

TERMS AND CONDITIONS FOR SERVICES

This contract contains the general contractual terms and conditions (hereinafter: **GTC**) regarding the buyers (hereinafter: **Customer**) of the tickets and services sold and provided by **BSI Sport Kft., as Service Provider (hereinafter: Service Provider)** through the futanet.hu website (hereinafter: **Website**).

The present GTC contains all terms and conditions regarding every ticket and service provided by the Service Provider that can be purchased by the Customer through the Website.

All the technical information that is required to use the Website but is not included in this GTC, is available on the Website.

The language of the contract is Hungarian and the contract does not constitute a written contract, therefore it will not be filed, and subsequently it will not be accessible or viewable, except for the data regarding the orders.

Service Provider is not subject to the provisions of any code of conduct.

1. Service Provider's Information

Name: BSI Sport Kft.

Headquarters: 1138 Budapest, Váci út 152-156.

Company Registration Number : 01-09-729245

Court of Registration: Metropolitan Court

Tax Number: 13320360-2-41

Account-Holding Financial Institution: Budapest Bank

Account Number: 10102086-51120700-01000007

E-mail Address: registration@[budapestmarathon.com](mailto:registration@budapestmarathon.com)

Phone Number: 36 1 220-8211; 36 20 965 1966

Fax: 36 1 273 0936

Service Provider uses multiple hosting services in order to provide Services without any complication in case the given server becomes inaccessible.

1a) The database and the server room for the start lists and results lists is provided by Magyar Telekom Nyrt., 1097 Budapest, Könyves Kálmán körút 36.

1b) The server room for the www.runinbudapest.com website is provided by Magyar Telekom Nyrt., 1097 Budapest, Könyves Kálmán körút 36.

2) The raceinfo.hu (runner tracker app) can be found on Amazon cloud, in the data center located in Frankfurt:

Amazon Web Services EMEA SARL, 38 Avenue John F. Kennedy, L-1855 Luxembourg

3) The servers for the forms and other displayed contents can be found at the following locations:

SiteGround Spain S.L., Calle Prim 19, 28004 Madrid, Spain

DotRoll Kft., 1148 Budapest, Fogarasi út 3-5.

2. Object/Provided Services

Service Provider organizes leisure events and, within that, it provides an opportunity to sign up for the leisure events (hereinafter: Event) organized by the Service Provider and to buy additional services related to the Event.

3. General Terms of Use of the Website

4. Sign Up

All the contents of the Website are accessible to every Customer without sign up, but the registration to the events and the purchases need login information.

In order to sign up for the Website, the Customer must click on the "Registration" menu item at the top of the page, then after clicking the "Registration Now" button the Customer will be transferred to the entry.budapestmarathon.com subpage (hereinafter: Subpage).

Registration must begin by either clicking on the "First Time Visit, Register Now" on the front page of the Subpage, or by clicking the "Registration" button on the left side of the Subpage.

To be able to sign up, the Customer must fill out the information fields. The mandatory fields are marked by a red asterisk.

At the end of the registration process, the Customer must accept the Privacy Policy and present GTC.

The registration process must be completed by clicking on the "Send Registration" button. After this the Service Provider sends a confirmation e-mail to the e-mail address provided by the Customer.

The registration means no obligation to pay.

In case the Service Provider has defined additional terms and conditions regarding the given event, the Customer must accept those as well, and the contract between the Parties is created by the additional terms and conditions and the GTC.

5. Payment

All payments shall be made by the Customer by online payment with the help of a credit/debit card. The card payment is made through the SimplePay system.

The prices displayed on the Website are valid at the time of the order and the registration; the prices are marked on the Website next to each service. The prices shown on the Website already include the VAT.

The Customer accepts the sliding scale pricing for the services, therefore as the Events are approaching the prices may increase.

The Service Provider shall not be liable for any price that is apparently marked incorrectly, despite its diligence and/or because of a problem that occurred in the IT infrastructure.

The following, in particular, shall be deemed to be incorrectly indicated:

- A price of 0 HUF,
- A discounted price where the original price was deducted incorrectly (e.g. for a 1000 HUF service, when a 20% discount is applied, the final cost is only 500 HUF).

In case of an incorrectly marked price the Service Provider gives the Customer the opportunity to purchase the service for the original price, and the Customer may purchase it or cancel the order without any adverse legal consequences.

6. Fixing Data Entry Errors

The Customer may correct any information in the data fields of the form on the Website during the entire time of the ordering process and before sending the order to the Service Provider.

In case the Customer has already sent the order but the information provided seems to be incorrect, the order must be deleted or modified as soon as possible. The cancellation of the wrong order shall be done by e-mail, sent from the e-mail address provided upon order/registration, or via phone call to the Service Provider. After this, a new order with the correct information may be submitted.

Offer Validity, Confirmation

The Service Provider processes the orders automatically, and sends a confirmation to the Customer's e-mail address regarding the acceptance of the order and the conclusion of the contract; the confirmation e-mail contains the information provided by the Customer during the registration (billing and shipping information), the order ID, the date of order, the list of the services purchased, their quantity, the price of the service and the total amount payable, and the contact information of the Service Provider.

The confirmation e-mail from the Service Provider is considered the acceptance of the Customer's offer, therefore a valid contract is concluded between the Service Provider and the Customer.

The Customer is released from the obligation to purchase the service in case they do not receive the confirmation e-mail from the Service Provider within 48 hours at the latest.

In case the Customer has already sent the order to the Service Provider, but the confirmation e-mail contains any error regarding the Customer's information, the Customer shall notify the Service Provider within 1 day about the problem for the Service Provider to avoid fulfilling incorrect orders.

The order is considered an electronically concluded contract, and the provisions of Act V of 2013 on the Civil Code and the Act CVIII of 2001 'on electronic commercial services and certain questions relating to the information society' apply. The contract concluded between the consumer and the enterprise is covered by the Government Decree 45/2014 (II 26.).

