

# TERMS & CONDITIONS

## I. General Provisions

Service Provider's details

A Szolgáltató neve:	"Nemzetközi Cirkusz"Művésze3, Szolgáltató Beté3 Társaság
Székhelye és postai címe:	1146 Budapest, Thököly út 111.
Nyilvántartó hatóság:	Fővárosi Törvényszék, mint Cégbíróság
Céjegyzekszáma:	Cg. 01-06-734244
Adószáma:	20720494-2-42
E-mail címe:	jozsefrichter@hotmail.com
Honlapjának címe:	<a href="http://www.magyar nemzet icirkusz.hu">www.magyar nemzet icirkusz.hu</a>
Telefonos ügyfélszolgálat:	+36 20 935 40 50
Ügyfélszolgálat e-mail címe:	info@magyar nemzet icirkusz.hu
Panaszkezelés helye és elérhetőségei:	1145 Budapest, Thököly út 111. +36 20 935 40 50 <a href="mailto:jozsefrichter@hotmail.com">jozsefrichter@hotmail.com</a> Munkanapokon 10.00 - 16.00 óra között
Tárhely szolgáltató neve:	ELIN.hu Informatikai Szolgáltató és Tanácsadó Kft.
Tárhely szolgáltató címe:	9024 Győr, Déry T. u. 11.

1. On behalf of Richterpark Kft., Nemzetközi Cirkusz Bt. operates an online internet system (hereinafter referred to as the "System") to facilitate the purchase of tickets and season tickets (hereinafter referred to as "Tickets") for various cultural, sporting, and other events (hereinafter referred to as "Events"). The Service Provider shall provide the purchase of tickets for the Customers for the Events listed in its System (hereinafter referred to as the "Service").
2. The present General Terms and Conditions (hereinafter referred to as "GTC") define the terms and conditions of the use of the service for the purchase of tickets between the Service Provider and the person using its Internet system (hereinafter referred to as the "Customer"), as well as the rights and obligations arising between the Service Provider and the Customer.
3. The Service Provider expressly states that its service is solely the operation of a platform providing the convenience, i.e. the electronic purchase of tickets for events organised and run by organisations under contract with it, and that the event is not organised by the Service Provider, but by its contractual partner, in this case, Richterpark Kft.

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## II. SUBJECT OF THE CONTRACT

The tickets and products offered for sale by the Service Provider; their properties and characteristics and the conditions of purchase can be found on the specific page of the tickets and products.

### 4. IDENTIFICATION OF CONTRACTING PARTIES

The service provider's business activities exclusively extend to tickets and products purchased via the internet platform, identified by the logo and data of Safari Park Kft. and other contracted cultural, sports, and other institutions, accessible through the website [www.safaripark.hu](http://www.safaripark.hu) under the purchasing conditions specified therein, and payable by credit card or bank transfer.

By filling in the registration form, the Customer provides his/her purchase data (name; purchase address; e-mail address; telephone number), and the Seller is responsible for the performance and invoicing of the order. The Customer shall be liable for any damage resulting from the provision of incorrect or false information. The Seller has the right to cancel a registration that is obviously incorrect or false and, in case of doubt, to verify the authenticity of the Customer's details.

The fee for voiding an invoice issued based on incorrectly provided data by the Customer and for issuing a new invoice containing the correct data is HUF 2500. This amount will be invoiced to the Customer following their written request for correction, after the payment of which the Seller will be entitled to issue and post an invoice to the Customer containing the corrected data. The Seller has three working days from the date of issue to accept a request for rectification.

### 5. PURCHASE PRICE, PAYMENT AND DELIVERY TERMS

The price indicated next to the tickets is their purchase price, which also includes VAT. Payment of the purchase price can only be made by bank transfer or credit card payment as described below, in the latter case by proceeding from the Service Provider's website to the website of the bank contracted with it. The Service Provider shall not be liable for any errors on the bank payment page. Our system confirms the success (or failure) of the purchase by sending an automatic confirmation e-mail containing the barcode and the purchase ID, and by displaying each transaction in the appropriate menu on the website. An automatic confirmation e-mail will be sent to the e-mail address provided by the Customer. The Customer shall be liable for any damage resulting from the provision of an incorrect e-mail address. Based on the purchase data provided by the Customer, Safari Park Kft. issues an electronic invoice based on the Service Provider's indication, which is sent to the customer's e-mail address immediately after the payment of the purchase price.

### 6. TICKET PURCHASE AND PAYMENT BY CREDIT CARD

The payment of the purchase price of the ticket by bank transfer shall be deemed to have been completed when the payment is debited in full to the payment account indicated by the Customer and the bank acting at the same time sends a confirmation to the Service Provider. If the transaction is unsuccessful for any reason, our company will notify the Customer of the bank's response.

After a successful transaction, our system sends an automatic confirmation e-mail to confirm the success of the purchase. An automatic confirmation email including the purchase ID will be sent to the email address provided by the Customer.

