

TERMS AND CONDITIONS

Electronic commerce



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1. ESSENTIAL TERMS:

1.1. About the provider

Company name: Magyar Szőlő- és Borkultúra Nonprofit Kft.

Representation: Zoltán Zilai

Company address: 1124 Budapest, Somorjai u. 21.

Tax number: 20324263-2-43

EU tax number: HU 20324263

Registration number: 01-09-919774

Future reference: Provider

1.2. Provider's contact information

Office and mailing address: 1124 Budapest, Somorjai u. 21.

Phone: +36 1 203-8507

Mobile hotline: +36 20/220-6442

Fax: +36 1 700-1610

E-mail: info@borkulturakft.com

Website(s): <https://borkulturakft.hu>; <https://aborfesztival.hu>; <https://rosalia.hu>; <https://vinagora.hu>;
<https://tickets.borkulturakft.hu>; <https://vinagora.winecompass.hu>; <https://www.winecompass.hu>

Availability of customer service: in business hours from 9 AM to 3 PM (except for Friday: 9 AM to 1 PM). The mobile hotline can only be reached during the opening hours of events.

1.3. Customer

Customer uses Provider's official website(s) (<https://borkulturakft.hu>; <https://aborfesztival.hu>; <https://rosalia.hu>; <https://vinagora.hu>; <https://tickets.borkulturakft.hu>; <https://vinagora.winecompass.hu>; <https://www.winecompass.hu>) to purchase goods or services, and accepts the terms and conditions.

Customer shall provide all the necessary details of the purchase by filling in an online shopping form on the website. Provider is responsible for fulfilling the order and issuing an invoice accordingly. After signing in, Customer can check/modify customer data. Problems of shipment caused by incorrect data provided by the Customer are in no way the Provider's responsibility. Provider has a right to cancel incorrect and false accounts, and in case it is needed, ask for identity verification.

2. THE MAIN OBJECT OF TERMS AND CONDITIONS, NORMATIVE LEGISLATION

The Terms and Conditions (T&C) defines the general conditions of an agreement between Provider and Customer. Regarding questions that remain unregulated by this document, please take a look at the all-time operative legislations and official regulations related to Provider's business activity, with special regard to the detailed contract rules between businesses and Customers available under Government Decree (future reference: decree) nr. 45/2014. (II.26), as well as the Hungarian Civil Rights Act. These regulations are authoritative without any further provision.

2.1. Accepting the Terms and Conditions

Accepting the Terms and Conditions is required before proceeding with the purchase. Customer shall agree to abide by the Terms and Conditions in order to use the offered service.

2.2. Application of Terms and Conditions

Provider maintains the right to partially or completely revise the Terms and Conditions at any time. T&C and its revision become operative in the moment of publication. T&C remains operative until Provider ensures the service. T&C is valid indefinitely from 1 January, 2020.

Regulations might differ from that of the current Terms and Conditions' in case of services such as wine competitions which are regulated by ad hoc agreements.

3. PRODUCTS

Regarding a chosen event, Customer can find all necessary information on the website operated by the Provider. Transaction items (products) are entrance tickets to events, passes, and in case of wine competitions, related services.

4. PRICES

The prices of products quoted on the website are gross prices without a discount, with a 27% VAT included.

5. CREATING AND FULFILLING THE CONTRACT

5.1. Placing an order online

Signing in is obligatory when ordering tickets and passes. By signing in, Customer provides a contact e-mail address and all the information the invoice should contain. To access services related to wine competitions, the user is required to register by filling out a given form.

Under „Tickets” the Customer can choose the quantity of a given product before finalizing the order. The order will be finalized once the Customer approves it, accepts the current Terms & Conditions, and fulfils the payment according to the below rules. If the Customer's order is verified in an e-mail by the Provider with the chosen product(s) attached, the contractual agreement has been established.

If the contract wasn't established through the website but via e-mail – for example, in case of wine competitions –, partners shall follow the current conditions accordingly.

5.2. Payment terms

In case of online orders, Customer shall pay for the ordered services online via debit card during the ordering process. Provider guarantees that the money won't be taken from Customer's account until the payment is confirmed on the online surface. Considering orders placed on the internet - online surface (services related to wine competitions), payment must be fulfilled after the written confirmation is received, as stated in the written agreement, via bank transfer (if possible), cash or debit card.

