticket offered for sale. In the latter case, ROCKMARATON shall refuse entry to the Event or a specific part thereof for persons under the specified age. Children under the age of 16 (sixteen) at the time of entry may enter the Event only with an adult, capable companion and may only remain there with an adult, capable companion. ROCKMARATON is entitled to make it mandatory for children under the age of 16 (sixteen) to wear a child wristband. The chaperone is responsible for the children he/she accompanies and for being in a condition that allows him/her to perform his/her duties responsibly at all times. A maximum of two children are allowed to enter with one chaperone. During the admission process, ROCKMARATON is entitled to assign the wristband data of children's wristbands or of children under the age of 16 (sixteen) to the wristband of the adult accompanying the child(ren). Unless otherwise stated, a child visiting the Event free of charge may participate in the Event within the limits provided

by the chaperone's wristband. In the case of a given Event, ROCKMARATON may – unless otherwise provided by law – allow a child who is visiting the Event for a Ticket and who has not reached the age of 16 (sixteenth) at the time of entry to participate in the Event within the framework provided by the accompanying person's wristband, even if their own wristband does not provide the given entitlement (e.g. VIP, camping). ROCKMARATON draws the attention of Visitors to the fact that, due to the nature of the Event as a music and mass event, they should pay special attention to the physical integrity and health of the children under their supervision, and in particular to exposing the child only to crowd, sound and other effects appropriate to their age. In the case of children staying at the Event without an accompanying person, the person exercising supervision over the child has the exclusive obligation to prepare the child in advance for the effects described above. In exceptional cases, ROCKMARATON or its Contributors may draw the attention of the child's companion to such effects and may also make suggestions in the interest of the child's safety, however, the decision in this regard is made by the person accompanying the child. ROCKMARATON's liability in relation to the provisions of this section is excluded.

3.6. Assistance dogs, guide dogs and police dogs as defined by law may be brought into the Event area, provided that the Rules of the individual Event may stipulate rules for the entry of other pets. ROCKMARATON draws the Visitor's attention to checking the Rules.

#### **4. Rules of conduct in the Event area**

4.1. The Visitor is obliged to behave in the Event area in accordance with the general norms and in accordance with the relevant legal provisions, the GTC and the House Rules. In the event of an epidemic or pandemic situation, participation in the Event may be subject to additional conditions and procedures specified in the applicable laws, regulations or measures of the competent authorities, or the ROCKMARATON Epidemic Plan in order to protect the Visitors. The provisions of the applicable laws, the competent authority, and ROCKMARATON – including, among others, the requirement to wear a mask at the Event; maintaining a specified protective distance from other Visitors; and adhering to the maximum number of visitors to each Event – are mandatory. The Visitor is obliged to leave the Event area as soon as possible if he/she experiences symptoms of the disease underlying the pandemic/epidemic and is obliged to consult a doctor. ROCKMARATON may ask any Visitor who shows symptoms of the underlying disease of the pandemic/epidemic to leave the Event. ROCKMARATON shall not be liable in this regard.

4.2. The Visitor is obliged to refrain from any manifestation, communication or action that may endanger or violate the personal rights of others, or their own life, health or physical integrity. ROCKMARATON also draws attention to the fact that the Event is considered a mass event, which may operate at maximum capacity (full house), so - in addition to the fact that ROCKMARATON complies with all technical, safety and official regulations - everyone can visit the Event only taking into account their own psychological and health conditions and at their own risk. ROCKMARATON expressly excludes its liability in the event that Visitors do not comply with or take into account the above, or violate the rules of conduct towards each other, cause harm to each other or commit a crime against each other. The Visitor is

particularly obliged to protect natural values in the area of the Event and is obliged to refrain from damaging them. The Visitor is not entitled to enter the closed areas accessible from the Event area. ROCKMARATON draws attention to the fact that the Event typically takes place in an open area, in an area without permanent hard surface, where uneven ground and level differences may occur, therefore ROCKMARATON excludes liability for accidents resulting from this and the natural conditions of the location. The Visitor acknowledges that the campsite used by the Visitor with the Ticket purchased from ROCKMARATON also belongs to the Event area, i.e. the provisions of these GTC and the relevant House Rules also apply to entry into and stay there.

