



# 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 Event(s):** Concerts and other events organized in Budapest Park by the Park or other event organizers

**2.3 Entry ticket:** Entry ticket for Events in Budapest Park.

**2.4 Ticket Buyer:** A natural or legal person who buys a ticket to Budapest Park at the on-site ticket office operated by the Park and through an online interface or at the Park's ticket sales partners.

**2.5 System:** The on-line internet system operated by Park Subcontractor through which the Ticket Buyer can purchase the Ticket for the Event in Budapest Park.

## 3. Scope of the GTC

**3.1** These General Terms and Conditions (hereinafter: GTC) define the conditions for the purchase of Tickets for Events organized by the Park or other event organizers in Budapest Park or at other locations in the System operated by the Park with the involvement of a subcontractor, as well as the rights and obligations arising from the legal relationship between the Park and the Ticket Buyers arising from the purchase of the Ticket and its use.

**3.2** The scope of the present GTC covers the Park, other event organizers organizing the Event in Budapest Park, the Ticket Buyer, the holder of the Admission Ticket - if the person is different from the Ticket Buyer - and unauthorized persons participating in the Event.

**3.3** These GTC enter into force on June 8, 2023 and are valid for an indefinite period.

## 4. General provisions

- 4.1** With the involvement of a subcontractor the Park operates an online Internet System to facilitate the purchase of Tickets for Events organized in Budapest Park. The Park System ensures the purchase of Tickets for Events held in Budapest Park.
- 4.2** By purchasing the Ticket, the Ticket Buyer declares that he/she has familiarized himself with the contents of these GTC, acknowledges that the scope of the GTC is binding on himself/herself, and the Ticket Buyer declares that he/she has read the Information on Data Processing concerning the management of his/her personal data (<https://www.budapestpark.hu/pages/adatkezelesi-tajekoztato>).
- 4.3** The conditions and rules for participating the Events are contained in the Budapest Park Policy ([http://budapestpark.hu/files/BPP Biztonsagi Hazirend.pdf](http://budapestpark.hu/files/BPP_Biztonsagi_Hazirend.pdf)), which is binding upon the Ticket Buyer by purchasing the Admission Tickets and accepting these GTC.
- 4.4** The Park informs the Ticket Buyer, and the Ticket Buyer expressly acknowledges that the Park is entitled to unilaterally amend these GTC. In the event of changes to the GTC, the Park will notify the Ticket Buyer by publishing the GTC on the website ([www.budapestpark.hu](http://www.budapestpark.hu)). The amendments will take effect immediately upon publication on the website.
- 4.5** The holder of the Ticket who did not legally obtain the Ticket in his/her possession, by attempting to use the Ticket, acknowledges the provisions and obligations contained in these GTC and the policy of the Budapest Park as binding on himself/herself, however, he/she is not entitled to the rights against the Park set out in these GTC.
- 4.6** During ticket sales, from the beginning of ticket sales to the beginning of the event, the Park creates so-called price phases in sales with different pricing.  
Further information on the availability of each type of ticket can be found on the <https://www.budapestpark.hu/#tickets> website after selecting the respective Event.
- 4.7** In addition to presenting a MÁK and ONYF ID card (travel discount), the Park provides a discount to the owner of the ID card when purchasing arena and afterparty tickets at the on-site ticket office. This discount cannot be used for terrace tickets and all online purchases. The discounted ticket price is 50% of the last ticket price band for the given event.
- 4.8** Tickets can be purchased - both online and at the cash desk - with a SZÉP card too.  
If the Ticket Buyer requests a VAT invoice for paying with the SZÉP card, the Park can only issue the invoice in the name of the cardholder.
- 4.9** Tickets cannot be used for a raffle or lottery without written consent from the Park.

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

**5.1** The Park sells to the Ticket Buyer the Admission Ticket that entitles him to participate in the given Event, which legal relationship is established and fulfilled by paying the price of the Admission Ticket and handing over the Admission 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 Admission Ticket remains in his/her possession - or the person who legally holds the Admission Ticket at any time becomes entitled to participate in the Event according to the Admission Ticket.

**5.2** It shall not entitle the person to a refund if the Ticket Buyer or the holder of the Ticket – if his/her person is different from the Ticket Buyer – does not wish or is unable to participate in the Event, or stops participating in the Event earlier than the end of the Event. A person who does not have a valid Admission Ticket, or a person who obtained the Admission Ticket illegally, is not entitled to participate in the Event.

