

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

I. General provisions

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

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

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

Provider's name:	<i>Barion Payment Zrt</i>
Seat and Postal Address:	<i>1117 Budapest, Irinyi József utca 4-20. 2. em.</i>
Authority of Registration:	<i>Fővárosi Törvényszék Cégbírósága</i>
Business Registration Number:	<i>01-10-048552</i>
Tax Number:	<i>25353192-2-43</i>
Telephone:	<i>+36 1 464 7099</i>

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

with special regard to the information in Point II of GTC – have been taken note of and accepted as obligatory to them.

5. The contract concluded is constituted as a written contract. The conclusion of the contract is certified by the data relevant to the purchase provided and electronically saved by the Purchaser, which data are saved and guarded by the Organizer until the deadline defined in the legal provisions of accounting and taxation. The data typed by the Purchaser, the data regarding the product and guarded in the Organizer's System, the confirmation of the transaction as well as the wording of the GTC respectively, form together the written contract as a whole. The written contract is not filed by the Organizer separately, however, they assure that the governing text of the GTC of the day as well as the data and confirmation defined in the previous sentence are safeguarded according to the rules made possible by GDPR.
6. Organizer informs Purchaser and Purchaser explicitly accepts that Organizer has the right to modify GTC without prejudice. In case of modification, Organizer informs Purchaser by publishing it on their website.

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

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

induce further costs that are shown exactly by the System. The total amount of the countervalue includes all the costs. Payment and delivery of the electronic ticket to the e-mail inbox given by the Purchaser is practically performed in real time, instantly. There is no possibility to deliver e-tickets, they are sent by the Provider electronically. Fulfilment of the service is automatic, the deadline of fulfilment is immediate.

- Information on the conditions of exercising withdrawal and termination rights to which customers are entitled is included in Point VII of the present GTC.
- Rules regarding warranty in respect of defects and products warranties are detailed in Point VII of the present GTC
- The Ticket Vendor does not perform transactions in the course of which, due to exercising customer's right of withdrawal and termination, customer would be obliged to reimburse Ticket Vendor's reasonable costs.
- In the course of the purchasing process, Purchaser does not have any obligations apart from the settlement of the countervalue. The Purchaser does not provide any deposit or other financial collateral for the Ticket Vendor.
- For the sake of the operation of digital data content and technical protection, Organizer stores the data content on several hard discs on servers equipped with security systems. In case any of the hard discs get damaged, the system remains fully operational even with the remaining hard discs. Regular data backup of the full data content is performed, thus, in case of a problem, the original data content can be restored.
- Organizer stores the upcoming data in MySQL data basis. Sensitive data are stored with encryption of appropriate strength.
- In case of a possibly arising legal dispute between Purchaser and Ticket Vendor, Purchaser is entitled to initiate out-of-court settlement through any of the contacts defined in the present GTC.
- It is possible to settle disputes (customers' dispute) in out-of-court settlement between customer and company relevant to product quality and safety, the application of product liability rules, service quality, furthermore the conclusion and fulfilment of the contract between the parties, before a Panel of Conciliation. The name of the Panel of Conciliation competent according to the seat of Ticket Vendor is: Budapesti Békéltető Testület, (Budapest Panel of Conciliation) seat: 1016 Budapest, Krisztina krt. 99. I. em. 111., postal address: 1253 Budapest, Pf.: 10.

III. Confidentiality

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

4. Ticket Vendor handles Purchaser's data primarily for the purpose of fulfilment of the contract concluded with Purchaser.
5. In the course of purchase, Purchaser (on the so-called Basket side) has the possibility to modify or delete the content of the basket. Payment - depending on the selected method of payment - is made on Provider's platform. After payment there is no possibility for modifying or deleting the order.

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

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

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

IV. Process of online ticket purchase

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

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

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

V. Price, Terms of Payment and Delivery

1. Detailed regulations as to settlement of price, methods of payment are included in Organizer's GTC.
2. For possible failures emerging through bank payment Ticket Vendor cannot be held liable.

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

VI. Ticket types

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

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

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

2.1. Warranty in respect of defects

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

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

can withdraw from the contract. Purchaser can change from their selected right of warranty to other, the cost of which change, however, shall be borne by Purchaser, except for the case when it was justified or it was the company that gave grounds for it.

