## AMENDED AND SEPARATED

## **REFUND POLICY OF VOLT PRODUKCIÓ KFT.**

## **REGARDING STRAND FESTIVAL 2020**

## AS OF JUNE 11, 2021

**VOLT Produkció Korlátolt Felelősségű Társaság** (Hajógyári sziget, lot number: 23796/58., 1033 Budapest, Hungary, registration number: 01-09-695549, hereinafter "**VOLT**"), as the organiser of STRAND Festival could not hold its festivals in 2020, since the holding of mass events were prohibited by the Hungarian government based on the COVID-19 pandemic situation. VOLT issued its refund policy in 2020 regarding STRAND Festival 2020 and B my Lake Festival 2020.

VOLT hereby determines the detailed provisions related to the refund regarding exclusively the 2020 Ticket/Service purchased for the STRAND Festival 2020 in accordance with the General Terms and Conditions of VOLT as of 10 March 2020 (hereinafter "**GTC**"). The scope of this Refund Policy covers the 2020 Ticket/Service for STRAND Festival 2020.

The terms defined in the GTC by applying block letters as first letter, and unless the context otherwise requires, shall have the same meaning as in the GTC.

#### I. Definitions:

**"10 NAP STRAND"** shall mean 2 (two) 5-5 (five-five) days festivals to be held by VOLT in the Summer of 2021, which are not the same as STRAND Festival.

**"10% Discount"** shall mean a one-time 10% discount from the purchase price, not inclusive of the handling fee, of a Ticket, a Service or a Product for 10 NAP STRAND event that can be used when purchasing at the webshop (<u>https://strandfesztival.com/en/</u>). The User who has a 2020 Ticket/Service in his/her Account at midnight on June 10, 2021 shall be entitled to the 10% Discount.

"2020 Event" shall mean the STRAND Festival 2020.

**"2020 Ticket/Service"** shall mean a Ticket for a cancelled 2020 Event or a Service should have been made available by VOLT at the cancelled 2020 Event.

"2022 Event" shall mean the STRAND Festival 2022.

**"2022 Ticket/Service"** shall mean a Ticket or Service for a 2022 Event that has been generated by VOLT after the Respective Opting Expiry Date if the opting of the corresponding 2020 Ticket/Service was Transfer.

**"Bonus"** shall mean a balance of credit free of charge linked to the 2022 Ticket/Service in the Account that can be used for purchasing at the webshop of the 2022 Event or for Top-up regarding the 2022 Event from the day when the ticket sales commences at the 2022 Event's webshop for the 2022 Event. The Bonus equals to the 10 (ten) percent of the Purchase Price.

**"Balance"** shall mean the amount of the Purchase Price of the 2020 Tickets/Services linked to an Account and selected to be converted into disposable balance.

"User" shall mean a Ticket Purchaser or a lawful ticket holder who has an Account.

**"Top-up"** shall mean the action when a person tops up a certain amount to his/her voucher before the 2022 Event or the 10 NAP STRAND or to his/her wristband's RFID Payment Chip after the entry, which can be used for purchase at the venue of the 2022 Event or 10 NAP STRAND.

"Account" shall mean an existing or to be created online user account with VOLT.

"Transfer" shall mean the automatic validity for the 2022 Event of the 2020 Ticket/Service.

**"Unused Balance"** shall mean the remaining of the Balance not used until noon following the last day of the 2022 Event.

"Cash Refund" shall mean the Purchase Price to be pecuniary refunded upon request.

**"Purchase Price"** shall mean the original price, not inclusive of the handling fee, that has been paid for the 2020 Ticket/Service by the Ticket Purchaser.

**"Refund"** shall mean any of the Transfer, Balance or Cash Refund options based on the decision of the entitled person according to the present Refund Policy.

**"Refund Proceeding Fee"** shall mean an amount equal to the 3 (three) per cent of the amount of the Cash Refund.

#### **II.** General provisions

Upon his or her sole discretion, the Ticket Purchaser or lawful ticket holder shall be entitled to:

- (i) Transfer;
- (ii) Balance; and/or
- (iii) Cash Refund

under the present Refund Policy.

This Refund Policy shall not be applied to any 2020 Ticket/Service issued differently than the ticket purchase transaction determined by Section 2 of Part II of the GTC (therefore, the present Refund Policy is not applicable in particular to artist, staff, guest, vendor and press 2020 Ticket/Service and 2020 Ticket/Service given by VOLT or any affiliated party as a prize or gift).

