



## GENERAL TERMS AND CONDITIONS

FOR THE PURCHASE OF TICKETS AND THE USE OF BUSINESS SEATS AND RELATED SERVICES

**Effective from: 28 April 2021**

<b>Definitions:</b> .....	<b>3</b>
<b>I. GENERAL RULES</b> .....	<b>4</b>
1. Subject of the contract .....	4
2. Common rules for buying tickets .....	5
3. Buying tickets electronically - to the FTC fan sector	6
4. Buying tickets in person - to the FTC fans sector .....	7
5. Buying tickets to the visitor sector .....	7
6. Rules for entering the Arena .....	7
7. Hospitality services, other services .....	8
8. Term and termination of the Contract .....	8
<b>II. DIFFERENT RULES FOR BUYERS OF BUSINESS SEATS</b> .....	<b>8</b>
1. General provisions .....	8
2. Priority right .....	9
3. Placement of name or company logo .....	10
4. FTC Business Club membership .....	10
5. Term and termination of the contract .....	10
6. Confidentiality .....	11
7. Contacts .....	11
8. Different rules for consumers .....	12
<b>III. MISCELLANEOUS PROVISIONS</b> .....	<b>13</b>

**Definitions:**

<b>Arena</b>	means the stadium named Groupama Arena and located at 1091 Budapest, Üllői út 129., Hungary.
<b>GTC</b>	means this document, which sets out the general terms and conditions governing the legal relationship between SPORTFIVE as the seller and the Customer as the buyer, which is established through the conclusion of the Contract.
<b>Ticket</b>	means a document issued by SPORTFIVE or its agent, either electronically or on paper, giving access to the Event indicated on the Ticket.
<b>Pass</b>	means the document (plastic card) or, in the absence of a document, the possibility to take over Tickets, which entitles the holder to receive the Ticket(s) for the Event(s) to be held during the Season in one or more Championships as defined in the Contract.
<b>Consumer</b>	means any natural person acting for purposes that are outside his trade, business or profession.
<b>FTC</b>	means for Ferencvárosi Torna Club Sports Club.
<b>FTC Zrt.</b>	means FTC Labdarúgó Zártkörűen Működő Részvénytársaság (registered address: 1091 Budapest, Üllői út 129., Court of registration: Court of Registration Regional Court of Budapest, company registration number: 01-10-044877, tax number: 12956661-2-43).
<b>Field Rules</b>	means the field rules of the Arena Rules, available on the Website and in the Arena.
<b>Website</b>	means the <a href="http://www.meccsjegy.fradi.hu">http://www.meccsjegy.fradi.hu</a> website, together with its subsites. The Website is operated by Magyar Telekom DataPlex server house (Magyar Telekom Nyrt., 1013 Budapest, Krisztina krt. 55., postal address: 1541 Budapest, tel.: +36-1- 458-000, fax: +36-1458-7176, <a href="http://www.telekom.hu">www.telekom.hu</a> ).
<b>HFA</b>	means the Hungarian Football Association.
<b>HFA Website</b>	means the <a href="http://www.meccsjegy.mlsz.hu">http://www.meccsjegy.mlsz.hu</a> website.
<b>Civil Code</b>	means Act V of 2013 on the Civil Code.
<b>Event</b>	means a Champions League or Europa League match, a friendly match, a Hungarian Cup match, a Hungarian national team match or an OTP Bank League match taking place in the Arena.
<b>Champions League Match or Europa League Match</b>	means a home match of the FTC team in any adult men's large-field football competition system under the Union of European Football Associations' competition regulations to be played in the relevant Season, regardless of the name used during the term of the Contract, if it is played in the Arena.
<b>Friendly Match</b>	means a football match of the FTC adult men's football team to be played in a given Season in the Arena, provided that it is not played in the framework of the above-mentioned competition.
<b>Hungarian Cup Match</b>	means all home matches of the FTC team to be played in the HFA Men's Adult Large-field Football Hungarian Cup in the relevant Season, regardless of the name of the Hungarian Cup used during the term of the Contract if the match is played in the Arena. An exception is the Hungarian Cup final, which is organised and hosted by the HFA according to the HFA competition regulations.

<b>Hungarian National Team Match</b>	means a home match of the HFA adult men's large-field national football team, irrespective of the competition or the friendly nature of the match, if it is played in the Arena.
<b>OTP Bank League Match</b>	means all home matches of the FTC team in the National League of the HFA, Division I, men's adult large-field football championship to be played in the current Season, regardless of the name of the championship used during the term of the Contract, if the match is played in the Arena.
<b>Other Events</b>	means any event taking place in the Arena other than any event organised by SPORTFIVE as the organiser (rightsholder).
<b>SPORTFIVE</b>	means SPORTFIVE Hungary Korlátolt Felelősségű Társaság (registered address: 1091 Budapest, Üllői út 129., Court of registration: Court of Registration Regional Court of Budapest, company registration number: 01-09-187952, tax number: 24892814-2-43, Telephone number +36-1-4552300: Email address: stadion@groupamaarena.com).
<b>Sports Act</b>	means Act I of 2004 on Sports.
<b>Sector</b>	means a sector or sectors, irrespective of the name or designation, of a specific category within the Arena.
<b>Contract</b>	means the Contract between SPORTFIVE as the seller and the Customer as the buyer in respect of the Passes or Tickets selected by the Customer.
<b>Contracting Parties</b>	means SPORTFIVE and the Customer(s).
<b>Season</b>	means the one-year period from 1 July of a calendar year to 30 June of the following calendar year.
<b>Fan Card</b>	is a photo identification card issued by FTC Zrt. on the basis of Section 72/A (1) of the Sports Act, which entitles the holder to discounts.
<b>Business Seat</b>	means the seat(s) in the VIP sector.
<b>Customer</b>	means a natural person who enters into the Contract with SPORTFIVE as the seller, to whom the Ticket is transferred after the conclusion of the Contract in accordance with the provisions of these GTC.
<b>Purchase Price</b>	means the consideration payable by the Customer for the Tickets or Passes specified in the Contract.
<b>Government Decree</b>	means Government Decree No. 484/2020. (XI. 10.) on the second phase of protection measures to be applied during the emergency, as amended by Government Decree No. 194/2021. (IV. 26.).
<b>Person Protected Against The Coronavirus</b>	means a person who proves this by presenting an official certificate in accordance with Government Decree No. 60/2021 (II. 12.) on the proof of immunity against the coronavirus.
<b>Immunity Certificate</b>	means the official certificate according to the Government Decree 60/2021. (II. 12.) on the proof of immunity against the coronavirus.

