

# TERMS AND CONDITIONS OF USE OF THE “SPOT” MOBILE APPLICATION

## 1. General

The “SPOT Hungary” mobile application is owned by NE Property B.V., and NEPI Rockcastle Group Companies as defined below have the right to use such application.

The purpose of these Terms and Conditions of Use of the “SPOT Hungary” Mobile Application (hereinafter the “**Terms and Conditions**”) is to fully and accurately inform Users, as defined below, of the terms of use and operation of the SPOT Application.

By downloading the Application, the User accepts and agrees to be bound by these Terms and Conditions of Use and the Privacy Notice (<https://arenamall.hu/en/page/documents> and <https://mammut.hu/en/page/documents>)

The Companies reserve the right at any time to make changes to the operation of the Application without prior notice, and by continuing to use the Application under these Terms and Conditions of Use and after such changes, the User agrees to be bound by those changes.

If the User does not wish to accept these Terms and Conditions of Use and the Privacy Notice on the processing of personal data, including their amendments/completions, he/she must stop using the Application.

## 2. Definitions

**“Account”** means the section of the application consisting of an e-mail address and a password that allows the User to use all the functions of the application and contains information about the User. The User shall ensure that all information entered when creating the account is correct, complete and up-to-date.

**“Application” or “App”** means the “**SPOT Hungary**” mobile application which consists of software that can be accessed on both iOS and Android systems, is available for free in the App Store and Google Play, and provides the User (as defined below) with a series of services as described below and other services that will be advertised through the App as well as loyalty points entitling the User to discounts on products and services offered in Shopping Centres managed by the Companies or other entities of the Companies’ Group or the Companies’ Partners. To use the app, it needs to be installed on the iOS or Android mobile phone or tablet. The application comprises all its component elements, such as software, design, logo, name, content, etc.

**“Communications”** means periodic notifications from the Companies or their Partners, made exclusively electronically, by any type of message sent such as: e-mail, sms, telephone, mobile push, containing general and thematic information, information on offers or promotions, campaigns as well as

other commercial communications such as market research or opinion polls.

**“Companies”** means the entities that own the rights of ownership or use of the Application, some of which also own the Shopping Centres that are part of the Loyalty Programme developed through the Application, as mentioned in Annex No. 1.

The list of companies can be updated as they register in the Loyalty Programme developed through the Application.

**“Content”** means all information on the App that can be viewed or accessed through the use of an electronic device such as a mobile phone or tablet, including, as generically described in these Terms and Conditions of Use

- Information in the application that can be visited, viewed or otherwise accessed using electronic equipment.
- Shopping Centre Data.

**“Events”** means the list of events organised by the Shopping Centres.

**“Favorites”** means the section of the Account that allows the User to create a list of favourite shops or events.

**“Group”** means any other entities in the NEPI Rockcastle Group. The list of NEPI Rockcastle Group companies can be found here:  
<https://nepirockcastle.com/portfolio/>

**“Lessee”** means the legal entity that rents space in Shopping Centres with the main purpose of selling products or services.

**“My Account”** means the My Account tab, which can be accessed by tapping on the icon at the top right, and which allows the User to:

- edit the first name, last name, date of birth, e-mail address, phone number, password;
- change the Shopping Centre: select another Shopping Centre
- see the Privacy Notice, Terms and Conditions of Use, Partners List, Group Shopping Centres;
- change marketing agreements (e-mail, sms, application notification);
- access/modify permissions granted at the time of app installation (location permission, camera permission, permission to receive notifications, permission to use mobile data, etc.);
- log out.

**My SPOT** means the loyalty programme attached to the Application. My SPOT is based on the mechanism of accumulating loyalty points as reward for purchases made in stores within the Shopping Centres participating in the programme. The complete promotion rules of the loyalty programme can be consulted in

the Application -> My SPOT -> Transactions History -> Promotion Policy, and at the following link: (<https://arenamall.hu/en/page/documents> and <https://mammut.hu/en/page/documents>)

**“Partners”** means the Companies’ business partners who will participate in the loyalty programmes, as identified in the Application Content at the time of the respective programme, and include: NEPI Rockcastle Group shopping centre tenants, media partners, collaborators and event organisers.