4.3. The Visitor acknowledges that the Event may be recorded in audio and video by ROCKMARATON, as well as by Contractual Partners, Contributors, press officers, other Visitors and other Third Parties authorized by ROCKMARATON. Accordingly, by participating in the Event, the Visitor expressly acknowledges that his/her face, appearance and expressions may be recorded and published by the above persons, provided that he/she may only be named with his/her express consent. If the Visitor is considered a public figure, he/she may be named without his/her consent. The creator of the aforementioned recordings acquires an unlimited, transferable and exclusive right of use in terms of space, time and method of use with respect to the Visitor. ROCKMARATON and persons licensed by ROCKMARATON - without having to provide any compensation to the Visitor - are entitled to exploit, use (in particular to promote the Event), reproduce, publish, adapt, make public, communicate to the public and distribute the display without restriction in relation to the Visitor, including in the event that ROCKMARATON exploits or uses a recording of the Visitor made by other Visitor(s). The Visitor specifically acknowledges that ROCKMARATON records the Event, concerts, programs, reproduces the recorded recording and distributes it on a visual medium, broadcasts it or otherwise communicates it to the public, re-broadcasts it or otherwise communicates it to the public, including when the Event, concerts, programs are made available to the public by wire or by any other means or means (e.g. via YouTube) in such a way that members of the public can individually choose the place and time of access. The Visitor is not entitled to make any claims or demands against ROCKMARATON in connection with the aforementioned display. The Visitor is entitled to make audio and video recordings at the Event, provided that this can be done exclusively with an integrated video and audio recorder in a telecommunications device (e.g. mobile phone, tablet) used for personal purposes or with non-professional photo equipment, and that the video and audio recordings made by him/her may not be sold or utilized for consideration or utilized for commercial purposes without consideration, and that the Visitors appearing in them may not be named without their consent, and that their personal rights may not be violated. ROCKMARATON expressly excludes its liability in the event that other Visitors violate the above.

4.4. Any economic, commercial or advertising activity is prohibited in the Event area – including the area in front of the entrance to the Event – without the prior written permission of ROCKMARATON.

4.5. It is prohibited to serve alcoholic beverages to persons under the age of eighteen and to intoxicated persons in the Event area in commercial and catering establishments. The consumption of substances classified as narcotics under the applicable laws is also prohibited in the Event area and is punishable by law. ROCKMARATON reserves the right to introduce a system at a given Event in which alcohol may only be sold to Visitors after the Visitor presents the entitling document – provided in advance or after initial identification.

4.6. Given that the purpose of the Event is to provide cultured and undisturbed entertainment for Visitors, any demonstrations not related to the events organized by ROCKMARATON are prohibited at the Event, regardless of the number of participants. However, ROCKMARATON reserves the right to permit certain demonstrations upon the prior request of the organizer, at its sole discretion, provided that in such cases, participants are also required to comply with these GTC and otherwise behave in a manner that does not interfere with, hinder, restrict, obstruct or make impossible the entertainment of other Visitors, their movement within the Event area, their entry into or exit from the Event area, and the use of the Services and/or Products by other Visitors. ROCKMARATON is entitled to terminate any demonstration that is not expressly permitted without giving any reason, and ROCKMARATON also reserves the right to terminate any demonstration that it has permitted in accordance with the foregoing without giving any reason. ROCKMARATON is entitled to determine, at its sole discretion, certain conditions of the demonstration, in particular the following: number of participants, location and duration. In the event that ROCKMARATON declares a given demonstration to be terminated, participants are obliged to stop it immediately. If a participant does not stop the demonstration upon ROCKMARATON's request, the organizers are entitled to remove the participant from the Event area. In the event that ROCKMARATON establishes conditions for a demonstration that it has permitted or acknowledged in accordance with the foregoing, participants are obliged to comply with them without fail.

