



# GENERAL TERMS AND CONDITIONS

## 1. Service provider

**Company name:** Kultúrpark Zártkörűen Működő Részvénytársaság (Kultúrpark Private Limited Liability Company)

**Seat:** 1095 Budapest, Fábíán Juli tér 1.

**Company registration number:** 01-10-140483

**Registration authority:** Metropolitan Court of Registration

**Tax number:** 27059571-2-43, hereinafter referred to as: Park



## 2. Concept definitions

- 2.1 Budapest Park:** a venue for outdoor concerts and other events operated by the Park, located in District 9 of Budapest, an area bounded by Soroksári Road – Jenő Kvassay Road – Kálmán Könyves Boulevard, under the lot number 38034/6.
- 2.2 Budapest Park Ice World (Jégvilág) (hereinafter: Ice World):** Area designated for catering and skating in Budapest Park.
- 2.3 Skating rink:** The area designated for ice skating in the Ice World.
- 2.4 Entry ticket:** Entry ticket to the Ice World operated in Budapest Park, for the selected period (off-peak and on-peak).
- 2.5 Additional Ticket:** An entry ticket to supplement the discounted Tickets, which must be purchased by the Ticket Buyer in case he/she is unable to present a valid document entitling the discounter at the time of entry. If the Ticket Buyer wishes to enter with an off-peak ticket during the on-peak period, it is also necessary to purchase an Additional Ticket.  
The price of the additional ticket equals to the difference between the discount price and the full-price ticket of the same category, or the difference between the off-peak period ticket price and the on-peak period ticket price.
- 2.6 Ticket Buyer:** Any natural or legal person who purchases a ticket to Budapest Park Ice World via the Park's on-line interface or at the Park's on-site ticket offices.
- 2.7 System:** The Park's sub-contracted on-line internet system through which the Ticket Buyer can purchase his/her Ticket to the Ice World in Budapest Park.
- 2.8 Handling fee:** During online ticket sales, Budapest Park charges handling fee in addition to the basic ticket price. This is the administration fee for the online ticket purchase to the Ticket Buyer.
- 2.9 Voucher:** the single-use, multi-purpose payment instrument issued by Budapest Park, which can be used for purchasing tickets on the [www.budapestpark.hu](http://www.budapestpark.hu) and [www.budapestpark.hu/koripalya](http://www.budapestpark.hu/koripalya) websites or at the on-site ticket office.
- 2.10 On-peak period:** Friday, Saturday, Sunday and school winter holidays.
- 2.11 Off-peak period:** Monday, Tuesday, Wednesday, Thursday, unless it is a school winter holiday.

## 3. Scope of GTC



- 3.1** These General Terms and Conditions (hereinafter referred to as the "GTC") define the conditions for the purchase of Tickets to the Ice World operated by the Park, the rules for the rental of skates and penguins, and the rights and obligations arising from the legal relationship between the Park and the Ticket Buyers arising from the purchase and use of the Tickets.
- 3.2** The scope of these Terms and Conditions covers the Park, the Ticket Buyer, the holder of the Entrance Ticket - if the person is different from the Ticket Buyer - and persons staying in the Ice World area without authorization.
- 3.3** The present GTC shall enter into force on 23 November 2023 and shall apply for the duration of the Ice World winter season 2023-2024.

