



SOVEREIGN MILITARY HOSPITALLER ORDER  
OF ST. JOHN OF JERUSALEM OF RHODES AND OF MALTA

HUNGARIAN ASSOCIATION

## TERMS AND CONDITIONS

### CONCERNING THE PURCHASE OF AN ENTRY TICKET FOR THE SAINT JOHN CHARITY BALL

This document contains the general terms and conditions for the purchase of tickets for the „St. John Charity Ball” (hereinafter: “the Ball”) through the Hungarian Association of the Sovereign Military Hospitaller Order of St. John of Jerusalem, Rhodes and Malta (registered office: 1014 Budapest, Fortuna utca 10.; tax number: 18083385-1-41) (hereinafter: “the Association” or “We”).

The Association maintains a website at the address “szentjanosbal.hu”, the purpose of which is to operate an internet platform through which guests invited to the Ball can purchase tickets for the Ball.

The general terms and conditions are contractual terms and conditions which have been unilaterally determined in advance by the Association for the purpose of contracting with persons registering as guests through the [mmlsz.hu/](http://mmlsz.hu/) website, without individual negotiation with the other parties (the invited guests).

ALL PERSONS WISHING TO REGISTER SHOULD PLEASE CAREFULLY NOTE THAT ONLY THOSE INVITED TO THE BALL BY THE ASSOCIATION ARE ELIGIBLE TO REGISTER ON THE "SZENTJANOSBAL.HU" WEBSITE AND PURCHASE A TICKET. THIRD PARTIES ARE NOT ELIGIBLE TO PURCHASE TICKETS. UNAUTHORIZED PERSONS WILL NOT BE ABLE TO PARTICIPATE IN THE BALL EVEN IF THEY HAVE OTHERWISE PURCHASED A TICKET. THE ASSOCIATION RESERVES THE RIGHT TO VERIFY THAT ONLY AUTHORIZED PERSONS HAVE PURCHASED TICKETS. THE ASSOCIATION SHALL VOID THE TICKETS OF UNAUTHORIZED PURCHASERS AND REFUND THE PURCHASE AMOUNT.

#### 1. Definitions:

“GTC” or “General Terms and Conditions” - This document, i.e. the General Terms and Conditions in force, available in a footnote on the [szentjanosbal.hu](http://szentjanosbal.hu) website, which govern the



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contractual relationship between the Association and the guest purchasing the ticket, upon acceptance at the time of ticket purchase.

"Ball" - The St. John Charity Ball is an event organized by the Association no more frequently than annually.

"Entry ticket" or "Ticket" means a non-transferable document in paper or electronic form, entitling the holder to enter the Ball. The ticket cannot be transferred to another person.

"Barion" - An electronic payment service that allows users to pay with a credit card or pre-loaded balance conveniently and securely in online stores and mobile applications. No registration is required to use Barion. Barion Payment Zrt., which provides the service, is an institution supervised by the Hungarian National Bank, its license number is: H-EN-I-1064/2013. More information about Barion is available on the Barion website: <https://www.barion.com/hu/>.

"Equ." – Hungarian Act CVIII of 2001 on certain aspects of electronic commerce services and services related to the information society, its amendments in force at any time, or any new Act on Electronic Commerce Services, which repeals and replaces it.

"User" means any person who has registered on the Website. When registering on the Website, the user expressly accepts the provisions of these GTC as binding on him / her.

"Unauthorized participant" means a natural person who participates in or attempts to participate in the Ball without having the right to entry, or a person who obtains unauthorized access to a ticket. By obtaining an unauthorized ticket or entering the Ball, the unauthorized participant expressly accepts the scope of these GTC.

"Escort" means a guest who has not personally purchased a ticket for the Ball, but for whom the ticket was purchased by an invitee. (Only a family member over the age of 18 of an invitee may be an escort.) By entering the Ball, the escort expressly accepts the scope of these GTC.

"Contributor" means an employee, volunteer, subcontractor or agent of the Association, or his/her employee, who assists the Association in the organisation of the Ball.

