

GENERAL TERMS AND CONDITIONS

Effective from 15 July 2025

I. General conditions

1. The present General Terms and Conditions (hereinafter referred to as "**GTC**") should applied to the services provided by the Budavár Municipality of the 1st District of Budapest (registered office: 1014 Budapest, Kapisztrán tér 1., postal address: 1276 Budapest, Pf. 1198, e-mail:hivatal@budavar.hu ; hereinafter referred to as "**Service Provider**"), and operated by Budavári Városüzemeltetési Korlátolt Felelősségű Társaság (registered office: 1014 Budapest, Országház utca 9.; company registration number: 01-09-952764;e-mail: ticket@budavar.hu; a hereinafter referred as: "**Operator**") on the online ticket sales services at <https://ticket.budavar.hu> website (hereinafter referred to as "**Website**") and on the rights and obligations between these parties and the users of the Website (hereinafter referred to as "**Customer**").
2. The present GTC and the terms and conditions contained herein shall apply to all tickets provided by the Service Provider for sale on the Website and available for purchase by the Customer, as specified in Chapter III.
3. The Service Provider reserves the right to amend and supplement this contract within the limits of the applicable legislation. Following the amendment or supplementation of the contract, the Service Provider shall inform all Customers with whom it has an active legal relationship of the fact by e-mail or otherwise notify them of the amendment or supplementation, with the understanding that amendments and supplements to contracts already concluded shall only enter into force with the express consent of the Customer. Customers who have entered into a contract with the Service Provider following the amendment shall be subject to the amended contractual terms and conditions.
4. The parties shall consider e-mail communication between them to be in writing, during which they shall be entitled to agree on the information necessary for the performance of the subject matter of this contract.
5. By using the service provided by the Website - ticket purchase- and thus by purchasing any of the products, the Customer acknowledges as binding upon him the status of this contract in force at the time of placing the order. We kindly ask our Customers to carefully study and read this contract and all its terms and conditions before deciding to place an order and to order the selected product(s) only if they fully agree with it. To finalise the order, the Customer must accept this GTC and agree to be bound by them.
6. This contract applies to all online sales to the Customer.
7. Only persons over the age of 18 who have the legal capacity to act may purchase tickets online.
8. The Service Provider reserves the right to cancel the Customer's order if it detects fraudulent, speculative or bad faith use of the service by the Customer.
9. The Customer shall be deemed to be a consumer if the product(s) ordered are not for commercial purposes or are not for the professional activities of self-employed persons. Conversely, any natural or legal person having legal capacity who, at the time of the conclusion of the contract, is engaged in a commercial or independent professional activity shall be considered to be a trader and not a consumer.

10. For the safety of its own business and services, the Service Provider does not authorise purchases where the value of an order and the number of items exceeds the normal consumer quantity. The determination of the normal consumer quantity is based on general practice, but the Service Provider is free to determine the value and the extent of the quantity limitation for a given order on a case-by-case basis.

11. The present GTC shall be considered a distance contract and shall be concluded exclusively in electronic form by the Service Provider making the present contract available to the Customer via an embedded link at the Website during the purchase process, and the Customer acknowledges the entire content thereof as being binding on him/her, by opting for the service and purchasing a ticket.

12. The Customer has the opportunity to read, understand and accept as binding the present contract published on the website, when finalising the contents of the shopping cart, at the same time as placing the order, before starting the payment process, by clicking on the link embedded in the "General Terms and Conditions" on the website. The Customer may indicate his/her declaration of intent and agreement with the content of this contract and his/her intention to conclude a contract in accordance with this content by ticking the empty box next to the embedded link and placing an order with the Service Provider. By accepting the present contract entitled "General Terms and Conditions" published on the embedded link and the Service Provider's "Privacy Policy" in the same manner, and by placing the order and paying the final amount of the contents of the basket (hereinafter referred to as the "final amount of the invoice") to the Service Provider, the Customer decides to use the service under the terms and conditions set out in the present contract and the Privacy Policy.

13. The date of the conclusion of this contract is the date on which the Service Provider notifies the Customer that his/her order has been accepted.

14. The present contract and its full text are published in Hungarian and English too.

15. No code of conduct is available for the Service Provider.

II. Subject of the service (purchasing online tickets)

1. On the Website, the Service Provider and the Operator sell online tickets for cultural-tourist visits and admission ("**Entrance Tickets**") to the following venues:

- the upper observation deck of the **Fishing Bastion**,
- the parts of the observation deck of the **Mary Magdalene Tower**, or
- a combined ticket for a visit to all of the above, in the form of a combined ticket giving access to both sites and admission to both.

