



## **GENERAL TERMS AND CONDITIONS**

### **GT&C**

In force as of 25 May 2018



Concerto Académia Non-profit Ltd.  
1094 Budapest, Páva utca 10-12.  
Phone: +36 1 215 5770,  
fax: +36 1 215 5462  
[www.concertobudapest.hu](http://www.concertobudapest.hu)

## General provisions

**1.1.** The present GT&C contains the general terms and conditions for the sale of tickets and subscriptions valid for concerts (hereinafter: events) and for the rights and obligations relating to tickets and subscriptions and for the discounts available for these events organised by Concerto Academy Non-profit Limited Liability Company(hereinafter: **Concerto**) (Company seat: 1094 Budapest, Páva u.10-12., Company Registration Number: 01-09-177086, Tax ID: 18312777-2-43, registry court: Registry Court of Budapest, phone number: +36 1 215 5770 , email: [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu), fax number: +36 1 215 5462)

**1.2.** By paying the purchase price of tickets and subscriptions offered for sale by Concerto, a sales contract is concluded between Concerto and the Customer (hereinafter referred to as 'the Customer') on the terms and conditions described in the GT&C. Prior to the conclusion of the contract, the Customer declares that he has been made aware of the terms and conditions set out in the GT&C as well as in the General Data Protection Regulations (GDPR) and has agreed to be bound by them.

By pressing the "Pay"(Fizetés) button, in a pop-up window, the Customer accepts the provisions of this GT&C as well as the General Data Protection Regulations. Should the Customer not accept any of these, the purchase price will not be paid; thus no sales agreement will be concluded between the parties.

The contract concluded in accordance with this clause is considered a written contract, which is recorded by Concerto. The contract is not available later. The content of the contract is made up of the "contract confirmation" data sent to the Customer immediately after the successful ticket/subscription purchase.

Customer can correct data entry errors at any time during the process until the purchase is finalised. You can delete a product from the cart by clicking on the "X" button, and you can change customer details by clicking on the "Modify"(Módosítás) button.

A The language of the contract is Hungarian.

**1.3.** Concerto is entitled to modify the GT&C unilaterally. In case of a modification of the GT&C, Concerto is the notifies the Customer of the changes via the website [www.concertobudapest.hu](http://www.concertobudapest.hu) at least 8 (eight) prior to the modifications' entry into effect.

**1.4.** The scope of the present GT&C applies to tickets and subscriptions marketed by Concerto.

**1.5.** For events organised by Concerto, Customers can purchase tickets and subscriptions without an administration fee via the Audience Relations Office, the website



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([www.concertobudapest.hu](http://www.concertobudapest.hu)) In addition, tickets/subscriptions can also be purchased from Concerto's contractual partners in person or via their websites. Concerto's contractual partners may charge administration or other fees in accordance with their own business regulations.

**1.6.** The provisions of the GT&C do not apply to cases where the Customer purchases tickets or subscriptions under a sales contract from a third party (Interticket Ltd., Jegymester, audience organisers or other ticket offices). In such cases, the tickets or subscription purchased shall be subject to the contractual provisions of the third party.

**2. Pre-contractual information relating to distance contracts applies according to Section 11 of the Government Decree 45/2014. (II. 26),**

**2.1.** Customers should be advised to review this data prior to purchasing tickets or subscriptions, and having understood and accepted these data is necessary.

a) The main features of the service, i.e. the event, can be found by clicking on the "ticket/subscription/purchase" (jegy/bérlet/vásárlás) icon at the top of Concerto's website. Here you can find comprehensive information about the event, having selected the given event. From here, by clicking on the "ticket purchase" (jegyvásárlás) icon, you can obtain information on the tickets available and their prices in gross (including the VAT payable on a case-by-case basis), with reference to the legal Hungarian currency (HUF) on Concerto's website [www.concertobudapest.hu](http://www.concertobudapest.hu), Customers can view all data or make the purchase without registration.

b) See the name of the service provider (Concerto) in Section 1.1.

