

General Terms and Conditions

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I. Provider Information

Name of the Provider: ENTROPY EVENT LTD.

Registered Office of the Provider: 7724 Feked, Fő Street 37.

Contact Information for Customer Relations, Regularly Used Electronic Mailing Address:
info@rockmaraton.hu

Tax Identification Number: 24321705-2-02

Registering Authority (Court of Registration): Pécs Tribunal

II. General Provisions

1. These General Terms and Conditions (hereinafter: GTC) set out the conditions for the purchase of tickets between ENTROPY EVENT LTD. (registered office: 7724 Feked, Fő Street 37, tax number: 24321705-2-02, hereinafter: the Provider) and the legal and natural persons using its online system (hereinafter collectively referred to as the User or Contracting Parties), as well as the rights and obligations arising between the Provider and the User.

2. The Provider operates an online ticketing system (hereinafter: the System) to facilitate the purchase of tickets for the Rockmaraton Festival (hereinafter: the Event) using the SZÉP Card. The Provider ensures the sale of Event tickets available within the System to the Users (hereinafter: the Service). The Service is not considered a licensed activity.

3.1. By using the Provider's System and registering during the purchase, the User accepts the provisions of these GTC. The User declares that they have read and accepted the conditions contained in these GTC as binding, and consent to the processing of their necessary data for the use of the Service as specified in these GTC and the Provider's Privacy Policy.

3.2. The User is obliged to update any changes in their data in the System as well. The User is solely responsible for any damages arising from the failure to fulfill this obligation; neither the Provider nor its partners involved in facilitating the Service can be held liable.

3.3. The User has the right to delete their provided data at any time by sending a deletion request via email to info@rockmaraton.hu. Upon receipt of the message, the Provider is obliged to promptly arrange for the deletion of the registration. Following deletion, the User's data will be immediately removed from the system, and this deletion does not affect the retention of data and documents related to orders already placed, nor does it result in the deletion of such data. There is no possibility to restore data after its removal.

3.4. The Provider reserves the right to delete the registration of any users who, in its opinion, misuse the name, likeness, email address, or other personal data or rights of any other person, particularly if it is aware that the concerned username is under trademark or other type of protection, infringes upon the legitimate interests of others, or is vulgar, obscene, racist, religious, national, ethnically or sexually offensive, or can be considered as covert or overt advertising.

4. These GTC apply to the Provider, the User, and any natural or legal person who uses any component of the System in any form or for any purpose.

5. The contract formed through purchase between the parties does not constitute a written contract; therefore, it is not accessible in documented form. The formation of the contract is evidenced by the purchase data sent electronically to the User.

6.1. Technical and legal limitations of the Service:

6.2. The User acknowledges that due to the nature of the internet, the continuous operation of the System may be interrupted without the prior knowledge and intention of the Provider. The Provider does all it can to ensure uninterrupted operation; however, it does not guarantee that the Service and the associated website will operate error-free and without interruption, or that access to the Service will be continuous or without error.

6.3. The Provider is entitled to suspend the Service or the associated website partially or completely for maintenance or other security reasons without prior notification or announcement.

6.4. The Provider is only liable for damages caused by intentional or grossly negligent errors attributable to it, and such liability shall not exceed the value of the purchase transaction.

6.5. The User acknowledges that the Provider is not responsible for any damages or misuse that occur during or as a result of online payments.

6.6. The Provider excludes liability for all damages caused by the User or any third party due to contractual or unlawful activity or omission.

7. The Provider informs the User, and the User explicitly acknowledges that the Provider has the right to unilaterally modify the GTC. In the event of a modification of the GTC, the Provider will notify the User by posting the changes on the www.rockmaraton.hu website at least eight (8) days prior to the modification taking effect.

8. Agreements between the Parties are concluded in the language of choice, and in case of dispute, in Hungarian. Due to the nature of the internet, the territorial scope of these GTC is not limited to the territory of the Republic of Hungary.

9. The Parties record that the Provider is not liable for any direct or indirect damages resulting from data loss, system usage, or temporary unavailability on the User's side related to the service.

10. The User bears full responsibility for all activities conducted during the use of the Provider's System. The User agrees to immediately notify the Provider's customer service of any unauthorized use of their data or any other breach of security. The Provider is not responsible for any damages arising from the storage of passwords on the User's side or the transfer of usernames and passwords to third parties.

11. The Parties may deviate from the provisions of these GTC by mutual agreement in writing.

III. Legal Relationships Arising During the Use of the Service:

1. In terms of the actual execution of the Event, the User enters into a service relationship with the Provider. The Provider assumes no responsibility for the performance, quality, execution, realization, or cancellation of the artists, athletes, or other performers at the Event visited with the purchased ticket – the right to change the program is reserved. Accordingly, the ticket

constitutes a contract between the Provider and the User, wherein the Provider undertakes to execute the Event, and the User pays the ticket fee.

