

HOUSE RULES OF AKVÁRIUM KLUB

These House Rules of **Akvárium Klub** operated by **Akvárium Klub Üzemeltető Korlátolt Felelősségű Társaság** (Principal Office: 1051 Budapest, Erzsébet tér 12., Incorporation No.: 01-09-182559, Telephone No.: +36 30 860-33-68, E-mail: info@akvariumklub.hu, hereinafter: the Operator) set forth the mandatory rules of entry and general rules of conduct pertaining to Akvárium Klub. Upon entering the premises of Akvárium Klub, the Visitor acknowledges these House Rules and that the compliance with the House Rules will be inspected by the Operator for the purpose of the safety and security of Visitors as well as the lawful interests of the Operator.

I. ENTERING AKVÁRIUM KLUB

- 1./** Visitors may enter Akvárium Klub during opening hours. The Operator may charge a fee for particular programmes of Akvárium Klub. Such fee may be determined by the Operator, at its sole discretion. The entrance fees are published on the site www.akvariumklub.hu and at the on-site ticket office. The on-site ticket office is open from 12.00 to 20.00 every day. On concert days, it is also open after 20.00 on the condition that only tickets for the programme of the respective day may be purchased. The Operator precludes the possibility of exchanging, replacing, re-exchanging tickets or refunding their purchase price in any other manner, save for the case when the particular programme has been cancelled.
- 2./** Visitors may only enter and leave the premises of Akvárium Klub through the entrances open for Visitors guarded by the Operator.
- 3./** Visitors under the age of ten (10) may enter the programmes of Akvárium Klub without purchasing tickets, accompanied by an adult with a ticket. Visitors between the age of ten (10) and eighteen (18) may only enter the programmes with a ticket and accompanied by an adult. A maximum of three (3) visitors under the age of eighteen (18) accompanied by an adult may enter a programme. Only visitors over the age of eighteen (18) may enter electronic music events and any and all programmes ending after 23.00.
- 4./** The purchased ticket only entitles the Visitor to the wristband allowing entry to the particular event if the ticket is original, has not been used yet and the person in possession of the same acquired it lawfully. The Operator expressly reserves the right to request the ticket holder to present documents or certificates providing evidence for the lawfulness of acquiring or purchasing the ticket in the event it is suspected during entry that the Visitor acquired the ticket in an unlawful manner (specifically, but not limited to the case of fraud committed with the use of credit card), to determine the adequacy of such documents and to invalidate the ticket and deny entry in the absence of such documents or certificates without being required to refund the purchase price. The Operator is also entitled to deny entry if the ticket holder wishes to enter the event with a ticket that is fake, forged or already used.
- 5./** Damaging or losing the wristband shall be in the sole responsibility of the Visitor, therefore, in such case, the Visitor forfeits his rights granted by the intact wristband and shall leave the venue. Damaged wristbands (re-sealed or severed, wristbands with fasteners having been opened, those with a diameter exceeding the diameter of the hand of the ticket holder or wristbands that have been tampered with in any other manner) are invalid. The Operator will not replace or exchange any damaged or lost wristbands. The Operator reserves the right to continuously inspect the wristbands of visitors at the premises of Akvárium Klub through on-the-spot checks. The Operator expressly reserves the right to deny entry in cases where it is suspected that the wristband is not original, fake, forged, re-sealed from a previous event or has been tampered with in any other manner.
- 6./** For the safety of visitors of Akvárium Klub, the Operator reserves the right to restrict the scope of objects to be taken to the premises of Akvárium Klub (e.g. large bag, umbrella). Therefore, it is expressly

prohibited to take drugs, pyrotechnic devices, objects or devices containing explosive, toxic or flammable substances, tools suitable to make graffiti, airbrush sprays, felt-tip pens, fire arms, knives, butterfly knives, switchblade knives, gas sprays or blackjacks, batons, metal chains, throwing stars, slingshots and any other objects of special concern to public security as specified in laws on tools especially dangerous to public security in effect from time to time (currently in Government Decree No. 175/2003. (X. 28.)) and generally to take objects that are illegal to possess, or which may otherwise pose a danger to the safety of persons residing in Akvárium Klub. The Visitor may not enter the premises of Akvárium Klub with an object subject to restriction. Furthermore, the Visitor may not enter specific rooms of Akvárium Klub (Nagyhall, Kishall, Volt Bár) with coats, bags and umbrellas. When intending to enter these rooms, the Visitor shall place such belongings in the cloakroom.

7./ The Visitor may not take any beverages or food inside the premises of Akvárium Klub that are not distributed by the Operator on the premises of Akvárium Klub.

8./ Visitors may not enter the premises of Akvárium Klub in an intoxicated state or in inappropriate clothing. The Operator reserves the right to control access for the safety of other Visitors.

9./ Pursuant to Section 26 of Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators, the Operator may inspect any baggage, remove certain persons and stop them from entering the premises at the entrance and on the premises of Akvárium Klub.