## **4. General provisions**

- 4.1** The Park shall operate, through a subcontractor, an on-line Internet System to facilitate the purchase of Tickets to Budapest Park Ice World. The Park System provides the purchase of tickets to the Ice World in Budapest Park.
- 4.2** At the same time as purchasing the Ticket, the Ticket Buyer declares that he/she has familiarized himself with the contents of these General Terms and Conditions, acknowledges the scope of the General Terms and Conditions as binding on himself/herself, and the Ticket Buyer declares that the Data Management Information regarding the managing of his/her personal data (<https://www.budapestpark.hu/koripalya/pages/company-regulation>) became familiar with.
- 4.3** The conditions and rules for participating in the Skating Rink and entering the Budapest Park area are set out in the regulations of the Budapest Park in force at all times (<https://www.budapestpark.hu/koripalya/pages/company-regulation>) and the regulations concerning the Ice World ([https:// www.budapestpark.hu/koripalya/pages/company-regulation](https://www.budapestpark.hu/koripalya/pages/company-regulation)), which the Ticket Buyer accepts as binding upon himself/herself by purchasing the Entry Tickets and accepting these General Terms and Conditions.
- 4.4** The Park informs the Ticket Buyer, and the Ticket Buyer expressly acknowledges that the Park is entitled to unilaterally amend these General Terms and Conditions. In the event of a amendments to the GTC, the Park will notify the Ticket Buyer by publishing the GTC on the website (<https://www.budapestpark.hu/koripalya/pages/company-regulation>). The amendments shall enter into force immediately upon publication on the website.
- 4.5** The holder of the Entry Ticket who did not lawfully obtain the Ticket in his/her possession agrees to be bound by the provisions and obligations contained in these GTC and the House Rules of the Budapest Park by attempting to use the Ticket, however, he/she is not entitled to the rights against the Park set out in these GTC.
- 4.6 The following Tickets are available for entry to the Budapest Park Ice World::**
- full price tickets (off-peak and on-peak period) and discount tickets.

For information on ticket prices, please visit <https://www.budapestpark.hu/koripalya>

Children under the age of 6 can enter free of charge.

**4.6.1** *Discounted tickets available during off-peak and on-peak periods*

- a) Students/people over 65 years old/teacher card holders
- b) District 9 address card holders - This discounted ticket type is only available during the off-peak period
- c) Family (minimum 2 adults 1 child)
- d) Additional ticket for children (only with a valid family ticket, per child, up to 14 years of age)
- e) Upon presentation of a MÁK and ONYF ID card, the Park offers a discounted ticket to the cardholder when purchased at the on-site ticket office. This discount is not available for online purchases. The discounted ticket price is fixed, regardless of the period.
- b) e/ additional ticket

**4.6.2** *Pass construction:*

- pass for 5 occasions (+1 skating gift)
- pass for 10 occasions (+ 2 skating gifts)

The passes can be used both during off-peak and on-peak periods.

**4.6.3** In the case of discounted tickets, a valid photo ID is required to prove eligibility for the discount at the entrance to Budapest Park Ice World! In the absence of this, the Ticket Buyer may be obliged to purchase an Additional Ticket.

**4.6.4** You can also enter during the off-peak period with an on-peak period ticket, but the difference will be lost. If someone wants to use the Entry Ticket for the off-peak period in a on-peak period, in that case it is necessary to purchase an Additional Ticket.

**4.7** Tickets can also be purchased with a Voucher. However, no refund of the difference is possible. More information can be found at this link: [www.budapestpark.hu/pages/utalvany-szabalyzat](http://www.budapestpark.hu/pages/utalvany-szabalyzat)

**4.8** The Park also offers ice skate and penguin rentals, which require a separate ticket. Ticket prices are available on the [www.budapestpark.hu/koripalya/pages/kolcsonzes](http://www.budapestpark.hu/koripalya/pages/kolcsonzes) site as well as on site.

**4.8.1.** *Ice penguin rental conditions:*

By renting an ice penguin (skating aid) provided by Budapest Park Ice World, the person renting the ice penguin agrees to the following terms and conditions:



He/she has read the Rules of the Ice World operated by the Park and the relevant GTC and agrees to be bound by them.

He/she acknowledges that the Park is not liable for any damage or accidents resulting from improper use of the ice penguin or from non-compliance with the Ice World's rules of use and the Rules of the House.

He/she undertakes to use the rented ice penguin for its intended purpose and to return it to Budapest Park Ice World at the designated place by the end of the rental period.

He/she acknowledges that he/she is financially responsible for the ice penguin. If he/she causes any damage to the rented ice penguin - including errors and damages resulting from use exceeding the intended use - he/she will compensate the Park for the entire damage.

In addition, the rental of an ice penguin is subject to the payment of the rental price before the start of the rental.