c) See the Company's (Concerto's) seat, postal address, telephone number, fax number, email address in Section 1.1.

d) The place of the service provider's (Concerto's) business activities is the seat indicated in Section 1.1. Consumers can send their complaints to the service provider's (Concerto's) indicated in Section 1.1.

e) The total amount of the remuneration for the contractual service, including Value Added Tax, is shown under the "Cart" (Kosár) tab of the purchase tab, indicating the gross ticket prices. Beyond the gross prices indicated there, the Customer is not charged any additional costs.

f) The service provider (Concerto) does not apply a contract for an indefinite period or a flat fee contract. The amount of remuneration includes all costs relating to the purchase in question.

g) The internet connection or special payment method undertaken on the device used to make the purchase (computer with an internet connection, tablet, etc.), the Customer's



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network service provider may charge a fee based on their individual subscription contract or other contracts. The service provider (Concerto) does not charge extra fees for their service.

h) The prices indicated include the total amount of remuneration plus tax in HUF. They are gross prices and include VAT. Due to the nature of the service, no uniform price can be indicated. Customers do not need to pay any administration fee during the purchase. The total amount of remuneration includes all costs. The service provider (Concerto) accepts bank card payment only. A detailed description of the payment by bank card is given in Section 3.6.4. of the GT&C. Payment and the delivery of electronic tickets/subscriptions (e-ticket) occur to the inbox provided by the Customer immediately and in real time. The service provider (Concerto) provides only e-tickets and e-subscriptions, which cannot be delivered by post; they are delivered electronically to the email provided by the Customer. The fulfilment of the service is automatic, and the delivery deadline is immediate. The rules for handling complaints are set out in Section 10 of the GT&C.

i) Information on the time limits and other conditions for exercising of the Customer's rights of withdrawal and termination are provided in Section 7 and Supplements I and II of the GT&C.

j) Information about the cost of returning the product is provided in Section 7 and Supplements I and II of this GT&C.

k) The service provider (Concerto) does not carry out transactions in which the Consumer is obliged to reimburse the reasonable costs of the service provider (Concerto) for exercising the right of withdrawal and termination.

l) The Customer is not entitled to exercise their right of withdrawal based on Part 1/I of Section 29 of the Government Decree 45/2014. (II.26.), if the ticket is for an event on a given date (a given day or deadline). Information on the time limits and other conditions for exercising the Customer's rights of withdrawal and denunciation is provided in Section 7 and Supplements I and II of the GT&C.

m) The legal obligations relating to accessory liability and product liability are set out in Supplement III of the GT&C.

n) The service provider (Concerto) operates a ticket office. Personal appointments must be made in advance by phone (+36 1 215 5770).

A The ticket office can also be contacted via email at [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu). Emails are processed only on weekdays between 9 am and 4 pm.

Products sold by the service provider (Concerto) are not subject to warranty obligations.



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o) The service provider (Concerto) is not a signatory or subject to a code of conduct under the law prohibiting unfair commercial practices to Customers.

p) The contract between the service provider (Concerto) and the Customer is concluded for a fixed period until the event or until the event is visited (e.g. tickets/subscription for a specific date).

q) The contract shall not be converted into a contract of indefinite duration.

r) During the purchase process, the Customer has no obligations beyond the payment of the remuneration.

s) No deposit or other financial security is provided by the Customer to the service provider (Concerto).

t) Operation of the digital data content and technical protection measures: the availability of servers providing data is above 99.9% per year. We use RAID technology to store data on multiple hard discs on our servers. If any of the hard discs are damaged, the system will remain operational even with the remaining hard discs. The entire data content is saved regularly, so in case of an incident, the original data content can be restored.

u) Interoperability of the digital data content with the hardware and the software: the data displayed are stored in MSSQL and MySQL databases. Sensitive data is stored with a sufficient level of encryption; we use hardware support built into the processor to encode them.

v) The Hungarian Authority of Consumer Protection ceased to exist on the day of its succession on 31 December 2016. In secondary cases, the Pest County Government Office acts with national jurisdiction. As of 1 January 2017, complaints may be addressed primarily to the responsible district offices. Contact details can be found here: <http://jarasinfo.gov.hu/>.

w) The conciliation body shall have jurisdiction to settle disputes between the consumer and the Company, relating to the quality, safety, application of product liability rules, the quality of the service and the conclusion and performance of contracts between the parties (consumer disputes) outside court proceedings.