7. Purchasing from Abroad

The Service Provider does not differentiate between orders coming from the territory of Hungary or outside of the country, but within the European Union.

All orders from abroad are subject to the rules and regulations of present GTC along with the Regulation (EU) 2018/302 of the European Parliament.

The language for all communications regarding foreign orders is Hungarian, and the Service Provider shall not be obliged to communicate with the Customer in the official language of the Customer's country.

The Service Provider shall not be required to comply with the rules and regulations in effect in the Customer's country regarding the given service, to comply with any sector-specific rule or, to inform the Customer about these requirements.

The Service Provider applies the standard VAT rate in Hungary for all the Services that do not exceed the 10,000 EUR threshold. Above that threshold the Service Provider applies a VAT according to the Customer's country.

The Customer may exercise the rights provided in present GTC.

The payment is made in the currency specified by the Service Provider.

The Service Provider may withhold the service until it is proven that the payment for the service has been made through the electronic payment option (including the case when the Customer transfers

the amount payable in the currency of their own country, and after the possible banking fees and the cost of conversion the Service Provider does not receive the full amount). If the full price of the service has not been paid, the Service Provider may ask the Customer to transfer the remaining amount as well.

8. Registering for an Event

Choosing an Event

The Customer may find the menu items on the subpage of the given Event, after signing in, by clicking on the “Entry System” button. The current main Events, as well as the locations of the given Events, the registration periods, the types of the events, and the distances of the races are all available for viewing by clicking on the “Online Registration” button.

The Customer may submit their own entry by choosing the selected Event and then clicking on the “Registration” button. All the information about the Customer provided upon registration, as well as the registration fee are visible among the information of the Customer.

Upon registration, the Customer must provide the following information:

- T-shirt size
- Goal pace (in case of a team the goal pace of the first runner)
- Emergency contact information (name and phone number)
- Text displayed on the bib
- Vest size

For a successful registration, the Customer must accept the terms of the registration by ticking the checkbox.

In case the Customer does not want to add another person to the registration, they must click the “Complete Registration, I Wish to Pay” button.

The Customer can sign up another person for the given Event by providing the following information:

- Futanet ID
- Title
- Family Name
- Given Name
- Date of Birth

The Customer can complete the registration of the other person by clicking on the “Register them for the race”.

The Customer can register a separate account for another person by clicking on the “Sign Up a New Person” and then following the steps for the registration.

9. Completing the Order

In case the Customer wants to buy multiple tickets, they can do so by going to the Entry System, clicking on the Register Online menu item, and then finding the desired event. The Customer can cancel a service under the “Pending Registrations” menu by checking the service they want to cancel and then clicking on the “Cancel” icon.

To make a payment, the Customer must click on the “Pending Registrations” menu and then choosing the “Pay with Card” option.

By clicking the “Pay” button, the Customer will be transferred to the SimplePay system.

By clicking “Pay”, the Customer is obliged to pay the amount.

Payment must be made by credit/debit card. The payment is made through the SimplePay system.

10. Confirmation

The Service Provider notifies the Customer of the successful transaction immediately on the webpage, as well as via e-mail later on—the e-mail will contain the order ID as well.

After the successful payment the purchased ticket will be sent out to the Customer via e-mail as a voucher or an e-ticket. The voucher or the e-ticket contains the name of the registered person, therefore they are non-transferable.

11. The Rights of the Customer

The Customer is allowed to attend the event only after the successful payment of the registration fee.

By paying the registration fee—unless otherwise noted by the Service Provider—the Customer is eligible for the following:

- Attending the Event
- Bib for the Event
- Unique technical T-shirt with a logo
- Finisher medal
- Refreshment stations at the Event
- Finisher bag
- Availability of first aid services
- Closed and secured course
- Time measurement with chip
- Attending the programs related to the Event

In order for the Customers to be able to attend the race—after registering for the event and paying the registration fee—they must accept the terms and conditions of the race.

12. Policy at the Event

If the Service Provider does not define additional requirements for the given race, the following policies apply.

Given the characteristics of the route and the due to an increased risk of accidents, Customers in wheelchairs and handbikes may only sign up for the race with a pre-registration, and can only attend the race along with a helper.

In case of Customers in wheelchairs and handbikes:

- If they accomplish the distance on their own, they can start from the beginning of the field. They will start the race 1 minute before the field, with the help of riders in the front. Riders will accompany these racers and they can only leave the field when approaching the finish line. Overtaking must be done at a specific location, by coordinating it beforehand with the staff at the start.
- If they accomplish the distance with a helper, they must start from the specific zone according to their goal pace.

A 10-minute time penalty may be given to the runner who folds or covers the bib, or wears it in a not clearly visible way during the race.

Everybody may enter the finish area when wearing their bib. The Service Provider checks the bib (that must be worn in the front, clearly visible!) upon entering the event. The bib must be fixed with the help of safety pins that can be found in the start package or at the registration tables.

Any Customer who has been warned several times and is still not following the rules of wearing the bib, or who has intentionally shortened the route of the race marked by the organizers, or has filled in the registration form with false or inappropriate data, can be disqualified.

At the events, participants on roller skates or bike are not permitted; it is also forbidden to run accompanied by someone on a bicycle or on roller skates, run without a bib, or run with a dog or any other animal.

Any commercial and advertising activity at the venue of the event may be performed only with the prior permission of the Service Provider, in an agreed form and manner.

The Service Provider does not recommend to listen to a music player or any other device plugged into both ears because of the following reasons:

- During the events the staff works among the runners on bikes and motorcycles, and the ambulance might be working there as well
- Runners are unable to hear any noise coming from outside, so they might obstruct other runners or the medical staff, and it also makes it difficult to communicate with the organizers.

