# GENERAL TERMS AND CONDITIONS ("GTC")

#### 1. GENERAL PROVISIONS

Service Provider details: Fürdő Játékház Kft. Mailing address: Papp Simon sétány 6, Nagykanizsa, 8800 Registering authority: Szombathelyi Törvényszék Cégbírósága Company registration number: 20-09-076716, Tax number: 27072785-2-20, E-mail address: <u>info@funcity.hu</u>, Phone number: +36 70/709-5000

1.1. These GTC contain the terms and conditions for the use of the entertainment facilities available in the playhouse and the multiplex cinema screenings available in FUNCITY, listed on the website <u>http://funcity.hu/</u> (hereinafter collectively referred to as: "Services"), and the general terms and conditions of the legal relationship between the Service Provider and the ticket purchaser ("Customer" or "Visitor") for the use of the Services, including the rights and obligations associated with the Ticket and the available discounts.

1.2. In order to ensure that the provisions of these GTC are easily accessible to Customers/Visitors, the Service Provider shall always indicate the internet availability of the full text of the GTC on the printed ticket. Both the Service Provider and the Customer or Visitor accept the provisions of these GTC as binding from the moment of purchase or other legal acquisition of the Ticket for the given Service. These GTC cover the conditions of use of the Services for Tickets sold by the Service Provider.

1.3. Through the website http://funcity.hu/ (the "Website") operated by the Service Provider, the Service User becomes entitled to use the Service by selecting the Service and the related Ticket and by paying online by credit card on the related banking site, under the conditions described in these Terms and Conditions, in compliance with the FUNCITY's policies and upon receipt of the Ticket on the spot in accordance with these GTC. These GTC are valid for an indefinite period of time and apply to the Service Provider and the Customer/Visitor. These GTC do not apply to the financial institution making the payment. The rules of conduct ("RULES") are annexed to these GTC, however, the Service Provider shall ensure that the RULES are available at the location of the Services, and its staff shall draw attention to the most important rules to be complied with when using the Services.

1.4. After visiting the Website, the Customer accepts the terms and conditions of these GTC for the use of the selected Service by clicking on the "ACCEPT" button on the page summarizing and approving the purchase details, following the ticket purchase procedure. The contract concluded is not a written contract, so it is not available on paper. The conclusion of the contract is confirmed by the electronically saved purchase or the e-mail sent by the ticket purchase system containing the receipt information authorizing the receipt of the Ticket (e-mail confirmation).

#### 2. SUBJECT MATTER OF THE CONTRACT AND CONTRACTING PARTIES

2.1. The subject of the contract is the use of the Service selected by the Customer, confirmed by the ticketing system and provided by the Service Provider at the FUNCITY site.

2.2. If the Viewer is a consumer, the contract shall be governed by the provisions of Regulation 45/2014 on the detailed rules for contracts between the consumer and the company. (II. 26.) The mandatory provisions of the Government Decree must also be applied accordingly, taking into account the specific characteristics of the service. The contract is concluded for a limited period of time, until the end of the entertainment and screening covered by the contract. The contract already concluded is governed by the law 45/2014. (II.26.) Article 2, Paragraph 29, Point I) of Government Decree may not be terminated by the Customer/Visitor by withdrawal or termination, also in view of the fact that the Service under the contract is expressly intended for a service related to leisure activities, which is exclusively for participation in entertainment activities and screenings to be held at a specific time (performance deadline) selected by the Customer/Visitor and confirmed by the Service Provider. The Service Provider refunds the price of the Service selected by the Customer and confirmed by the Service Provider only if the Service is not provided for reasons within its control. The Service Provider shall ensure that the contractual process can be cancelled at any time and without any consequences before the "CHECK OUT" button is pressed.

2.3. The Service Provider shall identify the contracting party on the basis of the e-mail address voluntarily provided by the Customer during registration on the platform designed for this purpose on the Website. The Customer shall be liable for any damage resulting from the provision of incorrect or false information. The Service Provider has the right to unilaterally cancel a registration that is obviously incorrect or false, and in case of doubt, to verify the identity of the Customer.

## **3. PAYMENT TERMS**

3.1. The Website contains a detailed list of the Services available and their fees. The Customer may only purchase Tickets at the price indicated for the relevant Service, which includes VAT. Payment of the purchase price can only be made by credit card by proceeding from the Websites to the website of the bank contracted with the Service Provider. The Service Provider shall not be liable for any errors on the bank payment page or for any damage resulting from payment by credit card. The system sends an automatic confirmation e-mail to the Customer to confirm the success of the purchase. The automatic confirmation e-mail shall be sent to the e-mail address provided by the Customer during registration. The Customer is responsible for the legal consequences of an incorrect e-mail address.

3.2. The Service Provider does not charge any extra fees or other costs for Tickets provided through the Website. The Tickets purchased are valid only for the use of the Service in question, and the Service Provider may refuse to exchange them for other Services available in the FUNCITY or to refund the purchase price without any obligation to payment compensation.

#### 4. HOW TO BUY TICKETS

4.1. Tickets can be purchased via the dedicated platform on the Website. The Customer acknowledges and accepts that the purchase of the tickets may require other tools and software and that the Customer acts at his/her own risk when using these technical conditions (IT tools, user software).

