

# Groupama Arena

**GENERAL TERMS AND CONDITIONS**  
**TO PURCHASE TICKETS AND BUSINESS SEATS AND**  
**TO REQUEST RELATED SERVICES**

**Effective: from 1st June 2021**

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## Definitions:

<b>Arena</b>	means the stadium named Groupama Aréna located at Üllői út 129, 1091 Budapest.
<b>GTC</b>	means this document, which contains the general terms and conditions governing the legal relationship between SPORTFIVE as seller and the Buyer as buyer.
<b>Entrance ticket</b>	means the document issued electronically or on paper by SPORTFIVE or a person authorized by it, entitling you to enter the Event listed on the Ticket or the Fradi Museum.
<b>Season ticket</b>	means a document (plastic card) entitling you to receive Ticket(s) for the Event(s) held during the Season within the framework of one or more championships as defined in the Contract or - in the absence of a document - the possibility of receiving Tickets.
<b>Consumer</b>	means a natural person acting outside the scope of his profession, independent occupation or business activity.
<b>Fradi Museum</b>	means the museum institution maintained by the FTC and operating in accordance with the CXL Act of 1997 on museum institutions, public library services and public culture in the Arena building, accessible from the public area through a separate entrance (registration number: TemM/1862/2015.).
<b>FTC</b>	means Ferencváros Gymnastic Club Sports Club.
<b>FTC Zrt.</b>	stands for FTC Football Private Limited Company (headquarters: H-1091 Budapest, Üllői út 129, registry court: Cémbrísága of the Capital Court, company registration number: 01-10-044877, tax number: 12956661-2-43).
<b>Course rules</b>	means the Arena Course Rules available on the Website and Arena.
<b>House rule</b>	means the policy found on the groupamaarena.com website
<b>Website</b>	means the website <a href="http://www.meccsiegy.fradi.hu">http://www.meccsiegy.fradi.hu</a> together with its subpages. The website is operated by Magyar Telekom DataPlex server house (Magyar Telekom Nyrt, H-1013 Budapest, Krisztina körút 55, postal address: 1541 Budapest, phone: +36-1-458-000, fax: +36-1-458-7176, <a href="http://www.telekom.hu">www.telekom.hu</a> ).
<b>Government Decree</b>	means Government Decree 484/2020 (XI. 10) on the second phase of protective measures applicable during a state of emergency.

**Person protected against coronavirus** means the person who proves this by presenting an official ID according to Government Decree 60/2021 (II. 12) on proof of protection against the coronavirus.

**MLSZ** means the Hungarian Football Association.

<b>MLSZWebsite</b>	means the website <a href="http://www.meccsjegy.mlsz.hu">http://www.meccsjegy.mlsz.hu</a> .
<b>Ptk.</b>	means Act V of 2013 on the Civil Code.
<b>Event</b>	means the Champions League match or Europa League match, Friendly match, Hungarian Cup match, Hungarian national team match or OTP Bank League match held in the Arena.
<b>Champions League match or Europa League match</b>	means the home match of the FTC team to be played in the given Season in any adult men's field football competition system according to the Union of European Football Associations competition schedule, regardless of its name used during the duration of the Agreement, if it takes place in the Arena.
<b>Friendly match</b>	means the FTC's adult men's big-time football match to be played in a given Season, if they are held in the Arena, not in the framework of the above mentioned tournament announcements.
<b>Hungarian Cup match</b>	refers to all the home matches of the FTC team in the Hungarian Cup for men's adult field football according to the MLSZ competition notice to be played in the given Season, regardless of the name of the Hungarian Cup used during the duration of the Agreement, if it is held in the Arena. An exception is the final of the Hungarian Cup, which, according to the MLSZ competition notice, is organized and designated by the MLSZ.
<b>Hungarian national team match</b>	refers to the domestic matches of the MLSZ adult men's national football team, regardless of the competition announcement or the friendly nature of the match, if it takes place in the Arena.
<b>OTP Bank League Match</b>	means all the domestic matches of the FTC team in the National Championship Class I men's adult big field football championship according to the MLSZ competition schedule to be played in the given Season, regardless of the name of the championship used during the duration of the Agreement, if it is held in the Arena.

## Other events

means any event taking place in the Arena, but not organized by SPORTFIVE as organizer (rights holder).

## SPORTFIVE

represents SPORTFIVE Hungary Limited Liability Company (headquarters: 1091 Budapest, Úllői út 129, registry court: Commercial Court of the Capital Court, company registration number: 01-09-187952, tax number: 24892814-2-43, telephone number +36-1-455 2300, email address: stadion@groupamaarena.com).

<b>Sports law</b>	means Act I of 2004 on sports.
<b>Sector</b>	means the sector or sectors of a specific category separated within the Arena, regardless of the current name and design.
<b>Contract</b>	means the Contract between SPORTFIVE as the seller and the Buyer as the buyer regarding the Passes or Tickets selected by the Buyer.
<b>Contracting parties</b>	means SPORTFIVE and the Customer(s).
<b>Season</b>	means a period of one year from 1 July of the calendar year to 30 June of the following calendar year.
<b>Fan Card</b>	card issued by FTC Zrt on the basis of Section 72/A (1) of the Sports Act, suitable for personal identification, with a photo, and entitling to discounts.
<b>Business seating</b>	means the seating(s) in the VIP sector.
<b>Customer</b>	means the natural person concluding the Contract with SPORTFIVE as the seller, to whom the Admission Ticket is transferred after the conclusion of the Contract in accordance with the provisions of these General Terms and Conditions.
<b>Certificate of protection</b>	means the official ID according to Government Decree 60/2021 (II. 12) on proof of protection against the coronavirus.
<b>PURCHASE PRICE</b>	means the consideration payable by the Buyer for the Tickets or Passes specified in the Contract.

## I. GENERAL RULES

### 1. THE SUBJECT OF THE CONTRACT

Based on the contract, SPORTFIVE sells to the Customer the number of Season Passes or Entrance Tickets specified in the Contract for the Event(s) held in the Arena, or for visiting the Fradi Museum operating there, the Buyer is obliged to pay the Purchase Price specified in the Contract and to receive the Pass(es) or Admission Ticket(s).