"Invitee" - Persons to whose e-mail or mail address the Association has sent an information letter (advance invitation to the Ball) informing them that they are entitled to purchase ticket (s) for the Ball.

"Consumer" – As per definition of the Civil Code. 8: 1. § 3, a natural person acting outside the scope of his or her profession, self-employment, or business.



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“Association” - The Association (see above) is registered by the Metropolitan Court, with registered office and postal address: 1014 Budapest, Fortuna utca 10.; tax number: 18083385-1-41; registration number: 01-02-000707. Its central e-mail address in matters falling within the scope of these GTC is [maltaball.budapest@gmail.com](mailto:maltaball.budapest@gmail.com); it operates the [szentjanosbal.hu](http://szentjanosbal.hu) website.

"Ptk." - Act V of 2013 on the Civil Code.

“Guest” - Invitees and their escorts who have a ticket to the Ball. (Guests must be 18 or over.)

“Website” - Unless a different meaning is clear from the context, means the website accessible through [szentjanosbal.hu](http://szentjanosbal.hu).

## 2. Scope of the GTC:

**Duration:** This GTC shall enter into force on 1 April 2022 and shall remain in force until its first amendment. The Association is entitled to amend the GTC unilaterally at any time. The GTC is available via the web address "[szentjanosbal.hu](http://szentjanosbal.hu)" under the “documents” tab. Following the first amendment to the GTC, and any subsequent amendments thereto, the last amended text shall be in force until the next amendment. Previously valid versions of the GTC will be sent by e-mail to any person requesting them.

**Material scope:** The GTC of the Association in force at any time cover the Balls organized by the Association and, in the case of a separate provision, also other events organized by the Association. In the absence of an individually negotiated contract containing different provisions, the legal relationship between the Association on the one hand, and persons participating in the Balls organized by the Association, viz. the persons purchasing tickets on the Website, shall be governed by the provisions of the applicable GTC and the rules of Hungarian legislation.

**Personal scope:** the scope of these GTC extends to guests, contributors, unauthorized participants, and the Association.

By accepting these GTC, invitees purchasing a ticket undertake to acquaint the escorts for whom they are purchasing a ticket with the provisions of these GTC. By unauthorized acquisition of the ticket or commencement of unauthorized participation in the Ball, the unauthorized participant accepts the regulations and obligations set forth in these GTC as binding on him / her. The unauthorized participant acknowledges that he / she is not entitled to any rights against the Association under these GTC, considering that the Association does not enter any obligations with such persons nor make any commitments towards them.

The Association reserves the right to unilaterally change the content of these GTC at any time. Guests will be notified of such a change in an e-mail sent to the e-mail address used to purchase



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their tickets, prior to the effective entry into force of the amended Terms and Conditions. Use of the Website maintained by the Association following such notice, as well as the participation in the Ball after the date of such notice, constitutes acceptance of the provisions of the amended GTC.

The contract between the guest and the Association is a contract of indefinite duration, which lasts until the end of the Ball for which the Guest has purchased a ticket, or for which he has a ticket.

### **3. Our contact**

Seat of the Association: 1014 Budapest, Fortuna utca 10.

Mailing address of the Association: 1014 Budapest, Fortuna utca 10.

Telephone number of the Association on which guests can inquire about the Ball: +36 20 590 5956. (This telephone number is a standard toll telephone number, for which the telephone service provider may charge a fee under a contract between you and your telephone company.)

The e-mail address of the Association, through which you can expect e-mails related to the organization of the Ball and the purchase of tickets: [maltaball.budapest@gmail.com](mailto:maltaball.budapest@gmail.com)

Tax number of the Association: 18083385-1-41

IT host of the Association: Compose-IT Kft Compose-IT Kft. [Www.composeit.hu](http://www.composeit.hu), contact: Gergely Medgyesi, tel.: +36 30 5255089

Registration number of the Association and Registry Court: 01-02-0007077, Metropolitan Court

### **4. Information on electronic contracting:**

#### **4.1. General Information:**

The technical steps required for concluding the purchase contract electronically are set out in Annex 1 to these GTC.

