

General Terms and Conditions

This document contains the General Terms and Conditions (hereinafter referred to as the "GTC") for the purchasers (hereinafter referred to as "**Customer**") of tickets, products and services sold through the website: https://in.registerbudapest10k.com/budapest10k_massrace (hereinafter referred to as the "**Website**") by **Budapest 2023 Nonprofit Zrt. Kft.**, as the **service provider** (hereinafter referred to as the "**Service Provider**").

These GTC contain the terms and conditions of purchase of all tickets and services that the Customer may purchase through the Website.

The technical information necessary for the use of the Website, which is not included in these GTC, is provided by other information sections available on the Website.

The language of the contract is Hungarian and the contract does not constitute a written contract, it is not filed by the Service Provider, so it is not accessible in arrears and cannot be viewed, not including the order data.

The Service Provider is not subject to any Code of Conduct.

1. Service provider details

Name: Budapest 2023 Atlétikai Világbajnokság Szervező Nonprofit Zártkörűen Működő Részvénytársaság

Registered seat: H-1117 Budapest, Dombóvári út 27. 2. em.

Company registration number: 01 10 140956

Registration body: Metropolitan Court of Budapest

Tax number: 28745288-2-43

Financial institution holding the account: Hungarian State Treasury

Account number: 10023002-00003342-01010017

E-mail address: massrace@wabudapest23.hu

The Service Provider utilizes multiple hosting services in order to deliver the Service, ensuring that if a particular server becomes inaccessible, it does not lead to the complete shutdown of the service.

1) The server room for the budapest10k.hu information page and the start lists and final results lists is provided by Magyar Hosting - Websupport Magyarország Kft. (1132 Budapest, Victor Hugo u. 18-22.).

2) The registration form and other related pages can be accessed by contacting: Njuko SAS - 65 avenue de Bayonne - Espace Agoretta - Lot 205 - 64210 BIDART, bonjour@njuko.com.

2. Subject of the service

The Service Provider is engaged in the organization of sporting and leisure events, in the framework of which it provides the opportunity to submit an entry for the Mass Race event (hereinafter referred to as the Event or Competition) it organizes and to purchase additional services and products related to the Event.

3. General rules for using the website

3.1. Registration, Entry for the event

All content on the Website is available to any Customer without registration, but registration is required to enter or make a purchase. Only natural persons can register.

To register, the Customer has to click on the "Register Online" button on the Website, which will navigate the Customer to the registration page. Here, by filling in the registration page, the Customer will be asked to provide the requested registration details (the information marked with an asterisk is mandatory).

During the registration process, the Customer must also accept the Privacy Notice and the present GTC.

The registration process starts with the Customer providing his/her personal and competition-related data and is finalized on the payment page, upon successful online payment. The Service Provider will then send a confirmation to the e-mail address provided by the Customer.

If the Service Provider has also defined separate Terms and Conditions for a given event, acceptance of these Terms and Conditions is also mandatory, and the separate Terms and Conditions and the GTC together constitute the contract between the parties.

If the Customer wishes to include an additional Registration, it is possible to do so before the direct payment.

The Customer can pay for the ticket or product to be purchased by credit card. Payment by credit card is made through the Stripe payment system.

There is no minimum age to participate in the Event, however, all Competitors under the age of 18 must fill in and accept a parental consent form online.

3.2. Coupons

The Service Provider creates coupons that offer discounts applicable during purchases and allow for free registration.

They can be redeemed before starting the payment process. Once the payment is completed, it is not possible to make any subsequent redemptions.

Redeeming coupons

On the payment page, enter the code that entitles you to the discount in the "Discount code" field, then click on the "Use code" button to validate. If the validation was successful, the amount in the cart will be indicated with the discounted price.

3.3. Correcting data entry errors

At any stage of the order and until the order is sent to the Service Provider, the Customer has the opportunity to correct data entry errors on the Website by modifying the order. During the ordering process, a countdown timer at the top of the page indicates the time remaining until the order is placed.

If the Customer has finalized his/her order and discovers an error in the data provided, he/she must initiate a modification of his/her order as soon as possible. It is possible to make a partial change to an incorrect order, by the deadline specified in the competition information, by logging into the entry

profile, which requires the registration e-mail address and the reservation reference number. After the order has been placed, it is not possible to change the event/distance.

