

These House Rules of **Akvárium Klub** operated by **Akvárium Klub Üzemeltető Korlátolt Felelősségű Társaság** (1051 Budapest, Erzsébet tér 12., Company registration number: 01-09-182559, Telephone No.: +36 30 860-33-68, e-mail: info@akvariumklub.hu, hereinafter as: 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, Visitors acknowledge these House Rules and that compliance with the House Rules shall be inspected by the Operator for the purpose of the safety and security of Visitors as well as the legitimate 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 events of Akvárium Klub. Such fees may be determined by the Operator, at its sole discretion. Entrance fees are listed on the [www.akvariumklub.hu](http://www.akvariumklub.hu) website and at the on-site ticket office. The on-site ticket office is open from 4.00 pm to 8.00 pm on Thursdays and Fridays and 3.00 pm to 8.00 pm on Saturdays. On concert days, the ticket office is also open after 8.00 pm, solely selling tickets for the events of the respective day. 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 event in question 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 . / The purchased ticket solely entitles Visitors to the wristband allowing entry to the particular event insofar as the ticket is original, has not been used yet and the person in possession of the ticket has 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 Visitors acquired tickets 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.

4 . / The damage to or loss of the wristband shall be the sole responsibility of Visitors, therefore, in such case, Visitors forfeit their rights granted by the intact wristband and must vacate 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 damaged or lost wristbands. The Operator reserves the right to continuously inspect the wristbands of visitors within 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.

5 . / 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 bags, umbrellas). Therefore, it is expressly prohibited to take drugs, pyrotechnic devices, objects or devices containing explosive, toxic or flammable substances, tools suitable for making 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. Visitors may not enter the premises of Akvárium Klub with an object

subject to restriction. Furthermore, Visitors may not enter specific rooms of Akvárium Klub (Large Hall, Small Hall, Volt Bár) with coats, bags and umbrellas. When intending to enter these rooms, Visitors shall place such belongings in the cloakroom.

6 / Visitors 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.

7 / 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.

8 / 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 within the premises of Akvárium Klub. The Operator shall employ the services of a security service provider as 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. Upon entering the premises, Visitors expressly agree to fully cooperate with such service providers within the legal framework and to adhere to their instructions in the case of an emergency. Should Visitors wish to file a complaint regarding the conduct of such persons, they may do so at the offices of the Operator, possibly by indicating the ID number.

9 / Other than 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 premises of Akvárium Klub free of charge and accompanied by their owners, solely during daytime opening hours (every day from 12.00 noon to 5.00 pm) in compliance with general norms, without disturbing other Visitors. If deemed justifiable by the Operator, it may call on Visitors arriving with a pet to use a muzzle and leash or, alternatively to vacate the premises of Akvárium Klub. No pets other than the assistance dogs, guide dogs and police dogs defined by law may be brought into the open-air areas – and enclosed spaces – of Akvárium Klub in the evening hours (from 8.00 pm to closing). / Visitors are prohibited from bringing bicycles to the guest area of Akvárium Klub, including the area of the terrace. Visitors arriving by bicycle may use the public bicycle-racks in the area.

**10** / Persons

(i) not complying with the required security checks;

(ii) unable or unwilling to verify their age with their personal ID card, passport, driver's 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 prevented from entering the premises of Akvárium Klub.

11/ The staff may refuse the entry of person(s) requesting entry to the premises insofar as the staff deems them to pose a threat to those residing in the premises.

12/ Individuals who have been refused entry to Akvárium Klub due to considerations listed above, are not entitled to the reimbursement of any previously paid entry fees.

### 13. / Entry of visitors under 18 years of age

- Entrance is free of charge under 5 years of age while escorted by an adult with a ticket
- Visitors under the age of sixteen (16) years of age may enter the events of Akvárium Klub by purchasing tickets, accompanied by an adult with a ticket
- Visitors over 16 years of age (who are no less than 16 years of age) may enter by purchasing tickets even when not accompanied by an adult.
- Visitors under 18 years of age (who are under 18 years of age) shall receive wristbands of a distinctive color – the issuing of which requires presenting documents (identity card or passport) that verify Visitors' age.
- Only visitors over 18 years of age may enter events that start after 10 pm.

Furthermore, damaged wristbands are void and the removal of distinguishing wristbands is prohibited.

Operator may diverge from the procedures and protocols described above at its own discretion.

## II. RULES OF CONDUCT

1 . / Visitor shall conduct themselves in a manner complying with general norms, relevant legal regulations and these House Rules within the premises of Akvárium Klub. Visitors shall refrain from all expressions, communications or acts that may endanger or harm the personal rights, lives, health or physical integrity of others. Within 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 collection bins for the disposal of waste.

2 . / Visitors acknowledge 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 informs Visitors 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. Upon entering or residing in the premises of Akvárium Klub, Visitors may enter the field of view of cameras and thus, may be recorded and broadcasted, which means that video or audio recording may be produced of Visitors which may be subsequently 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.), particularly on television channels and on the Internet.

Pursuant to the abovementioned, by entering Akvárium Klub and participating in any events of the same, Visitors consent 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 their face, appearance and expressions on the condition that Visitors may only be named with their express consent.

Insofar as Visitors qualify as public figures, they may be named without their consent.