5.3. Invoice

Provider issues an invoice after each purchased ticket or pass. When a purchase is completed, Provider sends an invoice in an e-mail to the address previously given by the Customer. Customer accepts that no changes can be made to the invoice afterwards.

Provider kindly asks its partners to note that remote invoices aren't considered electronic invoices, and as they aren't suitable for electronic storing, they must be printed. According to the regulations of VAT Code 168/A § (1) a remote invoice is only valid when printed, with reference to VAT Code 179 § (2) that states it is not suitable for electronic storing. Remote invoices are equal to paper invoices! Remote invoices are valid without signature and seal. To open the file, use a PDF document reader software (Adobe Reader). Please note that owning an invoice doesn't give you the right to enter an event. Regarding wine competitions, the conditions of issuing the invoice depend on the agreement between the partners.

5.4. Receiving the product

Customer receives an electronic ticket or voucher at the end of the purchase. The electronic voucher can't be used as a ticket; it must be exchanged for a ticket or pass at assigned cashiers at the event venue. In case of a wine competition, the fulfilment of the service depends on the agreement between the partners.

5.5. Contract management

Contracts (order and confirmation) are stored in the Provider's online system, order-related confirmations and issued invoices are kept according to the requirements of relevant regulations. Customer can store the confirmation and invoice received through e-mail.

6. RIGHTS AND RESPONSIBILITIES

6.1. Provider's liability and responsibilities

6.1.1. The service Provider shall continuously provide service for the Customer in return for the fulfilment of its payment obligation. Provider, as the organizer of events, does not bear any responsibility for the unavoidable actions of participants or the Customer's behaviour, with special regard to violating the rules of alcohol consumption.

6.1.2. Provider does not bear any responsibility for damage caused by vis maior conditions including natural occurrences, or problems unrelated to the Provider's main activity that arise during the event.

6.1.3. Provider reserves the right to change prices. Provider shall not be liable for any problems or errors on the website. Prices include public charges as well as the general sales tax (VAT).

6.1.4. Provider stores customer data in order to fulfil orders/purchases and to later prove that all conditions of the agreement were met, but does not have the right to hand it over to a third party neither for marketing or other purposes - without the agreement of the customer. Provider manages customer data according to the relevant regulations, considering the data management conditions defined by the attachment of the Terms and Conditions.

6.1.5. Handling customer feedback and issues

Regarding issues, Customer can contact the Provider on multiple channels: mobile customer care or info@borkulturakft.com. Provider shall investigate matters within a time frame of thirty (30) days and inform the Customer via the channel it was contacted. Provider keeps record of complaints. If responsible, Provider shall immediately take action to correct any error declared by the Customer.

Provider's supervision: Budapest, District XII's municipal notary.

Customer has the right to settle a complaint out of court with the assistance of an impartial dispute resolution body (conciliation board) with an attempt to reach an agreement or decision. Resolving customer disputes this way is easier, faster, and less expensive than going to court.

The procedure will be carried out by the conciliation board located closest to the Customer's home, place of residence, or the registered office of the company involved in the customer dispute or of the authority that represents it. If requested by the customer, the procedure's location can be replaced to be handled by another conciliation board.

Considering the company's registered office, the name and postal address of the competent conciliation body is:

Budapesti Békéltető Testület
1016 Budapest, Krisztina krt. 99.

Provider informs Customer that it does not own a code of conduct against customers regarding the prohibition of unfair commercial practices.

6.1.6. Limits of Provider liability

Provider and its IT contributor shall not be liable for damages - except for the ones required by the law -, including unlimited direct or indirect, special or consequential loss related to the service and the operation/ errors of the website that makes it available, not even if the possible damage and additional costs were previously brought to the attention of the Customer. Provider's responsibility is limited to damages resulting from the defective performance of service up to the value of the supplied products.

6.2. Customer rights and responsibilities

6.2.1. Customer shall provide relevant information in an online login form before entering the payment surface in order to avoid future errors and misunderstandings.

6.2.2. Provider does not bear any responsibility for delivery problems, damages and additional costs caused by wrong information provided by the Customer.

6.2.3. Customer is obliged to pay the price of the product/service according to the previously agreed payment method (paying by debit card). Customer may only choose a different payment method with prior consent from the Provider. In case Customer does not settle the payment, the ordered service will be automatically deleted from the system, and Provider can enforce its claims towards the Customer regarding the failed transaction.