## I. GENERAL RULES

### 1. Subject of the contract

Based on the Contract, SPORTFIVE sells to the Customer the number of Passes or Tickets for the Event(s) to be held in the Arena, and the Customer is obliged to pay the Purchase Price specified in the Contract and to take over the Ticket(s) or Pass(es).

SPORTFIVE declares that, pursuant to the contract between FTC, FTC Zrt. and SPORTFIVE, it holds the right to operate the Arena, based on which SPORTFIVE is entitled to sell Passes and Tickets without restriction and to enter into the Contract.

## **2. Common rules for buying tickets**

- 2.1. Customers can purchase Tickets or Passes electronically or in person. Customers are fully responsible for the accuracy and completeness of the information provided by them when purchasing a Ticket or a Pass. The detailed rules on data processing are set out in the Data Processing Notice for ticket sales, which is available on the Website. In the case of electronic purchases, Customers accept the provisions of these GTC as binding by using the Website or the HFA Website, by personally expressing their intention to purchase a Ticket or a Pass.
- 2.2. In the event of grounds for exclusion specified in the Sports Act and other legislation, SPORTFIVE is entitled to unilaterally refuse to conclude the Contract prior to the conclusion of the Contract and to unilaterally refuse to perform the Contract after the conclusion of the Contract and to withdraw from the Contract with immediate effect, if the Contract is concluded. Customers are liable for all damages and costs incurred by SPORTFIVE as a result of the circumstances giving rise to the exercise of the right of withdrawal as set out in this clause and the exercise of the right of withdrawal.
- 2.3. The Purchase Price is usually set in HUF and includes the amount of value added tax (VAT). Customers are obliged to pay the Purchase Price in one lump sum by one of the payment methods (cash, bank card payment), depending on the method of contracting. SPORTFIVE reserves the right to modify the Purchase Price, but not with retroactive effect, and to offer discounts and other promotions prior to the conclusion of the Contract.
- 2.4. If the Purchase Price is specified in the Contract in Euro, the Purchase Price is payable, as agreed by the Contracting Parties, in Forint in such a way that the exchange rate is calculated by using the mid-rate of the Hungarian National Bank on the working day preceding the date of issue of the proforma invoice.
  - 2.4.1. An invoice will be issued following financial settlement,
  - 2.4.2. or payable in Euro to SPORTFIVE's Euro bank account.
- 2.5. Passes and Tickets are issued to the Customer in their name, i.e. they can be transferred to a third person only in person at the ticket office located in the Arena. A Pass or Ticket transferred in violation of this clause is invalid without the specific action of SPORTFIVE and shall not entitle the holder to enter the Event.
- 2.6. If the Event is cancelled for any reason, or if it is held with the exclusion of spectators or a limitation of the number of spectators, SPORTFIVE is entitled to unilaterally withdraw from the Contract with immediate effect, stating the reason for withdrawal. SPORTFIVE exercises its right of withdrawal by publishing a notice on the Website. In the event of exercising the right of withdrawal under this clause, SPORTFIVE shall refund the amount of the Ticket to the Customer within three working days.
- 2.7. If the Event is interrupted, the Ticket is valid for the repeated Event.
- 2.8. SPORTFIVE is also entitled to sell Tickets for a weekend round scheduled by the HFA in the preliminary competition calendar if the HFA has not yet specified the exact date and/or start time of the individual Events, but only either the Saturday or the Sunday on which the Event will take place. In such a case, SPORTFIVE shall indicate on the purchased Ticket the date of both the relevant Saturday and the relevant Sunday, and shall not be obliged to indicate the exact starting time (day, time) of the Event. SPORTFIVE shall inform the Customers of the exact time of the Event via its online contact details, as soon as it is set by the HFA.

In this case, the Ticket shall entitle the Purchaser to enter the Arena only on the day on which the Event is actually held, provided that the Customer is entitled to stay in the Arena from two (2) hours prior to the official start time of the Event until one (1) hour after the official closing time of the Event (however, pursuant to the Government Decree, until 23:00 regardless of the official closing time). Customers are obliged to leave the Arena one (1) hour after the official closing time of the Event (however, in accordance with the Government Decree, no later than 23:00 hours regardless of the official closing time). Customers are not entitled to withdraw from the Contract in these cases, either, i.e. Clause 8.2 of these GTC apply without limitation to these cases as well. By becoming familiar with these GTC, Customers expressly acknowledge the general terms and conditions set out in this Clause 2.8 as being materially different from usual contractual practice.

