

**GENERAL TERMS AND CONDITIONS**  
**(GTC)**  
**- in single structure with modifications -**

**I.General provisions**

Particulars of Brain Bar Event (hereinafter: Event) Organizer as well as operator of website (hereinafter Organizer):

<b>Organizer's name:</b>	<i>Brain Bar Korlátolt Felelősségű Társaság</i>
<b>Seat and Postal Address:</b>	<i>1122 Budapest, Székács utca 29.</i>
<b>Authority of Registration:</b>	<i>Fővárosi Törvényszék Cégbírósága</i>
<b>Business Registration Number:</b>	<i>01-09-285175</i>
<b>Tax Number:</b>	<i>25714009-2-43</i>
<b>E-mail:</b>	<i>tickets@brainbar.com</i>

Particulars of Provider of computerised ticket purchase system being at the same time the company participating in ticket purchase (hereinafter: Provider):

<b>Provider's name:</b>	<i>Barion Payment Zrt</i>
<b>Seat and Postal Address:</b>	<i>1117 Budapest, Infopark sétány 1. I. ép. 5. em. 5.</i>
<b>Authority of Registration:</b>	<i>Fővárosi Törvényszék Cégbírósága</i>
<b>Business Registration Number:</b>	<i>01-10-048552</i>
<b>Tax Number:</b>	<i>25353192-2-43</i>
<b>Telephone:</b>	<i>+36 1 464 7099</i>

1. Present GTC specify terms and conditions between Organizer, Provider (Organizer and Provider together hereinafter: Ticket Vendor) and the natural or legal person using the present Internet platform (hereinafter: Purchaser) relevant to the use of service regarding the purchase of tickets and passes (hereinafter: Tickets) to the Event, and the rights and obligations between the parties.
2. Provider operates an online Internet system (hereinafter: System) to facilitate the purchase of tickets and passes to various events and the relevant online sales of products and services, respectively.
3. The Tickets are sold to the Purchasers through the System by the Organizer. Provider participates as the liaison (agent) of the Event Organizer. Provider does not participate in the organization and implementation of the Event, its activity and responsibility is limited solely to the participation in the sales of Tickets as a liaison (agent). The implementation of the Event, as communicated, is the obligation of the Event Organizer whose particulars are included in the data sheet of the Event, the Ticket, as well as the invoice received on ticket purchase. Provider does not take any responsibility for the acting of artists or other performers appearing in the Event visited with the Ticket purchased, furthermore, for the quality, implementation, realization or cancellation of the performance or talk. As the Provider participates as a liaison in the sales of Tickets valid for the Events as well as the relevant services, the invoice for the countervalue is issued by the Organizer of the Event.
4. The services and products in the present GTC can be purchased by legal entities or natural persons over the age of 18, respectively. Providing any personal data means, at the same time, the legal declaration of Purchaser as to being over the age of 18. Purchaser accepts the provisions of the present GTC by pressing the 'Buy' or 'Order with Obligation of Payment' keys. With the conclusion of the contract, Purchaser declares that the terms and conditions included in the present GTC – with special regard to the information in Point II of GTC – have been taken note of and accepted as obligatory to them.
5. The contract concluded is constituted as a written contract. The conclusion of the contract is certified by the data relevant to the purchase provided and electronically saved by the Purchaser,

which data are saved and guarded by the Organizer until the deadline defined in the legal provisions of accounting and taxation. The data typed by the Purchaser, the data regarding the product and guarded in the Organizer's System, the confirmation of the transaction as well as the wording of the GTC respectively, form together the written contract as a whole. The written contract is not filed by the Organizer separately, however, they assure that the governing text of the GTC of the day as well as the data and confirmation defined in the previous sentence are safeguarded according to the rules made possible by GDPR.

6. Organizer informs Purchaser and Purchaser explicitly accepts that Organizer has the right to modify GTC without prejudice. In case of modification, Organizer informs Purchaser by publishing it on their website.

