

## GENERAL TERMS AND CONDITIONS

hereinafter referred to as (“TCS”)

effective: from 1 December 2025

# 1. GENERAL PROVISIONS

Service Provider details:

<b>Service Provider name:</b>	<b>Füüdő Játékház Kft.</b>
<b>Registered office:</b>	9740 Bük, Termál körút 49. A. ép
<b>Company registration number:</b>	18-09-116498
<b>Tax number:</b>	27072785-2-18
<b>Registration authority:</b>	Szombathely Court of Appeals
<b>E-mail address:</b>	<a href="mailto:info@funcity.hu">info@funcity.hu</a>
<b>Telephone customer service:</b>	+36 30 558 1528
<b>Website address:</b>	<a href="http://www.funcity.hu">www.funcity.hu</a>
<b>Complaint handling location and contact details:</b>	Füüdő Játékház Kft., 9740 Bük, Termál krt. 49.A.
<b>Hosting provider name:</b>	Dotroll Kft.
<b>Hosting provider address:</b>	1148 Budapest, Fogarasi út 3-5. <a href="mailto:support@dotroll.hu">support@dotroll.hu</a> +36 1 432 3232

- 1.1. These GTC contain the general terms and conditions for the sale of tickets (“Ticket”) for the use of the entertainment facilities available in the playhouse and for the film screenings of the multiplex cinema (hereinafter collectively referred to as “Services”) available in FUNCITY, listed on the website <http://funcity.hu/>, as well as the legal relationship established between the Service Provider and the ticket buyer (“Buyer” or “Visitor”) for the use of the Services, including the rights and obligations related to the Ticket, and the discounts available.
- 1.2. In order to ensure that the provisions of these GTC can be easily accessed by the Customers/Visitors, the Service Provider shall always indicate on the printed ticket the availability of the full text of the GTC on the Internet. Both the Service Provider and the Customer or Visitor shall accept the provisions of these GTC as binding upon them by purchasing or otherwise obtaining a Ticket for the given Service from the date of ticket purchase. These GTC shall apply to the conditions for using the Services for Tickets sold by the Service Provider.
- 1.3. Through the website <http://funcity.hu/> operated by the Service Provider (“Website”), the Service user becomes entitled to use the Service by selecting the given Service and the related ticket, and by making an online bank card payment on the related bank website, in accordance with the conditions described in these regulations - in compliance with the provisions of FUNCITY’s policy and in case of on-site receipt of the Ticket in accordance with these GTC. These GTC are valid for an indefinite period of time, and their scope extends to the Service Provider and the Customer/Visitor. The scope of these GTC does not extend to the financial institution processing the payment. The full content of the policy (“HOUSE POLICY”) can be found on the website <http://funcity.hu/hazirend>, however, the Service Provider also ensures that the POLICY is available at the location of the Services, and its employees also draw attention to the most important rules to be observed when using the Services.
- 1.4. After visiting the Website, following the ticket purchase process, the Buyer accepts the provisions of these GTC by pressing the “ACCEPT” button on the page summarizing and approving the purchase data. The concluded contract does not qualify as a written contract, so it is not available on a filed, paper basis. The conclusion of the contract is confirmed by the electronically saved purchase or the e-mail containing the receipt information sent by the ticket purchase system and entitling to receive the Ticket (e-mail confirmation).
- 1.5. The Service Provider ensures that these GTC are made known to the Buyers/Visitors by publishing its current and complete text on the Website. The Service Provider is entitled to unilaterally amend the GTC. In the event of a modification of the GTC, the Service Provider shall notify the Customer of the changes by publishing them on the website [info@funcity.hu](mailto:info@funcity.hu) at least eight (8) days before the modification enters into force.

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

2.1. The subject of the contract is the use of the Service selected by the Customer, confirmed by the ticket purchase system, and provided by the Service Provider at the FUNCITY location. The concluded contract shall be deemed a written contract, the conclusion of the contract shall be confirmed by the electronically saved purchase data provided by the Customer, which the Service Provider shall store and retain until the deadline specified in the legislation on accounting and taxation. The data indicated by the Customer, the data stored in the Service Provider's system regarding the product, the bank confirmation of the transaction, and the effective provisions of the GTC shall together constitute the written contract.

2.2. If the Customer or Visitor is a consumer, the mandatory provisions of Government Decree 45/2014. (II. 26.) on the detailed rules of contracts between consumers and businesses shall also be applied to the contract, taking into account the specificities of the service. The contract is concluded for a fixed period of time, which lasts until the end of the entertainment opportunity and film screening according to the subject of the contract.