3.4. Confirmation

The Service Provider processes the orders automatically and confirms the acceptance of the order and the conclusion of the contract to the Customer by e-mail notification.

The confirmation e-mail from the Service Provider constitutes acceptance of the offer made by the Customer, which creates a valid contract between the Service Provider and the Customer.

If the Customer has already sent his/her order to the Service Provider and notices an error in the data contained in the confirmation e-mail, he/she must notify the Service Provider within 1 day if the incorrect data to be corrected is not accessible to him/her.

The order shall be deemed to be a contract concluded by electronic means, which shall be governed by Act V of 2013 on the Civil Code, Act CVIII of 2001 on certain issues of electronic commerce activities and information society services. The contract is subject to Government Decree No. 45/2014 (II.26.) on the detailed rules of contracts concluded between consumers and business operations.

3.5. Transfer and modification of entries

If a Contestant has registered for an Event but is unable to participate, he/she has the option to transfer race numbers between persons by modifying the data in the system until midnight 16 August 2023. If you are unable to participate and do not transfer your entry, the Service Provider will not be able to refund the entry fee or cancel the entry.

The Contestant may not change the name at his/her own discretion. If the transfer of the race number is accompanied by a name change, please send an e-mail by the deadline to info@budapest10k.hu with your reservation reference number.

It is not possible to change the distance.

4. Sales abroad

The Service Provider does not distinguish between customers inside and outside Hungary in its sales.

Purchases made outside Hungary are also subject to the provisions of these GTC together with the provisions of the relevant Regulation 2018/302/EU.

The language of communication and purchase in foreign sales is English, the Service Provider is not obliged to communicate with the Customer in the language of the Customer's Member State.

The Service Provider is not obliged to comply with or inform the Customer of any non-contractual requirements, such as labelling or sector-specific requirements, laid down in the national law of the Customer's Member State in relation to the product or service purchased.

The Service Provider applies the Hungarian VAT rate for all Services.

The Customer may exercise his/her rights in accordance with these GTC.

Payment is made in the currency specified by the Service Provider,

The Service Provider may withhold the provision of the service until it is satisfied that the price of the service has been successfully paid using the electronic payment solution (including in the case

where, in the case of a service paid by bank transfer, the Customer transfers the purchase price in the currency of his/her Member State and the Service Provider does not receive the full amount of the purchase price due to the conversion and bank commissions and costs). If the price of the Service has not been paid in full, the Service Provider may request the Customer to supplement the purchase price.

5. On-site entry

It is not possible to register at the venue for the given event. The Service Provider reserves the right to modify this at a later date if the number of entrants has not reached the specified limit.

6. Fees and discounts

The online system available through the Website includes the following fees:

- 2023m: 2.000,- HUF
- 10km: 5.000,- HUF

The Service Provider reserves the right to offer free or discounted entries to its partners and sponsors.

7. Customer rights

Participation in the events is permitted only after the entry fee has been paid by either the Customer or, if the Customer and the contestant are different individuals, the person present at the Event.

The Customer and the person present at the event are hereinafter collectively referred to as: Contestant.

Payment of the entry fee entitles the Contestant to the items specified in the "content of the entry fee" section of the Event Information for the relevant event.

Only Contestants who accept the Terms and Conditions set out in the GTC, the Privacy Notice and the Event Information may compete in the Events, after registration and payment of the entry fee.

8. Competition Rules and Rules of the Event

Event information is available at www.budapest10k.hu.

Any advertising and marketing activities in the entire Event venue and on the route may only be carried out with the prior written permission of the Service Provider!

9. The Service Provider's liability in relation to Events

The Service Provider is obliged to manage the confirmed entries for the given Event, to organize the Events, to provide other services related to the Events in accordance with the information and other notices and proposals provided in these GTC.

The Service Provider does not provide any safety deposit services at Events.

If the Event is cancelled, the Service Provider, as the organizer of the program, will make individual arrangements for refund and compensation procedures.

The Supplier does not allow the resale of entries. If the Service Provider detects a resale, it is entitled to terminate the previously concluded contract with immediate effect and to cancel the tickets.