## **II. Information prior to concluding a contract, according to Act No 45/2014. (II. 26) paragraph. 11., relevant to distance contracts**

1. Dear Customers, Please kindly be aware of and accept the following:
  - The essential features of the Event connected to ticket purchase can be found on the website. (brainbar.com). Comprehensive information can be found on the website about the currently available tickets and their prices. Prices include VAT. The Purchaser can see all data without registration, on the website of the Organizer.
  - The name and contact (seat, postal address, telephone number, electronic mail address) of the Ticket Vendor are included in Point I. of GTC. The name and other identification data of the Organizer can be found on the Ticket and on the invoice.
  - The venue of the Ticket Vendor's business activity is the seat defined in Point I. Customers can send their complaints to any of the Ticket Vendor's contact addresses. Rules relevant to complaint handling are included in the present GTC, in Point XI.
  - The full amount of the countervalue for the contracted product or service, respectively, containing VAT, is shown on the purchase platform, where the gross ticket prices, handling charges and possible transport fees are presented. In addition to the gross prices shown here, the customer shall not have any additional costs. The amount of the countervalue includes all the costs relevant to the purchase in question.
  - The contract between the Ticket Vendor and the Purchaser is created for definite duration of time until the date of the Event (Until the end of the day that can be attended with the Event Ticket). The Organizer does not apply any contracts for indefinite duration of time or float fee contracts. The contract shall not be modified to be valid for an undetermined period of time.
  - As the countervalue of the Internet, mobile or other electronic connection (cell phone, telephone, computer, etc.), possibly a special method of payment (e.g.: mobile payment) for the sake of implementing the purchase, on the basis of the Purchaser's individual subscription or other contract, their telecommunications provider may charge a fee. The Ticket Vendor itself, however, does not apply any premium rate service.
  - The prices presented include the full amount of the countervalue increased by tax, expressed in Hungarian Forint, that is, they include the amount of VAT. Due to the characteristics of the service there is no possibility for presenting unit prices. If the Purchaser is to pay handling fee for using the System, the System will show it exactly, during the purchasing process. The handling fee is the fee for the service of the Provider, it is not the amount calculated because of using a bank card or other methods of payment. The selected methods of payment may induce further costs that are shown exactly by the System. The total amount of the countervalue includes all the costs. Payment and delivery of the electronic ticket to the e-mail inbox given by the Purchaser is practically performed in real time, instantly. There is no possibility to deliver e-tickets, they are sent by the Provider electronically. Fulfilment of the service is automatic, the deadline of fulfilment is immediate.

- Information on the conditions of exercising withdrawal and termination rights to which customers are entitled is included in Point VII of the present GTC.
- Rules regarding warranty in respect of defects and products warranties are detailed in Point VII of the present GTC
- The Ticket Vendor does not perform transactions in the course of which, due to exercising customer's right of withdrawal and termination, customer would be obliged to reimburse Ticket Vendor's reasonable costs.
- In the course of the purchasing process, Purchaser does not have any obligations apart from the settlement of the countervalue. The Purchaser does not provide any deposit or other financial collateral for the Ticket Vendor.
- For the sake of the operation of digital data content and technical protection, Organizer stores the data content on several hard discs on servers equipped with security systems. In case any of the hard discs get damaged, the system remains fully operational even with the remaining hard discs. Regular data backup of the full data content is performed, thus, in case of a problem, the original data content can be restored.
- Organizer stores the upcoming data in MySQL data basis. Sensitive data are stored with encryption of appropriate strength.
- In case of a possibly arising legal dispute between Purchaser and Ticket Vendor, Purchaser is entitled to initiate out-of-court settlement through any of the contacts defined in the present GTC.
- It is possible to settle disputes (customers' dispute) in out-of-court settlement between customer and company relevant to product quality and safety, the application of product liability rules, service quality, furthermore the conclusion and fulfilment of the contract between the parties, before a Panel of Conciliation. The name of the Panel of Conciliation competent according to the seat of Ticket Vendor is: Budapesti Békéltető Testület, (Budapest Panel of Conciliation) seat: 1016 Budapest, Krisztina krt. 99. III. em. 310., postal address: 1253 Budapest, Pf.: 10.

### **III. Confidentiality**

1. Provider is entitled to reject Purchaser's order in a justified case, especially in the case of receiving false or incorrect data and any kind of abuse of System or Tickets, respectively.
2. Purchaser is held fully liable in connection with their user name-password pair to their account and all types of purchases and activities through it, respectively.
3. Purchaser declares that their data have been provided in true manner on Organizer's website and in the System, respectively. Ticket Vendor excludes liability for damage due to misused, incorrect or false data or e-mail address given during purchase. Provider and Organizer are liable for fulfilment and invoicing according to the data provided. Ticket Vendor is entitled to delete obviously misused or false data, furthermore, they have the right to check Purchaser's authenticity. In case Organizer issues Tickets to individual names, with those not being transferable, Provider is entitled to check Purchaser's data in compliance with the way required by Organizer.
4. Ticket Vendor handles Purchaser's data primarily for the purpose of fulfilment of the contract concluded with Purchaser.
5. In the course of purchase, Purchaser (on the so-called Basket side) has the possibility to modify or delete the content of the basket. Payment - depending on the selected method of payment - is

made on Provider's platform. After payment there is no possibility for modifying or deleting the order.

