

**GÖDÖLLŐI KIRÁLYI KASTÉLY KÖZHASZNÚ
NONPROFIT KFT.**

**GENERAL TERMS AND CONDITIONS FOR
SHOPPING IN THE WEBSHOP**

Accepted:	July 15
Effective:	July 15
Date of last amendment:	July 15, 2022

Approved by: dr.Tamás Ujváry
Managing Director

**DATA PROTECTION INFORMATION AND PROCESS DESCRIPTION FOR DATA PROCESSING
RELATED TO THE OPERATION OF THE WEBSHOP**

Gödöllői Királyi Kastély Közhasznú Kft. hereby informs you, based on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), with this information and process description, of all the facts related to the management of your personal data. By participating in the process, you, as a data subject, become a data processing data subject according to this process description.

THE EXACT NAME AND CONTACT DETAILS OF THE DATA CONTROLLER:

Name of the Data Controller: Gödöllői Királyi Kastély Közhasznú Nonprofit Kft.

Data Controller's tax number: 18665161-2-13

Data Controller's registered office: 2100 Gödöllő, Grassalkovich-kastély 5852 hrsz.

Data Controller's e-contact: titkarsag@kiralyikastely.hu

Chief Executive Officer: Dr. Tamás Ujváry

Data Controller's Data Protection Officer: L-Tender Zrt.

Contact information of the Data Protection Officer: office@ltender.hu

DESCRIPTION OF THE DATA MANAGEMENT PROCESS:

In connection with its core business, the Data Controller operates an online store called "Sisishop".

THE PURPOSE OF DATA PROCESSING:

The purpose of data processing: shopping in the "Sisishop" online store, ordering, issuing invoices, registering and distinguishing customers from each other, fulfilling orders, documenting purchases and payments, fulfilling accounting obligations, maintaining customer relations, analysing customer habits, and more targeted service.

LEGAL BASIS FOR DATA PROCESSING:

The core activity of the Data Controller: cultural service, local protection of cultural heritage, support of local cultural activities, protection of cultural heritage, protection of historical monuments and making them accessible. During the performance of this activity, it is classified as a "body performing a public duty".

The legal basis for data processing is **Article 6, paragraph 1, point e) of the GDPR**, according to which **data processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller**, which, as it were, melts and absorbs the additional legal bases for data management in this case, Article 6 of the GDPR (1) stakeholder consent according to a) (*presidential position contained in report No. B/4542 of NAIH -Hungarian National Authority for Data Protection and Freedom of Information-*).

RANGE OF PROCESSED DATA:

Identification number, date, time, name, address, telephone number, e-mail address, name, quantity, purchase price of the purchased/ordered/set aside products.

IN THE COURSE OF DATA PROCESSING, THE DATA WILL BE FORWARDED TO THE FOLLOWING THIRD PARTIES ON THE INDICATED LEGAL BASIS:

by the data controller Gödöllői Királyi Kastély Közhasznú Nonprofit Kft. www.kiralyikastely.hu will be transferred to OTP Mobil Kft., as a data processor .

The range of data transmitted by the data controller is as follows: the payer's identifier, the transaction amount, date and time. The nature and purpose of the data processing activity carried out by the data processor can be found in the SimplePay Data Management Information Sheet, at the following link: <http://simplepay.hu/vasarlo-aff>.

If a court or authority obliges the Company to hand over personal data in the course of a procedure established by law, the Company, fulfilling its legal obligation, is obliged to make the requested data available to the proceeding court or authority.

DURATION OF PERSONAL DATA STORAGE:

Personal data is being stored during the period of products being set aside or ordered; the customer's name and phone number until notification, until the purchase of the product; and with regard to additional data, during eight years in accordance with Subsection (2) of Section 169 of the Act on Accounting. In case of payment by card, the data of the bank card and the card payment transaction are managed by OTP Bank Zrt. (1051 Budapest, Nádor utca 21.).

THE FACT OF AUTOMATED DECISION-MAKING:

No automated decision-making takes place during data processing.

DATA STORAGE METHOD: on paper and/or electronically.

