



USER'S GUIDE

about the terms of use regarding the Festipay Card (hereinafter referred to as "**Festipay card**") issued by BUDAPEST BRAND NONPROFIT ZRT. (hereinafter referred to as "**Organizer**") at the events organised and conducted by the Organizer.

1. GENERAL PROVISIONS

This User's Guide defines the general terms and conditions for the use of the Festipay card issued by BUDAPEST BRAND NONPROFIT ZRT. (1052 Budapest, Városház utca 9-11, company reg.no. 01-10-140962, tax number: 28748511-2-41) at Budapest Christmas Fair (hereinafter referred to as "**the Festival**") organised by the Organizer in 2021.

Interpretation of terms used in this guide, in particular "Visitor" are the same as those in the Organizer's websites and in other publications of Organizer (especially "[General Terms and Conditions](#)", and the "[General Data Protection Regulation](#)") and their interpretation.

By receiving the Festipay card, the Visitor accepts the relevant provisions of the Organizer as compulsory to himself/herself. The Festipay card is a specific cash substitute payment instrument issued by the Organizer that allows its holder the purchase of goods or services only from a closed-loop system of service providers directly contracted by Organizer in the areas used by the Organizer for the purpose of the Festivals. Organizer unilaterally has the right to prescribe the Festipay cards as means of payment at the Festivals, on an exclusive or non-exclusive basis. The Festipay card is for contactless payments. The Festipay card is not a bank card, the Festipay card is a cash substitute payment instrument. The Festipay card contains no information about its holder. As the name of the holder is not indicated on the Festipay card, the Visitor is advised not to give it to others, and to keep it at a safe place.

The amount uploaded to the Festipay card may only be used in commercial units operating at the event venues provided by the Organizer during the duration of the given Festival.

Festipay card Expiration - the validity of the Festipay card expires at the given Festivals as the following:

Budapest Christmas Fair: 18:00 January 10, 2022

The remaining balance of the Festipay card can therefore be refunded at the latest by the date specified above.

The RFID chip built into the Festipay card is valid from receipt and can be used after top-up. If the balance that was topped up at a Top Up Point remains on the Festipay card and is not refunded by the Visitor at the Festival or until the date indicated in the "Festipay card Expiration" section the balance will be lost.



2. REQUESTING FESTIPAY CARD, REGISTRATION

The Visitor can request a Festipay card personally upon arrival to the Festival, at the Festipay card top up point. The Festipay card is valid from takeover, it can be used following its recharge. The Festipay card can be taken over against a deposit of 500 HUF, which is given back in case of undamaged return of the card. Disabling lost or damaged Festipay card may only be requested by a registered user.

The registration is done by sending an SMS to the phone number +36 30 344 4410 provided by Festipay Zrt. (1126 Budapest, Derkovits utca 3-5., company registration number: 01-10-048644, tax number: 25405983-2-43) with the following text: REG <12-digit card number> <the 4-digit PIN received at activation> <the new 4-digit PIN>, (e.g. REG 123456789012 1234 4321).

The Festipay card can be used without registration, but the registration increases its security, as only by completing the registration can the Visitor block a lost Festipay card. **We draw your attention to the fact that, in the absence of registration, the electronic voucher embodied by the lost Festipay card can no longer be used by the original holder, and anyone, who finds the Festipay card will be able to use the balance for unauthorized purchases.** With this in mind, we strongly recommend registration! The Organizer shall not be held liable for any damage resulting from non-compliance with the above, loss or damage of the Festipay card, use by an unauthorized person or failure to register, and expressly excludes liability for such damages.

3. BALANCE TOP-UP

There is a balance on the Festipay card. The balance may be topped-up in any amount as detailed below:

In the case of a new Festipay card, which has not been used yet, the minimum amount of the first top-up is HUF 2,000, while the minimum top-up of a Festipay card already in use is HUF 2000.

Cash Top-up (Hungarian Forint Only!):

The maximum balance of the Festipay card and the maximum amount of a top-up is HUF 100,000

Top-up with Credit card:

The balance for the Festipay card can also be topped-up by a credit or debit card. The maximum amount of top-up is HUF 100,000.



Other information related to top-up:

The balance is recorded only in Hungarian Forint. Conversion and other costs associated with bank card top-ups in other currencies are charged to the bankcard holder. Complaints are only possible at the Top-up Points, immediately after the top-up transaction, if the discrepancy can be clearly established. After leaving the Top-up Point, the Organizer will NOT accept any complaints!

The Festipay card can be used for purchases in the amounts covered by the topped-up balance. The balance of the Festipay card may be refilled at any time until the end of the Festival but may not exceed HUF 100,000.

4. PAYMENT WITH THE FESTIPAY CARD

Purchases can be made at merchants using payment terminals. A terminal consists of two parts:

- (i) a card reader with a display that is fixed to the counter in a clearly visible manner for the Festipay card holder, and
- (ii) a POS terminal located on the counter of the merchant, not necessarily visible to the Visitor.

