

TERMS AND CONDITIONS

I. GENERAL PROVISIONS AND CONCEPTS

1. This Terms and Conditions (hereinafter: T&Cs) shall govern the conditions of purchasing products and online tickets (hereinafter: Service) between the service provider of www.sziklakorhaz.hu, 'A Szikla' Múzeumi Közhasznú Alapítvány, Budapest, Szentháromság utca 15. fszt. 1., Hungary, 1014. (hereinafter: Provider) and the customer using its e-commerce system (hereinafter: Customer). This contract shall further govern the rights and obligations of the Provider and the Customer. This T&Cs is an inseparable part of the contract governing the conditions of the Service between the Provider and the Customer. The condition of a formation of such contract is a successful Registration of the Customer confirmed by the Provider and/or a purchase of the Customer on the sziklakorhaz.hu website.

Provider: the owner and operator of www.sziklakorhaz.hu (hereinafter: Portal), that is it is the right of the Provider to contract with the Customer about the receiving of the service by the Customer. It is also the right of the Provider to contract with further partners (hereinafter: Partner) if it is needed for the execution of the service.

Service: Provider sells tickets (hereinafter: Ticket) for the events (hereinafter: Programme) appearing on the Portal and products (hereinafter: Products). Provider does not sell products for which a license is needed, so that the Service is not subject to authorisation. The Service relates only to the selling of Tickets and Products.

Customer: a customer who visits the Portal voluntarily and on his free will and uses the Service when voluntarily and on his free will shares the necessary data for the usage of the Service (hereinafter: Registration) and during the Registration accepts the terms of this T&Cs with the aim of buying Tickets or Products once or more on the Portal. This T&Cs does not apply for a user who visits the Portal but does not buy a Ticket.

Portal: The www.sziklakorhaz.hu website owned and operated by the Provider. The Customer is fully informed about the Programmes and Tickets regarding the e-Ticket system of the Portal. The Customer can buy a Ticket with his credit card for the chosen Programme.

Programme: All offers appearing on the website, for which a Ticket can be bought through the Portal.

Ticket: an electronic or printed ticket which allows participation for Programmes which can only be visited with a Ticket. The price of the Ticket is the gross total paid by the Customer. The price includes the VAT. The Service provides ensures that the price in detail is displayed in a well identifiable way. The Ticket can be used at the given location (hereinafter: Location) and time (hereinafter: Time) according to the conditions defined by the Organizer (hereinafter: Policy)

Organizer: The organizer, arranger or location of the Programme which is entitled to contract with the Provider for selling Tickets for the certain Programme., and with which the Customer enters a legal relationship by buying the Ticket. Organizer is entitled to contract with the companies needed for the arrangement of the Programme.

Registration: the visitor, when arriving at the website shares his data needed for buying a Ticket with the Provider by filling a form. With Registration the Customer informs the Provider that he intends to use the Service for buying Tickets and/or Products. With Registration the Customer declares that he read and accepted the T&Cs as obligatory, furthermore, that he accepts that his data needed for the usage of the Service will be handled by the Provider according to its Privacy Policy.

Contributor: A private individual, a company or other forms of organizations that are in contractual relationship with the Organizer. The Contributor participates in the organizing and the arranging of the Programmes. The content of legal relationship between the Organizer and the Contributors are defined in specific contracts.

Partner: participates as a contractual partner in the process of selling Tickets and Products. The content of the legal relationship between the Provider and the Partner are defined in specific contracts.

Place: the building or area where the Programme takes place. The address can be found on the Ticket and on the Portal.

Time: the one or more dates when the Programme is available, and for which dates a Ticket may be bought. The date is the starting and ending time written on the Ticket, and the duration between them. If more than one dates are available, the Time is the date which the Customer chose and is printed on the Ticket.

Policy: a document that is not an appendix to this T&Cs. The Policy governing the obligatory regulations regarding the Programmes organized by the Organizer. The Policy can be found on the Organizer's website and/or Facebook page and is also posted up at the Place of the Programme.

II. SERVICE AND PROVIDER

1. Booking without payment is not available in the Service.

2. Owner and operator of the Service:

Company name: 'A Szikla' Public Benefit Purpose Foundation
Headquarters: 1014 Budapest Szentháromság utca 15. fszt. 1.
Taxpayer identification number: 18728488-2-41
E-mail address: info@sziklakorhaz.eu
Phone number: 06 70 701 0101
Website: www.sziklakorhaz.eu
Postal address: 1012 Budapest, Lovas út 4/c.