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

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

2.2. Organiser's right of termination

The Organiser shall be entitled to terminate the legal relationship with respect to a particular Event or all Events for which the Purchaser holds a ticket or wristband with immediate effect if the Purchaser breaches any provision of these GTC in relation to their legal relationship with respect to any Event. In such event, the Organiser may refund or cancel the Purchaser 's ticket or remove the Purchaser 's wristband and the Purchaser shall leave the Event or refrain from entering. An Unauthorised Participant may not remain at the Event at all and must leave the Event immediately upon notice from the Organizer.

In addition to or instead of immediate termination, the Organiser may impose a partial (for a specific Event or individual Events) or total (for all Events organised by the Organizer) ban on the relevant Purchaser and Unauthorised Participant for a specified period (until the end of the relevant Event or for a longer specified period). After the expiry of the ban, the Organizer may impose specific conditions on the right to attend Events. If the Purchaser attends an Event during the period of the ban, or after the expiry of the ban, breaches the specific conditions imposed by the Organizer, they shall leave the Event immediately upon request by the Organizer.

VIII. Limitations of service

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

IX. Rules relevant to Event

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

strike, disaster affecting masses, ***epidemic (pandemic), in case of force majeure, or other case, measures and regulations ordered by the Government***, which do not directly depend on Parties' will and directly prohibit the party from fulfilling their contractual obligation. In the event of force majeure, the Organizer shall be entitled to cancel the Event or reschedule it, and shall inform the Participants thereof without delay.

12. The Purchaser is obliged to behave in accordance with the general norms and in compliance with the applicable legal regulations, the GTC and the rules of the House, both on and off the Event premises (including, but not limited to: at other Events organised by the Organizer, at the Organizer's headquarters, in dealings with the Organizer's employees and at other locations connected with the Organizer). The Purchaser must refrain from any manifestation, communication or action that may endanger or harm the personal rights, life, health or physical integrity of others and must act and behave in a civilised manner in accordance with the general rules.
13. The Organizer is entitled to refuse entry to a Purchaser who has already been prosecuted by a public authority for violation of the standards set out in paragraph 12 of Clause IX, or who has engaged or has engaged in provocatively anti-communal, violent behaviour that is likely to cause offence or alarm in others, and to terminate the legal relationship between the parties with immediate effect (hereinafter referred to as "Unauthorised Participant").

X. Intellectual property

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

XI. Complaint handling

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

5. Purchaser shall turn to Provider with their complaint in connection with the ticket purchase. (Relevant to the actual process of purchase).

XII. Final provisions

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

Valid and applicable from: 1st of May 2023

For the General Services Agreement for students and teachers, please scroll down!

**GENERAL SERVICES AGREEMENT
(GSA)
- in single structure with modifications -**

I. General provisions

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

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

1. The present GSA defines terms and conditions between Organizer and the natural person- teacher and student (hereinafter: Participant) using the present Internet platform, and of using free tickets and passes (hereinafter: Tickets) to the Event, as well as rights and obligations between the parties. According to the present GSA, the person possessing a valid student card at the time of filling in the questionnaire, qualifies as student, and the person possessing a valid pedagogue's certification at the time of filling in the questionnaire, qualifies as teacher.
 2. Organizer, in case of students and teachers voluntarily filling in the questionnaire found on the website, provides free Tickets according to the content of the present GSA.
 3. Organizer operates an online Internet system (hereinafter: System) to facilitate acquisition of free tickets and passes for teachers and students to the Event.
 4. Free Tickets requested through the System for Participant are provided by Event Organizer. The implementation of Event as announced is the obligation of the organizer of the event whose particulars are included in the Event data sheet and the Ticket.
 5. Services as in the present GSA can be received by natural persons over the age of 16. Participant accepts the provisions of the present GSA by pressing the 'check-box' key on the website. After concluding the contract, Participant declares that they took note of and accepted as obligatory to themselves the terms and conditions in the present GSA – thus, especially the information included in Point II of GSA.
 6. The contract concluded qualifies as a written one, the conclusion of the contract is certified by the particulars given by Participant and electronically saved, which particulars are safeguarded by Organizer for five years after conclusion of contract. The data typed by Participant, data relevant to the product and safeguarded in the system of the Organizer, confirmation of the transaction and the wording of GSA, respectively, form together the written contract. The contract concluded is not separately filed by Organizer, but ensures the safeguarding, made possible by the rules of GDPR, of the wording of GSA of the day as well as the data and confirmations mentioned in the previous sentence.
 7. Organizer informs Participant and Participant explicitly takes note that Organizer is entitled to modify GSA without prejudice. In case of modification of GSA, Organizer informs Participant by publishing it on its website.
- I. Prior information relevant to conclusion of distance contracts as per Government Decree 45/2014. (II. 26) Par.11. on distance contracts**