7. With regard to the service beyond the purchase of the Ticket, i.e. the actual organisation of the Event, the Customer enters into a service relationship with the organiser of the Event, i.e. Safari Park Kft. (13 - 09 - 209057) (hereinafter referred to as the Event Organiser). The Service Provider shall not be involved in the organisation and execution of the Event, and its activities and responsibilities shall be limited to assisting in the sale of Tickets. The services – and the liability for them – provided by the Service Provider and the Event Organiser are therefore separate. The Organiser is obliged to ensure that the Event is conducted as advertised. The Service Provider shall not be liable in any way for the performance, quality, conduct, realisation or non-performance of the artists, athletes or other performers at the Event attended with the purchased Ticket. Accordingly, the Ticket is a contract between the Event Organiser and the Customer, in which the Event Organiser undertakes to organise the Event and the Customer pays the price of the Ticket.

8. The Service Provider does not sell any product that requires a licence and is therefore subject to authorisation.

**9.** No natural person under the age of 16 may make purchases on the website. By clicking on the "Payment" or "Order with payment obligation" button, the Customer accepts the terms and conditions of the contract for the Service and the provisions of these GTCs. By entering into the contract, the Customer declares that he/she has understood the terms and conditions set out in these GTC, in particular the information set out in Section II, and has accepted them as binding upon him/her, and has consented to the processing of his/her data required for the use of the Service within the scope of the GTC and the Data Processing Policy.

**10.** The contract concluded does not constitute a written contract, is not filed and is therefore not accessible afterwards. The conclusion of the contract is evidenced by the electronically saved purchase data, which the Service Provider keeps for the period specified in the legislation on accounting and taxation.

**11.** The contract between the Parties is concluded in Hungarian.

**12.** The Service Provider informs the Customer and the Customer expressly acknowledges that the Service Provider is entitled to unilaterally amend the GTC. If the Privacy Policy is amended, the Service Provider shall notify the Customer by publishing the changes on [www.safaripark.hu](http://www.safaripark.hu) at least eight (8) days before the amendment comes into force.

### **Pre-contractual information under Section 11 of Government Decree 45/2014 (II. 26) on contracts between distant parties:**

The Service Provider shall inform the Customer of the following data. We kindly ask our Customers to study this information before purchasing a ticket (or any other product) and to make a purchase (in the legal terminology: "enter into a contract") only on the basis of this information!

- a.** The essential features of the service, i.e. the Event, can be found on the Event's datasheet. The datasheet contains full information on the tickets currently available and their prices, in gross form, including VAT payable on a case-by-case basis, with a reference to the legal Hungarian currency, in "HUF" format. The Service Provider does not sell products for which the indication of the unit price is required by law (products available in multiple packages or in multiple pieces). The Customer can view all data on the Service Provider's website without registration and can also make purchases without registration.
- b.** The name of the service provider is indicated in Section I.
- c.** The registered office, postal address, telephone number, fax number and e-mail address of the company are given in Section I. In case of ticket sales, the Service Provider acts on behalf of the Event Organiser. The name and postal address of the Event Organiser can be found in the event description. The name and other identification details of the Event Organiser will also appear on the front of the Ticket.
- d.** The place of business of the Service Provider is the registered office indicated in Section I. The consumer may address his or her complaints to any of the contact details of the Service Provider indicated in Section I.
- e.** The total amount of the consideration for the contracted product or service plus tax is shown on the "shopping cart" page of the shopping interface, indicating the gross ticket price and any handling or delivery costs. There shall be no additional cost to the consumer beyond the gross prices shown here.
- f.** The Service Provider does not use open-ended or flat-rate contracts. The amount of the consideration includes all costs related to the purchase.
- g.** The tools used for facilitating the purchase (such as a mobile phone, telephone, computer with internet connection, tablet etc.) may incur charges from the telecommunications service provider based on the individual subscription or other agreement of the Customer, for their internet, mobile, or other electronic connections, and potentially for special payment methods (e.g., mobile payment). However, the Service Provider itself does not use a premium rate service.
- h.** The prices quoted are the total amount of the consideration plus taxes expressed in Hungarian forints, gross prices, including VAT. Due to the nature of the service, it is not possible to indicate a unit price. If the Customer is required to pay a handling fee for using the System, the System will indicate this clearly during the purchase process. The handling fee is a fee for the Service Provider's service, not an amount charged for the use of a credit card or other payment method, but a convenience fee. This convenience fee is the basis for the financial settlement between the Event Organiser and the Service Provider, which shall be agreed between the Event Organiser and the Service Provider in a separate contract. The selected means of delivery may involve additional costs, which will be indicated in detail in the System. The total amount of the

consideration includes all costs. In addition to the usual credit card payment, the Service Provider accepts several payment methods, which are described in detail in the Service Provider's Customer Information and Frequently Asked Questions. The payment and the delivery of the electronic ticket to the e-mail address provided by the Customer will be made in real time, practically instantaneously. There is no option for delivering the e-ticket; the Service Provider delivers it electronically. The performance of the service is automatic and the deadline is immediate. The rules for handling complaints are set out in Section XII of this document.

- i. Information on the time limits and other conditions for the exercise of the consumer's right of withdrawal and termination is set out in Section VII of this document.
- j. Information on the cost of returning the product in case of purchase is provided in Section VII of this document.
- k. Pursuant to Section 29 (1) I) of Government Decree 45/2014 (II.26.), the Customer may not exercise his/her right of withdrawal or right of termination if the Event Ticket is valid for a specific date (specific day, deadline). Further information on the conditions for the exercise of the consumer's right of withdrawal and termination is set out in Section VII of this document.
- l. The legal obligations relating to the warranty for material defects and the product warranty are set out in Section VIII of this document.
- m. The Service Provider operates a telephone customer service every working day from 10 a.m. to 4 p.m., which is at the Customer's disposal at +36-30-518-02-30 or the email address [jozsefrichter@hotmail.com](mailto:jozsefrichter@hotmail.com).