### **3. Buying tickets electronically - to the FTC fan sector**

- 3.1. Customers acknowledge that they are entitled to purchase Tickets or Passes to the FTC fan sector and to participate in the Event only if in possession of a Fan Card issued by FTC Zrt. The detailed rules for the Fan Card are set out in the General Terms and Conditions of FTC Zrt., which can be found at the following link: <http://www.meccsieggy.fradi.hu>
- 3.2. SPORTFIVE operates a Website to facilitate the purchase of Passes and Tickets. The contracting process and the language of the Contract is Hungarian. In the case of buying a Ticket or Pass on the Website, the contracting procedure is as follows:
  - 3.2.1. In order to use the Website to purchase a Pass or Ticket, the Customer shall first register on the Website by providing his/her name, email address and password. By registering, the Customer accepts the provisions of the GTC as binding on him/her.
  - 3.2.2. After registration, the Customer can log in to the sales interface on the Website using the e-mail address (username) and password provided during registration.
  - 3.2.3. Customers can select the appropriate Event after logging in to the Website and then selecting the seats corresponding to the Tickets they wish to purchase. Customers acknowledge that the different types of Fan Cards entitle them to purchase Tickets to different Sector(s).
  - 3.2.4. Before paying the Purchase Price, the Customer shall approve the Pass(es) to be purchased or the number of Ticket(s) corresponding to the selected seat(s).
  - 3.2.5. Customers can pay the Purchase Price by bank card via the SSL (secure) web interface of OTPDirekt.hu. The Customer is free to interrupt the contracting process until the Purchase Price is paid. Customers acknowledge that upon payment of the Purchase Price, the Contract is concluded between SPORTFIVE and the Customer in respect of the selected Pass(es) and Ticket(s).
  - 3.2.6. The Website will automatically notify the Customer of the result of the payment of the Purchase Price. The notification of the result of the payment of the Purchase Price is also the notification of the conclusion of the Contract. The Contract shall not be deemed to be in writing.
  - 3.2.7. In case payment of the Purchase Price is unsuccessful (card number mistype, insufficient card balance) or the Purchase Price is not paid, the Contract is concluded, but the Customer can repeat the contracting process set out in this chapter.
  - 3.2.8. After the payment of the Purchase Price, the Customer may collect the Ticket via the electronic interface available on the Website. The Customer shall present the Ticket received via the electronic interface either as a printed copy or on an electronic device (mobile phone, tablet) together with the Fan Card upon entry to the Event. Customers acknowledge that they are entitled to enter the Arena and participate in the Event only if in possession of a valid Ticket.
- 3.3 In exceptional cases, notwithstanding the rules of this Clause 3, the Customer can pre-register for a Fan Card on the Website and purchase the Ticket after pre-registration. In this case, it is not necessary to be in possession of the Fan Card to receive the Ticket electronically, but it is necessary to receive the pre-registered Fan Card at the Arena box office to participate in the Event. If, in this case, the Customer does not attend the Event and does not collect the Fan Card, he/she cannot request a refund of the Ticket price, however, the pre-registration of the Fan Card shall be maintained and the Fan Card can be collected at the Arena's ticket office for 90 days.

#### **4. Buying tickets in person - to FTC fans sector**

- 4.1. Customers can also purchase a Pass or a Ticket at the Arena ticket office during the opening hours determined by SPORTFIVE, in accordance with the ticketing conditions in force on the day in question.
- 4.2. Customers are entitled to pay the Purchase Price at the Arena's ticket office by cash or bankcard, or by using another cash substitute payment instrument accepted on the given day. Customers are entitled to receive the printed Pass or Ticket after payment of the Purchase Price.
- 4.3. Customers shall present the Ticket received in person together with the Fan Card upon entry to the Event. Customers acknowledge that they are entitled to enter the Arena and participate in the Event only if in possession of a valid Ticket.

#### **5. Buying tickets to the visitor sector**

- 5.1. Customers are entitled to purchase Tickets to the visitor sectors in the Arena in person at the ticket offices of the respective opponent football team or on the HFA Website.

