

## GENERAL TERMS & CONDITIONS

The present document contains the general terms and conditions of contract (hereinafter referred to as the "GTC") applicable to the purchasers (hereinafter referred to as the "Purchaser") of tickets, products and services sold by BSI Sport Ltd. as a service provider (hereinafter referred to as the "Service Provider") through the website <https://nevezes.futanet.hu> (hereinafter referred to as the "Website").

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 available on the Website. The language of the contract is Hungarian and the contract is not a written contract, it is not filed by the Service Provider, so it is not accessible and cannot be viewed afterwards, not including the order data.

The Service Provider is not subject to any code of conduct. 1. Service provider details

Name: BSI Sport Ltd.

Head office: 1139 Budapest, Fáy utca 4

Company registration number: 01-09-729245

Registering authority: Cégbírósága Cővárosi Törvényszék Tax number: 13320360-2-41

Financial institution holding the account: K&H Bank

Számlaszám: HU67 1040 2166 5052 6688 5756 1020

E-mail address: [registration@runinbudapest.com](mailto:registration@runinbudapest.com)

The Service Provider uses several hosting services to provide the Service, so that the loss of availability of a given server does not result in a complete shutdown of the Service.

1a) In the case of the database, start and result lists, the server space is provided by Magyar Telekom Nyrt. 1097 Budapest, Könyves Kálmán körút 36.

1b) In the case of the [www.futanet.hu](http://www.futanet.hu) server, the server space is provided by Magyar Telekom Nyrt., 1097 Budapest, Könyves Kálmán körút 36. 2) The [raceinfo.hu](http://raceinfo.hu) (race tracking app) is available in the Amazon cloud, including the server centre in Frankfurt: Amazon Web Services EMEA SARL, 38 avenue John F. Kennedy, L-1855 Luxembourg 3) Servers for the form and other display pages are available at the following contact details: SiteGround Spain S.L., Calle Prim 19, 28004 Madrid, Spain 4) DotRoll Kft., 1148 Budapest, Fogarasi út 3-5.

### 2. Subject of the service

The Service Provider is engaged in the organisation of leisure events, in the framework of which it provides the opportunity to submit an entry at the leisure events (hereinafter referred to as the Event or Competition) it organises and to purchase additional services and products related to the Event.

### 3. General rules for using the website

### **3.1. Registration**

All content on the Website is available to any Buyer without registration, but registration is required to enter or make a purchase. To register, the Customer must click on "Register" at the top of the Website and then provide the requested information (the information marked with an asterisk is required). At the end of registration, the Customer must accept both the Privacy Policy and these GTC. The registration can be finalised by the Customer by clicking on the "Submit registration" button. The Service Provider will then send a confirmation to the e-mail address provided by the Customer. Registration does not yet create an obligation to pay. If the Service Provider has also defined separate terms and conditions for a given event, acceptance of these terms and conditions is also binding, and the separate terms and conditions and the GTC together constitute the contract between the parties.

### **3.2. Payment**

The Customer can pay for his/her purchases by credit card or SZÉP card. Payment by credit card is made through the Simple Pay system, and when paying by SZÉP card, the Customer is redirected to the SZÉP card provider (OTP, MHB, K&H) and can pay there.

The prices shown on the Website are the prices valid at the time of ordering and registration, which are shown next to the services on the Website. The prices indicated on the Website are gross prices and VAT will not be charged on sales. The Customer accepts that, based on the pricing policy of the Service Provider, the price of tickets for Events may increase as the Event date approaches. The Service Provider shall not be liable for any apparent misstatement of the price despite its due diligence and/or due to an error in the IT system. In particular, it is considered to be a manifestly incorrectly indicated price: - 0 HUF price (if it is not a discount indicated in advance) - a price reduced by the discount but incorrectly indicating the discount (e.g. a service offered for HUF 500 for a HUF 1000 service with a 20% discount).

In case of incorrect price indication, the Service Provider offers the possibility to purchase the service at the real price, in the knowledge of which the Customer may decide whether to order the service at the real price or to cancel the order without any adverse legal consequences.

### **3.3. Shipping Our delivery methods are:**

- Free personal collection at the race centre
- Personal delivery to courier shops: free of charge
- Posting by mail: o free of charge if postage is included in the entry fee; - if the entry fee does not include postage: from HUF 500; - For Sprinter courier service: from HUF 1.000.

Different products may have different delivery methods, but the Service Provider's system will offer a maximum of one delivery method at checkout. For an order for a given event, the system selects the most expensive of the different delivery methods for the different products once (Example: if the delivery cost of one product is 500 HUF and the delivery cost of the other product is 1.000 HUF, the delivery cost for the whole order is 1.000 HUF.) If the order is placed at the same time for different events in the same basket (e.g. Vivicitta April, Marathon October), the above discount does not apply, because the ordered product will be delivered at a different time and will be charged separately, which will be shown as a separate item.

The same applies to the purchase of non-event related products and event related products at the same time.

### **3.4. Coupons**

Coupons are discounts that can be used during the purchase process and are created by the Service Provider. They can be redeemed before the payment process starts. No subsequent redemption is possible. Coupons can be grouped according to the following schedule:

- bulk coupon: X number of coupons for the same discount for a legal person.
- one coupon for multiple use: a coupon given to a legal person for X number of uses.
- unlimited time coupon: there is no expiry date.
- time-limited coupon: limited period of use. - limited use coupon: can only be used during the specified period.
- unlimited-use coupon: no number of uses is specified. Coupons have different functions according to their type. Types of coupons:
  - for a percentage service: a pre-defined percentage discount.
  - Percentage discount: pre-defined percentage discount.
  - amount per product: a fixed amount is deducted.
  - amount for service: a fixed amount is deducted.
  - zéro coupon: entitles you to free entry.
  - Coupon assigned to an individual: only that person will see the coupon and the associated discount.
  - Coupon assigned to a discount attached to an individual: only Gold Card holders will see the coupon and the associated discount.

### **3.5. Redeem coupons**

Coupons can only be redeemed online at <https://entry.runinbudapest.com>

### **3.6. Correcting data entry errors**

At any stage of the order and until the order is sent to the Service Provider, the Customer has the possibility to correct data entry errors on the Website at any time by amending the order. If the Customer has finalized his/her order and discovers an error in the data provided, he/she must initiate the cancellation or modification of his/her order as soon as possible. The Customer may notify the Service Provider of the cancellation of an incorrect order by sending an e-mail to the email address provided at the time of ordering/registration. The order containing the correct data can then be re-submitted. When re-sending the order, there may be a price difference due to a possible change of price category.

### **3.7. The 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 in order to avoid the execution of unwanted orders. 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 services and information society services. The contract is subject to the provisions of Government Decree 45/2014 (II.26.) on the detailed rules of contracts between consumers and businesses.