Purchase process:

- (i) the total amount of the purchase is entered into the cash register by the merchants and the amount is entered into the POS terminal;
- (ii) after the purchase amount is entered, the amount of purchase is displayed on the display of the card reader, and, if the Visitor accepts the sum displayed, the Visitor touches the Festipay card to the reader so that the RFID chip contacts the reader and thus the transaction takes place;
- (iii) the Visitor's voucher balance is debited with the purchase amount. If Visitor has made top-ups through multiple channels (mobile application and on-site), the system will first reduce his/her balance topped up on-site (in cash or by credit card);
- (iv) the new balance appears on the card reader display. If the transaction has inadvertently contained an incorrect amount or needs to be reversed for any reason, the payment terminal can do so. Reversal of the transaction is only possible at the terminal where the transaction was made and only if this was the last transaction for both the Festipay Card and the terminal. Revocation is not possible in any other case. It is possible to tip in the system, in which case an amount higher than the actual purchase amount will be entered. Visitors are reminded to check the amount entered carefully in such cases. If you wish to tip using the appropriate interface (client-side monitor), you can choose between 0%, 5%, 10%, 15% or 20%. As long as you do not select one of the values, the payment transaction will automatically be recorded as a 0% tip. The merchant will provide a receipt for the purchase. In the event that the Visitor returns the purchased product or disputes the amount of the purchase, the conditions of the return shall be determined jointly by the merchant and the customer in accordance with the legislation in force.

5. CHECKING BALANCE

The Festipay card balance can be queried at merchants, Top-up Points, Top-up Machines, and via the Festipay mobile application. The Visitor accepts Festipay Zrt.'s database and statements

in relation to the balance of the Festipay card. Festipay Zrt. will investigate complaints and possible abuses of transactions in accordance with applicable laws.

6. FESTIPAY CARD REPLACEMENT

6.1. The replacement of a lost Festipay card is possible at the Festipay Helpdesk, after blocking the Festipay card, in the possession of the mobile phone confirming the blocking. Replacing a defective Festipay card is possible at Festipay Helpdesk in possession of the defective Festipay card. The replacement fee of the Festipay card is 1000 HUF, but the 500 HUF deposit is given back in case of undamaged return of the Festipay card. The balance of the Festipay card - deducted from it the deposit and the replacement fee - affected available at the time of the blocking or failure will be transferred 30 minutes later, following the replacement, to the new Festipay card at the Festipay Helpdesk.

If the Visitor has not registered through the application, the old Festipay card cannot be blocked, i.e. no replacement is possible!

6.2. In any other case, if the Visitor requests the replacement of the Festipay card, Festipay Zrt. will decide if Visitor's request will be accepted or not, based on the circumstances of the case, at the "Festipay Helpdesk". In doing so, if the Visitor claims to have registered the Festipay card to be replaced, the Visitor has to provide the e-mail address and mobile phone number used for the registration, as well as the transaction history of the Festipay card concerned.

If, based on the above, the Visitor's Festipay card replacement requirement is unquestionably substantiated, the Organizer will invalidate the Festipay card concerned and its available balance will be transferred 30 minutes later, following the replacement, to the new Festipay card at the Festipay Helpdesk. The Organizer's decision is final.

In case described in point 6.2. above, the Organizer shall record the conduct of the above procedure in a protocol, a copy of which shall be given to the Visitor.

7. BLOCKING THE FESTIPAY CARD

The balance of lost, damaged or stolen Festipay cards can only be blocked if they have been previously registered in the Festipay Zrt. system.

To block a card by SMS: Send an SMS to +36 30 344 4410 with the following text: TILT<12-digit card number><The new 4-digit PIN> (e.g. TILT 123456789012 4321) No reply message will be sent if:

- the SMS format is incorrect or
- the visitor is trying to block a card number that does not exist.

8. REFUNDING BALANCES THAT WERE TOPPED-UP AT TOP-UP POINTS OF THE FESTIVAL OR VIA THE MOBILE APPLICATION

Any unspent amount of the Festipay card, that were topped-up in cash or by credit card at Top up Points in the Festival area or via Festipay mobile application, can be refunded at the Top-up Points according to the general rules for rounding to fifty forints (in case of residual values ending between HUF 1-24 to HUF 0, in case of the residual values ending with HUF 25-74 to 50 HUF; in case of residual values ending with 75-99 HUF to HUF 100). Upon refund, the Visitor receives a receipt from the cashier. The last date of refund (the expiry of the Festipay card) is identical to the expiration date of the Festipay card in accordance with Section 1. The last refund is possible at the open Top-up points.

Please be careful not to leave the refund of unused balances for the last minute!

ATTENTION! The balances that were topped up at Top-up points and remained unused, can only be refunded at the Top-up Points! Refunds of these balances through the application are NOT possible!

9. HIGHLIGHTS OF DATA PROCESSING

The Organizer does not process personal data, therefore it is not a data controller. When the Visitor registers his or her Festipay card via the Festipay mobile application, or tops up the Festipay card via the Festipay mobile application, Festipay Zrt. as data controller and its data processors necessarily process his or her personal data pursuant to the Privacy Notice of Festipay Zrt. The Privacy Notice of Festipay Zrt. is available at the mobile application and on-site at the Top-up points.

10. ADVERTISING, DESUETUDE, OTHER PROVISIONS

Complaints at Festipay Helpdesk can only be accepted in case the Festipay card is presented. The Organizer and Visitor agree on a 6-month period of desuetude for the enforcement of claims arising from this legal relationship in accordance with Section 3 of 6:22 of the Civil Code of Hungary. It is forbidden to make photographs, video clips, or any kind of image recording of the Top-up points, either externally or internally, and the prior written permission of the Organizer is required to do so. These rules also apply to audio and video recordings made with the staff of the Top-up points. The Organizer is entitled to unilaterally amend this User's Guide by notifying the Visitors at the same time as the amendment is made.