2.3. The Service Provider ensures that the initiated contractual process can be interrupted at any time and without consequences before the contract is concluded and before the "PAYMENT" button is pressed.

2.4. The Service Provider identifies the contracting party based on the e-mail address voluntarily provided by the Customer during registration on the dedicated interface on the Website, in full compliance with the provisions of the data management information available on the Service Provider's Website (<https://funcity.hu/adatvedelmitajekoztato>). The Customer shall bear all liability for damages resulting from the provision of incorrect or false data. The Service Provider is entitled to unilaterally delete obviously incorrect or false registrations, and in case of doubt, to verify the Customer's identity.

2.5. Everyone may visit FUNCITY only at their own risk. The Service Provider assumes no liability for any visitors who may behave irresponsibly. FUNCITY cannot be visited while intoxicated, under the influence of drugs or other mind-altering substances, even when presenting a valid Ticket.

## 3. PAYMENT TERMS

- 3.1. The Website contains a detailed list of the available Services and their costs. The Buyer may only purchase a Ticket at the price indicated in relation to the given Service, which also includes general sales tax. The purchase price may only be paid by bank card, by proceeding from the Websites to the website of the bank that has a contract with the Service Provider. The Service Provider is not responsible for any errors that may occur on the bank payment page, as well as for any damages resulting from bank card payments. The system confirms the success of the purchase to the Buyer by sending an automatic confirmation e-mail. The Buyer will receive the automatic confirmation e-mail to the e-mail address provided during registration. The Buyer is responsible for the legal consequences of an incorrectly provided e-mail address.
- 3.2. The Service Provider does not charge any additional fees or other costs for Tickets provided through the Website. The purchased Tickets only entitle you to use the given Service, and the Service Provider may refuse to exchange them for another Service available in FUNCITY or to refund the consideration without any obligation to pay compensation.

## 1. 4. TICKET PURCHASE PROCEDURE

- 4.1. Ticket purchase is available on the specially designed interface of the Website. The Buyer acknowledges and accepts that ticket purchase may require other tools and programs, and the Buyer acts at his own risk when using these technical conditions (IT device, user program).
- 4.2. On the ticket purchase interface of the Website, you must select the Service you wish to use by clicking on the start time. The next step is to enter the number of Tickets you wish to purchase. You can change your selection during the purchase process. If the Buyer does not wish to purchase the selected Ticket, they can cancel the purchase process by clicking on the “Cancel” button.
- 4.3. To start the purchase, you must enter a valid e-mail address to which our system can deliver the confirmation, and then click on the “Buy” button after accepting the general terms and conditions. By clicking on the “Buy” button, the system will initiate the payment of the selected tickets by bank card and redirect you to the payment page of our partner bank (OTP Bank Plc.). On the opened bank page, fill in the payment order, which you can approve using the “Pay” button. After that, wait for the bank's response, then click on the link that will redirect you to the Website. According to the bank's response, the system will inform you about the method of ticket collection, and in case of failure, the reason for it. The system will send a notification letter to the provided email address about the purchase result.
- 4.4. After selecting the seats/entertainment options, the Buyer has a total of 15 minutes to complete the transaction.

4.5. In the event that the Buyer does not receive the purchased Ticket electronically within a few minutes after the purchase (successful payment), there is presumably a connection error in the System. In view of this, the Service Provider draws the Buyer's attention to refrain from repeating the purchase transaction and immediately report the error to the Service Provider's Customer Service (+36 30 558 1528). The Buyer is exempted from the binding offer if the Service Provider has not sent a confirmation of the order within 48 hours of the purchase, in which case the Buyer is not bound by the order sent by him and is not obliged to accept and pay for it.

4.6. Invoicing: If the Buyer requests a VAT invoice for the ticket purchased on site, this must be indicated at the FUNCITY box office upon receipt of the Ticket. In the case of a Ticket purchased via the Website, the Service Provider will send an electronic invoice via the Website to the e-mail address provided by the Buyer. In this case, the FUNCITY box office will not issue either a receipt or an invoice.