**5.3** The concluded contract is not considered a written contract, and the Park does not file it. The conclusion of the contract is confirmed by the electronically saved purchase data. The language of the contract is Hungarian or English, depending on the language choice of the Ticket Buyer. In the event of a discrepancy, Hungarian is the governing one.

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

**6.1** To purchase tickets online is possible through the <https://www.budapestpark.hu/#tickets> website

**6.2** After selecting the Event and the number of Tickets, placing them in the customer's basket, and after entering the data, the Ticket Buyer can continue his/her purchase by clicking on the Payment button. Payment is made via a secure online interface provided by the financial institution. It is not possible to make a reservation in the System. Park shall not be liable 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 invoice. Park shall not be liable for damages resulting from incorrectly provided e-mail addresses. If the Ticket Buyer does not receive the Admission Ticket within 24 hours of purchase, he/she can report this by e-mail to [jegy@budapestpark.hu](mailto:jegy@budapestpark.hu)

**6.4** If the Ticket Buyer has not received his/her Ticket for technical reasons, the Park will send it again and free of charge to the e-mail address provided if the Ticket Buyer indicates this. In this context, it is the sole responsibility of the Ticket Buyer to indicate without delay if the Ticket has not been received.

- 6.5** Tickets can be printed at home. Tickets are provided with a unique QR code. It is the responsibility of the Ticket Buyer to keep the Admission Ticket and present it upon entry to the Event.
- 6.6** The price of Tickets varies per Event. The prices of the Tickets shown in the System are gross prices, they include the amount of VAT.
- 6.7** Budapest Park charges a handling fee in addition to the basic ticket price for online ticket sales. This is the administration fee for the online ticket purchase to the Ticket Buyer.  
The handling fee, set in HUF, is 4% of the price of the ticket you wish to purchase and will be charged at the time of purchase. If the handling fee is a fraction compared to the ticket price, the exact amount of the handling fee to be paid is automatically calculated according to the rules of mathematical rounding.  
Exceptions to the above rule may be events that take place in Budapest Park, but not organized by Budapest Park (so-called rental events). In such cases, at the request of the event organiser, the amount of the handling fee charged at the time of ticket purchase may differ from the 4% per ticket price, but we will inform you of this in advance during the ticket purchase process.  
It is possible to purchase tickets at on-site ticket offices (<https://www.budapestpark.hu/pages/gyik#jegypenztar>) and at certain Ticketportal ticket offices (<https://www.ticketportal.hu/SellingPlaces/#-1>), in which case this handling fee will not be charged.  
We also accept SZÉP cards when purchasing tickets for certain events. On the event subpage of the given event, we indicate if we do not accept SZÉP cards for payment, and where there is an opportunity to pay by SZÉP card, the customer will find the SZÉP card option among the payment options. We do not charge a handling fee for purchases made with a SZÉP card.
- 6.8** Placing the Tickets in the basket does not oblige the Ticket Buyer to make a purchase, the Ticket Buyer may delete the Ticket - what he/she doesn't wish to purchase - from the basket 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 basket 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). Park shall not be liable for damages resulting from incorrect or false data or for technical problems arising during the process, all responsibility for the truthfulness and correctness of the data lies with 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** Park shall only be liable for damages resulting from intent or gross negligence attributable to him in connection with the purchase of the Ticket, the liability of which shall not exceed the value of the purchase transaction.
- 6.13** The Ticket Buyer acknowledges that the Park is not responsible for any damage or abuse that occurs during or as a result of online payment.

## **7. Ticket buyer's details**

- 7.1** Admission tickets are not registered, but the information provided by the Ticket Buyer online will be linked to the information of the purchased Admission Ticket in the Park System.
- 7.2** Park reserves the right to refuse the Ticket Purchaser'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 responsibility 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** Park processes 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) on the basis of the provisions of the Privacy Policy(<https://www.budapestpark.hu/pages/adatkezelesi-tajekoztato>).
- 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 also carried out by the Park based on the provisions of the Data Processing Information (<https://www.budapestpark.hu/pages/adatkezelesi-tajekoztato>).
- 7.6** By purchasing the Admission Ticket, the Ticket Buyer consents to the Park transferring its data to its affiliates.
- 7.7** Park takes the utmost care in connection with the processing and storage of personal data. In addition, the Park is not liable for any damages incurred.

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

- 8.1** The purchase can be interrupted at any time before the successful payment, however, after that, the Ticket Purchaser is not entitled to a right of withdrawal pursuant to the 45/2014. (Feb., 26) Government order Section 29 (1) according to point I), the Park is unable to redeem the Admission Ticket, exchange the Admission Ticket, or refund the purchase price.
- 8.2** The Ticket Buyer acknowledges that the Park is not responsible for any damage or misuse that occurs during or as a result of payment by bank card.

## **9. Rules for admission tickets, rules for participation in events**

- 9.1** If nothing else is indicated on the Ticket, the Ticket entitles its holder to a single entry. One Admission Ticket can only be used once. That person is entitled to enter the Event who shows the Ticket with the given QR code for the first time during the entering. The Ticket can be used if the QR code and the code next to it are clearly legible.
- 9.2** The Park is not obliged to provide for the printing of Tickets, the replacement of lost, damaged or destroyed Tickets.
- 9.3** The Park expressly reserves the right that if during the admission to the Event there is a suspicion that the Entry Ticket did not legally reach its holder, or that they would like to use it more than once, it will ask the Entry Ticket holder for the documents supporting the legality of the acquisition or purchase of the Entry Ticket and /or ask for a certificate, assess their adequacy at its own discretion, and in the absence of the appropriate document or certificate, cancel the Ticket without refunding the purchase price and refuse entry to the Event.
- 9.4** Everyone can visit the Event at their own risk.
- 9.5** Under the influence of a high degree of alcohol influence, intoxication, drugs or other psychoactive drugs, the Event cannot be visited even with a valid Ticket.
- 9.6** A Visitors who violate the conditions of participation, the rules of the Event or Budapest Park, the instructions of the security service and other law enforcement agencies may be removed by the Park in order to ensure the safe conduct of the Event and the undisturbed entertainment of the visitors staying at the Event. In case of removal for such reasons, no compensation can be demanded from the Park.
- 9.7** In case that the Event is not held, the rules for the redemption of Tickets and the holding of the Event at a later date are contained in the Park's policy.

**9.8** Additional rules for entering and staying at the Event are included in the Budapest Park's policy.

**9.9** A ReCup system operates at the venue of the Event. More information about this can be found here: <https://www.budapestpark.hu/pages/repohar>

The ReCup fee is HUF 500, which can be redeemed for a token later. The ReCup cannot be redeemed for money.

## **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 a consumer, he/she can submit his/her complaint online via the ODR link, he/she can apply to a conciliation body in the framework of alternative dispute resolution, and in the competent district he/she can also contact the office his/her complaint.

**10.2** The Ticket Buyer can communicate his complaint to the Park via the e-mail address: [park@budapestpark.hu](mailto:park@budapestpark.hu), orally in person and via the phone number +36 1 434 7800, as well as by post to the Park's address (1095 Budapest, Soroksári út 60.).

**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 the immediate investigation of the complaint is not possible, the Park will immediately record the complaint and its position in relation to it and hand over a copy of it to the Ticket Buyer in person, in the case of a telephone complaint at the latest at the same time as the response, it will be sent electronically within 30 days from the date of the complaint.

**10.4** The Park will respond in writing to the written complaint as soon as possible, but no later than 30 days after receipt. It gives reasons for its position rejecting the complaint.

**10.5** If the Ticket Buyer has a problem, he can also use the online dispute resolution provided by the European Commission, a detailed description 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 can also initiate the process of the conciliation board, the Park also cooperates in the process of the conciliation board. The Ticket Buyer who is considered a consumer can initiate his/her request before the Conciliation Board competent according to his/her place of residence or habitation, or before the Conciliation Board competent according to the seat of the Park. Contact details of the Conciliation Board responsible for the consumer's place of residence or habitation <https://bekeltetes.hu/index.php?id=testuletek>. The



Conciliation Board responsible for the location of the Park is the Budapest Conciliation Board operated by the Budapest Chamber of Commerce and Industry (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** Additional information on conciliation are available at

[https://bekeltetes.hu/index.php?id=tajekoztatas\\_az\\_eljaras\\_meneterol](https://bekeltetes.hu/index.php?id=tajekoztatas_az_eljaras_meneterol)

More information on submitting applications is available on the following website:

[https://bekeltetes.hu/index.php?id=panasz\\_bejelentes](https://bekeltetes.hu/index.php?id=panasz_bejelentes)

**10.8** The Ticket Buyer may also contact the regionally competent district office regarding the consumer complaint. In consumer protection official cases, 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 the forgery, as well as those who commit other crimes.

**11.2** The Park is entitled to use subcontractors and other contributors within the scope of these GTC.

**11.3** The provisions of Act V of 2013 on the Civil Code govern matters not regulated in these GTC.