

General Contracting Terms and Conditions

EAGT Gestalt Conference

19-22 September 2019

Data of the Service Provider:

Name: Magyar Gestalt Egyesület/Hungarian Gestalt Association
Registered office and postal address: 1146 Budapest, Zichy Géza u. 5.
Registry keeping authority: Metropolitan Court
Registration number: 01-02-0010812
Tax number: 18183203-2-42
E-mail address: elnokseg@gestalt.hu
Website address: <http://gestaltconference2019.com/>
Telephone customer service:
Customer Service e-mail address: admin@gestaltconference2019.com
Telefax:

Complaint processing place and contact information:

admin@gestaltconference2019.com

Hosting provider:

Webonic Kft.

Hosting provider's address:

8000 Székesfehérvár, Budai út 14., webonic@webonic.hu

I. General Provisions

1. These General Contracting Terms and Conditions (hereinafter: GCTC) determine the terms and conditions of the admission ticket sale and purchase service between the Service Provider and the Natural Person or Legal Entity using the Service Provider's online system (hereinafter: Customer) as well as the rights and obligations relating thereto.
2. The Service Provider operates an online system (hereinafter: System) to sell admission tickets (hereinafter: Tickets) for the EAGT Gestalt Conference (hereinafter: Conference) to be held on 19-22. September 2019.
3. The Service Provider is the organiser and the implementer of the conference and is in possession of all the permits and licenses required for the implementation.
4. Natural persons over the age of 18 may make purchases on the website. The Customer accepts the Terms and Conditions of the Contract for the Service as well as the provisions of these GCTC by pressing the "Submit" navigation button. By entering into a Contract, the Customer declares having understood and accepted as binding the provisions of these GCTC, including especially the information referred to in section II. of the GCTC as well as granting consent to the processing of their data required for the use of the Service within the scope as specified in the GCTC and in the data processing information.
5. The established Contract is construed a written Contract; the conclusion of the Contract is certified by the electronically saved purchase data supplied by the Customer, which the Service Provider shall keep for a specific period (8 years) defined in the legal regulation on accounting and taxation. The data entered by the Customer, the information recorded about the purchased ticket, the confirmation of the transaction by the bank and the text of the GCTC shall together constitute a written contract.
6. The Contract between the Parties is established in English.
7. The Service Provider informs the Customer and the Customer expressly accepts that the Service Provider has the right to unilaterally amend the GCTC. When the GCTC are modified, the Service Provider informs the Customer by disclosing the changes on the website no later than eight (8) days prior to the entry into force of the modification.

II. Information prior to the conclusion of distance Contracts pursuant to section 11. of Government Decree 45/2014. (26 February):

1. Users can learn about the details of the Conference, the types and prices of the available tickets, the teams and the detailed programme on the website prior to making a purchase. The ticket price includes the applicable prices (gross) in EUR (EUR) and is payable by bank transfer. The ticket price includes only the price of participation in the Conference and the meals stated in the Conference programme. In addition to the gross prices indicated therein, Consumers may not have any further costs in that regard. The price includes all the costs, yet the Customer's bank may apply charges during the payment. Any other expenses relating to the Conference (e.g., accommodation, travel, other meals, equipment required for workshops etc.), shall be covered by the Customer.
2. Service Provider's name: Magyar Gestalt Egyesület/Hungarian Gestalt Association
3. Service Provider's registered office, postal address, e-mail address:
1146 Budapest, Zichy Géza u. 5.. admin@gestaltconference2019.com

