

GENERAL TERMS AND CONDITIONS OF CONTRACT

These General Terms and Conditions of Contract (hereinafter: **GTC**) contain the rights and obligations of Customers (hereinafter: **Customer**) using the electronic commerce services provided by Szinga Sport Kft. (hereinafter: **Service Provider**) through the www.playersroom.eu website (hereinafter: **website**). (The Service Provider and the Customer are hereinafter jointly referred to as **Parties**). With the exception of redistributor contracts, this GTC shall apply to all legal transactions and services conducted/provided via the www.playersroom.eu website, regardless of whether they were conducted/provided from Hungary or abroad, by the Service Provider or by any of its contributors.

The Service Provider's details:

- Name: **Szinga Sport Kft.**
- Registered office: H-1038 Budapest, Tündérliget utca 2.
- Customer service: see in more detail in Section 1.7

- **E-mail address: webshop@playersroom.eu**

- Company registration number: Cg. 01-09-370331
- Court of Registration: Court of Registry of the Budapest Environs Regional Court
- Tax number: 10318102-2-44
- Bank account number: 12001008-01275879-00100006

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1. General information, contract conclusion between the Parties

1.1 The scope of this GTC shall cover all electronic commerce services extended in the territory of Hungary that takes place through the electronic shop (hereinafter: **webshop**) located on the website. The scope of this GTC shall also cover all commercial transactions concluded in the territory of Hungary between the Parties specified herein. Purchases made in the webshop shall be governed by Act CVIII of 2001 on certain issues of electronic commerce services and information society services, Government Decree No. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, and Act V of 2013 on the Civil Code.

1.2 Purchases can be made in the webshop by submitting an order electronically in the manner specified in this GTC.

1.3 Certain webshop services are subject to registration.

1.4 Upon the submission of the order and its confirmation by the Service Provider, the Parties enter into a contract. The Contract shall be deemed to be a written contract. The Service Provider registers the contract and retains it for 2 (two) years from the date of the Contract.

1.5 The language of the contract is Hungarian.

1.6 The Service Provider shall not be subject to the provisions of any code of conduct.

1.7 Place and method of complaint handling:

- Address and postal address: H-2120 Dunakeszi, Alagi major, lot number: 070/1
- **Telephone: +36 (1) 8 000 300**
- E-mail: **webshop@playersroom.eu** (customer service)
- **Method of complaint handling:**
 - by telephone
 - via e-mail
 - by post (**personal merchandise handover and administration are not possible**)
- Business hours for filing a complaint over the phone: between 9 a.m. and 5 p.m. on working days.

2. How to order – general provisions

2.1 The Customer is required to provide his precise data for the order and for the performance of the contract (i.e. the delivery of the product(s)). If the Customer has already registered in the webshop, his data can be viewed and modified by clicking the 'Data modification' link. Registration is not required for browsing the products and placing an order.

2.2 The Service Provider shall not be liable whatsoever for late delivery or other problems and errors that may result from the Customer's incorrectly and/or inaccurately provided data. The Service Provider shall not be held liable for any damages incurred as a result. The Service Provider shall not be held liable whatsoever for damages or errors resulting from the Customer's alteration of registered data.

2.3 Customers can view a product datasheet containing the product's main features and characteristics by clicking on the thumbnail of the product. Please note, however, that details on the concrete features of the product are only provided in the instructions for use accompanying the product. More favourable and enhanced product properties compared to the information available on the website or in the instructions for use shall be deemed to be contractual performance on the Service Provider's part. Where required by law, the Service Provider shall enclose the instructions for use with the product delivered.

Product details provided in the webshop are indicative only. There might be slight differences between the colour of the product and the photo as the photos have been taken in a studio by using a flash. In the case of patterned fabrics, the pattern may not be in the same place as in the photo due to the cut of the material. The datasheet of individual products do not specifically warn consumers of such potential discrepancies. Products can be ordered only in the sizes listed on the datasheet. Where

no European sizing is indicated on the datasheet of a product, the Customer may obtain information concerning the corresponding European sizes of a particular product by clicking on the 'Size Charts' button shown in the website header.

2.4 The purchase price is always the amount shown next to the selected product, which is inclusive of the value-added tax. The purchase price of products – subject to the exceptions listed in this GTC – does not include shipping costs.

2.5 The Service Provider retains the right to change product prices with the proviso that the price change shall enter into effect upon being displayed on the website. The price modification shall have no adverse effect on the purchase price of products already ordered; however, refund shall not be given if the price is reduced between contract conclusion (the Service Provider's acceptance and confirmation of an order) and the receipt of the product.

If an incorrect price is displayed on the website despite the Service Provider's due care – with special regard to obvious errors or a price vastly different from the estimated price –, the webshop shall cancel the order placed at the wrong price and in such cases, the offer for the purchase/sale transaction shall not be accepted by the webshop. This information shall be communicated to the Customer after the registration of the order as indeed, the message confirming the order is not to be interpreted as the acceptance of the offer, especially in the case described in this paragraph; offers can only be accepted at the correct price. Being aware of this information the Customer shall be entitled to withdraw his intention to purchase.