#### **6. Rules for entering the Arena**

- 6.1. Customers are entitled to enter the Arena upon presentation of the Ticket and to remain there from two (2) hours prior to the official start time of the Event until one (1) hour after the official closing time of the Event (however, in accordance with the Government Decree, until 23:00 regardless of the official closing time). Customers are obliged to leave the Arena one (1) hour after the official closing time of the Event (however, in accordance with the Government Decree, no later than 23:00 hours regardless of the official closing time). SPORTFIVE is entitled to refuse entry to the Event in the cases specified in the Sports Act, the Field Rules and the Government Decree, respectively, to remove the Customer from the Event after entry in the cases specified in the Sports Act and the Field Rules.
- 6.2. According to the Government Decree, a Persons Protected Against the Coronavirus and persons under the age of 18 under their supervision may attend the Event as spectators. Customers acknowledge that Sportfive will refuse entry to Customers and prevent entry to Customers who do not provide proof of immunity against the coronavirus or proof of age. Proof is provided by presenting the Immunity Certificate. When proving immunity from the coronavirus, Customers may be separately requested to present an official document suitable for proving the identity indicated on the Immunity Certificate. Persons under 18 years of age (over 6 years) shall prove their age by presenting their identity card, passport, driving licence or student card. Verification of the age of a person under the age of 18 may be waived if the fact that the person is a minor is obvious.
- 6.3. Customers acknowledge that during the admission process, their identity may be checked and their clothing and luggage may be inspected in accordance with the provisions of the Sports Act, depending on the result of which SPORTFIVE or a person authorised by it may refuse entry, or remove the Customer from the Event after entry, and take away any items that cannot be taken to the Event.
- 6.4. Tickets can be collected by the Customers prior to the Event via the electronic interface available on the <http://www.meccsjegy.fradi.hu> website or, in case of tickets purchased to the visitor sector, on the <http://www.meccsjegy.mlsz.hu> website, respectively, in person at the Arena ticket office or, in the case of tickets purchased to the visitor sector, in the ticket office of the respective opponent football team during opening hours. In order to use the Service, Customers shall print the Ticket received via the electronic interface and present the printed Ticket or the Ticket issued on paper upon entry to the Event. Customers acknowledge that they are entitled to use the Service only if holding a valid and printed Ticket.

- 6.5. Customers have the right to use the common areas of the Arena that are reasonably related to the participation in the Event (in particular, the walkways, lifts, toilets), but not to enter any Sector other than the Sector specified on the Ticket.
- 6.6. In the Arena, Customers are obliged to comply with and accept as binding upon them and, in the case of a Customer who has contracted for a Business Seat, cause their invited guests to comply with the provisions of the Contract and the GTC, as well as the internal rules and regulations (including, in particular, the Field Rules) issued by SPORTFIVE or the Event organiser (in particular, FTC or the HFA) regarding the use of the Event and conduct in the Event area, and with respect to the validity and use of Tickets. These rules shall be posted on the Website and shall be sent to the Customer by SPORTFIVE by e-mail upon request.
- 6.7. While in the Arena and participating in the Event, Customers shall refrain from unnecessary disturbance of others, even if the applicable rules are observed, and in particular Customers shall not engage in any activity that disrupts or frustrates the Event or infringes upon or endangers the personal rights or property of the participants of the Event, or of those arriving at or leaving the Event.

## **7. Hospitality services, other services**

- 7.1. SPORTFIVE provides hospitality services in the Arena. Customers acknowledge and accept that SPORTFIVE will provide the hospitality service through the use of a subcontractor, with a different selection per Sector and per Event.
- 7.2. Customers acknowledge that SPORTFIVE is not obliged to provide seating in the designated hospitality area for the duration of the Event (table reservation), unless otherwise provided for in the Contract. Customers further acknowledge that Sportfive provides the hospitality and other services in accordance with the terms and conditions set out in the Government Decree and other applicable legislation.

## **8. Term and termination of the Contract**

- 8.1. The Contract is valid for the Event specified in the Ticket or, in the case of a Pass, for the Events specified in the Pass.
- 8.2. Customers acknowledge that in the case of the purchase of a Ticket or a Pass, the Customer has no right to withdraw from the Contract without giving a reason pursuant to Section 29 (1) paragraph (I) of Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and undertakings. The right to withdraw from the Contract is otherwise governed by the provisions of the Civil Code. In the case of a Ticket purchase, the Contracting Parties are not entitled to terminate the contract by ordinary notice.
- 8.3. In the cases specified in Clauses 1.2.2, 1.2.11 and 1.9.13 of these GTC, the Contract shall terminate with immediate effect.
- 8.4. In the event of termination of the Contract for any reason prior to the end of the respective contractual term, Customers shall immediately return all of their Passes and Tickets not covered by the Purchase Price, and SPORTFIVE shall be entitled to cancel such Passes and Tickets as of the date of termination of the

## **II. DIFFERENT RULES FOR BUYERS OF BUSINESS SEATS**

### **1. General provisions**

- 1.1. The Services related to each Sector are set out in Annex 1 to the GTC in force from time to time. The Contracting Parties are entitled to specify in the Contract any other Services in addition to the Services related to the Sector.