6.2.4. Customer's right of withdrawal

Provider isn't in a position to redeem a ticket or pay back its price. Based on the present set of conditions, by completing the purchase, Customer agrees that Provider can consider the order process finished and valid (in case of self-printed and tickets & passes received in person). As regulated in Government Decree 45/2014. (II.26) section 1 of paragraph 1, Customer does not have the right of withdrawal, given that the leisure activity service is valid for a specific date and time period.

6.3. Online paying system

6.3.1. Debit card transactions are made in accordance with the applicable legal and banking regulations through a website using encrypted software, this way keeping customer information secure on the internet. Queries and comments regarding payment are handled by the Provider's Customer Service.

6.3.2. Provider stores customer data generated and received during the ordering process and may only use the cardholder or Customer's name for the purpose of fulfilling the transaction previously authorized by the Customer. Provider does not have any other data generated during the process.

6.3.3. Provider shall not be liable for any damage resulting from the Customer handing its password (either intentionally or by fault) to a third party. Customer understands that after completing an order, withdrawal is not an option. Provider shall not be liable for damage resulting from a wrongly placed order or incorrect data provided by the Customer and can't be obligated to give refunds. The Customer must take responsibility for the above mentioned problems.

6.3.4. If Customer initiated the payment of an amount that is higher than that of the ordered service, Customer shall contact Provider via e-mail (penzugy@borkulturakft.com). The letter must include the amount of the overpayment, as well as the time of the purchase and the transaction number. Provider shall investigate the case of overpayment within fifteen (15) days and if the claim proves to be justified, Provider shall initiate a

refund. Provider shall inform Customer about the outcome of the investigation in a written form via e-mail (through the e-mail address given during the transaction). In case Customer has initiated a payment of an amount that is lower than that of the ordered service, Provider will notify Customer in a written form via e-mail (through the e-mail address given during the transaction) regarding the detected difference, the claimed amount, and the ways of settling the payment. If the payment won't be settled within eight (8) days, Provider shall cancel the requested service and refund the already paid amount (after subtracting the transaction cost and any further contractual claim) within fifteen (15) days.

6.3.5. Payment methods (debit and credit cards): VISA, VISA ELECTRON, MASTERCARD, MAESTRO, AMERICAN EXPRESS

6.3.6. The payment currency defined by the provider is Forint (HUF). Regarding services related to wine competitions, the terms of payment shall be determined by an agreement between the parties.

7. DATA PROTECTION

Privacy policy

We inform our dear customers and visitors of the website that data is provided voluntarily. Their personal data is processed by Magyar Szőlő- és Borkultúra Nonprofit Kft. (registered office: 1124 Budapest, Somorjai utca 21. Registration number: 01-09-919774). Customer data will be used only for the purpose of the ordered service and to inform customers on ongoing promotions. Data management is unlimited in time. Customer has the right to ask for information regarding the ways of data management and can ask for their modification or termination.

Data management registration number: NAIH-142559/2018.

Please be advised that your personal information provided on our website will be handled as confidential in accordance with the applicable data protection regulations. We store data only for specified and lawful purposes, making sure they are securely stored in order to prevent unauthorized access, alteration or distribution. We do not pass customer information to a third party. Data was either recorded in connection with registration to events organized by Magyar Szőlő- és Borkultúra Nonprofit Kft. or when you signed up for our newsletter. Please find the guidelines below that apply when you provide personal information when visiting our sites. We protect our clients' information on the internet with the same caution and care as we do anytime when you contact us. By using our websites you agree to the use of cookies. Find out more about cookies below.

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Terms of use

By accessing our website (<https://borkulturakft.hu>; <https://aborfesztival.hu>; <https://rosalia.hu>; <https://vinagora.hu>; <https://tickets.borkulturakft.hu>; <https://vinagora.winecompass.hu>; <https://www.winecompass.hu>) or its subpages, you accept the below terms of use even if you aren't a registered user: content you find on the listed websites is the intellectual property of Magyar Szőlő- és Borkultúra Nonprofit Kft. Using and publishing any written or visual (photo) content is prohibited even in a modified form, without reference to the source. Unauthorized use can have very serious consequences in the form of a criminal or civil case. Magyar Szőlő- és Borkultúra Nonprofit Kft. may demand the termination of the infringement and compensation for its damage. If you would like to promote our events, please get in contact with us.