It is the responsibility of the rental person to return the ice penguin to the rental location after the end of the paid rental period.

If the renter fails to return the ice penguin to the rental location after the rental period, an overage fee will be charged for each half hour started, equal to the price of the half hour rental period.

The rental fee is set at 30 or 60 minutes, payable in advance and non-refundable for shorter rental periods.

The price for renting an ice penguin is available at <https://www.budapestpark.hu/koripalya/>

#### **4.8.2. Skate rental conditions**

By renting the skates provided by Budapest Park Ice World, the user agrees to the following terms and conditions:

He/she has read the Rules of the Ice World operated by the Park and the relevant GTC and agrees to be bound by them.

He/she acknowledges that the Park is not liable for damages and accidents resulting from improper use of the skates or from non-compliance with the rules and regulations of the Ice Rink and the Rules of the House.

He/she undertakes to use the rented skates for their intended purpose and to return them to Budapest Park Ice World at the designated place at the end of the rental period at the latest. He/she acknowledges that he is financially responsible for the skates. If he/she causes any damage to the rented skates, including defects or damage resulting from use beyond the intended purpose, he/she shall compensate the Park for the total damage.

In addition, the rental of skates is subject to the payment of the rental price before the start of the rental.

The rental fee is not subject to a time limit, is fixed until the closing time of the Ice World of that

day, is payable in advance and is non-refundable for shorter rental periods. The skate rental price is available at <https://www.budapestpark.hu/koripalya/>

- 4.9** The Park is not liable for any damage or accidents resulting from the improper use of the rented skates and ice penguins, as well as from the non-observance of the Ice World's rules of use and the Rules of the House. The borrower must use the rented skates and ice penguins for their intended purpose and return them to the Park at the designated place by the end of the rental period.
- 4.10** Tickets can be used during the opening period of the Ice World winter season 2023-2024, i.e. until 04.02.2024 in the selected period (off-peak or on-peak).

## **5. Nature and establishment of legal relationship**

- 5.1** The Park sells to the Ticket Buyer the Entry Ticket entitling him/her to enter the Budapest Park Ice World, which legal relationship is created and fulfilled by paying the price of the Entry Ticket and handing over the Entry Ticket to the Ticket Buyer, or by sending it to the e-mail address specified during the purchase in the case of an online purchase. The Ticket Buyer - if the Entry Ticket remains in his/her possession - or the person who legally holds the Entry Ticket at any time becomes entitled to enter the Budapest Park Ice World area in the appropriate clothing during the off-peak or on-peak period according to the Entry Ticket.
- 5.2** No refund will be given if the Ticket Buyer or the holder of the Ticket, if different from the Ticket Buyer, does not wish to or is unable to use the Ticket for a given period. A person without a valid Ticket or a person who has obtained possession of a Ticket illegally is not entitled to enter the Ice World.
- 5.3** The contract concluded does not constitute a written contract and will not be registered by the Park. The conclusion of the contract is confirmed by the electronically saved purchase data. The language of the contract is Hungarian.

## **6. Online Ticket purchase process, payment**

- 6.1** Tickets can be purchased online via the website <https://www.budapestpark.hu/koripalya>
- 6.2** After selecting the appropriate period and the number of Tickets, placing them in the customer's cart, and after entering the data, the Ticket Buyer can continue his/her purchase by clicking the Payment button. Payment is made via a secure online interface provided by the financial institution. Reservations cannot be made in the System. The Park is not responsible for any errors that may occur during the bank payment.
- 6.3** After a successful bank transaction, the Park will send the Tickets to the e-mail address provided



during the purchase together with the electronic accounting receipt. The Park is not liable for any damages resulting from incorrect e-mail addresses. If the Ticket Buyer does not receive the Entry Ticket within 24 hours of purchase, he/she can report this via e-mail to [jegy@budapestpark.hu](mailto:jegy@budapestpark.hu)