The Service Provider is not liable:

- for the consequence of an external circumstance beyond its control (outside its scope of control), which cannot be reasonably avoided - not including conduct for which a third party is liable -, which it did not foresee at the time of the conclusion of the contract and could not reasonably have foreseen (hereinafter "Force Majeure"), and is therefore forced to withdraw from the contract, thereby causing potential damage to the Contestant. Any additional costs incurred for these reasons shall be borne by the Contestant,
- for any damages resulting from the fact that the Contestant's state of health would not have allowed him/her to participate in the Event,
- if the Contestant is not allowed to enter to the venue of the Event for security reasons or for reasons in the Contestant's interest. This could be the case, for example, if he/she shows up at the Event venue in an illuminated state, which would make him/her a danger to himself/herself and others.

The Service Provider reserves the right to unilaterally change the start date of the Event. In case of a change of date, the Contestant will be notified before the original date of the Event. If the Contestant is unable to attend the Event on the revised date, the Contestant may withdraw from participating in the Event. (See. Withdrawal conditions)

The maximum extent of the Service Provider's liability for damages resulting from the non-performance or defective performance of the contract is limited to twice the amount of the service fee or the participation fee, and the Contestant acknowledges this.

10. Responsibility of the Contestant

Contestants are obliged to accept the services and pay the participation/service fee.

The Contestant is directly liable for any damage caused by him/her to a third party. Contestant must comply with the terms and conditions set out in the Event Information.

By purchasing the service, the Contestant declares and accepts that he/she participates in the events at his/her own risk. By entering, he/she acknowledges that he/she is in good physical and health condition. He/she regularly checks his/her condition with a doctor and is fit and healthy for the event. If he/she is sick, has a fever, is hungry, is vomiting or has diarrhea, he/she will not participate in the Events.

In order to efficiently and quickly resolve any health issues that may arise during the Event, it is essential that all Contestants fill in the health section on the back of their race number.

The Contestant acknowledges that the Service Provider shall not be liable for any injuries or health problems resulting from poor fitness, inadequate preparation, hidden illnesses. If the Contestant suffers any damage at the Event, such as injury or having to forfeit the Competition, or if his/her participation in the Event is cancelled, the Contestant shall not have any claim or demand against the Service Provider.

Contestant agrees to be examined by a sports doctor if necessary and accepts the instructions of the doctors of the Event.

For individual Contestants (if determined by the medical staff) - Contestants who exceed the individual level time will have their race number and timing chip removed for safety reasons and will not be allowed to continue.

Contestant agrees that he/she may be featured in film and image materials of the Events and their use for advertising purposes (e.g. billboard, internet, etc.) and he/she shall not seek compensation for this.

The Contestant agrees that his/her data (entered event, name, date of birth/year of birth, gender, place of residence - if provided) may be included in the public start and results lists. Start lists will no longer be available after the week following the Event, results lists will be available online for one week after the Event ends, after which they will be archived.

The Contestant acknowledges that a Contestant may be disqualified if he/she fails to complete the full distance of the Event as designated by the Event organizers, if he/she wears his/her race number folded, covered or not pinned to the chest, or if he/she uses a bicycle/skates/scooter or other assistance.

Contestant accepts that the Service Provider shall not be liable for any problems resulting from incomplete or inaccurate entries (e.g. not being included in the results list or the list of prize winners, etc.).

11. The Customer's rights of cancellation and warranty

11.1. Right of termination for registration and related services

In the case of services sold on the Website, all Customers are entitled to a warranty for material defects.

In connection with the entry and related services, the Customer who is a consumer shall not have the right to terminate the contract pursuant to Section 29 (1) I) of Government Decree 45/2014.

According to the legislation referred to, there is no possibility of termination of a contract for the provision of services related to leisure activities if a deadline or period for performance has been set in the contract.

11.2. Procedure to be followed if the Event is cancelled

The Contestant acknowledges that if the Event is not held and the Organizer announces the cancellation of the Event, the following procedure will apply:

- 100% of the entry fee paid will be refunded.

11.3. Procedure to be followed in the event of stormy weather

In the event of stormy weather, the Organizer may suspend the Event temporarily or permanently at any time and restart it afterwards. In the case of a Suspended Competition, it will not set an additional date.

In the event of stormy weather, if the Event has to be permanently suspended, the Contestant will not be entitled to a refund of the entry fee.