The Operator will retain a security service provider specified in Act IV of 1998 on Regulations on Security and Private Investigation Services Provided by Business Enterprises, and on the Trade Association of Security Guards and Private Investigators in order to ensure compliance with the House Rules. By entering the premises, Visitors expressly agree to cooperate with such service providers within the legal framework and to adhere to their instructions in the case of an emergency. If the Visitor wishes to file a complaint regarding the conduct of such persons, the Visitor may do so in the offices of the Operator, possibly by indicating the ID number.

10./ Other than the assistance dogs, guide dogs and police dogs defined in laws, only pets deemed to be harmless according to public opinion that can be carried on a leash and do not pose a risk to the lives, health or physical integrity of Visitors and others may be brought into the open-air areas of Akvárium Klub free of charge and accompanied by their owners, only during daytime opening hours (between 12.00 and 17.00 each day) in compliance with general norms, without disturbing other Visitors. If deemed reasonable by the Operator, the Operator may request the Visitor arriving with a pet to use a muzzle and leash, or, alternatively to leave the area of Akvárium Klub. No pets other than the assistance dogs, guide dogs and police dogs defined in laws may be brought in to the open-air areas and closed spaces of Akvárium Klub in the evening hours (from 17.00 to closing).

11./ Visitors are prohibited to bring bicycles to the guest area of Akvárium Klub, including the area of the terrace. Visitors arriving by bicycle may use the public bicycle-sheds of the area.

12./ Persons

(i) not complying with the required security checks;

(ii) not able or not willing to verify their age with their personal ID card, passport, driving licence or other document suitable to verify personal identity;

(iii) previously removed or banned from the premises of Akvárium Klub;

(iv) subject to Subsection I/6.

may be stopped from entering the premises of Akvárium Klub.

II. RULES OF CONDUCT

1./ The Visitor shall conduct in a manner complying with general norms, relevant legal regulations and these House Rules on the premises of Akvárium Klub. The Visitor shall refrain from all expressions,

communications or acts that may endanger or harm the personal rights, lives, health or physical integrity of others. On the premises of Akvárium Klub, Visitors shall exercise utmost care regarding the protection of natural values and shall refrain from harming the same. The Operator requires Visitors to use the waste collectors to dispose of any waste.

2./ The Visitor acknowledges that the Operator and any persons and members of the press to whom the Operator granted a permit (pursuant to the provisions of the contracts concluded with them) as well as other Visitors may produce audio or video recordings of any events held at Akvárium Klub. The Operator hereby calls the attention of the Visitor that the episodes of the television show produced by Akvárium TV Korlátolt Felelősségű Társaság (1051 Budapest, Erzsébet tér 12., Cg. 01-09-203515) (Petőfi TV) are recorded on a regular basis. If the Visitor enters the premises of Akvárium Klub or resides in the same, it is possible that the Visitor may enter the field of view of cameras, and, this way, may be recorded and broadcasted, which means that video or audio recording may be produced of the Visitor and may be used. The recordings of „Petőfi TV” may be produced and used by Akvárium TV Kft. as well as any third parties determined by the same. The show itself (audio and video recording) may primarily be broadcasted on television channels within the scope of interest of Médiaszolgáltatás-támogató és Vagyonkezelő Alap (Media Services and Support Trust Fund) (1037 Budapest, Kunigunda útja 64.), especially on television channel (mii) and on the Internet.

Pursuant to the abovementioned, by entering Akvárium Klub and participating in any events of the same, the Visitor consents to the production and broadcasting of video and audio recordings as well as their use in any other manner, and consents to the display of his face, appearance and expressions on the condition that the Visitor may only be named upon his express consent. If the Visitor qualifies as a public figure, he/she may be named without his consent.

The person producing the recordings as mentioned above will acquire transferrable and exclusive licence to use unrestricted in terms of time or geography regarding the recordings of the Visitor. The Operator, as well as any person authorised by the same may utilise, use (including the promotion of Akvárium Klub), multiply, publish, adapt, disclose or distribute the recording in relation to the Visitor without any restrictions. The Visitor expressly acknowledges that the Operator and the persons authorised by the same may record the events, concerts and programmes of Akvárium Klub, may multiply the records, distribute them on image-bearing media, may broadcast them or distribute them to the audience otherwise, may broadcast them or distribute them to the audience otherwise repeatedly, including the case when the event, concert or programme is broadcasted to the audience via wire or other means (e.g. via YouTube) so that the audience may choose the place and date of access at their own discretion. In such case, the Visitor is not entitled to any kind of compensation or consideration and acknowledges expressly that he/she may not bring any claims in relation to the aforementioned either against the Operator, Akvárium TV Kft, or any third party taking part in the production of recordings or using the same.