- 1.2. Customers declare that they have examined the VIP Sector, the chosen Sector, the Arena and their location, parameters and business opportunities in all respects and declare that they meet the Customer's expectations in all respects.
- 1.3. SPORTFIVE undertakes to notify the Customers of the Other Events and to act towards the organiser (rightsholder) to ensure that the Customer - in the event of his/her application (intention to participate) - can use the Service at the Other Event as well, within the widest range of conditions set out in the Contract. When concluding a contract with the organiser of the Other Event, SPORTFIVE shall endeavour to agree on conditions that enable the Customers to use the Service, even for a consideration (in particular, the purchase of a Ticket). Customers acknowledge that in the case of Other Events, the organiser (rightsholder) is entitled to decide whether it uses the Service and, accordingly, SPORTFIVE shall not be liable if the possibility of participation in the Other Event is cancelled for any reason.
- 1.4. If the Parties agree in the Contract for the Season to pay the Purchase Price in instalments and the Customer's delay in payment of any instalment exceeds 14 (fourteen) days, all payment obligations for the relevant Season foreseeable at the time of the delay shall be deemed to have expired and become payable in one instalment immediately.
- 1.5. If the Contract is valid for more than one Season, Customers acknowledge and agree that the Purchase Price shall be increased by 3% (three percent) in each Season without notice.
- 1.6. If the Contract is valid for more than one Season, SPORTFIVE is entitled to increase the fee for the following Season by more than the rate specified in clause II.1.5 of the GTC. SPORTFIVE is obliged to notify the Customers in writing of the fee increase by 15 March before the next Season. Customers may object in writing to the increase in the fee set out in this clause within 5 (five) calendar days of receipt of the notification. In the event of an objection, SPORTFIVE shall be entitled to terminate the Contract in writing within 15 (fifteen) days of receipt of the objection. Customers acknowledge that if they do not object to the increase in the fee set out in this clause within the time limit set out in this clause, the fee increase shall be considered accepted by the Customer. The new Purchase Price shall take effect on the first day of the next Season. If the Customer objects to the fee increase but SPORTFIVE does not exercise its right of termination, the Purchase Price shall be increased by the amount specified in clause II.1.5 of the GTC, unless otherwise agreed by the Contracting Parties.
- 1.7. Without prejudice to the right of termination provided for in clause II.1.6 of the GTC, SPORTFIVE is entitled to refuse entry to the Arena to the Customer and its invited guests who are in default of any payment obligation of the Customer under the Contract until the Customer has fulfilled his/her payment obligation. In such a case, SPORTFIVE shall notify the Customer in writing (including by e-mail) of the refusal of entry and parking.
- 1.8. The amount of the Purchase Price set out in the Contract includes the value of the Business Seats and Tickets, the overheads for the operation of the premises, the costs of final cleaning after the Event, the pre-agreed items of Arena's own furniture and fittings, and the one-time pre-agreed arrangement of the hall, but does not include any additional services (audio and visual equipment, event security, hostess service, catering service, need for extra furniture, CISCO Stadium Vision system, use of scoreboard, use of football field, lighting of the stadium football field).
- 1.9. Clauses I. 2.8. and I. 6.1. of the GTC notwithstanding, Customers who contracted for Business Seats and their invited guests are entitled to stay in the Arena from two (2) hours prior to the official start time of the Event until two (2) hours after the official end time of the Event (however, in accordance with the Government Decree, up to 23:00 hours regardless of the official end time), and they shall leave the Arena two (2) hours after the official closing time of the Event (however no later than 23:00 hours, regardless of the official closing time, in accordance with the Government Regulation).

## 2. **Priority right**

- 2.1. SPORTFIVE may grant priority right to use Services related to certain Events to the Customer who has contracted for a Business Seat.



- 2.2. SPORTFIVE shall inform the Customers who contracted for a Business Seat of the Events affected by the priority right immediately, but no later than within 3 days, after becoming aware of the holding of the Event in question. Unless otherwise provided for in the information or the Contract, Customers who contracted for a Business Seat are entitled to notify their intention to use the Service within 10 days of receiving the information or, if the period between the information and the Event is shorter, until the day before the Event. In the event of exercising the priority right, the Customer who contracted for a Business Seat shall indicate the number of Tickets intended to be purchased for the Event and commit to purchase the Tickets. Customers who contracted for a Business Seat acknowledge that their priority right is limited to the number of Business Seats specified in the Contract. Customers who contracted for a Business Seat acknowledge that if they notify their intention to use the Service after the deadline, they are entitled to use the Service according to the general rules. Customers who contracted for a Business Seat are entitled to purchase Tickets in addition to the number of Business Seats specified in the Contract, according to the general rules.
- 2.3. Customers who contracted for a Business Seat acknowledge that they may only participate in the Event to which they have priority right if they are in possession of a valid Ticket. Customers who contracted for a Business Seat are liable to SPORTFIVE if, despite their obligation under clause II.2.2 of the GTC, they fail to purchase the Tickets and thereby cause damage to SPORTFIVE, in particular, if SPORTFIVE, acting with due care and diligence, has been unable to sell the Tickets to another person.
- 2.4. A Ticket purchased on the basis of the priority right entitles the Customer to the Service in the Sector specified in the Contract, except that SPORTFIVE is entitled to sell Tickets for seats other than the Business Seats specified in the Contract to the Customer who has contracted for a Business Seat.
- 2.5. If the Customer fails to exercise its priority right within the time limit set out in clause II.2.2. of the GTC, SPORTFIVE may sell the Tickets freely.

### 3. **Placement of name or company logo**

- 3.1. In the case specified in the Contract (in relation to certain Sectors), the Customer is entitled to display his/her name, designation or company logo on the Business Seat specified in the Contract during the term of the Contract. The Customer shall notify SPORTFIVE of his/her demand to display his/her name, designation or company logo, indicating the graphic element(s) to be displayed. The name, designation or logo chosen, provided that it complies with the legal requirements, the Contract and the provisions of the GTC, shall be placed by SPORTFIVE on the Business Seats specified in the Contract, at the Customer's request. The Customer declares that he/she is entitled to use the name, designation or logo provided and to authorise its use.
- 3.2. The Customer acknowledges that in the event of termination of the Contract for any reason, SPORTFIVE will stop displaying the name, designation or logo without delay.

### 4. **FTC Business Club membership**

- 4.1. Customer are entitled to become member of the FTC Business Club in the case specified in the Contract. As a result, his logo will appear on the official FTC Business Club Shopping List, and the Customer's representative shall be invited to and may attend business events organised by SPORTFIVE on and off match days.

### 5. **Term and termination of the Contract**

- 5.1. The Contract is concluded for the duration indicated therein, for a specified number of Seasons or for a specified number of Events.