2. Tickets are freely transferable. The User declares that they will only transfer their ticket to another person if the new ticket holder accepts the Provider's GTC and the Event's house rules, and verifies their identity to the Provider's customer service before entering the Event.
 3. Depending on the type, tickets may include digital and analog security features that protect against forgery. If the Provider or the security service at the Event venue detects that the security marks on the tickets are damaged, incomplete, show signs of intentional vandalism, or are deemed reproduced or copied, they may deny entry to the ticket holder to the Event or ask them to leave the Event area. The User cannot claim any compensation from the Provider for being banned from the Event for such reasons.
 4. A visitor who violates the participation conditions, the Event's house rules, or the instructions of the security service and other law enforcement agencies may be removed by the Provider in the interest of the safe conduct of the Event and the uninterrupted enjoyment of other attendees. In such cases of a ban, the Provider is not liable for compensation.
 5. The Provider reserves the right to make necessary changes in the lineup of performing artists, the personnel of the performers, and any additional detail of the Event.
 6. The Event is considered to have been properly held despite interruptions due to weather, premature termination, or delayed start if more than half of the Event has been executed, the start of the Event is delayed by less than 50% of the planned start time, or it needs to be paused for less than 25% of the total duration. Communications regarding the possible cancellation of an Event must include all relevant details of the cancelled Event, the fact and reasons for the cancellation, the method for ticket refunds, and the entity conducting the refund. The process of refunding tickets must always be reasonably announced and conducted so that it does not impose a disproportionately large burden on the entity responsible for the refunds.
 7. The right to refund the price of additional services utilized during the purchase of tickets, beyond the price of the tickets themselves, must be assessed based on whether each service was delivered by the service provider.
 8. If, as a consequence of war, insurrection, terrorist acts, strikes, accidents, fire, blockade, flood, natural disaster, severe disruption in energy supply, or other unforeseeable and insurmountable obstacles beyond the control of the User or the Provider, either party is unable to fulfill any contractual obligation, such party shall not be liable for any loss or damage resulting from these events.
 9. The User declares that they are aware of the provisions relating to the use of tickets and visiting the Event, and purchased the tickets with knowledge of these provisions.
10. Special Rules for Self-Printed Tickets (E-ticket):
- 10.1. Following a successful purchase, Users receive self-printable tickets via email in PDF format, which they need to print themselves. E-ticket tickets cannot be collected in person at ticket counters or received by postal mail. The printed E-ticket is only valid if the barcode and the code next to the barcode are clearly legible.

10.2. The User is solely responsible for any consequences and damages resulting from the loss, theft, faulty printing, copying, or multiple printings of self-printed tickets. The User is required to bring the printed E-ticket to the Event. The User acknowledges and expressly agrees that the Provider may electronically check the barcode found on the E-ticket at the Event venue and will invalidate it immediately after checking. Entry is based on the first validation. Any further attempt to enter will be invalid and thus unsuccessful, and entry may be denied to the presenter regardless of whether the person presenting the invalid ticket is the same individual who initially used the E-ticket. The Provider cannot be held liable for compensation due to exclusion for such reasons.

11. The User hereby irrevocably assumes all penalties, compensation, and costs arising from the liability related to the issuance of invoices under the 2007 Act CXXVII on Value Added Tax (hereinafter: VAT Act) that competent authorities or third parties may claim against the Provider due to breaches of the referenced laws and the contract by the User.

12. The Provider excludes liability for all damages caused by the User or any third party due to contractual or unlawful activities or omissions.

13. The legal relationships arising under these GTC are only applicable to activities within the ticketing system provided by the Provider.

IV. The Purchase Process

1. To use the Provider's system, the User must enter the requested data to make a purchase. After the data has been entered, the Provider will inform the User via email about the exact method of payment.

2. A contract for the sale of the ticket between the parties is established by confirming the intent to purchase with payment, the details of which can be downloaded from the confirmation emails sent by our payment and billing partners.

3.1. Within 15 days after the payment is received, the Provider will send the ticket and the e-invoice to the User via email.

3.2. The Provider sends the automatic confirmation email confirming the purchase to the email address provided by the User. The User is responsible for any damages resulting from the provision of an incorrect email address. The Provider is not responsible for any errors that may occur during payment. If this confirmation is not received within 1 hour, please do not initiate another purchase; instead, send an email to info@rockmaraton.hu. We will resend the confirmation upon request. Communication errors may also cause you not to receive a confirmation; to resolve this, please contact customer service!

4. The prices listed are gross prices in Hungarian Forints and include VAT.

5. The Provider reserves the right to change the purchase price of the tickets and the amount of incidental costs at any time. The right to change prices does not apply to purchases that have already been initiated.