- 4.7. Ticket collection: In case of successful payment during the purchase of the ticket, the Buyer will receive a collection code in a Hungarian language e-mail, by presenting which he can collect his Ticket at the box office at the Service location. In the case of a film screening, the purchased Ticket can be collected for an additional 30 minutes after the start. The Buyer is responsible for preserving the collection code and preventing unauthorized access. The Service Provider is not responsible for unauthorized use resulting from the Buyer's fault.
- 4.8. Customer service: The Service Provider maintains a telephone customer service for Visitors, which can be reached at +36 30 558 1528. Written comments regarding the Services are accepted at [info@funcity.hu](mailto:info@funcity.hu).
- 4.9. Complaint handling: In accordance with the provisions of Act CLV of 1997 on Consumer Protection, Section 17/A, the Service Provider informs Visitors that the registered office of the Service Provider (9740 Bük, Termál körút 49. A. ép.) is also the place of complaint handling. Complaints related to purchases and the operation of the shopping interface on the Website can be made verbally or in writing to the Customer Service at the above contact details.
- 4.10. The Service Provider will immediately examine the verbal complaint and remedy it if necessary. If the consumer does not agree with the handling of the complaint or if the complaint cannot be investigated immediately, the Service Provider shall immediately record the complaint and its position on it and, in the case of an oral complaint submitted in person, shall hand over a copy of it to the consumer on site, while in the case of an oral complaint submitted by telephone or using other electronic communications services, it shall be sent to the consumer at the latest simultaneously with the substantive response, within 15 days of the complaint being submitted. In the case of a written complaint, the Service Provider shall respond in writing within 15 days of its receipt.
- 4.11. In the event of consumer disputes, the consumer may contact the conciliation body competent according to his place of residence or stay. In the absence of a domestic place of residence and residence of the consumer, the jurisdiction of the conciliation body is established by the seat of the enterprise affected by the consumer dispute or the body authorized to represent it, or the conciliation body specified in the consumer's request is competent for the procedure - based on the consumer's request. The seat, telephone and internet contact details and mailing address of the conciliation bodies can be found on the following website: [www.bekeltetes.hu](http://www.bekeltetes.hu). Contact details of the Conciliation Board based on the registered office of the Service Provider:

Győr-Moson-Sopron County Conciliation Board

address: 9021 Győr, Szent István út 10/A

telephone: +36 92 550 513

Email: [bekelteto.testulet@gymismkik.hu](mailto:bekelteto.testulet@gymismkik.hu)

Official portal: GYMSMKIKBT, KRID: 160467115

On e-paper: topic group: conciliation board cases (GYMSMKIKBT), case type: initiation of conciliation board proceedings, statement related to the proceedings (GYMSMKIKBT) addressee: Conciliation Board operated by the Győr-Moson-Sopron County Chamber of Commerce and Industry

4.12. This right of Consumers does not affect their right to go to court in the event of a legal dispute.

## 5. RIGHT TO WITHDRAW

5.1. The Buyer may not exercise the right of withdrawal pursuant to Section 29 (1) of Government Decree 45/2014. (II.26.) also considering that the Service subject to the contract is specifically aimed at a service related to a leisure activity, which applies exclusively to participation in a leisure activity/film screening to be held at a precisely specified time (performance deadline) selected by the Buyer and confirmed by the Service Provider. In the event of a concluded contract, the Service Provider will refund the consideration for the Service selected by the Buyer and confirmed by the Service Provider only in the event that the leisure service/film screening is cancelled for reasons within its sphere of interest.

5.2. If the Buyer wishes to redeem the Ticket purchased in advance via the Website by redeeming it at the FUNCITY cash desk, the Service Provider is entitled, but not obliged, to comply with this request.

## 6. TRADEMARKS AND COPYRIGHTS APPEARING ON THE WEBSITE

6.1. The trademarks appearing on the Service website are the exclusive property of the Service Provider or other right holders. These marks may not be used, distributed or published by third parties in any way without the express and prior written consent of the Service Provider or the right holders.

6.2. The information and other documents available on the website are protected by copyright, and the rights relating to them belong to the Service Provider or the right holders. The information and other materials available on the website may not be used, copied, distributed or published by third parties for purposes other than the purpose of the website without the express prior written consent of the Service Provider or the right holders.

6.3. The Service Provider acquires unlimited and exclusive rights to use the comments (e.g. chat, blog), observations, suggestions and ideas made by the Customer in connection with the use of the website, however, this does not mean that any entry, comment, etc. would reflect the opinion of the Service Provider. The Service Provider is entitled to utilize, use, transfer, publish, delete and disclose the comments of the website users without any restriction, without having to provide any compensation for this.

