**Rules of exchange**

The Service Provider excludes the exchange, redemption or refund of the Tickets purchased. The Ticket Purchaser must check the opening hours and dates before visiting the exhibition. In case of possible cancellation of the Exhibition, the Service Provider will offer the possibility of using the Ticket on the different date and, if the Ticket Purchaser does not make use of the rebooking option, the Service Provider will refund the Ticket price (excluding the transaction fee). The Ticket price will be refunded to the credit card used by the Ticket Purchaser to purchase the Tickets, through the card payment service provider used for payment.

**Procedure of complaint**

The Consumer’s complaint will be recorded and investigated in accordance with the mandatory legislation, including the provisions of the Civil Code and the consumer protection legislation in force.

The Consumer may communicate his/her complaint to the Service Provider orally or in writing, regarding the Service Provider’s conduct, activity or omission in connection with the Contract. The Service Provider shall investigate the oral complaint immediately and, if possible, remedy it promptly. If the Consumer does not agree with the handling of the complaint or if it is not possible to investigate the complaint immediately, the Service Provider shall immediately take a record on the complaint and its position and provide the Consumer with a copy of the record, on the spot in case of an oral complaint communicated in person, or, in the case of an oral complaint communicated by telephone or other electronic communications service, at the latest at the same time as the substantive reply.

The Service Provider shall reply to the written complaint in writing within thirty days of receipt and send it to the Consumer, primarily to the e-mail address provided by the Consumer. The Service Provider shall state the reasons for its rejection of the complaint. In case of rejection of the complaint, the Service Provider shall inform the Consumer in writing of the authority or conciliation body to which he/she may refer the complaint, depending on its nature.

In order to settle a consumer dispute related to the conclusion or performance of the Contract out of court, the consumer may turn to the independent body of the county (capital city) chambers of commerce and industry, the conciliation body (Contact details of the bodies can be found at: https://bekeltetes.hu/).

In all other disputes relating to these GTC or the Exhibitions, as well as to the Services provided by the Service Provider, the PESTI KÖZPONTI KERÜLETI BÍRÓSÁG (Budapest V District Court) shall have exclusive jurisdiction, depending on their competence.

The Consumer’s right of withdrawal

The Service Provider informs the Consumers that they are not entitled to the right of withdrawal and termination provided for in Article 20 of the Government Decree No.45/2014 (26.II.) on the detailed rules of contracts between consumers and businesses (hereinafter referred to as the “Regulation”) pursuant to Article 29 (1) (l) of the Regulation, as the Contract in question is for a service related to leisure activities, which is valid for a specific performance date (Exhibition date).

If the Ticket Purchaser has purchased the Ticket from the contractual partners of the Service Provider selling the Ticket, the (general) terms and conditions of the Ticket seller shall apply to the exercise of the right of withdrawal or termination.

The Ticket Purchaser acknowledges that if he/she is unable to attend the exhibition for reasons of his/her own sphere of interest, the Service Provider cannot refund the price of the Ticket.

**Guarantee Provisions**

The Service Provider warrants that the Visitor can enter the Exhibition with a valid Ticket; however, the Service Provider does not guarantee the length of the admission process (i.e. the time required to enter the Exhibition with the Ticket) in view of the possible high attendance. The Service Provider reserves the right, in exceptional cases, to block certain areas of the Museum site and at the Exhibition from the Visitors for technical, safety, artistic or other unforeseen reasons.

The Service Provider draws your attention to the fact that due to the architectural characteristics of the listed building, parts of the interior are not accessible to the public; in this regard the Service Provider expressly excludes its liability to refund, give a subsequent discount, compensate, indemnify or pay any compensation to the Visitor for these reasons.

Within the Exhibition, the Service Provider is entitled to unilaterally change the time of the pre-announced program items, the exhibitors (e.g., the Service Provider expressly reserves the right to make changes). The Service Provider also reserves the right to modify, adapt and improve the Exhibition, the services and the program provided therein, as necessary and at its discretion. The Visitor shall not be entitled to assert any claim or demand against the Service Provider in connection with such modifications, alterations or improvements.