**Pursuant to Government Decree 151/2003 (IX. 22.) and its annexe, the range of products sold by the Service Provider is not subject to warranty.**

1. The Service Provider is not a signatory to and has not committed itself to the code of conduct referred to in the Act on the Prohibition of Unfair Commercial Practices against Consumers.
2. The contract between the Service Provider and the Customer is concluded for a limited period of time, the duration of which is until the date of the Event in the case of the purchase of a Ticket, or until the receipt of the product in other cases.
3. The contract will not be converted into a contract of indefinite duration.
4. During the purchase process, the Customer has no obligations beyond the payment of the consideration.
5. The Customer shall not provide the Service Provider with a deposit or other financial security.
6. The consumer protection inspectorates of the metropolitan and county government offices have first instance county jurisdiction in consumer protection administrative authority cases, at second instance, the Hungarian Authority for Consumer Protection with national jurisdiction. The list of competent inspectorates can be found at: <http://www.nfh.hu/teruleti>. Jurisdiction is also based on the consumer's place of residence, the place where the business is located and established and the place where the infringement was committed. The application can be submitted to any competent supervisory authority.
7. The conciliation body is responsible for settling out-of-court disputes between consumers and businesses (consumer disputes) concerning the quality and safety of products, the application of product liability rules, the quality of service, and the conclusion and performance of contracts between the parties. To this end, the conciliation body will attempt to reach an agreement between the parties and, if this is unsuccessful, will rule on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The conciliation body advises consumers or businesses on the rights and obligations of the customer at their request. The conciliation body operates independently alongside the county (metropolitan) chambers of commerce and industry. The name of the conciliation body competent according to the registered office of the Service Provider: Budapest Conciliation Board, located at 1016 Budapest, Krisztina krt. 99. Floor III 310, postal address: 1253 Budapest, Post office box: 10.

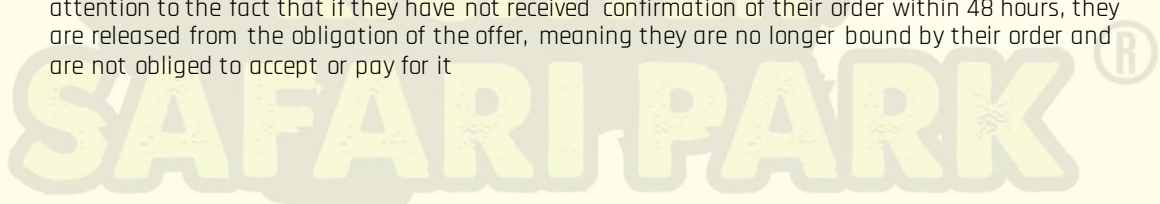


### III. Customer's Data

1. The Service Provider reserves the right to reject the Customer's order in justified cases, in particular in the event of providing false or incomplete data or any misuse of the System or the Tickets.
2. The Customer is fully responsible for the username and password associated with his/her user account and for all purchases and other activities made through it. The Customer undertakes to notify the Service Provider's customer service immediately in the event of any unauthorised use of his/her data or any other breach of security. The Service Provider is not liable for any damages resulting from the storage of the password or the transfer of the username and password to third parties.
3. The Customer declares that the information provided in the System is correct. The Service Provider shall not be liable for any damage resulting from the provision of incorrect, erroneous, or false data or e-mail address during the purchase. The Service Provider is responsible for performance and invoicing in accordance with the information provided by the Customer. The Customer may check and modify his/her data at any time. The Service Provider is entitled to delete obviously incorrect or false data, and in case of doubt, is entitled to verify the authenticity of the Customer.
4. The Service Provider processes the Customer's data in accordance with the provisions of Section 5 (1) a) of Act No. CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information, based on the voluntary consent of the data subject, as well as the regulations of Act No. CVIII of 2001 on Electronic Commerce and on Information Society Services. The detailed rules on data protection are set out in the Privacy Policy, which is available in the footer of the shopping area.
5. During the shopping process, the Customer has the possibility to modify the contents of the shopping cart, delete or select new products. The Customer then enters the details required for the purchase on the Payment page. If the data needs to be corrected, the Customer may do so without limitation, as long as he/she has not clicked on the "Payment" or "Order with payment obligation" button. Afterwards, depending on the payment method chosen, the payment is made via the payment provider's interface.
6. By entering a password during the pre-registration process, the Customer will only need to enter their details once and not for each purchase. The Customer can prohibit the use of the data for such purposes at any time by unsubscribing.
7. By using the service, the Customer agrees that the Service Provider may transmit the data to the organiser of the event in question in order to enable the organiser of the event to inform the User directly and immediately about the cancellation of the event, changes to the date of the event, or important circumstances affecting the spectator in any respect, or to directly arrange the refund or exchange of tickets.
8. In relation to the processing and storage of personal data, the Service Provider exercises the utmost care reasonably expected. The Service Provider shall not, however, be liable for any damage caused by indefensible attacks that occur despite the exercise of reasonable care.