#### **4. Sales abroad**

The Service Provider does not distinguish between customers within the territory of Hungary and customers outside the territory of the European Union. Purchases made outside Hungary are also subject to the provisions of this GTC together with the provisions of the relevant Regulation 2018/302/EU. In the case of foreign sales, the language of communication and purchase is English, and 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 will apply the Hungarian VAT rate for all Services, provided that the sales of the Service do not exceed EUR 10 000. Above the indicated threshold, the Service Provider will charge VAT in the Member State of the customer.

The Customer may exercise his/her enforcement rights in accordance with these GTC. Payment is made in the currency specified by the Service Provider, The Service Provider may withhold the delivery 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 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.

##### **4.1. BSI Gift Card**

The gift card can be purchased in any quantity in 1000/5000/10000/20000 HUF denominations on the BSI entry page, under Shop. The code on the gift card, sent by email in pdf format, activates the face value on the card after uploading it to the user's profile in the BSI online entry interface. The amount can be used until the end of the next calendar year from the date of redemption for BSI event entry fees and products available for purchase in the webshop. It is used as follows:

1. Log in or register at [nevezes.futanet.hu](https://nevezes.futanet.hu)
2. In the Gifts menu, under Redeem Coupon Code, enter the code on the card and click redeem
3. You can find the amount on the card under Coupons The amount of the gift card cannot be converted into cash for a voucher.

#### **5. Registration for the Event**

##### **5.1. Event selection**

By selecting the "Events" menu item, the Events will be displayed in list form, which the Customer can narrow down using the filter. Clicking on the name of the selected Event will display the Event by distance, including the start time of the Event. The Customer can start the registration process for

the given Event distance by clicking on the "Register" button. The buyer must select the appropriate entry fee from the list by clicking on it. If the Customer wishes to nominate himself/herself, he/she must click on the "Next" button. By clicking on the "I nominate another person" button for the Event, the Customer has the option to nominate another person, which requires the entry of the nominated person's requested details, and then click on the "Next" button. Only another person who is registered on the Website can be nominated.

The customer can proceed with the purchase by clicking on the "New registration" button and can start the payment process by clicking on the "Payment" button.

## **5.2. Finalising your order**

After clicking on the "Pay" button, the order items, their unit prices and the total order amount will be displayed. The time limit for registration is 30 minutes, if this time has expired without results, the Customer will have to restart the registration process. By clicking on the "Next" button, the customer will be asked to enter their billing details and, where applicable, to select the delivery method. After clicking on the "Next" button, you will see the order summary, the total amount of the order and the possibility to redeem a coupon. The Customer must accept the terms and conditions of these GTC and the Privacy Policy by clicking on the "Pay" button and the Website will redirect the Customer to the SimplePay online payment system. This act gives rise to an obligation to pay. The Customer can pay for the ticket or product to be purchased by credit card. Payment by credit card is made through the SimplePay payment system.

## **5.3. Confirmation**

The Service Provider shall notify the Customer of the success of the order via the subsequent interface and by e-mail. After successful payment, the purchased ticket, voucher or e-ticket will be sent to the email address you provided during the purchase. Vouchers and tickets are non-transferable and personalised.

## **6. Transfer and modification of entries**

The Service Provider does not allow the transfer or sale of numbers between persons at the Events. In no case will the Service Provider transfer a race number to the name of another person, either before or after the Event. As it is not possible to submit an entry, if a Participant has entered an Event but is unable to participate, he/she may withdraw from the Event, which can be found in the "Withdrawal" section.

### **6.1. Change your distance online**

If a Participant has submitted an entry for an Event but wishes to change the distance to be covered, they can do so online as follows:

- the Participant must withdraw from the original distance;
- the entry fee paid (depending on the withdrawal period, see General Withdrawal Conditions) will be credited to the balance/Balance Coupon;
- by entering the new distance and paying the current entry fee, the Participant can enter the new distance until the end of the pre-entry period, if the entry for the distance has not yet been closed by the Service Provider due to the number of participants reaching the specified limit.

### **6.2. Modify distance on the spot**

The entry can be changed to another distance only if the Participant has not yet collected the number and the package of the original distance or if he/she hands it in at the time of the change. The original entry fee will be included in the on-site entry fee, so only the difference between the entry fee and the on-site amendment fee of HUF 1000 will be payable by the Participant. If a Participant has submitted an entry for an Event, but would like to change the distance to be covered, he/she can. - you must fill in a new entry form The Participant will no longer be able to use his/her balance and the remaining amount will not be credited to the Participant's balance.

### 6.3 On-site registration

You can only register for an event on the spot if the number of entrants has not reached the limit. No discount can be claimed on site and no balance can be used.

## 7. Tariffs and discounts

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

- Fund: Price without discounts for the given deadline.
- Student: If the Participant has a daytime student card, he/she may choose this price, but must present a valid student card at the time of swarm number pick-up to be eligible.
- Over 65 years: Only those Participants who are offered by the online system, depending on their date of birth, will be able to see it.
- Gold card: Participants who have met the criteria and have the appropriate access set up will see it.
- He has already started at a BSI event: This price range is only visible in a few Competitions. It is visible to all Participants who have at least one Event listed under their entered ID. Birthday prices For some of our events (which can be found on the website under Birthday discounts) we offer a discounted entry for those who celebrate their birthday on the day of the race (not during the event e.g.: You have entered the Vivicitta 21km on Sunday but it is your birthday on Saturday, but you do not get the discount, even though the Vivicitta event is a 2-day event). If someone celebrates their birthday on the day of the event, - the birthday price is displayed during the registration process - the birthday formula of the entry fee applicable to him/her must be selected Important information: Discounts are no longer available for entries made at the race centre. The following discounts are available under the following conditions:

### 7.1. Spuri Gold Card Programme

The discount of almost 20% is available to Participants who have a valid Spuri Gold Card. The virtual card will be automatically issued to those who have participated in at least 5 events or completed 75 kilometres of running in the Organiser's events in the previous year. For the full details, please visit [www.futanet.hu](http://www.futanet.hu). Spuri Gold Card holders will receive the virtual card via SMS. Gold Card status is valid for one calendar year (+2 bonus months). The conditions to benefit from the discount are: • the discount is only available to the cardholder, • is only available on pre-nomination.

### 7.2. Student discount

It is open to students up to compulsory school age (16 years) or who have a valid full-time student card. The entry fee for students is not always the same as the school entry fee for students. The conditions to benefit from the discount are:

- when collecting the start pack, you must present your eligibility document (if you do not present it, you will not be allowed to collect your start number)

- can also be used for team names, but of course you must present a valid student ID card when registering. In case of unauthorised use of the discount, the difference in the entry fee will be payable upon receipt of the number. To qualify for the discount, your student ID must be valid on the day of the event. If the student ID has not yet been issued, the number can be collected by presenting the school attendance certificate issued to replace it.

