

APPENDIX A – TICKETING TERMS AND CONDITIONS

The ticket holder hereby agrees to comply with these terms and conditions, as amended from time to time, and required by the Hungarian Tennis Federation (the “HOST”) of the Davis Cup by Rakuten Qualifiers (the “Event”).

Our contract with you

- 1) This ticket is a personal revocable licence, is not transferable and may not be resold. Any tickets which are transferred, advertised or offered for sale or transfer outside of any resale platform authorised by the HOST will be void. The HOST reserves the right to revoke the licence granted by this ticket, with or without cause, by refunding the purchase price. No pass-outs or re- admittance are allowed.
- 2) The Ticket Holder assumes all risks and dangers incidental to attendance at the Event, whether occurring prior to, during, or after a session.
- 3) All ticket sales for the Event are final, without refund or exchange. The Ticket Holder is responsible for lost, misplaced or stolen tickets.
- 4) Tickets may not be issued for advertising, promotional (including contests and sweepstakes) or other trade purposes.

Your behaviour at the Event

- 5) The Ticket Holder consents to careful search and inspection for and/or confiscation of prohibited items. Prohibited items include, but are not limited to: bottles, cans, alcoholic beverages, signs, broadcast quality video/motion picture cameras and recorders, camera lenses exceeding 300mm in focal length, umbrellas, fireworks and smoke bombs. Persons under the influence of alcohol will not be permitted to enter the licensed premises. (<https://huntennis.hu/hazai-hirek/hun-fra-davis-kupa-1>)
- 6) The Ticket Holder must not carry into the licensed premises any political, promotional or advertising material or signage which can be seen by others at the Event.
- 7) The Ticket Holder must follow the reasonable instructions of the HOST, its staff or agents, in relation to security and crowd control.
- 8) The Ticket Holder must comply with the “HEALTH AND SAFETY PROTOCOLS FOR SPECTATORS”. (<https://huntennis.hu/hazai-hirek/hun-fra-davis-kupa-1>)
- 9) The Ticket Holder must comply with any policies of the HOST communicated in advance of the Events and as amended from time to time in respect of the possession and use of musical instruments at the Events.
- 10) Ticket Holders are not permitted to distribute literature or other materials or to sell or distribute merchandise at the licensed premises.
- 11) No Ticket Holder or spectator may collect, disseminate, transmit, publish or release from the grounds of the Event any match scores or related statistical data during match play (from the commencement of a match until its conclusion) for any commercial or gambling purposes.

12) No person (other than a person who holds an appropriate licence from ITF Licensing (UK) Ltd, t/a the International Tennis Federation (“ITFL”), may bring into the Event venue or use within the Event venue any equipment which is capable of logging, recording, transmitting or otherwise communicating (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to the Event or the Event venue. Copyright in any unauthorised recording or transmission is assigned to ITFL. For the avoidance of doubt, mobile telephones and other mobile devices are permitted within the Event Venue provided that: (a) they are used for personal and private use only, and not during match play; and (b) no material of moving images containing any match action that are captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties including, without limitation, via social networking sites.

Publicity and Promotion

13) By entering the Event venue, the Ticket Holder consents to being photographed, filmed and recorded in or around the Event venue. The Ticket Holder grants irrevocable permission to the HOST and ITFL and each of their assignees, licensees, commercial partners and media agencies to use in their sole discretion any such film, image or recording, (including the Ticket Holder’s voice, image and likeness), for any purpose including broadcasting and commercial purposes without compensation or further notice. Ticket Holders acknowledge that any such use under this condition, and their agreement to such use, shall last in perpetuity. All Ticket Holders accept and acknowledge that it is in HOST and ITFL’s legitimate interests to use and publish the film, images or recordings in this manner (including, without limitation, any personal data contained therein) as they require the ability to: (i) publish, display, sell and distribute the Event by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (ii) use film, images and recordings for safety and security, promotional, training, editorial or marketing purposes by the HOST and/or ITFL, as determined in each of their sole discretion (including commercial partners and accredited media organisations).

More information on how the HOST processes your personal data can be found in the HOST’s Privacy Notice, as amended from time to time. (<https://huntennis.hu/hazai-hirek/hun-fra-davis-kupa-1>)

More information on how ITFL processes your personal data can be found in the [ITFL’s PRIVACY NOTICE](#), as amended from time to time.

Persons or entities other than the HOST and ITFL may rely on this clause, even though they are not a party to this agreement.

Our rights to make changes

14) The date, time and location of any Event session is subject to change without notice. In the event of cancellation, any processing and handling fees are not refundable. The Ticket Holder is reminded that the Event is a sporting event, and is subject to variation without notice (e.g. adverse weather conditions, player injury, etc.).

15) The Event is played subject to the Event’s Regulations (as found on the ITF’s website, www.daviscup.com) as well as any variations or trials that may be in place, and the HOST and ITFL shall have no liability to the Ticket Holder where the Event is varied pursuant to those Regulations. In particular, the Ticket Holder’s attention is drawn to the “dead match policy” which is applied when a tie is won in less than five matches. Pursuant to that policy and the Regulations in full, the Ticket Holder accepts that the actual number of matches played in any session may not reflect the advertised number of matches.

16) Neither the HOST nor ITFL shall be liable for any refund, loss (including indirect or consequential loss), damage or expense caused by cancellation, curtailment or change of schedule of the Event because of government action, strike, civil commotion, national disaster or other force majeure or cause beyond the reasonable control of the HOST or ITFL.

Other important clauses

17) HOST reserves the right to refuse admission to the Event venue, or to immediately remove any person from the venue for reasons of: public safety; unacceptable behaviour likely to cause damage, nuisance or injury; or breach of these terms and conditions, the HEALTH AND SAFETY PROTOCOLS FOR SPECTATORS or the Event Regulations.

18) If any dispute arises regarding a ticket or attendance at the Event, the Ticket Holder may want to contact the alternative dispute resolution provider used by the HOST. Ticket Holders can email the HOST at info@huntennis.hu for further details about alternative dispute resolution. If a Ticket Holder is not satisfied with the outcome of any alternative dispute resolution process, the Ticket Holder and HOST shall settle their dispute by arbitration in accordance with the rules of the Code of Civil Procedure (Act CXXX/2016).

19) Ticket Holders acknowledge that the HOST and ITFL may use any information provided by Ticket Holders for the purpose of processing ticket sales, delivering the Event and for the enforcement of their respective legal rights.