### IV. How to buy tickets online

1. For detailed rules on how to buy tickets, please see the "How to buy tickets" section of the website [www.safaripark.hu](http://www.safaripark.hu).
2. In accordance with the provisions of the law, online shops are obliged to confirm the Customer's order within 48 hours. In case the Customer purchases a Ticket through the Service Provider's system, the purchase of the Ticket will be made practically immediately after the successful payment in real time and the Customer will receive the ordered Tickets in electronic form immediately. Thus, instead of receiving an order confirmation within 48 hours, the Customer will receive a confirmation email (or another electronic message) containing the Ticket itself.
3. If the Customer does not receive the purchased tickets within a few minutes of purchase, this is presumably due to a connection error. In this case, it is important that the Customer does not repeat the transaction, but should immediately contact the Service Provider's Customer Service (+36-30-518-02-30), which will resolve the problem. At the same time, we would like to draw our Customers' attention to the fact that if they have not received confirmation of their order within 48 hours, they are released from the obligation of the offer, meaning they are no longer bound by their order and are not obliged to accept or pay for it



## V. Purchase price, terms of payment and delivery

1. The detailed rules on the payment of the purchase price, the payment methods, and the receipt of tickets are set out in the Service Provider's Customer Information.
2. The Service Provider is not liable for any errors that may occur during the bank payment.
3. An automatic confirmation e-mail confirming the purchase will be sent by the Service Provider to the e-mail address provided by the Customer. The Customer shall be liable for any damage resulting from the provision of an incorrect e-mail address.
4. The pricing of Tickets is at the discretion of the relevant Event Organiser. The Service Provider reserves the right to change the purchase price of the Tickets at any time based on the instructions of the Event Organiser and the level of additional costs. The right to change the price does not apply to purchases already in progress.
5. Placing a Ticket in the basket does not oblige the Customer to make a purchase. If the Customer decides not to purchase the selected Ticket, they may remove it from their cart at any time, or they can delete the entire contents of the cart; alternatively, the cart will expire after 20 minutes.
6. It is not possible to book the Service without payment. The payment and the delivery of the electronic ticket to the e-mail address provided by the Customer will be made in real time, practically instantaneously. The e-ticket cannot be delivered; it will be delivered electronically by the Service Provider. Completion of the service is automatic.

In accordance with the Event Organiser's decision, access to certain events may also be possible for customers with a suitable "smartphone" by showing their phone.

**7. 7.** Electronic proof of purchase is stored by the Event Organiser at its headquarters and in the server park where the servers are stored (Zomsys Kft., 2255 Szentlőrincváta, Kossuth Lajos út 99). The Event Organiser will send the Customer an e-invoice (electronic bill) for the purchase. An electronic invoice is an invoice that contains invoice data in the form of electronic signals. An electronic invoice can only be issued, transmitted and stored in electronic form, and its paper version cannot be used as an original authentic document. The Service Provider will issue the e-invoice automatically, based on the data provided by the Customer, with the involvement of an e-invoice provider. By starting the purchase process, the Customer expressly declares that they accept the e-invoice.

1. Special rules for self-printed tickets (E-tickets) and mobile tickets
2. After a successful purchase, the Customer can download the self-printed tickets in PDF format via the Customer's own customer page and print them out. E-tickets cannot be collected in person at ticket offices or by post. The printed e-ticket can be used if the barcode and the code next to the barcode are clearly legible.
3. The consequences and damages resulting from the loss, theft, misprinting, copying, and multiple printing of self-printed tickets are the sole responsibility of the purchaser. The E-ticket must be printed and brought to the Event by the Customer. The Customer acknowledges and expressly agrees that the barcode on the E-ticket will be electronically verified and immediately invalidated by the Event Organiser at the Event venue. Entry is based on the first validation. Thus, the first ticket accepted by the Event Organiser's access control system with the specified data is valid. Any further attempts to enter will be invalid and therefore unsuccessful, and the presenter may be denied entry regardless of whether the presenter of the invalid ticket is the same person who originally purchased the E-ticket. The Service Provider shall not be liable to pay compensation for any such exclusion.

## VI. Right of Withdrawal and Termination

1. The purchase can be cancelled at any time without any consequences before pressing the "Pay" or "Order with payment obligation" button. Pursuant to Article 29 (1) I) of Government Decree 45/2014 (II.26.), the Customer may not exercise his/her right of withdrawal or right of termination if the Event Ticket is valid for a specific date (specific day, deadline). In this case, the Service Provider will not be able to return the Ticket or refund the value of the purchase (except in the case of a cancellation of the performance).
2. In case the Customer purchases a ticket that is not for a specific time (e.g., museum tickets valid for any time) or if, apart from the ticket, they purchase another product (e.g., book, publication, merchandise etc.) to which the rules of consumer withdrawal and termination rights regulated in Government Decree 45/2014. (II.26.) apply, then these rights can be exercised as follows:

**3.** c) If the Customer purchased goods instead of tickets or received their non-dated ticket in printed form via courier service, they must return it to the Service Provider's headquarters (1036 Budapest, Árpád fejedelem útja 57) within fourteen days from the notification of withdrawal. The Customer is responsible for the cost of returning the goods. The Customer is responsible for any decrease in the value of the product resulting from use beyond what is necessary to determine its nature, characteristics, and functioning.