12. Law enforcement options

12.1. Where, when and how to lodge a complaint

Contestants may exercise their objections to the Service or the Service Provider's activities through the contact details indicated in point 1.

The Service Provider shall, if it has the opportunity, remedy the oral complaint immediately. If it is not possible to remedy the verbal complaint immediately, due to the nature of the complaint, or if the Contestant does not agree with the handling of the complaint, the Service Provider will record the complaint and send a substantive response within 30 days.

The Service Provider shall provide a substantive reply to the written complaint within 30 days. For the purposes of this contract, action means responding to an electronic mailing address or sending the reply by mail.

If the complaint is rejected, the Service Provider shall inform the Contestant of the reasons for the rejection.

12.2. Other law enforcement options

In the event that any dispute between the Service Provider and the Contestant is not resolved in negotiations with the Service Provider, the Contestant shall be entitled:

- To complain to the consumer protection authority,
- To initiate conciliation board proceedings, Contact details for conciliation boards:

Baranya County Conciliation Board

Address: 7625 Pécs, Majorosy Imre u. 36.

Mailing address: 7602 Pécs, Pf. 109.

Phone number: (72) 507-154

Fax number: (72) 507-152

Chairman: Dr. József Bodnár

E-mail address: bekelteto@pbkik.hu

Bács-Kiskun County Conciliation Board

Address: 6000 Kecskemét, Árpád krt. 4.

Phone number: (76) 501525, (76) 501-500

Fax number: (76) 501-538

Chairman: Dr. Zsuzsanna Horváth

E-mail address: bekeltetes@bacsbekeltetes.hu

Békés County Conciliation Board

Address: 5600 Békéscsaba, Penza ltp. 5.

Phone number: (66) 324-976, 446-354, 451-775

Fax number: (66) 324-976

Chairman: Dr. László Bagdi

E-mail address: bekeltetes@bmkik.hu; bmkik@bmkik.hu

Borsod-Abaúj-Zemplén County Conciliation Board

Address: 3525 Miskolc, Szentpáli u. 1.

Phone number: (46) 501-091, 501-870

Fax number: (46) 501-099

Chairman: Dr. Péter Tulipán

E-mail address: bekeltetes@bokik.hu

Budapest Conciliation Board

Address: 1016 Budapest, Krisztina krt. 99.
Phone number: (1) 488-2131
Fax number: (1) 488-2186
Chairman: Dr. György Baranovszky
E-mail address: bekelteto.testulet@bkik.hu

Csongrád County Conciliation Board

Address: 6721 Szeged, Párizsi krt. 8-12.
Phone number: (62) 554250/118 ext
Fax number: (62) 426-149
Chairman: Dr. Károly Horváth
E-mail address: info@csmkik.hu

Fejér County Conciliation Board

Address: 8000 Székesfehérvár, Hosszúséta tér 4-6.
Phone number: (22) 510-310
Fax number: (22) 510-312
Chairman: Dr. József Vári Kovács
E-mail address: fmkik@fmkik.hu; bekeltetes@fmkik.hu

Győr-Moson-Sopron County Conciliation Board

Address: 9021 Győr, Szent István út 10/a.
Phone number: (96) 520-202; 520-217
Fax number: (96) 520-218
Chairman: László Horváth
E-mail address: bekelteto@gymkik.hu

Hajdú-Bihar County Conciliation Board

Address: 4025 Debrecen, Petőfi tér 10.
Phone number: (52) 500735
Fax number: (52) 500-720
Chairman: Dr. Zsolt Hajnal
E-mail address: hbkik@hbkik.hu

Heves County Conciliation Board

Address: 3300 Eger, Faiskola út 15.
mailing address: 3301 Eger, Pf. 440.
Phone number: (36) 416-660/105 ext
Fax number: (36) 323-615
Chairman: Dr. Csaba Gordos
E-mail address: hkik@hkik.hu

Jász-Nagykun-Szolnok County Conciliation Board

Address: 5000 Szolnok, Verseggy park 8.
Phone number: (56) 510-610
Fax number: (56) 370-005
Chairman: Dr. Lajkóné dr. Judit Vígh
E-mail address: kamara@jnszmkik.hu

Komárom-Esztergom County Conciliation Board

Address: 2800 Tatabánya, Fő tér 36.