SPORTFIVE declares that - in accordance with the contract between FTC, FTC Zrt and SPORTFIVE - it has the right to operate the Arena, on the basis of which SPORTFIVE is entitled without restriction to sell Passes and Entrance Tickets, as well as to conclude the Contract.

### 2. Common rules for purchasing tickets

- 2.1. The customer is entitled to purchase the Admission Ticket or Pass electronically or in person. Buyer shall be fully responsible for the correctness and completeness of the data provided by him during the purchase of the Ticket or Pass. The detailed rules for data management are contained in the data management information related to ticket sales, which is available on the Website. In case of purchase by electronic means, the Buyer accepts the provisions of these GTC to be bound by the provisions of these GTC by using the Website or the MLSZ Website, personally expressing his intention to purchase the Pass or Ticket.
- 2.2. In the case of exclusionary reasons specified in Sport tv. and other legislation, SPORTFIVE is entitled to unilaterally refuse to conclude the Contract before the conclusion of the Contract, and after the conclusion of the Contract to perform the Contract and to withdraw from the Contract - if it is concluded - with immediate effect. Buyer shall be obliged to reimburse all damages and costs incurred on SPORTFIVE's side arising from the circumstances giving rise to the exercise of the right of withdrawal 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 total sales tax (VAT). The buyer is obliged to pay the Purchase Price in a lump sum, depending on the method of concluding the contract, through one of the payment methods (cash, bank card payment). SPORTFIVE reserves the right to amend the Purchase Price, not retroactively, or to provide discounts and other promotions prior to the conclusion of the Contract.
- 2.4. If the Purchase Price is determined in euros in the Contract, based on the agreement of the Contracting Parties, the Purchase Price shall be paid in forints in such a way that the currency exchange rate of the Hungarian National Bank valid on the working day preceding the date of issue of the fee request (proforma) invoice shall be used for the exchange rate calculation.
  - 2.4.1. After the financial performance, an invoice will be issued or payable in euros to SPORTFIVE's euro bank account. The Pass and the Admission



Ticket will be issued to the Customer in their name, i.e. their transfer to a third party can only take place in person at the ticket office in the Arena area.

### 2.4.2.

- 2.5. The Pass or Ticket transferred in violation of this clause is invalid without special action by SPORTFIVE and does not entitle entry to the Event.
- 2.6. If the Event is canceled for any reason, or if it is organized with the exclusion of spectators or a limitation of the number of spectators, SPORTFIVE is entitled to unilaterally withdraw from the Contract by stating the reason for the withdrawal with immediate effect. SPORTFIVE exercises its right of withdrawal with the notice published on the Website. If SPORTFIVE exercises its right of withdrawal according to this point, it is obliged to refund the price of the Ticket to the Buyer 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 the weekend round set by the MLSZ in the preliminary competition calendar, if the MLSZ has not yet specified the exact day and/or start time of each Event, but only the Saturday or Sunday, on one of which the Event will be held. In such a case, SPORTFIVE will indicate the date of both the affected Saturday and the affected Sunday on the purchased Ticket, and the exact start time (day, hour) of the Event is not required to be indicated. SPORTFIVE informs customers about the exact time of the Event on its online contact information, as set by MLSZ.

In this case, the Ticket only entitles the user to enter the Arena on the day on which the Event is actually held, provided that the customer is from two (2) hours before the official start time of the Event to one (1) hour after the official closing time of the Event ( (regardless of the official closing time, however, he is entitled to stay in the Arena until the time specified in the Government Decree). The Customer must leave the Arena one (1) hour after the official closing time of the Event (regardless of the official closing time, but no later than the time specified in the Government Decree). The buyer is not entitled to withdraw from the Contract in these cases either, i.e. clause 8.2 of these General Terms and Conditions applies without limitation to these cases as well. By reading these General Terms and Conditions, the customer expressly acknowledges the general contractual condition regulated in this point 2.8, as significantly different from the usual contractual practice.

### **3. Electronic ticket purchase - FTC fan sector**

- 3.1. The Customer acknowledges that he/she is only entitled to purchase an Entry Ticket or Pass for the FTC fan sector and to participate in the Event in possession of the Fan Card issued by FTC Zrt.

The detailed rules for the Fan Card are contained in the general terms and conditions defined by FTC Zrt, which can be found at the following link: <http://www.meccsjegy.fradi.hu>

3.2. SPORTFIVE operates a Website to facilitate the purchase of Passes and Entrance Tickets. The language of the contracting process and the Contract is Hungarian. In the case of purchasing a Pass or Entrance Ticket on the Website, the procedure for concluding a contract is as follows:

3.2.1.

In order to use the Website to purchase a Pass or Entrance Ticket, the Customer must first register on the Website by entering their name, e-mail address and password. By registering, the customer accepts the provisions of the General Terms and Conditions as binding.

3.2.2.

After registration, the customer can log in to the sales interface on the Website using the e-mail address (username) provided during registration and the password provided by him.

3.2.3.

After logging in to the Website, the Customer can select the appropriate Event and then select the seats corresponding to the Tickets to be purchased. The customer acknowledges that he is entitled to purchase tickets to different Sector(s) with different types of Supporter Card.

3.2.4.

Before paying the Purchase Price, the Buyer must approve the Pass(es) or the number of Admission Ticket(s) corresponding to the selected seat.

3.2.5.

The Buyer can pay the Purchase Price with a bank card on the SSL (secure) web interface of OTPDirekt.hu. Buyer is the Purchase Price until it is settled, you can freely interrupt the contract process. The Customer acknowledges that upon payment of the Purchase Price, the Contract is established between SPORTFIVE and the Customer for the selected Season Ticket(s) and Admission Ticket(s).

3.2.6.