Any 2020 Ticket/Service may be disposed of separately unless otherwise provided herein.

The 10% Discount can be used by adding the character string presented under the QR code of the Ticket/Service. Several 10% Discount can be used for one purchase, however, one (1)

10% Discount will be valid for the purchase of only one (1) Ticket/Service/Product. The 10% Discount can be used until the last day of 10 NAP STRAND. The 10% Discount is not applicable for Top-up.

Until the end of the limitation period, which is 10 July 2021 (hereinafter "**Respective Opting Expiry Date**"), the 2020 Ticket/Service may be disposed of by opting for either Transfer or Balance and/or Cash Refund as determined hereunder. Opting for Balance is open from June 11, 2021. The default opting is Transfer. In an event of failure of different disposal within the respective limitation period, the default opting remains in effect.

A 2020 Ticket/Service may be refunded only once in accordance with this Refund Policy. If a 2020 Ticket/Service has been purchased from a Contracted Partner (ticket distributor) and it has performed refund on that, no Refund can be claimed from VOLT.

If a 2020 Ticket/Service has been sold by a Contracted Partner (ticket distributor), the provisions of the Cash Refund regarding the 2020 Ticket/Service shall be determined by the terms and conditions applied by such Contracted Partner. For such a 2020 Ticket/Service VOLT shall only provide the Cash Refund under a separate agreement with the Contracted Partner. In the absence of a separate agreement, or if the Contracted Partner has already performed Refund, the Cash Refund shall not be claimed from VOLT regarding the respective 2020 Ticket/Service.

## III. Transfer

Opting for Transfer is automatic. There is no need to initiate the Transfer in any form or create an Account for this reason. Therefore, in case of Transfer, the lawful ticket holder of the 2020 Ticket/Service shall be, without any further action, entitled to enter and participate the 2022 Event and use the 2020 Ticket/Service. However, the 2020 Ticket/Service may be linked to an Account. If the 2020 Ticket/Service has been linked to an Account, converted into Balance and used in full or in part or Cash Refund has been requested ('cash refund started' status is highlighted in the Account), the Transfer shall be cancelled and the 2020 Ticket/Service shall become invalid. VOLT's liability is excluded in this regard.

A 2022 Ticket/Service is automatically generated within 2 (two) working days following the Respective Opting Expiry Date if the opting is Transfer regardless of whether or not the 2020 Ticket/Service has been linked to an Account. If the 2020 Ticket/Service has been already linked to an Account prior to the Respective Opting Expiry Date, the 2022 Ticket/Service shall be displayed in the Account within 2 (two) working days after the Respective Opting Expiry Date. If the 2020 Ticket/Service is being linked to an Account after the Respective Opting Expiry Date, the 2022 Ticket/Service is being linked to an Account after the Respective Opting Expiry Date, the 2022 Ticket/Service shall be automatically displayed in the User's Account within 2 (two) working days.

If the relevant opting is Transfer on the Respective Opting Expiry Date, the Bonus shall be automatically granted to the User. In an event of this, the Bonus is automatically added to the Account within 10 (ten) working days following the linking of the 2022 Ticket/Service to the Account but not earlier than 2 (two) working days after the Respective Opting Expiry Date.

The Bonus shall be eligible only to the User, having a 2022 Ticket/Service, provided that an Account is created at least 10 (ten) working days before the 2022 Event.

The Bonus is non-transferable.

The Bonus may only be used until noon following the last day of the 2022 Event and is non-refundable.

If a User has both a Balance and a Bonus in the Account, for any purchase the Balance shall be used first.

It is not compulsory to indicate the day of entering the 2022 Event, however if having an Account, the exact day of entry to the corresponding 2022 Event can be added to the 2022 Ticket/Service between June 1, 2022 and July 1 2022. In an event of failure to indicate the day of entry, the 2020 Ticket/Service or the 2022 Ticket/Service shall be valid for the same day of the 2022 Event as it would have been valid in 2020. In case of a multiple day pass, the 2022 Ticket/Service can be used in the corresponding 2022 Event on consecutive days starting from the first day of entry. It is the ticket holder's sole responsibility to enter the 2022 Event at a time suitable for exploiting fully the 2022 Ticket/Service. VOLT's liability is excluded in this regard.