In the event the webshop confirms the order of a product at the wrong price, the webshop shall retain the right to contest the resulting contract on the grounds of mistake. It shall be deemed a mistake in all cases where the consumer should have recognised – with the circumspection and due care that can be generally expected of a consumer upon the assessment of commercial practices – that the website must have been mistaken in respect of the purchase price at contract conclusion.

2.6 In certain cases the prices posted in the webshop and those displayed in the stores there may be different.

2.7 Up to 6 (six) products can be ordered on one occasion.

2.8 Procedure of placing an order:

2.8.1 On top of the homepage the Customer can select from the following main categories depending on for whom the product is to be purchased: Men, Women, Boys, Girls. Using the filters displayed on the left-hand side

of the page, the Customer can navigate between brands, product categories and product features.

2.8.2 Product datasheets can be accessed by clicking on the thumbnails. Size and colour can be selected from the selected datasheet. Models available in various colours are displayed as a single product.

2.8.3 The order can be submitted by using the virtual cart. The product(s) can be added to the cart by clicking the 'Add to Cart' button after selecting the size and – if the Customer intends to purchase more than one of the same product – the quantity of the products to be purchased. The contents of the cart can be viewed by clicking the 'Cart' link in the top right-hand section of the website. In this menu option, the Customer can also modify or delete the product added to the cart.

2.8.4 After finalising the contents of the cart, by clicking the 'Record Purchase' button a standard form is displayed to be filled with the Customer's data and specific ad-hoc contractual terms. Before submitting the order, the Customer is required to provide his name, billing and shipping address, telephone number, e-mail address and gender, and he also needs to choose the payment and shipping method. If the Customer has a coupon for discount and/or a PlayersClub card, the discount can be applied by entering the serial number of the coupon and/or the number of the PlayersClub card on the form. Discounts can only be applied upon the submission of the order. Discounts cannot be consolidated and only one coupon or PlayersClub discount can be used for one order.

2.8.5 Before submitting the order, in addition to completing all data fields of the form, the Customer is required to declare that he has read and accepted this GTC and the Privacy Policy by clicking on the square displayed on the form. Thereafter the order can be submitted by pressing the 'Take Order' button. The submission of the order (by pressing the "Take Order" button) creates a payment obligation for the customer.

3. Binding offer, confirmation

3.1 The Service Provider shall immediately send an automatic e-mail confirming the receipt of the Customer's offer (order), which shall contain the Service Provider's acceptance of the Customer's offer (order), the data entered by the Customer when generating the order (e.g. billing and shipping information, etc.), the identifier and date of the order, a list of the components making up the product ordered, the quantity and price of the product(s), shipping costs and the sum total to be paid. The Service Provider's confirmation e-mail is deemed to be the acceptance of the Customer's offer and accordingly, by sending the confirmation a valid contract is concluded between the Service Provider and the Customer. The

confirmation of the order does not mean that the Service Provider will deliver the product(s) ordered for certain. Occasionally, the product ordered might be damaged or incomplete, especially in the case of discounted or phased-out products, for which reason it cannot be sold. In this case the Service Provider shall advise the Customer as soon as possible via e-mail or by phone as to why the product cannot be delivered.

3.2 The Customer shall be exempt from the binding offer if the Service Provider's special e-mail of acceptance as per Section 3.1 fails to arrive without delay – i.e. within 48 hours – concerning the order submitted.

3.3 The order shall be deemed to be a contract concluded by electronic means, which shall be governed by the provisions of Act V of 2013 on the Civil Code and Act CVIII of 2001 on certain issues of electronic commerce services and information society services. Moreover, the Contract shall be subject to Government Decree No. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses, and shall also adhere to the provisions of Directive 2011/83/EU of the European Parliament and of the Council on consumer rights.

4. Correction of data entry errors

4.1 In any phase of placing the order up until the order is sent to the Service Provider, the Customer has the option to correct (delete and/or modify) incorrectly entered data in the webshop, on the website's orders interface.

4.2 Throughout the ordering process the website's orders interface continuously displays the product(s) ordered and the precise sum total to be paid.

5. Terms of delivery

5.1 The Service Provider shall deliver the product(s) ordered to the Customer's address specified during the placement of the order by using a shipping company (hereinafter: **Delivery Service**).

The Service Provider shall deliver the products ordered and requested to be home-delivered either free of charge, or it shall charge shipping costs, depending on the selected shipping method. The Service Provider shall inform the Customer of the shipping cost to be charged during the placement of the order. Shipping costs shall be defined in consideration of the undertaken time of delivery and the value of the order.

[Click here](#) for current shipping information.

The shipping cost is shown on the summary screen of the order, on the invoice and in the confirmation e-mail as well.

The Service Provider retains the right to modify the delivery fee with the proviso that the modification becomes effective upon being displayed on the website. The modification shall not affect the purchase price of already ordered products.