The Website will automatically notify the Buyer of the result of the settlement of the Purchase Price. The notification of the result of the settlement of the Purchase Price is also the notification of the conclusion of the Contract. The Agreement is not considered to be in writing.

3.2.7.

In case of unsuccessful settlement of the Purchase Price (missing the card number, insufficient card balance) or failure to settle the Purchase Price, the Contract will not be concluded, however, the Buyer is entitled to repeat the contract conclusion process defined in this chapter.

- 3.2.8. After paying the Purchase Price, the Purchaser can collect the Admission Ticket via the electronic interface available on the Website. The Customer must present the Ticket received on the electronic interface either as a printed copy or on an electronic device (mobile phone, tablet) together with the Fan Card when entering the Event. The Customer acknowledges that he is only entitled to enter the Arena area and participate in the Event with a valid Admission Ticket.
- 3.3. In exceptional cases, the Customer - contrary to the rules of this point 3 - has the option to pre-register for the Fan Card on the Website and then purchase the Entrance Ticket after pre-registration. In this case, it is not necessary to be in possession of the Supporter's Card to receive the Ticket electronically, but to participate in the Event it is necessary to receive the pre-registered Supporter's Card at the Arena ticket office. If in this case the Customer does not participate in the Event and does not collect the Supporter Card, he cannot request a refund of the price of his Entrance Ticket, however, the pre-registration of the Supporter Card remains, and he can collect the Supporter Card at the ticket office of the Arena for 90 days.

#### **4. Buying tickets in person - to the FTC fan section**

- 4.1. The Customer is also entitled to purchase a Season Pass or Entrance Ticket at the opening hours specified by SPORTFIVE at the Arena ticket office, according to the ticket purchase conditions in force on that day.
- 4.2. The Buyer is entitled to pay the Purchase Price in cash or by credit card at the ticket office of the Arena, or by using another means of payment that has an acceptance permit on the given day. The customer is entitled to receive the printed Pass or Entrance Ticket after payment of the Purchase Price.
- 4.3. The Customer must present the Ticket received in person together with the Supporter's Card when entering the Event. The Customer acknowledges that he is only entitled to enter the Arena area and participate in the Event with a valid Admission Ticket.

#### **5. Purchase of tickets to the guest sector**

- 5.1. The customer is entitled to purchase Tickets to the guest sectors in the Arena in person, at the ticket counters of the opposing football team or on the MLSZ website.

#### **6. Buying tickets electronically and in person to the Fradi Museum**

- 6.1. For the purchase of an Admission Ticket entitling you to visit the Fradi Museum, the General Terms and Conditions must be applied with the different provisions under this title. The provisions of the General Terms and Conditions, which can only be interpreted for Events and Other events, do not apply to Tickets entitling you to visit the Fradi Museum.
- 6.2. The provisions of the General Terms and Conditions, which can only be interpreted for Events and Other events, do not apply to Tickets entitling

you to visit the Fradi Museum. A Fan Card is not required to purchase a museum ticket.

- 6.3. The customer acknowledges that entry to the Fradi Museum and visits to the Fradi Museum are only possible with a valid Admission Ticket. The Admission Ticket entitling you to visit the Fradi Museum is not valid, if you have it during the opening hours of the museum (with the exception of Mondays - on which the museum is not open - weekdays from 10:00 a.m. to 6:00 p.m., Saturdays and Sundays from 10:00 a.m. to 4:00 p.m. , with the fact that on match days the opening hours are from 10:00 a.m. until the start of the match) it is possible to enter the area of the Fradi Museum and view the exhibition. The museum ticket entitles you to one-time entry and, in addition to visiting the Fradi Museum, includes a guided tour of the Arena (stadium tour) lasting no more than 30 minutes, which starts every hour (except opening and closing hours). Outside of these times and independently (without a tour guide), the Arena tour cannot be used. The Museum Ticket does not entitle you to use other services. It is not possible to redeem the purchased Ticket.
- 6.4. When entering the Fradi Museum, the right to purchase discounted tickets must be proven by presenting the appropriate documents; in the absence of proof, entry may be refused.
- 6.5. The Customer is entitled to purchase a Pass or Entrance Ticket in person at the box office opening hours specified by SPORTFIVE at the Arena ticket office according to the ticket purchase conditions in force on that day.
- 6.6. The Buyer is entitled to pay the Purchase Price in cash or by credit card at the ticket office of the Arena, or by using another means of payment that has an acceptance permit on the given day. Buyer is entitled to receive the printed Ticket after the payment of the Purchase Price.
- 6.7. Buyer is obliged to present the Entrance Ticket purchased and received in person at the time of entry to the Fradi Museum.
- 6.8. SPORTFIVE operates a Website to facilitate the purchase of Entry Tickets for visiting the Fradi Museum. The language of the contracting process and the Contract is Hungarian. In the case of the purchase of an Entry Ticket via the Website by electronic means, the procedure for concluding the contract is as follows:
  - 6.8.1. In order to use the Website to purchase a Museum Admission Ticket, the Customer must first register on the Website by entering their name, email address and password. By registering, the customer accepts the provisions of the General Terms and Conditions as binding.
  - 6.8.2. After registration, the customer can log in to the sales interface on the Website using the e-mail address (username) provided during registration and the password provided by him.
  - 6.8.3. After logging in to the Website, the customer can select the Entrance Ticket entitling him to visit the Fradi Museum, the number of tickets and any discounts under the Fradi Museum menu item.