Name of the responsible conciliation body according to the seat of the service provider (Concerto): Arbitration Board of Budapest, seat:

1016 Budapest, Krisztina krt. 99. III. em. 310., levelezési cím: 1253 Budapest, Pf.: 10.



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### 3. Online ticket purchase

#### 3.1. Find events, browse

"Quick search" (Gyorskeresés) can be found on the top right corner of the website concertobudapest.hu. In "quick search", enter any keywords, and then click the "search" (keresés) icon, or after pressing Enter, on the search results page, you can select the event, venue, or person you wish to find.

By clicking on the "concerts" (Koncertek) icon in the header, the events are listed in chronological order. Highlighted events and news are also displayed.

#### 3.2. Selection of ticket/subscription

##### 3.2.1. Selection with auditorium view

In the case of events where tickets/subscriptions are valid for specific auditorium seats, the auditorium is displayed again by clicking on the "ticket purchase"/"subscription purchase" (jegyvásárlás/bérletvásárlás) icon at the top of the Concerto website, following the selection of the event.

Tickets are available to seats marked in green. Here you can see which seats are available (green) for which there are no tickets/subscriptions available anymore (gray) and which seats you have selected (orange). The displayed floor plan of the auditorium can be adjusted to the desired size using zoom in and out buttons. If decide not to buy tickets/subscription for the selected seats, click on the "back"(vissza) button to restart the process.

If you click on the seats of your choice, they will change to orange, and the ticket/subscription will be placed in your cart. After the ticket is placed in your cart, you have 20 minutes to purchase it. You can add tickets/subscriptions to the cart until the 20 minutes have passed. The tickets/subscription marked on the floor plan of the auditorium and placed in your cart can be cancelled with another click. If you no longer wish to place additional tickets/subscriptions in your cart, click on the "To the Cart" (Kosárhoz) button below the auditorium view. No matter which part of the website you are browsing, by clicking on the cart icon in the top right corner, you can view tickets/subscriptions you have placed in the cart already.

##### 3.2.2. Ticket/subscription purchased based on a first-come, first-served basis

If the auditorium seats are not numbered, and you can take your seat on a first-come, first-served basis, with your ticket/subscription for the event, you can place tickets in



the cart by entering the desired number of tickets. The number of tickets that can be placed in the basket can be capped at a variable rate per venue or event.

### 3.3. Discounts

Concerto is entitled to offer discounts from the ticket/subscription prices. You can enter the discount in the discount window on the "cart" (kosár) interface, after which the system automatically modifies the price of the ticket/subscription. The discount is allocated per ticket or subscription. In all cases, make sure already before you pay that you purchase the tickets/subscriptions at the right price because there is no possibility to receive a refund of the price or to apply discounts after purchase.

### 3.4. Use of the cart

In the cart, you can see the tickets/subscription you have selected. You can see the title of the selected event, its venue, its date and time and the selected seat (or chosen sector, if applicable). In addition to the detailed ticket information, you can see the price of the ticket/subscription, the administration fee and the total sum of the two. Below the ticket/subscription, you can see the total amount to be paid. **Please check your cart carefully before clicking on the payment button. We can neither exchange nor give refund for the tickets you have purchased!** To delete a ticket/subscription from the cart, click on the "X" "delete" icon on the right side of the ticket.

### 3.5. Delivery, receipt of tickets/subscriptions

#### 3.5.1. Tickets purchased on the website

Tickets purchased on Concerto's website [www.concertobudapest.hu](http://www.concertobudapest.hu) cannot be mailed by post.