On the day of the event, in case of any medical problems prior to the race the Customer may seek for help at the first aid tent located in the designated area.

Should anyone feel unwell during the race, they need to contact the staff at the refreshment stations or at the closest mileage sign immediately.

Every bib has an emergency phone number on the back. It is recommended that the participants fully fill out the health information on the back of the bib before the start of the race.

In case the Customer is under the influence of any medication, or they have any health condition that might effect the run, it is recommended to mark it on the back of the bib.

The Service Provider reserves the right to limit the number of the participants and to close the registration at any time because of organizational issues.

The Service Provider reserves the right to make any changes to the route, programs or the time of the event due to unforeseen circumstances that require the program to be changed.

13. Service Provider Responsibility on the Events

The Service Provider is responsible for managing the confirmed entries to the given Event, for organizing the events, and for providing all the services related to the events and described in present GTC.

The Service Provider shall not be liable for any loss whatsoever during the events.

Should the Event be cancelled, the Service Provider, as the organizer of the program, notifies the Customers regarding the possibilities of the reimbursement or the compensation.

Resale of the vouchers and tickets is not permitted by the Service Provider. In case the Service Provider becomes aware of any resale activity, it has the right to terminate the previously concluded contract with immediate effect and to void the tickets.

The Service Provider shall not be liable for the following:

- Any delay in performing, or failure to perform any of its obligations under this contract if such delay or failure results from unforeseen events or circumstances—excluding the conduct of a third party for which they are responsible—or caused beyond its reasonable control (hereinafter: “Force Majeure Event”). If for the reasons described above, the Service Provider is forced to withdraw from the contract and by doing this it causes damage to the Customer, all additional costs arising from these reasons shall be borne by the Customer.
- All the damages coming from the fact that the health conditions of the Customer did not make them fit for attending the Event,
- If the Customer is not admitted to the Event for security reasons or for reasons of interest to the Customer.

The Service Provider reserves the right to unilaterally change the date of the Event. In case of the modification of the date of the Event the Service Provider notifies the Customer before the original date of the Event. In case the Customer is not able to attend the event at the new date, the Service Provider offers the Customer compensation.

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

14. Customer Responsibility

The Customer is obliged to receive services and pay the registration/service fee.

The Customer shall be held liable for any damage caused by the Customer to third parties.

The Customer is obliged to follow the policies of the Event.

By purchasing the service, the Customer declares and accepts that they participate in the events at their own risk. By registering, the Customer acknowledges that they are in good physical and health condition. They are being checked by a doctor on a regular basis—they are healthy and ready to participate in the event. The Customer does not attend the event on an empty stomach or when being sick, feverish, or in case of vomiting or diarrhea.

It is imperative that the Customer should fill out carefully the information section on the back of the bib regarding their health, so we can resolve any problem quickly and efficiently during the event.

The Customer acknowledges that the Service Provider is not liable for any injuries or health problems resulting from the Customer’s poor condition, inadequate preparation, or hidden illnesses. In case the Customer suffers any damage at the event—such as an injury or the Customer is forced to give up the competition—or they are unable to participate at the event, they will not be entitled to any compensation and will not make any claim for damages against the Service Provider.

The Customer agrees to undergo a sports medical examination if necessary and acknowledges and accepts the instructions of the physicians at the event.

The Customer agrees that they may be included in film and image materials about events and that those materials may be used for advertising purposes (e.g. billboards, internet appearances, etc.), and they are not eligible for any compensation.

The Customer acknowledges that a Customer who does not complete the full distance of the event—as designated by the organizers—, who wears the bib folded, covered or not pinned to their chest, or uses the assistance of a cyclist/roller skater, may be disqualified.

The Customer accepts that the Service Provider shall not be liable for any problems arising from the incomplete, inaccurate or illegible completion of the entry form (e.g. if due to this the Customer will not be included in the results list or the list of winners, and will not be included in the draw, etc.).

In case a ticket was purchased at a discounted price, the Customer is obliged to present a proof of the eligibility for the discount at the venue of the Event at the time of registration. If the Customer cannot confirm the eligibility for the discount, the Service Provider will provide them an opportunity to participate in the Event at the full price and the difference must be paid on the spot. The final price of the ticket will be calculated based on the Customer's registration date.

15. Balance Management

In the event of the Customer's withdrawal from the Event or other service beyond more than 14 days, after deducting the handling fee and the specified proportion of the penalty, the Service Provider shall credit the remaining amount to the Customer's balance account in its own system. The Service Provider does not apply a refund in case of withdrawal.

The credited amount may be used until the end of the year following the cancellation. The credited balance cannot be exchanged for cash and is not subject to refund. Unused balances will be cleared automatically after the expiration date.

16. Bus Ticket and Transfer Service

At certain Events, the Service Provider provides bus transportation and transfer service between the Event venue and the accommodation booked through them.

The service includes:

- An operational bus, that complies with the relevant legal regulations, is provided at places and times indicated by the Service Provider,
- Transportation between the accommodation and the destination,
- The bus can be used as a cloakroom.

The service can also be used by the Customer's relatives or friends.

17. Purchase Process

The Customer has the opportunity to book accommodation, shuttle bus and bicycle transfer services only through the accommodation order form, which can be done as follows:

- On paper in person at the registered office of the Service Provider specified in section 1,
- Through e-mail, by filling out the accommodation order form and returning it to the Service Provider via e-mail.

18. Liability of Parties

The Service Provider shall not be liable for:

- Any delays due to road traffic problems,
- Valuables left on the bus,
- Providing comfort functions.

19. Accommodation Booking

The object of the Service is to ensure the use of the accommodation service at the Service Provider's partners.

The availability of the accommodation service is limited, therefore the Service Provider processes and confirms the received bookings in a first come first serve basis.

In case the accommodation is sold out, the Service Provider will not send a confirmation about the booking to the Customer.