### **7.3. Age allowance for over 65s**

To qualify for the discount (for events where there is such an entry fee), you must be 65 years of age at the time of entry

### **7.4. Alternate day discount**

It can be used in those races where it is possible to start in an individual and a relay race at the same time (individual and relay race start at the same time). The rate is determined individually for each Event and is indicated in the "Variable Discount" column of the entry fee table. The conditions to benefit from the discount are:

- when registering online, you must first pay for the individual entry, then apply in writing for the alternate member discount by sending an e-mail to [registration@runinbudapest.com](mailto:registration@runinbudapest.com)

- only the first team member can benefit from the discount.

## **8. Customer rights**

Events are only open to participation by the Customer and, if the Customer and the person participating in the Event are not the same, by the person present at the event, after payment of the entry fee. The Customer and the person present at the event are hereinafter collectively referred to as the "Participant". Payment of the entry fee entitles the Entrant to the items specified in the "Entry Fee Content" section of the Event Information for the relevant event. Only Participants who accept the conditions set out in the Competition Notice may compete in the Events, after registration and payment of the entry fee.

## **9. Rules of Procedure at the Event**

Unless the Service Provider sets out specific terms and conditions for the Event, the following policy applies to the Event. Due to the specificities of the route and the increased risk of accidents, wheelchair and handbike Participants may only enter the Events by pre-nomination and may only complete the Events with an assistant. For Participants using a wheelchair or handbike: - if they complete the distance on their own, they can start from the front of the field. They will start 1 minute before the peloton, with a motorbike lead. A motorbike guide will accompany these Participants and they will be allowed to leave the field only when approaching the finish. The exact location of the overtake must be agreed with the course staff, - if they are assisted, they can start from the start zone corresponding to their planned pace. Anyone who folds, covers or does not wear their number badge visibly during the Event will be given a 10 minute time penalty. Entry to the finish area is only possible with a number. The Service Provider will check that the number is worn (visible from the front!) when entering the Event. It is recommended that you affix your number using the safety pins provided in the start pack or at the entry desks. A Participant may be disqualified if, despite repeated warnings, he/she fails to wear a number, fails to complete the entire

distance of the Event as designated by the organisers, or fails to fill in the entry form accurately, with incorrect data or incompletely. The Service Provider does not recommend listening to or using any music or other player that muffles outside noise while running with both ears plugged in at the same time, for the following reasons: - the Events are staffed by cycling and motorbike organisers and, if necessary, ambulances, - the earphones suppress external noise, so that the person using the earphones can interfere with the previous runners and the organisers or medical team doing their job. Participants can use the medical tent at the designated finish area on the day of the Event in case of a complaint before the start. If anyone in the peloton becomes unwell on the route, they must tell the nearest mileage sign or report to the refreshment station where the unwell person occurred. On the back of each number plate is an SOS medical number. It is recommended to fill in the medical section on the back before departure. If the Participant is running under the influence of medication or with any medical condition, it is recommended that this is indicated on the back of the number plate. The Service Provider reserves the right to change the itinerary, programme and time if there is an external, unavoidable reason that cannot be dealt with without changing the originally advertised programme.

### **9.1. On doping**

The Entrant prepares for the Competition with clean equipment. He/she will not use any substances on the WADA doping list in force and will provide a sample for the inspectors after the Event, if requested. Refusal to do so may result in disqualification from the Event and cancellation of results.

### **9.2. In the event of a fault in the timing system**

In the event of a malfunction of the timing system, the Organiser will not be able to give all Participants time credit and will be forced to keep the results without time credit, which will be accepted by the competitors.

### **9.3. About level crossings**

The Participant shall follow the instructions of the staff directing traffic at level crossings. In the case of a red signal, crossing is prohibited and life-threatening, and any Participant who fails to comply may be immediately excluded.

### **9.4. Traffic management**

The Participant acknowledges that the route of the Event (as indicated in advance by the Service Provider) may cross roads that are not closed to traffic at several points, at which the passage is at the Participant's own risk. At these points, the traffic regulations laid down in the Highway Code shall apply. At most of these points, the Service Provider will assign marshals and insurance companies to warn the Participants of the priority of vehicles and to hold them up until the traffic has stopped and then let them pass. The marshals (except uniformed police officers) have no authority to stop vehicles or intervene in traffic, they may only stop the Participant. For the safety of the Event and the Participants, please obey the rules, which are mandatory anyway! The event marshals at the respective points are doing their job to assist you and guarantee your safety. The Event Organiser is not responsible for the consequences of the Participant's disregard of the traffic rules in force at the given point, the signals of the marshal or the traffic police.

### **9.5. Cyclist rider, accompanying**

It is compulsory to wear a helmet during the entire duration of the Race! In some cases, the bicycle must be equipped with lights according to the rules of the Highway Code!

## **9.6. About the update**

The Participant acknowledges that the Organiser will provide different refreshments for different categories of competitors at each Event (which will be marked in advance). Any rubbish generated during the Competition shall be disposed of only at the refreshment and changeover points, from where it will be removed by the Organiser. Littering on the route is not allowed and will result in immediate disqualification.

## **9.7. About the changes**

The Participant agrees that the Organiser will provide the teams with the opportunity to change at the designated changeover points, where the timing will take place. In some events, switching is allowed outside these points (only in very specific cases). For these Events, the Organiser will indicate this in advance. In this case, the escorts must not interfere with runners, cyclists and other vehicles on the route. Tilos: - to skate in the Competition, - wear kangoo shoes and other sports equipment to complete the distance (except for walking and hiking events, where hiking boots are allowed), - run with a dog or other animal, - start the event without a number The Participant acknowledges that he/she may be immediately disqualified in the event of any breach of these conditions.

## **9.8. Run with pram**

You may run with a baby carriage only at your own risk and without harming the physical safety of other Participants on the Events where this is not prohibited due to the quality or width of the road. The Organiser accepts no responsibility for any accidents resulting from this.

## **9.9. On marketing and advertising**

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!

## **9.10. About the medical intervention**

The Participant agrees that if the medical staff deems his/her condition during the Competition, he/she may not continue in the Competition. In the case of teams, the team may continue the Competition without the Participant declared unfit.

## **9.11. Number of entries and closing of entries**

The Organiser reserves the right to limit the number of Entrants (may set an entry limit). You may close your entry at any time, cancel it in case of technical failure and reopen it.

## **9.12. About values**

The Organiser cannot be held responsible for valuables left in the accompanying cars and accommodation.

## **9.13. On the link between credits and results**

In the event of a close finish, due to time credits at level crossings, it is possible that the Participant who finishes first may not win the Race, despite a joint start. The same rule applies to the team results due to the start in the other blocks. This means that after a Participant has finished, his/her position may be changed.