- 6.8.4. Buyer is obliged to approve the Ticket (s) they wish to purchase before paying the Purchase Price.
- 6.8.5. The Buyer can pay the Purchase Price with a bank card on the SSL (secure) web interface of OTPDirekt.hu. Buyer is the Purchase Price until it is settled, you can freely interrupt the contract process. Buyer acknowledges that by settling the Purchase Price for the selected Ticket(s), the Contract is concluded between SPORTFIVE and the Buyer.
- 6.8.6. The Website will automatically notify the Buyer of the result of the settlement of the Purchase Price. The notification of the result of the settlement of the Purchase Price is also the notification of the conclusion of the Contract. The Agreement is not considered to be in writing.
- 6.8.7. In case of unsuccessful settlement of the Purchase Price (missing the card number, insufficient card balance) or failure to settle the Purchase Price, the Contract will not be concluded, however, the Buyer is entitled to repeat the contract conclusion process defined in this chapter.
- 6.8.8. After paying the Purchase Price, the Purchaser can collect the Admission Ticket via the electronic interface available on the Website. Buyer is obliged to present the Entrance Ticket received via electronic interface either as a printed copy, or on an electronic device (mobile phone, tablet) when entering the Fradi Museum. The Customer acknowledges that he is only entitled to enter the Fradi Museum and participate in the Event with a valid Admission Ticket.

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

- 7.1. Buyer is entitled to enter the Arena upon presentation of the Ticket and from two (2) hours prior to the official start date of the Event until one (1) hour after the official closing date of the Event (however, no later than the date specified in the Government Decree, regardless of the official closing time) have the right to stay there. The Customer must leave the Arena one (1) hour after the official closing time of the Event (regardless of the official closing time, but no later than the time specified in the Government Decree). SPORTFIVE is entitled to refuse entry to the Event in the cases specified in Sport Act, the Track Regulations and the Government Decree, or remove the Buyer from the Event in the cases specified in Sport tv and the Track Rules after entry.
- 7.2. According to the Government Decree, a person protected from Coronavirus and persons under 18 years of age under his supervision may participate in the event as spectators. The Customer acknowledges that Sportfive refuses to allow the Customer to enter, and prevents the Customer from entering, who does not prove his protection against the coronavirus or his age. Certification shall be provided by presentation of the Protection Certificate. During the proof of protection against coronavirus, the Buyer may be called separately to present the official identity card that is suitable for proving the identity indicated on the Protection Card. A person under the age of 18 (who has reached the age of 6) must prove their age with their identity card, passport,

driver's license or student card. Verification of the age of a person who has not reached the age of 18 may be dispensed with if the fact of minors is obvious.

- 7.3. The customer acknowledges that during entry, in accordance with the provisions of the Sports Act, his identity may be checked and his clothing and luggage may be searched, depending on the results of which SPORTFIVE or the person authorized by him may refuse entry, and to remove the Buyer from the Event after entry, as well as to collect items that cannot be brought in.
- 7.4. Buyer the Entrance Ticket prior to the Event can be purchased at <http://www.meccsjegy.fradi.hu> - in case of ticket purchase in the guest sector via the electronic interface available on <http://www.meccsjegy.mlsz.hu> - or in person, the Arena - in the case of buying tickets to the guest sector, you can pick it up at the ticket office of the respective opposing football team during opening hours. In order to use the Service, the Customer is obliged to print the Entry Ticket received on the electronic interface and present the printed or paper-issued Ticket at the time of entry to the Event. Buyer acknowledges that he is entitled to use the Service only in possession of a valid and printed Ticket.
- 7.5. Buyer is entitled to use the common areas of the Arena, which are linked to participation in the Event as appropriate (in particular road users, elevators, washrooms), but are not entitled to enter any Sector other than the Sector specified on the Ticket.
- 7.6. Buyer is obliged to comply with the Arena - in the case of a Buyer contracting a business seat, he shall also enforce with his invited guests - and shall be bound by, in addition to the provisions of the Contract and the GTC, the internal rules and regulations (including, in particular, the Rules of Procedure), which are laid down in SPORTFIVE or the Organizer of the Event (in particular the FTC or the MLSZ) issues regarding the use and conduct of the Event, as well as the validity and use of Ticket Tickets. These rules are posted on the Website, and SPORTFIVE sends them to the Buyer by e-mail upon request.
- 7.7. Buyer is obliged to refrain from unnecessary disturbance to others while staying in the Arena and participating in the Event, while complying with the applicable rules, so Buyer shall not engage in any particular activity that disrupts, disrupts or prevents the Event infringes or endangers the personal rights or property of participants, arrivals or departing therefrom.

### **8. Catering services and other services**

- 8.1. SPORTFIVE provides catering services in the Arena area. The Buyer acknowledges and agrees that SPORTFIVE will provide the catering service through the use of the subcontractor, with a different choice by sector and event.
- 8.2. The Customer acknowledges that, in the absence of a different provision in the Contract, SPORTFIVE is not obliged to provide seats in the catering area designated for this purpose (table reservation) for the duration of the Event. The customer also acknowledges that Sportfive provides catering services and other services in accordance with the conditions set by the Government Decree and other relevant legislation.



## **9. Contract duration and termination**

- 9.1. The Contract is for the Event specified in the Ticket or for the visit to the Fradi Museum, in case of purchase of a pass, for the Events specified in the Season Ticket.
- 9.2. The customer acknowledges that, in the case of the purchase of an Entrance Ticket or a Season Pass, he is not entitled to the right of withdrawal from the Contract without giving a reason based on § 29 (1) point I) of Government Decree 45/2014 (II 26) on the detailed rules of contracts between the consumer and the company. Otherwise, the right of withdrawal from the Contract is governed by the rules of the Civil Code. In the case of the purchase of an entrance ticket, the Contracting Parties shall not have the right of normal termination
- 9.3. In the case covered by clauses I. 2.2, I. 2.11 and I. 9.13 of these GTC, the Contract is terminated with immediate effect.
- 9.4. In the event of termination of the Agreement prior to the respective contractual period, for any reason, the Customer must immediately return all of its Passes and Tickets not covered by the Purchase Price, and SPORTFIVE is entitled to cancel these Passes and Tickets with the date of termination of the Agreement.