**4.** d) If the Customer lawfully withdraws from the contract, the Service Provider shall refund the full amount paid by the consumer as consideration without delay, but no later than fourteen days from the notification of withdrawal. The Service Provider shall refund the amount due using the same payment method chosen by the Customer. In the case of a contract for the sale of goods, the Service Provider may withhold the amount due to the Customer until the consumer returns the product or unequivocally proves that they have returned it.

## VII. Warranty for Material Defects, Product Warranty

1. The information on a warranty for material defects and product warranty is provided in Appendix 2 to these GTCs.

### Limitations of the Service Provider's Service

**1.** The Customer acknowledges that due to the nature of the Internet, the continuous operation of the System may be interrupted despite the Service Provider's prior knowledge and intention. Accordingly, the Service Provider does not guarantee the faultless and uninterrupted operation of the Service and the associated website, nor does it guarantee continuous or error-free access to the Service.

**2.** The Service Provider reserves the right to partially or completely suspend the Service without prior notice or notification for maintenance purposes or other security considerations related to the Service or the associated website.

**3.** The Service Provider makes every effort to relay the information received from Event Organisers to interested parties. However, the Service Provider shall not be held responsible for any information or content related to individual events on the Service's website that has been recorded in the system by the Event Organiser themselves or by an employee of the Service Provider based on information received from the Event Organiser.

**4.** The Service Provider is only liable for damages caused by intentional or grossly negligent errors attributable to them. The extent of liability shall not exceed the value of the purchase transaction.

**5.** The Customer acknowledges that the Service Provider is not responsible for any damages or abuses arising from or in connection with payment made by credit card.

**6.** The Service Provider shall not be liable for any damage caused by the Customer, the Event Organiser, or any third party's non-contractual or unlawful acts or omissions.

## VIII. Rules Applicable to the Event

**1.** The Organiser is obliged to ensure that the Event is conducted as advertised. The name and other identification details of the Event Organiser will appear on the front of the Ticket. Accordingly, the Customer is aware that the Service Provider does not assume any responsibility for the holding of the Event attended with the purchased Ticket, the quality of the performance or participation of the artists, athletes etc. performing at the Event, the conduct and holding of the Event. Regarding participation in the event, the legal relationship and service obligation arise between the person presenting the ticket and the Event Organiser. This legal relationship is determined by the regulations found on the official website of the Event or the Event Organiser. Therefore, the Service Provider cannot be a party to any potential dispute between the Event Organiser and the Customer (or the holder of the ticket) arising from the inadequacy of the event or its cancellation. The conditions of participation, the rules of the Event and the institution hosting the Event may vary significantly from one performance or event to another. These rules are set by the Event Organiser, so the Customer can ask the Event Organiser about these rules.

**2.** The Ticket is freely transferable. The Customer declares that they will only transfer the Ticket to another person if the new ticket holder has accepted the Service Provider's GTC.

**3.** Unless otherwise indicated on the Ticket, the Ticket entitles its holder, one person, to one entry to the Event indicated on the Ticket. Lost, damaged or destroyed Tickets cannot be replaced.

**4.** The start time indicated on the Ticket is indicative and may differ from the actual start time.

- 5.** Depending on the type of Ticket, it may contain digital and analogue security features to protect the Ticket against counterfeiting. If the Service Provider, the Event Organiser, or the security service involved at the Event venue observes that the security features on the Ticket are damaged, incomplete, show signs of intentional damage, or are believed to be reproduced or copied, they may refuse entry to the bearer of the Ticket to the Event or request them to leave the Event premises. The Customer cannot assert any claim for damages against the Service Provider due to such exclusion based on this reasoning.
- 6.** Certain Tickets only entitle specific categories of users to entry (such as child tickets, senior tickets, professional tickets etc.). The Service Provider does not verify the entitlement at the time of purchase. The Event Organiser, through the security service, is authorised to verify whether the bearer of the Ticket is entitled to use the special ticket. Entry can be refused until the bearer of the ticket proves their entitlement to use it. In such cases of exclusion for these reasons, the ticket purchaser or the bearer of the ticket is not entitled to compensation.
- 7.** In certain cases, Tickets may only entitle access to specific areas within the Event venue.
- 8.** Attendance at the Event is at one's own risk. While the Event Organiser takes all reasonable measures for the safe conduct of the Event, the Service Provider is not responsible for the actions of visitors behaving irresponsibly. Under the influence of intoxication, drugs, or any other psychoactive substances, the Event cannot be attended even with a valid Ticket.
- 9.** At the Event, photos and audiovisual recordings may be captured, potentially including attendees. Consequently, attendees of the Event cannot assert any claims against the Service Provider, the Event Organiser, or the rightful user of the recording.
- 10.** The Event Organiser may remove a Visitor who violates the participation conditions, the rules of the Event or the venue, the instructions of the security service, or other law enforcement agencies, in order to ensure the safe conduct of the Event and the undisturbed enjoyment of the attending Visitors. In such cases of exclusion, the Service Provider cannot be held liable for damages.
- 11.** In the majority of Events, the Event Organiser reserves the right to make minor or justified changes to the performing artist, cast, or programme of the Event.
- 12.** In the case of events organised in an open-air venue, the Event Organiser has the option to announce a reserve event day (rain date). If the rain date has been announced, the Event Organiser may decide at any time to hold the event on the rain date. The Service Provider promptly informs the Customers about this decision through the [www.safaripark.hu](http://www.safaripark.hu) website as soon as it receives the relevant information from the Event Organiser. The customer acknowledges that due to the event being held on a rain date, they are not entitled to the right of withdrawal. According to the general customs in the industry, in case of interruption, early termination, or delayed start due to weather conditions, the event should be considered valid if more than half of the event has been conducted properly, or if the delay in starting the event is less than 50% of the planned duration, or if there is a need to pause for less than 25% of the time. The Event Organiser is entitled to establish different rules for the rain date or for partially conducted events.
- 13.** The Service Provider shall do its utmost to inform the Customer and facilitate the redemption of the tickets in the case of the Event being cancelled. At the same time, the Customer acknowledges that in case of event cancellation, the process, location, and deadline for ticket refunds are determined by the Event Organiser, and the Event Organiser is responsible for ensuring their implementation. The Event Organiser promptly publishes the information regarding ticket refunds on the [www.safaripark.hu](http://www.safaripark.hu) website as soon as it receives them officially from the Service Provider. The Service Provider cannot be obliged to refund the tickets or reimburse the ticket price for the event unless specifically instructed by the Event Organiser. Refunds can be requested within the deadline specified by the Event Organiser, but no later than thirty (30) days from the announcement, provided that the original ticket and proof of purchase are presented. In addition to the ticket price, which the refund issuer is obliged to refund in full, neither the Event Organiser nor the issuer of the refund is obligated to compensate for any perceived or actual damages or costs. In cases other than the cancellation of the event, ticket refunds are not possible. In the case of a cancellation of the Event, the validity of the refund of the price of other services used in the purchase of the Ticket shall be determined according to whether the services have been performed by the service provider.
- 14.** If, as a result of war, riot, terrorist act, strike, accident, fire, blockade, flood, natural disaster, serious energy supply disruption or any other unforeseeable and unavoidable obstacle beyond the control of the Customer or the Service Provider, one of them is unable to fulfil a contractual obligation, that person shall not be liable for any loss or damage caused by these events.