## **9.14. On the use of drones**

Drones may only be operated during the Event with the written permission of the Organiser, subject to the laws governing drones.

#### **9.15. About smoking**

The spirit of the Events is not compatible with smoking during sport, and therefore smoking is strictly FORBIDDEN on the race course and in the finish area to protect non-smokers. A Participant who, despite the prohibition, is caught smoking in the Race area, refreshment point, relay point or start/finish area during the Race may be disqualified from the Race by the Organiser. In the case of a team event, the penalty applies only to the athlete who broke the rule, the team may continue the event regardless.

#### **9.16. Insurance**

The Participant acknowledges that the entry fee does NOT include insurance.

#### **9.17. Participant status**

An individual Participant can be a member of a team at the same time. When changing, he/she must run to the changeover point and can only change there, even if this means an increase in his/her individual running time. An individual competitor can be a member of up to 2 teams and must pay the entry fee for both teams. In the Balaton Supermarathon event, the individual 4-day starter can be the first runner of up to 2 teams, of which the first is free of charge and the second has to pay the applicable relay entry fee.

### **10. 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 offers provided in these GTC. The Service Provider does not undertake any value retention at Events. If the Event is cancelled, the Service Provider, as the organiser of the programme, will have individual information on refund and compensation procedures. The Provider does not allow the sale of vouchers and tickets. If the Service Provider detects any resale, it shall be entitled to terminate the previously concluded contract with immediate effect and to cancel the tickets.

The Service Provider is not liable for:

- for the consequence of an external circumstance beyond its control (beyond its control), which it could not reasonably have foreseen at the time of the conclusion of the contract and which it could not reasonably have foreseen (hereinafter "force majeure"), and which causes it to withdraw from the contract, thereby causing possible damage to the Participant. Any additional costs incurred for these reasons shall be borne by the Participant,
- for any damages resulting from the fact that the Participant's state of health would not have allowed him/her to participate in the Event,
- if the Participant is not admitted to the Event for security reasons or for reasons in the Participant's best interest.

This may include, for example, appearing at the Event site in an illuminated state, which would make him/her a danger to himself/herself and others. The Service Provider reserves the right to change the date of the Event unilaterally. In case of a change of date, the Participant will be notified before the original date of the Event. If the Participant is unable to participate in the Event on the modified

date, the Participant may withdraw from the Event. The maximum extent of the Service Provider's liability for damages resulting from the nonperformance or defective performance of the contract is limited to twice the amount of the service fee or the participation fee, and the Participant acknowledges this.

### **11. Participant responsibility**

Participants are obliged to accept the services and pay the participation/service fee. The Participant is directly liable for any damage caused by the Participant to a third party. Participants must comply with the Event rules. By purchasing the service, the participant declares and accepts that he/she participates in the events at his/her own risk. By entering, you acknowledge that you are in good physical and health condition. He/she will have his/her condition checked regularly by a doctor and will be fit and healthy for the event. He/she will not participate in the Event if sick, feverish, hungry, vomiting or diarrhoea. In order to efficiently and quickly resolve any health issues that may arise during the Event, it is essential that all Participants complete the health section on the back of their race card. You acknowledge that the Service Provider shall not be liable for any injuries or health problems resulting from poor fitness, inadequate preparation, hidden illnesses. If, however, he/she suffers any damage at the

Event, such as injury or being forced to abandon the Competition, or if his/her participation in the Event is cancelled, he/she shall not be entitled to any claim or demand against the Service Provider. Participant agrees to be examined by a sports doctor if necessary and accepts the instructions of the Event doctors.

For individual starters (if found new by the medical staff) - Participants 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.

Additions:

- Participation in the event is subject to the current epidemiological regulations (presentation of a vaccination certificate, PCR test and wearing a mask in public places, etc.)
- two vaccinations per case, if required by regulation (and if at least two weeks have elapsed since the second vaccination)
- you may be required to declare that you are "COVID-free" (no fever, fever, cough, loss of smell, loss of taste, cough, sore throat) and not in contact with anyone and not under an epidemiological measure (quarantine) If you have had a COVID infection, you can only participate at your own risk and only after a sports doctor's advice.
- if the Participant starts the race against the recommendation without being examined and suffers sickness, injury or other harm as a result, the Organiser will not be liable Participant 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 will not be compensated for this. The Participant accepts that his/her data (name, year of birth, place of residence, club - if provided) may be included in the public start and result lists. The start lists will no longer be available after the week following the Event, the results lists will be archived and available for viewing at the end of the year of the Event.

The Participant acknowledges that a Participant who does not complete the entire distance of the Event - as designated by the Organisers -, who wears his/her bib folded, covered or not pinned to the chest, or who uses the assistance of a cyclist/skater, may be disqualified. You agree that the Service

Provider shall not be liable for any problems resulting from incomplete, inaccurate or illegible entries (e.g. not being included in the results list or the list of prize winners, being left out of the draw, etc.). Participants must provide proof of discount for tickets purchased with a discount at the Event venue at the time of registration. If the Participant does not provide proof of the discount, the Service Provider will provide the participation at the full price and the difference will be payable on the spot. The calculation of the full price ticket will be based on the Participant's entry date.

## **12. Bus ticket and transfer service**

A: The Service Provider shall provide, for a fee, bus transportation and shuttle service between the accommodation it has arranged and the Event venue at the Event it has designated. Content of the service: provision of a bus in working order and in compliance with the applicable legal requirements to the location and at the time indicated by the Service Provider. The service may also be used by a relative of the Participant present at the venue.

B: The Service Provider will provide bus transportation and shuttle service to the race venue (Kékes summit race) for a fee at the Event designated by the Service Provider. Content of the service: provision of a bus in working order and in compliance with the relevant legal requirements to the location and at the time specified by the Service Provider, use of the bus as a cloakroom. The service may also be used by a relative of the Participant present at the location.

C: The Service Provider shall provide, for a fee, bus transport and shuttle service from the destination to the start (Bay shuttle) at the Event designated by the Service Provider. The service includes: the provision of a bus in working order and in compliance with the relevant legal requirements to the location and at the time designated by the Service Provider. The service may also be used by a relative of the Participant present at the venue.

### **12.1. How to buy**

A: Participants have the possibility to order accommodation, shuttle bus and bicycle transfer services via an order form or occasionally on <https://nevezes.futanet.hu>, either by e-mail or on the website.

B: You can buy a blue bus ticket on the Website. C: You can buy a Gulf bus ticket on the Website.

## **13. Booking accommodation**

The object of the Service is to provide accommodation services at the Service Provider's partners. The accommodation service is subject to volume limits, and the Service Provider will process and confirm reservations received according to the time of receipt. In case the available accommodation is sold out, the Service Provider will not confirm the accommodation request.