Cookies

We use cookies to optimize site functionality and give you the best possible experience. Cookies are used by a lot of websites to collect information and follow the user's surfing. By continuing to browse the site, you agree to our use of cookies.

What is a cookie?

A cookie is a small piece of data sent from a website while the user is browsing, stored on the user's computer or other device. Cookies were designed to remember information about user behaviour and make the use of the website easier. Cookies do not collect data stored on your computer or in your files.

Cookies can be temporary or persistent. Persistent cookies are stored by the browser for a given date unless the user deletes them before. Temporary cookies aren't stored by the browser; they automatically get deleted once the browser is closed.

What types of cookies do we use and for what purpose?

Currently we use Google Analytics cookies.

Performance cookies (analytics)

Google Analytics cookies help gather information on the behaviour and characteristics of the user. This helps making the website more practical and easy to use. These cookies are not able to identify you, for example they do not record your name or e-mail address; they store data aggregated and anonymous. The IP address is only partially recorded.

Further information:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

When visiting certain landing pages, we may place third-party cookies, such as Google AdWords or Conversion Tracking, on the user's device. This way we are capable of measuring the success of our campaigns. Information that would make the identification of the user possible isn't stored in these cookies.

While surfing on the internet, you might come across the following cookies

Persistent or temporary cookies

Some websites use the so called „temporary cookies” (session cookies) as well as „persistent cookies”. Temporary cookies only remain on your computer until you leave the website. Persistent cookies might be stored for a longer period of time (depending on the settings of your computer), or until you manually delete them.

Session cookies

Session cookies are only stored temporarily in a browser's memory, so once a user closes their browser, they disappear. Session cookies are essential for navigating on the website and for the proper functioning as well. In no case do session cookies collect information about you that could identify you.

Targeting or advertising cookies

Targeting or advertising cookies collect information about the interest of the user. These cookies help measuring the efficiency of a campaign and by using them, it is ensured that the user will come across advertisements relevant to its interest. They do not identify you or collect personal data needed for your identification.

Functional cookies

Functional cookies record data the user provided (by filling forms, and so on). These cookies only track user activity on a given website. They might store personal information including your name, e-mail address, phone number, and so on.

Third-party cookies

Some websites might use external services from a third party. They are created by domains other than the one you are visiting directly, hence the provider has no control over the means of information storing.

Managing, enabling and disabling cookies

Browser settings

It is possible to change the settings of cookies in your browser. Most browsers are set to automatically accept cookies with the possibility of future modification. The below websites will help you in case you need assistance:

- Google Chrome
- Firefox
- Microsoft Internet Explorer
- Safari

Even though it is possible to limit or disable the use of cookies, we kindly ask you to be deliberate as the use of cookies is essential for the proper operation of our website. Disabling them would influence given functions and could possibly ruin the browsing experience.

Disabling anonymous Google Analytics cookies

In order to prevent Google Analytics cookies from collecting information on you, use the Google Analytics plugin. Find further information here:

<http://www.google.com/intl/hu/policies/technologies/ads/>

Cookies can be blocked on Google services too, to do so, visit Google's advertisement-related site:

<http://www.google.com/intl/hu/policies/technologies/ads/>

To manage Google-information stored on the user's computer, visit the following website:

<https://www.google.com/settings/ads/preferences/>

Read more about Google's privacy policy here:

<https://support.google.com/analytics/answer/6004245>

Social media buttons

Our website uses „social media buttons” which make it possible for users to share or bookmark a given page. These hyperlink buttons redirect you to social media sites, independent from our websites, which might collect information about user activity on the website. Would you be interested in how these sites use information regarding you, or you would like to block/delete these types of data, please read the terms and conditions and privacy policy of the websites in question.

How do I cancel my approval?

The validity of the approval might expire after a given time. If you want to cancel your approval, you can do so in your browser’s cookie settings anytime.

Further information on cookies

For further information on cookies, please check the following websites:

<http://www.youronlinechoices.com/hu/>

<http://www.allaboutcookies.org/>

<http://cookiepedia.co.uk/cookie-laws-across-europe>

Google Analytics Cookies:

<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

<http://www.google.com/intl/en/policies/privacy/>

This cookie policy is an integral part of the website’s privacy policy.



borkult

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