- 5.2. If the Contracting Parties entered into a Contract for one or more Seasons, either Party may terminate the Contract without giving a reason by the end of the current Season (30 June of the calendar year) by giving written notice of termination. Unless otherwise provided for in the Contract, the term of the Contract shall be extended by one additional Season unless either Party gives a written notice of termination.
- 5.3. Any notice of termination given in writing in accordance with clause II.5.2 of the GTC shall be sent to the other Party so as to be received by the other Party no later than 30 April before the end of the Season. Any notice of termination given late shall terminate the Contract effective at the end of the following Season.
- 5.4. If the Contracting Parties concluded the Contract for one or more Events, ordinary termination of the Contract is excluded.
- 5.5. Either Party may terminate the Contract with immediate effect due to a serious breach by the other Party. It shall be considered a serious breach by the Customer, in particular, if the Customer fails to pay the Service fees payable, whether in whole or in part, or pays the fees late under the terms of the Contract, provided that the Customer fails to pay them within the grace period of no more than 15 (fifteen) days, despite a written demand to do so.
- 5.6. Any termination or amendment of the Contract is valid only in writing, signed by the legal representatives of the Parties or by a proxy based on a written power of attorney drawn up in a private document with full probative value/public document.
- 5.7. In the event of the termination of the Contract for any reason prior to the end of the applicable Contract Term, the Customer shall immediately return all of its Tickets and parking permits not covered by the Service Fee, and SPORTFIVE becomes entitled to cancel such Tickets and parking permits as of the date of termination of the Contract.

## 6. Confidentiality

- 6.1. The Contracting Parties are obliged to keep all economic and other data, facts and information concerning the other Party, of which they become aware in connection with the Contract, as business secrets. The Contracting Parties shall be bound by this obligation even after the termination of the legal relationship. Only the authorised representative of the other party may waive confidentiality. Any damage caused to the other Party or to third parties by breach of this obligation shall be compensated by the Party in breach. The Contracting Parties shall act with mutual respect for each other and refrain, during the term of the Contract, from any conduct or statement that damages or is likely to damage the reputation of the other Party, in particular, where such conduct would be detrimental to the interests of football as a sport.
- 6.2. Customers may only provide the press with information relating to the Contract and/or these GTC, as well as other information concerning SPORTFIVE and/or the Arena with the prior written consent of the managing director of SPORTFIVE. In the event of a breach of this obligation, the Customer shall pay to SPORTFIVE within 8 (eight) days a penalty equal to the amount of the gross Service Fee set out in the relevant provision of the Contract, and SPORTFIVE shall also be entitled to claim from the Customer compensation for its proven damages in excess of the amount of the penalty.

## 7. Contacts

- 7.1. The Contracting Parties specify the persons designated by the Contracting Parties to act as the contact persons in the Contract.
- 7.2. The Contracting Parties agree that the statements contained in the Contract and the GTC are deemed to have been validly communicated only in writing (including by e-mail). The provisions of the GTC relating to the service of documents apply mutatis mutandis to the making of declarations.
- 7.3. Each Contracting Party shall send to the other Party all official notices or other communications under or relating to this Contract in writing, which in the case of a notice sent by post shall be considered served if delivered personally to the addressee or if sent by registered mail and the acknowledgement of receipt is returned by the addressee confirming receipt or with the “addressee has moved to an unknown place”, “addressee unknown”, “addressee moved” or “address insufficient” and “did not inquire” mark. The Contracting Parties also accept the transmission of official notices or other communications **by fax or by electronic means (e-mail)**. In the event of a dispute, the time/date of service is:

- 7.3.1. in case of personal delivery, the time of delivery;
  - 7.3.2. in the case of transmission by fax or e-mail, the date of transmission;
  - 7.3.3. in the case of successful delivery by post, the date of delivery;
  - 7.3.4. in the case of unsuccessful postal delivery, the 5th day after receipt of the postal notification of unsuccessful delivery.
- 7.4. The Contracting Parties shall notify each other of any change in their data (in particular, the address, bank account number, tax number of the Party) or any change affecting the contact person immediately after the change. The defaulting Party is liable for all provable damage arising from the failure or delay to fulfil this notification obligation.

## 8. **Different rules for consumers**

- 8.1. If the Customer qualifies as a Consumer, the provisions of the GTC apply with the exceptions set out in this clause.
- 8.2. In the absence of the confirmation provided for in the GTC, the Contract shall not be concluded in the case of a Customer who is a Consumer, unless the Contracting Parties start performing the Contract.
- 8.3. In the event of a fee increase under the relevant clauses of the GTC, a Customer who is a Consumer is entitled to withdraw from the Contract with respect to the next Season in writing within 15 days of receipt of the notice on the fee increase.
- 8.4. Notwithstanding the relevant clause of the GTC, a Customer who is a Consumer may terminate the Contract concluded for one or more Seasons by giving notice of termination no later than 31 May before the end of the Season.
- 8.5. Notwithstanding the relevant clause of the GTC, a Customer who is a Consumer is entitled to withdraw from or terminate the Contract within 15 (fifteen) days of the entry into force of the unilateral amendment to the GTC or its annexes.
- 8.6. SPORTFIVE informs the Customers that Customers do not have the right to withdraw from the Contract without giving a reason pursuant to Section 29 (1) paragraph (I) of Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and undertakings.
- 8.7. SPORTFIVE informs the Customers that it is not obliged to provide any warranty in connection with the Service.
- 8.8. SPORTFIVE informs the Customers that it is not subject to a code of conduct.
- 8.9. SPORTFIVE informs the Customers that in the event of a consumer complaint, Consumers are entitled to initiate proceedings before the competent mediation board. SPORTFIVE informs the Customers that it is not bound by the recommendation of the mediation board. Mediation board competent for the registered address of SPORTFIVE: Mediation Board of Budapest (seat: 1016 Budapest, Krisztina körút 99., 3rd floor 310; postal address: 1253 Budapest, Pf.:10.).
- 8.10. SPORTFIVE informs the Customers that in the event of a consumer complaint, they may initiate an online dispute resolution procedure by clicking on the following link:
- 8.11. <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>
- 8.12. By derogation from the relevant clause of the GTC, the Contracting Parties agree that in the case of a Customer who is a Consumer, all disputes arising from the Contract shall - in the event of the failure of the mediation - be subject to the procedure of the competent court having jurisdiction for the dispute in accordance with the Act on Civil Proceedings from time to time.