20. Purchase Process

The Customer may only book accommodation through the accommodation order form, which can be done as follows:

- On paper in person at the registered office of the Service Provider specified in section 1,
- Through e-mail, by filling out the accommodation order form and returning it to the Service Provider via e-mail.

21. Liability of Parties

As part of the Service, the Service Provider assumes responsibility for the following:

- Provides the possibility to book the accommodation depending on the number of available accommodation, managing the reservations in a first come first serve basis,
- According to a separate contract concluded with the partner providing the accommodation service, the partner undertook to provide accommodation in accordance with the conditions and fees included in the offer.

The Service Provider shall not be liable for:

- The quality of hotel service and that the service is in accordance with the legal requirements (given that a partner is directly responsible for this),
- For any conduct which may be attributed to the conduct of a partner in connection with the provision of their own service.

22. The Customer's Right of Withdrawal and Warranty

In the case of the services sold on the Website, all Customers have warranty rights.

The Customer, who qualifies as a consumer in connection with the registration and related services, does not have the right of termination pursuant to Section 29 (1) (I) of Government Decree 45/2014.

Under that provision, there is no possibility of termination in the case of a contract for a service in connection with leisure activities, if a performance date or time limit specified in the contract has been set.

23. Withdrawal, Cancellation and Penalty

In case of withdrawal from the events or cancellation of registration, if the Customer indicates their intention to withdraw or cancel by midnight on the Monday of the week preceding the event, the Service Provider will credit the paid entry fee to the Customer's balance after deducting 5 EUR.

If the Customer indicates their intention to withdraw from the events or to cancel the entry by midnight on the Wednesday of the week of the given Event, 40% of the paid entry fee will be deducted as handling fee and the remaining amount will be credited to the Customer's balance.

The credited amount may be used until the end of the year following the cancellation (may be used either online until 31 December, or may be redeemed in person until the registration office is open towards the end of the year). The credited balance cannot be exchanged for cash and is not subject to refund. Unused balances will be cleared automatically after the expiration date.

In case of booking accommodation or transportation service, if the Service Provider withdraws from the contract not for reasons of interest to the Customer (reasons of interest to the Customer may be when the Customer does not pay the entire cost of the accommodation or the service, or the Customer does not provide the Service Provider with the necessary information for a successful

booking), then the Customer may request a replacement (partial) service of the same or higher value, or may claim a refund of the paid fee, or is entitled to compensation for the damage incurred.

In the case of a contract regarding the accommodation, shuttle bus and bicycle transfer, the Customer has the right to withdraw from the contract already concluded at any time, however, in the cases specified in this contract, the Customer must pay a penalty. The Service Provider must be notified about the withdrawal in writing which, by agreement of the parties, must happen in person at the registered office of the Service Provider—specified in section 1—, by e-mail confirmed with a phone call, or by mail. The date of exercise of the withdrawal shall be the date of notification of the declaration in the case of personal communication, and the date of dispatch of the declaration of withdrawal in other cases.

Without paying a penalty, the Customer is entitled to withdraw from the contract prior to the conclusion of the contract (which is typically possible before the payment of the purchased service), or 60 days prior to the Event start date, or in special cases specified in present GTC.

In case the Customer withdraws from the contract 60-45 days prior to the Event start date, the service can be cancelled for a penalty of 50% of the service fee; 45-25 days prior to the Event start date the service can be cancelled for a penalty of 75% of the service fee; 25-14 days prior to the Event start date the service can be cancelled for a penalty of 90% of the service fee; whereas in case of a cancellation within 14 days of the Event start date the service can be cancelled for a penalty of 100% of the service fee.

In case of non-appearance without cancellation (withdrawal), the amount already paid by the Customer will not be refunded.

1. Transfer and Modification of Entries

At the Events, the Organizer prohibits Participants to transfer or sell the race entry tickets.

The Organizer cannot transfer a race entry ticket to another person under any circumstances, nor before or after the race.

Given that the transfer of the entries is not allowed, in case the Participant—who signed up for the race—cannot partake in the Event, they can Withdraw from it. More information on the withdrawal can be found in the “Withdrawal” section.

24. Modification of the Distance Online

In case the Participant signed up for an Event but would like to make modifications to the distance, they can do so online according to the following:

- The Participant must withdraw from the original distance.
- The paid entry fee, depending on the time of the withdrawal (additional information on this can be found in the “Withdrawal, Cancellation and Penalty” section), will be credited to your account.
- The Participant may sign up for the other distance and pay the entry fee for the given distance until the end of the pre-registration period, but only in case the Organizer has not closed the registration for that Event due to the limited number of registrations.

- **Modification of the Distance on the Spot**

Participants can only modify their entries if the bib and the race package for the original distance has not been picked up or they drop them off upon the modification of the entry.

The entry fee paid for the original distance will be calculated into the fee for the other distance, therefore the Participant must only pay the difference in the entry fees as well as the handling fee of 500 HUF.

In case the Participant signed up for an Event but would like to make modifications to the distance, they can do that on the spot according to the following:

- Participants must fill out a new registration form for the other distance.

When modifying the distance on the spot, Participants cannot use their account balance and any difference in the entry fees cannot be credited to their account either.

25. Student Discounts

Students under the compulsory school age (16 years) and older students with a valid full-time student ID card are eligible for a discount. The entry fee for students may be different from the entry fee for schools.

Conditions for claiming the discount:

- A valid full-time student ID card must be presented at the time of the pick-up of the race package (otherwise the bib cannot be picked up).
- The discount can be applied for relay teams as well in case at least one of the members of the relay team qualifies as a student. A valid student ID must be presented at the time of the bib pick-up.

In case of unauthorized use of the discount, the entry fee difference must be paid at the time of the pick-up of the race package.