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

### **1. General stipulations:**

- 1.1. Services related to each Sector are listed in Annex 1 to the GTC in force at all times. Contracting Parties shall be entitled to specify in the Contract any other Services in addition to the Services related to the Sector.
- 1.2. The Buyer declares that he has examined the VIP sector, the chosen Sector, the Arena, as well as their location, parameters and business opportunities in all respects, and declares that it meets the Buyer's expectations in all respects.
- 1.3. SPORTFIVE undertakes to notify the Customer of the Other events, and to act towards the organizer (rights holder) in order to ensure that the Customer - in the event of his/her request (intention to participate) - can use the Service also at the Other event under the widest possible range of conditions specified in the Contract. During the conclusion of the contract with the organizer of the Other event, SPORTFIVE strives to create conditions that enable the Customer to use the Service - even in exchange for a consideration (in particular the exchange of an Admission Ticket). Buyer acknowledges that in the event of other events, the organizer (rightholder) is entitled to decide on the possibility of using the Service, accordingly SPORTFIVE shall not be liable for any non-participation in the Other Event for any reason case.
- 1.4. Buyer is obliged to pay the Purchase Price in a lump sum by one of the following payment methods, depending on the method of conclusion of the contract:
  - a) box office with cash or debit card
  - b) Buyer with VIP pass when purchasing electronically by credit card

or transfer.

In case of purchase by electronic transfer, if the amount to be transferred does not arrive in the SPORTFIVE account within the time limit specified in the relevant invoice, the Buyer is subsequently entitled to purchase only in person.

If in the Season Agreement the Parties agree to pay the Purchase Price in instalments and the Customer's delay in payment in respect of any instalment exceeds 14 (fourteen) days, all payments applicable to that Season, foreseeable at the time of delay its obligation shall be deemed to have expired and shall be fulfilled immediately in a lump sum.

- 1.5. If the scope of the Agreement is for several Seasons, the Buyer acknowledges and agrees that the Purchase Price will be increased by 3% (three percent) in each Season without notice.
- 1.6. If the scope of the Contract is for more than one Season, SPORTFIVE shall be entitled to a higher fee increase than that specified in Section II.1.5 of the GTC for the upcoming Season. SPORTFIVE shall notify the Buyer of the fee increase in writing by the 15th of March preceding the upcoming Season. The Buyer may object in writing to the increase specified 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. The Buyer acknowledges that if he does not object to the increase specified in this clause within the time limit specified in this point, the fee increase shall be deemed to be accepted by the Buyer. The new Purchase Price will take effect on the first day of the upcoming Season. If the Buyer objects to the increase in the fee, but SPORTFIVE does not exercise its right of termination, unless otherwise agreed by the Contracting Parties, the Purchase Price shall be increased by the rate specified in point II.1.5 of the GTC.
- 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 of the Buyer and its invited guests who are committing breach of the Buyer's payment obligations in respect of any payment obligations under the Contract until the fulfillment of the obligation. In such a case, SPORTFIVE will notify the Customer in writing (including e-mail) of the refusal of entry and parking, all of which does not constitute a refusal of performance in accordance with Section 6:183 of the Civil Code as a legitimate reason.
- 1.8. If the duration of the Contract is extended on the basis of point II.5.2 of these GTC, the Contracting Parties may enter into an agreement on the Purchase Price of the Pass for the new Season instead of applying points II.1.5 and II.1.6 of these GTC. During the latter value matching, the Purchase Price of the Season Pass for the new Season, unless otherwise agreed, will be equal to the Purchase Price of the Pass for the previous Season. In the cases described in this section, the value of the Purchase Price should be understood as the value expressed in Hungarian forints.
- 1.9. The amount of the Purchase Price specified in the Contract includes the consideration for the Business Places and Entrance Tickets, the overhead costs incurred in connection with the operation of the premises, the costs



of the final cleaning after the Event, the pre-agreed elements of the Arena's own furniture, as well as the one-time, pre-arranged room equipment, but does not include the fee for any additional services (audio and visual technology, event security, hostess service, catering service, request for extra furniture, CISCO Stadium Vision system, scoreboard use, football field use, stadium football field lighting).

- 1.10. Contrary to clauses I. 2.8 and I. 6.1 of the General Terms and Conditions, the Customer and their invited guests are entitled to enter the Arena from two (2) hours before the official start time of the Event until two (2) hours after the official closing time of the Event (from the official closing time) regardless, but at most until the date specified in the Government Decree) stay there, are obliged to leave the Arena two (2) hours after the official closing time of the Event (regardless of the official closing time, but no later than the time specified in the Government Decree).

## **2. Priority right**

- 2.1. SPORTFIVE may grant priority rights to the Customer contracting the Business Seat to use the Services related to certain Events.
- 2.2. SPORTFIVE informs the Customer who has contracted for a Business seat about the Events affected by the right of priority immediately after learning about the holding of the given Event, but no later than within 3 days. If the information or the Contract does not provide otherwise, the Customer who has contracted for a Business seat is entitled to notify his intention to use the Service within 10 days of receiving the information - if the time between the information and the Event is shorter, until the day before the Event. In case of exercising the right of priority, the Buyer contracting the Business Seat is obliged to indicate the number of Entry Tickets to be purchased for the Event and to undertake the purchase of the Entry Tickets. The Buyer contracting the Business Seat acknowledges that his right of priority is limited to the number of Business Seats specified in the Contract. The Customer who contracts for a Business seat acknowledges that if he announces his intention to use the Service after the deadline, he is entitled to use the Service according to the general rules. The Purchaser who contracts for a Business seat is entitled to purchase an Admission Ticket in addition to the number of Business seats specified in the Contract according to the general rules.
- 2.3. The Buyer contracting the Business seat acknowledges that the priority You can only participate in a valid Entry Ticket. The Customer who has contracted for a Business seat is responsible to SPORTFIVE if, despite his commitment in point II.2.2 of the General Terms and Conditions, he does not purchase the Tickets and thereby causes damage to SPORTFIVE, thus, especially if SPORTFIVE was unable to sell the Admission Tickets it agreed to purchase to another party, even with the care normally expected in the given situation.
- 2.4. The Ticket purchased under the right of priority entitles to the Sector Service as defined in the Contract, except that SPORTFIVE is entitled to sell Tickets for seats other than those included in the Contract to the Buyer

contracting the Business seat for.