At registration through the [szentjanosbal.hu](http://szentjanosbal.hu) website, an E-commerce service contract as per the Equ. shall be concluded in accordance with the provisions of these GTC.

Visitors to the Website may save (i.e., store and later retrieve) the provisions of these Terms and Conditions by right-clicking on them.



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DEAR GUESTS, PLEASE READ THIS CONTENT CAREFULLY BEFORE PURCHASING YOUR TICKETS.

If YOU have any questions regarding the content of the GTC, ask them through the contact details of the Association, indicated above.

The contracts concluded with the purchase of tickets between the guests and the Association, the acceptance of the GTC and the Data Management Information (by ticking the relevant boxes), and the date of the contract, are recorded by the system of the Association. In addition, the Association archives the provisions of the previously valid GTC each time the content of the GTC is amended, so that the content of the GTC applied at the time of concluding the contract with the guest can be recalled unchanged. Contracts between the guests and the Association shall be deemed to be written contracts, regardless of the fact that no individual contract is signed between the parties. At the request of the guest, the Association shall provide information on the content of the contract between the guest and the Association. Guests can submit a request to [maltaball.budapest@gmail.com](mailto:maltaball.budapest@gmail.com).

After registration, guests will no longer be able to correct any information they may have entered incorrectly. If you later find that incorrect information was provided during registration, please write an e-mail to [maltaball.budapest@gmail.com](mailto:maltaball.budapest@gmail.com), and our staff will correct the incorrect information.

We would like to inform the guests that the ticket sales activity covered by these GTC is not a licensed activity. There is no code of professional conduct to which the Association is subject.

5. Registration. Purchase tickets for the Ball organized by the Association.

The Association expects to notify all persons expected to attend the Ball, by e-mail, six months before the Ball is organized: these persons thus become the invitees.

When registering on the Website, the invitee must provide their name, e-mail address and date of birth. The invitee must also enter a password, with which he/she can later log in to the Website as a registered user (until registration is deleted).

Registration will be confirmed by the Association based on the data provided, of which the registered user will receive an e-mail notification. He/she will then be able to purchase a ticket. For more information on the registration process, see Annex 1 of the GTC.



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After registration, invitees can buy tickets by clicking on the "buy ticket" menu item after logging in to the Website, and then clicking on the "add to cart" icon next to the Ball ticket symbol. (Adding a ticket to the cart does not create a payment obligation.) The invitee can then enter his/her cart by clicking on the "cart" icon on the right side of the screen. After opening the cart, the number of tickets will appear next to the ticket, indicating the number of tickets he/she wishes to buy. The invitee can increase or decrease the number of tickets they want to purchase by clicking the up or down arrow next to the number of tickets.

After clicking on "next", the invitee should provide the personal data (name, date of birth and e-mail) of the persons for whom the ticket (s) will be purchased: the invitee will become the guest after the purchase of the ticket, while the others become the escorts. The invitee may purchase tickets only for their family members over the age of 18. (Persons under the age of 18 are not entitled to attend the Ball as guests nor escorts.) The invitee must also provide the information required to issue an invoice for the purchase of tickets.

Next, the invitee should check the entered data, after clicking "next". **This is the last chance to correct the data entered.** If you notice that you have entered some information incorrectly, you can correct it by clicking the "back" button. After that, you must click on the "buy tickets" button to confirm the purchase and send the order to the IT system of the Association. **Attention: By clicking on the "buy ticket" button, you will place an order with a payment obligation to the Association up to the price of the tickets entered.**

A confirmation of the submitted order will be sent to your e-mail address without delay, automatically by the system. This message does not yet constitute the purchase of tickets, it only serves to confirm that tickets have been ordered.

Our website will then redirect the user to the Barion website, where the payment can be made. The transaction can be completed by entering your credit card details on the Barion website. Online credit card payments are made through the Barion system. Credit card details will not be sent to the Association. Once the purchase price of the tickets has been credited to the Association's bank account, the Association will send an e-mail notification to the guest, enclosing the ticket and the invoice in electronic form.

