

## **General conditions of purchase**

### **ENGLISH**

#### **Terms and conditions of sale of the website**

These GENERAL CONDITIONS OF SALE have been drawn up in accordance with the provisions of the following:

Law 12/2013 of 13 June on Commerce , Law 13/2013 of 13 June, on effective competition and consumer protection, Decree of 07-08-2013 approving the Regulations governing the official complaint, claim and complaint forms in matters of consumption.

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## 1. General contact information

In accordance with article 27 of Law 13/2013 of 13 June on effective competition and consumer protection, we hereby inform you that the ownership of this website, tickets.palarinsalandorra2024.com, (from now on Website) and its subdomains is held by: EMAP, S.A.U., (from now on EMAP) provided with NRT: A706313Y, registered in the Registre de Comerç i indústria N° 921163A, and whose contact details are:

**Address:** Av. El Través 2, Casa Ferré 1º pis AD400 La Massana (Andorra)

**Contact:** Contact form

## 2. Definitions and subject matter

The terms used in these terms and conditions are defined as follows:

**"User":** Any person who browses the website.

**"Customer":** Any person who books one or more of the services offered on the Website.

**"Service":** Any service offered by EMAP on the Website, such as the booking of event tickets.

**"Supplier or service provider":** means any service provider offering the service contracted by the Customer, which is not offered directly by EMAP.

**"Order":** Contracting a service via the Website.

The purpose of these "GENERAL CONDITIONS OF SALE" is, firstly, to inform the Client users of the conditions and procedures under which EMAP will proceed with the sale of the products/services offered and, secondly, to provide information on the rights and obligations of "the parties" in the context of the sale of the products/services by EMAP to the Client (hereinafter "the Client").

These "GENERAL CONDITIONS OF SALE" shall apply without restriction or reservation to all sales of services made via the Website. Consequently, "the Client", when contracting products/services, acknowledges that he/she is aware of these "GENERAL CONDITIONS OF SALE" prior to placing the Order, and accepts them fully and completely.

It reserves the right to unilaterally modify these "GENERAL CONDITIONS OF SALE" at any time. However, those that the Customer has accepted at the time of placing the order shall be applicable to the Order.

For this reason, the Customer is advised to read, save and print a copy of these General Terms and Conditions of Sale when making the purchase.

These "GENERAL CONDITIONS OF SALE" include the General Conditions of Use of the Website and are supplemented by the provisions of the Privacy Policy and the Cookies Policy.

Likewise, the contracting of a tourist service offered by one of the service providers listed on the Website implies the explicit acceptance of the particular conditions and contracting policies of each service provider in question.

### **3. Product and service**

EMAP, through the Website, acts both as owner and promoter of Service Providers and offers for sale the following products/services:

Ski passes, ski lessons, adventure activities, restaurant services, accommodation bookings, as well as other services present in the EMAP domain and sub-domains.

The services that can be booked on the Website and all its sub-domains can be booked individually or in combination, as a package of services.

### **4. Access by users**

By simply accessing the website, the user is considered to be a user.

The use of services offered on the website is free for users, and does not entail any commission or cost of any kind in accessing the website, except for the cost of connection through the telecommunications network provided by the access provider contracted by the user, which will be charged to the user.

Access through third-party applications (e.g. Facebook) implies that the security of access via these means is the responsibility of these entities. Likewise, the Website declines any direct or indirect responsibility for the failure of the systems or unavailability of the website or any similar situation.

### **5. Rules of use of the website**

The user shall be responsible for the totality of the contents published and for their veracity. The user shall be solely responsible for any false, inaccurate or out-of-date statements made and for any damage caused to EMAP or third parties as a result of non-compliance with this duty.

By using this website, the user accepts that most communications with EMAP will be electronic, via the e-mail address provided by the user or Customer.

For contractual purposes, the User consents to use this electronic means of communication and acknowledges that all contracts, notifications, information and other communications sent electronically by EMAP comply with the legal requirements of being in writing. This condition shall not affect the rights recognized by law to the User.

The User may send notifications and/or communicate with EMAP through the contact details provided in these Conditions and, if necessary, through the contact spaces on the Website. Likewise, unless otherwise stipulated, EMAP may contact and/or notify the User by e-mail or at the postal address provided.