When a PlayersClub card is used, the Customer shall identify himself by presenting his PlayersClub card to the representative of the delivery service when receiving the product. Additional details on PlayersClub membership: <http://playersroom.hu/playersroom/playersclub>.

If several orders are received from the Customer on the same day, they will be considered separately in terms of the delivery fee, and only orders exceeding the value limit for free delivery will be delivered free of charge. The Service Provider may consolidate the orders if the Customer requests so when submitting the second order and the Service Provider confirms that it is possible; however, packages that have been sent out already cannot be consolidated subsequently. The Service Provider retains the right to modify the delivery fee with the proviso that the modification becomes effective upon being displayed on the website. The modification shall not affect the purchase price of already ordered products.

5.2 The product(s) ordered arrive(s) in a sealed box and, unless paid in advance, the purchase price and any delivery fee shall be paid in cash to the courier of the delivery service against the invoice. If the packaging is damaged on receipt, the Customer is advised to open the parcel in the presence of the courier of the delivery service in order to have the integrity of the product(s) checked and the damage indicated to the Service Provider. The courier of the delivery service shall draw up a protocol on the delivery of the damaged product.

5.3 Products shall be shipped by GLS Hungary delivery service. In most cases, orders shall be delivered within 2 working days following the

Service Provider's confirmation of the order. The Service Provider shall strive to deliver as soon as possible.

The Service Provider shall not be liable for timely delivery by GLS Hungary delivery service as per the above.

GLS Hungary delivery service delivers product(s) only on weekdays and during opening hours; therefore, please make sure that the shipping address provided is indeed a location where the product(s) can be received during that time. The courier of GLS Hungary delivery service is unable to wait longer than 10 minutes at the shipping address provided.

Collect on delivery orders can only be paid in cash upon home-delivery by courier and upon pick-up at collection points (Pick Pack Point, GLS ParcelShop), or – if the given collection point has a POS terminal – by bank card. Payment by check or by any other cash substitute is not possible.

5.4 "Home delivery":

5.4.1 If the "Home delivery" option is selected, the product(s) shall be delivered by GLS Hungary delivery service. The product(s) ordered shall be received within 4 to 7 working days. "Home delivery" costs € 14.99 (gross).

6. Terms of payment

The Customer can choose from the following payment options:

-
- SimplePay
- PayPal payment option

7. Right of withdrawal

7.1 Consumers shall have the right of withdrawal in accordance with the provisions of this Section. Consumers should be understood within the meaning of the Civil Code (hereinafter: **Consumer**).

7.2 The **Consumer shall have the right to withdraw from the contract without justification in** the case of a contract for the sale of a product **within 14 calendar days** of

- a) the receipt of the product,
- b) in the case of the sale of several products, where different products are supplied at different times, within 14 calendar days of the date of receipt of the last product,
- c) by the Consumer or a third party other than the carrier delegated by the consumer.

7.3 The Consumer is also entitled to exercise his right of withdrawal **between the day of contract conclusion and the day on which the product is received.**

7.4 The Consumer shall not have the right of withdrawal in respect of sealed goods which are not suitable for return after opening due to health protection or hygiene reasons (e.g. undergarments, bathing suits).

7.5 Procedure of exercising the right of withdrawal

7.5.1 If the Consumer intends to exercise his right of withdrawal, he is required to submit to the Service Provider – using the contact details listed in Section 1.7 of this GTC – an unequivocal statement to this effect either in person, by post, e-mail, or after login in the webshop on the page listing previous orders.

The standard withdrawal form can be downloaded from here: [[doc](#)|[pdf](#)]

If the Consumer opts for not using the standard withdrawal form provided by the Service Provider, the statement shall be deemed unequivocal if it

contains, in addition to the statement of withdrawal, at least the Consumer's name, shipping address and the order number.

The Consumer shall be deemed to have exercised the right of withdrawal within the time limit if the statement of withdrawal is sent to the Service Provider before the expiry of the deadline indicated above.

7.5.2 The burden of proof of having withdrawn in accordance with the provisions of Section 7 shall be on the Consumer.

7.5.3 The withdrawal shall be deemed enforced if the Consumer sends the relevant statement to the Service Provider within 14 (fourteen) calendar days (including the 14th calendar day). If sent by post, the date of the posting, if sent by electronic mail, the time of sending the e-mail shall be taken as a basis by the Service Provider for calculating the deadline.

7.5.4 In the case of withdrawal, the Consumer shall, without undue delay and in any event not later than 14 (fourteen) calendar days from the day on which the withdrawal from the contract was communicated, return the product(s) ordered to the Service Provider's invoicing store or to the address specified in Section 1.7 either by registered mail or by delivery service. The deadline shall be deemed met if the Consumer returns the product (by post or by handing it over to the courier requested by the Consumer) or hands it over in person at one of the addresses specified above before the expiry of the 14-day time limit.