The ticket (letter confirming the purchase) can be printed; however, the Association keeps a register of ticket holders to use at admission to the Ball, so it is not necessary to print the ticket.

Contracts concluded through the purchase of tickets are not registered separately by the Association: we only record the date of purchase of the ticket, the data of the person purchasing the ticket, and data on the tickets ordered, to fulfil the contract. These data (or the content of the applicable GTC) can be retrieved later from the contract concluded above.

The language of the contracts is Hungarian. It is not possible to use another language when purchasing tickets through our website.



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Orders placed through our web store are recorded 24 hours a day by our electronic system, except for maintenance and recharge times.

Please note that if you add a ticket to your cart but do not purchase it, the product will remain in your cart until you log out of the Website.

## **6. Responsibility of the Association in connection with the purchase of tickets; responsibility of the persons participating in the Ball**

The Association is responsible for any interruptions in the operation of the Website or the termination of the Website:

Invitees acknowledge that, notwithstanding utmost care of the Association, the Website may become temporarily or permanently unavailable (in whole or in part).

The Association undertakes no obligation to make the Website available continuously, without time limit, for the purchase of tickets by invitees; the Association reserves the right to change the Website at any time without prior notice or consultation.

The Association hereby declines liability, to the fullest extent permitted by Hungarian law, for any temporary or permanent unavailability or termination of the Website. Invitees waive all claims for damages that may arise in connection with the temporary or permanent unavailability or termination of the Website.

If the Association ceases to provide the service, it will notify those concerned on its website and send an e-mail to invitees.

The Association assumes no responsibility vis-a-vis persons who unauthorizedly purchase tickets to the Ball.

Responsibilities of the Association in connection with participation in the Ball:

Everyone attends the Ball at their own risk. The Association declines all liability.

Liability of persons participating in the Ball, liability of unauthorized participants:

All persons entering the Ball area shall be fully liable to the Association for any damage caused by them in the Ball area, including if the person participating in the Ball causes damage to a building, equipment or other object not owned by the Association, but the owner of such building, equipment or object has endeavoured to assert a claim against the Association in connection with the damage caused by the participant.

## **7. Management of guests' personal data**



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Guests can find out more about our data management activities regarding personal data from our Data Management Information, available at [mmlsz.hu/](http://mmlsz.hu/) under the “documents” tab. We handle the personal data of our guests in accordance with the rules set out in our Data Management Policy.

We inform our guests that our website uses cookies. The Association's Cookie Policy forms part of the Data Management Policy.

## **8. Termination of the contract between the users and the Association, cancellation of registrations; informing consumers of their rights**

### 8.1. Termination of the contract between the users registered on the Website and the Association, cancellation of registrations

Any registered user has the right to cancel their registration by using the "Unregister" menu item (and confirming the cancellation request). Upon deregistration of the user account, the existing agreement between the user and the Association will be terminated. The rights created before the cancellation of the registration shall belong to the parties regardless of the cancellation of the registration, and the obligations arising before the cancellation of the registration shall be borne by the parties regardless of the cancellation of the registration.

### 8.2. Rights of guests who qualify as consumers:

We would like to inform our guests who qualify as consumers that, in accordance with relevant legislation, consumers have special rights both in general and in the case of contracts concluded via the Internet.

**HOWEVER, IT IS TO BE NOTED THAT CONSUMERS ENJOY SUCH SPECIAL RIGHTS ONLY VIS-À-VIS ENTITIES ACTING IN THE SPHERE OF THEIR PROFESSION, INDEPENDENT OCCUPATION OR BUSINESS: HOWEVER, THE ASSOCIATION IS NOT SUCH AN ENTITY.**

**For this reason, we specifically draw your attention to the fact that, regarding the purchase of tickets, consumers do not have the right of withdrawal from purchase within 14 days from the conclusion of the contract without explanation, as is generally applicable in the domain of E-commerce.** Such a right applies only to consumers vis-à-vis businesses; moreover, the contract for the purchase of an entry ticket is a special contract in which the purchaser purchases tickets for an event (as a leisure activity) on a specific date, in relation to which consumers are not entitled to the right of withdrawal even vis-à-vis commercial businesses. Therefore, please consider your intention to purchase tickets carefully, and only purchase tickets if you will be able to appear at the Ball or if you wish to support the Association in this form.