4. The Service Provider operates at the registered office specified in section I. Consumers may address their complaints to any contact address of the Service Provider.
5. The Service Provider does not use Contracts for an indefinite term or flat rate Contracts. The price includes the costs of the particular purchase, stated in these GCTC.
6. The Customer's telecommunication provider may charge a fee for the internet, mobile or other electronic connection of the device used in the purchased transaction (mobile phone, telephone, computer tablet with internet connection etc.) pursuant to the Customer's individual subscription or other Contract. However, the Service Provider does not apply any premium rate Service.
7. The Service Provider does not issue tickets; the Customer may attend the Conference by presenting the bill or a copy thereof.
8. Complaint handling rules:
 - a) All complaints are handled at the Service Provider's registered office. The postal address, email address, online address and phone number of the Customer Service are stated in section I. of the GCTC.
 - b) The Customer may inform the Service Provider of any complaint concerning the Service Provider's conduct, activity or default, directly related to the distribution or sale of the goods verbally or in writing. The Service Provider shall investigate verbal complaints without any delay and, if possible, take action to remedy the situation without any delay. When the Customer does not agree with the complaint handling or the complaint may not be investigated immediately, the Service Provider shall prepare a report on the complaint and on their position concerning the complaint, and shall hand over one copy thereof to the Customer immediately when the complaint is submitted verbally, or send it to the Customer, not later than simultaneously with the substantive response in the case of verbal complaints submitted by phone, or by using some other electronic telecommunication service.
 - c) The Service Provider shall provide a substantive response to the written complaint in writing within thirty days from its receipt and send it to the Customer, primarily to the email address provided by the Customer. The Service Provider must provide reasons for decisions rejecting the complaint. In the event that the complaint is rejected, the Service Provider must inform the Customer in writing about the authority or conciliation panel where a procedure may be initiated concerning the complaint, subject to the nature of the complaint. The postal address of the competent authority and of the conciliation panel competent according to the Service Provider's registered office, must also be specified.
 - d) The Service Provider does not pursue any public service and therefore is not subject to any special legislation pertaining to Service Provider pursuing such activities (operating a special customer service, extended customer service hours, availability of appointments, continuous accessibility, five minutes' login time, customer protection officer, etc.).
9. The Service Provider does not execute any transaction during which the Consumer could be obliged to reimburse the eligible costs of the Service Provider, due to the fact that the Consumer exercised their right of cancellation and termination of the Contract.
10. Pursuant to section 29. (1) l) of Government Decree 45/2014. (26 February), the Customer may not exercise the right of cancellation or termination of the Contract because the admission ticket for the Conference applies to a particular time (specific day, specific date).
Information on liability for defects and product warranty is available
here: https://gestaltconference2019.com/wp-content/uploads/2018/05/Kellékszavatosság_EN.pdf
11. The Service Provider is accessible via email at admin@gestaltconference2019.com.
12. Pursuant to Government Decree 151/2003. (22 September) and its annex, the guarantee obligation does not apply to the products sold by the Service Provider.
13. The Service Provider is not a signatory and is not subject to the Code of Conduct defined in the Act on the Prohibition of Unfair Trade Practices against Consumers.
14. The Contract between the Service Provider and the Customer is established for a definite period, which ends when the Conference ends.
15. The Contract may not be transformed into a Contract for an indefinite term.
16. During the purchase process, the Customer has no obligation other than the payment of the price.
17. The Customer does not provide any deposit or other financial security to the Service Provider.
18. Digital data content operation, technical protection measures: The availability of the servers in which the purchase data are saved is above 99.9% p.a.. All data are backed-up regularly, and therefore the original data can be restored if any problem occurs.
Cooperation capacity of the digital data content with hardware and software: The data are stored in an MSSQL and MySQL database provided by the host provider Webonic Kft. (8000 Székesfehérvár, Budai út 14.)
The data are stored with sufficient strength and encryption and are coded with integrated hardware support.
19. Consumers may turn to the geographically competent district offices with their complaints. For more contact information, visit the following website: <http://jarasinfo.gov.hu/>.
20. The scope of competence of the conciliation panel includes resolving disputes related to the quality or safety of the product, the application of product liability rules, the quality of service or the conclusion and delivery of the contract between the parties (consumer disputes) out of court. To this end, the conciliation panel shall attempt to achieve an amicable settlement or, failing that, to adopt a decision on the case with a view to the simple, rapid, efficient and cost effective enforcement of consumer rights. When requested by a consumer or a business, the conciliation panel will advise on rights and obligations of consumers. The conciliation panel is an independent body operating alongside the County (Budapest) Chamber of Commerce and Industry. Conciliation body having

competence according to the registered office of the Service Provider: Budapest Conciliation Panel, registered office: 1016 Budapest, Krisztina krt. 99. III. floor 310., postal address: 1253 Budapest, P.O. Box: 10.

21. Customers whose place of residence is in the European Union should note that, if they have a cross-border consumer dispute, i.e., their place of habitual residence is outside Hungary, they may also use the online dispute settlement platform in relation to any product or service purchased online. The online dispute resolution platform is available on the following link: <https://webgate.ec.europa.eu/odr/main/?event=main.home.show>

III. The purchase

1. The Service Provider reserves the right to reject the Customer's order in justified cases, especially including when false or incomplete data are supplied or any fraud is committed in relation to the system or the admission tickets.

2. The Customer declares that their supplied data are true and valid.

3. In the course of the purchase transaction, the Customer can select the ticket to be purchased on the 'Registration' page. Following the entry of the required data, the Customer selects the requested meals and, by ticking the check box, confirms having studied and accepted as binding the provisions of these GTC and the data processing information. By pressing the Submit navigation button the Customer purchases the tickets and has a payment obligation. When data need to be corrected, the Customer may make an unlimited number of corrections until they press the 'Submit' navigation button. After that, the payment is made by bank transfer. The Service Provider sends confirmation of the purchase, with an issued proforma invoice, to the specified email address within 48 hours. The Customer shall be liable for any loss or damage occurring due to the supply of an erroneous email address. If the Customer does not receive confirmation of the order within 48 hours, they must report it to the Service Provider and if no confirmation is received within the subsequent hour, the Customer shall be relieved from the binding force of the offer, i.e., the Customer will no longer be bound by the order and shall not be obliged to accept the ticket or pay for it. The Service Provider rejects liability for any error that occurs during the bank transfer.