The Customer may also deliver the product(s) ordered free of charge – but only in person – to any of the Service Provider's stores within the deadline stipulated above. The costs of returning the product to the Service Provider and the delivery of the replacement product to the Consumer shall be borne by the Consumer.

7.5.5 The cost of returning the product(s) to the Service Provider's address (H-2120 Dunakeszi, Alagi major, lot number 070/1) shall be borne by the Consumer. The Service Provider is **not in a position to accept any collect on delivery return packages**. Besides the cost of returning the product(s), the Consumer shall not incur any other cost in relation to the withdrawal.

7.5.6 If the Consumer withdraws from the contract, the Service Provider shall reimburse – without undue delay and in any event not later than 14 (fourteen) calendar days from the day on which the statement of withdrawal was received – all considerations provided by the Consumer, including the shipping fee, with the exception of the fee for same-day delivery. The Service Provider is entitled to withhold the reimbursement until it has received the return product, or until the Consumer has supplied evidence of having sent back the product, whichever is the earliest.

7.5.7 The Service Provider shall carry out the reimbursement using the same means of payment as the Consumer used for the initial order, unless the Consumer has expressly agreed otherwise and provided that the Consumer does not incur any additional fees as a result of such reimbursement.

7.5.8 The Consumer shall only be liable for any diminished value of the product if it resulted from the handling of the product beyond what is necessary to establish the nature, characteristics and functioning of the product.

7.5.9 If the Consumer exercises his right of withdrawal in respect of a product where more than one product were purchased under a 2 for 1 promotion (*or in any other promotion irrespective of its name or the number of products involved where the Consumer receives one or more products free of charge in exchange for purchasing the rest of the products*), the Consumer's right of withdrawal may only be exercised jointly, in respect of all products involved (including those received free of charge, as such products may not be separated from the rest).

8. Guarantee

8.1 The Service Provider shall take no voluntary guarantee for the products it sells.

8.2 We advise our Consumers that they may not enforce both a warranty for material defects and a guarantee claim or a product warranty and a guarantee claim simultaneously for the same defect; however, Consumers are entitled to the rights arising from the guarantee irrespective of the rights defined in the Sections below on product warranty and warranty for material defects.

8.3 In the case of products subject to Government Decree No. 151/2003 (IX. 22.) on the statutory warranty for certain non-perishable consumer goods, the mandatory guarantee shall be 1 year, the starting date of which is the day of delivery of the product to the buyer.

9. Warranty

9.1 Warranty for material defects

9.1.1 The Customer may enforce a warranty claim for material defects against the Service Provider for defective performance by the Service Provider. Under a consumer contract, Customers who qualify as consumers may enforce their warranty claims for defects that existed at the time of the product's delivery within a 2-year limitation period from the date of receipt. After the two-year limitation period, the Customer may no longer enforce his warranty claim.

9.1.2 In the case of a non-consumer contract, the obligee is entitled to enforce his warranty claim within a 1-year limitation period from the date of receipt.

9.1.3 Under his claim for warranty for material defects, the Customer may, at his own discretion, request repair or replacement, unless the performance of the chosen remedy is impossible, or it would result in disproportionate additional costs to the Service Provider compared to satisfying a different claim for warranty for material defects. If the Customer did not or could not request repair or replacement, he may request a pro rata reduction of the consideration, or he may repair the defect himself or have it repaired at Service Provider's expense, or, as a last resort, he may cancel the contract. A minor defect shall not give rise to cancellation.

9.1.4 The Customer may switch from the chosen remedy for breach of warranty for material defects to another remedy; however, he will bear the costs of the switch unless the Service Provider caused the switch or the switch was otherwise justified.

9.1.5 After detecting the defect the Customer is required to notify the Service Provider without undue delay, but in any event, within two months of the detection of the defect.

9.1.6 The Customer may enforce the warranty claim for material defects directly against the Service Provider.

9.1.7 Within six months of the date of delivery, beyond the communication of the defect, there shall be no other condition for enforcing a warranty claim for material defects if the Customer provides evidence that the product or service was purchased from the Service Provider (by presenting the invoice or a copy thereof). In such cases the Service Provider shall be exempted from the warranty obligation only by rebutting this presumption; in other words, if it provides evidence that the defect of the product occurred after delivery to the Customer. If the Service Provider can prove that the defect occurred due to reasons

attributable to the Customer, it shall not be required to satisfy the Customer's claim for warranty. However, after six months have passed from the date of performance, it is the Customer's responsibility to prove that the defect discovered by the Customer already existed at the time of performance.

Obviously, in order to enforce any warranty claim for material defects, the product(s) must be returned to the Service Provider, i.e. to the address of the Customer Service specified in Section 14.1. The Service Provider shall accept unblemished product(s) only; soiled product(s) shall be returned to Customer.

9.1.8 If the Customer enforces his warranty claim with respect to a part of the product that can be separated in terms of the defect indicated, the warranty claim shall not qualify as enforced with respect to the other parts of the product.