6. The PDF ticket generated by the Provider includes:

- The serial number of the ticket
- The barcode

- A six-digit identifier, which is not the same as the barcode and allows for name-based identification at venues where a barcode check is not possible
- The venue and date of the event, the organizing company's logo
- The organizing company's details (company name, address, tax number), and the VAT content of the ticket price.

V. Withdrawal and Warranty Provisions

1. According to Section 1, Paragraph (4) b) of Government Decree 45/2014. (II. 26.), the User does not have the right to withdraw from the purchase of the ticket-selling service after making an online payment. Except for replacing damaged tickets, the Provider cannot refund the ticket or return the purchase value.

2.1. The User may request a repair or replacement only in the case of an error on the part of the Provider. The User, or the ticket holder, cannot claim any right due to errors in user data entry or data errors, nor from errors occurring on the side of our online payment or billing partners.

2.2. The replacement of lost tickets is subject to the provisions specified in point 2.1.

3. The Provider is obliged to respond in writing substantively to any written User complaint within 30 days. If the complaint is not deemed valid, the Provider must justify this position. Verbal complaints communicated orally must be investigated immediately by the Provider, and if the claim is not accepted, the Provider is obliged to take minutes of the complaint and respond substantively within 30 days.

VI. Consumer Protection Provisions and Potential Legal Disputes

1. The Provider excludes all liability for the behavior demonstrated by the users of the Website. The User is fully and exclusively responsible for their own behavior, and in such cases, the Provider will cooperate fully with the authorities to investigate any legal violations.

2. The User agrees to act in accordance with the relevant national laws while using the Website. If any activity related to the use of the System is not permitted under the law of the User's state, the User is solely responsible for such use.

3. The Merchant is not obligated to apply notification provisions regarding amendments to the GTC when the amendment is necessary due to a change in the Provider's data or as part of a process-level integration within the System, or if the amendment does not affect the terms related to services already provided.

4.1. The User may submit consumer complaints related to the Provider's activities at the following contacts:

- Online customer service: info@rockmaraton.hu

4.2. If a consumer legal dispute between the Provider and the User is not resolved through negotiations with the Provider, the User has the following options for legal recourse:

- National Consumer Protection Authority: <http://www.nfh.hu/magyar/kapcsolat/panaszbejelent>

If the User observes a violation of their consumer rights, they are entitled to file a complaint with the consumer protection authority competent according to their place of residence. After evaluating the complaint, the authority will decide on conducting a consumer protection procedure.

- Conciliation Board. For the out-of-court, amicable resolution of consumer disputes related to the quality of services, as well as the conclusion and fulfillment of contracts, the User may initiate proceedings at the conciliation board operating alongside the professional chamber competent according to their place of residence.
- National Data Protection and Information Authority: <http://www.naih.hu/kapcsolat.html>
- For cross-border legal disputes: European Consumer Centre: www.efk.hu

4.3. The User is obligated to ensure that their use of the Website does not directly or indirectly infringe on the rights of third parties or violate laws.

4.4. The Provider reserves the right to permanently restrict a User's access to the service without prior warning or notification if the User violates the General Terms and Conditions or abuses the service, and to delete the User's registration along with all associated data.

5. In all cases not specified here, the provisions of the following laws and regulations apply:

- The Civil Code of 1959, Act IV.
- Act CVIII of 2001 on certain aspects of electronic commerce services and services related to the information society.
- Joint Decree 4/2009 (I.30.) NFGM-SZMM on the detailed rules for the display of the selling price and unit price of products and the fee of services.
- Act LV of 2012 on consumer protection.
- Act CLV of 1997 on consumer protection.
- Act CLXIV of 2005 on commerce.
- Act LXXVI of 2009 on the general rules of starting and conducting service activities.
- Government Decree 210/2009 (IX.29.) on the conditions of conducting commercial activities.
- Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers.
- Act XLVIII of 2008 on the basic conditions and certain limitations of economic advertising activities.

VII. Trademarks and Copyrighted Materials Displayed on the Website

1. The trademarks displayed on the Service's website are the exclusive property of the Provider or other rights holders. These marks may not be used, distributed, or published by third parties without the express and prior written approval of the Provider or the rights holders.
2. The information and other documents available on the website are protected by copyright, and the associated rights belong to the Provider or the rights holders. Third parties may not use, copy, distribute, or publish the information and materials available on the website for purposes other than those intended by the website without the express prior written approval of the Provider or the rights holders.
3. The Provider acquires unlimited and exclusive rights to use any data or information communicated by the User during the use of the website. The Provider becomes the exclusive owner of all such rights related to the feedback and is unrestricted in its use. The Provider is entitled to utilize, employ, publish, process, delete, and disclose the User's observations without limitation and without owing any form of compensation to the User.