3. Dear Participants, we request you to kindly take note of and accept the following:
- The essential features of the Event in question can be found on the website of the Event. (www.brainbar.com). Comprehensive information can be found on the website on the tickets currently available as well as on their prices. Prices include VAT. Participant can see all particulars on Organizer's website, without registration.
 - The name and contact (seat, postal address, telephone number, e-mail address) of the Organizer are included in Point I of GSA. The name and other identifying particulars of the Organizer are found on the Ticket as well as on the invoice/receipt.
 - The place of Organizer's business activity is the seat shown in Point I. Customer can address their complaint to any of the contacts presented in Point I. Regulations relevant to complaint handling are presented in Point XI of the present GSA.
 - The full amount of the countervalue for the contracted product or service, respectively, containing VAT, is shown on the purchase platform, where the gross ticket prices, handling charges and possible transport fees are presented. In addition to the gross prices shown here the customer shall not have any additional costs. The amount of the financial reward includes all the costs relevant to the purchase in question.
 - The contract between the Organizer and the Participant is concluded for definite duration of time until the date of the Event (Until the end of the day that can be attended with the Event Ticket). The Organizer does not apply any contracts for indefinite duration, nor float fee contracts. The contract shall not be modified to be valid for an undetermined period of time.
 - As the countervalue of the internet, mobile or other electronic connection (cell phone, telephone, computer, etc.), possibly a special method of payment .e.g.: mobile payment) for the sake of implementing the purchase, on the basis of the Participant's individual subscription or other contract, their telecommunications provider may charge a fee. The Organizer itself, however, does not apply any premium rate service.
 - Information relevant to the conditions of exercising rights of withdrawal and termination of the customer is included in Point VII of the present GSA.
 - Rules relevant to vices des cachés and product warranty are detailed in Point VII of the present GSA.
 - Organizer does not perform transactions through the course of which due to the exercise of rights of withdrawal and termination customer would be obliged to reimburse Organizer's reasonable costs.
 - In the course of purchase/request, Participant does not have any obligations apart from paying the countervalue (filling in the questionnaire and sending it). Participant does not provide any deposit or other collateral for Organizer.
 - For the sake of the operation of the digital data content and technical protection, Organizer stores the data content on several hard discs on servers equipped with security systems. In case any of the hard discs get damaged, the system remains fully operational even with the remaining hard discs. Regular data backup of the full data content is performed, thus, in case of a problem, the original data content can be restored.
 - Organizer stores the upcoming data in MSSQL and MySQL data basis. Sensitive data are stored with encryption of appropriate strength.

- In case of a possibly arising legal dispute between Participant and Organizer, Participant is entitled to initiate out-of-court settlement through any of the contacts defined in the present GSA
- It is possible to settle disputes (customers' dispute) in out-of-court settlement between customer and enterprise/company/business relevant to product quality and safety, the application of product liability rules, service quality, furthermore the conclusion and fulfilment of the contract between the parties, before a Panel of Conciliation. The name of the Panel of Conciliation competent according to the seat of Organizer is: Budapesti Békéltető Testület, (Budapest Panel of Conciliation) seat: 1016 Budapest, Krisztina krt. 99. I. em. 111., postal address: 1253 Budapest, Pf.: 10.