The User undertakes to make reasonable and reasoned use of the Website's services and to comply with the "GENERAL CONDITIONS OF SALE", with EMAP reserving the right to restrict them if deemed appropriate.

The website is governed by the legislation applicable in Andorra. EMAP does not guarantee that the website complies with the legislation of other countries, either totally or partially, and declines all liability that may arise from this access.

It is strictly forbidden:

- Use the EMAP name for professional or profit-making purposes directly or indirectly.
- Use the EMAP Website for purposes other than the purchase of products and/or services.
- Make false or fraudulent purchases. If it could reasonably be considered that such a purchase has been made, it may be cancelled and the relevant authorities will be informed.
- The publication of offensive content, of any kind, sexist, racist, defamatory and/or contrary to current legislation in Andorra.
- Slander, abuse, harass, annoy, threaten or infringe legal rights, such as privacy or publicity rights, among others.
- Use the website for promotional purposes not expressly authorised by the EMAP team or the dissemination of unauthorised advertising content.
- Impersonate identity, with the legal consequences that may follow.
- Disseminate, publish or solicit information that promotes the commission of any unlawful act in your jurisdiction, including, but not limited to: electronic framing, SPAM, Phishing, Spoofing, Forgery and any other type of conduct that is considered an unlawful act.
- Engage in any fraudulent use of the Website.

## **6. Intellectual and industrial property**

The Website is protected by intellectual and industrial property rights. This includes, but is not limited to, the contents, graphic design, source code, logos, texts, graphics, illustrations, photographs and other elements that appear on the Website. For this reason, the user acknowledges that the reproduction, distribution, commercialization, transformation and, in general, any form of exploitation, by any procedure, of all or part of the Website constitutes an infringement of the intellectual and industrial property rights of EMAP or of the owner thereof, unless the user has obtained express prior authorization.

Any use outside EMAP, including the reproduction, modification, distribution, transmission, republication, arrangement or representation of any element thereof is strictly prohibited except with the express written consent of EMAP.

The user may not modify or use this intellectual and industrial property in such a way that its disclosure would be detrimental to EMAP.

EMAP shall be liable for damages resulting from the improper use of its intellectual and industrial property by third parties.

EMAP does not grant any licence or authorisation of use of any kind on its intellectual and industrial property rights or on any other right or property related to the website, the services or the contents.

## **7. Notification of infringements**

In the event that the user infringes intellectual and/or industrial property rights or any other rights of third parties, he/she shall be notified by EMAP as soon as EMAP becomes aware of such infringements so that he/she ceases to publish the infringing content. In this case, the user will be liable for these infringements.

If any person or entity considers that the contents published on the website infringe their rights to honor, privacy, image or any other right, they may inform EMAP through any of the contact channels listed on the Website with the subject "Infringement of rights", request their removal and provide the information:

1. Identification of the rights protected by the legislation in force in this respect that are considered to have been violated,
2. Identification of the content that is alleged to infringe the rights in question with reasonably sufficient information to enable EMAP to locate this material on the Website,
3. Contact details (physical or e-mail address and telephone number) to enable EMAP to communicate with this person or entity,
4. A statement that the person or entity affirms that the information in the notification is true and accurate and that he or she is the owner of the rights allegedly infringed or is authorised to act on his or her behalf, and,
5. A copy of your ID card, passport or other document proving your identity.

EMAP will attend to the request and if it considers that the person or entity has justified reasons or causes to request the removal of these contents, it will proceed to their immediate removal from the Website so that they are not accessible to users, not even from the rubber memory.

## **8. Formalization of the contract and reservations**

The Customer may, at his/her choice, conclude a contract with EMAP for the products/services offered in any of the languages in which these "GENERAL CONDITIONS OF SALE" are available on this website.

### **8.1 Prices**

The selling price is indicated in euros (€) and shall be the price in force at the time of contracting the products/services offered on the Website. The selling price of the products/services appearing on the Website may be modified by EMAP at any time, the price to be applied to the purchase being that which appears on the screen at the time of placing the Order.

