GENERAL TERMS AND CONDITIONS FOR THE VOUCHER CARD
(FESTIPAY CARD) ISSUED BY VOLT PRODUKCIÓ LTD.

1. GENERAL PROVISIONS

The purpose of this General Terms and Conditions (hereinafter GTC) is to determine the general terms of the use of the Festipay voucher card (hereinafter card, or Festipay card) issued by VOLT Produkció LTD. ( Address: 1033 Budapest, Hajógyári Sziget 23796/58. Registration number: 01 09 695549 Taxnumber: 12625150-2-41 hereinafter VOLT) at BmyLake Festival organized and held by VOLT in 2017 (hereinafter the Festival) and the rights and obligations of VOLT and the natural persons using the card (hereinafter visitor or cardholder) concerning the use of the card.

By takeover of the card the cardholder agrees to the provisions of this GTC, and accepts to be bound thereby. The Festipay card is an electronic voucher issued by VOLT, which shall be used – exclusively, or non-exclusively – as a means of payment at the events held by VOLT, as unilaterally stipulated by VOLT. The card is an RFID card based on no-touch technology. The card may not be considered a bank card or a cash equivalent payment means.

The card may be used for payment in 2018 at the BmyLake Festival during the term of this events, at the commercial facilities operating at the events site provided by VOLT.

The card shall expire at the following time: August 26, 2018, at 12 noon.

The card is valid from takeover, it can be used following its recharge. The card can be taken over against a deposit of 500 HUF once and a deposit of 500 FT as a garbage fee. The deposit is given back in case of undamaged return of the card. The garbage fee is toped up to the card at the garbage collection point(s) upon returning a bag of garbage. The bank card convenience fee is: 200 HUF. The payment of the deposit is verified by a bill received at the first recharge. The card contains no information about the cardholders.

2. CARD REQUEST, REGISTRATION

The visitor can request a card personally upon arrival to the festival, at the Festipay card top up point. The cancellation or replacement of lost or damaged Festipay cards can only be requested by a registered user.

The visitor can register their Festipay cards in the Festipay application downloaded and used on Android and iOS system. The visitor can download the Festipay application from the Play Store and App Store.

The card can be used without registration, but the registration increases the safety of the card use, as only after registration can the visitor cancel a lost card. We would like to warn all card holders that without registration the electronic voucher embodied by the lost card, cannot be used by the original owner of the card thereafter (and anyone, who finds the card can use up the balance, as the card cannot be cancelled). With regard to this, registration is highly advised. As the name of the holder is not indicated on the card, the visitor is advised not to give it to others, and to keep it at a safe place. VOLT takes no responsibility for damages caused by non-compliance with the abovementioned, loss or damage of the card, use by unauthorized persons, and the absence of registration. Liability for the abovementioned is expressly excluded.

3. RECHARGING BALANCE, REPLACEMENT OF CARD

The card only can be recharged at the Topup Points or Automats located at the Festival. The Festipay application cannot be used to recharge the card. Each card has one balance. The balance can be recharged with any amount, in case of a new card however, i.e. a card not yet used, the minimum amount of recharging is 2 000 HUF, in case of a card already in use, the minimum amount of recharging is 100 HUF. The maximum balance of the card and the maximum amount of a single recharge is 290 000 HUF. The card can be used for payments of any amount if the balance of the card allows. The balance of the card can be recharged at any time.

The balance can only be recharged only in HUF. Complaints can only be made at the top up point following the recharge, i.e. the transaction, if the difference can clearly be determined. After leaving the top up point, no complaints are accepted.

The replacement of a lost card can be requested at the Helpdesk point personally, by identifying oneself with an identity document (ID card, passport), following the cancellation of the card. The balance of the cancelled card shall be transferred to the new card within 30 minutes at the Helpdesk point. (See also: the rules of card replacement and card cancellation in article 6 and 7 of this GTC)

4. PAYMENT BY CARD

Payment is made at the vendors with the use of payment terminals. The terminal has two parts:

1. a reader with a display, which is placed on the counter, and is well visible to the card holder; and
2. a POS terminal, which is placed on the counter for the shop assistant, and is not necessarily visible to the visitor.

The process of payment:

1. the shop assistant enters the final amount of the purchase into the cash register, and into the POS terminal;
2. after the purchase amount is given it is shown on the display of the reader, and if the visitor accepts the indicated amount, he/she puts the card to the reader, with which the transaction takes place;
3. the balance of the voucher is decreased with the amount;
4. the display of the reader shows the new balance. If the transaction was carried out with an incorrect amount by mistake, or if it has to be cancelled for any reason, it can be done at the payment terminal. Cancellation of a transaction is only possible at the terminal, at which the transaction was carried out, and only if this was the last transaction carried out both concerning the terminal and the card. Otherwise cancellation of the transaction is not possible. Tips can be also given through the system, in which case a higher amount is entered than the actual amount of the purchase. In this case visitors are especially warned to check the entered amount. The bill of the purchase is given by the vendor. If the product purchased is taken back by the visitor, then the terms regarding the return of the product shall be determined by the vendor and the buyer in accordance with the relevant laws in effect.