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## IX. Trademarks and copyrights appearing on the website

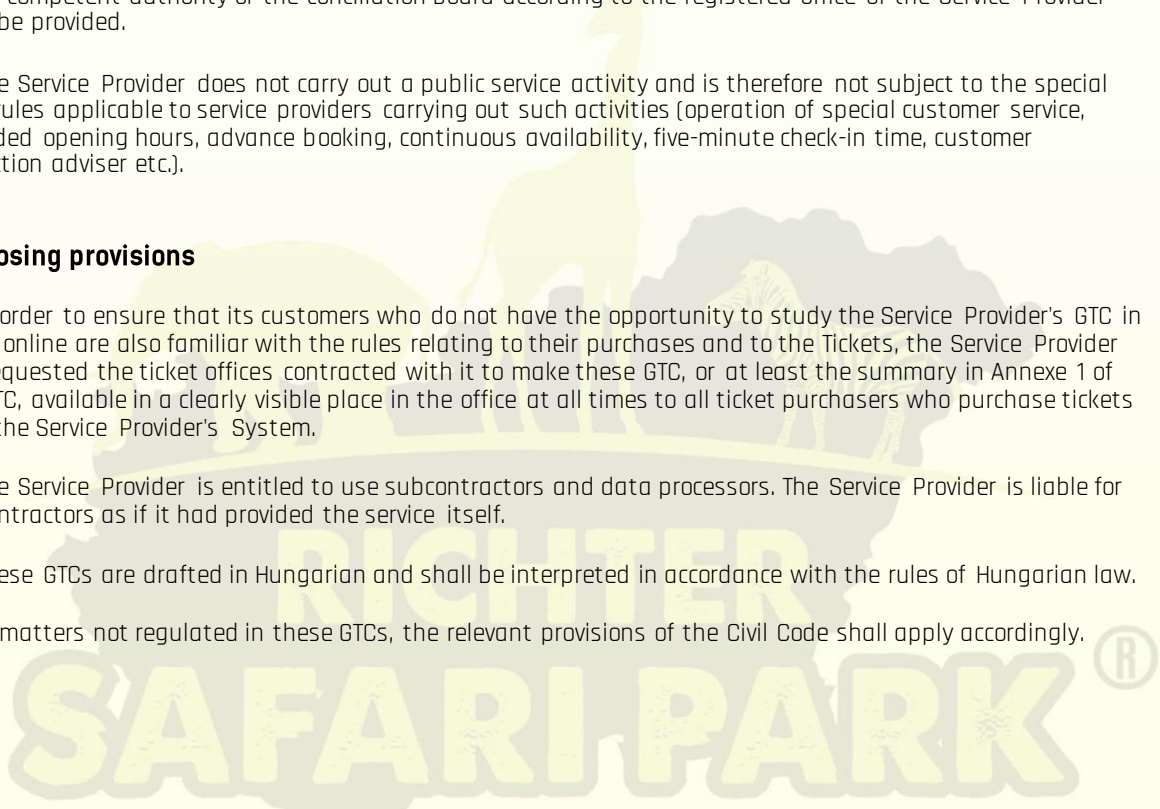
1. Trademarks displayed on the Service's website are the exclusive property of the Service Provider or other rights holders. These marks may not be used, distributed, or published in any way by third parties without the express prior written consent of the Service Provider or the rights holders.
2. The information and other documents available on the website are protected by copyright, the rights to which belong to the Service Provider or the right holders. The information and other material available on the website may not be used, copied, distributed or published by third parties for any purpose other than that for which it is intended, without the express prior written consent of the Service Provider or the rights holders.
3. Any comments (e.g. chat, blog), remarks, suggestions and ideas communicated by the Customer in connection with the use of the website shall be used by the Service Provider without limitation and exclusively, but this does not mean that any such comments, remarks etc. reflect the opinion of the Service Provider. The Service Provider shall be entitled to utilise, use, transfer, publish, delete and disclose the User's comments without any limitation and without having to provide the Customer with any compensation for this.