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## 9. Handling of complaints

The Association will endeavour to give priority to any complaints made by guests or attendants, and we will endeavour to find a mutually satisfactory solution to any complaints that arise.

Complaints submitted to the Association are handled as a matter of priority and in accordance with legal requirements.

Guests are kindly requested to inform us of any complaints about the Association or the organization and conduct of the Ball by sending a letter to the Association's headquarters or by e-mail at the contact details indicated above.

If a guest or our escort submits a complaint to us by e-mail, post or even telephone, the complaint will be recorded by our appropriate colleague, and we will try to find a suitable solution. If our colleague who registered the complaint is unable to resolve the issue immediately, we will forward the complaint to the staff responsible for handling the complaint, who will contact the complainant as soon as possible to resolve the matter satisfactorily. In this case, the complaint will be settled no later than 30 days after it is submitted.

We would like to inform our guests that the Association does not maintain a personal customer service office, thus there is no way to handle complaints personally.

In your written complaint, please provide the full information needed to resolve the complaint (e.g., a brief description of the complaint, what solution you would find acceptable, your contact details for us to provide feedback on the complaint, etc.).

An oral complaint made over the telephone will be immediately investigated by the Association and, if possible, remedied.

If you consider that your complaint has not been properly resolved, you have the option of going to court to resolve the dispute.

## 10. Miscellaneous provisions

In matters not regulated in these general terms and conditions, the provisions of Act V of 2013 on the Civil Code and the rules of Hungarian law shall apply.

Any invalidity of any provision contained in these GTC shall not affect the validity of the other provisions of the GTC. If a provision contained in the GTC is not applicable to any person covered by the GTC, or its application is prohibited by law, it shall not affect the applicability of the other provisions of the GTC.

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## Annex 1

Technical steps required for the conclusion of an electronic contract:

After registration done through any web browser, registered guests can use the services of the Association with their login details.

The guest can only register with the e-mail address to which they received the pre-invitation from the Association. If an invitee or any other person registers on the Website with an email address that is not listed in the Association's database, the Association will reject such registration and delete that registration from the system.

Any individual who has reached the age of 18 and has received a pre-invitation to the Ball in the given year from the Association can register on the [szentjanosbal.hu](http://szentjanosbal.hu) website. After visiting the [szentjanosbal.hu](http://szentjanosbal.hu) website, the guest can start the registration by clicking on the 'Registration' menu item. After that, enter their required data (surname, first name, e-mail address, date of birth, password required to log in) and then accept the General Terms and Conditions and the Privacy Policy of the Association by ticking the boxes. (Before checking the boxes, it is the responsibility of the person wishing to register to open these documents - by clicking on the document name - and to familiarize themselves with their contents.) Next, you are requested to kindly double-check the information provided, to ensure that the registration is correct. You can still correct the data by deleting the entered data and re-entering the correct data. After entering and verifying the data, click on the 'Finalize Registration' icon. The Association will then check the registrant's eligibility and, if approved, send an email to the email address provided. In order to complete the registration, the registrant must finalize and confirm the registration within 24 hours by clicking on the link given in the confirmation email. (This is to prevent unauthorized persons from registering using another person's email address.) If the registration is not confirmed within 24 hours by clicking on the link in the confirmation email, the registration will not take place: you should then re-try later to register again with the same email address. Upon confirmation of registration, the Association will promptly notify the registrant of the successful registration in an automatically generated email.

Upon finalization of the registration, the contract between the person performing the registration and the Association will be concluded in accordance with the terms and conditions set forth in the GTC, and the person performing the registration will be entitled to purchase tickets to the Ball.