The full list of partners not participating in the loyalty programmes is updated quarterly and can be found in Annex No. 2.

**“Personal Data”** means any information relating to an identified or identifiable natural person, defined as such by Regulation No. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR)

**“Shopping Centres”** means the shopping centres owned by some of the Companies and covered by the Loyalty Programme developed through the App, as listed in Annex No. 1.

**“Shops”** means the shops related to each Shopping Centre participating in the programmes offered through the App. Each shop that participates in the loyalty programme and has cash registers and issues receipts provides general information (location, contact details), as well as the benefits available in the loyalty programme. The list of shops can be found in the “Discover the Shops” section of the Application. The list of shops/retailers/partners excluded from the programmes offered through the App is attached hereto as Annex No. 2.

**“User”** means any natural person aged 18+ who has agreed to these “Terms and Conditions of Use” and who downloads, installs, creates their Account and uses the App, including by scanning the receipt using the App.

## The App

### 3. General Terms and Conditions of Use of the Application

**3.1.** By downloading, installing, and using the Application, and by their MySpot registration, the User shall expressly and fully accept Terms and Conditions of Use and the Privacy Notice.

**3.2.** In order to use the App, the following requirements must be cumulatively met:

- a) The age of the User is minimum 18 years;
- b) The User has adequate capacity to act, thereby having the right and the ability to enter into an agreement as provided in these Terms and Conditions of Use, and to fulfil the obligations arising therefrom;
- c) The user installs the App on his/her mobile terminal;
- d) The User carefully reads these Terms and Conditions of Use and the Privacy Notice on the processing of personal data and agrees to be bound by them;
- e) Registration is not compulsory for using the App, but certain functions as well as the My Spot loyalty programme are only accessible by registration. Registration is subject to the fulfilment of the following conditions:
  - The User creates an account by submitting complete and true information about himself/herself in the form in the App (data required: full name, e-mail address, telephone number, favourite shopping centre; optional data date of birth, sex, children, address of residence);
  - The User accesses for the first time his/her account using his/her email address and password, which will not be disclosed to any other person, or accesses the App via the Facebook application, Apple account;
  - During the registration, the User must confirm the e-mail address by opening the link in the e-mail confirming the registration received;
  - After confirming the e-mail address, the User must also enter his phone number, and then confirm his phone number by entering the PIN code sent to the specified phone number in the text message.  
(Registrations already existing on 03/06/2024, where the User did not provide his phone number, the User is entitled to provide his phone number afterwards and confirm it.)

Registration requires a password to be set. The App may only be used by the person who has registered; the login data shall not be disclosed to any third party.

- 3.3.** If the username and password have been stolen or compromised, the User shall immediately notify the Companies by sending an e-mail to [data.protection@nepirockcastle.com](mailto:data.protection@nepirockcastle.com)
- 3.4.** In case of login via Facebook, the App will have access to the public Facebook profile, according to the privacy settings specific to the Facebook platform, as well as to the email address. The Companies do not assume any responsibility for the functioning of the Facebook application or for any technical errors that may be generated by the connection with the Facebook application.
- 3.5.** The User can stop using the created Account at any time by deleting it.
- 3.6.** The Companies reserve the right to immediately suspend or delete the Account(s) created by a User at any time and without notice:
  - a) if they find that it does not comply with the provisions of these Terms and Conditions of Use, the Privacy Notice or other policies published in the Application;

- b) if the User fails to use the Account for a period of more than 12 months.
- 3.7.** If the Companies decide to close the Application, the User will be notified 30 days before the closure, and he/she will not have any right to any compensation from the Companies.
- 3.8.** Downloading and using the App is free and does not involve any payment obligations. However, at the time of use of the Application, Users may be required to pay fees, charges or costs imposed by third parties (e.g., by the Internet, data or mobile operator, such as connection and Internet browsing fees). Payment of such costs is the responsibility of Users.

If certain services offered through the App are chargeable, the prices/rates and fees applicable to them are displayed in the App, as well as whether or not they include VAT.