In case of online purchase, on the official website of Event, Barion Payment Zrt. provides safe online payment. The General Terms and Conditions and confidentiality information of Barion Payment Zrt. can be seen on <https://www.barion.com/hu/jogi-informaciok/> website. The bank card data of ticket purchaser do not get to Organizer. On payment by bank card, Purchaser is redirected to the payment page of Barion System, thus, payment is made directly on the site run by them and operating in compliance with the rules and safety requirements of international card companies. In the course of online purchase, the basket content is passed on to Barion Payment Zrt.

Organizer declares that in case of payment by bank card, no personal data whatsoever necessary for the payment transaction are handled, collected, stored and they have no access whatsoever to these data in any way. Furthermore, as for handling personal data, the provisions on Data Processing on Organizer's website ([www.brainbar.com/GTC](http://www.brainbar.com/GTC)) are governing.

6. Regarding handling and storage of personal data, Organizer and Provider as well as possible data processors address them with reasonable care. For possible damage caused by attacks despite reasonable care, however, Organizer, Provider and data processors cannot be held liable.

#### **IV. Process of online ticket purchase**

1. Settlement of the order's countervalue is possible according to the ways defined in the System. Settlement of the order's value is due when the order has been sent by Purchaser to Provider. The order's value is debited to the account attached to the bank card given by Purchaser. Organizer hereby informs Purchaser that all that is performed by them is redirecting activity between Purchaser and Provider operating the payment platform, therefore they do not participate in any way or to any extent in implementing the payment transaction.

For bank card payment, the applied Internet browser has to support SSL encryption. Provider, in case of successful transaction, immediately blocks the amount on the card and automatically notifies Organizer. Please, do not close browser window during the payment process!

2. After successful payment, ticket purchase takes place instantly, in real time and Purchaser receives the Ticket ordered in electronic form. In this way, Purchaser receives in 48 hours a confirmation of order and an e-mail (or other type of electronic message) confirming and containing the Ticket.
3. In case Purchaser should not receive the purchased tickets in a few minutes after purchasing, the cause of this may be a probable connection failure. It is important that in this case Purchaser should not repeat the transaction, but immediately get in touch with the Customer Service of Provider who addresses the problem. At the same time, in case Purchaser did not receive confirmation of the order in 48 hours, they are released from obligation of offer, thus, their order does not bind them and they are not obliged to pay for it and take it over.

#### **V. Price, Terms of Payment and Delivery**

1. Detailed regulations as to settlement of price, methods of payment are included in Organizer's GTC.
2. For possible failures emerging through bank payment Ticket Vendor cannot be held liable.
3. The automatic confirming e-mail certifying purchase is sent by Provider to the e-mail address given by Purchaser. It is Purchaser who is held liable for any damage due to providing wrong e-mail address.

4. Determination of Ticket prices is conferred solely on Organizer. Organizer reserves the right to change the Ticket price at any time. The right to modify prices does not apply to already initiated purchases.
5. There is no possibility to book without payment. Payment and delivery of electronic tickets to the e-mail inbox given by Purchaser is practically done in real time. There is no possibility for physically delivering e-tickets, they are delivered electronically by Provider. Fulfilment of service is automatic.
6. Electronic certificates of purchase are stored at Provider's own seat, at the server park appropriate for storing servers, respectively, while invoices in electronic form are safeguarded on the server of the Event Organizer's own at their seat.

## **VI. Ticket types**

1. **E-ticket.** Following the purchase, Provider sends an e-mail to the e-mail address given by the Purchaser, which is in the form of a link to be clicked on, or is an attachment, or is on a so-called landing page containing the e-ticket. The e-ticket is a full - value electronic ticket. The series of numbers and bar code on the e-ticket contains all the necessary information for electronic entry. The bar code can be checked electronically also on the venue of the Event.
2. **Self-printed ticket** For consequences and damage deriving from loss, theft, defective printing, copying, multiple printing, it is solely Purchaser who is held liable. Entry is made according to the first validation. Thus, the first ticket is valid that was accepted for entry with the given bar code by the Event Organizer's entry system. All further attempts of entry are invalid and therefore become ineffective, consequently, the presenter of such ticket can be rejected to enter independently of the fact that the person presenting it is the same as the one originally purchasing the e-ticket.