## **5. Magatartási szabályok a Rendezvény területén kívül**

Outside the Event venue, during the journey there and back, the Visitor is obliged to act and behave in a civilized manner, in compliance with general norms, in accordance with the relevant laws. The Visitor is obliged to refrain from any manifestation, communication or action that may endanger or harm the personal rights, life, health or physical integrity of others, with particular regard to other Visitors and local resident Third Parties.

## **6. Lost items**

The rules regarding lost items are contained in the event's rules. ROCKMARATON draws the Visitor's attention to checking the rules.

## **7. Safety**

In the Event area, ROCKMARATON employees or Contributors with appropriate qualifications and permits ensure the enforcement of the rules of conduct and safety. By participating in the given Event, the Visitor expressly undertakes to cooperate with these Contributors and any authorities acting at the given Event to the fullest extent within the legal framework, and to follow their instructions in the event of an emergency or if other important circumstances (such as public health reasons) justify this..

## **8. First aid and medical assistance**

First aid is provided in accordance with the law during the opening hours and in the area of the Event. However, the armband does not entitle the Visitor to use these services, but they are entitled to them through social security, health or travel insurance, or against financial compensation.

## **9. Provision of Services and Sale of Products**

Both free and paid Services and Products are available at the Event. The Visitor agrees to pay for all paid Services and Products used and is responsible for the timely payment of all purchase prices and fees.

The Visitor may pay for paid Products and Services using the payment solutions offered by ROCKMARATON, its Intermediaries or Contractual Partners. It is possible to pay any purchase price and fee in the Event area in the manner and according to the procedures specified by ROCKMARATON. In such a case, the Visitor may purchase paid Products and Services only in accordance with the Payment Policy. ROCKMARATON shall make the Payment Policy available on its website and at the Event venue no later than the day before the start date of the first Event concerned. ROCKMARATON reserves the right to suspend the Payment Policy in whole or in part for any Event and to allow the use of cash.

## **10. House rules**

The Rules of the Event do not form an annex to these GTC. The Rules summarize the main information related to the given Event (its name, location, duration, approach, etc.), as well as the main rules of conduct to be followed at the Event – partly also specified in the GTC. ROCKMARATON draws attention to the fact that the Rules of the Event may be amended without prior notice, even immediately before the Event, and therefore recommends that you follow them. The current Rules of the Event can be viewed on the ROCKMARATON website and at the Event location.

## **11. Warranty and liability issues**

11.1. ROCKMARATON guarantees that the Visitor can enter the given Event with the wristband received for the appropriate Ticket in their lawful possession, but in view of the high attendance, ROCKMARATON does not guarantee how long the entry process itself (i.e. exchanging the Ticket for a wristband and entering the Event with the wristband) will take. Since the Event is known to consist of a set of events, the aforementioned guarantee does not extend to individual events, i.e. whether it is possible to enter individual events in view of the high attendance, how long it takes to enter, and in what quality it can be enjoyed, and ROCKMARATON expressly excludes refunding the price of the Ticket to the Visitor, granting a subsequent discount, paying damages, indemnification or any compensation for these reasons. ROCKMARATON is entitled to unilaterally change the dates of individual events within the Event (thus ROCKMARATON expressly reserves the right to change the program). The date of the event will not be changed due to possible bad weather conditions, however, due to the outdoor nature of the Event, in the event of extreme weather conditions, it may be possible that programs affected by such weather conditions will not be held or the Services will not be available. ROCKMARATON also does not guarantee how long it will take to leave the Event area, and it also excludes any liability in this regard. Given that no contractual relationship is established between ROCKMARATON and the Unauthorized Participant, ROCKMARATON expressly excludes liability for breach of contract and any claim that a Consumer might otherwise make against it.