The rates indicated on the Station Services Website (event tickets) may be fixed or dynamic. These rates will be published on the different sales channels, where the prices of the products per day and for each type of ticket and category will be reflected. The changes made to the sales prices, depending on the availability and capacity of the resort, will be duly informed to the Customer on the Website.

The prices include the General Indirect Tax (IGI) applicable on the date of the Order in accordance with the regulations in force. Any change in the applicable rate will automatically affect the price of the products sold by EMAP on the Website.

Without prejudice to the Orders placed by the Customer, EMAP may at any time modify the range of products/services offered for sale on the Website, in particular as a result of restrictions linked to its suppliers.

In accordance with the applicable regulations, the Customer shall have the opportunity, prior to placing an Order, to find out on the Website all the information that the Service/Product Provider has provided to EMAP on the fundamental characteristics of the products/services that he/she wishes to purchase.

## 8.2 Booking procedure

The Client must follow the purchase and/or reservation procedure of [tickets.palarinsalandorra2024.com](https://tickets.palarinsalandorra2024.com), during which various products/services may be selected and added to the cart or final shopping space. The Client will have the possibility of checking the details of his/her Order and correcting any possible errors. As soon as the Customer confirms his/her order by clicking on the "CHECKOUT" icon (hereinafter the "Order"), he/she shall be deemed to have accepted with full knowledge of the contents and conditions of the Order in question and, in particular, the fact that his/her Order implies for him/her an obligation to pay.

## 8.3 Quotations

During the purchase process, the Customer has the option of saving the products/services added to the shopping cart or final purchase space as a quotation, in order to confirm and pay for them at a later date. The Customer may consult his quotation from his email inbox or from the section "My quotations" in the private area of his account.

The prices and availability of the services saved as "Quotes" are for information purposes only and are subject to availability check at the time of booking confirmation.

## 8.4 Booking confirmation

The Order will be confirmed by EMAP by sending an e-mail to the Client, where the Client will automatically receive the entry, which will contain the essential elements of the services and products contracted, the price and the date on which the service will be enjoyed.

On the other hand, EMAP assumes no responsibility in case of error in the introduction of the e-mail and, therefore, of the non-receipt of the order confirmation e-mail.

The Customer may request that the invoice for the services provided by EMAP be sent to him/her and receive it in paper format. Likewise, the issuing of the electronic invoice shall be subject to the prior express consent of the Client in the purchase process, which may be revoked at any time by contacting the e-mail address: [@palarinsal.com](mailto:@palarinsal.com)

## 8.5 Handwritten signature

In view of the special characteristics of distance contracting, the Customer acknowledges the impossibility of signing the letter of payment, the document by means of which the transaction



is usually agreed. Therefore, he/she waives the right to sign the document for all electronic transactions generated as a result of the booking through the website. The person who makes a reservation through the website must be authorized to do so on behalf of all the members of the group that will make the trip and must confirm that the people who are part of the group accept the conditions of the reservation. Furthermore, this person will be responsible for the cost of the booking, including any cancellation or modification fees. In the same way, this person will inform the other members of the group of the details of the confirmation and any other relevant information.

## **9. Payment**

### **9.1 Payment instruments**

The payment instruments through which purchases can be made on the Website are: bank card.

The following bank cards are accepted on the EMAP Website: Visa and Mastercard.

Credit cards are subject to verification and authorization by the issuing bank. If the issuing bank does not authorize payment, EMAP cannot be held responsible for any delay in confirming the booking and cannot enter into any contract with the Customer.

Paycomet is a certified payment platform with a high standard of security in payment instruments; the bank card data entered in the purchase process will be encrypted and stored securely.

### **9.2 Security of payment transactions**

In order to ensure the security of payments made by bank card, the Customer must communicate to EMAP the visual cryptogram (CVV) on the back of the bank card used by the Customer.

As part of the fight against Internet fraud, data relating to the Customer's Order may be communicated to third parties authorized by law or designated by EMAP for the sole purpose of verifying the Customer's identity and the validity of the Order, the payment instrument used and the planned delivery.

Once this check has been carried out, EMAP reserves the right to request a photocopy of the Customer's identity document and/or any other data relating to the Customer's identity. The Customer has rights conferred on him/her by the personal data protection regulations as set out in the Privacy Policy.