II. Data policy

1. Provider is entitled to reject Participant's order in a justified case, especially in the case of receiving false or incorrect data and any kind of abuse of System or Tickets, respectively.
2. Participant is held fully liable in connection with their user name-password pair to their account and all types of purchases and activities through it, respectively.
3. Participant declares that their data have been given in true manner on Organizer's website and in the System, respectively. Organizer excludes liability for damages due to misused, incorrect or false data or e-mail address given during purchase. Provider and Organizer are liable for fulfilment and invoicing according to the data given by Participant. Organizer is entitled to delete obviously misused or false data, furthermore, they have the right to check Participant's authenticity. In case Organizer issues Tickets to individual names, those not being transferable, Provider is entitled to check Participant's data in compliance with the way required by Organizer.
4. Organizer handles Participant's data primarily for the purpose of fulfilment of the contract concluded with Purchaser.
5. Relevant to handling, storing personal data, Organizer and the possible data processors address them with reasonable care according to the Privacy Policy published on the Organizer's website. For possible damages caused by attacks despite reasonable care, however, Organizer, provider and data processors cannot be held liable.

III. The process of request for free tickets

1. It is possible to request free Tickets, by filling in the questionnaire on the website in a valid way and by sending it to Organizer by pressing the 'Done' key.
2. Organizer reviews and checks questionnaires after receiving them to see if they were filled in in a valid way. After checking the questionnaires, within 14 days before the starting day of the Event at the latest, Organizer sends confirmation to inform if the submitter of the questionnaire is entitled to receive a free ticket.
3. If Participant is entitled to the free Ticket, the Ticket is sent by Organizer by e-mail to Participant prior to the starting day of Event.
4. The Participant who is not entitled to the free Ticket according to the above, can purchase it on the attached link on the Organizer website, according to the conditions defined there.
5. The questionnaire is valid if Participant provides replies that are worth of assessment and accepts the present GSA and Confidentiality Information, respectively.

6. The e-mail confirming request is sent by Organizer to the e-mail address given by Participant. For all damage deriving from providing incorrect e-mail address, Participant is held liable.
7. Determination of Ticket prices is conferred solely on Organizer. Organizer reserves the right to change the Ticket price at any time. The right to modify prices does not apply to already initiated purchases.
8. Electronic certificates of request are stored at Organizer's own seat, at the server park appropriate for storing servers, respectively, while invoices in electronic form are safeguarded on the server of the Event Organizer's own at their seat.

VI. Ticket types

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

XIII. Right of withdrawal and termination, garantie des vices cachés and product warranty

3. Request can be interrupted at any time, without consequences by clicking key'X'. Participant cannot exercise their right of withdrawal or termination if the Ticket to the Event is valid for a given date (given day or deadline). In this case, Organizer is not in the position to either redeem the Ticket or reimburse the value of the purchase.
4. In this case Organizer is not in the position to redeem the Ticket or reimburse the value of purchase.
5. Participant can claim vices des cachés and product warranty defined in Act V. of 2013. on the Civil Code. Regarding the nature of the product as of the present GSA claims relevant to vices des cachés and product warranty, can be interpreted in a rather narrow sense.

3.1. Vices des cachés

In case of defective fulfilment of Organizer, Participant can seek claims of vices des cachés against the enterprise/company/business as of the following:

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

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

Within six months from fulfilment, apart from communicating the defect, there is no other condition of seeking legal proceedings regarding vices des cachés if it is certified that the product or service, respectively, was provided by Organizer. Following the six months after fulfilment, however, Participant shall prove that the defect discovered by them had already existed at the date of fulfilment.

3.2. Product warranty

In case of defect of goods (product) Participant – as to their choice – can seek legal proceedings regarding vices des cachés or product warranty.

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

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

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

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

XIV. Limitations of service

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

XV. Rules relevant to Event

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

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

12. The Participant shall behave in accordance with the general norms and in compliance with the applicable legal regulations, the GTC and the rules of the House, both on and off the Event premises (including, but not limited to: at other Events organised by the Organiser, at the Organiser's headquarters, in dealings with the Organiser's employees and at other locations connected with the Organiser). The Customer must refrain from any manifestation, communication or action that may endanger or harm the personal rights, life, health or physical integrity of others and must act and behave in a civilised manner in accordance with the general rules.
13. The Organiser is entitled to deny entry to a Participant who has already been prosecuted by a public authority for violation of the standards set out in paragraph 12 of Section IX, or who has engaged or has engaged in provocatively anti-communal, violent behaviour that is likely to cause offence or alarm in others, and to terminate the legal relationship between the parties with immediate effect (hereinafter referred to as "Unauthorised Participant").

XVI. Intellectual property

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

XI. Complaint handling

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

XII.Final provisions

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

Valid and applicable from: 1st of May 2023