3. Provider provides telephone helpdesk services every day between 10 a.m. and 5 p.m. The helpdesk informs Customers and takes complaints.

III. ORGANIZER AND PROGRAMME

1. Everyone participates the Programme on one's own responsibility. By participation a legal relationship and obligations are formed.

2. The execution of the Programmes advertised on the Provider's Portal or social network site is an obligation of the Organizer. Organizer endeavours to ensure the high-quality execution of the Programmes, however, right of variation of the Programme is reserved. In case of failure of a Programme or one its elements, the Organizer endeavours to substitute it with a new element or programme of the approximate quality. Regarding events organized by Contributor, the Organizes cannot take responsibility for the execution, including the amount and quality of acoustic and visual experience. Furthermore, Organizer does not take responsibility if the Programme does not satisfy the preferences of the Customer. In connection to the cases mentioned in this point, the Customer is not entitled to a partial or complete refund.

3. Organizer reserves the right of modification. If a modification of time and date occurs, the Tickets are valid for the modified time and date, according to the regulation of the T&Cs. The Organizer posts the modification on the Portal and informs the Customer via the given contacts.

4. Organizer does everything possible to ensure a safe and secure execution of the Programme, however, Organizer shall not take responsibility for irresponsible behaviour of visitors. If a visitor ignores the regulations of the Policy defined by the Organizer, he may not participate even with a valid Ticket (e.g.: disturbing other visitor, intoxicated state). The customer who violates the Policy or the instructions of the security or police may be removed. In this case, the Provider or the Organizer may not be obliged to pay compensation.

IV. CUSTOMER AND REGISTRATION

1. Registration is used for the identification of the Customer, and the distinctions of the Customer from other customers. The Customer may use the service with a voluntary registration needed only once and by accepting the terms of the contract electronically. By registering the Customer recognizes the regulations of the present T&Cs as obligatory. This T&Cs is an inseparable part of the contract. The regulations of the present T&Cs shall govern the legal relationship of the Customer and the Provider, except for the cases when the regulations of the contract conflict with those of the T&Cs. According to law, a person younger than 16-years-old may not buy a Ticket and/or Product via the Portal.

2. During the registration certain data must be given, thus the Customer's registration is only accepted and confirmed by the Provider if the Customer gave all necessary data. Customer declares that all given data are correct and do not conflict the truth. Provider is responsible for the fulfilment of the Service according to the Customer's data. Provider is not liable for errors because of incorrect or untrue data and mistyping of e-mail address, however, the Provider may seek compensation for any damage caused by the above-mentioned errors. The agreement between the contracting partners is set up in Hungarian language.

3. Provider is entitled to delete and remove the obviously incorrect or false data, furthermore is entitled to monitor the authenticity of the Customer. Provider reserves the right of rejecting or temporarily or permanently terminating Registration for legitimate reasons. Legitimate reasons are: submitting incorrect or false data, provable abuse of other Customers' personal data, the Customer has already abused the System or Ticket. Provider informs the Customer about the reason of the rejection or termination via e-mail.

4. Organizer is not obliged to seek other ways of notification if the customer gave incorrect or false e-mail address. For any errors occurring because of false or incorrect e-mail address, or storage difficulties (e.g. removed e-mail account or full storage) the Customer is liable.

5. Provider confirms successful Registration via e-mail. The e-mail contains the username and the confirmation of the Registration. Customer can use the Service on the Portal by giving his username and password.

6. Customer can check and modify his data anytime on the Portal. Customer is obliged to inform the Provider about any change in his data in maximum 8 workdays.

7. Provider asks and strongly advises the Customer to modify his password regularly, never give to a third party and not to keep in a place where a third party could reach it. If the Customer forgets his password, Provider sends a new password to the Customer's e-mail address. Customer takes overall responsibility for all Purchases or other activities through his user account. Customer accepts to inform the Provider in a case of unauthorised use of his data, or any other case of violation of safety. Provider is not liable for damages occurring because of mishandling of password.

8. Customer is entitled to declare that in the future he does not intend to use the Service, and he can ask the Provider for the removing of Registration by sending an e-mail to the Provider's e-mail address. Provider is obliged to immediately – but at most in 30 days – delete the Customer's account. In this case all the Customer's data is deleted and removed from the System, except for those that must be stored according to the regulations of the privacy policy. Furthermore, the delete does not affect the data concerning previous orders. At the time of the deleting of the data, Provider removes the Customer's account.

