



Festival Travel International Kft. | Székhely: 1095 Budapest, Soroksári út 48. | Cégjegyzékszám: 01 09 991628  
Adószám: 24125262 2 43 | Engedélyszám: U-001407

## Terms and Conditions (Terms)

### 1. General provisions

By browsing and using the *festivaltravel.hu online store* (hereinafter: online store), you state that you have read and accepted the terms and conditions, and the data processing policies regarding the usage and services of the festivaltravel.hu online store, and agree with all of their points. These Terms determine the conditions of the purchase of tickets offered by the Service Provider to the Customers, as well as the rights and obligations between the Service Provider and the Customer.

The Service Provider may incidentally sell other products and services besides the tickets (merchandising products, catering related to events, drinks, other services, etc.). If the rules in conjunction with the sale of these products differs from the general provisions, these Terms indicate it separately.

The scope of these Terms extends to the Service Provider and the Customer.

The scope of these Terms does not extend to the Event Planner, or the financial institution facilitating the payments. The own Terms of the Event Planners contains the applicable regulations regarding the specific Event.

These Terms are indefinite.

The Service Provider reserves the right to *unilaterally amend the content of these Terms*, and to determine new or further conditions in conjunction with the Service provision. In case these Terms are modified, the Service Provider notifies the Customer of the coming into force of this amendment by publishing these changes on the website and/or sends an email to the Customer using the address they had provided 8 (eight) days before the changes taking effect.

The Service Provider is not obligated to apply the 8 (eight) day deadline indicated above for amendments of these Terms that are necessary due to changes in the information of the Service Provider, the extension of the Service to new websites, the introduction of a new service or payment terms, solutions, or legal provisions, and if the amendment does not affect the conditions of an already provided service, or a service already procured by the Customer.

### 2. Service Provider information

Company name: Festival Travel International Kft.

Registered address: 1095 Budapest, Soroksári út 48.

Tax number: 24125262-2-43

Company registration number: 01-09-991628

Contact: info@festivaltravel.hu



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Phone number: +36 70 339 6339

### **3. The scope of products and services on offer**

The online store distributes tickets to events, festival tickets, sports tickets, insurance, and combined packages of accommodation, travel, and tickets. The pictures next to the products are for illustration purposes only.

The prices are gross prices, and contain the VAT.

The amount payable by the Customer consists of the following items: the sum of the consideration of the specific ticket in forints and/or euros, and the administrative charges payable in forints and/or euros associated with the ticket (number of tickets / number of administrative charges).

The Service Provider informs the Customer, and the Customer agrees that administrative fees are charged for every ticket besides the price indicated (number of tickets / number of administrative charges), which must be settled by the Customer with the purchasing price of every ticket. *The administrative charges are not refunded to the Customer even if the specific event or an event in a series of events are canceled.*

Determining the price of tickets is the responsibility of the Event Planner. The Service Provider reserves the rights to change the purchase price of tickets, or the associated fees based on the instruction of the Event Planner. The right to change prices is not applicable for initiated purchases.

### **4. The ordering process**

The Customer may browse the products found in the online store without any registration.

The Customer may initiate the purchase by adding the product to the basket via clicking the “Buy” option of an Event after indicating the number of tickets to be bought on the page of a product. As part of the payment process, the Customer is forwarded to the online payment interface of OTP bank, where they can initiate the settling of the product purchase price(s) by providing their debit card information, and approving the transaction.

After a successful transaction, the text “Purchase successful” is displayed.

If the Customer does not receive the purchased tickets within a few minutes of purchase, then presumably a connection error may be present. It is important for the Customer not to repeat the transaction but contact the service desk of the Service Provider immediately who are able to help with the issue.

The Service Provider does not take responsibility for incidental errors during the bank payment process.



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After the purchase, the Service Provider sends an email to the email address provided by the Customer, which email *contains the E-ticket as attachment*. The E-ticket is a complete electronic ticket. The serial number and barcode found on the E-ticket contains every necessary information for granting access electronically. The barcode is checked electronically at the event's venue.

The payment and the delivery of the electronic ticket to the email inbox provided by the Customer happens practically immediately. There is no option to deliver the e-tickets, they are delivered electronically by the Service Provider. The service provision is automatic. If you cannot find our email containing the e-ticket in your inbox, please check your account's spam folder.

The Customer commits to providing real, accurate, current, and complete information during the usage of the Service, and commits to keeping them up to date, and updates them as necessary, so that they always remain accurate, real, current and complete. The Service Provider does not take responsibility for any damage resulting from incorrect data provision by the Customer.

The Service Provider reserves the right to decline registration if reasonable, or revoke it temporarily or permanently at any time, especially in case of:

- a) providing untrue or incomplete information;
- b) any kind of misconduct related to the personal data of the Service Provider, the Event Planner, and/or other Customers, to the service, to the security of the website, or to the tickets.