THE RULES REGARDING THE EXERCISE OF THE RIGHTS OF THE DATA SUBJECT:

The *Data Controller* informs you that, based on the GDPR, after verifying your identity, you can use the following legal enforcement options:

- you can request information about the processing of your personal data,
- you can request the correction of your personal data,

- you can request the deletion of your personal data if, in your opinion, their processing is illegal or you disagree with them for the purposes to be achieved, the **Data Controller** no longer needs it,
- you may request the restriction of the processing of your personal data,
- you may use legal remedies,
- you may also object to processing of your personal data.

The **Data Controller** ensures the security of the data and also takes all the necessary technical and organisational measures to enforce the GDPR and other data and privacy protection rules. Data is protected against unauthorised access, alteration, transmission, disclosure, deletion or destruction, as well as against accidental destruction and damage.

The **Data Controller** strives to ensure that the information provided to you is as concise, transparent, comprehensible, easily accessible, clear and understandable as possible, in addition to complying with the rules defined by the GDPR.

If you wish to exercise your rights set forth in the GDPR with regard to the purposes listed in this information, you can primarily submit your request in writing to the Data Controller at the contact information indicated in this information. However, if you request verbal information, after verifying your identity, an employee of the **Data Controller** authorised to do so may provide the information verbally if they have the necessary data for the information available. In all other cases, the request will be recorded by our staff member and we will inform you about your request no later than one month from the date of receipt of the request. We can extend this deadline by a maximum of two additional months if the complexity of the application or the number of applications currently being processed justifies this, but we will inform you of this electronically within one month of receiving the request.

If we do not act on your request or if you do not accept our action, you can take legal action. Regarding our data management procedure, you can file a complaint with the Hungarian National Authority for Data Protection and Freedom of Information (NAIH), or, as you choose, with the competent court based on your place of residence.

However, we would like to draw your attention to the fact that, based on the practice of the Hungarian National Authority for Data Protection and Freedom of Information (NAIH), the Authority will accept your complaint if you have first contacted the data controller, in our case that is, us, but we have not acted on your request or have not accepted our action. We therefore recommend that you contact the **Data Controller first!**

Business rules and general terms and conditions

By placing your order, you become a customer/consumer of Gödöllői Királyi Kastély Közhasznú Nonprofit Kft. Please review the information below:

The seller/business:

For all products, the seller is Gödöllő Királyi Kastély Közhasznú Nonprofit Kft.

Our data: Address: 2100 Gödöllő, Grassalkovich-kastély 5852 Hrsz. Mailing address: 2100 Gödöllő, Pf. 406 Tax number: 18665161-2-13 Business registration number: 13-09-129463 Telephone number: +36 28 430-864 /123

Subject of the contract:

The subject of the contract is all goods and products found in the Gödöllő Királyi Kastély Közhasznú Nonprofit Kft. online store. You can find out the properties and characteristics of the goods on the specific page for the goods. The company does not publish consumer reviews.

Contract:

The finalisation of the order is intentional behaviour, therefore the contract enters into force at the same time.

Purchase price, terms of payment:

The price indicated next to the goods is the purchase price of the goods, including VAT. The purchase prices listed next to the products will certainly not change in the period between placing the order and receiving the goods, so you pay the price that you see on the site when ordering. Orders delivered by post can be paid for in cash upon receipt of the goods, or in advance when placing the order by bank card on the Internet through the online bank card payment system of OTP Bank Nyrt. OTP Bank Nyrt.'s online payment system enables the use of MasterCard, VISA and VISA Electron (in the case of Electron only if permitted by the issuing bank) bank cards belonging to the Visa product family, as well as the possibility of paying with web cards suitable for use on the Internet. If we are still unable to fulfil the finalised order in the case of payment by bank card, the purchase price of the product(s) missing from the order will be automatically transferred back to the customer's card as soon as possible - but within 30 days at most.

All products ordered by the Customer remain the property of the company until full payment for all ordered products is made.

Invoicing: the Buyer receives the invoice together with the delivered goods in printed form.

Delivery conditions, deadlines:

Right of withdrawal and termination of purchase: Pursuant to the government decree 45/2014. (II. 26.), the consumer has the right of withdrawal and termination without reason.