11.2. ROCKMARATON reserves the right to modify, transform, and further develop the Event, the Services and Products provided thereat as necessary and at its discretion. The Visitor is not entitled to make any claims or demands against ROCKMARATON in connection with these modifications, transformations, or further developments.

11.3. In the event of lawful termination by ROCKMARATON, the Visitor shall not be entitled to make any claim or demand against ROCKMARATON.

11.4. The Visitor may attend the Event only at his/her own risk. ROCKMARATON is solely liable for any intentional breach of contract attributable to him/her, as well as any breach of contract caused by him/her, which damages human life, physical integrity or health, and in addition to the rights expressly granted to the Consumer under the law, excludes his/her liability for any other damage, including damage to human life, physical integrity, health, property, and damage caused by the Visitors to each other. Regardless of the foregoing, attending the Event carries the risk of exposure to infectious diseases, in particular Covid-19, and the Visitors freely accept this risk by entering the Event; any Visitor or other person present at the Event may carry infectious diseases, in particular Covid-19, and it cannot be guaranteed that these persons are not or will not be infected with infectious diseases, in particular Covid-19. If ROCKMARATON operates a luggage storage facility at the Event, it assumes liability for the items stored there – with the exception of items excluded in the individual Rules – in accordance with the rules and up to the amount specified in the Rules. ROCKMARATON is not liable for items stored in designated parking lots, especially vehicles parked there and items stored in them.

11.5. In order to avoid misunderstandings, ROCKMARATON states that Section II.4.1 of these GTC shall also apply in all respects to the Services provided and Products sold by the Contractual Partners at the Event.

11.6. After the Ticket Purchaser has received the Ticket or the Visitor has received the wristband, ROCKMARATON shall not be held liable for any damage, loss or injury to the Ticket or wristband. The Visitor shall not be entitled to make any claim or demand against ROCKMARATON due to the procedures applied in connection with a damaged or lost wristband.

11.7. The Visitor and the Unauthorized Participant are fully liable, both in civil and criminal terms, for any damage caused by the minor person accompanied by them or by their pet during or in connection with the Event, both to ROCKMARATON, its Contributors and Contractual Partners, other Visitors and Third Parties.

11.8. ROCKMARATON excludes liability for any damage caused by the Visitor, the Unauthorized Participant, the pet or the Third Party's unlawful actions or omissions to any Visitor, Unauthorized Participant or Third Party of ROCKMARATON. The Visitor acknowledges that stray and wild animals may be present in the Event area, which may pose a threat to the Visitor's life, physical integrity or health. ROCKMARATON also fully excludes liability for damage caused by wild animals and stray animals.

11.9. ROCKMARATON is not liable for any damages that may occur outside the Event, during the journey there and back, as these do not fall within the scope of ROCKMARATON's responsibility, as ROCKMARATON can only be held liable for damages that occur at the Event location, provided that the conditions set out in these GTC are met.

11.10. At a given Event, a Visitor in possession of the appropriate wristband may be entitled to enter the Event area from the time specified in the Event Rules prior to the opening of the Event. At a given Event, a Visitor in possession of the appropriate wristband may be entitled to remain in the Event area after the closing of the Event until the time specified in the Event Rules. In these cases, the Visitor may only remain in the Event area at his or her own increased risk, given that at that time the construction of the Event is still ongoing or the demolition has already begun.

11.11. At some locations of the Event, after the end of the last program, demolition work will begin without delay in areas not open to Visitors. At the closing time of the Event, demolition work may begin immediately in the entire area of the Event. After this time, the Visitor may only remain in the Event area at his own increased risk.

11.12. If any of the Products and Services available at the Event are available to the Visitor before the opening or after the closing time of the Event, the provisions of Section II.5.1 of these GTC shall apply accordingly to these Products and Services.



11.13. ROCKMARATON is not in a position to arrange for the placement of pets, equipment, drinks, food and tobacco products that cannot be brought into the Event area, unless it provides the possibility of placement for a given Event - as set out in its Rules - with the ROCKMARATON excluding its liability for these items even in the latter case.