### III. MISCELLANEOUS PROVISIONS

1. Pursuant to Section 6:209 of the Civil Code, Customer irrevocably consents in advance to SPORTFIVE assigning the Contract to the persons specified in Section 8:2 of the Civil Code and to assign to such persons its rights and the obligations of the Customers set forth in or arising from the Contract.
2. Customers may assign their rights and obligations arising from the Contract to a third party only in the cases specified in the relevant clause of these GTC and with the prior consent of SPORTFIVE.
3. SPORTFIVE informs the Customers that it is not subject to a code of conduct.
4. In the event of invalidity of any provision of the Contract and/or these GTC, the Contracting Parties attempt to replace the invalid provision with a valid provision by mutual agreement, after consultation. In such a case, the Contracting Parties mutually undertake to enter into negotiations with each other to replace the invalid part and, in doing so, to seek to find a new provision which best meets the objectives of the Contract and the contractual will of the Contracting Parties.
5. The legal relationship between the Contracting Parties is also subject to the prohibition of implied waiver, which means that the failure of either Party to oblige the other Party at any time to strictly comply with a contractual obligation contained in the Contract and/or these GTC shall not constitute a waiver of the right to enforce contractual performance at a later date. The prohibition of implied waiver also extends to that if a provision is breached by a Party and the other Party does not immediately take action against it, this does not mean that the innocent Party has consented to the subsequent breach of the provision by the other Party.
6. In the event of a dispute between the Contracting Parties on any matter covered by the Contract and/or these GTC, the Contracting Parties shall attempt to settle the dispute amicably. To this end, either party may initiate mediation to enforce any of its claims set forth in the Contract and/or these GTC. If the mediation does not lead to a result, the party initiating the mediation may pursue its claim in civil litigious or non-litigious proceedings or by any other means provided for by law. The Contracting Parties stipulate, in accordance with the Act on Civil Proceedings from time to time, the proceedings of the competent court with jurisdiction for any dispute arising from the Contract.
7. SPORTFIVE informs the Customers considered Consumers that in the event of a consumer complaint, they may initiate proceedings before the competent consumer protection authority or the mediation board. SPORTFIVE informs the Customers that it is not bound by the recommendation of the mediation board. Mediation board competent for the registered address of SPORTFIVE: Mediation Board of Budapest (seat: 1016 Budapest, Krisztina körút 99., 3rd floor 310.; postal address: 1253 Budapest, Pf.:10.).
8. SPORTFIVE informs the Customers that in the event of a consumer complaint, they may initiate an online dispute resolution procedure by clicking on the following link:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>
9. The Contracting Parties declare that matters not regulated in the Contract and/or in these GTC are governed by the provisions of the Civil Code, the Sports Act and other applicable Hungarian legislation governing the legal relationship of the Contracting Parties.
10. If the duration of the Contract is extended by one additional Season pursuant to clause II.5.2 of these GTC, the Contracting Parties agree on the Purchase Price of the Pass for the new Season by means of value adjustment, during which the Purchase Price of the Pass for the new Season shall be equal to the Purchase Price of the Pass for the previous Season, unless otherwise agreed. If an Event has been cancelled (or certain Events have been cancelled) or the Event(s) has(have) been held with the exclusion of spectators or with a limitation on the number of spectators (and the Customer did not attend the Event(s) for that reason) and the Customer has previously paid the Price of the relevant Pass, the Contracting Parties may agree on compensation for the cancelled Event(s) based on value adjustment in the context of the Customer's purchase of a new Pass in a way that the Purchase Price of the previously purchased and the newly purchased Pass are deemed to be of equal value, unless otherwise agreed by the Contracting Parties.

In the cases described in this clause, the value expressed in Hungarian Forints shall be applied when adjusting the value of the Purchase Price.

11. In the event of any discrepancy between the provisions of the GTC and other provisions of the Contract, the provisions of the Contract shall primarily apply to the legal relationship of the Contracting Parties.
12. Upon the conclusion of the Contract, any agreement previously concluded by the Contracting Parties in any form cease to have effect, and their legal relationship is governed solely by the provisions of the Contract and these GTC.
13. SPORTFIVE is entitled to unilaterally amend the GTC. SPORTFIVE shall publish a notice of any amendment to the GTC for the Website at least 15 (fifteen) days before the amendment comes into force. In exceptional circumstances, the holder of the operating right (SPORTFIVE) is entitled to make specific, special provisions that differ from those contained in these GTC, which shall enter into force upon publication on the Website.
14. Any amendment of the GTC and its annexes shall apply to the Contract already in force from the date of its entry into force. Customers have the right to withdraw from or terminate the Contract within 15 (fifteen) days of the entry into force of the unilateral amendment to the GTC or its annexes. If the Customer does not exercise his right of withdrawal or termination against the amendment, the amendment shall be deemed to have been accepted by the Customer.