5. CHECKING THE BALANCE

The balance of the voucher card can be checked at the vendors accepting the card, in the Festipay application and at the top up points. The visitor shall accept the database and the statement of VOLT concerning the balance of the cards as final and applicable.

6. REPLACEMENT OF THE CARD

The balance of a lost, damaged, or stolen card can only be cancelled if it has been previously registered in the Festipay application. The replacement fee is 500 Ft. The deposit is given back in case of undamaged return of the card.

The replacement of a lost card can be requested at the Helpdesk point personally, by identifying oneself with an identity document (ID card, passport), following the cancellation of the card in the Festipay application. The balance of the cancelled card shall be transferred to the new card within 30 minutes at the Helpdesk point. Visitors acknowledge that their personal details (name, address, ID or passport number, mobile number) are recorded in case of balance transfer. This recorded data are not to be processed, their handling is regulated by the law of 2011. nr. CXII. and by the governing rules. If the data requested is not provided the balance shall not be transferred.In case of balance transfer visitor are to be notified of the procedure what visitor has to acknowledge. In case of a damaged card the old card has to be present with the visitor.

7. CANCELLATION OF THE CARD

The visitor can cancel their Festipay cards in the Festipay application. If the visitor requests so, the balance of the cancelled card shall be transferred to the new card 30 minutes after the cancellation

8. WITHDRAWAL OF THE BALANCE

The amount not used can be withdrawn at the top up points, rounded to the nearest 50 HUF (if the end of the exact amount is between 0-24 HUF it is rounded to 0 HUF, if the end of the exact amount is between 25-74 HUF it is rounded to 50HUF, if the end of the exact amount is between 75-99 it is rounded to 100 HUF). The visitor is also given a receipt of the withdrawal. The cardholder can withdraw the unused balance at any time during the Festival. The withdrawal can be requested by the cardholder at the top up points. In case a bigger amount is withdrawn, the assistant is entitled to check the identity of the card holder, and to ask the approval of the Financial Center to the withdrawal. The visitor understands that he/she might have to wait due to this procedure and the time required for the approval. The last time the balance can be withdrawn at the Festival is the expiry time of the card at the given Festival at the designated top up points. The card shall expire at the following time: August 27, 2017, at 12 noon Visitors are asked to pay attention not to leave the withdrawal of the balance to the last moment.

9. DATA PROCESSING

The visitor acknowledges and agrees that his/her personal data be used by Festipay Zrt. (1135 Budapest, Reitter Ferenc u 46-48., Reg. no.: 01-10-048644,  tax no.: 25405983-2-41), which operates the voucher system, in connection with the use of the voucher, in accordance with the provisions of Act CXII of 2011 on information self-determination and freedom of information, and other laws in effect concerning data protection. The data shall be stored following the event in compliance with the relevant laws, and then shall be deleted. The data used cannot be linked to an individual, except in the case of registration, when the visitor voluntarily consents to the use of the data. In case of registration via mobile phone the data shall only be linked to a mobile phone number. In case of registration via Festipay application the data shall be linked to his/her email address and name. The primary purpose of the use of the data is the registration of the voucher cards. The visitor (with simultaneous inactivation of his/her card) may request the deletion of his/her personal data (i.e. withdraw the consent to the use of his/her personal data). The deletion can be requested from Festipay Zrt. by mail or e-mail. The visitor may – wholly or partially – withdraw his/her consent given earlier, without being required to state the reasons thereof, Festipay Zrt. following the receipt of the notification concerning the withdrawal, and the inactivation of the card shall forthwith provide for the termination of the data use, and shall irrevocably delete the visitor from its registry, and delete the personal data concerning the withdrawal, of which it notifies the requester. Data management is based on the consent of the visitor. Data controllers entitled to get acquainted with the data are the followings: VOLT Kft., Festipay Zrt. The visitor may request from the data controller information on the management of his/her personal data, and correction, deletion or block of his/her personal data.

10. COMPLAINTS, LAPSE

Complaints can only be made if the card is also presented.

With the visitor accepting the present document, VOLT and the visitor agree that any claims arising out of the legal relationship specified herein may only be enforced within a lapse period of 6 months, in accordance with Article 6:22. § (3) of the Hungarian Civil Code.

No photo or video or any other visual recording shall be made of the top up points (either from the outside or the inside), or of the employees there. For such recordings the prior written consent of Festipay Zrt. is required. The above rules shall apply to all audio- or visual recordings of the employees at the recharging points too.

VOLT is entitled to unilaterally modify this GTC, on the understanding that it shall simultaneously notify the visitors thereof.