



TERMS AND CONDITIONS

1. DEFINITIONS

In these general terms and conditions the following terms are used, in all cases capitalised, with the following meanings.

Night Cruise Budapest: refers to Wiig Systems Kft, a company incorporated and operating under the laws of Hungary (Registered Number: 01 09 197201), and located at 1111 Budapest, Karinthy Frigyes út 16.

Other Party: any natural person or legal entity entering into an Agreement or intending to enter into an Agreement by means of the Website.

Consumer: an Other Party, natural person, not acting in the exercise of a profession or business.

Parties: the Other Party and Night Cruise Budapest jointly.

Agreement: all Agreements arising directly, by means of the Website, between the Parties whereby Night Cruise Budapest has undertaken vis-a-vis the Other Party to deliver one or more Tickets, giving entitlement upon presentation

thereof to admission to a Night Cruise organised by Night Cruise Budapest.

Ticket: any e-ticket delivered by e-mail within the context of the Agreement to the Other Party, presentation of which provides admission to the Night Cruise.

Night Cruise: the Night Cruise to which the Ticket applies and to which Ticket gives admission.

Website: www.nightcruise.hu

In Writing: written communication, communication by e-mail or any other means of communication that can be seen as equivalent to this in relation to the current state of technology and according to generally accepted standards.

2. GENERAL CONDITIONS

2.1. These general terms and conditions apply to all legitimate offers of Tickets made by means of the Website to the Other Party, and to all Agreements entered into.

2.2. Any general terms and conditions of the Other Party, howsoever called and referred to, do not apply to the Agreement.

2.3. Deviations from that stipulated in these general terms and conditions may only be made explicitly and In Writing.

2.4. Nullity or invalidity of one or more of the stipulations of these general terms and conditions or the Agreement as such, are without prejudice to the validity of the other stipulations. In such cases, Parties are obliged to consult with one another in order to arrive at a replacement arrangement in relation to the stipulation that is invalid or null and void. The aim of the original stipulation will be retained in this as far as possible.

3. OFFER AND CONCLUSION OF THE AGREEMENT

3.1. All offers of Tickets on the Website are without obligation and are made subject to availability of the Night Cruise offered. Night Cruise Budapest may revoke its offer until immediately after, or in any event as soon as possible after, acceptance thereof by the Other Party. In such cases, Night Cruise Budapest will immediately ensure reimbursement of the payment made by the Other Party.

3.2. Notwithstanding that stipulated in the previous paragraph, all Agreements are concluded the moment the Other Party has accepted the offer on the Website and fulfilled all conditions explicitly stated in the offer, including payment of the price payable by the Other Party. Notwithstanding that stipulated in paragraph 1, Night Cruise Budapest will then confirm the Other Party's order by e-mail.

4. RIGHT OF DISSOLUTION FOR CONSUMERS

4.1. The Consumer has the right to dissolve the Agreement without stating grounds up to 24 hours before the departure of his/her tour.

4.2. In the event that the Consumer exercises his/her right to dissolve s/he may dissolve the Agreement by submitting a request to this end to Night Cruise Budapest by e-mail or making use of the model form for dissolution provided by Night Cruise Budapest. As soon as possible after Night Cruise Budapest has been informed of the Consumer's intention to dissolve the Agreement, and provided that the stipulations of this article have been fulfilled, Night Cruise Budapest will confirm the dissolution by e-mail.

4.3. In the event of valid recourse to the right of dissolution, Night Cruise Budapest will refund to the Consumer the payments already received from the Consumer as soon as possible, and in any event no later than within fourteen days of dissolution of the Agreement.

5. PAYMENT AND DELIVERY OF TICKETS

5.1. Payment for Tickets must be made by one of the payment methods specified by Night Cruise Budapest on the Website. The Other Party is obliged upon conclusion of the Agreement to make payment in full in advance. Night Cruise Budapest is not obliged to deliver Tickets ordered until the Other Party has paid in full the amount payable by it to Night Cruise Budapest by virtue of the Agreement.

5.2. Tickets ordered and paid for will be delivered to the e-mail address specified by the Other Party. Night Cruise Budapest

will never be liable for damages incurred by the Other Party providing an incorrect e-mail address.

6. ADMISSION TO THE NIGHT CRUISE

6.1. Each Ticket will be provided to the Other Party once only, and gives entitlement to admission to the Night Cruise for one person, unless it is explicitly stated otherwise In Writing. The participant in the Night Cruise must show the Ticket using his or her smartphone, or printed out, whereby the QR code must be clearly visible. In the event that the QR code cannot be scanned as a result of any circumstance attributable to the Other Party or the participant – for example a printed Ticket is damaged or not clearly printed – Night Cruise Budapest is entitled to refuse admission to the Night Cruise without being held liable for any refund of the price paid for the Ticket or any other form of compensation.

6.2. The Ticket entitles the holder thereof to admission to the Night Cruise. Only the holder of a valid Ticket who is the first to show the Ticket at the entrance will be granted admission to the Night Cruise. Night Cruise Budapest may assume that the holder of a valid Ticket is also the rightful owner thereof. The participant in the Night Cruise must ensure that s/he is and remains the holder of the Ticket provided by Night Cruise Budapest.