Budapest, 28.04.2021



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**SPORTFIVE HUNGARY Kft.**

Csaba Siklósi and András Igaz, Managing Directors

**Annex No. 1: Services in each sector**

**ANNEX No. 1****Services in each sector****I. 1899-TELECOM LOUNGE SECTOR**

Tickets for the following Events of the Season:

- all OTP Bank League matches
- all Hungarian Cup matches (except: Hungarian Cup final)

Priority right in the VIP Gold category for the following Events:

- Champions League matches (subject to UEFA/HFA regulations)
- Europa League matches (subject to UEFA/HFA regulations)
- Hungarian Cup Final (if the venue is the Arena, subject to the HFA regulations)
- Friendly matches
- Hungarian national team matches (subject to UEFA/HFA regulations)
- Other Events (if SPORTFIVE is the organiser/rightsholder)

**Contents of the Service:****A. Event Ticket**

Access to the VIP Gold sector area and the exclusive 1899 - Telekom Lounge sector there, in the number of Tickets agreed in the Contract

Access to the Skybox level

Named Business Seats in the VIP sector in the number agreed in the Contract number and corresponding number of parking spaces agreed in the Contract

**B. Hospitality services**

- Available from 2 (two) hours before the kick-off (other starting time) until one (1) hour after the end of the Event (however, according to the Government Decree, until 23:00 at the latest, regardless of the end of the Event)
- Food and beverage: high-quality hospitality with quality food, limited choice of menu (starters, soups, main courses and desserts until the start of the match, half-time snack during the break), snacks (popcorn, salty cereals), quality alcoholic and non-alcoholic beverages

**C. FTC Business Club membership for the****Customer Distribution of the Purchase Price**

- A. Event Ticket: 80%

- B. Hospitality services: 20%

## II. VIP GOLD SECTOR

Tickets for the following Events of the Season:

- all OTP Bank League matches
- all Hungarian Cup matches (except: Hungarian Cup final)

Priority right in the VIP Gold category for the following Events:

- Champions League matches (subject to UEFA/HFA regulations)
- Europa League matches (subject to UEFA/HFA regulations)
- Hungarian Cup Final (if the venue is the Arena, subject to the HFA regulations)
- Friendly matches
- Hungarian national team matches (subject to UEFA/HFA regulations)
- Other Events (if SPORTFIVE is the organiser/rightsholder)

### Contents of the Service:

A. Event Ticket

- Access to the VIP Gold Sector area in the number of Tickets agreed in the Contract
- Business Seats in the central part of the VIP sector
- Parking places in the number laid down in the contract

B. Hospitality services

- Available from 2 (two) hours before the kick-off (other starting time) until one (1) hour after the end of the Event (however, according to the Government Decree, until 23:00 at the latest, regardless of the end of the Event)
- Food and beverage: free choice, high quality hospitality - buffet with quality foods (starters, salads, main courses and desserts until the start of the match, half-time snack during the break), snacks (popcorn, salty cereals), alcoholic and non-alcoholic drinks

C. FTC Business Club membership for the Customer

### Distribution of the Purchase Price

A. Event Ticket: 80%

B. Hospitality services: 20%



### III. TELECOM SECTOR

Tickets for the following Events of the Season:

- all OTP Bank League matches
- all Hungarian Cup matches (except: Hungarian Cup final)

Priority right in the VIP Gold category for the following Events:

- Champions League matches (subject to UEFA/HFA regulations)
- Europa League matches (subject to UEFA/HFA regulations)
- Hungarian Cup Final (if the venue is the Groupama Arena, subject to HFA regulations)
- Friendly matches
- Hungarian national team matches (subject to UEFA/HFA regulations)
- Other Events (if SPORTFIVE is the rightsholder)

#### **Contents of the Service:**

##### A. Event Ticket

- Access to the Telecom Sector via the Bronze Left VIP entrance in the number of Tickets set out in the Contract
- Business Seats on the left side of the VIP sector
- Parking places in the number laid down in the contract

##### B. Hospitality

- Available from 2 (two) hours before the kick-off (other starting time) until one (1) hour after the end of the Event (however, according to the Government Decree, until 23:00 at the latest, regardless of the end of the Event)
- Food and beverage: free choice, buffet with quality food (snacks, main courses), non-alcoholic drinks in self-service system, beer and non-alcoholic beer at designated counters

##### C. FTC Business Club membership for the Customer

#### **Distribution of the Purchase Price**

A. Event Ticket: 75%

B. Hospitality services: 25%

#### IV. VVK SECTOR

Tickets for the following Events of the Season:

- All OTP Bank League matches
- All Hungarian Cup matches (except: Hungarian Cup final)

#### **Contents of the Service:**

##### A. Event Ticket

- Access to the VVK sector area via the Bronze Right VIP entrance in the number of Tickets set out in the Contract
- Business Seats on the right of the VIP sector

##### B. Hospitality services

- paid buffet service exclusively for the guests of the VVK sector

#### **Distribution of the Purchase Price**

##### A. Event Ticket: 100%