The person producing the recordings mentioned above shall acquire a transferrable and exclusive licence to the unrestricted use in terms of time or place for the recordings of Visitors. 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 Visitors without any restrictions. Visitors expressly acknowledge that the Operator and the persons authorised by the same may record the events, concerts and events of Akvárium Klub, may multiply the recordings, distribute them on image-bearing media, broadcast them or distribute them to the audience otherwise repeatedly, including the case when the event or concert is broadcasted to the audience via cables 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 cases, Visitors are not entitled to any sort of compensation or consideration and expressly acknowledges that they may not present 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.

Visitors are entitled to produce audio or video recordings in the premises of Akvárium Klub on the condition that such recordings may only be made with the prior written consent of the Operator. Visitors may not sell or utilise such recordings for consideration or without consideration for commercial purposes and may not name 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 Visitors' non-compliance with the aforementioned.

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

4 . / Akvárium Klub will not serve persons under the age of eighteen and intoxicated persons with alcoholic beverages. When being served at the counter, Visitors may be requested to verify their age with a personal ID card. Insofar as Visitors are unable or unwilling to verify their age in the aforementioned manner, the Operator may deny serving them alcoholic beverages. Pursuant to the laws in effect, the use of substances qualifying as drugs is prohibited within the premises of Akvárium Klub and shall constitute a criminal offense.

5 . / The Operator, for security and safety purposes, shall use a surveillance system at the entrance of Akvárium Klub, the terrace, in guests areas, bars and in all event halls. The recordings made in this manner shall 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 of Akvárium Klub 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 assumes no liability for any accidents or injuries arising from any use that is not in accordance with their proper function, or injuries suffered under the influence of alcohol or other substances.

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

8 . / Smoking is prohibited in the closed spaces of Akvárium Klub. The Operator shall designate a smoking area on the terrace, five meters from the entrances.

**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 the natural environment, or engaged in vandalism or other forms of conduct that serve as the basis for police action ;

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

(v) who refuse to remove the objects prohibited to be taken into the premises of Akvárium Klub pursuant to Subsection I/4 upon being called to do so;

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

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

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

10. / Persons who show aggression against Visitors and staff can be removed from the premises of Akvárium Klub without further delay.

11. / 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 shall 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 . / Visitors acknowledge 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, shall not be held liable if they fail to report the loss of their credit card to the bank issuing the card. The Operator shall not be held liable for the defects, deficiencies or safety of the applied payment method.

3 . / Visitors shall be fully liable, both in terms of civil and criminal law, for any damages caused within the premises of Akvárium Klub by themselves or by any of their pets against the Operator, other Visitors or any third parties.

4 . / The Operator operates a cloakroom within the premises of Akvárium Klub. The cloakroom ticket only entitles Visitors to place their belongings once. The belongings of Visitors placed in the cloakroom will only be returned in exchange for the cloakroom ticket. In the case of losing the cloakroom ticket, the Operator shall only return the belongings of Visitors upon the closing of the cloakroom. *We kindly ask Visitors to take good care of their cloakroom tickets as deposited valuables will only be returned in exchange for the ticket. In the case of lost tickets, we charge a remanufacturing fee.* Only original cloakroom tickets entitle Visitors to claim belongings, tickets presented via phone are not suitable for this purpose. *Items left in the cloakroom shall be stored for a period of 30 days, after which they will no longer be kept at the cloakroom.* The Operator may only be held liable for any damages caused to the belongings or valuables brought into the club by Visitors or the loss of the same if such belongings have been deposited in the cloakroom. The Operator fully excludes its liability in this regard in all other cases. 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 HUF 25,000. The Operator does not accept jewellery, cash or securities to be placed in the cloakroom. By using the cloakroom, Visitors acknowledge that the value of the placed belongings does not exceed the limit specified in the previous sentence. The Operator expressly excludes its 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 left in the cloakroom for a period of no longer than one month. Visitors may make inquiries about their belongings by writing an email to [info@akvariumklub.hu](mailto:info@akvariumklub.hu).

5 . / The Operator reserves the right to change the event and itinerary. Times and dates listed on tickets and the website are for information purposes only, the duration of concerts and subsequent events may vary compared to what was previously announced.

6 . / There is a Recup (RePohár) system at the Event venue. More information on this is available at: <https://akvariumklub.hu/en/gyik/>. Recups have a cost of HUF 390, which can be subsequently redeemed for a token. Recups cannot be redeemed for cash.

7. / The Operator reserves the right to charge different amounts for various events and to keep certain venues closed at its discretion or to restrict access to said areas in relation to private events.

8. / The Operators call on Visitors to promptly notify the security staff or the staff of Akvárium Klub should they become aware of any irregularities, abandoned packages, accidents or vandalism. In the case of an emergency, please follow the instructions of the security staff, stay calm and vacate the premises through the nearest emergency exit.

The House Rules of Akvárium Klub shall remain in effect for an indefinite period, which the Operator is entitled to amend unilaterally. Any amendments shall enter into effect when stated on the website.

Visitors who were previously authorised to enter the premises may withdraw without justification from establishing a legal relationship within 8 days of the House Rules entering into effect, yet no later than within 3 days of the event.

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

24 February 2022

Akvárium Klub Üzemeltető Kft.

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

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