FLUME RIDE GENERAL CONTRACTUAL CONDITIONS

1. DETAILS OF THE SERVICE PROVIDER, OPERATOR:

Nyíregyházi Zoo Nonprofit Ltd. Registered

office.

Company registration number: Cg.15-09-073695 Nyíregyháza General Court

of Nyíregyháza Tax number: 18800489-2-15

Bank account number: 10918001-00000004-14860016 (UniCredit Bank Hungary Zrt.)

2. SCOPE OF APPLICATION:

The "General Terms and Conditions" regulate the terms and conditions of the use of the Service Provider's FLUME RIDE service, the rules of conduct. Special, specific conditions are not part of these General Terms and Conditions.

The visitor accepts the provisions of these GTC by purchasing a FLUME RIDE ticket. The Terms and Conditions and related documents are available on the Internet at https://www.sostozoo.hu/files/flumride.pdf, at the entrance of the FLUME RIDE and at the reception desk of the Zoo.

3. AUTHOR:

A person, visitor using the FLUME RIDE service provided by Nyíregyháza Zoo Nonprofit Ltd. according to individual or general terms and conditions. In the case of a minor visitor, the legal representative of the minor who is of legal age or a person of legal age who is responsible for the minor person on the basis of the law or other legal relationship or the authorisation/authorisation of the legal representative(s).

- **4.** The entrance ticket to the Nyíregyháza Zoo does not include the use of FLUME RIDE, the service is available for a separate fee. The fee for the use of the service (service fee) is indicated at the ticket offices and on the website https://www.sostozoo.hu/jegyek.
- **5.** The contractual relationship between the Operator and the Visitor is established by the purchase of the ticket and the payment of the ticket price.
- **6.** The ticket purchased for the FLUME RIDE service entitles the user to use the ticket only once on the day of ticket purchase. The price of the unused ticket will not be refunded by the service provider, unless the service provider refuses the use of the service according to the terms and conditions set out in these GTC and the information posted at the FLUME RIDE service.
- 7. The Visitor acknowledges that the service operates between 10.00-16.00, depending on the weather conditions, and that the operator may suspend the service at any time without giving any reason. In the event of suspension of the service, the Visitor is entitled to a refund of the price of the ticket already purchased but not yet used. Refunds can only be made on the day the ticket is purchased.
- 8. Visitor acknowledges that the use of FLUME RIDE is subject to the following conditions: minimum

height 120 cm

Maximum 4 passengers per boat (maximum 320 kg per boat)

They cannot use the service:

People with long-term health conditions (e.g.: musculoskeletal, cardiovascular and hypertension)

People under the influence of alcohol or mind-altering

drugs Pregnant women

People who are afraid of heights or sudden drops. People

with physical or mental disabilities

Warnings, compulsory rules of conduct: the use of handholds is compulsory during the trip!

Leaning out of, getting out of or standing up in the game is strictly forbidden! Smoking / chewing gum during the ride is strictly prohibited! It is strictly forbidden to bring in parcels, valuables, food, drinks! The journey may not be interrupted during the journey!

- **9.** By purchasing an admission ticket, the Visitor is entitled to use FLUME RIDE for its intended purpose in accordance with these GTC and the legal and regulatory restrictions in force at the time of using the service.
- 10. The Visitor acknowledges and accepts that the use of FLUME RIDE is at his/her own risk, that even normal use constitutes a significant physical strain and that injuries may occur.
- 11. The Operator has the right to refuse the use of FLUME RIDE, as set out in clause 8.

Complaints about the use of the service are subject to the <u>rules for handling complaints available on the</u> service provider's <u>website</u> h t t p s : / / w w w . s o s t o z o o . h u / f i l e s / P a n a s z . p d f .

- 13. In order to protect life and limb, the Flume Ride area is equipped with an electronic surveillance system that a 1 l o w s image recording. The cameras record personal data, such as the image and behaviour of the persons entering the area. The Nyíregyháza Zoo's privacy policy is available at https://www.sostozoo.hu/adatvedelem.
- **14.** THE LAW APPLICABLE TO THE RELATIONSHIP BETWEEN THE PARTIES

 The legal relationship between the Service Provider and the Contracting Party shall be governed by the provisions of the Hungarian Civil Code.

15. AMENDMENT OF THE ACEF

The Service Provider may modify these GTC, in whole or in part, in respect of any provision of these GTC.