9. With a common termination with a 30-day (thirty) deadline, Provider is entitled to terminate the legal relationship. At the same time the Customer must be informed. Provider is entitled to terminate the legal relationship immediately if the Customer provably intends to disturb the normal use of the Portal or any activity on the Portal. The account may also be deleted immediately if an order is not finished in fifteen (15) days because of the Customer.

10. In case of a breach of contract by the Provider, Customer is entitled to terminate the legal relationship if despite of a written notification Provider fails to correct the breach in fifteen (15) days. The validation of the Ticket bought with the Service is not affected by termination according to this point.

V. SHOPPING, PAYMENT, SHIPPING

1. Users may browse without Registration. Through the Purchase process both type and amount can be modified. Customer can finalise his Purchase by clicking 'Order.' Functions like booking or any transaction without a payment are not available in the Service. Customer declares that he read all regulations regarding the Purchase and the attendance of the Programmes, and he buys knowing all these regulations. E-Tickets cannot be received personally.

2. Only credit card payment is available. The price of delivery is added to the Cart separately after the adding of the Products, but before beginning the Payment process through Barion or Simplepay service.

- Online credit card Payments through Barion: Credit card details are not available to the merchant. The service provider Barion Payment Zrt. is an institution under the supervision of the Magyar Nemzeti Bank and its license number is: H-EN-I-1064/2013.
- Online credit card payments through SimplePay: When making online payment, the customer will be transferred to the secure payment page of the SimplePay from the prepayment page of the online store where the card information required for payment is required. The merchant is not aware of the data content of the SimplePay payment page, as it is an independent and protected website.
- The Service Provider shall not be liable for any errors that may occur during the payment with the bankcard.

3. Personal pick-up and delivery: Buyers can pick up his/her order at Hospital in the Rock Museum during the opening hours (address: 1012 Budapest, Lovas út 4 / C), or they can choose home delivery. Delivery Products are delivered by a courier service in 4–7 working days within Hungary. If the ordered Product is out of stock, or the Provider cannot ensure the delivery of the product before deadline, Provider contacts the Customer. By purchasing Customer declares that he read all regulations regarding the Products, Payment and delivery. In case of foreign shipping, please contact our customer service and we will send you information about the international shipping tariff of our delivery partners.

4. Defining the prices of the Products and the Ticket is the exclusive right of the Organizer. Organizer reserves the right of variation of prices with immediate effect. This variation does not affect already sold Tickets and Products. Provider reserves the right to calculate an administration fee for the online service. If such fee is needed it is given separately from the ticket price. Provider reserves the right to modify the prices of Tickets on the request of the Organizer, and to – within his remit – modify the amount of administration fee. Prices are gross prices and contain VAT. The chosen payment method may come with additional expense which is also listed separately.

5. Adding Products and/or Tickets to the Cart does not mean an obligation of purchase. If the Customer decides not to purchase anything he can remove certain or all elements from the Cart. After payment, modifying the content of the Cart is not possible. Besides paying there is no other obligation of the Customer. Provider excludes all possibility of changing, substitution, return of Tickets, or any form of refunds. If a Programme is cancelled because of the Organizer, the Ticket may be used for the same Programme in another time.

VI. CONTRACT AND WITHDRAWAL

1. By purchasing Customer avails of the Service and enters into electronic contract with the Provider. Customer acknowledges that this online contract counts as a distant contract. Since it is not made in a written form, the contract will not be accessible in a registry and neither will it be archived. The contract between the Provider and the Customer is of fixed-term. The language of the contract is Hungarian.

2. With the formation of the contract Customer accepts the present Terms and Conditions, accepts to honestly exercise his/her prescribed rights and to carry out fully his/her prescribed responsibilities, as well as accepting the consequences applicable due to violation of the contract. The Customer consents for the parties mentioned in the Terms and Conditions and in the Data Management Policy to handle his/her data required to use the Service. Customer is held civilly and criminally liable for any damage caused during or related to the Program in relation to the Organiser, to the Provider, to its contractual partners and to third parties present at the Program.

3. The purchase can be cancelled anytime before pressing the Purchase button without further consequences. According to paragraph one in the Government Regulation 45/2014. (II.26.) 29. §. (1) Customer is not entitled to exercise his/her right of withdrawal or cancellation, if the Ticket for the Program is specified for an exact date/duration. In such cases Provider is not able to redeem the Ticket or to refund the price of the purchase. The only exception is the cancellation of the Program.