### **13.1. How to buy**

Participants can only order accommodation via the accommodation order form or, on a case-by-case basis, via <https://entry.runinbudapest.com>

### **13.2. Liability of the parties**

The Service Provider assumes the responsibility under the Service to: - provides the possibility of booking accommodation on the basis of the number of available accommodation places, managing reservations in chronological order, - under a separate contract with the partner providing the accommodation service, the partner has undertaken to provide the accommodation in accordance

with the terms and conditions of the offer and at the price indicated in the offer. The Service Provider accepts no liability: - for the quality of the accommodation service and its compliance with the law (given that the partner is directly responsible for this), - for any conduct attributable to the conduct of a partner in relation to the provision of its own services. The Service Provider is not liable: - for delays caused by road traffic problems, - for food items placed on the bus, - for providing comfort features.

#### 14. Conditions and procedure for purchasing a product

Only registered Customers can purchase products on the Website in the following ways:

##### **14.1. Product selection**

On [nevezes.futanet.hu](http://nevezes.futanet.hu), the product page is displayed by selecting "Products". On the product page, you can see a picture of the product, select the quantity of the product next to the picture and, for products that can be labelled, enter a name in the "Name" field, up to a maximum of 50 characters. Click on the product image or the "More" icon to see a larger image of the product. The product will be added to your shopping cart after you press the "Add to cart" button.

##### **14.2. Providing billing and delivery details and finalising the order**

By selecting the Shopping Cart menu item at the top of the Website, the customer can see a summary of the selected products and tickets, their number of items, their unit price and a summary of the order items. The Customer must enter the billing address by clicking on the "Next" button and then click on the "Select" button to finalise the billing address. The Customer then has the option to choose the delivery method, if relevant for the purchase of the product or ticket. After clicking on the "Next" button, you will see the order summary, the total amount of the order and the possibility to redeem a coupon. The Customer must accept the terms and conditions of these GTC and the Privacy Policy by clicking on the "Pay" button and the Website will redirect the Customer to the SimplePay online payment system. This act gives rise to an obligation to pay.

#### **15. Withdrawal from the purchase of the product**

If the Buyer wishes to withdraw from a product that has not yet been manufactured, the withdrawal may be made

by midnight on Wednesday of the week of the event associated with the product.

If the Customer would like to withdraw from a product that has been manufactured but not yet dispatched and/or accepted, the withdrawal may be made by midnight on Wednesday of the week of the event associated with the product.

In these cases, log into your My Account and go to Profile - My Products to find the product you ordered.

If it is still visible, you can cancel your order by clicking the Cancel button.

In this case, the full price of the product will be credited to your Customer Account.

The credited amount can be used until the end of the year following the cancellation. The credited balance is not redeemable

The credited amount cannot be redeemed for cash or refunded. The unused balance will be credited to the

system after the expiry date.

If the crediting of the balance and its subsequent use is not satisfactory to the Customer, information on the exchange, return and refund of the product is provided in section 15.2.

If the Cancel button is no longer visible and the processing of the product has started, the Customer cannot cancel the purchase.

In such a case, please refer to section 15.4 for instructions on how to proceed.

## **15.1 Rights of withdrawal and warranty of the Buyer**

### **15.1.1**

a., Right of termination in respect of the entry and related services

All Customers have a right of withdrawal for services sold on the Website.

In connection with the registration and related services, the Customer, who is a consumer, shall not be

shall have the right of termination pursuant to Article 29(1)(l) of Government Regulation 45/2014.

No right of cancellation for leisure activities under the above-mentioned legislation.

services related to leisure activities, if the performance of the contract as specified in the deadline or time limit in the contract.

### **15.1.2. Right of withdrawal for products**

In the case of products, if the Buyer has requested custom labeling, the Buyer, who is considered a consumer,

is not entitled to the right of withdrawal pursuant to Section 29 (1) c) of Government Decree 45/2014.

i.e. based on the referenced legal provision, there is no possibility of termination in the case of non-prefabricated

products that have been manufactured according to the consumer's instructions or at their express request, or

in the case of products that have been clearly tailored to the consumer.

In the case of non-customized products, according to the detailed rules of contracts between consumers and businesses

, a Buyer who qualifies as a consumer may

exercise their right of termination (withdrawal) within fourteen days from the date of conclusion of the contract

in the case of a contract for the purchase of a product.

The Buyer shall send a clear statement of their intention to terminate the contract by email to the Service Provider's contact details indicated in point 1.

The Buyer shall exercise their right of withdrawal within the deadline if they send their statement to the Service Provider before the expiry of the specified deadline.

The Buyer shall be responsible for proving that they have exercised their right of withdrawal in accordance with the provisions set out in this point

.

When making the refund, the Service Provider shall use the same payment method as was used in the original transaction,

unless the Consumer expressly agrees to the use of a different payment method.

The Consumer shall not incur any additional costs as a result of this refund method

.

### **15.2. Withdrawal from a product that has already been manufactured and received**

In the event of withdrawal, the product already received must be returned to the Service Provider. This must be done within 14 days of notification of withdrawal.

The product does not have to arrive within this period, but the package must be "sent on its way".

The cost of return shipping shall be borne by the customer.

The product must be sent to: BSI SPORT Kft 1139 Fáy utca 4.

The product can be returned if it has not been used, is in its original, unopened packaging, and has not been washed or rinsed.

If, despite the above, the product is returned to the service provider in an unsuitable condition, the service provider may refuse to refund the product fee or may apply a partial refund.

### **15.3. Product exchange**

If the ordered product is not suitable despite the size indicated in the size chart, it is possible to exchange the product instead of canceling the order, provided that the service provider still has the product in stock. The product cannot be exchanged for another product, but if no exchange is possible, the product can be canceled. See 15.2

### **15.4 Failure to receive the product, unsuccessful delivery, incorrect shipment**

When concluding the contract at the time of purchase, the buyer assumes responsibility for the method, place, and time of receipt of the product, as well as for the correctness of the delivery address in the case of delivery.

In the case of on-site collection, the buyer is fully responsible for the collection of the product. If the buyer fails to collect the product as agreed in the contract and/or the delivery fails, the buyer may indicate that they still want the product within 14 days of the collection date.

We will send it by GLS parcel delivery to the pre-agreed address.

The cost of GLS delivery must be transferred in advance to the account number of BSI Sport Kft.

10402166-50526688-57561006

You can request information about the current shipping fee at [webshop@futanet.hu](mailto:webshop@futanet.hu)

We do not send notifications about unclaimed or returned products; it is in the Buyer's interest to take care of the subsequent receipt of the product.

We keep the product in stock for 14 days from the date of receipt. After this period, the Buyer officially cancels their order for the product. We will keep the product in stock for 14 days from the date of receipt. After this period, the Customer officially waives their right to the product and, at the same time, waives any financial compensation.

In the case of international shipping, the contracting party reserves the right to refund the purchase price to the customer after an unsuccessful shipment, instead of making another unsuccessful shipment.