The 2020 Ticket/Service or the 2022 Ticket/Service for the Petőfi Zenei Nap shall be valid for the Petőfi Zenei Nap of the 2022 Event. The exact day of entry to the corresponding 2022 Event cannot be selected. Requesting Cash Refund is possible regarding this Ticket/Service.

The User is entitled to select the day of entry free of charge.

If the amount of the Purchase Price of the Ticket/Service for 2022 does not reach the amount of the Purchase Price of the 2020 Ticket/Service, the difference shall not be reimbursed by VOLT. VOLT's liability is excluded in this regard.

For any aspects of the use of the 2022 Ticket/Service, other than purchasing Tickets and Services, the provisions of the General Terms and Conditions of the corresponding 2022 Event shall apply. These may reasonably alter from the provisions of the GTC.

#### IV. Balance

An Account is required to opt for Balance regarding a 2020 Ticket/Service. A 2020 Ticket/Service can be selected to convert into Balance until the Respective Opting Expiry Date. A conversion of a 2020 Ticket/Service can be restored into Transfer until the Respective Opting Expiry Date unless the respective part of the Balance has been used in full or in part or Cash Refund has been started ('cash refund started' status is highlighted in the Account).

The Balance may be used until noon following the last day of the 2022 Event free of any charges or handling fee for the purchase of Products, Services and Tickets sold at the webshop of the 2022 Event or 10 NAP STRAND, and for Top-up regarding 10 NAP STRAND or the 2022 Event.

VOLT shall send an e-mail notification on the Unused Balance within 15 (fifteen) working days after the last day of the 2022 Event and request the provision of the data necessary for paying out the Unused Balance.

If the necessary data has not been provided within 30 (thirty) days after sending out the notification, the Unused Balance will not be paid. VOLT's liability is excluded in this regard.

If the necessary data has been provided in time, the Unused Balance shall be transferred to the designated bank account free of any further charges or handling fee within 45 (forty-five) days from the receipt of the necessary data.

## V. Cash Refund

An Account is required to opt for Cash Refund. A 2020 Ticket/Service can be selected for Cash Refund until the Respective Opting Expiry Date. At this point the 2020 Ticket's/Service's status shall be highlighted as 'scheduled to refund'. A selection of a 2020 Ticket/Service for Cash Refund can be restored into Balance or into 2020 Ticket/Service before the Cash Refund has been started ('cash refund started' status is highlighted in the Account).

The Cash Refund shall be performed within 45 (forty-five) days after the given 2020 Ticket/Service has been highlighted as 'scheduled to refund' in the Account.

Once the 'cash refund started' status is highlighted in the Account or Balance has been converted, the 2020 Ticket/Service may disappear from the Account.

The Refund Proceeding Fee shall be offset against the Cash Refund pursuant to Section 3 of Part II of the GTC. In accordance with this 3 (three) per cent shall be deducted therefore the entitled person shall receive 97 (ninety-seven) percent of the Cash Refund (hereinafter the "Actual Payable Amount") as follows.

- (i) The Actual Payable Amount shall be credited to the bank account belonging to the bank card used for the purchase of the respective 2020 Ticket/Service if the 2020 Ticket/Service was purchased by bank card, therefore only the Ticket Purchaser is entitled to the Cash Refund in this case.
- (ii) If any banking detail which is required to perform the transaction is not available, or the 2020 Ticket/Service has been purchased in person and in cash pursuant to Section 2.2 of Part II of the GTC, or Erzsébet Card, Erzsébet Voucher, Edenred voucher has been used for the purchase, providing a bank account number/IBAN and the name linked to is necessary in order to receive the Actual Payable Amount.
- (iii) If an OTP SZÉP Card, MKB SZÉP Card, OTP Cafeteria Card or Edenred Card has been used for the purchase of the 2020 Ticket/Service, the Actual Payable Amount shall be credited to the respective SZÉP Card, OTP Cafeteria Card or Edenred Card account, therefore only the Ticket Purchaser is entitled to the Cash Refund.
- (iv) If a K&H SZÉP Card has been used for the purchase of the 2020 Ticket/Service, the Actual Payable Amount shall be credited to the respective

K&H SZÉP Card, therefore only the Ticket Purchaser is entitled to the Cash Refund.

