

GENERAL TERMS AND CONDITIONS (GTC)

I. General provisions

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

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

1. The present GTC defines terms and conditions between Organizer and the natural person- teacher and student (hereinafter: Participant) using the present Internet platform, and of using free tickets and passes (hereinafter: Tickets) to the Event, as well as rights and obligations between the parties. According to the present GTC, the person possessing a valid student card at the time of filling in the questionnaire, qualifies as student, and the person possessing a valid pedagogue's certification at the time of filling in the questionnaire, qualifies as teacher.
2. Organizer, in case of students and teachers voluntarily filling in the questionnaire found on the website, provides free Tickets according to the content of the present GTC.
3. Organizer operates an online Internet system (hereinafter: System) to facilitate acquisition of free tickets and passes for teachers and students to the Event.
4. Free Tickets requested through the System for Participant are provided by Event Organizer. The implementation of Event as announced is the obligation of the organizer of the event whose particulars are included in the Event data sheet and the Ticket.
5. Services as in the present GTC can be received by natural persons over the age of 16. Participant accepts the provisions of the present GTC by pressing the 'check-box' key on the website. After concluding the contract, Participant declares that they took note of and accepted as obligatory to themselves the terms and conditions in the present GTC – thus, especially the information included in Point II of GTC.
6. The contract concluded qualifies as a written one, the conclusion of the contract is certified by the particulars given by Participant and electronically saved, which particulars are safeguarded by Organizer for one year after conclusion of contract. The data typed by Participant, data relevant to the product and safeguarded in the system of the Organizer, confirmation of the transaction and the wording of GTC, respectively, form together the written contract. The contract concluded is not separately filed by Organizer, but ensures the safeguarding, made possible by the rules of GDPR, of the wording of GTC of the day as well as the data and confirmations mentioned in the previous sentence.
7. Organizer informs Participant and Participant explicitly takes note that Organizer is entitled to modify GTC without prejudice. In case of modification of GTC, Organizer informs Participant by publishing it on its website.

II. Prior information relevant to conclusion of distance contracts as per Government Decree 45/2014. (II. 26) paragraph 11. on distance contracts

1. Dear Participants, we request you to kindly take note of and accept the following:
 - The essential features of the Event in question can be found on the website of the Event. (www.brainbar.com). Comprehensive information can be found on the website on the tickets currently available as well as on their prices. Prices include VAT. Participant can see all particulars on Organizer's website, without registration.
 - The name and contact (seat, postal address, telephone number, e-mail address) of the Organizer are included in Point I of GTC. The name and other identifying particulars of the Organizer are found on the Ticket as well as on the invoice/receipt.
 - The place of Organizer's business activity is the seat shown in Point I. Customer can address their complaint to any of the contacts presented in Point I. Regulations relevant to complaint handling are presented in Point XI of the present GTC.
 - 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 financial reward includes all the costs relevant to the purchase in question.
 - The contract between the Organizer and the Participant is concluded 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, nor 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 Participant's individual subscription or other contract, their telecommunications provider may charge a fee. The Organizer itself, however, does not apply any premium rate service.
 - The prices presented include the full amount of the financial reward increased by tax, expressed in Hungarian Forint, that is, they include the amount of VAT. Due to the nature of service there is no possibility for presenting unit prices. If the Participant 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. There is no possibility to deliver e-tickets, they are sent by the Provider electronically.
 - Information relevant to the conditions of exercising rights of withdrawal and termination of the customer is included in Point VII of the present GTC.
 - Rules relevant to guarantee against defects and product warranty are detailed in Point VII of the present GTC.
 - Organizer does not perform transactions through the course of which due to the exercise of rights of withdrawal and termination customer would be obliged to reimburse Organizer's reasonable costs.
 - In the course of purchase/request, Participant does not have any obligations apart from paying the countervalue (filling in the questionnaire and sending it). Participant does not provide any deposit or other collateral for Organizer.
 - For the sake of the operation of the 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 Participant and Organizer, Participant 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 Organizer 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 Participant'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. Participant 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. Participant declares that their data have been given in true manner on Organizer's website and in the System, respectively. Organizer excludes liability for damages 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 given by Participant. Organizer is entitled to delete obviously misused or false data, furthermore, they have the right to check Participant's authenticity. In case Organizer issues Tickets to individual names, those not being transferable, Provider is entitled to check Participant's data in compliance with the way required by Organizer.