## X. Complaints handling

1. The registered office of the Service Provider, the place of complaint handling, the mailing address, e-mail address, Internet address and telephone number of its customer service are specified in Section I of the GTC.
2. The Customer may notify the Service Provider orally or in writing of any complaint regarding the conduct, activity or omission of the Service Provider directly related to the distribution or sale of the goods. The Service Provider will investigate the verbal complaint immediately and, if possible, remedy it immediately. If the Customer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide a copy of the record to the Customer in the case of a verbal complaint communicated in person, or, in the case of a verbal complaint communicated by telephone or other electronic communication service, at the latest at the same time as the substantive response.
3. The Service Provider shall respond in writing to the written complaint within thirty days of its receipt and shall send it to the Customer, primarily to the email address provided by the Customer. The Service Provider is obliged to justify its position in rejecting the complaint. In the event of the rejection of the complaint, the Service Provider is obliged to inform the Customer in writing about which authority or conciliation board the Customer can initiate proceedings with, depending on the nature of the complaint. The correspondence address of the competent authority or the conciliation board according to the registered office of the Service Provider must be provided.
4. The Service Provider does not carry out a public service activity and is therefore not subject to the special legal rules applicable to service providers carrying out such activities (operation of special customer service, extended opening hours, advance booking, continuous availability, five-minute check-in time, customer protection adviser etc.).

## XI. Closing provisions

1. In order to ensure that its customers who do not have the opportunity to study the Service Provider's GTC in detail online are also familiar with the rules relating to their purchases and to the Tickets, the Service Provider has requested the ticket offices contracted with it to make these GTC, or at least the summary in Annexe 1 of the GTC, available in a clearly visible place in the office at all times to all ticket purchasers who purchase tickets from the Service Provider's System.
2. The Service Provider is entitled to use subcontractors and data processors. The Service Provider is liable for subcontractors as if it had provided the service itself.
3. These GTCs are drafted in Hungarian and shall be interpreted in accordance with the rules of Hungarian law.
4. In matters not regulated in these GTCs, the relevant provisions of the Civil Code shall apply accordingly.



## Annexe 1

Nemzetközi Cirkusz Bt. ticket office information for ticket buyers

(Organisers of individual events may set different rules.)

Effective from: 24th of October 2023.

- 1.** Nemzetközi Cirkusz Bt. (hereinafter referred to as the "Service Provider") provides the purchase of Tickets for various cultural, sporting and other events (hereinafter referred to as "Events") to the Customers via its computer system.
- 2.** With regard to the service beyond the purchase of the Ticket, i.e. the actual organisation of the Event, the Customer enters into a legal relationship with the organiser of the Event (hereinafter referred to as the Event Organiser). The Service Provider is not involved in organising and conducting the Event, and its activities and responsibilities are limited to the sale of Tickets. The services – and the liability for them – provided by the Service Provider and the Event Organiser are therefore separate. The Organiser is obliged to ensure that the Event is conducted as advertised. The Service Provider shall not be liable in any way for the performance, quality, conduct, realisation or non-performance of the artists, athletes or other performers at the Event attended with the purchased Ticket.
- 3.** The name and postal address of the Event Organiser can be found in the event description. The name and other identification details of the Event Organiser will also appear on the front of the Ticket.
- 4.** Unless otherwise indicated on the Ticket, the Ticket entitles its holder, one person, to one entry to the Event indicated on the Ticket. Lost, damaged, or destroyed Tickets cannot be replaced.
- 5.** Certain Tickets only entitle specific categories of users to entry (such as child tickets, senior tickets, professional tickets etc.). The Service Provider does not verify the existence of eligibility. The Event Organiser, through the security service, is authorised to verify whether the bearer of the Ticket is entitled to use the special ticket. Entry can be refused until the bearer of the ticket proves their entitlement to use it.
- 6.** Certain Tickets are valid only for certain areas within the Event area.
- 7.** Depending on the type of Ticket, it may contain digital and analogue security features to protect the Ticket against counterfeiting. If the Service Provider, the Event Organiser, or the security service involved at the Event venue observes that the security features on the Ticket are damaged, incomplete, show signs of intentional damage, or are believed to be reproduced or copied, they may refuse entry to the bearer of the Ticket to the Event or request them to leave the Event premises. The Customer cannot assert any claim for damages against the Service Provider due to such exclusion based on this reasoning.
- 8.** The consequences and damages resulting from the loss, theft, misprinting, copying, or multiple printing of self-printed tickets are the sole responsibility of the Customer. The E-ticket must be printed and brought to the Event by the Customer. The Customer acknowledges and expressly agrees that the barcode on the E-ticket will be electronically verified by the Event Organiser at the Event venue and will be immediately invalidated. Entry is based on the first validation. Thus, the first ticket accepted by the Event Organiser's access control system with the specified data is valid. Subsequent tickets with the same data are automatically invalidated by the first one. Any further attempts to enter will be invalid and therefore unsuccessful, and the presenter may be denied entry regardless of whether the presenter of the invalid ticket is the same person who originally purchased the E-ticket.
- 9.** Attendance at the Event is at one's own risk. While the Event Organiser takes all reasonable measures for the safe conduct of the Event, the Service Provider is not responsible for the actions of visitors behaving irresponsibly. Under the influence of alcohol, intoxication, drugs, or any other mind-altering substances, the Event cannot be attended even with a valid Entry Ticket.
- 10.** A video and audio recording may be made of the Event, on which the visitors of the Event may be recorded; the visitor of the Event may not make any claims against the Service Provider as a result.
- 11.** The Event Organiser may remove a Visitor who violates the participation conditions, the rules of the Event or the venue, the instructions of the security service, or other law enforcement agencies, in order to ensure the safe conduct of the Event and the undisturbed enjoyment of the attending Visitors. In the event of exclusion on such grounds, the Service Provider or the Event Organiser shall not be liable to pay any compensation.
- 12.** The Event Organiser generally reserves the right to make minor or justified changes to the performer, the cast or the Event.
- 13.** In the case of an Outdoor Event, the Event Organiser has the possibility to announce a reserve day (rain date). If the rain date has been announced, the Event Organiser may decide at any time to hold the event on the rain date. The Service Provider promptly informs the Customers about this decision through the Safari Park website [www.safaripark.hu](http://www.safaripark.hu) as soon as it receives the relevant information from the Event Organiser. The Customer acknowledges that due to the event being held on a rain date, they are not entitled to the right of withdrawal.
  - a.** The Service Provider shall do its utmost to inform the Customer and facilitate the redemption of the tickets in the case of the Event being cancelled. At the same time, the Customer acknowledges that in case of event cancellation, the process, location, and deadline for ticket refunds are determined by the Event Organiser, and the Event Organiser is responsible for ensuring their implementation. The Service Provider promptly publishes the information regarding ticket refunds on the [www.safaripark.hu](http://www.safaripark.hu) website as soon as it receives them officially