If the service provider mistakenly sends the wrong size due to its own fault, it shall resolve the issue at its own expense in agreement with the Buyer and replace the product if the correct size is available. Otherwise, the price of the product shall be refunded to the Customer.

#### **15.4.1 Withdrawal, cancellation and penalty**

A: In the event of withdrawal from the Event or cancellation of an entry, if the Buyer has

6 weeks prior to the Event, a handling fee of EUR 5 will be charged.

the entry fee paid will be credited to the Customer's account by the Supplier after deduction of the end of the next year.

In the event that the Customer notifies the Service Provider of his/her intention to withdraw from or cancel the Event by sending the

6 weeks prior to the relevant Event, but no later than midnight on Wednesday of the week of the Event

20% of the entry fee paid will be deducted as a handling fee and the remaining amount

the remainder will be credited to the Customer's account by the Supplier. In the event of a team withdrawal, all team members will be charged

the amount corresponding to the deadline will be deducted from each team member, and the credit will be given to the person who paid the team

to the person who paid the team. The amount credited can be used until the end of the year following the cancellation. The credited balance is not

not be redeemed for cash or refunded.

Unused balances will be deleted by the system after the expiry date.

There is no cancellation option for our virtual and instant events, so the general cancellation policy is

conditions do not apply.

B: In the case of accommodation, shuttle bus, if the Service Provider is not acting on behalf of the Customer

(in particular, if the Service Provider cancels a booking for a reason not in the Customer's interest (in particular, if the Customer

the Customer does not pay the price of the accommodation or the shuttle bus within the time limit, or the Customer does not pay the price of the accommodation or the shuttle bus within the time limit

data necessary for the order), the Customer shall be entitled to withdraw from the contract, or

(part) of the service of a higher value or to claim a refund of the fee paid

or be entitled to compensation for the damage incurred.

In the case of a contract for accommodation, shuttle bus and bicycle transfer, the Customer shall

The Customer has the right to withdraw from the contract already concluded at any time, subject to the However, in the cases set out in this contract, the Customer shall pay a penalty. Withdrawal must be notified to the Supplier in writing, by electronic mail.

The cancellation periods for accommodation and transfers, and the corresponding penalties, are always set by the Service Provider.

the event information page of the relevant event on the Service Provider's website, as each event conditions may differ from one event to another.

In case of no-show without cancellation (withdrawal), the amount already paid by the Customer will not be refunded

The amount paid by the Customer will not be refunded.

Special cancellation rules for the Spuri Balaton Super Marathon

For the above mentioned event, the Service Provider shall establish specific rules that differ from the provisions of clause 15.4.1 of the GTC

special rules for the event. These conditions will be displayed by the Service Provider on the event's own website and will be applied to the event.

### **15.5 Withdrawal in case of entry with a voucher**

If a coupon is used in the entry process and the Entrant withdraws from the entry under such a scheme under the stated rules, the credit will only apply to the amount paid and not to the coupon discount.

These conditions will be displayed by the Service Provider on its website in the event information section and will be applied to the event.

### **15.5 Procedure to be followed in the event of a grace period**

The Entrant's original entry(s) will be valid for the make-up date(s). If the established make-up date does not suit the Participant, the General Withdrawal Conditions apply as follows:

- If the Participant notifies his/her withdrawal until the 6th week before the event, the fee will be credited to the "Balance Coupon" after deduction of 1000 HUF.
- If a Participant withdraws within the 6th week before the event, but no later than midnight on Wednesday of the week of the event, 20% of the entry fee paid will be deducted, the remainder will be credited to the "Balance Coupon".
- After midnight on Wednesday of the week of the event, no cancellations will be accepted. In both cases, the amount credited can be used as an entry fee for the Events organised by the Service Provider until 31 december of the year following the cancellation. In the event of a team withdrawal, each team member will be deducted the amount corresponding to the deadline and the credit will be returned to the person who paid the team. Entry fees of 1000 HUF or less will be fully credited for entries received up to 6 weeks before the event.

### **15.6 Procedure to be followed in the event of a non-event**

The Participant acknowledges that if the Event is not held on the make-up date or any other date and the Organiser announces the cancellation of the Event, the following procedure will apply: • 100% of the entry fee paid will be credited to the "Balance Coupon", which can be used as an entry fee for Events organised by the Service Provider until 31 december of the year following the Event.

### **15.7 Procedure to be followed in the event of stormy weather**

In the event of stormy weather, the Promoter may suspend the Event temporarily or permanently at any time and then restart it. In the case of a suspended Event, no replacement date will be appointed.

In case of stormy weather,

- if the Event is suspended and then restarted on the day in question
- Alternatively, it may be permanently suspended,

the Participant shall not be entitled to a refund of the entry fee.

### **15.8 Warranty**

In the event of defective performance by the Service Provider (defective performance in particular if the service/product/ticket suffers from a qualitative or quantitative defect), the Customer may assert a claim for warranty against the Service Provider. In the case of a consumer contract, the Customer may, during a limitation period of 2 years from the date of receipt, assert a warranty claim for defects in the service/product/ticket which already existed at the time of delivery of the service. After the two-year limitation period, the Customer may no longer enforce his/her warranty rights. In the case of a contract concluded with a non-consumer, the rightful claimant may enforce his/her warranty claims within a limitation period of 1 year from the date of receipt.

The Customer may, at his/her option, request repair or replacement, unless the fulfilment of the request chosen by the Customer is impossible or would involve disproportionate additional costs for

the Service Provider compared to the fulfilment of his/her other request. If the repair or replacement was not requested or could not be requested by the Customer, the Customer may request a proportionate reduction of the consideration or the Customer may have the defect repaired or replaced by another party at the expense of the Service Provider or, as a last resort, may withdraw from the contract. No withdrawal due to a minor defect.

The Customer may switch from one warranty right to another, but must bear the cost of the switch, unless it was justified or the Service Provider gave a reason for it. The Customer is obliged to notify the Service Provider of the defect immediately after its discovery, but not later than within two months of the discovery of the defect.

The Customer may assert a warranty claim directly against the Service Provider. Within six months from the date of performance of the contract, no other condition for the assertion of a claim for warranty other than the notification of the defect shall apply if the Participant proves that he/she purchased the service/product/ticket from the Service Provider (by presenting an invoice or a copy of the invoice). In such a case, the Service Provider shall be exempted from warranty only if he/she rebuts this presumption, i.e. proves that the defect in the service/product/ticket occurred after delivery to the Participant.

If the Service Provider can prove that the cause of the defect was due to a cause attributable to the Participant, the Service Provider is not obliged to accept the Participant's warranty claim. However, after six months from the date of performance, the Participant shall be obliged to prove that the defect discovered by the Participant existed at the time of performance. If the Participant asserts a warranty claim for the part of the service/product/ticket that can be separated from the service/product/ticket in respect of the defect indicated, the warranty claim shall not be deemed to be asserted for the other parts of the service/product/ticket.