#### **4. Access to the services of Shopping Centres and/or Partners offered through the Application**

- 4.1.** Through the App, the User will be able to view products and/or services offered by the Companies, the Shopping Centres and/or the Companies' Partners, and access the My SPOT loyalty programme and benefits.
- 4.2.** Registration is required in order for the App to work optimally and to benefit from all its options and benefits, we recommend entering correct and complete data. The Companies do not assume any obligation or responsibility in the event of any consequence if the data provided by the User is not correct or complete.
- 4.3.** The Application can be accessed as "Visitor", in which case the User understands that he/she cannot access the "My Account" section and cannot participate in the My SPOT loyalty programme, scan receipts, collect points, book gifts, etc.

#### **5. My Spot loyalty programme**

After registration, Users can participate in the My SPOT loyalty programme, detailed terms and conditions of which constitute an integral annex attached to these Terms and Conditions of Use. The promotion terms and conditions of the My SPOT loyalty programme are available here: (<https://arenamall.hu/en/page/documents> and <https://mammut.hu/en/page/documents>)

#### **6. Intellectual Property Rights**

- 6.1.** The Application, its component elements, graphics, as well as the Content of the Application, are owned by NE Property B.V. and/or, as the case may be, by the Shopping Centres, the Companies or Partners of the Companies, and the User understands that he/she has no rights to them, except for the limited right to install and use the Application, in accordance with these Terms and Conditions of Use.
- 6.2.** The User understands that the information that is made available by the Companies through the Application is the property of the Companies, the Shopping Centres and/or the Partners of the Companies and may be protected, under the law, by

- copyright or other intellectual property rights. The User also understands that the Companies do not assume responsibility for the veracity of the intellectual property rights held by the Shopping Centres and/or their Partners or for any other information that is made available to the Users through the Application, as a result of the agreement of the Shopping Centres and/or their Partners.
- 6.3.** Users are required to respect all the intellectual property rights of the Companies, of entities belonging to the same group as the Companies, of the Shopping Centres as well as of the Partners promoted within the Application, as requested by the legislation in force. Users are forbidden to use any image, trademark or sign belonging to the Companies or third parties, unless they have obtained the prior written consent of the legal owners.
- 6.4.** Users may download and use the Application only for personal use and only for non-commercial purposes, for which the Companies will grant a non-exclusive and limited license. Thus, Users are prohibited, inter alia:
- to use the Application for illegal purposes;
  - to sell, export, license, modify, copy, reverse engineer, distribute or transmit the Application without the prior written consent of the Companies and without complying with the conditions imposed by the Companies in this regard;
  - to make derivative works of, modify, sublicense, lease, loan, distribute or otherwise use the Application, the software underlying the Application or any other component thereof;
  - to publish or otherwise make the Application available for others to copy.
- 6.5.** The Application and its entire Content are protected by the relevant legal provisions on copyright, intellectual and industrial property rights. It is prohibited to use in any way any elements of the Application without the prior written consent of the Companies.
- 6.6.** The Companies/and the Partners of the Companies hold a non-exclusive license to the Application, which includes any software, domain and Content made available through it. All industrial property rights or copyrights that are not held by the Companies and appear in the Application, are the property of the Partners, from whom the Companies have the consent to use.
- 6.7.** Users may use the Application Content only for personal use and only for non-commercial purposes, which use is subject to the restrictions mentioned below or in any other clauses of these Terms and Conditions of Use. Any use of the Application for purposes other than personal use may be made only with the prior written consent of the Companies and under the conditions imposed by the Companies.