## **IV. GENERAL AND FINAL PROVISIONS**

### **1. Sanctions**

1.1. ROCKMARATON is entitled to terminate the legal relationship with respect to a given Event or all Events for which the Consumer has a Ticket or wristband with immediate effect if the Consumer violates any point of these GTC in connection with their legal relationship with respect to any Event. In such a case, ROCKMARATON may invalidate the Consumer's Ticket or remove the wristband, and the Consumer must leave the Event. The Unauthorized Participant may not be present at the Event at all and must leave the Event immediately upon request by ROCKMARATON.

1.2. In addition to or instead of immediate termination, ROCKMARATON may impose a partial (for a given Event or a specific Event) or full (for all Events organized by ROCKMARATON) ban on the affected Consumer and the Unauthorized Participant for a specified period of time (until the end of a given Event or for a longer period of time). After the ban has expired, ROCKMARATON is entitled to subject the right to attend the Event to specific conditions. If the Consumer attends an Event during the ban or violates the specific conditions prescribed by ROCKMARATON after its expiration, he/she must leave the Event immediately upon ROCKMARATON's request.

1.3. ROCKMARATON will file charges against ticket counterfeiters, those who assist in counterfeiting, and those who commit other crimes.

### **2. Trademarks and copyrights**

2.1. The trademarks, logos and other information and materials appearing on ROCKMARATON's websites, online and offline media and at the Event are the exclusive property of ROCKMARATON, its Contributors and its Contractual Partners. These marks may not be used, copied, distributed or published in any way by Visitors and Third Parties for the purpose of generating revenue without the express and prior written consent of ROCKMARATON, its Contributors and its Contractual Partners.

2.2. Trademarks, logos, and other information and materials are protected by industrial property rights and copyright, and the rights related to them belong to ROCKMARATON, its Contributors, and its Contractual Partners.

2.3. ROCKMARATON shall acquire an unlimited and exclusive right to use any comments, observations, suggestions and ideas communicated by the Consumer in connection with the Event and during the same to ROCKMARATON, its Contributors and Contractual Partners. ROCKMARATON shall become the exclusive owner of all such rights relating to the comments and shall not be restricted in their use in any way.

ROCKMARATON has the right to utilize, use, reproduce, publish, modify, make public, communicate to the public and distribute the Consumer's comments without any restriction, without having to provide any compensation in any way.

### **3. Vis Maior**

If war, riot, terrorist act or threat thereof, strike or movement not constituting a strike, import or export embargo, accident, fire, blockade, flood, earthquake, natural disaster, severe storm, severe energy supply disruption, severe traffic disruption/obstruction, epidemic, official, military or law enforcement order, instruction or act, or any other unforeseen and unavoidable obstacle beyond the scope of ROCKMARATON, as a result of which it is unable to fulfill any of its contractual obligations, ROCKMARATON shall not be liable to the Consumer for any loss or damage arising from these events, unless otherwise provided in these GTC. This Force Majeure provision shall apply accordingly both to the given Event as a whole and to any program or Service of the given Event.

If, due to a Force Majeure event as defined in these GTC, the Event cannot be held or is cancelled based on the applicable laws, a decision or action of an authority with competence and jurisdiction, or a notification by ROCKMARATON, or no program and Service are available on one or more days of the Event (hereinafter collectively referred to as: Cancelled Event), ROCKMARATON shall refund the Ticket issued as a result of the ticket purchase transaction pursuant to Section 2 of Part II of these GTC, as well as the failed own Service available at the Event, or the time-proportional part thereof. The purchase price or fee in this respect is the original price or fee paid by the Ticket Buyer for the Ticket/Service of the given year without handling costs, or the installments paid in the case of installment payments pursuant to Section 4 of Part II of these GTC, without the handling costs of the first installment.