Phone number: (34) 513-010
Fax number: (34) 316-259
Chairman: Dr. György Rozsnyói
E-mail address: kemkik@kemkik.hu

Nógrád County Conciliation Board

Address: 3100 Salgótarján, Alkotmány út 9/a
Phone number: (32) 520-860
Fax number: (32) 520-862
Chairman: Dr. Erik Pongó
E-mail address: nkik@nkik.hu

Pest County Conciliation Board

Address: 1055 Budapest Kossuth tér 6-8.
Phone number: (1)-474-7921
Fax number: (1)-474-7921
Chairman: dr. Károly Csanádi
E-mail address: pmbekelteto@pmkik.hu

Somogy County Conciliation Board

Address: 7400 Kaposvár, Anna utca 6.
Phone number: (82) 501-000
Fax number: (82) 501-046
Chairman: Dr. Ferenc Novák
E-mail address: skik@skik.hu

Szabolcs-Szatmár-Bereg County Conciliation Board

Address: 4400 Nyíregyháza, Széchenyi u. 2.
Phone number: (42) 311-544, (42) 420-180
Fax number: (42) 420-180
Chairman: Görömbeiné Dr. Katalin Balmaz
E-mail address: bekelteto@szabkam.hu

Tolna County Conciliation Board

Address: 7100 Szekszárd, Arany J. u. 23-25.
Phone number: (74) 411661
Fax number: (74) 411-456
Chairman: Dr. Ferenc Gáll
E-mail address: kamara@tmkik.hu

Vas County Conciliation Board

Address: 9700 Szombathely, Honvéd tér 2.
Phone number: (94) 312-356
Fax number: (94) 316-936
Chairman: Dr. Zoltán Kövesdi
E-mail address: vmkik@vmkik.hu

Veszprém County Conciliation Board

Address: 8200 Veszprém, Budapest u. 3.
Phone number: (88) 429008
Fax number: (88) 412-150

Chairman: Dr. Csaba Vasvári
E-mail address: info@bekeltetesveszprem.hu

Zala County Conciliation Board

Address: 8900 Zalaegerszeg, Petőfi utca 24.
Phone number: (92) 550514
Fax number: (92) 550-525
Chairman: Dr. Sándor Molnár
E-mail address: zmkik@zmkik.hu; zmbekelteto@zmkik.hu

- Online dispute resolution

In case of cross-border consumer disputes related to online sales contracts, consumers can settle their cross-border disputes related to online purchases electronically at the following link <https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false> by submitting an electronic complaint via the online platform.

13. Other provisions

13.1. Unilateral amendment of the General Terms and Conditions

The Service Provider is entitled to unilaterally modify these General Terms and Conditions by informing the Contestants in advance on the Website. The amended provisions shall become effective for the Contestant upon the first use of the Website after their entry into force and shall apply to cases initiated after the amendment.

The Service Provider also reserves the right to make any changes or improvements to the Website at any time without prior notice. The Service Provider also reserves the right to transfer the Website to another domain name.

13.2. Copyrights

The Website as a whole, its graphic elements, text and technical solutions and the elements of the Service are protected by copyright or other intellectual property rights.

The Service Provider is the authorised user of all content, any copyright or other intellectual property rights (including, but not limited to, all graphics and other materials, the layout and design of the Site, the software and other solutions and implementations used) displayed on the Site and in the provision of services available through the Site.

Saving or printing the contents of the Website or parts thereof on physical or other storage media is only permitted with the prior written consent of the Service Provider.

Neither the use of the Website nor any provision of the GTC shall grant to the Contestant any right to use or exploit any trade name or trademark displayed on the Website. Apart from the display, temporary reproduction and private copying required for the intended use of the Website, these intellectual works may not be used or exploited in any other form without the prior written permission of the Service Provider.

It is prohibited to modify, copy, insert new data or overwrite existing data by bypassing the interface or search engines provided by the Service Provider without a separate agreement or without using the service provided for this purpose.

Date of entry into force of these General Terms and Conditions: 13.07.2023.

A downloadable version of this document is available by clicking on the following link:

<https://budapest10k.hu/wp-content/uploads/2023/07/Mass-Race-Terms-and-Conditions.pdf>