4.2. You must select the Service you wish to use by clicking on the starting time in the ticketing area of the Website. The next step is to enter the number of Tickets you wish to buy. The selection can

be changed during the purchase process. If the Customer does not wish to purchase the selected Ticket, he/she can cancel the purchase process by clicking on the "Cancel" button.

4.3. To start shopping, you must enter a valid e-mail address to which our system can deliver the confirmation, and then click on "Buy" button after accepting the terms and conditions. When you click on the "Buy" button, the system initiates the payment of the selected tickets by credit card and redirect you to the payment page of our partner bank (OTP Bank Nyrt.). On the opened bank page, fill in the payment order, which you can approve by clicking on the "Check out" button. Then wait for the bank's reply and click on the link that will take you back to the website. According to the bank's response, the system will inform you about the method of receiving the ticket and, in case of failure, the reason for it. The system will send a notification of the result of the purchase to the email address you have provided.

4.4. Invoicing: If the Customer requires a VAT invoice for the ticket purchased on the spot, this must be indicated at the FUNCITY cash desk when collecting the Ticket. For Tickets purchased through the Website, the Service Provider sends an electronic invoice via the Website to the e-mail address provided by the Customer. The FUNCITY cashier will not issue a receipt or invoice in this case.

4.5. Ticketing: Upon successful payment of the Ticket purchase, the Customer receives a receipt code in a Hungarian-language e-mail, which he/she can present at the ticket office at the place of the Service to collect his/her Ticket. In the case of a screening, the purchased Ticket can be collected up to 30 minutes after the start of the screening. It is the responsibility of the Customer to keep the receipt code safe and prevent unauthorised access. The Service Provider shall not be liable for any unauthorized use resulting from the fault of the Customer.

4.6. Customer Service: The Service Provider maintains a call center for Visitors, which is available on +36 (70) 709 5000. Written comments on the Services is received at <u>info@funcity.hu</u>.

4.7. Handling complaints: In accordance with the provisions of Paragraph 17/A of Act CLV of 1997 on Consumer Protection, the Service Provider informs the Visitors that the registered office of the Service Provider (Papp Simon sétány 6, Nagykanizsa, 8800) is also the place of complaint handling. Complaints regarding purchases and the operation of the purchasing platform on the Website can be made orally at the Customer Service contact detailed above.

4.7.1. The Service Provider promptly investigates and, if necessary, remedies the oral complaint. If the consumer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record of the complaint and its position on the complaint and shall provide the consumer with a copy of the record in the case of an oral complaint made in person, or, in the case of an oral complaint made by telephone or other electronic communications service, at the latest within 15 days of the complaint being made, at the same time as the substantive reply. In the case of a written complaint, the Service Provider shall provide a written reply within 15 days of receipt of the complaint.

4.7.2. In the event of a consumer dispute, the consumer may apply to the conciliation board competent for the place of residence or place of stay. The seat, telephone and internet contact details and correspondence address of the conciliation board can be found: www.bekeltetes.hu. Contact details of the conciliation body according to the registered office of the Service Provider:

The Zala County Conciliation Board of the Zala County Chamber of Commerce and Industry ADDRESS: Petőfi út 24, Zalaegerszeg, 8900 TELEFON: +36 92 550 513 FAX: +36 92 550 525

E-MAIL: zmbekelteto@zmkik.hu OPENING HOURS: Monday - Thursday: 8. am - 12. pm and between 13. pm - 15. 30 pm Friday: 8. am - 12. pm

74.8. This right of Consumers does not affect their right to apply to the courts in the event of a dispute.

## 5. PUBLICATION AND AMENDMENT OF THE GTC

5.1. The Service Provider shall ensure the acquaintance of these GTC with the Customers/Visitors by publishing the current and complete text on the Website.

5.2. The Service Provider is entitled to unilaterally modify the provisions of these GTC by prior notice to the Visitors. The notification will be made via the Website. By clicking the "Accept" button, the Visitor accepts the current provisions of the GTC on the first purchase after the effective date of the amendment to the Service.

## 6. THE RIGHT OF WITHDRAWAL

6.1. The Customer is not entitled to exercise the right of withdrawal pursuant to Paragraph 29, Article 2, Point 1) of Government Decree 45/2014. (II.26.), also with respect to the fact that the Service under the contract is expressly intended for the provision of a service related to leisure activities, which exclusively concerns participation in leisure activities/screenings to be held at a specific time (performance deadline) selected by the Customer and confirmed by the Service Provider. In the case of a concluded contract, the Service Provider will refund the price of the Service selected by the Customer and confirmed by the Service selected by the Customer and confirmed by the Service selected by the activities is interest. The Service Provider only if the leisure service/screening is cancelled for reasons in its interest. The Service Provider shall ensure that the contractual process can be cancelled at any time and without consequences before the "CHECK OUT" button is clicked.

6.2. If the Customer wishes to redeem a Ticket previously purchased through the Website by returning it to the FUNCITY cashier, the Service Provider is entitled, but not obliged, to comply with this request.

Fürdő Játékház Kft.