- 6.4** If the Ticket Buyer has not received his/her Ticket due to technical reasons and indicates it, the Park will send it again and free of charge to the e-mail address provided. In this case, it is the sole responsibility of the Ticket Buyer to notify the Park without delay if he/she has not received the Entry Ticket.
- 6.5** Tickets can be printed at home, but printing them is not mandatory, they can also be presented using a digital device. Tickets are provided with a unique QR code. It is the responsibility of the Ticket Buyer to keep the Ticket and to show it when entering the Ice World.
- 6.6** The prices of the Tickets shown in the System are gross prices, they include the amount of VAT.
- 6.7** During online ticket sales, the Park charges a handling fee in addition to the basic ticket price. This is the administration fee for the online ticket purchase to the Ticket Buyer. The handling fee, which is fixed in HUF, is set at a fixed price, independent of the date of purchase and the type of ticket.
- The exact amount of the handling fee is indicated on the ticket purchase page of Budapest Park Ice World.
- It is possible to purchase tickets at the on-site ticket offices during their opening hours, in which case no handling fee will be charged.
- 6.8** Placing the Tickets in the cart does not oblige the Ticket Buyer to purchase, the Ticket Buyer may delete the Tickets they do not wish to purchase from the cart at any time before payment.
- 6.9** It is possible to withdraw at any time before the bank payment, either to modify the contents of the cart or the data, or to cancel the purchase. Data entry errors can be modified in the same way (by going back and correcting the column containing the incorrect data), after which the data modification can be requested by sending a letter to the email address [jegy@budapestpark.hu](mailto:jegy@budapestpark.hu). The Park shall not be liable for damages resulting from incorrect or false data or technical problems arising during the process, and all responsibility for the accuracy and correctness of the data shall be borne by the Ticket Buyer.
- 6.10** The ticket buyer acknowledges that, due to the peculiarities of the Internet, the continuous operation of the System may be interrupted for reasons beyond the control of the Park. The Park does not guarantee the error-free and trouble-free operation of the related website, or the continuous error-free access to the System.
- 6.11** For security or maintenance reasons, the Park is entitled to suspend the operation of the System without prior information or notification.
- 6.12** The Park is only liable for damages resulting from intent or gross negligence that can be

attributed to it in connection with the purchase of the Entry Ticket, the liability of which cannot exceed the value of the purchase transaction.

- 6.13** The Ticket Buyer acknowledges that the Park is not responsible for any damage or misuse that occurs during or as a result of online payment.
- 6.14** The Ticket Purchaser acknowledges and expressly undertakes that he/she is entitled to use, promote and advertise the Ticket after the purchase of the Ticket in accordance with the provisions of the applicable legislation, in particular, but not exclusively, Act LXXVI of 1999 on Copyright (hereinafter: **Copyright Act**) and Act XI of 1997 on the Protection of Trademarks and Geographical Indications (hereinafter: **Trademark Act**), subject to the restrictions set out in this Chapter.
- 6.15** The Ticket Buyer acknowledges that after the purchase of the Ticket, he/she is entitled to promote and advertise the Ticket, as well as to publish the Ticket in any form of publicity only after the Park, as the copyright holder, has given its consent in a prior, unilateral, written legal declaration or after the conclusion of a contract of use pursuant to Section 42 of the Copyright Act. The Ticket Buyer further acknowledges that if he/she uses the trademark of either the Park or a third party (e.g. the band performing at the concert) in the promotion or advertising of the ticket, he/she is entitled to do so only after having obtained the prior, unilateral, written consent of the trademark holder or after having concluded a contract of use pursuant to Article 23 of the Trademark Act.
- 6.16** The Ticket Buyer acknowledges that in the event of infringement of copyright or trademark rights, Section 94 of the Copyright Act, Section 27 of the Trademark Act and the provisions of the Civil Code shall apply.