EMAP uses all means to ensure the confidentiality and security of the payment data transmitted by the Customer during transactions via the Website. As such, the Website uses a secure payment system SSL (Secure Socket Layer).

## **10 - General conditions of ticket purchase**

### **10.1 What is the World Championships spectator ticket?**

The spectator ticket, which is nominative, includes access to all the lifts\* open during the days of validity of the ticket, as well as the buses that connect Caubella-Fontanals-Caubella and Erts-Amorriadors-Erts (on the days when they are operational), on the days purchased.

The spectator ticket also includes the grandstands (limited capacity and seats NOT numbered).

\* With the La Massana cable gondola or the bus service to Erts, access to the site will only be possible once a day. Once inside the resort, the rest of the ski lifts can be used without restriction.

\*Access to Cubil may be restricted for 1 hour on 31/08/24 during the competition; runners will have priority access.

## 10.2 Discounts for customers with Season Pass 23-24.

### Season 23-24 ski passes

The holders of the FFT Andorra Pass, Nord Pass, Mountain Pass, Extraescolar, Universitari and Acompanyant 23-24, have free access to the World Championships on competition days from Monday 26 to Thursday 29 August.

Holders of the FFT Andorra Pass, Nord Pass, Mountain Pass, Extraescolar, Universitari and Acompanyant 23-24, can benefit from a 20% discount on the online purchase according to the rate in force at the time of purchase.

## **11 - Cancellation policy**

EMAP reserves the right to modify, if circumstances require it, the data, timetable or program and also to decree the suspension of the event.

EMAP will not make any compensation if a race is cancelled due to weather conditions or for reasons beyond the organization's control.

Once the ticket has been purchased, it will only be exchanged or refunded in the event of total cancellation of the event. In this case, the customer may request a refund within 15 calendar days from the date of public notification of the cancellation. In any case of refund, EMAP will only reimburse the amount of the ticket, and will not be responsible for any other expenses such as, but not limited to, hotels, travel, meals, allowances, etc...

Resale or attempted resale is a fraud, is a direct cause for withdrawal or cancellation of the ticket without any compensation.

EMAP always reserves the right of admission.

## **12 - Complaints and claims**

Any irregularities or deficiencies that the Client may find in the contracted services must be notified directly to the Service Provider in question as soon as possible and, if possible, during

the enjoyment of the services themselves, thus offering the possibility of rectifying the situation from the outset.

In the event that the solution provided does not satisfy the Customer, he/she should contact EMAP's Customer Service Department, which will respond to the complaints received as soon as possible and, in any case, within a maximum period of one month from the submission of the complaint. Contact e-mail: [clients@palarinsal.com](mailto:clients@palarinsal.com)

EMAP also has official complaint forms available to consumers and users, which can be requested from EMAP at any time, using the contact details provided at the beginning of these Conditions.

### **13. Travel insurance**

EMAP recommends that adequate travel insurance is taken out prior to arrival at the destination. It is the responsibility of the Client to check that the insurance taken out provides adequate cover.

### **14. Responsibility and Security of transactions**

EMAP guarantees the correct application of security measures and control over the processing of the personal data provided, necessary to carry out online transactions. The only purpose of the use of the Customer's identifier and/or password is to verify their identity, which is required for the validation of the order. The communication of the bank card number and the final validation of the order shall serve as proof of acceptance of the Order indicated and of the enforceability of the amounts committed for the reservation of the products appearing in the Order. The computer records, kept in the computer systems of EMAP and its partners, shall be considered proof of the communications, Orders and payments made between the parties.

In particular, the Customer is responsible for maintaining the security of its online transactions and/or password. Therefore, EMAP assumes, under no circumstances, any responsibility for the fraudulent use of this data.

### **15. Customer Service / Mediation Services**

For any additional information, enquiries regarding the status of a Booking or complaint related to your order, you can contact EMAP Customer Service, and by telephone or via:

Contact: [clients@palarinsal.com](mailto:clients@palarinsal.com) / +376 878 001

### **16. Responsibilities**

#### **16.1 Legal capacity to contract**

The Customer declares that he/she has full legal capacity (over 18 years of age) to contract the services offered by EMAP on the Website and its sub-domains, stating that he/she accepts to be bound by these "GENERAL CONDITIONS OF SALE" and, therefore, in the case of a person

who does not have the legal capacity to contract an Order on the EMAP Website, the legal representatives of said person (parents or guardians) will assume full responsibility for this Order and, in particular, must pay the price of the same.