9.1.9 In the event of replacement or cancellation, the Customer shall not be required to reimburse product depreciation that resulted from the proper use of the product. However, the Customer shall compensate the Service Provider for depreciation resulting from improper use.

9.1.10 In the event of defective performance, the costs associated with the performance of the warranty obligation shall be borne by the Service Provider. The Service Provider shall only reimburse the Customer for costs incurred by the Customer in relation to the performance of the warranty obligation if the Customer provides credible proof of the costs incurred (by presenting the invoice/receipt, dispatch note issued by the post, etc.). If the Customer's failure of performing his maintenance obligation has also contributed to the defect of the product, the costs related to the performance of the warranty obligation shall be borne by the Customer in proportion to his contribution, provided that the Customer had the knowledge required for the maintenance of the product, or the Service Provider fulfilled its obligation to provide information in this regard. If there is a proof that the defect of the product occurred after delivery (i.e. not due to the Service Provider's defective performance), the costs incurred in relation to the enforcement of the warranty rights (including the cost of returning the product to Customer) shall be borne by the Customer.

9.1.11 The **standard form** for the enforcement of warranty claims for material defects is **available here:** [[doc](#)|[pdf](#)]

If the Customer opts for not using the standard form provided by the Service Provider for enforcing a warranty claim for material defects, the Customer's own statement must contain at least the description of the product's defect, the selected warranty claim, the Customer's name, the shipping address and the order number. The Customer may submit the request for the enforcement of the warranty claim for material defects in accordance with the provisions of Section 14.1, at the contact details listed therein.

9.2 Product warranty

9.2.1 In the event of a defect in the product, Customers who qualify as consumers (hereinafter: **Consumer**) may enforce the rights specified in Section 9.1 or alternatively, they may enforce a product warranty claim.

9.2.2 However, the Consumer is not entitled to enforce a warranty claim for material defects and a product warranty claim for the same defect simultaneously. However, if the product warranty claim is effectively enforced, the Customer may enforce its warranty claim for material defects for the replaced product or the repaired part against the producer.

9.2.3 A product warranty claim only entitles the Customer to request the repair or replacement of the defective product. For the enforcement of a product warranty claim the burden of proof of the defect of the product shall be on the Consumer.

9.2.4 A product shall be deemed defective if it does not comply with the quality requirements applicable at the time when the product is admitted to market distribution, or it does not have the characteristics indicated in the description provided by the producer.

9.2.5 The Consumer may enforce his product warranty claim within two years from the date it was admitted to market distribution by the producer. Upon the expiry of that period this entitlement shall lose effect. Upon the detection of the defect, the Consumer is required to communicate the defect to the producer without delay. A defect communicated within two months of the detection shall be deemed communicated without delay. The Consumer shall be liable for any damages arising from the delay in communication.

9.2.6 The Consumer is entitled to exercise his right to product warranty claim against the producer or against the distributor (Service Provider) of the product.

9.2.7 Under the Civil Code, the manufacturer and the distributor (Service Provider) shall qualify as the producer of the product.

9.2.8 The producer and the distributor (Service Provider) shall only be exempted from the product warranty obligation if it can provide evidence that:

- the product was not produced or distributed within its business activities;
- the defect was not recognisable given the state of scientific or technical knowledge when the product was admitted to the market; or
- the product's defect was caused by the application of a law or a mandatory administrative provision.

9.2.9 The producer or the distributor (Service Provider) needs only to prove one reason for the exemption.

9.2.10 The standard form for the enforcement of product warranty claims is available here: [[doc](#)|[pdf](#)]

If the Customer opts for not using the standard form provided by the Service Provider for enforcing a product warranty claim, the Customer's own statement must contain at least the description of the product's defect, the selected warranty claim, the Customer's name, the shipping address and the order number. The Customer may submit the request for the enforcement of the product warranty claim in accordance with the provisions of Section 14.1, at the contact details listed therein.

Obviously, in order to enforce any product warranty claim, the product(s) must be returned to the Service Provider, i.e. to the address of the Customer Service specified in Section 14.1. The Service Provider shall accept unblemished product(s) only; soiled product(s) shall be returned to Customer.

10. Replacement

10.1 In the case of sales through the webshop, the Customer is entitled to request the replacement of the product in person, or to request a different size at the same value, or to purchase other products for the same purchase price (hereinafter collectively: **Replacement**) within 30 (thirty) calendar days of the receipt of the product, at the Service Provider's store that issued the invoice. Replacement may only be requested for unused products. For health protection and hygiene reasons, undergarments and bathing suits may not be replaced after their sealed packaging has been

opened.

10.2 The Customer may request the replacement at any store of the Service Provider:

- a) in person simultaneously with the delivery of the product; or
- b) by post simultaneously with returning the product by post (including courier services).

10.3 The deadline for replacements shall be deemed met if the Customer sent by post or handed over to the courier service the replacement request form and the product on the last day of the time limit open for replacement requests.