In order to be eligible for the discount, the student ID must be valid on the day of the event. In case the student ID has not been delivered yet to the student by the date of the event, a certificate of school attendance must be presented at the time of the bib pick-up.

26. Doping

Participants must prepare for the race without using any prohibited substances and methods. The use of any substance on the WADA anti-doping list are forbidden. After the Event, the Participant may be requested to submit to a chemical test. In case the Participant refuses the test, they may be disqualified from the race and their results may be cancelled.

27. Time Measurement System Failure

In case of an error in the time measurement system the Organizer cannot provide a time credit to all Participants and, in this case, the results will be valid without a time credit, which must be accepted by the Participants.

28. Railroad Crossing

At railroad crossings, Participants must follow the instructions given by traffic officers. If the red lights are flashing, crossing the railroad tracks is prohibited and life threatening. In case of a violation, Participants may be disqualified immediately.

29. Traffic Management

Participants acknowledge that certain parts (indicated by the Organizer beforehand) of the course of the Event lead on roads that are not closed to traffic, thus Participants may cross these roads at their own risk. On these roads, the rules of the Highway Code are applicable to the Participants. On most of these roads, dedicated staff—hired by the Organizer—will help Participants in order for them to know when they need to yield to the traffic and when they can proceed.

The staff—except for officers in uniforms—is not authorized to stop the vehicles or interfere with the traffic; they can only stop the Participants. We kindly ask you to follow all mandatory rules for the safety of every Participant and the Event! The staff will be at specific locations in order to help you and guarantee your safety.

The Organizer shall not be liable for the consequences arising from the Participants' disregard of the traffic rules or the instructions of the staff or traffic officer at any given location.

30. Cyclists, Accompanying Participants

It is mandatory to wear a helmet for the entire duration of the Event! According to the rules of the Highway Code, in certain cases the use of appropriate bike lights is mandatory!

31. Refreshment

Participants acknowledge that at certain Events (specified by the Organizer beforehand) different refreshments will be available for Participants according to the category they belong to. Participants may only get rid of any trash at the refreshment stations and at the relay exchange zones in order for the Organizer to be able to remove it easily. Throwing away garbage on the rest of the course is prohibited and may result in immediate disqualification.

32. Relays

Participants acknowledge that exchanges and time measurements during relays may happen only in the exchange zones designated by the Organizer.

At certain events, exchanges may happen outside of these zones as well (only in special cases). The Organizer will communicate this beforehand. In these cases, the accompanying participants cannot interfere with the traffic or obstruct other runners or cyclists.

The following actions are prohibited:

- Roller skating at the Race,
- Accomplishing the distance in Kangoo boots or any other sports equipment (except for the walking and hiking event where the use of trekking poles is allowed),
- Running with dogs or any other animal,
- Participating at the event without bib.

Participants acknowledge that the violation of any of these rules may result in immediate disqualification.

33. Running with Strollers

Running with strollers is allowed only at the Participants' own risk, without causing any harm to other runners, and only at those Events where the roads that are well-maintained and wide enough. The Organizer shall not be liable for the resulting accidents.

34. Marketing and Advertising

Any marketing or advertising activity during the Event on the entire course is only allowed with the prior written permission of the BSI Sport Kft.!

35. Medical Intervention

Participants acknowledge that they may not continue the race if the medical team deems it to be dangerous for the health of the Participant. For those individual Participants, who already exceeded their time limit, the timing chip and the bib will be removed at the relay exchange zones for security purposes, and they will not be able to continue the Race. Those relay teams, whose member is deemed unfit for the race, may continue the Race without the given member.

36. Participants Limit and Closing of Entry

The Organizer reserves the right to limit the number of Participants. The Organizer may close the registration at any time, may cancel it in case of an error and may reopen it as well.

37. Valuables

The Organizer shall not be responsible for any valuables left in the cars or at the hotels.

38. Time Credits and Results

In the case of intense competition, it may happen that, despite the Participants started the Race at the same time, because of the time credits at the railroad crossings, the Participant who arrives at the finish later wins the Race. The same rules apply for the relay teams as well who start from different zones.

This means that after crossing the finish line, the final results may be different.

39. Use of Drones

During the Event, drones may be used in compliance with the rules regarding drones and, only with the written permission of the BSI Sport Kft.

40. Smoking

The spirit of the Events is incompatible with smoking during any sport activity, therefore on the route and in the finish area—to protect non-smokers—smoking is PROHIBITED.

Participants who, despite the prohibition, get caught smoking by the Organizer in the territory of the Race, at refreshments stations, at relay exchange zones, or at the start or finish area during the Race may be disqualified.

In case of Relay teams, the penalty only applies to the Participant who breaks the rules; the rest of the team may continue the race.

41. Insurance

Participants acknowledge that the entry fee does NOT include insurance.

42. Participant Status

Individual Participants may also be a member of a team. The Participant must enter the relay exchange zone and must do the exchange only there, even if this adds additional time to their individual time.

Individual Participants may only be part of up to two relay teams and must pay the entry fee twice.

At the Balaton Supermarathon event, the 4-day individual Participant may be the first runner of up to two teams: the first one is complementary, but the Participant must pay an entry fee for being part of the second team.

43. Withdrawal, Cancellation and Penalty

In case of withdrawal from the events or cancellation of registration, if the Customer indicates their intention to withdraw or cancel by 6 weeks before the event the event, the Service Provider will credit the paid entry fee to the Customer's balance after deducting 5 EUR.

If the Customer Customer indicates their intention to withdraw within 6 weeks of the event, but no later than midnight on the Wednesday of the event week, 40% of your paid entry fee will be deducted deducted as handling fee and the remaining amount will be credited to the Customer's balance

In case of booking accommodation or transportation service, if the Organizer withdraws from the contract not for reasons of interest to the Participant (reasons of interest to the Participant may be when the Participant does not pay the entire cost of the accommodation or the service, or the Participant does not provide the Organizer with the necessary information for a successful booking), the Participant may request a replacement (partial) service of the same or higher value, or may claim a refund of the paid fee, or is entitled to compensation for the damage incurred.

In the case of a contract regarding the accommodation, shuttle bus and bicycle transfer, the Participant has the right to withdraw from the contract already concluded at any time, however, in the cases specified in this contract, the Participant must pay a penalty. The Organizer must be notified about the withdrawal in writing via e-mail or mail.

Without paying a penalty, the Participant is entitled to withdraw from the contract prior to the conclusion of the contract (which may typically happen before the purchase has been made), or 60 days prior to the Event start date, or in special cases specified in present GTC.

In case the Participant withdraws from the contract 60-45 days prior to the Event start date, the service can be cancelled for a penalty of 50% of the service fee; 45-25 days prior to the Event start date the service can be cancelled for a penalty of 75% of the service fee; 25-14 days prior to the Event start date the service can be cancelled for a penalty of 90% of the service fee; whereas in case of a cancellation within 14 days of the Event start date the service can be cancelled for a penalty of 100% of the service fee.

In case of failure to be present without cancellation (withdrawal), the amount already paid by the Participant will not be refunded.

In case of our virtual events, Participants cannot withdraw from the race, thus the general terms and conditions of withdrawal do not apply.

44. Terms and Conditions for Reschedule

The original registration(s) of the Participant are valid for the rescheduled date(s) as well. In case the rescheduled date is not suitable for the Participant, the General Terms and Conditions of the Withdrawal apply according to the following:

- In case of withdrawal from the Event, if the Participant indicates their intention to withdraw at least six weeks before the Event, the paid entry fee will be credited to the Participant's balance after deducting €5 handling fee.
- In case of withdrawal from the Event, if the Participant indicates their intention to withdraw within six weeks before the Event and until Wednesday midnight on the week of the Event, the paid entry fee will be credited to the Participant's balance after deducting 40%.
- Participants cannot withdraw from the Event after Wednesday midnight on the week of the Event.

In both cases, the credited amount may be used until 31 December of the year following the cancellation, at the Events organized by the Organizer.

In case of relay teams, the paid amount will be credited to that member's account who originally made the purchase in the name of the entire team.

In case of withdrawals that happen more than six weeks before the Event, all entry fees under €5 will be fully credited.

45. Terms and Conditions in Case of Event Cancellation

Participants acknowledge that in case the Event cannot be organized on the rescheduled date or any other date and the Organizer announces the cancellation of the Event, the following procedure shall apply:

- 100% of the paid entry fee will be credited to the Participant's account, and that balance may be used until 31 December of the year following the cancellation, at the Events organized by the Organizer.

46. Cancellation in the Event of Stormy Weather

In case of stormy weather, the Organizer may suspend the Event temporarily or permanently, and then it can resume its execution. In case of a Suspended Event, the Organizer will not reschedule the Event.

In case of stormy weather, if the Event must be suspended permanently, the Participant is not entitled to a refund of the entry fee.

47. Warranty

In the event of faulty performance by the Service Provider (considered a faulty performance especially if the Service suffers from a quality or quantity defect), the Customer may assert a warranty claim against the Service Provider. In the case of a consumer contract, the Customer may assert his warranty claims for the service defects that already existed at the time of delivery of the service within a 2-year limitation period from the date of receipt. After the 2-year limitation period, the Customer can no longer enforce their rights for warranty.

In the case of a contract with a non-consumer, the right holder may assert their warranty claims within a 1-year limitation period from the date of receipt.

The Customer may request a repair or replacement of their choice, unless it is impossible to meet the demand chosen by the Customer or it would entail a disproportionate additional cost for the Service Provider compared to the fulfillment of their other request. If the Customer has not requested or could not request the repair or replacement, they may request a proportionate reduction of the price or the Customer may correct the defect at the Service Provider's expense or have it repaired or, in the final case, they may withdraw from the contract.

There is no place for withdrawal due to a minor error.

The Customer may transfer from the chosen warranty right to another, however, they are obliged to bear the cost of the transfer, 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 it has been discovered, but no later than within two months from the discovery of the defect.

The Customer may enforce their warranty claim directly against the Service Provider.

Within six months from the completion of the contract, there is no other condition for the enforcement of the warranty claim other than the notification about the defect, if the Customer proves that they have purchased the service from the Service Provider (by presenting an invoice or a copy of the invoice). In such a case, the Service Provider is only released from the warranty if it rebuts the presumption, i.e. proves that the defect of the service occurred after the delivery to the Customer. If the Service Provider can prove that the cause of the defect arose for a reason attributable to the Customer, it is not obliged to accept the warranty claim of the Customer. However, after six months from the date of fulfillment, the Customer is obliged to prove that the defect noticed by the Customer already existed at the time of fulfillment.

If the Customer asserts his warranty claim in respect of the part that can be separated from the service—in terms of the indicated defect—the warranty claim shall not be deemed valid for the other parts of the service.

48. Enforcement Options

Place, Time and Method of Complaint Handling

The Customer may exercise their objections related to the service or the activity of the Service Provider through the contact details indicated in section 1.

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

The Service Provider will respond to the complaint received in writing within 30 days. Pursuant to this contract, the measure means replying to an electronic mail address or sending it by post.

If the complaint is rejected, the Service Provider shall inform the Customer of the reason for the rejection.

Other Enforcement Options

If any legal dispute between the Service Provider and the Customer is not settled during the negotiations with the Service Provider, the Customer is entitled to:

- File a complaint to the consumer protection authority
- Initiate conciliation proceedings with the help of Conciliation Bodies

Contact details of the Conciliation Bodies:

Baranya Megyei Békéltető Testület Address: 7625 Pécs, Majorosy Imre u. 36. Mailing Address: 7602 Pécs, Pf. 109. Phone Number: (72) 507-154

Fax Number: (72) 507-152 Chairman: Dr. Bodnár József E-mail Address: bekelteto@pbkik.hu

Bács-Kiskun Megyei Békéltető Testület Address: 6000 Kecskemét, Árpád krt. 4. Phone Number: (76) 501-525, (76) 501-500 Fax Number: (76) 501-538

Chairman: Dr. Horváth Zsuzsanna E-mail Address: bekeltetes@bacsbekeltetes.hu

Békés Megyei Békéltető Testület Address: 5600 Békéscsaba, Penza ltp. 5. Phone Number: (66) 324-976, 446-354, 451-775 Fax Number: (66) 324-976 Chairman: Dr. Bagdi László E-mail Address: bekeltetes@bmkik.hu; bmkik@bmkik.hu

Borsod-Abaúj-Zemplén Megyei Békéltető Testület Address: 3525 Miskolc, Szentpáli u. 1. Phone Number: (46) 501-091, 501-870 Fax Number: (46) 501-099

Chairman: Dr. Tulipán Péter E-mail Address: bekeltetes@bokik.hu

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

Csongrád Megyei Békéltető Testület Address: 6721 Szeged, Párizsi krt. 8-12. Phone Number: (62) 554-250/118 mellék Fax Number: (62) 426-149

Chairman: Dr. Horváth Károly E-mail Address: info@csmkik.hu

Fejér Megyei Békéltető Testület Address: 8000 Székesfehérvár, Hosszúséta tér 4-6. Phone Number: (22) 510-310

Fax Number: (22) 510-312 Chairman: Dr. Vári Kovács József E-mail Address: fmkik@fmkik.hu; bekeltetes@fmkik.hu

Győr-Moson-Sopron Megyei Békéltető Testület Address: 9021 Győr, Szent István út 10/a. Phone Number: (96) 520-202; 520-217 Fax Number: (96) 520-218

Chairman: Horváth László E-mail Address: bekelteto@gymkik.hu

Hajdú-Bihar Megyei Békéltető Testület Address: 4025 Debrecen, Petőfi tér 10. Phone Number: (52) 500-735 Fax Number: (52) 500-720

Chairman: Dr. Hajnal Zsolt E-mail Address: hbkik@hbkik.hu

Heves Megyei Békéltető Testület Address: 3300 Eger, Faiskola út 15. Mailing Address: 3301 Eger, Pf. 440. Phone Number: (36) 416-660 extension: 105 Fax Number: (36) 323-615

Chairman: Dr. Gordos Csaba E-mail Address: hkik@hkik.hu

Jász-Nagykun-Szolnok Megyei Békéltető Testület Address: 5000 Szolnok, Verseggy park 8. Phone Number: (56) 510-610 Fax Number: (56) 370-005

Chairman: Dr. Lajkóné dr. Vígh Judit E-mail Address: kamara@jnszmik.hu

Komárom-Esztergom Megyei Békéltető Testület Address: 2800 Tatabánya, Fő tér 36. Phone Number: (34) 513-010 Fax Number: (34) 316-259

Chairman: Dr. Rozsnyói György E-mail Address: kemkik@kemkik.hu

Nógrád Megyei Békéltető Testület Address: 3100 Salgótarján, Alkotmány út 9/a Telefonszám: (32) 520-860 Fax Number: (32) 520-862 Chairman: Dr. Pongó Erik E-mail Address: nkik@nkik.hu

Pest Megyei Békéltető Testület Address: 1055 Budapest Kossuth tér 6-8. Phone Number: (1)-474-7921

Fax Number: (1)-474-7921 Chairman: dr. Csanádi Károly E-mail Address: pmbekelteto@pmkik.hu

Somogy Megyei Békéltető Testület Address: 7400 Kaposvár, Anna utca 6. Phone Number: (82) 501-000 Fax Number: (82) 501-046

Chairman: Dr. Novák Ferenc E-mail Address: skik@skik.hu

Szabolcs-Szatmár-Bereg Megyei Békéltető Testület Address: 4400 Nyíregyháza, Széchenyi u. 2. Phone Number: (42) 311-544, (42) 420-180 Fax Number: (42) 420-180

Chairman: Görömbeiné dr. Balmaz Katalin E-mail Address: bekelteto@szabkam.hu

Tolna Megyei Békéltető Testület Address: 7100 Szekszárd, Arany J. u. 23-25. Phone Number: (74) 411-661 Fax Number: (74) 411-456 Chairman: Dr. Gáll Ferenc E-mail Address: kamara@tmkik.hu

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

Veszprém Megyei Békéltető Testület Address: 8200 Veszprém, Budapest u. 3. Phone Number: (88) 429-008 Fax Number: (88) 412-150

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

Zala Megyei Békéltető Testület Address: 8900 Zalaegerszeg, Petífi utca 24. Phone Number: (92) 550-514 Fax Number: (92) 550-525 Chairman: Dr. Molnár Sándor E-mail Address: zmkik@zmkik.hu; zmbekelteto@zmkik.hu

- Online dispute resolution

In the case of a cross-border consumer dispute related to an online sales contract, consumers can settle their cross-border disputes related to online shopping electronically by filling out a form that can be found at the following link:

<https://webgate.acceptance.ec.europa.eu/odr/main/?event=main.home.show&reload=false>

- Initiation of legal proceedings.

49. Other provisions

Unilateral Modifications of the General Terms and Conditions

The Service Provider is entitled to unilaterally modify these General Terms and Conditions in addition to informing the Customers on the Website in advance. The modified provisions shall become effective against the Customer upon the first use of the Website, and shall be applied to cases initiated after the modification.

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

Copyrights

The Website as a whole, its graphical elements, text and technical solutions, as well as service elements are attached to copyright or other intellectual property rights.