The consumer has the right of withdrawal or termination

- a) in case of a contract for the sale of
 - aa) the goods,
 - b) in the case of the sale of multiple goods, if the individual goods are delivered at different times, the last delivered goods,
 - c) in the case of goods consisting of multiple items or pieces, the last delivered item or pieces, if the goods must be delivered regularly within a specified period, the first service may be performed within 14 days from the date of receipt by the consumer or a third party indicated by him/her, other than the carrier. In the case of home delivery, acceptance means the day of acceptance from the courier. Refunds do not apply to shipping costs.

The purchase price of the undamaged products will only be refunded within 30 days, against the invoice. In case of cancellation, if the goods are damaged as a result of improper use, Gödöllői Királyi Kastély Közhasznú Nonprofit Kft. may demand compensation for the damage.

The right of withdrawal cannot be exercised in the case of the sale of goods that are tied to the person of the consumer, or that were produced based on the instructions or at the express request of the consumer, or that by their nature cannot be returned, as well as if the packaging of the product has been opened by the Buyer. The cost of returning the undamaged product is borne by the consumer. We are unable to accept parcels sent by cash on delivery. If the delivery was made free of charge, the consumer must also reimburse the cost of the delivery, which was waived as a discount by Gödöllői Királyi Kastély Közhasznú Nonprofit Kft. upon home delivery.

Our company uses an external service provider to deliver the products. The current price list for delivery costs can be found on our webshop page. <https://kiralyikastely.hu/sisi-shop.html>

Warranty rights:

Based on a contract in which the parties owe mutual services, the obligee owes product warranty for defective performance.

According to the consumer's choice based on his/her warranty claim:

- a) may request repair or replacement, unless fulfilling the chosen product warranty right is impossible, or if it would result in disproportionate additional costs for the obligee - compared to the fulfilment of another accessory warranty claim - taking into account the value represented by the service in a faultless condition, the gravity of the breach of contract and the right to fulfil the accessory warranty right caused damage to interests; or
- b) may demand a proportionate delivery of compensation, - with the exception of point c) - may correct the defect at his own expense or have it corrected by someone else, or withdraw from the contract if the obligee has not undertaken the repair or replacement, under the terms of point e) of this obligation is unable to comply, or if the right holder has ceased to have an interest in repair or replacement.
- c) In the case of a contract between a consumer and a business for the sale and purchase of movable goods, the provision of digital content or the provision of digital services, the consumer may not repair the defect himself at the expense of the obligee, or have it repaired by someone else, within the framework of exercising his product warranty rights.

d) There is no room for cancellation due to an insignificant error.

e) The repair or replacement - taking into account the properties of the thing and the purpose expected by the right holder - must be carried out within an appropriate time limit, while protecting the interests of the consumer.

The consumer can switch from the product warranty right of his/her choice to another. He/She is obliged to pay the costs caused by the transfer to the company, unless the obligee gave a reason for the transfer, or the transfer was otherwise justified.

After discovering the defect, the consumer is obliged to notify the company of the defect without delay. In the case of a contract between a consumer and a business, an error communicated within two months of the discovery of the error must be considered communicated without delay. The consumer is responsible for damage resulting from the delay in communication.

In the case of a contract between a consumer and a business, the consumer's warranty claim for accessories expires within two years from the date of performance. If the subject of the contract between the consumer and the business is a used item, the parties can also agree on a shorter limitation period; a limitation period of less than one year cannot be validly established in this case either.

Product warranty claim:

In the event of a defect in a movable object (product) sold by a business to a consumer, the consumer may demand that the manufacturer correct the defect in the product, or - if the correction is not possible within a suitable time limit, without harming the interests of the consumer - replace the product. The product is defective if it does not meet the quality requirements in force when the product was placed on the market by the manufacturer, or if it does not have the properties described by the manufacturer.

The producer and distributor of the product is considered a manufacturer.

The manufacturer is exempt from the product warranty obligation if it proves that

a) it did not manufacture or distribute the product as part of his business activity or independent occupation;

b) at the time the product was placed on the market, the defect was not recognizable according to the state of science and technology; or

c) the defect of the product was caused by the application of legislation or mandatory official regulations.