### **15. 9 Product warranty**

In the event of a defect in the product (movable good), the consumer can, at his/her option, claim under the product warranty. The product warranty differs from an accessory warranty in that it can be enforced against the manufacturer through the distributor. However, as a product warranty claim, the Customer may only request the repair or replacement of the defective product. In the event of a product warranty claim, the Customer must prove that the product is defective. A product is considered to be defective if it does not meet the quality requirements in force when it was placed on the market or if it does not have the characteristics described by the manufacturer. The Customer may assert a product warranty claim within two years of the product being placed on the market by the manufacturer. After this period has expired, the Customer loses this right. The Customer must notify the manufacturer of the defect without delay after discovering it. A defect notified within two months of the discovery of the defect shall be deemed to have been notified without delay. The consumer shall be liable for any damage resulting from the delay in notification. The Customer may exercise his/her product warranty claim against the manufacturer or distributor (Service Provider) of the movable item. The manufacturer or distributor (Service Provider) is only exempted from its product warranty obligation if it can prove that: – manufactured or marketed the product for purposes other than its business, or – the defect was not detectable according to the state of science and technology at the time it was placed on the market, or – the defect in the product results from the application of a legal or regulatory requirement. The manufacturer or distributor only needs to prove one ground for exemption.

### **16. Enforcement options**

16.1. Where, when and how to lodge a complaint Participants 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, where it has the opportunity, remedy the oral complaint immediately. If it is not possible to remedy the oral complaint immediately, due to the nature of the complaint, or if the Participant does not agree with the handling of the complaint, the Service Provider shall record the complaint and send a substantive response within 30 days. The Service Provider will respond to your written complaint within 30 days. For the purposes of this contract, action means replying to an electronic mail address or sending a postal letter. If the complaint is rejected, the Service Provider shall inform the Participant of the reasons for the rejection.

## **16.2. Other enforcement options**

In the event that any dispute between the Service Provider and the Participant is not resolved in negotiations with the Service Provider, the Participant shall be entitled to: - To complain to the consumer protection authority,

- To initiate conciliation panel proceedings Contact details of the Conciliation Boards:

Baranya County Conciliation Board Address: 7625 Pécs, Majorosy Imre u. 36. Postal address: 7602 Pécs, Pf. 109. Telephone number: (72) 507-154 Fax number: (72) 507-152 President: Dr. József Bodnár E-mail address: [bekelteto@pbkik.hu](mailto:bekelteto@pbkik.hu)

Bács-Kiskun County Conciliation Board Address: 6000 Kecskemét, Árpád krt. 4. Telephone number: (76) 501-525, (76) 501-500 Fax number: (76) 501-538 President: Dr. Zsuzsanna Horváth E-mail: [bekeltetes@bacsbekeltetes.hu](mailto: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 President: Dr. László Bagdi E-mail address: [bekeltetes@bmkik.hu](mailto:bekeltetes@bmkik.hu); [bmkik@bmkik.hu](mailto: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 President: Dr. Péter Tulipán E-mail: [bekeltetes@bokik.hu](mailto:bekeltetes@bokik.hu) Budapest Board of Conciliation Address: 1016 Budapest, Krisztina krt. 99. Phone number: (1) 488- 2131 Fax number: (1) 488-2186 President: Dr. György Baranovszky E-mail address: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu)

Csongrád County Conciliation Board Address: 6721 Szeged, Párizsi krt. 8-12. Phone number: (62) 554-250/118 extension Fax number: (62) 426-149 President: Dr. Károly Horváth E-mail: [info@csmkik.hu](mailto:info@csmkik.hu)

Fejér County Conciliation Board Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone number: (22) 510-310 Fax number: (22) 510-312 President: Dr. József Vári Kovács E-mail: [fmkik@fmkik.hu](mailto:fmkik@fmkik.hu); [bekeltetes@fmkik.hu](mailto:bekeltetes@fmkik.hu)

Győr-Moson-Sopron County Conciliation Board Address: 9021 Győr, Szent István út 10/a. Telephone number: (96) 520-202; 520-217 Fax number: (96) 520-218 President: László Horváth E-mail: [bekelteto@gymkik.hu](mailto:bekelteto@gymkik.hu)

Hajdú-Bihar County Conciliation Board Address: 4025 Debrecen, Petőfi tér 10, 4025 Debrecen, Hungary Phone number: (52) 500-735 Fax number: (52) 500-720 President: Dr. Zsolt Hajnal E-mail: [hbkik@hbkik.hu](mailto:hbkik@hbkik.hu)

Heves County Conciliation Board Address: 3300 Eger, Faiskola út 15. Postal address: 3301 Eger, Pf. 440. Telephone number: (36) 416-660/105 extension Fax number: (36) 323-615 President: Dr. Csaba Gordos E-mail: [hkik@hkik.hu](mailto:hkik@hkik.hu)

Jász-Nagykun-Szolnok County Conciliation Board Address: 5000 Szolnok, Verseghy park 8. Phone number: (56) 510-610 Fax number: (56) 370-005 President: Dr. Dr. Judit Lajkóné Vígh E-mail: [kamara@jnszmkik.hu](mailto:kamara@jnszmkik.hu)

Komárom-Esztergom County Conciliation Board Address: 2800 Tatabánya, Fő tér 36. Phone number: (34) 513-010 Fax number: (34) 316-259 President: Dr. György Rozsnyói E-mail: [kemkik@kemkik.hu](mailto:kemkik@kemkik.hu)

Nógrád County Conciliation Board Address: 3100 Salgótarján, Alkotmány út 9/a Phone number: (32) 520-860 Fax number: (32) 520-862 President: Dr. Erik Pongó E-mail address: [nkik@nkik.hu](mailto:nkik@nkik.hu)

Pest County Conciliation Board Address: 1055 Budapest Kossuth tér 6-8. Phone number: (1)-474-7921 Fax number: (1)-474-7921 President: dr. Károly Csanádi E-mail: [pmbekelteto@pmkik.hu](mailto:pmbekelteto@pmkik.hu)

Somogy County Conciliation Board Address: 7400 Kaposvár, Anna utca 6. Phone number: (82) 501-000 Fax number: (82) 501-046 President: Dr. Ferenc Novák E-mail: [skik@skik.hu](mailto:skik@skik.hu)

Szabolcs-Szatmár-Bereg County Conciliation Board Address: 2, Széchenyi u., 4400 Nyíregyháza, Hungary Phone number: (42) 311-544, (42) 420-180 Fax number: (42) 420-180 President: Katalin Görömbeiné Dr. Balmaz E-mail: [bekelteto@szabkam.hu](mailto:bekelteto@szabkam.hu)