- **Annex No. 1**

## **1. Warranty**

- In what cases can you exercise your warranty right?

In the event of defective performance by the Service Provider, you may assert a warranty claim against the enterprise in accordance with the provisions of the Civil Code.

- What rights are you entitled to based on your warranty claim?

You may – at your choice – exercise the following warranty claims:

- You may request repair or replacement, unless the fulfillment of the claim you have chosen from these is impossible or would entail disproportionate additional costs for the enterprise compared to the fulfillment of its other claims. If you did not or could not request repair or replacement, you may request a proportionate reduction in the consideration or you may repair the defect yourself at the enterprise's expense or have it repaired by someone else or – in the last resort – you may withdraw from the contract. You may switch from your chosen warranty right to another, but you will bear the cost of the switch, unless it was justified or the company gave a reason for it.
- Within what deadline can you assert your warranty claim?

You are obliged to notify the defect immediately after its discovery, but no later than within two months of the discovery of the defect. However, I would like to draw your attention to the fact that you can no longer assert your warranty rights beyond the two-year limitation period from the performance of the contract.

- Against whom can you assert your warranty claim?

You can assert your warranty claim against the company.

- What other conditions are there for asserting your warranty rights?

There are no other conditions for asserting your warranty claim within six months of the performance, other than the notification of the defect, if you prove that the product or service was provided by R Park Hungary Kft. However, after six months from the date of delivery, you are obliged to prove that the defect you have identified already existed at the time of delivery.

## **2. Product warranty**

- In which cases can you exercise your product warranty right?

In the event of a defect in a movable item (product), you can – at your choice – assert a warranty claim for accessories or a product warranty.

- What rights do you have based on your product warranty claim?

As a product warranty claim, you can only request the repair or replacement of the defective product.

A product is defective if it does not meet the quality requirements in force at the time of its release or if it does not have the properties specified in the manufacturer's description.

- Within what time limit can you assert your product warranty claim?

You can assert your product warranty claim within two years of the product being released to the market by the manufacturer. After this time limit, you will lose this right.

- Against whom and under what other conditions can you assert your product warranty claim?

You can assert your product warranty claim only against the manufacturer or distributor of the movable property. In the event of asserting a product warranty claim, you must prove the defect of the product.

- In which cases is the manufacturer (distributor) exempt from its product warranty obligation?

The manufacturer (distributor) is only exempt from its product warranty obligation if it can prove that:

–the product was not manufactured or placed on the market as part of its business activities,  
or

–the defect was not recognizable at the time of placing on the market according to the state of science and technology, or

–the product defect results from the application of a law or mandatory official regulation.

The manufacturer (distributor) only needs to prove one reason to be exempted.

Please note that you cannot assert a warranty claim for the same defect and a product warranty claim at the same time, in parallel. However, if you successfully assert your product warranty claim, you can also assert your warranty claim for the replaced product or repaired part with the manufacturer.

- **Annex No. 2**

## **Cancellation/Termination Information**

If you have purchased a ticket that is not valid for a specific date, you have the right to cancel this contract within 14 days without giving any reason. The cancellation/termination period for tickets expires 14 days from the date of conclusion of the contract.

If you wish to exercise your right of cancellation/termination, please send a clear statement of your intention to cancel/termination (for example, by post or by electronic mail) to the following address: Fürdő Játékház Kft., registered office: 9740 Bük, Termál körút 49. A. ép., telephone: +36 30 558 1528, email: info@funcity.hu. You will exercise your right of cancellation/termination within the deadline if you send your cancellation/termination statement before the expiry of the deadline specified above.

#### Legal effects of withdrawal/termination

If you withdraw from this contract, we will reimburse all payments received from you, including delivery costs, without undue delay and in any event not later than 14 days from the day on which we receive your notification of withdrawal (with the exception of any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method offered by us). We will use the same payment method as the one used for the original transaction for the refund, unless you have expressly agreed to use a different payment method; you will not incur any additional costs as a result of using this refund method.

In the case of a contract for the sale of a product, you must return or hand over the product to us without undue delay and in any event not later than 14 days from the day on which we receive your notification of withdrawal. The deadline is met if you send the product back before the 14-day deadline has expired. We may withhold the refund until we have received the product back or you have provided proof that you have sent it back, whichever is the earlier. You will bear the direct costs of returning the product.

You are only liable for any diminished value of the product if this is due to use that goes beyond what is necessary to establish the nature, characteristics and functioning of the product.