The Provider is the copyright owner or authorized purchaser of all content displayed on the Website or during the services available through the Website. This includes any copyrighted work or other intellectual property (including the cost of all the graphics and other materials, the Web interface layout, editing, use of software and other solutions, ideas and implementation).

Saving to physical carriers or different media or printing of the content and other certain parts of the

In addition to the rights expressly set out in these General Terms and Conditions, the registration, the use of the Website or any provision in the GTC does not provide the Customer with the right to use or utilize any trade name or mark of the Website. In addition to the display in connection with the proper use of the Website and the necessary temporary reproduction and private copying, these intellectual properties cannot be used or utilized in any other format without the prior written consent of the Service Provider.

Without a separate agreement or the use of the service provided for that purpose, it is prohibited to modify, copy, put new data, or overwrite existing data in the database of the Provider by circumventing the interface provided by the Provider or the search engines.

SPECIAL CONDITIONS OF ENTRY FOR VIRTUAL EVENTS

This document sets out the special conditions of entry for the virtual running event announced by BSI Sport Kft., as a **service provider (hereinafter: Service Provider)**, on the futanet.hu website (hereinafter: **Website**).

These conditions of entry supplement the General Terms and Conditions (hereinafter GTC) of the Service Provider, together with which they form a contract between the parties.

The terms written in this contract are governed by the provisions laid down in the GTC of the Service Provider.

1. Completing a race at the virtual running event

The distance can be completed by the Customer anywhere, there is no on-site restriction introduced by the Service Provider.

The Customer may complete the distance at any time between a start time and end time determined by the Service Provider, regardless of the day and time of day.

The Customer must upload the proof of completion and the race time on the results submission interface available on the Website after completion, which can be done in the following ways:

- by providing a public GPS activity link (e.g. Strava, Endomondo),
- by uploading a photo that indicates the required data of completion (distance and race time).

The photo can be taken, for example, of the display of the Customer's phone with the data of the training application, the display of the smartwatch, the display of the treadmill. What is important, is that the completed distance and the race time must be clearly visible on it.

Service provider does not publish neither the GPS activity link, nor the photo, it is only necessary for control.

The runners of the Family Team Race have to upload only one race time and proof of completion for the whole team.

The Service Provider compiles the result list based on the uploaded results, from which the Customer can download or share his / her certificate of completion on Facebook.

The Service Provider mails the gift chosen during registration for the event, to the Customer after the virtual running event.

The Service Provider offers a part of the entry fee for charitable purposes.

2. Liability of the Service Provider

Within the framework of organizing the virtual running event, the Service Provider is responsible for:

- ensure the availability of the Website,
- make the services available on the Website according to the best professional knowledge,
- mail the gifts selected during the registration for the virtual running event to the Customer,
- publish the results list.

The Service Provider is not liable for:

- the Customer's failure to participate in the event
- the health condition of the Customer before, during or after the event,
- for the data uploaded by the Customer,
- for the malfunction of the Internet browser used by the Customer,
- the Customer not being able to access the Website due to an error on the part of the internet service provider,
- the Customer not using the Website properly for its intended purpose,
- meeting the prior expectations of the Customer

The Service Provider does not provide the Customer with health insurance and medical supervision during the virtual running event.

3. The Customers' liability

The Customer acknowledges and agrees by registering that he/she participates in the virtual running event at his/her own risk.

By registering, the Customer declares that she/he is in good physical and health condition.

The Customer shall not make any insurance claim or claim against the Service Provider in the event of damage or loss (injury, being forced to cancel the running, etc.) or in the event of failure to participate in the event.

The Customer regularly checks and inspects his/her health condition and declares that he/she is not aware of any illness that prevents him/her from participating in the virtual running event.

The Customer acknowledges that the Service Provider shall not be liable for any problems arising from the incomplete or inaccurate completion of the result upload page (eg and have an incorrect result or a result not included in the results list, due to this etc.).

The Customer accepts the conditions of registration and participation in the GTC of the Service Provider, and declares to have read and understood the event information.

You agree that it is not possible to withdraw from the virtual event, so the options set forth in these General Terms and Conditions shall not apply.

The Customer agrees to and complies with the local government decree on restricting movement, and on the Sports Events and Sports Training.

4. Other information

In case of questions about the event or of its organization, the Customer should contact the Service Provider at the registration@budapestmarathon.com email address.

Virtual races are included in the "Spuri Aranykártya" program, the Customer can also collect events and kilometers run here.

If the completed and verified distance is shorter than the selected distance, the result will not appear in the result list. If the completed and verified distance is longer than the selected distance, the Customer must specify the completion time of the full run, not the part time corresponding to the selected distance. If the Customer is running longer than the selected distance, the workout should be recorded in two sections or the sportswatch/application should be stopped for the duration of making a photo.

When using a GPS device to record the running, the Customer needs to make sure the satellite connection is active at both the start and during the running.

There is no separate category for participants in a wheelchair or handcycle during the race.

The distance is completed individually, and the Customer needs to take care of his/her own refreshment, therefore the Service Provider recommends that the Customer has enough liquid and energy supplement.

The Customer should always have a mobile phone on hand during running so that a call for help can be made in case of a problem.

This is not a regular event organized by the Service Provider, there is no health insurance, no medical supervision, the situations that arise during the run must be solved by the Customer alone.

It is NOT RECOMMENDED to listen to music or any other devices plugged into both ears that makes the Customer unable to hear noises from outside.

For organizational reasons, the Service Provider reserves the right to limit the number of participants and close the registration at any time.

The Service Provider reserves the right to change the date of the event.

5. Virtual Running Epidemiological Information

During the state of emergency, the Customer should observe the current and relevant government regulations regarding outdoor exercises, keeping the distance, and wearing protective equipment. The Customer should complete the selected distance individually.

These Terms and Conditions is effective from: 2020. 06.01.