In this regard, Users are not allowed:

- to republish materials uploaded to the App (including republishing on various online and/or offline sites or platforms);
- to sell, rent or sub-license materials uploaded to the App;
- to present any material uploaded to the App in public;
- to reproduce, copy or exploit material uploaded to the App for commercial purposes;
- to build databases using Application Content;

- to redistribute materials uploaded to the App, except for content specifically or expressly made available for redistribution.
- 6.8.** These Terms and Conditions of Use do not grant Users any right, title or interest in or to the App, content owned by others and published on the App, trademarks, signs or other intellectual property rights owned by the Companies, the Shopping Centres and/or the Companies' Partners and/or third parties.
- 6.9.** As the Companies want to improve Users' experience when using the App, they encourage opinions and suggestions; however, the Companies may use comments or suggestions without any obligation to the Users. Opinions and suggestions can be sent to the following e-mail address: [support@myspot.space](mailto:support@myspot.space)
- 6.10.** Should the User violate the provisions set out in this Section 6, the Companies reserve the right to delete the Account that the User has created within the Application, as well as to take further legal action (e.g. to institute civil proceedings and notify law enforcement authorities).

## **7. User's obligations**

- 7.1.** In order to create the Account and use the Application, the User must provide complete, accurate and truthful information as required by the Application.
- 7.2.** By choosing to download the Application, the User expressly and unequivocally consents to the processing of their personal data as per the Privacy Notice. By using the Application, the User accepts to be bound by these Terms and Conditions of Use and the provisions set out therein.
- 7.3.** By registration, the User expressly consents to the processing of personal data as defined in these Terms and Conditions of Use by the Companies in order to comply with the terms and conditions set out in the Terms and Conditions of Use and the terms and conditions of the My Spot loyalty programme. The provision of the requested data is mandatory, in accordance with these Terms and Conditions in the course of registration; however, both registration and the use of the Application are voluntary. Refusal to provide personal data will lead to the impossibility of completing the authentication within the Application and consequently the impossibility of using certain functions of the Application and obtaining/claiming the benefits that the Application implies.
- 7.4.** By accessing the Account and using the personal password the User is responsible for all actions resulting from the use of the Application. The Companies are not responsible for errors caused by the User's negligence regarding the security and confidentiality of his/her Account and password.
- 7.5.** By downloading and using the Application, the User agrees not to upload, post, email or transmit any material that contains viruses or other computer code, files or programmes designed to interrupt, destroy or limit the functionality of any software, hardware or telecommunications equipment associated with the Application. The User also agrees not to interfere with servers or networks connected to the Application or violate any procedures, policies or regulations of networks connected to the Application.

## **8. Liability**

- 8.1.** The Companies make every effort to ensure that the Application operates continuously; however, the Application may, from time to time, experience interruptions. The Companies do not guarantee that the Application will be consistently available or available.

If maintenance work is required and the Application is unavailable for maintenance reasons, the Companies will inform Users at the time of accessing the Application, without any right to compensation for the Users.

The Companies shall not be liable for Internet/network failures and, in particular, for failures due to which the Application cannot be accessed as a result of technical or other difficulties beyond the Companies' control, e.g. force majeure, fortuitous event, fault of third parties, etc.

- 8.2.** The Companies provide the Application "as is", "with all its faults", "with all errors" and "as available", without any express, implied or statutory warranty or condition. The Companies exclude their liability in connection with the Application in the broadest scope allowed by law.
- 8.3.** The Companies shall not be liable for inaccurate and/or untrue personal data provided by the Users, in particular for those provided on the use by minors (e.g. for data provided by minors in order to create the appearance of the minimum age required according to these Terms and Conditions of Use in order to create an Account and use the Application).
- 8.4.** The User understands that the Companies have no responsibility, no control and no obligation to act with respect to:
- a) Content that is accessed by the User through the Application;
  - b) the effect of the Content on the User accessed through the Application;
  - c) the user's interpretation or use of the Application Content;
  - d) the actions that the User takes as a result of accessing the Application Content;
  - e) the content or accuracy, copyright compliance, legality or decency of the material/information found on links to various sites, the privacy policy and the Terms and Conditions of those sites. It is recommended to consult in advance the Legal Terms and other information regarding the collection of personal information. The rules set out herein apply only to information collected by this Application;
  - f) damage caused by errors, inaccuracies or outdated information published within the Application and originating from external sources;
  - g) damages created as a result of failure/interruption in the operation of the Application; and
  - h) inability to access certain links published within the Application.