The Service Provider issues an invoice after every purchase with the information effective at the time of issuing the invoice, and automatically sends the invoice to the Customer.

The Customer has full responsibility for the username and password of their user account, as well as every purchase or other activities performed using it. The Customer commits to immediately notifying the service desk of the Service Provider in case of any misconduct of their data, or in any other cases of breaching security. The Service Provider does not take responsibility for damages resulting from incorrectly storing the password or providing the username and password to a third party.

Before purchasing a ticket, please read the specific Terms of the events.

## **5. Tickets**

The purchase is considered final if the confirmation email containing the ticket becomes accessible by the Customer.

The Customer must bring the A/4 format ticket with a unique code to the specific event or every event of the series of events either on their phone or printed out,



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and show it when entering the premises. Not doing so may result in the ticket holder being held back from entry.

The Customer acknowledges that the ticket cannot be replaced by any other kind of documentation. The Customer acknowledges and agrees that the unique code on their ticket is electronically checked by the Event Planner of the specific event or every event of the series of events on the spot, and immediately invalidates the tickets for the event following the entry.

A condition of entry is the validity of the ticket. Every further entry attempt is invalid, and will be fruitless, the ticket holder may be held back from entering, no matter if the person holding the ticket is the same as the one originally purchasing the ticket. Exclusions due to this reason do not entail the option of demanding compensation.

By purchasing the ticket, the Customer obliges to use the ticket to enter to the specific event or the events in the series of events, and does not try copying, imitating, reproducing, multiplying it, and acknowledges that improper usage, copying, imitation, reproduction, multiplication of the tickets may result in civil or criminal law procedures.

***During the sale of tickets, the Service Provider acts as a commission agent.*** The Service Provider does not take part in organizing and facilitating the event, their activities and responsibilities are strictly restricted to the participation in selling the tickets as commission agents. Facilitating the event is the responsibility of the Event Planner, in this matter, the Service Provider does not hold any responsibility regarding changes in the event's programs, date, the cancellation of the event, or refunding the tickets.

The tickets of the incidentally canceled event are only refunded by the Service Provider if the budget required to do so had been provided to the Service Provider by the Event Planner in advance. Without this, the Service Provider is not obliged to refund the tickets, which means the Customer may demand the refunds from the Event Planner.

## **6. Right of withdrawal**

By accepting these Terms, the Customer acknowledges, that pursuant to point l) of Section 29(1) of Govt. Decree 45/2014. (II. 26.), the ***Customer is not entitled to the right of withdrawal*** in case of online agreements regarding accommodation (hotel room booking), transportation (airplane ticket reservation, vehicle rental), catering (pizza ordering) or recreational services (concert tickets, ticket ordering) for a determined future date.



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## 7. Complaints

The Service Provider is only responsible for the damage caused by their intentional mistakes or gross negligence. The extent of the responsibility cannot exceed the value of the purchase transaction.

The Customer accepts that the Service Provider is not responsible for any damage or misconduct which happens during or as a result of paying by debit cards.

The Service Provider takes no responsibility for any damage caused by the illegal activities or misconduct of the Customer, the Event Planner, or third parties breaching the contract.

The Customer has knowledge of and accepts that certain tickets only entitle them to visit certain locations at the event venue, or only for a pre-determined amount of time.

The Event Planner reserves the right to make smaller and/or justified changes of the performing artists, performers, participants, presentations, or the event, and holds no responsibility for damages caused by these changes.

Considering that the programs and services are provided by the Event Planner in co-operation with a great number of Contributors, and based on the performance of these Contributors, the accessibility, content, quality and quantity of the programs and services (e.g. the shows of performers, the adequacy of the performance, or the opportunity to participate in the program and/or enter the location) is not guaranteed to the Customer by the Event Planner, and may be restricted due to the particularities of the assets (e.g. the capacity of closed event venues).

In case of a full or partial cancellation of the event, the Event Planner proceeds according to its policy, these Terms, and other announcements, and refunds the tickets based on the conditions within. If the Event Planner cancels the event due to their insolvency, the Customer has 30 days from the date of the performance to submit a refund request in writing, attaching every necessary banking information. The Event Planner cannot take refund requests into consideration if they arrive after the deadline above. The Service Provider cannot be obligated to return or refund the tickets if there is no agreement related to returns.

Besides the price of the service, which the Service Provider is obligated to return in full, neither the Event Planner nor the Service Provider can be made to refund any other perceived or real damages.

If the event gets canceled due to an **authoritative prohibition or restriction** (e.g. pandemic situations, including COVID-19), then the Event Planner has the right to decide whether to return the purchase price of tickets as per the current point, or to delay the event, and guarantee that the purchased tickets would be valid for the event held at a future date.