- 2.5. If the Buyer does not exercise its priority right within the time limit specified in Section II.2.2 of the GTC, SPORTFIVE shall be entitled to sell the Entry Tickets freely.

### **3. Placing a name or company logo**

- 3.1. In the case specified in the Contract (related to certain Sectors), the Buyer is entitled to display his name, name or corporate logo on the Business Seat specified in the Contract under the Contract. Buyer shall indicate to SPORTFIVE his claim for the name, name or company logo by indicating the graphic element (s) to be displayed. The chosen name, name or logo - if it complies with the legal requirements, the Contract and the provisions of the GTC - will be placed by SPORTFIVE in the Business Seats specified in the Contract on the basis of the Customer's request. The Buyer declares that he has the right to use and authorize the given name, name or logo.
- 3.2. Customer acknowledges that in the event of termination of the Agreement for any reason, SPORTFIVE shall terminate the name, name or logo without delay.

### **4. FTC Business Club Membership**

- 4.1. Buyer shall be entitled to become a member of the FTC Business Club in the event specified in the Contract. Accordingly, your logo appears in the official Buyer List of the FTC Business Club, and the Buyer's representative is invited to participate in business events organized by SPORTFIVE both on and off match days.

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

- 5.1. The Contract is concluded for the period indicated therein, for a specified number of Seasons or for a specified number of Events or for entry into the Fradi Museum.
- 5.2. If the Contracting Parties have concluded a Contract for one or more Seasons, then either Party is entitled to terminate the Contract without reason by the end of the current Season (June 30 of the calendar year) by written notice. Unless otherwise provided in the Treaty, unless otherwise specified in the Treaty, the term of the Agreement shall be extended for an indefinite period of time.
- 5.3. A written declaration of termination in accordance with point II.5.2 of the GTC shall be sent to the other Party in such a way that the other Party shall receive it no later than 30 April preceding the end of the Season. Declaration of termination made late will terminate the Contract at the end of the upcoming Season.
- 5.4. If the Contracting Parties have concluded a Contract for one or more Events or for admission to the Fradi Museum, normal termination of the Contract is excluded.
- 5.5. A Party shall have the right to terminate the Treaty with immediate effect in the event of a serious breach of the other Party. A serious breach of

contract on the part of the Buyer is considered to be in particular a serious violation of the House Rules, as well as the non-fulfilment or late payment of the Purchase Price payable in whole or in part in accordance with the terms of the Contract, if the Buyer does not fulfill it within the maximum 15 (fifteen) day additional deadline set therein, despite the written notice. If SPORTFIVE applies immediate termination in the event of a serious breach of contract by the Buyer, the Buyer is obliged to pay a penalty, the amount of which is 100% of the outstanding gross Purchase Price according to the Contract.

- 5.6. Termination or modification of the Agreement can only be considered valid in writing, with the signature of the legal representative of the Parties or their authorized representative attached to a private document/public document with full evidential force.
- 5.7. Termination or modification of the Agreement can only be considered valid in writing, with the signature of the legal representative of the Parties or their authorized representative attached to a private document/public document with full evidential force.

### **6. Confidentiality**

- 6.1. The Contracting Parties are obliged to keep all economic and other data, facts and information concerning the other party that they have come to know in connection with the Contract as business secrets; this obligation is incumbent on the Contracting Parties even after the termination of the legal relationship. The exemption from confidentiality may be granted only by the authorised representative of the other Party. Any damage caused to the other party or to third parties in breach of this obligation shall be compensated by the confidential party. The Contracting Parties shall act with mutual respect for each other and shall, for the duration of the Treaty, refrain from any conduct or statement which impairs or may harm the reputation of the other Party, in particular where such conduct would adversely affect the interests of football sport.
- 6.2. The Buyer may provide information to the press regarding the Contract and other information concerning SportFive and/or Arena only with the prior and written consent of the Director of SPORTFIVE. In case of breach of this obligation, Buyer is obliged to pay SPORTFIVE a penalty equal to the amount of the gross Purchase Price specified in the relevant provision of the Contract within 8 (eight) days, and SPORTFIVE shall also be entitled to reimbursement of verified damages in excess of the penalty demand from Buyer.
- 6.3. A breach of any of the provisions of points II.6.1 and II.6.2 of the GTC shall be considered a serious breach of contract, in which case the Party suffering the infringement shall be entitled to terminate the Contract with immediate effect.

### **7. Contact**

- 7.1. The Contracting Parties shall establish in the Treaty who are the persons designated by the Contracting Parties to communicate.

- 7.2. The Contracting Parties agree that the declarations contained in the Contract and the General Terms and Conditions can only be considered effectively communicated in writing (including e-mail). The provisions of the General Terms and Conditions regarding delivery are also applicable when making legal declarations.
- 7.3. The Contracting Parties are obliged to send all official notices or other communications contained in the Contract or related to it in writing to the other Party, which in the case of a shipment sent by post shall be considered as delivered, if it is handed over to the addressee in person or sent by post as registered mail and the delivery receipt from the addressee is proof of receipt, or "recipient moved to an unknown location", it is returned with "recipient unknown", "recipient moved" and "address insufficient" as well as "not searched for". The Contracting Parties also accept the transmission of official notifications or other communications by fax or electronic means (e-mail). In case of dispute, the date of delivery
- 7.3.1. in the case of personal delivery, the date of receipt
- 7.3.2. in the case of transmission by fax or e-mail, the date of sending
- 7.3.3. in case of successful postal delivery, the day of delivery
- 7.3.4. in case of ineffective postal delivery, the 5th day after receiving the postal notification confirming the ineffectiveness
- 7.4. The Contracting Parties are obliged to notify the other party of any changes in their data (especially the party's address, bank account number, tax number) or that affect the contact person immediately after the change. The defaulting Party is responsible for all verifiable damages resulting from the failure or delayed fulfillment of this notification obligation.