The Companies do not guarantee the availability of the App or the Content for any given period of time, nor the benefits, loyalty programmes and other products and/or services made available to Users by other entities in the Companies' group, by the Shopping Centres and/or by their Partners through the App, which may be modified



and/or terminated at any time by the Partners/Companies, with notice to Users through the App Content or otherwise available. The User understands that the products and services promoted within the App do not belong to the Companies, but to the Shopping Centres and/or their Partners and that the prices of these products are informative and may undergo unannounced changes, for which the Companies do not assume responsibility. The promotions, offers, gifts, benefits presented in the Application also belong to the Shopping Centres and/or Partners of the Companies and are valid during the period of time expressly mentioned and/or if no period of time is mentioned, they are valid within the limits of available stocks; the Companies do not assume any responsibility in relation to them. Also, if the products promoted within the App and/or the promotions, offers, gifts, benefits are offered by the Partners of the Companies, neither the Companies nor the Shopping Centres assume any responsibility in relation to them.

- 8.5.** The User understands that the Companies shall not be liable for any loss, costs, suits, claims, expenses or other damages or liabilities, if they are directly caused by the breach of these Terms and Conditions of Use.
- 8.6.** The User understands that if prices or other details of products/promotions of the Shopping Centres and/or Partners of the Companies have been wrongly displayed, including because they have been wrongly entered into the database, the Companies reserve the right to modify the promotion as communicated by the Shopping Centres and/or their Partners, without liability, and to notify the User as soon as possible of the error.
- 8.7.** The User understands that the images are presented in the Application as an example, and the products delivered by the Shopping Centres and/or the Companies' Partners may differ in any way, both in terms of image and due to changes in characteristics and design, without the Companies' liability.

The Companies do not guarantee optimal use of the App. The App may not be compatible with all types of mobile devices running OS and Android operating systems. The Companies do not assume any liability if the Application cannot be installed on the User's mobile terminal or cannot be accessed or used in respect of all its functionalities.

The Companies shall not be liable for (i) any error or omission occurring in the Application; (ii) any failure, delay or interruption occurring in the Application; (iii) any damage, loss or failure arising from the use of the Application, including, but not limited to, any failure of the User's mobile terminal; (iv) any manner of using the Application.

- 8.8.** The Companies shall not be liable for any indirect or incidental damages arising out of the use of or inability to use the Application nor for loss of use or any special or consequential loss of any nature whatsoever arising out of or in connection with the Application or these Terms and Conditions of Use, whether or not the possibility of loss has been mentioned.
- 8.9.** The Companies shall not be liable for non-performance due to force majeure and fortuitous event. Force Majeure will be considered to be an unforeseeable and/or

insurmountable event for the Company. Such an event may be, for example: war, violent human action, expropriation, power outage, labour dispute, fire, storm or other extraordinary phenomena.

## **9. Waivers and assignments**

- 9.1.** No situation whatsoever in which the Companies do not act immediately for the realisation of a right of theirs shall be interpreted as a waiver of that right or its realisation.
- 9.2.** If any provision of these Terms and Conditions of Use is found to be invalid or ineffective, the remaining provisions shall not be affected thereby and shall remain in full force and effect and shall be construed to the fullest extent permitted by law.

In the above case, the invalid or ineffective provision will be replaced by another, legally acceptable provision, which will produce legal effects as close as possible to the intention of the Companies. The above also applies to omissions.

- 9.3.** Users may not assign any or all of their rights and obligations under these Terms and Conditions of Use.
- 9.4.** Companies may assign their rights to any of their subsidiaries or affiliates, or to other entities in their Group, or to any successor in rights associated with the Application.

## **10. Breach of these Terms and Conditions of Use**

- 10.1.** Without prejudice to the Companies' other rights under these Terms and Conditions of Use, if the User breaches these Terms and Conditions of Use in any way or if the Companies may suspect that the User has breached these Terms and Conditions of Use, the Companies may take any of the actions set out below:
- a) send the User one or more formal warnings;
  - b) temporarily suspend the User's access to the Application;
  - c) disable the User Account in the App;
  - d) permanently prohibit the User from accessing the Application;
  - e) block access to the Application for technical devices using the IP address of the User;
  - f) contact one or more of the User's Internet service providers to request that they block the User's access to the Application;
  - g) initiate legal action against Users (e.g. by notifying law enforcement authorities), whether for breach of these Terms and Conditions of Use or otherwise.
- 10.2.** If the Companies suspend, prohibit or block the User's access to the Application or any part of the Application, the User shall not take any action to prevent such suspension, prohibition or blocking.