4. Provider will do all the expected in order to inform the Customer and to redeem the Ticket in case of the cancellation of the Program. The Customer accepts that if the Program is cancelled, the Organiser decides the process, place and time of the redeeming, and Organiser is responsible for its realisation. Organiser will publish the data regarding the redeeming immediately on the Portal once received from the Organiser.

5. If the Program is cancelled redeeming of the Ticket is possible only within the limitation period given by the Provider (of maximum 30 days from the publishing) and by providing the original Ticket and the receipt of the purchase. In case of the cancellation of the Program Customer may not ask for any kind of compensation other than the price of the Ticket from the Organiser. In any other case it is not possible to change or redeem the Ticket. The rightness of refunding the price of any other kind of service apart from the Ticket is decided by whether the service has been carried out by the Provider.

VII. DATA AND PROTECTION

2. The protection of the personal data of every Customer is of top priority for 'A Szikla' Public Benefit Purpose Museum Foundation and for its contractual partners carrying out the Service. The Provider handles the personal data of every Customer with their voluntary consent and according to section a) 5 § (1) of Law CXII of 2011 on privacy policy and public policy, and to the regulations of Law CVIII of 2001 on selected questions about electronic trade services and services regarding information society.

3. Provider handles the data of the Customer confidentially, and will not provide it to a third party, unless it is necessary for the fulfilment of this contract. The Customer acknowledges that his/her personal data will be provided along with the data necessary for the fulfilment of the contract to the to the partner responsible for the online payment, to the billing partner (szamlazz.hu), and when requested by the Customer, to the Ticket/Product delivery partner.

Billing partner: szamlazz.hu, KBOSS.hu Kft., 1031 Budapest, Záhony utca 7/C., scope of data transmitted by data controller:

- Customer Name
- Customer's phone number and email address
- Customer Address
- Payment and delivery method
- Details and prices of purchased products

The Customer acknowledges that in case of choosing Simplepay for payment the following personal data stored in the user account of 'A Szikla' Múzeumi Közhasznú Alapítvány (1014 Budapest, Szentháromság utca 15. fszt. 1.) in the user database of www.sziklakorhaz.eu will be handed over to OTP Mobil Ltd. (1093 Budapest, Közraktár u. -32.) and is trusted as data processor. The data transferred by the data controller are the following:

- Customer Name
- Customer Address
- Cart contents
- Basket value

The Customer acknowledges that in case of choosing Barion for payment the following personal data stored in the user account of 'A Szikla' Múzeumi Közhasznú Alapítvány (1014 Budapest, Szentháromság utca 15. fszt. 1.) in the user database of www.sziklakorhaz.eu will be handed over to Barion Payment Zrt. (H-1117, Budapest, Infopark sétány 1.) and is trusted as data processor. The data transferred by the data controller are the following:

- Customer Name
- Customer Address
- Cart contents
- Basket value

Delivery Partners:

Express One Hungary Kft. 1239 Budapest, Európa utca 12. L1. building, scope of data transmitted by data controller:

- Customer Name
- Customer's phone number and email address
- Customer Address
- Package Value

Magyar Posta Zrt. 1138 Budapest, Dunavirág utca 2-6., scope of data transmitted by data controller:

- Customer Name
- Customer's phone number and email address
- Customer Address
- Package Value

3. The Provider states that during the process of data storing and forwarding, the data is not accessible to any unauthorized third party. The Provider is responsible for not giving away any information about the Customer without their preliminary consent, except when Provider is required to do so by a legal act, by a final and enforceable judicial decision or by additional enforceable magisterial provisions based on legal acts. Provider handles and stores personal data with the highest expected care. Provider is not responsible for any damage due to an inevitable attack happened despite the highest care. In case of an emerging dispute regarding the Service, data handling will be carried out for the duration of the dispute or until the limitation of the claim.

4. In case of purchase, Provider will ask from the Customer only such information that is necessary for completing the purchase. These data can only be provided to third parties needed to be involved in the process to complete the purchase. Such third party includes the Organiser, the partner responsible for the online payment, the partner responsible for the electronic billing, and when requested by the Customer, the partner responsible for the delivery. Only those data will be provided to the third parties involved in the purchase, which are necessary to complete their undertaken services. The Customer can ask for the deletion of his/her data via any contact method indicated on the Portal, if he/she does not want to purchase any more on the Portal.

5. By using the Service, Customer acknowledges that Provider might transmit the data of the Customer and of the purchase to the Organiser of the given Program with the aim that the Organiser of the Program can inform the Customer about the cancellation or the postponing of the Program, or about any important circumstance regarding it in a direct and immediate way. Also, this way the Organiser can deal with the changing or redeeming directly.