In the case of a replacement, the warranty obligation for the replaced product and in the case of a repair the part of the product affected by the repair shall be borne by the manufacturer.

Warranty:

In the event of faulty performance, the company has a warranty obligation within one year of receiving the product.

The company is released from its warranty obligation if it proves that the cause of the defect arose after performance.

Due to the same fault, a claim for accessory warranty and commercial guarantee, or a claim for product warranty and commercial guarantee cannot be asserted at the same time, in parallel with each other.

Complaint

handling:

The consumer can communicate any complaint directly related to the sale of the product verbally or in writing when it affects the behaviour of the company, or the person acting in the interest or benefit of the company. The company handles complaints in accordance with its complaint handling policy and the relevant legal regulations as follows.

The company files complaints on the day they are received. Complaints are being registered. The company's task is to receive and register complaints, discontents and inquiries received in connection with the sale of the product. It administers the registration, handling and closing of complaints in the company's IT system. The reports and the copies of the response letters given to them are recorded in a verifiable and retrievable manner and are kept until the date specified in the document management policy.

The written complaint in writing within thirty days after its receipt is obliged to respond to. A shorter deadline than this can be established by law, a longer deadline by act. The company is obliged to justify its position on rejecting the complaint.

A verbal complaint should be investigated immediately and remedied as necessary. If the consumer does not agree with the handling of the complaint, the company is obliged to immediately take a protocol with a unique identifier about the complaint and its position on it, and hand over a copy of it to the consumer.

If an immediate investigation of the complaint is not possible, the company must immediately record the complaint and hand over a copy of it to the consumer as it is stated in Section 17/A § (4) and (5) of Act CLV of 1997 on Consumer Protection. The company is obliged to keep the record of the complaint and a copy of the response for 5 years and present it to the inspection authorities upon request.

If the complaint is rejected, the company is obliged to inform the consumer in writing which authority or conciliation body initiates the procedure with - according to its nature - about his/her complaint.

Conciliation board based on the registered office of the company:

Pest County Conciliation Board

mailing address: 1055 Budapest, Balassi Bálint u. 25. 4.em.2.

office door/KIRD: 560351920

e-mail address: pmbekelteto@pmkik.hu

phone: +36 1 792-7881

Modification of orders:

We cannot provide the possibility to subsequently modify the order placed in the online store or to apply a discount, so please do so while placing the order. If your order contains multiple items, we can only send them together or you may collect them together.

Unsuccessful delivery:

The costs of resending due to a failed delivery due to the fault of the consumer shall be borne by the consumer in all cases.

Limitation of liability:

The Gödöllői Királyi Kastély Közhasznú Nonprofit Kft. is not responsible for possible damages in the following cases: - In the event of an operating error that prevents the consumer from connecting to the Gödöllői Királyi Kastély webshop (sisishop.hu) and placing an order there . - For any malfunction of the consumer's computer due to a hardware or software error, or for damages due to the interruption of the Internet connection. We ask you to protect yourself against viruses and so-called worms that spread online in order to use the Internet safely.

Customer service:

The company does not have a code of conduct in accordance with the Act on the Prohibition of Unfair Commercial Practices against Consumers.

Please contact our customer service with your complaints or any questions or comments, on weekdays between 10:00 a.m. and 4:00 p.m. on the following phone number: + 36 70 664 7436 or via email at info@sisishop.hu.

Valid
from May 28, 2022 until withdrawn.

Withdrawal/Cancellation declaration sample document

(fill in and return only in case of intention to withdraw from the contract)

Addressee: **Gödöllői Királyi Kastély Közhasznú Nonprofit Kft.**

Address: **2100 Gödöllő, Grassalkovich Castle 5852 hrsz**

Email: info@sisishop.hu

I/we, the undersigned, declare that I/we exercise my/our right of withdrawal/termination with respect to the contract for the sale of the following good(s) or the provision of the following service:

Order ID:

Product name:

Date of conclusion of contract/date of receipt :

Name of consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (in the case of declarations made on paper only):

Date: