

AKVÁRIUM KLUB, Budapest General Terms and Conditions

I. General Provisions

1. The present General Terms and Conditions (hereinafter as: GTC) shall determine the terms and conditions of the admission ticket services between the present designated entity, Akvárium Klub Private Limited Company (registered offices: 1051 Budapest, Erzsébet tér 12. Tax number: 24790561-2-43, Company registration number: 01-09-182559 (hereinafter as: Service Provider) as well as the natural person (hereinafter as: Customer, hereinafter collectively as: Contracting Parties) utilizing said entity's online systems, as well as the rights and obligations arising between Service Provider and Customer.

2. Service Provider operates an online system (hereinafter as: System) for facilitating the purchase of tickets (hereinafter as: Admission tickets) for various theater, musical, sports and miscellaneous events (hereinafter as: Event). Service Provider shall ensure the sale of Admission tickets for Events Listed in the System (hereinafter as: Service) for the Customer.

3. For services beyond the purchase of Admission tickets, thus in relation to the actual hosting of the Event, Customer shall establish a contractual relationship with the organizer of the Event (hereinafter as: Promoter). Service Provider shall not be involved in the organizing and hosting of the Event and its activity and liability extends solely to the sale of Admission tickets. Thus the services provided by the Service Provider and the Promoter - and the liability assumed for said services - are differentiated.

Promoter assumes liability for hosting the Event according to its previously announced nature. Service Provider assumes no liability for the performance of artists, athletes or other performers appearing at the Event attended with an Admission ticket, or the quality, hosting, realization or cancellation of the performance. Accordingly, Admission tickets constitute a contract between Promoter and Customer, in which the Promoter undertakes to host the Event and the Customer undertakes to pay the remuneration for said Admission ticket.

4. The Promoter's name and other identifying information will be included on the front of the Admission ticket.

5. Prior to clicking on the "Payment" button, Customer must indicate that they have familiarized the contents of and accepted the conditions of the Service, including the provisions of the present GTC and the Data Handling Statement. Thus upon concluding the contract, Customer states that they have familiarized and are bound by the contents of the present GTC and has consented to the handling of their data required for employing the Service within the defined scope of the GTC and the Data Handling Statement.

6. The concluded contract does not constitute a written agreement and shall not be accessible in a filed form. The conclusion of the contract shall be established by stored electronic purchase information.

7. The contract between the Parties shall be concluded in an optionally chosen language; in the event of a dispute, said contract shall be concluded in Hungarian language.

8. Service Provider shall inform Customer and Customer shall expressly acknowledge that Service Provider is entitled to unilaterally amend the GTC. In the case of the amendment of the GTC, Service Provider shall notify Customer of the changes through the www.akvariumklub.hu website, no later than eight (8) days in advance of said amendments coming into force.

II. Customer's data

1. Service Provider reserves the right to reject Customer's order in justified cases, including particularly, when providing untruthful or lacking data, and in the case of any abuses of the System or the Admission tickets.

2. Customer hereby states that the data they provided in the System are accurate. Service Provider excludes the liability for damages arising from providing erroneous, incorrect or false data or e-mail addresses, yet may demand the reimbursement of such damages from the Customer. Service Provider is responsible for fulfilling the services and drawing up the invoice according to the data provided by the Customer. The Customer has the right to verify and amend their data at any time. Service Provider is entitled to delete clearly false or erroneous information and to verify the Authenticity of the Customer when in doubt.

3. Insofar as Customer chooses to subscribe to Service Provider's newsletter, Service Provider may dispatch newsletters at a frequency determined at their own discretion, yet no more often than once every two weeks. Customer may forbid said use of data – by unsubscribing – at any time.

III. Online ticket purchase procedure

The detailed rules of the procedure of ticket purchases are outlined in the Service Provider Customer Information – Helpdesk document.

IV. Purchase price, terms of payment and delivery

1. The detailed rules on the reimbursement of the purchase price, payment methods and the receipt of tickets are outlined in the Service Provider Customer Information – Helpdesk document.
2. Service Provider assumes no liability for any errors possibly arising during the processing of bank payments.
3. Service Provider shall dispatch an automatic purchase confirmation e-mail to the address provided by the Customer. Customer assumes all liability for damages arising through providing a faulty e-mail address.
4. The determination of entry ticket fees fall within the competence of the Promoter in question. If Customer is required to pay a handling price for utilizing the System, it shall be designated as such in the System during the purchase process. The designated prices are gross amounts and include VAT. The selected delivery and payment methods may entail additional costs, which will be precisely designated by the System. Service Provider reserves the right to change the purchase price of Admission tickets or additional costs based on the instructions of the Promoter. The right to change prices does not extend to previously initiated purchases.
5. Customer is not required to make a purchase after placing the tickets in the cart. Insofar as Customer chooses not to purchase the selected Admission tickets, they may remove them from the cart or may delete the entire contents of the cart at any time.
6. Reservations without payments are not possible within the framework of the Service.
7. The electronic receipts of the purchase shall be stored by the Service Provider at their premises or at a server park suitable for housing servers. Service Provider shall send a so-called e-invoice (electronic invoice) to the Customer for the purchase. An electronic invoice is an invoice which contains invoicing data in the form of electronic signals. An electronic invoice can only be drawn up, forwarded and stored electronically and its paper-based variant does not serve as an authentic document. Service Provider automatically issues the e-invoice based on the data provided by the Customers by employing the services of an e-invoicing service provider (szamlazz.hu, operator: KBOSS Kft.). Upon commencing the purchase procedure, Customer explicitly states that they recognize and consent the use of e-invoices.

V. Special rules for self-printed tickets (E-ticket) and mobile tickets

1. Self-printable tickets may be downloaded in PDF format by the Customer subsequent to a successfully completed purchase through their own customer page and printed by themselves. E-ticket admission tickets are not issued to the Customer in person at the ticket office or via mail. Printed E-tickets can be used insofar as the QR code and the code next to it are clearly legible.
2. All liability for consequences and damages arising through the loss, theft, incorrect printing, copying or multiple printing of self-printed tickets fall solely on the Customer. Customer is obliged to bring the E-Admission ticket to the Event either in printed form or saved to their smart phone.
Customer hereby expressly acknowledges and agrees to Promoter electronically verifying the QR code on the E-ticket at the site of the Event and immediately invalidating said ticket. Entrance is permitted based on the initial validation of the ticket. Thus the first ticket accepted by the admission system of the Promoter with the defined data shall be the first considered to be valid. The first ticket shall automatically invalidate all ensuing tickets with the same data. All additional entrance attempts shall be invalidated and thus fail and the individual presenting said ticket shall be barred from entrance regardless of whether the identity of the person presenting the ticket is the same as the person purchasing the E-ticket. Service Provider shall recognize no claims of compensation for exclusion arising from such reasons.
3. Insofar as Customer receives the Admission ticket (so-called mobile ticket) on their mobile phone and loses said phone for any reason (e.g. due to deletion or loss of phone), Customer is to contact their mobile service operator. Mobile tickets cannot be copied or forwarded in any form.

VI. Withdrawal from the contract

Purchases may be aborted at any time without undue consequences prior to clicking on the "Payment" button. Subsequent to this, pursuant to Section 1 (4) b) of Government decree 17/1999. (II. 5.), Customer shall not be entitled to withdrawing from the utilization of the service. Service Provider is unable to redeem Admission tickets or reimburse the purchase amount.

VII. Limitations of Service Provider's Services

1. Customer expressly acknowledges that due to the nature of the internet, the continuous operation of the System may be interrupted without Service Provider's prior knowledge or consent. Accordingly, Service Provider cannot guarantee that the Service and the related website will be free of errors and shall operate smoothly or that access to the Service will be continuous and free of errors.
2. For the sake of the maintenance of the Service or the related website, or due to other security considerations, Service Provider is entitled to partially or wholly suspend the Service without any prior warning or notification.
3. Service Provider assumes no liability for the information or content found on the Service website related to the various Events, particularly all forms of information received from the Promoter.
4. Service Provider is only liable for damages caused through his or her intentional or grossly negligent mistakes. The degree of liability cannot exceed the value of the purchase transaction.

5. Customer expressly acknowledges that Service Provider is not liable for any damages or abuses arising during or through bank card payments.
6. Service Provider excludes liability for all damages arising from the illegal activities or shortcomings of the Customer, the Promoter or any third parties.

VIII. Rules on Events

1. Promoter assumes the liability for hosting the Event according to its previously announced nature. The Promoter's name and other identifying information will be included on the front of the Admission ticket. Accordingly, Customer is aware that Service Provider assumes no liability for the realization and hosting of the Event or the quality of the performance of the artists, athletes, etc. appearing at the Event attended with an Admission ticket. In relation to attending the Event, a legal relationship and service obligation shall be established between the individual presenting the Admission ticket and the Promoter. Said legal relationship shall be regulated by the rules found on the website of the Event and the Promoter. Therefore, Service Provider cannot be involved in any possible legal disputes between the Customer (the holder of the ticket) and the Promoter, over the insufficient quality of the Event or the cancellation of said event.
2. The Admission ticket may be freely transferable. Customer hereby states that they shall only transfer the Admission ticket to other individuals if the new ticket holder recognizes Service Provider's GTC and Data Handling Information.
3. Insofar as no additional information is displayed on the Admission ticket, the Admission ticket provides the person presenting the ticket, a single individual, with one-time admission to the Event designated on the Admission ticket. Lost, damaged or destroyed Admission tickets cannot be replaced.
4. The starting time designated on the Admission ticket serves the purpose of information and the actual starting time may differ.
5. Depending on the type of Admission ticket, it may utilize digital and analog security measures, which protect the Admission ticket against forgery. Insofar as the Service Provider, Promoter or the security staff at the Event should notice that the security markings of the Admission ticket are impaired, missing or show signs of intentional damage, or are deemed to be reproduced or copied, the holder of the Admission ticket may be barred from entering the Event or may be asked to leave the premises of the Event. Customer may not formulate any claims for reimbursement towards the Service Provider for being banned for such reasons.
6. Certain Admission tickets may designate a particular range of users (children's ticket, pensioner's ticket, professional ticket, etc.) The entitlement of said authorization and whether the holder of the Admission ticket is entitled to use the special Admission ticket may be verified by the Promoter with the involvement of the security staff. Entrance may be barred until the holder of the Admission ticket verifies their entitlement. The ticket's Customer and the ticket holder may not formulate any claims for reimbursement for being banned for such reasons.
7. Certain Admission tickets may only provide access to designated areas within the premises of the Event.
8. Events are attended by everyone at their own responsibility. Although Promoter shall take all necessary measures to host the Event in a secure manner, Promoter assumes no liability for visitors displaying irresponsible behavior. Events cannot be entered under the influence of alcohol, drugs or other substances, even in possession of a valid Admission ticket.
9. Promoter may remove Visitors violating the terms of participation, the policy of the Event or the venue of said Event and the orders of the security staff or other law enforcement agencies in order to provide for the safe hosting of the Event and the undisturbed entertainment of Visitors attending the Events. Customers may not formulate any claims for reimbursement towards the Service Provider or Promoter for being banned for such reasons.
10. Promoter reserves the right to change the person of the performer, cast and make minor or justified amendments to the Event.
11. Service Provider shall take all necessary measures to inform the Customer in the case of the possible cancellation of the Event and to facilitate the refunding of tickets. Accordingly, Service Provider shall inform Customers in writing via the e-mail addresses provided during the online ticket purchase procedure in the case of the cancellation of the Event.

However, Customer expressly acknowledges that in the case of the cancellation of the Event, the process, location and time of the refunding of tickets shall be determined by the Promoter, who is responsible for realizing said measures. Service Provider shall promptly publish information on refunds on the akvariumklub.hu website as soon as such information is officially received from the Promoter. The refunding of tickets shall take place within the deadline provided by the Promoter, yet no later than within the expiry date of thirty (30) days from the announcement of said refunds, upon presenting the original Admission ticket and a receipt of purchase. Above and beyond the price of the Admission ticket - which the refunding authority is required to refund at its original amount - neither the Promoter, nor the refunding authority is obliged to reimburse any real or imaginary damages or costs. Apart from the cancellation of the Event, Admission tickets cannot be refunded.

13. Above and beyond the price of the Admission ticket, entitlement to refunds of additional services employed during the purchase of the Admission ticket is to be determined based on whether the various services were fulfilled by the provider of said services.

14. In the case of war, rebellion, acts of terror, strikes, accidents, fire, blockades, natural catastrophes, massive power failure or other unforeseeable events and circumstances beyond the control of the Contracting Parties, which fall beyond the scope of the Customer and the Service Provider and due to which one or both parties fail to fulfill their contractual duties, said parties shall assume no liability for any losses or damages arising through said events.

IX. Closing Provisions

1. Service Provider is entitled to employ the services of subcontractors and data processors, assuming the same degree of liability for their actions as if carrying out their services himself.

2. The present GTC was drafted in Hungarian language and shall be interpreted according to Hungarian law.

3. In matters not regulated by the present GTC, the relevant provisions of the Hungarian Civil Code shall prevail.