4. Organizer handles Participant's data primarily for the purpose of fulfilment of the contract concluded with Purchaser.

5. Relevant to handling, storing personal data, Organizer and the possible data processors address them with reasonable care. For possible damages caused by attacks despite reasonable care, however, Organizer, provider and data processors cannot be held liable.

IV. The process of request for free tickets

1. It is possible to request free Tickets, by filling in the questionnaire on the website (<https://www.surveymonkey.com/r/QPPT6L3>) in a valid way and by sending it to Organizer by pressing the 'Done' key.

2. Organizer reviews and checks questionnaires after receiving them to see if they were filled in a valid way. After checking the questionnaires, within 14 days before the starting day of the Event at the latest, Organizer sends confirmation to inform if the submitter of the questionnaire is entitled to receive a free ticket.

3. If Participant is entitled to the free Ticket, the Ticket is sent by Organizer by e-mail to Participant prior to the starting day of Event.

4. The Participant who is not entitled to the free Ticket according to the above, can purchase it on the attached link: (<https://brainbar.com/tickets>), according to the conditions defined there.
5. The questionnaire is valid if Participant provides replies that are worth of assessment and accepts the present GTC and Confidentiality Information, respectively.
6. The e-mail confirming request is sent by Organizer to the e-mail address given by Participant. For all damage deriving from providing incorrect e-mail address, Participant is held liable.
7. 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.
8. Electronic certificates of request are stored at Organizer'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 request, Organizer sends an e-mail to the e-mail address given by the Participant, 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 Participant 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. Request can be interrupted at any time, without consequences by clicking key'X'. Participant cannot exercise their right of withdrawal or termination if the Ticket to the Event is valid for a given date (given day or deadline). In this case, Organizer is not in the position to either redeem the Ticket or reimburse the value of the purchase.
2. In this case Organizer is not in the position to redeem the Ticket or reimburse the value of purchase.
3. Participant can claim warranty in respect of defects and product warranty defined in Act V. of 2013. on the Civil Code. Regarding the nature 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 Organizer, Participant 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 Participant at enterprise's

cost or Participant can get someone else to repair it, respectively, or – as a last resort – they can withdraw from the contract. Participant can change from their selected warranty to other, the cost of which change, however, shall be borne by Participant, except for the case when it was justified or it was the enterprise that gave grounds for it.

Participant 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, Participant cannot seek legal proceedings regarding their warranty rights 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 rights if it is certified that the product or service, respectively, was provided by Organizer. Following the six months after fulfilment, however, Participant 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) Participant – as to their choice – can seek legal proceedings regarding 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 Participant who shall prove the defect of the product.

VIII. Limitations of service

1. Participant 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 Organizer. Organizer 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. Organizer has the right, for the sake of 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. Organizer excludes liability for all damage caused by Participant 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, Participant 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 checked 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 does their best 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 possible circumvention of Event, Organizer makes every reasonable effort in order to inform Participant of their rights and obligations.
10. Participant takes note that in case of cancellation there is no possibility to redeem tickets due to the fact that they are free.
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 held 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. Participant's complaints relevant to service under the present GTC can be submitted at the contact presented in Point I. of Organizer's GTC
2. Participant 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 Participant does not approve of the handling of complaint, or instant investigation of the complaint is not possible, Organizer 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 Participant 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 Participant 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 Participant. Organizer shall justify their standpoint refusing the complaint. In case of refusing the complaint, Organizer shall inform Participant 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 transaction log, rapporteur for purchaser protection, etc.)
5. Participant 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 April 2020