Tolna County Board of Conciliation Address: 7100 Szekszárd, Arany J. u. 23-25. Phone number: (74) 411-661 Fax number: (74) 411-456 President: Dr. Ferenc Gáll E-mail address: [kamara@tmkik.hu](mailto:kamara@tmkik.hu) Vas Megyei Békéltető Testület Address: 9700 Szombathely, Honvéd tér 2. Phone number: (94) 312- 356 Fax number: (94) 316-936 President: Dr. Zoltán Kövesdi E-mail address: [vmkik@vmkik.hu](mailto:vmkik@vmkik.hu)

Veszprém County Conciliation Board Address: 8200 Veszprém, Budapest u. 3. Phone number: (88) 429-008 Fax number: (88) 412-150 President: Dr. Csaba Vasvári E-mail: [info@bekeltetesveszprem.hu](mailto:info@bekeltetesveszprem.hu)

Zala County Board of Conciliation Address: 8900 Zalaegerszeg, Petőfi utca 24 Phone number: (92) 550-514 Fax number: (92) 550-525 President: Dr. Sándor Molnár E-mail address: [zmkik@zmkik.hu](mailto:zmkik@zmkik.hu); [zmbekelteto@zmkik.hu](mailto:zmbekelteto@zmkik.hu)

- Online dispute resolution In the event of a cross-border consumer dispute related to an online sales contract, consumers can settle their cross-border disputes related to online purchases electronically by links

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false> by submitting an electronic complaint via the online platform.

## **17. Other provisions**

### **17.1. Unilateral amendment of the General Terms and Conditions**

The Service Provider is entitled to unilaterally modify these General Terms and Conditions by informing the Participants in advance on the Website. The modified provisions shall become effective for the Participant upon the first use of the Website after their entry into force and shall apply to cases initiated after the modification. 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 a different domain name.

### **17.2. 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 of it on a physical or other medium 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 the Participant any right to use or exploit in any way any trade name or trademark contained on the Website. Apart from the display, temporary reproduction and private copying required for the normal 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: 01.12.2020. A downloadable version of this document is available by clicking on the following link: <https://static.futanet.hu/legal/aszf.pdf>

## **VIRTUAL EVENT ADDITIONAL CONDITIONS**

This document contains the special entry conditions for the virtual running event announced by BSI Sport Ltd. as the service provider (hereinafter referred to as the "Service Provider") via the futanet.hu website (hereinafter referred to as the "Website"). These Terms and Conditions of Entry supplement the Service Provider's GTC and together with them constitute the contract between the parties. The terms defined in this contract shall have the meaning given to them in the Service Provider's GTC. 1. Completing the virtual race

1.1 The distance can be completed by the Customer anywhere, there is no location restriction on the part of the Service Provider. The Customer can complete the distance at any time between the start and end times specified by the Service Provider, regardless of the day and time of day. The confirmation of the completion and the completion time must be uploaded by the Customer on the results submission interface available on the Website after the completion, which can be done by: - providing a public training link (e.g. Strava, Endomondo), - uploading a photo with the completion details (distance and time).

1.2 The photo can be taken, for example, from the display of the Customer's phone, the data of the training application, the watch face of the smartwatch, the display of the treadmill. The important thing is that it clearly shows the distance and time completed. The provider will not publish the training link or the photo, it is only necessary for verification purposes.

1.3 For the Family Team event, only one time and certificate per team needs to be uploaded. Based on the uploaded results, the Service Provider will create a results list from which the Customer can download or share their certificate of completion via Facebook. After the virtual running event, the Service Provider will mail the gift chosen at the time of registration to the Customer. The Service Provider may also donate part of the entry fee to charity.

2. Liability of the service provider As part of the virtual running event service, the Service Provider is responsible for: - ensure the availability of the Website, - make available through the Website services with the best professional content available, - mail to the Customers the prize selected when they entered the virtual race, - publish the results list. The Service Provider accepts no liability: - due

to the failure of the Customer to attend an event, - for the Customer's medical condition and any changes in it, - for the data uploaded by the Customer, - for the improper operation of the internet browser used by the Customer, - the Customer is unable to access the Website due to an error on the part of their internet service provider, - the Customer is not using the Website for its intended purpose, - to meet the Customer's prior expectations. The Supplier does not provide the Customer with health insurance and medical supervision during the virtual running event.

3. Buyer's responsibility By registering, the Customer acknowledges and accepts that he/she participates in the virtual running event solely at his/her own risk. By entering, the Customer declares that he/she is in good physical and health condition. In the event of damage (injury, compulsion to abandon performance, etc.) or failure to participate in the event, the Customer shall not be entitled to any claims or demands against the Service Provider. You will regularly check and verify your medical condition and declare that you are not aware of any medical condition that would prevent you from participating in the virtual running event. The Customer acknowledges that the Service Provider shall not be liable for any problems resulting from incomplete or inaccurate completion of the results page (e.g. incorrect or missing results, etc.). You agree to the terms and conditions of entry and participation set out in the Service Provider's T&Cs and have read and understood the event information. You agree that you cannot withdraw from the virtual event, and therefore the options set out in the General Withdrawal Conditions do not apply. The Customer accepts and complies with the current government regulations on curfew and measures relating to sporting events and sports training.

4. Other information If the Customer has any questions about the event or its management, he/she can contact the Server at [nevezes@futanet.hu](mailto:nevezes@futanet.hu). Virtual races count towards the Spuri Gold Card program (except for those that are free to register for), and the Customer can also collect events and mileage here. If the distance completed and certified is shorter than the distance chosen, the result will not appear in the results list. If the distance covered is longer than the distance chosen, the Customer must provide the time taken to complete the entire run, not the part of the run corresponding to the distance chosen. If the Customer runs longer than the distance entered, please record the training in two stages or stop the watch/app for one photo. If you are running with a GPS device, please make sure that the satellite connection is active at the start and during the run. There are no wheelchair and handbike categories in the races. The distance is completed individually, the refreshment must also be done by the Customer, therefore the Service Provider recommends that the Customer has enough fluids and other energy substitutes. A mobile phone should be available at all times during the run so that assistance can be called in case of problems. This is not a normal event organised by the Service Provider, there is no health insurance, no medical supervision, and the situations that arise during the run must be dealt with by the Customer alone. The Customer is NOT RECOMMENDED to listen to or use any music or other player that muffles outside noise while running with both ears plugged in at the same time. For organisational reasons, the Service Provider reserves the right to limit the number of participants and to close the registration at any time. The Service Provider reserves the right to change the date.

5. Virtual Run epidemiological information During the duration of the emergency/emergency (if any), please comply with current and applicable government regulations regarding outdoor exercise, keeping your distance, wearing protective equipment. Please complete your chosen distance individually (unless otherwise specified by regulation) Exceptions to this rule are families living in the same household who enter the Family Team Race, who complete the distance together.