7. CANCELLATION & RELOCATION OF THE NIGHT CRUISE

7.1. In the event of force majeure or unforeseen exceptional circumstances, Night Cruise Budapest reserves the right at all times to cancel the Agreement, for example in the event of extreme bad weather, ice on the water or too high/too low water level.

7.2. In the event of cancellation as referred to in the previous paragraph, Night Cruise Budapest will notify the Other Party of this at the earliest opportunity and refund the amount paid by the Other Party at the earliest opportunity, without the Other Party being able to claim any further compensation.

8. FORCE MAJEURE

8.1. Night Cruise Budapest is not obliged to fulfil any obligation ensuing from the Agreement if and for as long as Night Cruise Budapest is hindered in its efforts to do so by a circumstance not attributable to it by law, through a juristic act or according to generally accepted standards.

8.2. In the event that the situation of force majeure makes it permanently impossible to fulfil the Agreement, the Parties are entitled to dissolve the Agreement with immediate effect.

8.3. In the event that Night Cruise Budapest, at the time the situation of force majeure occurs, already carried out its obligations in part, or is able to carry out its obligations only in part, it will be entitled to charge the Other Party separately for the part of the Agreement already carried out or to be carried out, except in as far as this has no independent value in itself.

8.4. Damages incurred as a consequence of force majeure are never subject to compensation, without prejudice to the applicability of the previous paragraph.

9. LIABILITY AND INDEMNIFICATION

9.1. Night Cruise Budapest is never liable for damages arising because it has worked on the basis of incorrect or

incomplete information provided by the Other Party.

9.2. Night Cruise Budapest is never liable for indirect damages, including personal injury, losses sustained, loss of profits and losses resulting from business interruption. Night Cruise Budapest can, notwithstanding that stipulated in the rest of these general terms and conditions and in particular that stipulated in Paragraph 4, only be held liable vis-a-vis the Other Party for direct losses incurred by the Other Party as a result of a shortcoming in the implementation of the Agreement attributable to Night Cruise Budapest. An attributable shortcoming is defined as a shortcoming that a good professional acting with due care and attention can and should avoid, all of which with the observance of a normal degree of attentiveness and the professional knowledge and resources required for the implementation of the Agreement.

9.3. In the event that Night Cruise Budapest is liable vis-a-vis the Other Party for any damages, Night Cruise Budapest is at all times entitled to remediate these damages. The Other Party must give Night Cruise Budapest the opportunity to do so, failing which all liability on the part of Night Cruise Budapest in the matter will lapse.

9.4. Night Cruise Budapest's liability will at all times be limited to no more than the billable value of the Agreement, or in any event to that part of the Agreement concerned by Night Cruise Budapest's liability.

9.5. The Other Party indemnifies Night Cruise Budapest from any claims from third parties incurring damages in relation to the implementation of the Agreement,

the cause of which is attributable to parties other than Night Cruise Budapest.

9.6. The right to lodge a claim or defence in relation to the argument that the Night Cruise offered by Night Cruise Budapest does not correspond to the Agreement lapses in the event that the alleged shortcoming is not reported to Night Cruise Budapest within 7 days of the termination of the Night Cruise, In Writing and stating grounds.

10. INTELLECTUAL PROPERTY

All copyright and other intellectual property rights to the Website, including the design and operation thereof, as well as the images and texts placed thereon, are the property of Night Cruise Budapest. The Other Party is not permitted to copy this material, nor to reproduce this nor use this in any manner whatsoever other than that which is essential in relation to the normal use of the Website.

11. COMPLAINTS

11.1. In relation to complaints concerning Night Cruise Budapest, the Other Party can contact Night Cruise Budapest by e-mail.

11.2. Complaints concerning Night Cruise Budapest will be processed as quickly as possible following their receipt. In the event that no concrete response can be given within 14 days of receipt of the complaint, the Other Party will receive a confirmation of receipt within this term, accompanied by a statement of the term within which the Other Party will receive a concrete response.

11.3. In the event that a complaint from a Consumer concerning Night Cruise Budapest cannot be resolved in consultation, the Consumer may submit the dispute to the disputes body of the

ODR platform
(europa.eu/consumers/odr/).

12. FINAL STIPULATIONS

12.1. The law of Hungary is exclusively applicable to all Agreements and all legal relationships between the Parties ensuing therefrom.

12.2. In the event of a legal dispute arising between the Parties, the Parties will not submit this to the competent court before having made every effort to resolve the dispute amicably.

12.3. Unless in the circumstances in question the law deviates imperatively from this, only the court in Budapest will be competent to hear any legal disputes between the Parties.

12.4. In the event that these general terms and conditions are available in several languages, the Hungarian-language version will in all cases prevail in terms of interpretation of the stipulations contained therein.

Night Cruise Budapest

Company name: Wiig Systems Kft
Company address: Karinthy Frigyes út 16.
1111 Budapest (Hungary)
Departure address: Budapest, Batthyány tér, Pier 1
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