## **11. Processing of Personal Data**

- 11.1.** The general legal framework governing the protection of personal data is the General Regulation on the Protection of Data No. 679/2016 ("GDPR") applicable in the European Union.

**11.2.** Details on the categories of personal data processed in the context of the use of the Application and the related processing details are available in the Privacy Policy.

## **12. Governing law and jurisdiction**

**12.1.** These Terms and Conditions of Use or any claim, dispute or controversy between the User and the Companies arising out of or relating to these Terms and Conditions of Use, their interpretation or application, or relating to the Application, advertising or any activity related thereto shall be governed by, construed and resolved in accordance with the laws of Hungary.

**12.2.** An attempt will be made in advance to resolve any dispute in connection with these Terms and Conditions of Use amicably. If the parties fail to reach an agreement on the dispute, such dispute shall be addressed for resolution to the competent Hungarian court.

## **13. Miscellaneous**

**13.1.** Users can contact us both in writing by mail or e-mail to send us feedback or report errors/usage problems with the Application at the contact details mentioned below:  
Mail - NEPI Rockcastle – Calea Floreasca 169A, AFI Floreasca Business Park, A Building, 5th Floor, 1st District, Bucharest, Romania  
E-mail: [support@myspot.space](mailto:support@myspot.space)

**13.2.** The Companies reserve the right to make changes at any time to the Application and these Terms and Conditions of Use and/or the Privacy Notice, and/or the promotion terms and conditions of the My Spot loyalty programme; changes thereto will become effective on the date of publication on the Application.

Users are advised to periodically check these Terms and Conditions of Use, the Privacy Notice, and the promotion terms and conditions of the My Spot loyalty programme for changes.

**If the User does not wish to accept these Terms and Conditions of Use, the Privacy Notice, including any modifications and/or additions thereto, the User must stop using the Application, and delete their Account in case of registration.**

Effective from 03. 06. 2024

## **Annex No. 1**

### **List of the shopping centres enrolled in the loyalty programme**

1. Arena Mall (located at 1087 Budapest, Kerepesi út 9.), owned/operated by Symmetry Arena Kft.
2. Mammut I-II Shopping Centre (located at 1024 Budapest, Lövőház u. 2-6.), owned/operated by Mammut Zrt. and Mammut Management Kft

## **Annex No. 2**

### **List of shops/retailers/partners excluded from the programmes offered through the App**

#### **Excluded stores in Mammut I-II Shopping Centre:**

##### **MAMMUT I:**

1. Aranykagyló Egészségbiztosítás
2. Kartago Tours
3. Nemzeti Dohánybolt
4. DIGI
5. Exclusive Change
6. Good Change pénzváltó
7. K&H bank
8. Lottózó
9. Raiffeisen Bank
10. Telekom
11. Yettel
12. Vodafone
13. MBH

##### **MAMMUT II:**

1. Cukorbetegközpont
2. Endokrin központ
3. Smile Harmony Dental
4. Trombózis központ
5. Affidea Diagnosztika

6. SYNLAB

7. Mammut Egészségközpont

8. Unipatika Mammut Gyógyszertár

9. Magyar Posta

10. Erste Bank

11. Exclusive Change

12. Neckermann

**Excluded stores in Arena Mall:**

1. Arena Patika,

2. Exclusive Change

3. Telekom

4. Yettel

5. Vodafone

6. Raiffeisen Bank

7. Sushi Time

8. iCentre

9. Lottózó

### **Annex No. 3.**

#### **My SPOT Loyalty Programme promotional terms and conditions**

The promotional terms and conditions of the My SPOT loyalty programme are available here:

<https://arenamall.hu/en/page/documents> and <https://mammut.hu/en/page/documents>)