## **VII. Right of withdrawal and termination, warranty in respect of defects and product warranty**

1. Purchase can be interrupted at any time without consequences before clicking 'Pay' or 'Order with the obligation of Payment' keys. Purchaser, according to Government Decree No. 45/2014. (II.26.)29. §. Paragraph (1) point 1) , cannot exercise their right of withdrawal or termination, respectively, if the Ticket to the Event is valid for a given date (given day or deadline). In this case, Ticket Vendor is not in the position to either redeem the Ticket or reimburse the value of the purchase. (Except for the case if the talk is cancelled.)
2. Purchaser can claim warranty in respect of defects and product warranty defined in Act V. of 2013. on the Civil Code. Regarding the characteristics of the product as of the present GTC, claims relevant to warranty in respect of defects and product warranty, can be interpreted in a rather narrow sense.

### **2.1. Warranty in respect of defects**

In case of defective fulfilment of Ticket Vendor, Purchaser can seek claims of warranty against the company/ as of the following:

They can request correction or replacement, except for the case when fulfilment of claim selected from these is impossible or it would mean disproportionate additional costs for the company, compared to the fulfilment of other claim of theirs. If correction or replacement was not requested, or could not be requested, respectively, the proportionate reduction of countervalue can be claimed or the defect can be repaired by the Purchaser at company's cost or Purchaser can get someone else to repair it, respectively, or – as a last resort – they can withdraw from the contract. Purchaser can change from their selected right of warranty to other, the cost of which change, however, shall be borne by Purchaser, except for the case when it was justified or it was the company that gave grounds for it.

Purchaser shall communicate the defect immediately after having discovered it, but not later than within the period of two months after discovering the defect. At the same time, Purchaser cannot seek legal proceedings regarding their rights of warranty after the two-year limitation period from fulfilment of the contract.

Within six months from fulfilment, apart from communicating the defect, there is no other condition of seeking legal proceedings regarding warranty in respect of defects if it is certified that the product or service, respectively, was provided by Ticket Vendor. Following the six months after fulfilment, however, Purchaser shall prove that the defect discovered by them had already existed at the date of fulfilment.

## 2.2. Product warranty

In case of defect of goods (product) Purchaser – as to their choice – can seek legal proceedings regarding warranty in respect of defects or product warranty.

As a claim for Product warranty, only the repair or replacement of defective goods can be requested.

The product is defective when it does not meet the quality requirements effective at marketing or it does not have the features described in the manual provided by the manufacturer.

Claim for product warranty can be sought in two years from the product being marketed by the manufacturer. The right to do this is lost past this deadline.

Claim for product warranty can exclusively be exercised against the manufacturer or distributor of the goods. In case of product warranty claim, it is the Purchaser who shall prove the defect of the product.

## VIII. Limitations of service

1. Purchaser takes note that due to the nature of Internet, the continuous operation of the System may be interrupted without the preliminary information and intent of Ticket Vendor. Ticket Vendor therefore does not guarantee the error-free and uninterrupted service and operation of the website connected to it, or that access to the service or website will be continuous and error-free, respectively.
2. Ticket Vendor has the right, for the sake of the maintenance of the System and the website, or owing to other security principles, to partially or fully interrupt ticket sales without giving any preliminary information or notice.
3. It is for damage exclusively caused by Organizer through seriously negligent fault that they can be held liable. The extent of liability cannot exceed the value of purchase transaction.
4. Purchaser takes note that Organizer shall not be liable for any damage or abuse that arise through or in consequence of payment by bank card.
5. Organizer excludes liability for all damage caused by Purchaser or third party owing to activity breaching contract or being illegal or due to omissions.

## IX. Rules relevant to Event

1. As for participation in Event, legal relationship and obligation of service becomes effective between the person presenting the Ticket and the Organizer defined in the invoice, respectively. This legal relationship is defined by the regulations found on the official website of the Event and Organizer of the event, respectively.