10.4 If the replacement is requested by post, the costs of returning the replacement form and the product to the Service Provider and the costs of delivering the replacement product to the Customer shall be borne by Customer. The replacement product shall be sent to the Customer by delivery service. The delivery fee shall be HUF 999 for the entire territory of Hungary. Method of payment for the delivery: cash on delivery.

The Customer may also deliver the product(s) ordered free of charge – but only in person – to any of the Service Provider's stores within the deadline stipulated above.

The Customer acknowledges that after he has replaced the product in person in our store in relation to his original order, the Consumer's/Customer's right of withdrawal shall be no longer applicable to the replacement product as the replacement is deemed to be a new purchase in our store where the customer is enabled to find out about the characteristics of the product and to try it on.

10.5 If replacement is requested by mail and the Customer requests the same product in a different size, please indicate the size requested in the replacement form after you have ascertained that the requested size is available in the webshop. If you request another product, please indicate the product's item number on the replacement form (available to view on the product's datasheet in the webshop) along with the size requested. If the purchase price of the requested product is higher than the purchase price of the replacement product, the difference shall be paid in cash upon delivery.

10.6 In the unlikely event that the Service Provider is unable to deliver the replacement product (e.g. it is not on stock), the Service Provider shall notify the Customer. Based on the Service Provider's notification, the Customer shall be entitled to select another replacement product.

10.7 The replacement request form should only be used if the replacement request is communicated by post. **The Replacement request form can be accessed here:** [[doc](#)|[pdf](#)]

11. Product reservation

11.1 The Service Provider shall enable the Customer to view and/or try on the product selected in its webshop in any store of the Service Provider preferred by the Customer.

11.2 After selecting the size, adding the product to the cart and finalising the contents of the cart, by pressing the Reserve in-Store button the Customer may select the Service Provider's store in which he wishes to view or try on the product concerned. For the reservation the Customer is required to provide the Customer's name, address, phone number, e-mail address and gender. If the products to be reserved are fully available in the Service Provider's store selected by the Customer, the product reservation may be finalised by selecting the Reserve in-Store Now option on the product reservation page fully completed by the Customer. If the product(s) to be reserved are not fully available in the Service Provider's store selected by the Customer, the product reservation may be finalised by selecting the Deliver Reservation to Store option on the product reservation page fully completed by the Customer.

11.3 The Service Provider shall send a confirmation of the product reservation without undue delay but in any event, within 48 hours of the reservation, notifying the Customer that the reserved product is available in the selected store. The Service Provider shall hold the reserved product for the Customer for 4 (four) days at most from the date indicated in the confirmation, and shall not sell the product to any third party during that period. After the expiry of that time limit the reserved product may be sold without restrictions.

11.4 **By requesting a product reservation, the Customer does not make an offer for the purchase of the selected product and no contract shall be concluded between the Parties.** This, however, shall not preclude the purchase of the product by the Customer in the store. If the Deliver Reservation to Store option indicated in the last sentence of Section 11.2 is selected by the Customer, the fee charged on the

product(s) – **HUF 690 (gross) – shall be paid on the spot in all cases, even before receiving and trying on the product.** When a PlayersClub card is used, the Customer shall identify himself by presenting his PlayersClub card to the representative of the delivery service when receiving the product.

12. Liability

12.1 The information displayed on the website has been posted in good faith; however, it is only informative, and the Service Provider shall not be held liable for the accuracy and integrity of the information.

12.2 The Customer may use the website solely at his own risk, and shall accept that the Service Provider shall not be held liable for damages to property or non-pecuniary loss other than the liability for damages caused willfully, by gross negligence or criminal offence, or by breach of contract harming human life, physical integrity and health.

12.3 The Service Provider excludes all liability for the conduct exhibited by users of the website. The Customer shall be solely and fully responsible for his own conduct, and in such cases the Service Provider shall extend its full cooperation to the competent authorities in order to investigate the infringements.

12.4 The pages of the service may contain leads (links) to the websites of other Service Providers. The Service Provider shall not be held liable for the data protection practice or any other activities of such Service Providers.

12.5 The Service Provider is entitled but not obliged to check the contents that may be made available by Customers while using the website, and the Service Provider shall be entitled but not obliged to look for signs of illegal activities with respect to the contents posted.

12.6 Given the global nature of the internet, the Customer accepts to proceed also in consideration of the provisions of relevant international laws while using the website. If any activity related to the use of the website is not permitted under the laws of the Customer's country, liability for using the website shall be borne exclusively by the Customer.

12.7 If the Customer detects any objectionable content on the website, he shall warn the Service Provider without delay. If the Service Provider

considers the warning substantiated after having taken action in good faith, it shall be entitled to erase or modify the information concerned immediately.

13. Copyright

13.1 The website is protected by copyrights. The Service Provider is the copyright owner or the authorised user of all content, author's work or any other intellectual product displayed on the website or presented in the course of extending the services available through the website (including, but not limited to, graphic designs or any other material, the layout or editing of the portal, software-based and any other solutions, concepts and installations).