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

- 8.1. If the Buyer qualifies as a Consumer, the provisions of the General Terms and Conditions must be applied with the deviations contained in this point.
- 8.2. In the absence of the confirmation provided for in the General Terms and Conditions, the Contract shall not be concluded in the case of a Buyer who is considered a Consumer, unless the Contracting Parties begin the performance of the Contract.
- 8.3. In the event of a price increase as set out in the relevant clauses of the General Terms and Conditions, the Buyer who is considered a Consumer has the right to withdraw from the Contract in writing for the next Season within 15 days from the date of receipt of the notification of the price increase.
- 8.4. Contrary to the relevant point of the General Terms and Conditions, the Customer who is considered a Consumer may terminate the Contract concluded for one or more Seasons by giving notice no later than May 31st before the end of the Season.
- 8.5. Contrary to the relevant point of the General Terms and Conditions, the Buyer who is considered a Consumer has the right to withdraw from the Contract or terminate the Contract within 15 (fifteen) days from the date of entry into force of a unilateral amendment to the General Terms and

Conditions or its annexes.

- 8.6. SPORTFIVE informs the Customer that, on the basis of Article 29 (1) point I) of Government Decree 45/2014 (II. 26) on the detailed rules of contracts between the consumer and the company, he is not entitled to the right of withdrawal from the Contract without giving reasons.
- 8.7. SPORTFIVE informs the Customer that it is not obliged to provide a warranty in relation to the Service.
- 8.8. SPORTFIVE informs the Customer that it is not subject to a code of conduct.
- 8.9. SPORTFIVE informs the Buyer that in the event of a consumer complaint, the Consumer is entitled to initiate the procedure of the competent conciliation body. SPORTFIVE informs the Customer that it does not obligatorily submit to the recommendation of the conciliation board. Competent conciliation body according to the seat of SPORTFIVE: Budapest Conciliation Board (headquarters: 1016 Budapest, Krisztina körút 99, III floor 310; mailing address: 1253 Budapest, Pf.:10).
- 8.10. SPORTFIVE informs the Buyer that in the event of a consumer complaint, he can initiate an online dispute resolution procedure at the following link:
- 8.11. <https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>
- 8.12. Contrary to the relevant point of the General Terms and Conditions, the Contracting Parties agree that, in the case of a Buyer who is considered a Consumer, all legal disputes arising from the Contract - in the event of failure of negotiation - will be subject to the procedure of a court with jurisdiction and jurisdiction over the legal dispute in accordance with the current law on civil procedure.

### III. OTHER PROVISIONS

1. Pursuant to Section 6:209 of the Civil Code, the Customer gives prior and irrevocable consent to SPORTFIVE transferring the Contract to the persons specified in Section 8:2 of the Civil Code, and assigning to these persons the rights contained therein or resulting therefrom and the Customer's obligations.
2. The buyer is entitled to transfer his rights and obligations arising from the Contract to a third party only in the case specified in the relevant point of these GTC, with the prior consent of SPORTFIVE.
3. SPORTFIVE informs the Customer that it is not subject to a code of conduct.
4. In case of invalidity of any provision of the Contract and/or these GTC, the Contracting Parties shall - after consultation - try to replace the invalid part with a valid provision by mutual agreement. The Contracting Parties

undertake to mutually undertake to negotiate with each other regarding the replacement of the invalid part in such a case, and in doing so attempt to find a new provision that best meets the objectives of the Contract and the will of the Contracting Parties to enter into a contract.

5. The legal relationship of the Contracting Parties is also subject to the prohibition of implied waiver of rights, which means that if at any time, either party is unable to oblige the other party to strictly comply with a contractual obligation contained in the Contract and/or these GTC, it does not mean a waiver of the fact that the contractual behavior will later be enforced. The prohibition of tacit waiver of rights also extends to the fact that if a provision is violated by a party and the other party does not take immediate action against it, this does not mean that that the innocent party would thereby give consent to the provision being repeatedly violated by the other party later on.
6. If a dispute arises between the Contracting Parties regarding any issue contained in the Contract and/or these GTC, the Contracting Parties are obliged to attempt to resolve the dispute amicably. To this end, any party may initiate a consultation in order to enforce one of its claims contained in the Contract and/or these GTC. If the negotiation does not lead to a result, the party initiating the negotiation is entitled to assert its claim through civil litigation or non-litigation, or through other means provided by law. If the negotiation does not lead to a result, the party initiating the negotiation is entitled to assert its claim through civil litigation or non-litigation, or through other means provided by law.
7. SPORTFIVE informs the Buyer, who is considered a Consumer, that in the event of a consumer complaint, he can initiate the procedure of the competent consumer protection authority or the conciliation board. SPORTFIVE informs the Customer that it does not obligatorily submit to the recommendation of the conciliation board. Competent conciliation body according to the seat of SPORTFIVE: Budapest Conciliation Board (headquarters: 1016 Budapest, Krisztina körút 99, III floor 310; mailing address: 1253 Budapest, Pf.:10).
8. SPORTFIVE informs the Buyer that in the event of a consumer complaint, he can initiate an online dispute resolution procedure at the following link:  
<https://webgate.ec.europa.eu/odr/main/?event=main.home.show&lng=HU>
9. If an Event has been canceled (or some Events have been cancelled), or the Event(s) has been organized with the exclusion of spectators or a limitation of the number of spectators (as if the Customer did not participate in the Event(s) for this reason), and the Purchaser has previously paid the Purchase Price of the relevant Pass, the Contracting Parties may agree on compensation for the missed Event(s) during the Purchaser's new Pass purchase on the basis of a value negotiation, during which - in the absence of a different agreement by the Contracting Parties - the Purchase Price of the previously purchased Pass and the newly purchased Pass must be considered to be of equal value. In the cases described in this section, the value of the Purchase Price should be understood as the value expressed in Hungarian forints.