## 7. Ticket Buyer data

- 7.1** The Entry Tickets are not named, but the details provided by the Ticket Buyer online will be linked to the details of the Ticket purchased in the Park System.
- 7.2** Park reserves the right to refuse the Ticket Buyer's order in justified cases, especially in case of providing untrue or incomplete data, or any misuse of the System or Tickets.
- 7.3** The ticket buyer declares that the information entered in the System corresponds to reality. The Park excludes its liability for damages resulting from wrongly, incorrectly or falsely provided data by the Ticket Buyer, as well as from wrongly, incorrectly or falsely entered e-mail addresses, but at the same time, it may demand compensation for its related damages from the Ticket Buyer. The Park is responsible for performance and issuing the invoice in accordance with the data provided by the Ticket Buyer. In case of doubt, the Park is entitled to verify the authenticity of the Ticket Buyer.
- 7.4** The Park shall process the Ticket Purchaser's data in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of



natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), as set out in the Data Processing Notice (<https://www.budapestpark.hu/koripalya/pages/company-regulation>).

- 7.5** If the Ticket Buyer subscribes to the Park's newsletter, the Park sends him/her a newsletter at a frequency according to its own decision, the Ticket Buyer can unsubscribe from this newsletter at any time. Data management for marketing purposes is carried out by the Park also on the basis of the Privacy Policy.
- 7.6** The Park takes the utmost care in the managing and storage of personal data. The Park does not assume responsibility for damages that occur beyond this.

## **8. Withdrawal from the contract**

- 8.1** The purchase may be cancelled at any time before successful payment, but after that the Ticket Buyer has no right of withdrawal pursuant to Article 29 (1) (I) of Government Decree No. 45/2014 (26/02), and the Park is not entitled to return or exchange the Ticket or refund the value of the purchase.
- 8.2** The Ticket Buyer acknowledges that the Park shall not be liable for any damage or misuse arising during or as a result of payment by credit card.

## **9. Rules for entry tickets, rules for entering the Ice World and using the ice rink**

- 9.1** The Entry Ticket entitles you to enter the Budapest Park Ice World and use the skating rink.
- 9.2** If nothing else is indicated on the Ticket, the Ticket entitles its holder to a single entry. An Entry Ticket can only be used once. Access to Budapest Park Ice World is granted to the first person to present the Ticket with the QR code during the entry process. The Entry Ticket can only be used if the QR code and the code next to it are clearly legible.
- 9.3** The Park is not obliged to print Tickets or replace lost, damaged or destroyed Tickets.
- 9.4** The Park expressly reserves the right, in the event that during admission to the Budapest Park Ice World it is suspected that the Ticket has been unlawfully obtained by its holder or that it is intended to be used more than once, require the Ticket holder to provide documents and/or certificates supporting the lawfulness of the acquisition or purchase of the Ticket, to judge the adequacy of such documents or certificates at its sole discretion, and in the absence of such



documents or certificates, to cancel the Ticket without refund, and to refuse entry to Budapest Park Ice World.

- 9.5** Everyone can visit Budapest Park Ice World, including the skating rink, at their own risk.
- 9.6** Under high degree of alcohol influence, intoxication, drugs or other mind-altering substances, the Ice World cannot be visited, even with the presentation of a valid Entrance Ticket.
- 9.7** Visitors violating the conditions of participation, the rules of Budapest Park Ice World, the rules of the Budapest Park, the instructions of the security service and other law enforcement agencies may be removed from the entire area of Budapest Park in order to ensure the safe operation of the Ice World and the uninterrupted entertainment of visitors in the Ice World. No compensation may be claimed from the Park in the event of removal for this reason.
- 9.8** Additional rules for entering the Ice World and staying on the ice rink are contained in the rules of the Budapest Park Skating Rink. <https://www.budapestpark.hu/koripalya/pages/company-regulation>
- 9.9** If, for reasons attributable to the Park, the Ice World is not operating, or the ice of the skating rink has melted due to the weather, in that case the Ticket Buyer may use the unused Entry Ticket in another period until 04.02.2024, the last day of opening of the Ice World, according to the period indicated on the purchased Entry Ticket (off-peak or on-peak period), and by purchasing an Additional Ticket, the Ticket Buyer has the option of supplementing his/her Off-peak Period Entry Ticket to an On-peak Period Entry Ticket at the on-site ticket office. The Ticket Buyer will be informed about the condition of the skating rink at the entrance gates or at the ticket office. Online information is available on the meteorological camera at <https://www.budapestpark.hu/koripalya>
- 9.10** ReCup system operates in the entire area of Budapest Park, you can choose from several solutions: physical token, digital token, loan cup function. More information on this can be found here: <https://www.budapestpark.hu/pages/repohar>

Our ReCup service partner is Cup Revolution Kft.