13.2 The content or specific parts of the website may be printed or saved to a physical or other data carrier for private use solely subject to the Service Provider's prior written consent. Any use other than private use – for example, storage in a database, transfer, publication, being made available for download, commercial distribution – shall be permitted solely subject to the Service Provider's prior written consent.

13.3 Nothing apart from the rights expressly specified in this GTC – registration, the use of the website, or any provision of this GTC – shall authorise the Customer to use or exploit the brand names or trademarks displayed on the portal. Apart from the display indispensable for the proper use of the website and from the temporary reproduction and private copying necessary for such proper use, these intellectual products shall not be used or exploited in any form whatsoever without the Service Provider's prior written consent.

14. Legal remedy options

14.1 Complaint handling

14.1.1 The Customer may lodge consumer complaints in relation to the product or to the Service Provider's activity **at the contact details listed in Section 1.7.**

14.1.2 Pursuant to applicable legal regulations, verbal complaints shall be investigated immediately by the Service Provider and remedied as appropriate if it is so permitted by the nature of the complaint. If the Customer disagrees with the complaint management or the immediate investigation of the complaint is not possible, the Service Provider shall draw up a protocol on the complaint and its own position immediately. If a

verbal complaint was lodged by phone, the Service Provider shall send to the Customer the protocol by no later than concurrently with the substantive response defined in the Section on written complaints, and thereafter it shall proceed in accordance with the provisions applicable to written complaints.

14.1.3 The Service Provider shall assign a mandatory, unique identification number to verbal complaints communicated by phone in order to ensure the traceability of the complaint. The Service Provider is required to communicate this identification number to the Customer.

14.1.4 The Service Provider shall investigate, provide and communicate to the Customer a substantive response within thirty days of receipt of the written complaint. If the complaint is rejected by the Service Provider, the Service Provider shall justify its position concerning the rejection in its substantive response.

14.1.5 The Service Provider shall retain the complaint protocol and the copy of its response for a period of five years.

14.1.6 The Service Provider shall be available to **receive the objections** communicated by the Customer **at the direct contact details listed in Section 1.7.**

14.2 Alternative remedy options

14.2.1 If any consumer dispute between the Service Provider and the Customer may not be resolved by way of negotiations, the following options shall be open to the Customer for remedy:

a) Entry in the book of complaints. The book of complaints is available in all stores of the Service Provider. The Service Provider is required to respond in writing to all entries in the book within 30 days.

b) File a complaint with the consumer protection authorities. If the Customer perceives a violation of his consumer rights, he shall be entitled to file a complaint with the competent consumer protection authority in the jurisdiction of the Customer's residence. After considering the complaint, the authority will decide on conducting the consumer protection procedure.

c) Arbitration Board. The Customer may initiate a procedure at the Arbitration Board functioning alongside the competent professional chamber in order to achieve an amicable, out-of-court resolution of the consumer dispute related to the quality and safety of products, to the application of product liability rules and to the conclusion and performance of the contract.

The business shall be subject to the obligation to cooperate in the Arbitration Board proceedings.

Contact information for the Financial Arbitration Board of Budapest:

- H-1016 Budapest, Krisztina krt. 99. III. em. 310.
- Postal address: H-1253 Budapest, Pf.: 10.
- E-mail address: bekelteto.testulet@bkik.hu
- Fax: +36 (1) 488 2186
- Telephone: +36 (1) 488 2131

d) Court procedure. The Customer is entitled to enforce their claim arising from consumer disputes before court in the course of a civil procedure in accordance with the provisions of Act V of 2013 on the Civil Code and Act CXXX of 2016 on the Code of Civil Procedure.

e) The European Commission has set up an online dispute resolution platform in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes. Pursuant to the Regulation, this platform shall be made available to consumers for communications aimed at the out-of-court resolution of disputes concerning contractual obligations stemming from online contracts between a consumer resident in the European Union and a service provider established in the European Union. This online dispute resolution platform has been available to consumers since 15 February 2016. The scope of the Regulation directly applies to service providers incorporated in Hungary for disputes arising from online contracts concluded between the Service Provider and consumers. Pursuant to the Regulation, the Consumer may initiate online – through the online dispute resolution platform – the out-of-court settlement of the dispute at the dispute settlement forum jointly selected by the parties. In Hungary the Financial Arbitration Board of Budapest is vested with the powers to resolve consumer disputes.

The online dispute resolution platform may be contacted under the following link: <http://ec.europa.eu/odr>.

15. Privacy Notice

15.1 The Service Provider respects the fundamental constitutional right to the protection of personal data; namely, that everyone has right of disposal over the disclosure and use of his personal data.

15.2 In obtaining and processing the personal data required for the use of the services provided by Customers, the Service Provider pays particular

attention to strict compliance with the provisions of Act VI of 1998 on the promulgation of the Convention for the protection of individuals with regard to automatic processing of personal data (signed in Strasbourg on 28 January 1981), Act CXIX of 1995 on the use of name and address information serving the purposes of research and direct marketing, and Act CXII of 2011 on the right of informational self-determination and on freedom of information.