6. If the Customer subscribes for the newsletter and/or notification service of the Organiser, then the Organiser will send a newsletter or a notification at a frequency rate of its choice to the Customer. The Customer is able to deny the use of data for this purpose by unsubscribing. In case the Customer subscribed to the newsletter or the notification, the Provider is authorized to send personalised event recommendations based on the address, previous purchases and other given data of the Customer.

VIII. LIABILITY AND GUARANTEE

1. Making a purchase through the Portal implies that the Customer knows and accepts the limits and possibilities of the Internet. The Customer acknowledges that every incidental risk originated from the browsing and purchasing must be assessed on his/her own, as well as making sure of the secure use of their computer and of the safety of the information kept on the PC. By sending an order to the Portal every Customer acknowledges understanding and accepting of the present operating rules.

2. The Provider strives to but is not able to guarantee the flawless and undisturbed operation of the Portal, nor the continuous and error-free access to it. The Customer acknowledges that because of the particularities of the Internet, the continuous hosting of the Portal may get disrupted without despite all the effort of the Provider and without its preliminary knowledge. The Provider has the right to interrupt partially or completely the Service without giving prior notice to the Customer, due to the maintenance of the Portal or other safety issues.

3. Provider is liable only for those damages that were caused intentionally and negligently and for which the Provider can be blamed. The measure of the liability must not exceed the price of the purchase transaction. The Customer acknowledges that Provider is not to be held responsible for any damage caused by the defaulting and illicit actions and omissions of the Customer, the Organiser or the third parties involved in the process of the purchase. The Provider is not liable for any damage or abuse happened during or consequently to the online bankcard payment.

4. In case of consumer objection, the Customer can contact the Organiser of the Program. The warranty and assurance responsibilities of the seller are determined in the Civil Code and in the order of 49/2003. (VII.30.) GKM. To attain the orders and acts on consumer protection, Customer can visit the websites of the National Association for Consumer Protection and/or the National Authority for Consumer Protection.

5. Provider is not to be held responsible for any damage caused by the omissions and the defaulting and illicit actions of the Customer, the Organiser or the third parties involved in the process of the purchase.

6. If in consequence of war, rebellion, terrorist attack, strike, accident, fire, blockade, flooding, natural disaster, severe power supply failure or any other non-foreseeable and unavoidable obstacle, that fall out of the reach of the Customer and the Provider, any of them is unable to fulfil their contractual obligations, then the said party is not responsible for any damage or loss, caused by the mentioned events.

IX. VALIDITY AND FINAL PROVISIONS

1. Provider, Customer and Organiser of the Program, according to the contract made with Provider, are subjects to the provisions of the present Terms and Conditions. The terms of the legal relationship between Organiser and the Customer buying the Ticket for the Program organised by the first, is regulated by an additional contract. An additional contract regulates the legal relationship between Provider and Organiser as well. The present contract is not valid for the Partners responsible for the online bankcard payment and for the billing, nor for the activities of other subcontractors related to them.

2. The present Terms and Conditions is of indefinite duration from the day of entry into force. Provider informs the Customer, and the Customer must acknowledge, that the Provider has the right to alter the contract unilaterally. Provider can alter the present contract on proper grounds only. It is considered to be a proper ground for altering the contract, if the mandatory regulations of the legal acts regulating the legal relationships between the parties change, or there is a modification in the data of the Provider, or the Service is extended to other websites, or new delivery and payment methods are introduced, or the ticket selling method used in the Service is developed or changed, or if there is a change in the economic and cost-effective conditions or circumstances. In case of modifications, the new, unified structured Terms and Conditions will enter into force once being published on the Portal. In case of altering the Terms and Conditions, the modifications will be indicated in a visible way with cursive and underlined letters, and the deletions will be marked with crossed out letters, compared to the last version of the contract.

3. If the modifications of the contract affect the Customer negatively, then the Customer has the right to withdraw in a written form without further explanation, within 14 day from the entry into force of the new,

altered Terms and Conditions, if Customer has not yet completed or signed in to the Program, and did not use the Ticket in any other way or transferred it to someone else.

4. Provider informs the visitors and the Customers about the contents of the prevailing Terms and Conditions and Privacy Policy through the Portal, which contents are constantly accessible, viewable and printable via the website of the Provider. Issues not covered in the present Terms and Conditions are regulated by the relevant provisions of the applicable Civil Code.

Entry into force: 1 June 2019