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Of the above regulation, *the events of MEEEX Agent Kft. Event Planner are excluded* (PlayIT Show, Budapest Comic Con, Varázslók napja), in which cases the Event Planner provides a voucher equaling the purchase price of the ticket to the Customer within 30 days of their request to do so. The voucher may be redeemed for any events organized by the Event Planner within 1 year of the issue date. If the voucher is not redeemed before the deadline, then the Customer may not demand any compensation regarding the cancellation of the event.

### **8. Service desk**

Phone service desk: + 36 70 339 6339

M-F: 9am-3pm.

Email service desk: info@festivaltravel.hu. The Service Provider responds to emails within 3 working days.

Mailing address: Festival Travel International Kft., 1095. Budapest, Soroksári út 48.

### **9. The format and the date of the contract**

The online contracts are contracts signed by remote parties, which does not constitute as a written contract.

The contract's language is Hungarian.

By filling in the form and submitting it electronically after confirming it at the online store, and through the confirmation of the store, your purchase is considered a claim. By sending the claim and the online store confirming it, the contract is created implicitly. Both the offer and the confirmation are considered delivered if they are accessible to the other party.

### **10. Limits of liability**

Purchases made at the online store presume the Customer's knowledge and acceptance of the possibilities and restrictions of the internet. The Customer acknowledges that risks related to browsing and purchasing have to be assessed for themselves, and they have to ensure the secure usage of their computer, and the protection of the data stored on it. By submitting an order via the online store, every customer declares that they had understood and accepted this business policy.

### **11. Data protection**

The Data Processing Statement has been determined in line with the General Data Protection Regulation of the European Union (2016/679/EU), and Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information. *The detailed privacy statement can be accessed on the page of the online store.*



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The Service Provider stores the personal data of its Customers in order to offer and provide the most suitable services by better knowing their needs, including the creation of personalized packages as a result of profiling. The legal basis of the data processing is the realization of interests related to the completion of the agreement, or another legitimate interest resulting from it.

In case of data forwarding to outside of the European Union, we take special care to ensure the security of your data.

The personal data of our Customers are processed until the withdrawal or expiration of the consent acting as the basis of data processing, until the general claim deadline of five years from completing the contract, or until the time defined by the applicable legislation.

If our Customer wishes to receive personalized information on how we process the data associated with them (the purpose of data processing, its legal basis, the scope of data, forwarding of data, the duration of data processing, the logic of profiling), then they are able to submit a request using the following contact details:

Email: [info@festivaltravel.hu](mailto:info@festivaltravel.hu)

Phone number: +36 70 339 6339

In person: 1095. Budapest, Soroksári út 48 – at our office found in Malomudvar.

Regarding the illegal processing of your personal data, please turn to the National Authority for Data Protection and Freedom of Information using the following contact details:

Mailing address: 1530 Budapest, Pf.: 5.

Phone number: 06 (1) 391-1400

Fax: 06 (1) 391-1410

Email: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

Website: <http://www.naih.hu>

## **12. COVID-19 regulations**

The Customers may not enter the premises if they noticed any symptoms of COVID-19.

The Customers are not allowed to enter if their COVID-19 tests were positive within 14 days before the event, or if they had contacted anyone testing positive for COVID-19 in the same time period.

If the Customer provides a conflicting statement, they may be excluded from the services provided at the location. In this case, the Customer is not entitled for a refund.

Customers, as required by the Event Planner, must confirm that they are informed about the risks of the COVID-19 pandemic situation.

At the time of arrival, if the Event Planners so request, the Customers must undergo body temperature measurement, and wear a mask.





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If the Customers do not adhere to these rules, entry to the event can be revoked. In such cases, no refunds can be requested for the tickets. If the Customer does not respect the Event Planners requests, their ticket may be invalidated, and their participation in the event can be interrupted. In this case, the Customer is not entitled for the refund of the already redeemed ticket.

### **13. Special provisions applicable to Festival Travel International Kft. as Event Planner**

If in case of *force majeure situations*, based on the decision of an authority with power or jurisdiction, or the Event Planner's announcement, the event is partially or fully canceled, or there are no programs or services on one or more days of the event, then the Event Planner refunds the ticket issued as a result of the ticket purchasing transaction according to these Terms, as well as the fees of the services promised to be present in the event, or refunds them pro rata temporis. The Event Planner is *entitled to a refund administration fee* of 3 percent of the amount to be refunded, which they may charge against or deduct from the amount to be refunded.

The *detailed information about the order of refunds* is published by the Event Planner within 30 (thirty) days after the planned closing date of the event. Refunds are transferred within 90 (ninety) days following the 30 (thirty) days after the planned closing date of the event if the information necessary for the refund are available. If the necessary information regarding the refunds is not available within the deadline stated earlier, then the refund may be requested within the limitation period determined in these Terms by providing the information.

**13. Special provisions applicable to Meex Agent Kft. as Event Planner** At the time of their ticket purchase to Budapest Comicon 2021, the Customer accepts Hungexpo's own Terms and policies. All of these are available at the official website of Hungexpo.

Effective as of: August 23, 2021.