4. The Customer receives an e-invoice (electronic invoice) about the purchase. An electronic invoice is an invoice that contains the invoice data in the form of electronic signs. An electronic invoice can only be issued transmitted and stored electronically and its paper-based version may not be used as an original authentic document. The Service Provider issues the e-invoice automatically, based on data supplied by the Customer, with the mediation of an e-invoice provider (Számlázz.hu, operator: KBOSS.hu Kft., tax number: 13421739-2-13, company registration number: 13-09-101824, registered office: 2000 Szentendre, Táltos u. 22/b.). By starting the purchasing process, the Customer expressly declares acceptance of the e-invoice and a transfer of their data to the e-invoice provider. If the Customer enters the name or the address to be indicated in the invoice erroneously and the invoice is issued with the wrong information, the Customer may request the modification of the invoice on one occasion within no more than 10 calendar days from the date of issue of the invoice. The Customer may request the modification of the invoice at the following email address: admin@gestaltconference2019.com.

IV. Limits of the services of the Service Provider

1. As the Service Provider provides the Service in a particular state ('AS IS'), the Service Provider shall not be liable in any way for the accuracy, reliability, problem-free operation, completeness or suitability of the intended purpose of the Service, including the software used for the operation of the Service and all contents accessible with the Service. Furthermore, the Service Provider shall not be held liable for any fault occurring as a result of any event beyond their control or the consequences thereof, such as technical errors or interruption of the internet network, technical unavailability or interruption caused by any event, or destroying applications or programs installed by other parties (including: viruses, worms, macros or hacker activities).

2. In order to maintain the Service or the related website or for other security reasons, the Service Provider shall have the right to interrupt the Service in part or in full, without the provision of any prior notification or information.

3. The Service Provider shall only be liable for damages caused by deliberate or severely negligent fault attributable to the Service Provider. The liability is limited to the value of the purchase transaction.

4. The Customer accepts that the Service Provider is not responsible for any damage or fraud that occurs during or as a result of the payment.

5. The Service Provider excludes liability for any damage or loss that is the consequence of any non-contractual or unlawful activity or default of the Customer or a Third Party.

V. Rules relating to the Conference

1. Registration is by name, yet it is transferable. Admission to the Conference takes place through registration on site and involves the wearing of the ID defined and provided on site by the Service Provider (e.g., armband, badge).

2. Everyone attends the Conference on their own responsibility. Although the Service Provider takes all reasonable and expected efforts to implement the event safely, the Service Provider shall not be liable for any visitors who behave irresponsibly. Individuals under the influence of alcohol, narcotic drugs or other psychoactive substances may not attend the Conference.

3. Image and voice recordings capturing the attendants may be made at the Conference; if you do not wish to be in the recordings, please wear a no photo badge displayed at the registration point.

4. The Organiser may remove any visitor who is in breach of the Terms and Conditions of participation, the house rules of the Conference or the institution hosting the Conference and the instructions of the security service and other law enforcement bodies, to ensure the safety of the event to avoid disturbing the other visitors attending

the Conference. The Service Provider may not be obliged to provide compensation to individuals who are excluded from the Conference for the aforementioned reasons.

5. In the case that the Conference is cancelled, the Service Provider will inform the Customer. If the Conference is cancelled, the Service Provider shall provide information on the process, site and deadline of refunding the tickets on its website or via email. Tickets may be refunded within the time limit of thirty (30) days from the announcement, in exchange for the presentation of the invoice confirming the purchase. The Service Provider is not obliged to provide compensation for any assumed or actual damage or cost other than the price of the admission ticket, which must be redeemed by the Party providing the refund, in full. The registration fee cannot be reclaimed in any case other than the cancellation of the Conference.

6. If either the Customer or the Service Provider is unable to fulfil any contractual obligation for any reason that is beyond their control, such as war, mutiny, terrorist action, strike, accident, fire, blockade, flood, natural disaster, sever disruption to the power supply or any other unpredictable or unavoidable event, the respective Party shall not be liable for any loss or damage that occurs as a consequence of such events.

VI. Closing provisions

1. These GCTC were prepared in English and must be interpreted according to the rules of the Hungarian law.

2. In respect of issues not regulated in these GCTC, the provisions of the Hungarian Civil Code (Act V of 2013) shall apply.

3. The Data Processing Information contains the terms for the processing of the personal data of Customers.

Download here : <https://gestaltconference2019.com/wp-content/uploads/2018/05/Privacy-Policy.pdf>

Budapest, 17 May 2018