A valid ticket must be presented in order to use this service. The presentation of the QR code of the ticket received by e-mail is also acceptable.

2. Ticket types:

- Full price ticket,
- Discounted ticket (student, pensioner, other eligible persons),
- Free admission- in cases specified by law,

- Combined ticket- single entry to both venues.

3. How to buy tickets:

- online on the Website (<http://ticket.budavar.hu/>) or
- in person at the Service Provider's Customer Service (1014 Budapest, Kapisztrán tér 1., 1012 Budapest, Attila út 65.; website: <https://budavar.hu/institutions/ugyfelszolgalati-iroda/>) or at the ticket offices at the venues during opening hours. It is advisable to check the opening hours of the cash desks at the locations on the Website in advance.

Discounted and free tickets can only be purchased in person with proof of eligibility.

4. Conditions of validity of Entrance tickets:

- The Entrance ticket entitles the holder to onetime entry.
- The Entrance Ticket is not transferable.
- The price of Entrance Ticket is non-refundable.

5. This fixed term contract shall terminate upon mutual performance of the conditions set out herein, including the use or non-use of the ticket(s) purchased until the last day of the calendar year in which the ticket was purchased. If the Purchaser does not use the Ticket(s) purchased during the calendar year of purchase, the Purchaser shall not be entitled to a refund.

6. The Service Provider and the Operator reserve the right to change the prices of the Tickets. Prices shown on the Website include VAT.

7. The Customer acknowledges that if the price of a ticket is incorrectly indicated, the Service Provider shall be entitled to unilaterally withdraw from these GTC, with refund of the amount paid, even if the Customer has already paid the incorrectly indicated price of the product.

III. Procedure for online purchase and order fulfilment

1. The Customer selects the ticket(s) he/she wishes to purchase and the location of the visit from the tickets available on the Website. During the ordering process, information about tickets and prices is subject to confirmation by the Service Provider.

2. Selecting the Ticket and adding it to the Cart. Once selected, it is the Customer's sole responsibility to check all the ticket types, the number of tickets and, where individually indicated, other characteristics of the basket, including the pricing of the products, before finalising the order, to ensure that they comply with all the conditions of the ticket(s) he wishes to purchase. Until the purchase process is completed, the Customer may modify the data required for the purchase.

3. The Customer is obliged to provide the correct data after entering the Shopping Cart in order to issue an electronic invoice. The Customer can select here if he/she requires a VAT invoice. Incorrect, untrue or misleading delivery details and contact details are the sole responsibility of the Customer and the Customer is solely responsible for the accuracy, completeness and correctness of the details provided on the Website. The Service Provider shall not be liable for any legal consequences arising from incorrect, inaccurate or untrue delivery data and contact details, including but not limited to the e-mail address

provided by the Customer which is incorrect, inaccurate or false, and shall not be liable for any damages or compensation.

4. Selection of the payment method and payment for the product(s) selected: the Customer can finalise the purchase process by entering the payment details by clicking on the "Payment" button. Payment by credit card: the Customer can pay the total amount of the invoice by credit card on the Website through the Service Provider's partner contracted to manage the payment services at the time. Pay by 'QVIK' service: Simplepay, which provides the credit card payment service, also offers the possibility to pay by payment request.

5. By placing the order- and at the same time by paying the total amount of the invoice- the Customer submits a binding offer to purchase the products in the basket. This purchase offer may only be submitted and forwarded to the Service Provider if the Customer has accepted the Service Provider's order Customer accepts the present "General Terms and Conditions" made available by a link during the Supplier's ordering process and the "Privacy Notice". If the Customer does not agree with the terms of this contract or the content of the "Privacy Policy" published on a separate link, he/she cannot place his/her order in the Service Provider's system- thus, without accepting the "Terms and Conditions" or the "Privacy Policy", the menu item that directs to place the order cannot be clicked. If the Customer does not wish to purchase a Ticket online, he/she can only purchase a Ticket in person at the Service Provider's customer service.