The one-time fee for the ReCup is HUF 500 per cup, which can later be exchanged for a token (physical or digital). We cannot exchange a damaged ReCup that is not suitable for further use. It is not possible to redeem the ReCup for money.

- 9.11** The whole area of Budapest Park is cash-free, except for the ticket office. Only card payment is possible. On site, it is possible to request a Festipay card in the Park Shop and the ticket office, which can be topped up with cash. The deposit fee for the card is HUF 500. The money remaining on the top-up card and the card fee can be redeemed at any time, but no later than the last day of the current winter season, at the Park Shop or at the ticket office during opening hours. Only the deposit fees of those Festipay cards which were bought in the Budapest Park can be redeemed at the above locations.

## 10. Complaint handling

- 10.1** If the Ticket Buyer has any complaints about the contract or its performance, he/she can make a verbal or written complaint to the Park, and if he/she is considered to be a consumer, he can also submit his/her complaint online via the ODR link, he/she can appeal to a conciliation body in the framework of alternative dispute resolution, and he/she can also appeal to the competent district office with his/her complaint.
- 10.2** The Ticket Buyer may submit a complaint to the Park by e-mail at [park@budapestpark.hu](mailto:park@budapestpark.hu), orally in person or by telephone at +36 1 434 7800, or by post to the Park's address (1095 Budapest, Fábrián Juli tér 1.).
- 10.3** The Park will investigate the verbal complaint immediately and remedy it as necessary. If the Ticket Buyer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Park shall immediately take a record of the complaint and its position on the complaint and shall deliver a copy of the record to the Ticket Buyer in person, or, in the case of a complaint made by telephone, shall send it electronically within 30 days of the complaint at the latest at the same time as the response.
- 10.4** The Park will respond in writing to the written complaint as soon as possible, but no later than 30 days after receipt, gives reasons for its position rejecting the complaint.
- 10.5** If the Ticket Buyer has a problem, he/she can also use the online dispute resolution provided by the European Commission, details of which can be found at <https://ec.europa.eu/consumers/odr/main/?event=main.home.howitworks>. Online dispute resolution can be initiated at <https://ec.europa.eu/consumers/odr/main/?event=main.home.selfTest>
- 10.6** The Ticket Buyer may also initiate proceedings before the conciliation body, and the Park shall also cooperate in the conciliation procedure. The Ticket Buyer who is considered to be a consumer can initiate his/her request before the Conciliation Board competent according to his/her place of residence or domicile, or before the Conciliation Board competent according to the seat of the Park. The contact details of the Conciliation Body competent for the consumer's place of residence or domicile can be found at <https://bekeltetes.hu/index.php?id=testuletek>. The Competent Conciliation Body according to the Park's seat is the Budapest Conciliation Board (1016 Budapest, Krisztina krt. 99.; phone: 06-1-488-2131; e-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu); website: <https://bekeltet.bkik.hu/>).
- 10.7** More information on conciliation procedures and how to apply is available at <https://bekeltetes.hu>
- 10.8** The Ticket Buyer may also address a consumer complaint to the local district office. In consumer protection matters, the district office acts in the first instance. The jurisdiction of the district offices is available at <https://jarasinfo.gov.hu/>



## **11. Final Provisions**

- 11.1** The Park files a complaint against ticket forgers and those who participate in forgery, as well as those who commit other crimes.
- 11.2** The Park shall be entitled to use subcontractors and other intermediaries within the scope of these GTC.
- 11.3** In matters not covered by these GTC, the provisions of Act V of 2013 on the Civil Code shall apply.