10. The contracting parties declare that in matters not regulated in the Contract and/or these GTC, the provisions of the Civil Code, the Sport tv., and other applicable Hungarian legislation regarding the legal relationship of the Contracting Parties are considered to be the governing law.
11. If the provisions of the General Terms and Conditions and other provisions of the Contract differ from each other, the legal relationship between the Contracting Parties shall primarily be governed by the provisions contained in the Contract.
12. With the conclusion of the Agreement, any previously concluded agreement of the Contracting Parties in any form shall cease to have effect, and their legal relationship shall be governed solely by the rules of the Agreement and these General Terms and Conditions.
13. SPORTFIVE is entitled to unilaterally amend the General Terms and Conditions. SPORTFIVE is obliged to publish a notice of the amendment to the General Terms and Conditions on the Website at least 15 (fifteen) days before the amendment takes effect. The holder of the right to operate (SPORTFIVE) is entitled, in exceptional circumstances, to make unique, special provisions different from those contained in these General Terms and Conditions, which amendment shall enter into force upon publication on the website.
14. The amendment of the General Terms and Conditions and its annexes shall also apply to the Contract already in force as of its entry into force. The amendment of the General Terms and Conditions and its annexes shall also apply to the Contract already in force as of its entry into force. In the event that the Buyer exercises his right of withdrawal or termination against the amendment, the amendment shall be considered accepted by the Buyer.

Budapest, 15th June, 2022.

### **SPORTFIVE HUNGARY Kft.**

Csaba Siklósi and András Igaz are managing directors

#### **Appendix 1: *The services belonging to each sector***

##### **1. ANNEX NO.:**

## **The services belonging to each sector**

### **I. 1899 - TELEKOM LOUNGE SECTOR**

Tickets for the following Events in the Season:

- all OTP Bank Liga matches
- all Hungarian Cup matches (except Hungarian Cup final)

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

- Champions League matches (taking UEFA/MLSZ regulations into account)
- Europa League matches (taking UEFA/MLSZ regulations into account)
- Hungarian Cup Final (if the venue is the Arena, taking into account MLSZ regulations)
- Friendly matches
- Hungarian national team matches (taking UEFA/MLSZ regulations into account)
- other Events (if SPORTFIVE is the organizer/rights holder)

#### **Content of the Service:**

##### **A. Ticket for the event**

- entry to the area of the MVM Gold sector and the exclusive 1899 - Telekom Lounge sector created here for the number of Tickets specified in the Agreement
- entry to the Skybox level
- named Business seats in the VIP sector in the number specified in the contract
- the number of parking spaces established in the Agreement

##### **B. Hospitality services**

- available from 2 (two) hours before kick-off (other starting time) until one hour after the end of the Event (regardless of the official closing time, but up to the time specified in the Government Decree)
- food and drink selection: high-quality hospitality with quality food, choice from a limited menu (appetizers, soups, main courses and desserts until the start of the match, half-time snack during the break), snacks (popcorn, salty seeds), quality alcoholic and non-alcoholic drinks

##### **C. FTC Business Club membership for the Buyer**

#### **Splitting the Purchase Price:**

- A. Ticket for the event: 80%
- B. Hospitality service: 20%

### **II. MVM GOLD SECTOR**

Tickets for the following Events in the Season:



- all OTP Bank Liga matches
- all Hungarian Cup matches (except Hungarian Cup final)

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

- Champions League matches (taking UEFA/MLSZ regulations into account)
- Europa League matches (taking UEFA/MLSZ regulations into account)
- Hungarian Cup Final (if the venue is the Arena, taking into account MLSZ regulations)
- Friendly matches
- Hungarian national team matches (taking UEFA/MLSZ regulations into account)
- other Events (if SPORTFIVE is the organizer/rights holder)

## **Content of the Service:**

### A. Ticket for the event

- entry to the territory of the MVMGold sector in the number of Tickets specified in the Agreement
- Business seats in the middle of the VIP sector
- the number of parking spaces stipulated in the contract

### B. Hospitality services

- available from 2 (two) hours before kick-off (other starting time) until one hour after the end of the Event (regardless of the official closing time, but up to the time specified in the Government Decree)
- food and drink selection: free choice, high quality catering - buffet solution with quality food (appetizers, salads, main courses and desserts until the start of the match, mid-term snack during the break), snacks (popcorn, savory seeds), spirits and Non-alcoholic beverages

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

## **Splitting the Purchase Price:**

A. Ticket for the event: 80%

B. Hospitality service: 20%

## **III. TELEKOM SECTOR**

Tickets for the following Events in the Season:

- all OTP Bank Liga matches
- all Hungarian Cup matches (except Hungarian Cup final)

Priority right in VIP Bronze category for the following Events:

- Champions League matches (taking UEFA/MLSZ regulations into account)

- Europa League matches (taking UEFA/MLSZ regulations into account)
- Hungarian Cup Final (if the venue is the Groupama Arena, taking into account MLSZ regulations)
- Friendly matches
- Hungarian national team matches (taking UEFA/MLSZ regulations into account)
- other Events (if SPORTFIVE is the rightholder)

## **Content of the Service:**

### A. Event Entrance Ticket

- entry to the territory of the Telekom Sector through the Bronze Left VIP entrance in the number of tickets stipulated in the Contract
- Business seats on the left side of the VIP sector
- number of parking spaces provided for in the Treaty

### B. Hospitality

- available 2 (two) hours before the kickoff (other start time) until one hour after the end of the event (regardless of the official closing time, however, up to the date specified in the Government Decree)
- food and beverage selection: free choice, buffet solution 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 Buyer

## **Splitting the Purchase Price:**

A. Entrance ticket for the event: 75%

B. Catering services: 25%

## **IV. SectorVVK**

Tickets for the following Events in the Season:

- all OTP Bank League matches
- all Hungarian Cup matches (except Hungarian Cup Final)

## **Content of the Service:**

### A. Event Entrance Ticket

- entry to the territory of the VVK sector through the Bronze Right VIP entrance in the number of Entrance Tickets stipulated in the Treaty
- Business seating on the right side of the VIP sector

## B. Catering services

- paid buffet service exclusively for guests of the VVK sector

### **Splitting the Purchase Price:**

- A. Entrance ticket for the event: 100%