2. If no other information is written on the Ticket, the Ticket gives the right of entry to the Event shown on it on one single occasion to the person presenting it, that is, for one person. It is not possible to replace the ticket in case of loss, damage or destruction.
3. The starting time shown on the Ticket is of informative nature, with the actual starting time being probably different.
4. The Ticket may contain digital or other security features that protect the Ticket against counterfeiting. If Organizer or security service operating on the venue of Event notice that the security elements on the Ticket are damaged or defective, they assume that there are signs of intent damage or they consider the Ticket to be reproduced or copied, they can refuse entry for the person presenting the Ticket, or can ask them to leave the area of Event. In case of refusal of access with such justification, Purchaser cannot seek legal proceedings for claim for compensation against Organizer.
5. Certain Tickets give the right of entry only to certain groups of users (children's ticket, adult's ticket, etc.) The existence of right is not investigated by Provider on purchase. Event Organizer is entitled to check through security service if the presenter of Ticket is entitled to use the special Ticket. Entry can be refused as long as right of use is not certified by presenter of Ticket. In case of exclusion for this reason, purchaser of Ticket or presenter of Ticket is not entitled to receive damages.
6. Event can be attended only on participants' own responsibility. Organizer of Event makes every reasonable effort for the sake of safe and compliant implementation, Ticket Vendor cannot be held liable for any visitor behaving in a probably irresponsible, illegitimate way. Under the impact of stupor, drugs or any other mind-altering substance no person can attend Event even by presenting a valid Ticket.
7. Visitors breaching conditions of participation, the regulations of the institute serving as the venue of Event, respectively, or the instructions of security service and other bodies of law enforcement, can be removed by Event Organizer for the sake of the safe implementation of Event and for providing the undisturbed entertainment of visitors attending the Event. In case of exclusion for such reason, Organizer can not be obliged to pay damages.
8. Event Organizer reserves the right to reasonably modify the list of persons as performing artists, participants, speakers, etc. programme points and Event, respectively.
9. In case of possible circumvention of Event, Ticket Vendor makes every reasonable effort in order to inform Purchaser and facilitate redemption of tickets.
10. Purchaser takes note that in case of cancellation of Event it is Event Organizer who defines the process of ticket redemption, venue and deadline. Redemption is possible ***within a maximum of 30 (thirty) days of limitation period*** after announcement, given by Event Organizer, by presenting the original ticket and receipt/invoice certifying purchase. In addition to the price of the Ticket, - which is to be fully redeemed as to its value by the person making redemption - neither Organizer, nor the person making redemption is obliged to refund assumed or real damage or expense of any kind. Except for any case when Event is cancelled due to reasons attributable to Organizer, it is not possible to redeem Tickets.
11. It is not considered to be breach of contract if any of the Parties cannot fulfill their contractual obligation owing to force majeure, that is in case of force majeure parties are not liable for damages. Force majeure is the circumstance that cannot be foreseen and cannot be safely addressed with human force, especially, but not exclusively, war, natural occurrence, terrorist offence, major strike, disaster affecting masses, ***epidemic (pandemic), in case of force majeure, or other case, measures and regulations ordered by the Government***, which do not directly depend on Parties' will and directly prohibit the party from fulfilling their contractual obligation.

## **X. Intellectual property**

1. All trademarks presented on the present website form exclusive property of Organizer or other property right holders, respectively. These trademarks cannot be used, distributed or published by third party in any way without the explicit and prior written approval of Organizer or other property right holders.
2. Content on the website is under copyright protection, copyrights relevant to it are possessed by Organizer. Content, materials, photos and other documents cannot be used, copied, distributed and published by third parties without the explicit prior written approval of Organizer.

#### **XI. Complaint handling**

1. Purchaser's complaints relevant to service under the present GTC can be submitted at the contact, presented in Point I. of Organizer's GTC.
2. Purchaser can communicate their complaint directly relevant to the service detailed in the present GTC, either orally or in writing, with Organizer. Organizer addresses the oral complaint instantly and, if possible, remedies it immediately. If Purchaser does not approve of the handling of complaint, or instant investigation of the complaint is not possible, Ticket Vendor shall, without delay, take minutes of the complaint as well as of their standpoint relevant to it, and a copy of the minutes shall be personally handed over to Purchaser on the spot, in case of a complaint communicated personally, while, in case of a complaint communicated through telephone or by using other electronic news service, the minutes shall be sent to Purchaser together with the reply with merits, at the latest.
3. The written complaint is replied by Organizer in writing within thirty days of receiving it and sends it to Purchaser, primarily to the e-mail address given by Purchaser. Organizer shall justify their standpoint refusing the complaint. In case of refusing the complaint, Organizer shall inform Purchaser in writing of the authority or panel of conciliation the proceedings of which can be initiated depending on the feature of complaint. The postal address of the competent authority or panel of conciliation relevant to the seat of Organizer shall be provided.
4. Organizer does not perform any public service activity, thus, is not subject to special laws relevant to providers performing such activities (operation of special customer service, prolonged opening hours, preliminary appointment-making, continuous accessibility, five-minute log-in time, rapporteur for purchaser protection, etc.)
5. Purchaser shall turn to Provider with their complaint in connection with the ticket purchase. (Relevant to the actual process of purchase).

#### **XII. Final provisions**

1. The present GTC was written in Hungarian and English language, in its interpretation as well as in the issues not regulated in the GTC, the rules of Hungarian law are governing.

***Valid and applicable from: 1st May 2020***