## 16.2 Limitation of liability

Except as otherwise provided by law, EMAP accepts no liability for the following losses, irrespective of their origin:

- Any loss which was not attributable to a breach by you;
- Business losses (including loss of business profits, revenue, contracts, anticipated savings, data, loss of goodwill or unnecessary expenses incurred); or of
- Any other indirect loss that was not reasonably foreseeable by both parties at the time the service contract was concluded between the two parties. In addition, EMAP also limits its liability with regard to the following cases:
  - EMAP applies all measures concerning the provision of an accurate display of the information on the Services offered through the Website, but cannot be held liable for inaccuracies in the information provided by the Service Providers.
  - Technical errors that due to fortuitous or other causes, prevent the normal operation of the service through the Internet. Lack of availability of the website due to maintenance or other reasons, which would prevent the availability of the service. EMAP makes every effort to carry out the process of purchase, payment and shipping / delivery of products, but is exempt from liability for causes not attributable to it, acts of God or force majeure.
  - EMAP shall not be liable for any damages arising from misuse of the Website, nor for any fraudulent action carried out on the basis of the information provided therein.
  - EMAP shall not be liable for any possible security errors or disconnections that may occur or for any possible damage that may be caused to the user's computer system (hardware and software), files or documents stored therein, as a result of the presence of a virus in the user's computer, used by the connection to the Website, or a malfunction of the browser or the use of non-updated versions of the browser.
  - In general, EMAP shall not be liable for any failure or delay in the fulfilment of any of the obligations assumed, nor for any change, cancellation or modification of the booking made, nor for any loss or damage caused by failure of those responsible for providing the service to fulfil their obligations to the customer, when this is due to events beyond their reasonable control, i.e. due to force majeure, and this may include, but is not limited to:
    - Strikes, lockouts or other industrial action.
    - Civil commotion, riot, invasion, terrorist threat or attack, state of alarm, war (declared or not) or threat or preparation for war.
    - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.

- Inability to use trains, ships, aircraft, motor transport or other means of transport, public or private.
- Impossibility of using public or private telecommunications systems.
- Acts, decrees, legislation, regulations or restrictions of any government or public authority.

## **17. Protection of personal data**

EMAP will process all the information entered on the Website, in accordance with the Privacy Policy identified on the tickets.palarinsalandorra2024.com website, as indicated in Law 29/2021, of 28 October, Qualified Personal Data Protection Act and the EU General Data Protection Regulation 2016/679, as the party responsible for processing the data included on the Website.

In order to guarantee the correct performance of the products/services contracted, we inform you that EMAP will share your personal data with the Service Provider offering the contracted service.

You may exercise your rights of access, rectification, deletion, opposition and, if applicable, portability and limitation, by sending an e-mail to [dpo\\_pa@vallnord.com](mailto:dpo_pa@vallnord.com).

## **18. Miscellaneous**

### **18.1 Partial invalidity**

Should one or more of the provisions of these "GENERAL CONDITIONS OF SALE" be deemed invalid or declared invalid for the application of any law, regulation or as a result of a final decision by a competent authority, the remaining provisions shall remain in full force and effect.

- Exclusion of waiver.

The failure of either party to exercise its rights in the event of breach by the other party of any of the obligations imposed on it by these "GENERAL CONDITIONS OF SALE" may not be construed as a waiver of future breaches of the obligation in question.

- Applicable law and competent jurisdiction.

These General Conditions are governed by the legislation of the Principality of Andorra. The parties submit, by choice, for the resolution of conflicts and renouncing any other jurisdiction, to the courts and tribunals of the domicile of the user, or, if applicable, in the place of fulfilment of the obligation.

### **18.2 Validity**

These "GENERAL CONDITIONS OF SALE" shall remain in force until the end of the contract between the parties and the termination of all obligations assumed by each party.

These Conditions may be modified, for which reason it is the Client's responsibility to consult them periodically and especially when placing an order, as the Conditions in force at that time will be those applicable.

Date of revision of the conditions: May 2024