15.3 Data provided by the Customer, namely, his first and last name, shipping address, phone number, e-mail address and identifier, are contained in the electronic mail transmitted through the system. In the case of card payments, data required for the payment are not processed by the Service Provider but by OTP Bank Plc.

I acknowledge that my personal data stored by the controller – Szinga Sport Kft. (registered office: H-1038 Budapest, Tündérliget u. 2.) – in the www.playersroom.hu user database shall be transferred to OTP Mobil Kft. as data processor. The controller shall transfer the following data:

web order ID

date of the order

ordered items (product name, article number, price, quantity, VAT)

shipping cost

currency

discount rate

language

first name

last name

e-mail

phone number

billing name

tax number

billing ZIP

billing city

billing street

billing county

billing country

shipping name

shipping ZIP

shipping city

shipping street

shipping county

shipping country

The nature and purpose of the processor's data processing activity are stated in the Privacy Policy of SimplePay under the following link:

<http://simplepay.hu/vasarlo-aff>

15.4 The controller of the website is the Service Provider.

15.5 The Service Provider declares that the data stored in its database (name, e-mail address, phone number, identifier etc.) shall be processed for the following purposes: enabling the provision of the services available in the webshop, displaying personalised contents and advertisements, compiling statistics, implementing technical developments for the IT system, protecting the rights of Customers. The Service Provider may use the data to create user groups and to display targeted contents and/or advertisements for the user groups on the Service Provider's website, and to send newsletters.

15.6 The Service Provider shall not use the personal data provided by Customer for any purposes other than those stipulated above. Personal data may not be disclosed to any third party or authority without the Customer's express consent, unless such disclosure is required by law or a

binding administrative or court order. The Service Provider shall erase the Customer's personal data at the Customer's request or when the purpose of the processing no longer exists.

15.7 The Customer's data provision is voluntary; its legal basis is the data subject's consent. By using the Service Provider's services, the Customer consents to the use of his personal data for the purposes stated above. The Customer may request at any time the erasure or modification of his data or information about the data processed; moreover, he is entitled to object to the processing. If the request or objection proves unsuccessful, the Customer shall be entitled to turn to court within 30 calendar days.

15.8 The Service Provider shall process the data obtained by it in compliance with the prevailing legal regulations and in keeping with the data protection provisions stipulated in this Privacy Notice. By using the services rendered by the Service Provider, the Customer consents to the transfer of the data provided to the processor.

15.9 The Service Provider shall take no responsibility for the information provided by Customer. Should the Service Provider become aware that the information violates the personality rights of a third party or legal regulations or breaches these data protection rules, or that the information's non-conformity to the data protection rules gives rise to damages, the Service Provider shall be entitled to take the necessary legal steps in cooperation with the competent authorities. If the Customer has provided a third party's data for using the service or has caused damage in any way by using the website, the Service Provider shall be entitled to file a claim for damages.

15.10 In order to avoid unauthorised access to and disclosure of data and to ensure the accuracy and the most appropriate use of the data, the Service Provider shall guard and safeguard the information collected online using appropriate physical, electronic and technical methods.

15.11 Name of controllers:

- Service Provider
- Mailleon Digital Kft. (address: H-1112 Budapest, Budaörsi út 153.)
- Delivery services:
 - GLS Hungary Kft. (address: H-2351 Alsónémedi, GLS Európa u. 2.; phone number: +36 (29) 886 660);
 - Sprinter Futárszolgálat Kft. (address: H-1097 Budapest, Táblás utca 39.; phone number: +36 (1) 803 6300);
 - Gepárd Team Futárszolgálat Kft. (address: H-1149 Budapest, Mogyoródi út 32.; phone number: +36 (1) 399 9970);
 - Hajtás Pajtás Kft. (address: H-1074 Budapest, Vörösmarty u. 20.; phone number: +36 (1) 327 9000);

- G4S Készpénzlogisztikai Kft. (address: H-1139 Budapest, Rozsnyai u. 21–25.; phone number: +36 (1) 2 380 222).

15.12 The Service Provider shall keep a data transmission log of the personal data provided by the Customer and forwarded to the delivery services in order to verify the legitimacy of the data transfer. The log shall contain the date and time of the transfer of the personal data processed by the Service Provider, the legal basis of the data transfer and the recipient, as well as the description of the personal data transmitted. The Service Provider shall retain the data stored in the data transmission log for 5 (five) years.

15.13 **Registration number of processing: NAIH-84718/2015**

16. Miscellaneous provisions

16.1 The webshop in an information system operating on php bases with an adequate level of security and risk-free use. That notwithstanding, the Service Provider recommends that the following precautions be taken:

- using virus and spyware safety software with an updated database;
- installing the security updates of the operation system.

16.2 The Service Provider is entitled to unilaterally modify the terms and conditions of this GTC at any time.

[Electronically available GTC \(pdf\).](#)

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