#### 3.5.2. E-ticket

E-Tickets are delivered via email. **Please, print the PDF file you have been sent for each purchased ticket/subscription.** To open the PDF file, you need to Adobe Reader, which can be downloaded free of charge: <https://get.adobe.com/hu/reader/>

The E-Ticket is an all-around electronic ticket that entitles you to admission. The number sequence and barcode on the E-ticket contains all information relating to your order. With their help, the ticket can be identified, so no other security sign is required. The barcode is checked electronically at the event venue. Please, note that your E-Ticket is valid in itself valid and entitles you to admission.



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**Under no circumstances should you allow an unauthorised person to make a copy of your e-ticket.** Since the barcode reading system does not perceive the difference between a copied and original barcode, it is always the first E-ticket that is accepted as the original ticket. Any additional E-Ticket with the same barcode is considered as a copy, i.e. an invalid ticket/subscription.

### **3.5.3. Receipt of tickets/subscriptions**

E-tickets/subscriptions do not need to be handed over, as they are printed by the Customers themselves. After the on-the-spot verification of the printed ticket/subscription, the Customer is admitted to the event.

## **3.6. Purchase price, payment terms**

**3.6.1.** The purchase price is the price indicated on the tickets and subscriptions and the relevant communication. The prices also include the Value Added Tax given in the applicable legislation. Concerto publishes ticket- and subscription prices for their venues each season, which they are entitled to modify unilaterally.

**3.6.2.** For more information on current ticket/subscription prices, please visit the following information sources: Concerto's website ([www.concertobudapest.hu](http://www.concertobudapest.hu)), Concerto's publications, Concerto's public relations office and third parties selling tickets/subscriptions on behalf of Concerto.

**3.6.3.** In person, the Customer has the option to make the payment of the total amount payable either with cash or with **Erzsébet culture vouchers**. Following the personal purchase process, the Customer will receive a paper ticket/subscription, which they are entitled to use according to the rules of the GT&C.

### **3.6.4. Electronic payment (bank card payment)**

Concerto uses the bankcard payment services of several banks and service providers. The Customer can choose from the available service providers at the time of purchase. The Customer will enter their bank card details on the bank's secure transaction interface. This data cannot be accessed by Concerto.

When entering bank card information, please note the following:

- **Card type:** select your card type from the drop-down menu.
- **Name of the bank issuing the card:** enter the name of the bank issuing the card in the format shown on the card.



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- **Name of card holder:** Enter the personal name of the card holder as it stands on the card.
- **Bank card number:** enter a 16-digit number on the card, without spaces or hyphenation.
- **Expiry date:** the card contains the expiry date in month/year format

**Verification code:** also known as CVC2 or CVV2. Embossed cards (Visa Classic, MasterCard and American Express) always entail a verification code. So do other card types. For this, please see the last 3 digits of the sequence above/below/next to the owner's signature on the back of the card. Please enter the CVC2 code of your card at the time of payment.

The result of the transaction is automatically sent by your bank within 5-10 seconds. Please do not close the browser and do not interrupt the process. The system will send a confirmation email to the email address you specified, showing the parameters of the purchased tickets.

### 3.7. Withdrawal from purchase

You can cancel your purchase without consequences at any time before clicking the "Pay"(Fizetés) button. The Customer is not entitled to exercise their right of withdrawal based on Part 1/I of Section 29 of the Government Decree 45/2014 (26 February) if the ticket/subscription is for an event on a given date (a given day or deadline). In this case, Concerto will not be able to redeem the ticket or refund the value of the purchase (with the exception of the cases listed in Section 6.2. of the GT&C).

Tickets can only be redeemed if the given event is cancelled. Concerto reserves the right to change the scheduled programme and/or participant and/or the date of the event.

For the event that the Customer has purchased a ticket/subscription that is not for a specific time (e.g. tickets/subscriptions to be used any time, etc.), see a detailed description of the related rights in Section 71, and Supplements I and II of the GT&C.

Tickets/subscriptions can solely be purchased on Concerto's website [www.concertobudapest.hu](http://www.concertobudapest.hu); they cannot be reserved or booked. By purchasing the ticket/subscription, Customer buys the tickets/subscriptions. As stated above, the purchase cannot be modified, cancelled or withdrawn for tickets for a specific date and time.



### **3.8. Confirmation of purchase**

Your Concerto system will automatically notify you of your successful purchase in an email entitled "contract confirmation". If you do not receive this confirmation within 1 hour, please do not make another purchase, but call InterTicket Ltd, as a provider of Concerto's computer ticket sales system at **+36 1 266 0000** (select item "0"). InterTicket Ltd. will resend the confirmation email upon request. The successful completion of the purchase does not depend on this confirmation email. A communication failure may also stop you from receiving the confirmation email.

### **3.9. Payment error**

If an error occurred during the payment, please contact InterTicket Ltd at **+36 1 266 0000** (select item "0"). Do not restart the purchase.

### **3.10. Application for an account in the event of a bank card purchase**

For the tickets/subscriptions purchased, an electronic invoice will be automatically issued to the name entered by the Customer, which will be delivered by email. If you would like to request an invoice for a different name or Company, please tick the box "please send the invoice for a different name", and provide the necessary information.

## **4. Customer and visitor rights and obligations**

**4.1.** To view the event, visitors must have a valid ticket/subscription for the given event already at the outset of the event. Visitors are to present their ticket/subscription to the authorised personnel for the purpose of checking its validity.

**4.2.** The pass/subscription that guarantees admission to the event is freely transferable, but the discount applies to the new owner only if they are also entitled to the discount. With the transfer, the GT&C will automatically apply to the new ticket/subscription owner, of which the original owner is obliged to inform the new one before the transfer. In the event of failure to provide such information, the previous owner shall be liable for any consequences.

**4.3.** The ticket or subscription entitles one person to enter the given concert on a one-time basis.

**4.4.** The replacement of a lost, damaged, destroyed ticket is possible for the administration fee of 200 HUF in the Audience Relations Office of Concerto. In the case of a subscription, this administration fee amounts to 500 HUF. Tickets or subscriptions will be replaced only after the identification of the original purchase.



**4.5.** Visitors must be seated in a place corresponding to the seating row and seat number indicated on their ticket/subscription. In case of first-come, first-served productions, seats can be taken in the order of arrival.

**4.6.** Guests arriving late at the event can take a seat only during the intermission.

**4.7.** Concert concerts are open to all visitors at their own risk. Visitors are to use the venue of the event in accordance with their intended purpose and shall protect and handle the facilities, equipment and the building itself in accordance with the regulations.

**4.8.** Concerto is not liable for valuables lost at the event premises.  
Visitors are obliged to use the cloakroom available at the event venue.

**4.9.** Making video or audio-recordings by any means at Concerto events is prohibited. Making or using unauthorised video or audio-recordings will be subject to civil or criminal legal proceedings. If the visitor does not stop recording despite being requested to do so, they may be asked to leave by the auditorium by the surveillance personnel or by the person authorised by Concerto to do so. Due to voluntary or forced departure due to the visitor's own culpability, Concerto is not obliged to refund the price of the ticket/subscription. Should a visitor disturb the event with their behaviour or health issues, Concerto will act as described above.

**4.10.** Do not take objects, food or drink to the event venue that are hazardous to safety and/or disturb the audience

**4.11.** Concerto reserves the right to change the concert programme and/or performer and/or date/time and/or backup venue.

**4.12.** Entitlement to discount (student ID, pensioners' card, etc.) may be checked upon admission at the entrance.

## **5. Available discounts**

**5.1.** The following discounts are available only for the purchase of tickets/subscriptions at the premises of Concerto in Páva utca and can be registered in advance at [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu) by displaying the relevant discount card:

- Discount for the residents of the 9th district: 10%
- Discount for HVG cardholders: 15%
- Discount for student ID: 30%

**5.2.** The discounts cannot be added up or combined with other discounts and are not valid for subscription purchase. Upon purchase in Concerto's central office, cash or Erzsébet culture vouchers- are accepted.



## 6. Procedure for outdoors events/ procedure of ticket refund

**6.1.** In case of outdoor events, Concerto has the possibility to announce a backup venue or a reserve event day for the event of poor weather. Concerto is to indicate the backup venue and date on their tickets/subscriptions, on their website and on their publications.

**6.1.1. If the concert is held at the backup venue:** in case of poor weather, Concerto will notify the audience of the relocation of the event to the backup venue on their website at [www.concertobudapest.hu](http://www.concertobudapest.hu) no later than 2pm on the day of the concert. In this case, the tickets/subscriptions purchased are automatically valid for the given day and the backup venue. No refund is possible for tickets/subscription in this case!

**6.1.2. If the concert takes place on the backup date:** if the announced concert is cancelled for a given date, the tickets/subscriptions are valid for the designated backup date. Cancelled concerts are announced on Concerto's website [www.concertobudapest.hu](http://www.concertobudapest.hu) at the latest by 2 pm on the date of the concert. In this case, it is not possible to have the purchased tickets/subscriptions redeemed. If the event is interrupted on the backup date after the first part due to poor weather, the event is considered to have been held. If the concert announced for a given date gets cancelled on the backup date due to bad weather, the tickets purchased can be redeemed at the venue of the ticket purchase.

**6.2.** Concerto does not refund the tickets/subscription purchased and does not exchange them for another event. The following cases are exempted: cancelled events, extreme - force major - weather situations, verified personal health emergencies.

**6.3.** Concerto will do everything in their power to notify Customers if an event has to be cancelled and to facilitate the redemption of the tickets. At the same time, the Customer acknowledges that in the event of a concert cancellation, the process, location and deadline of the ticket redemption will be determined by Concerto. Information on ticket redemption will be posted on Concerto's website ([www.concertobudapest.hu](http://www.concertobudapest.hu)) Concerto will inform other online/offline sales on the redemption procedure. Redemption is possible within a limited period of seven (7) working days (specified by Concerto) from the date of notification and upon presentation of the original ticket. In addition to the price of the ticket, which the person in charge of the ticket redemption is to redeem at full value, Concerto is not obliged to reimburse any further alleged or real damage or costs.



## 7. Right of withdrawal

**7.1.** Regardless of whether the Customer has purchased the ticket/subscription from a third party, whether in person or online, the cancellation shall be governed by the third party's terms of business/GT&C or by the GT&C of the third party operating the online interface.

**7.2.** If the Customer purchased the ticket/subscription on Concerto's website ([www.concertobudapest.hu](http://www.concertobudapest.hu)), the following rules apply to their withdrawal:

**7.2.1.** Customers are not to exercise the right of withdrawal after the purchase, except in the case described in this section. Concerto will not be able to return or exchange tickets/subscriptions or refund the value of the purchase.

**7.2.2.** You can cancel your purchase without consequences at any time before clicking the "Pay" button . Based on Part (1) (l) of Section 29 of the Government Decree 45/2014. (II.26.)

Customers may not exercise their right of denunciation or withdrawal if the ticket/subscription for the event is valid for a specific time and date (for a given day). In this case, Concerto will not be able to redeem the ticket/subscription or refund the value of the purchase (with the exception of the cases listed in Section 6.2. of the GT&C).

**7.2.3.** In the event that the Customer has purchased a ticket/subscription that is not valid for a given time (e.g. a ticket/subscription that can be used at any time), the rules related to the right of withdrawal and cancellation can be enforced in the following manner:

a) The right of withdrawal and cancellation can be exercised within 14 days of the purchase in the cases described above, with the help of the withdrawal and denunciation declaration template in Supplement I of GT&C or by any other clear statement to that effect.

b) Besides the template in Supplement I attached to the GT&C, in the case of an E-tickets/subscriptions that are not valid for a specific time (e.g. ticket/subscription that can be used any time), the Customer must indicate the code written on the E-ticket/subscription. It must also be stated in the declaration that the ticket/subscription has not been used by the Customer. The ticket /subscription does not need to be returned by post because it is cancelled electronically by the service provider.

c) If the Customer lawfully withdraws from the contract, Concerto shall immediately, and at the latest within 14 days from being informed of the withdrawal, refund the total amount paid by the Customer as remuneration. The return payment will be refunded by Concerto with the same payment method as was used by the Customer.