The Entitled Party is entitled to a Ticket Transfer, Balance and/or Cash Refund (hereinafter collectively referred to as: Refund) at the discretion of the Entitled Party. Ticket Transfer means the automatic validity of the Ticket/Service for the Cancelled Event for the nearest identical Event. Balance means the amount of the purchase price paid for the Ticket/Service for the Cancelled Event, converted into a usable balance linked to the User Account. Cash Refund means the amount to be refunded in cash from the Balance upon request. For the services and costs related to the Refund, ROCKMARATON is entitled to a refund processing fee (hereinafter referred to as: Refund Processing Fee), which is equal to 3 (three) percent of the amount to be refunded in Cash; ROCKMARATON is entitled to offset the Refund Processing Fee against the Cash Refund.

In the event of a refund, the Ticket/Service for the Cancelled Event may be disposed of within a limitation period of 30 (thirty) days following the publication of the Refund Policy, as set out in the Refund Policy. The default choice is Ticket Transfer. In the event of failure to make a choice within the aforementioned period, the default choice remains in effect. The Cash Refund will be made within 60 (sixty) days following the publication of the Refund Policy. This 60 (sixty) day deadline for Cash Refund is in accordance with the applicable Hungarian legal regulations, as well as the provisions of the Hungarian Civil Code regarding general contractual terms, since the Refund will only be made if the Event cannot be held or is cancelled. In such a case, ROCKMARATON is not acting within the normal course of business and needs additional time to recover the amounts spent on the Cancelled Event and use this to complete the Cash Refund.

The Ticket Purchaser or the Contractual Partner is entitled to a Refund only if the Ticket was sold through the Contractual Partner, in which case the Refund rules are governed by the Contractual Partner's terms and conditions. If the Ticket Purchaser and the Visitor are different, their settlement shall be governed by their mutual agreement.

No other damages or costs shall be claimed. The foregoing shall only apply to Tickets issued as a result of a ticket purchase transaction other than those specified in Section II. 2 of these GTC (including in particular artist, staff, guest, vendor and press tickets) if a separate document issued by ROCKMARATON in relation to such Ticket expressly provides so.

ROCKMARATON will publish the refund policy (Refund Policy) regarding the refund procedure within 30 (thirty) days after the scheduled closing date of the Event.

#### **4. Different rules for Free Events**

Part II., Part III., Section 11.6. and Part IV., Section 1 of these GTC do not apply at all to the free Event organized by ROCKMARATON, while Sections C/3. and C/4. of Part I, as well as other sections of Part III, shall apply with reasonable deviations resulting from the free nature of the Event.

#### **5. Dispute resolution**

5.1. The Consumer may contact the conciliation body competent for his/her place of residence or residence in order to resolve a consumer dispute related to the conclusion or performance of the contract between the Consumer and ROCKMARATON out of court. In the absence of a domestic place of residence or residence, the Consumer is entitled to initiate proceedings before the conciliation body competent for the seat of ROCKMARATON.

5.2. Otherwise, ROCKMARATON and the Consumer agree to the exclusive jurisdiction of the Court of Székesfehérvár for any legal dispute related to these GTC or the Event, as well as to the Services and Products provided by ROCKMARATON - regardless of any potential conflict of laws.

## **6. Final provisions**

6.1. ROCKMARATON is entitled to use subcontractors and collaborators.

6.2. ROCKMARATON is a business entity registered and headquartered in Hungary. These GTC are governed by and applicable to the rules of Hungarian law, without regard to any potential conflict of laws.

6.3. The chapter titles only help to facilitate navigation, but do not serve as a basis for interpretation.

6.4. We welcome visitor questions, comments, complaints, and ideas related to the Event, catering, organization, or any other topic to the email address [info@rockmaraton.hu](mailto:info@rockmaraton.hu).

These GTC are written in Hungarian, with an English translation also available. In the event of any discrepancy between the Hungarian and English versions, the Hungarian version shall prevail.