(v) If Erzsébet Card, or Erzsébet Voucher has been used for the purchase, then the Actual Payable Amount shall be credited to the designated bank account.

The Cash Refund shall be deemed as performed, if the Actual Payable Amount (i) has been deducted from VOLT's bank account for the purpose of Cash Refund on the basis of the transaction data of the original purchase or (ii) has been paid - in cases determined in the present Refund Policy - to the designated bank account (iii) has been credited to the bank account of the provider of SZÉP Card, OTP Cafeteria Card or Edenred Card account (iv) has been credited to the bank account of the bank account of the Contracted Partner.

If the bank account belonging to the bank card used for the purchase of the 2020 Ticket/Service has been terminated in the meantime, then the Actual Payable Amount is being kept by the bank that has previously managed the terminated bank account. In this case the payment of the Actual Payable Amount shall exclusively be requested from the respective bank. VOLT's liability is excluded in this regard.

If the bank card used for the purchase of the 2020 Ticket/Service has been expired or has been changed in the meantime, then the Actual Payable Amount is being kept by the bank managing the bank account belonging to the previous bank card. In this case the payment of the Actual Payable Amount shall exclusively be requested from the respective bank. VOLT's liability is excluded in this regard.

In the event the User and the holder of the credited account are different persons, it is their sole obligation to settle accounts with each other. VOLT's liability is excluded in this regard.

The Actual Payable Amount shall be credited to the account of the Contracted Partner, if the 2020 Ticket/Service has been purchased therefrom and it is the Contracted Partner's sole obligation to settle accounts with the entitled person. VOLT transfers the personal data to the Contracted Partner that is necessary to settle accounts with the entitled person. VOLT's liability is excluded in this regard.

# VI. Account

For processing the Refund options an Account and the acceptance of the present Refund Policy is required. After accessing the Refund platform, the respective 2020 Ticket/Service needs to be linked to the Account on the respective Event's website.

If the Account has been set up with the same email address used for the purchase of the respective 2020 Ticket/Service, this shall be automatically offered to be included to the Account when it is accessed through the respective Event's website, unless a third person has been already linked it to another Account. The User then can select the 2020 Ticket/Service to link it to the Account.

As a lawful ticket holder regarding to a 2020 Ticket/Service or 2022 Ticket/Service, the User, being even a different person from the Ticket Purchaser, can link it to the Account manually

on the respective Event's website unless a third person has been already linked it to another Account.

The User may delete a 2020 Ticket/Service from the Account and therefore make it possible to have it linked to a different Account.

Neither of the above changes shall affect the performance of the Cash Refund and the obligation of settling accounts pursuant to Part IV of the present Refund Policy.

If the User and the Ticket Purchaser of the given 2020 Ticket/Service are different persons or the User used a different email address when purchasing the given 2020 Ticket/Service, an email notification on the linkage shall be sent to the Ticket Purchaser's email address used for the purchase, provided it is known by VOLT. The Ticket Purchaser shall have the right to object against the linking of the respective 2020 Ticket/Service within 7 (seven) days from the receipt of the notification by sending an e-mail to VOLT's helpdesk. If the Ticket Purchaser fails to do so, the linking of the respective 2020 Ticket/Service to the respective Account becomes final. In case of an objection in time VOLT shall cancel all preceding disposals regarding the respective 2020 Ticket/Service and remove the 2020 Ticket/Service or the 2022 Ticket/Service from the Account and the resolution of the dispute shall be the sole responsibility of the parties involved. The right to Cash Refund concerning the 2020 Ticket/Service shall be lost automatically (forfeiture of right). The 2020 Ticket/Service shall be valid for the 2022 Event (Transfer). VOLT's liability is excluded in this regard.

If an Account is deleted with an Unused Balance or a 'scheduled to refund' Cash Refund status, the Unused Balance shall be lost, or the Cash Refund cannot be performed. However, if the Balance converted from a 2020 Ticket/Service has not been used at all by the time of the deletion of the Account or the Cash Refund claim is related to the full amount of a 2020 Ticket/Service, the respective 2020 Ticket/Service or the 2022 Ticket/Service can be relinked to a different Account pursuant to the provisions of the present Refund Policy.

More detailed information on the Account is available in the <u>Terms of Use</u>.

The present Policy was written in Hungarian, although its English version is also accessible. In the event of contradiction between Hungarian and English version, the Hungarian language version shall prevail.