The Customer acknowledges that the following personal data stored by the Service Provider as data controller in the user database of <http://ticket.budavar.hu/> and will be transferred to SimplePay Zrt. as data processor: Cardholder's name, cardholder's e-mail address. The nature and purpose of the data processing activities carried out by the data processor can be found in the SimplePay Data Processing Information Notice, at the following link: <https://simplepay.hu/adatkezelesi-tajekoztatok/>"

6. Confirmation of the order: After placing an order, a confirmation email will be sent to the Customer. from the Service provider's email address to the email address provided by the Customer on the Website. This email will contain: The purchase confirmation and the purchased ticket(s). The Service Provider reserves the right to refuse to sell the tickets offered for purchase.

7. Issuing an electronic invoice: the Service Provider will issue the invoice to the billing name and address indicated by the Customer in the ordering interface. Customer, as the person ordering the service, may not change his/her identity. If you have previously indicated your wish to receive an invoice during the order process, you will receive a copy of the invoice as an e-mail attachment to your e-mail account. The invoice will be sent by the Supplier to the e-mail address provided by the Customer during the ordering process. By accepting this contract, the Customer agrees to the issuance of an electronic invoice to the Service Provider.

8. Problems during the purchase process or with the availability of the service: if the Customer encounters a problem during the purchase process or with the availability of the service or has any other relevant questions the Customer Service can be contacted by e-mail via ticket@budavar.hu.

IV. The right of withdrawal/cancellation

1. Please note that the tickets purchased under this contract are non-refundable and the date and venue chosen on the ticket cannot be changed. The Service Provider informs the Customers that they are not entitled to the right of withdrawal or termination under Article 20 of Government Decree No. 45/2014

(II.26.) on the detailed rules of contracts between consumers and businesses, as the contract in question is for a service related to leisure activities for which the parties have agreed a contractually fixed deadline.

2. The Customer acknowledges that if he/she or a third person for whom he/she has purchased a ticket is unable to attend the visit, the Service Provider cannot refund the price of the ticket(s).

3. It is the Customer's responsibility to check the opening hours of the venues covered by the Ticket before purchasing a Ticket and the terms and conditions of use of the website at the time of purchase.

V. Acceptance of the Visitor Policy

Please note that by purchasing your Ticket electronically, you expressly accept and undertake to comply with the provisions of the Visitors' Regulations of the venues listed in point II/1. The Visitors' Regulations are available on our website in electronic form and in paper form at the entrance to the sites listed in II/1.

VI. Final provisions

1. The issues not regulated in this contract shall be governed by the Hungarian legislation in force at the time, in particular the provisions of Act V of 2013 on the Civil Code, and certain provisions of Government Decree 45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses in respect of distance contracts (hereinafter referred to as the "Government Decree").

2. In the event of invalidity of any provision of the contract, the legal consequences of the invalidity shall apply only to those provisions and the invalidity shall not affect the other parts of the contract. The invalid part shall be automatically replaced by the provisions of the law in force, provided that the Contracting Parties would have concluded the contract without the invalid part.

3. If you are dissatisfied with the service provided by us, you may lodge a complaint at the contact details of the Service Provider and/or the Operator indicated on the website. If you are not satisfied with our services or contractual terms and conditions and your complaint has not been resolved after consultation with our staff, you may lodge a complaint with the Budapest Conciliation Board.

4. In case of initiation of proceedings before the Conciliation Body, the competent conciliation body is the one of the place of residence or stay of the Customer. At the request of the consumer, the request may be submitted to the conciliation body of the place of performance of the contract or the place of establishment of the undertaking or body authorised to represent the consumer in the consumer dispute instead of the conciliation body of the consumer's place of residence or domicile. In the absence of the consumer's domicile and residence in the territory of the country, the competence of the conciliation body shall be based on the place of establishment of the undertaking or body authorised to represent the consumer in the consumer dispute, but the body of the place of performance of the contract shall have jurisdiction instead of the conciliation body referred to herein, if the place of performance is situated in the territory of the country, at the consumer's request. Where several consumers make a joint application, the body competent for any one of the applicants shall be competent for all the applicants.

The competent conciliation body according to the place of establishment of the Service Provider is:

Budapest Conciliation Board

Seat: HU-1016 Budapest, Krisztina Blvrd. 99. Floor 3 Door 310

Postal address: 1253 Budapest, PO Box 10

E-mail: bekelteto.testulet@bkik.hu

Phone: 06 (1) 488 21 31

Contact details of the Consumer Protection Department:

Seat: HU-1051 Budapest, Sas street 19. III. floor

E-mail: fogyved_kmf_budapest@bfkh.gov.hu

Phone: (1) 450-2598

You can submit your consumer complaint in person, by post or by email at any government or district office.