from the Event Organiser. The Service Provider cannot be obliged to refund the tickets or reimburse the ticket price for the event unless specifically instructed by the Event Organiser. Refunds can be requested within the deadline specified by the Event Organiser, but no later than thirty (30) days from the announcement, provided that the original ticket and proof of purchase are presented. In addition to the ticket price, which the refund issuer is obliged to refund in full, neither the Event Organiser nor the issuer of the refund is obligated to compensate for any perceived or actual damages or costs. In cases other than the cancellation of the event, ticket refunds are not possible.

## **Annexe 2**

Information on Warranty for Material Defects and Product Warranty

### **Warranty for Material Defects**

In the event of defective performance by the Service Provider, the Customer can enforce warranty claims for material defects against the business according to the rules of the Civil Code.

The customer may, at their discretion, exercise the following warranty claims for material defects: They may request repair or replacement, except if fulfilling the chosen request by the customer is impossible or would result in disproportionate additional costs for the business compared to fulfilling another request. If repair or replacement wasn't requested or couldn't be requested, the customer can demand a proportional reduction in consideration or have the defect rectified at the expense of the business by the customer or another party, and ultimately, in extreme cases, may withdraw from the contract. The Customer has the right to switch their chosen warranty claim for material defects to another one, but they bear the cost of the switch unless it was justified or caused by the business.

What is the deadline for the Customer to assert their warranty claim for material defects?

The customer is obliged to report the defect without delay, but no later than two months from the discovery of the defect. Beyond the two-year limitation period from the date of performance of the contract, warranty rights for material defects cannot be enforced.

Within six months from the date of performance, besides reporting the defect, there are no other conditions for asserting the warranty claim for material defects if the customer can prove that the product or service was provided by Nemzetközi Cirkusz Bt. However, after six months from the date of performance, the burden of proof shifts to the customer to demonstrate that the defect existed at the time of performance.

### **Product Warranty**

In the case of a defect in movable property (product), the customer may, at their discretion, assert a warranty claim for material defects or product warranty claim.

As a product warranty claim, the customer can only request the repair or replacement of the defective product. A product is defective if it does not comply with the quality requirements applicable at the time of placing the product on the market, or if it does not have the characteristics indicated in the description provided by the producer.

The purchaser has two years from the date on which the product was placed on the market by the producer to make a product warranty claim. After this deadline has passed, the Customer loses this entitlement. The Customer can only assert their product warranty claim against the manufacturer or distributor of the movable property. In the event of a product warranty claim, the Customer must prove that the product is defective. The manufacturer (distributor) is only exempt from product warranty obligations if he can prove that:

- he has not produced or distributed the product within his business activities; or
- the defect was not recognisable given the state of scientific or technical knowledge when the product was placed on the market; or
- the product's defect was caused by the application of a law or a mandatory authority provision. The manufacturer (distributor) only needs to prove one reason to be exempt.

The same defect cannot be claimed for both warranty for material defects and product warranty simultaneously; they cannot be asserted in parallel. However, if the product warranty claim is successfully asserted, the customer can claim a warranty for material defects against the manufacturer for the replaced product or repaired part.

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