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e) Further detailed information on the right of withdrawal and denunciation can be found in Supplement II of the GT&C.

## **8. Privacy and newsletter**

**8.1.** Before you provide your personal information, please consult Concerto's Privacy Policy, which you can find on the side footer of [www.concertobudapest.hu](http://www.concertobudapest.hu) and in Supplement IV of the GT&C.

**8.2.** Concerto handles the personal data acquired in the course of the sales procedure as defined in the Privacy Policy, which is based on the legal basis of Act CXII of 2011 on Informational Self-Determination and Freedom of Information ("Privacy Act") and Regulation No 2016/679 of the European Parliament and of the Council (EU) (27.04.2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Regulation (EC) No 95/46/EC (General Data Protection Regulation) and on other legislation governing data management.

**8.3.** In the event of ticket/subscription purchase, the Customer is obliged to provide their personal information.

Concerto excludes liability for damage caused by the provision of false, incorrect data or email addresses during the purchase.

**8.4.** If the Customer subscribes to Concerto's newsletter, they acknowledge that Concerto will send them a newsletter at a frequency of their own accord, but no more than four times a month. The use of the data for this purpose and the sending of the newsletter may be prohibited at any time by the Customer by unsubscribing.

## **9. Trademarks and copyrights appearing on the website**

The information, documents and other materials available on the website and in Concerto's publications are protected by copyright. The rights related are reserved for Concerto and the respective rightsholders. The information, documents and other materials available on the website and in Concerto's publications may not be used, copied, distributed or published by third parties without the express prior written consent of Concerto or the respective rightsholders.

## **10. Complaint handling**

**10.1.** The Customer can communicate comments, complaints and problems relating to the sale of tickets and subscriptions at the email address [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu). Emails are processed only on weekdays between 9 am and 4 pm.



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Concerto shall immediately investigate oral complaints and, if possible, immediately remedy them. If the Customer disagrees with the handling of the complaint or if it is not possible to investigate the complaint immediately, Concerto shall immediately log the complaint and their position on it and send a copy thereof to the Customer at the latest at the same time as the relevant reply.

**10.2.** Written complaints shall be answered in writing by Concerto within 30 days of receipt and sent to the Customer, primarily to the email address provided by the Customer. Rejections of the complaint must be justified by Concerto. In case of the rejection of the complaint, Concerto shall inform the Customer in writing of which authority or conciliation body may initiate proceedings with their complaint, according to the nature of the complaint. The postal address of the relevant authority or of the conciliation body corresponding to the seat Concerto shall be provided.

## **11. Public Relations Information**

Concerto Academy Non-profit Limited Liability Company

1094 Budapest, Páva utca 10-12. Phone: +36-1-215-5770

email: [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu)

[www.concertobudapest.hu](http://www.concertobudapest.hu)

You can make pre-arranged appointments with our public relations office in advance by phone.



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fax: +36 1 215 5462  
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## Supplement I

### ***Withdrawal/denunciation declaration template***

***(Please complete and return this form only if you wish to withdraw from the contract and if you have purchased a ticket that is not valid for a specific time and date).***

Addressee: Concerto Akadémia Non-profit Limited Liability Company

1094 Budapest, Páva utca 10-12.

[jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu)

I/we, the undersigned, declare that I exercise my right of withdrawal/denunciation with regards to the purchase of the following product/s or service provision contract for the following services:

Date of conclusion of the contract /date of receipt:

The code of the electronic ticket *(only if the ticket has been purchased.):*

I declare under my criminal responsibility that the ticket has not been used. *(Only if tickets have been purchased.)*

Name of consumer(s) :

Address of consumer(s) :

Signature of consumer(s): (only in the case of a declaration made on paper)

Date:



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## Supplement II

### Information on withdrawal/denunciation

#### 1. Right of withdrawal/denunciation

If you have purchased a ticket/subscription that is not valid for a specific time (e.g. a ticket/subscription that can be used at any time), you are entitled to withdraw from this contract without justification within 14 days. In the case of tickets/subscription, the withdrawal/notice period expires 14 days after the date of conclusion of the contract.