The Visitor is entitled to produce an audio or video recording in Akvárium Klub on the condition that such recordings may only be made upon the prior written consent of the Operator. The Visitor may not sell or utilise such recording in exchange for consideration or without consideration for commercial purposes, may not name the Visitors displayed on the same without their consent and may not infringe their personal rights. The Operator expressly precludes any liability for damages arising from the Visitor's non-compliance with the aforementioned.

3./ The Visitors may not pursue any business, commercial or promotional activities without the prior written consent of the Operator on the premises of Akvárium Klub.

4./ Akvárium Klub will not serve persons under the age of eighteen (18) and intoxicated persons with alcoholic beverages. When being served at the counter, the Visitor may be requested to verify his age with a personal ID card. If the Visitor is not able or is not willing to verify his age in the aforementioned manner, the Operator may deny serving him with alcoholic beverages. Based on laws in effect, the use

of substances qualifying as drugs is prohibited on the premises of Akvárium Klub and shall constitute a criminal offense.

5./ The Operator, for purposes of security and safety, will use a surveillance system at the entrance of Akvárium Klub and at the bars. The recordings made in this manner will be deleted within seventy-two (72) hours if no circumstances implying criminal offenses or violations of laws have been recorded.

6./ The equipment, devices and transport routes shall be used in accordance with their present function and with due care, taking into consideration the distinctive colours, lightings and change of pavement. Akvárium Klub may not be held liable for any accidents or injuries arising from use not in accordance with present function, or injuries resulting from use of alcohol or other substances.

7./ With regard to the fact that the purpose of Akvárium Klub is to ensure civilised and undisturbed entertainment to the Visitors, any kind of demonstration, regardless of the number of participants, is prohibited on the premises of Akvárium Klub.

8./ Smoking is prohibited in the closed spaces of Akvárium Klub. The Operator will designate a smoking area on the terrace, outside of the entrances in a five meter distance.

9./ Persons

(i) endangering the lives or physical integrity of others;

(ii) endangering the property rights of others, or the integrity of their belongings;

(iii) acting in a manner posing threat to natural environment, acting in a vandalistic manner or engaged in another behaviour serving as the basis for police action ;

(iv) incites against the members of other social groups, or otherwise incites unrest in the audience with his aggressive behaviour ;

(v) does not remove the objects prohibited to be taken in pursuant to Subsection I/4 upon being called to do so;

(vi) has not entered the premises of Akvárium Klub through the entrance, or has been removed or banned from the same;

(vii) is subject to the provisions of Subsection I/6

may be removed or banned from the premises of Akvárium Klub.

Persons removed or banned from the premises of Akvárium Klub pursuant to the aforementioned may not claim a refund for the entrance fee.

III. MISCELLANEOUS PROVISIONS

1./ The Operator may only be held liable for violations caused intentionally within its own control, or posing threat to human life, physical integrity or health. The Operator precludes liability for any damages other than those in relation to the statutory rights of Visitors.

2./ The Visitor acknowledges that the Operator may not be held liable for any damage or abuse arising during or as a result of the application of either payment method, and, therefore, may not be held liable if the Visitor has not reported the loss of his credit card to the bank issuing the card. The Operator may not be held liable for the defects, deficiencies or safety of the applied payment method.

3./ The Visitor shall be fully liable, both in terms of civil and criminal law, for any damages caused on the premises of Akvárium Klub by him or the pet brought in by the same against the Operator, other Visitors or any third party.

4./ The Operator operates a cloakroom in Akvárium Klub. The cloakroom ticket only entitles Visitors to place their belongings once. The belongings of the Visitor placed in the cloakroom will be returned to him/her only in exchange for the cloakroom ticket. In the case of losing the cloakroom ticket, the Operator will only return the belongings of the Visitor upon the closing of the cloakroom. Only original cloakroom tickets entitles the Visitor to claim its belongings, tickets presented on telephone are not suitable for this purpose. The Operator may only be held liable for any damages caused to the belongings or valuables brought in the club by Visitors or the loss of the same if such belongings have been placed in the cloakroom. The Operator precludes liability in this regard in any other case. The Operator only accepts belongings and valuables to be placed in the cloakroom that are usually brought by visitors to institutions similar to the Klub and the value of which does not exceed 25 000 HUF. The Operator does not accept jewellery, cash or securities to be placed in the cloakroom. By using the cloakroom, the Visitor acknowledges that the value of the placed belongings does not exceed the limit specified in the previous sentence. The Operator expressly precludes liability for any damage caused to the belongings and valuables specified herein, as well as the belongings and valuables left in the coats and bags. The Operator will retain the objects forgotten in the cloakroom for a period not longer than a month. The Visitor may inquire about its belongings at info@akvariumklub.hu.

5./ The Operator reserves the right to change the programme.

Please take care of yourself and each other. Have fun!

Akvárium Klub Üzemeltető Kft.

The safety of the guests of Akvárium Klub is ensured by Valton-Sec Kft.

(1115 Budapest, Bartók Béla út 105-113., Telephone No.: +361 3097144, E-mail address: iroda@valton.hu)