In the cancellation of the Exhibition for reasons other than force majeure, i.e. if the Exhibition Hall is closed, the Service Provider shall ensure the redemption of the Tickets. The Visitor must check the current opening hours on website <https://www.vangogh-kiallitas.hu/> before visiting. The Service Provider shall not be liable for any damages resulting from the failure to get such information.

The Ticket entitle the Visitor to enter the Exhibition on the open date within the announced exhibition opening schedule.

The Service Provider is entitled to use subcontractors for the performance of the Contract. The Service Provider shall be liable for the activities of subcontractors as if it had acted itself.

The Visitor also acknowledges that products and services may be purchased in connection with the Exhibition that are not provided by the Service Provider or its contributor partners, but by other contractual partners as third parties. In such cases, the contract shall be concluded directly between the Visitor and such third party, and the rights and obligations arising from the legal relationship shall be directly vested in and binding upon them. The Visitor expressly acknowledges that he/she may not assert any claims against the Service Provider in connection with such Products and Services or the legal relationship relating to them. The Service Provider also states in general that it does not assume any liability in connection with the Products and Services provided by its contractual partners. The services and products provided by the contractual partners may be used by the Visitor solely at his/her own risk. Furthermore, the Service Provider does not assume any liability for damages caused or suffered in connection with the use of the services and products provided by the contractual partners.

The Visitor may visit the Exhibition only at his/her own risk, taking into account his/her own health condition. The Visitor acknowledges that the Exhibition may be subject to strong sound or light effects and that certain parts of the Exhibition space are not illuminated. The Service Provider shall be liable only for intentional breach of contract attributable to the Service Provider, and breaches causing damage to human life, personal injury or health damage, and excludes its liability for any other damage, including damage to human life, personal injury, health or property damages, beyond the rights expressly granted to the Visitor by law. The price of the Ticket has been determined with respect to the foregoing exclusions. The Service Provider shall not be liable for objects placed in the cloakroom at the Exhibition venue.

In order to ensure the safe conduct of the Exhibition, the Service Provider reserves the right to specify in the Policies the objects and equipment that may be brought into the Exhibition area and to restrict their entry during the admission process at the Exhibition venue. Food, beverages and tobacco products may be brought into the Exhibition area only to the extent and in the quantities permitted by the Exhibition Policies. The Service Provider also draws the Visitor’s attention to the necessity to check the Policies in advance.

Once the Ticket has been received by the Ticket Purchaser or the Ticket has been received by the Visitor, the Service Provider shall not be liable for any damage, destruction or loss of the Ticket. The Visitor shall not be entitled to make any claim or demand against the Service Provider on the grounds of the procedures applied in connection with a damaged or lost Ticket.

The Ticket Purchaser declares that the data provided by him/her during the purchase process will are provided truthfully in the context of the purchase, at the time of purchase and at all other times when required while using the services. The Service Provider excludes any liability for damages resulting from the provision of incorrect or non-functional data, email address or delivery address, but may claim compensation for any damages incurred in this respect.

The Ticket Purchaser acknowledges that the Service Provider is not liable for any damage or misuse that occurs during or as a result of the use of a payment method, including for example the case when the Ticket Purchaser has not reported the loss of his/her credit card to the financial institution that issued the card. In particular, the Service Provider shall not be liable for any errors, defects or security of the payment solution used.

The Visitor is fully liable under both civil and criminal law for any damage caused by him/her within the framework of or in connection with the Exhibition, both to the Service Provider and other contributors and contractual partners, as well as to other Visitors and third parties.

The Service Provider excludes its liability for any damage caused to any Visitor or third party by the unlawful acts or omissions of the Visitor or third parties.

The Visitor is obliged to comply with the regulations applicable on the venue and the premises of the Exhibition Hall. The Visitor may not enter areas accessible from the Exhibition area which are restricted.

The Visitor is obliged to leave the venue immediately after the expiry of the time zone reserved by the Visitor for visiting the Exhibition.

Pets are not allowed in the Exhibition area, and the Service Provider is not able to ensure their accommodation as well as not reliable for their conduct and the damage they may arise.

Under these GTC claims may be enforced within a limitation period of 6 (six) months, according to Article 6:22 (3) of the Civil Code.