If you wish to exercise your right of withdrawal/denunciation, please send a clear statement of your intention to withdraw (e.g. by post, fax or email) to: Concerto Akadémia Non-profit Ltd, seat: 1094 Budapest, Páva u. 10-12. Phone:+3612155770, email: [jegy@concertobudapest.hu](mailto:jegy@concertobudapest.hu)

For this purpose, you may use the withdrawal/denunciation declaration template that can be found in Supplement I. You will exercise your right of withdrawal/denunciation within the time limit if you send your withdrawal/denunciation declaration before the expiry of the time limit specified above.

#### Legal effects of withdrawal/denunciation

If you withdraw from the contract, we will refund all remuneration you have paid without delay, but at the latest within 14 days of receipt of your withdrawal. We will use the same method of payment as used in the original transaction unless you have expressly given your consent to our using another method of payment; you will not be charged any additional costs as a result of the use of this refund method.



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## Supplement III

### Information on implied liability and product liability

#### 1. Implied liability

*In what case can you exercise your right to implied liability?*

In the event of a faulty performance of Concerto, you may enforce a claim of implied liability against Concerto in accordance with the provisions of the Civil Code.

*What rights do you have based on your claim for implied liability?*

You may, at your choice, make the following implied liability claims:

You may ask for repair or replacement unless it is impossible to meet any of these claims or would imply further expenses disproportionate to Concerto's other claims. If you have not asked for repair or replacement, you can claim a proportionate delivery of the remuneration or you can correct the error at the expense of the Company, or you can have it repaired or, as last resource, you can withdraw from the contract. You may also switch from your choice of implied liability to another, but the cost of the transfer will be charged on you unless it is justified or the Company is in charge of causing it.

*What is the deadline for you to validate your claims for implied liability?*

You must send a notification of the error immediately after it has been discovered, but no later than two months after the error has been discovered. At the same time, we would like to point out that, beyond the limitation period of two years from the date of performance of the contract, you are no longer entitled to exercise your right of implied liability.

*Against whom can you enforce your claims for implied liability against?*

You can enforce your claim of implied liability against Concerto.

*What are the other conditions for your enforcing your rights to implied liability?*

Within six months of delivery, there are no other conditions for enforcing your claim for implied liability other than the notification of the failure if you verify that the product or service was provided by Concerto. However, after six months from the date of delivery, you are obliged to prove that the defect you have detected was already present at the time of delivery.



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## 2. Product liability

*In what case can you exercise your right to product liability?*

In the event of a defect in a movable property (product), you may, at your choice, enforce an implied or product liability claim.

*What rights do you have based on your claim for product liability?*

As a product liability claim, you may only request the repair or replacement of the defective product.

*In what case is the product considered defective?*

The product is defective if it does not meet the quality requirements in force when it is placed on the market or if it does not have the characteristics described by the manufacturer.

*What is the deadline for you to validate your claims for product liability?*

You can claim product liability within two years of the manufacturer placing the product on the market. After that period, you shall lose your entitlement.

*To whom and under what other conditions can you claim product liability?*

You may only exercise your product liability claim against the manufacturer or distributor of the movable item. You must prove that the product is defective in case of a product liability claim.

*In what cases is the manufacturer (distributor) exempted from product liability?*

The manufacturer (distributor) shall be exempted from product liability only if he can prove that:

- the product was not manufactured or placed on the market in the course of a non-business activity, or
- the error was not recognisable at the time of placing the product on the market according to the current state of science and technology, or
- the defect in the product is due to the application of a law or a mandatory regulatory requirement.



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

Please note that due to the same error, you cannot claim product liability and implied liability simultaneously and at the same time. In the event of the effective enforcement of your product liability claim, however, you can enforce your claim for implied liability against the manufacturer with regards to the replaced product or repaired part.



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