

## **LEGAL TERMS AND CONDITIONS FOR PARK GÜELL ONLINE TICKET SALES**

### **INTRODUCTION**

The various Park Güell services are managed by Barcelona de Serveis Municipals, S.A. (Barcelona City Council's single-member company) with registered address at Carrer de Calàbria, 66, 08015 Barcelona, and CIF identification code A-08765919.

#### **1. PRE-CONTRACTUAL INFORMATION**

Via this online portal (hereinafter, "ONLINE Portal") the sale of online tickets is formalised between SERVICE USERS and BARCELONA DE SERVEIS MUNICIPALS S.A. (hereinafter, "the organisation", "BSM" or "Park Güell") with registered address at C. Calàbria, 66, 08015 Barcelona and CIF identification code A-08765919. The sale shall be governed by these Legal Terms and Conditions for online ticket sales (hereinafter "TERMS AND CONDITIONS OF SALE").

Purchasing tickets via this ONLINE Portal implies acceptance of the TERMS AND CONDITIONS OF SALE published at time of purchase, as well as any modifications or updates that may be published on the ONLINE Portal.

The ultimate purpose of these TERMS AND CONDITIONS OF SALE is to establish the terms and conditions and explain the details of the SERVICE USER's transaction when purchasing tickets via the ONLINE Portal, as well as the rights and obligations associated with such purchase.

For any suggestions, enquiries, complaints, or claims, service users may contact BSM via the following methods:

- Telephone: 93 409 18 31
- Email: [parkguell@bsmsa.cat](mailto:parkguell@bsmsa.cat)
- By post: Carrer d'Olot, 08024 Barcelona

#### **2. GENERAL CHARACTERISTICS.**

BSM offers any interested SERVICE USER the possibility of purchasing tickets via this ONLINE Portal, in order to enjoy the services offered by BSM at its facilities, depending on the ticket purchased.

Internet USERS who enter the ticket sales section, specifically via the ONLINE Portal, voluntarily accept and undertake to respect the terms and conditions applicable to the sales contract to which they are subject, and which are detailed below in these TERMS AND CONDITIONS OF SALE.

These TERMS AND CONDITIONS OF SALE are valid from the date of their most recent update (indicated in the footnote). At any time, and without prior warning, BSM may

modify or update the information contained in the ONLINE Portal, in relation to the TERMS AND CONDITIONS OF SALE. The changes and modifications shall come into force from the moment they are published and shall be applicable to all SERVICE USERS who enter the ONLINE Portal and purchase their tickets after the indicated date. In this regard, if the TERMS AND CONDITIONS OF SALE are modified, and in strict observance of applicable regulations protecting consumers and service users, BSM shall respect any commitments or agreements reached with the SERVICE USER prior to the modifications being applicable.

### **3. FORMALISING THE SALE.**

The SERVICE USER must fill in the required form accurately and completely and they undertake to not enter information that is inaccurate or that corresponds to third parties not involved in the contractual relationship. In this regard, the SERVICE USER must first read, understand and accept all the TERMS AND CONDITIONS OF SALE, so that the SERVICE USER may state that they ARE AWARE OF AND ACCEPT the aforementioned procedures as being necessary in order to access the products and services offered in the SALES section of the ONLINE Portal.

From the moment in which the SERVICE USER orders the purchase of one or more tickets, they shall be considered a "PURCHASER", with the obligations to BSM that this entails, and BSM shall have the status of "SELLER". Each PURCHASER shall be limited to at most seven (7) tickets per checkout process.

BSM shall confirm receipt of the purchasing order by email or by other means, without delay. From that moment, the sale is completed and both parties shall therefore be obliged to comply with the agreement.

In this regard, the online transaction carried out by the PURCHASER and received by BSM shall be a binding contract for both parties.

The PURCHASER declares that they have the necessary legal capacity to act and enter into contracts via the ONLINE Portal.

The contractual language shall be selected by the USER, choosing from Spanish, Catalan, English or French.

### **4. CONDITIONS FOR PURCHASING SERVICES VIA THE ONLINE PORTAL.**

The acquisition of tickets by the PURCHASER entails their acceptance of the following terms and conditions:

- a. The SERVICE USER may only purchase tickets that BSM has available on the ONLINE Portal at that time, up to at most seven (7) tickets per purchase. VAT is included, and shall be subsequently itemised in the purchasing process.

- b. The prices applied shall be those displayed on the ONLINE Portal at the time the order is formalised, and may not be modified once the sale has been completed.
- c. Once the purchasing process is complete, the PURCHASER shall be emailed a PDF file with the ticket to print out. Using the same email, it can be downloaded in a mobile-compatible format.
- d. This purchase confirmation email satisfies the requirements for providing documents in lieu of the invoice, in accordance with Royal Decree 1619/2012, of 30 November, enacting the regulations governing all invoicing obligations.
- e. The means of payment accepted by the ONLINE Portal shall be those approved for that purpose on the ONLINE Portal.
- f. Unless otherwise stated in these TERMS AND CONDITIONS OF SALE, the ticket purchased via the ONLINE Portal for a specific date shall SOLELY be valid on said date.
- g. Unless otherwise stated, **no changes or refunds shall be accepted for products or services relating to leisure activities taking place on a certain date, or to be used or enjoyed within a specific period**, in accordance with Article 103.l) of Royal Legislative Decree 1/2007, enacting the revised text of the General Act for the Defence of Consumers and Users, and other complementary legislation.

**In this regard, it should be noted that for this type of product/service, due to its nature, the right of withdrawal SHALL NOT apply.**

If this option is available on the ONLINE Portal, it is permitted to change the date of the reservation up to one day before the previously agreed date, via the “Planning Your Visit” section, available at: <https://parkuell.barcelona/en/planning-your-visit/faqs>.

## **5. RULES FOR USING TICKETS PURCHASED ONLINE**

These rules for use apply to the various types of ticket purchased online:

- a. The ticket only provides access to Park Güell facilities and specified services, depending on the type of ticket purchased. The services included with each type of ticket are listed in the “Tickets” section, in the description of each ticket type.
- b. The purchased tickets include security measures for authenticity checks. Furthermore, the tickets are nominal; that is, they will bear the full name of the PURCHASER. On the day and time reserved when purchasing the ticket, the PURCHASER must arrive with the tickets purchased and their companions; if the PURCHASER does not come with their identification, the other people may not enter the site either. BSM accepts no responsibility for typographical errors.

However, BSM does not guarantee the authenticity of any tickets purchased on other platforms which are not approved as official sales points. Organisation employees are authorised to deny access to the holder of any tickets suspected of being counterfeit or illegally purchased, with no liability whatsoever.

- c. Duplicated or counterfeit tickets shall not be accepted under any circumstances. In order to enter, the holder must have the complete ticket in good condition, in a physical or online format, and they must keep it until they have left the venue.
- d. The counterfeiting or illegal sale or re-sale of tickets (whether in the street, online, and/or via any other means) is strictly prohibited. The illegal sale or re-sale (or attempt at illegal re-sale) of a ticket is grounds for the confiscation or cancellation of the ticket, with no reimbursement or any other type of compensation. In order to avoid illegal re-sales, ticket purchases may be limited in quantity, with an established maximum per person, user, and/or credit card. Making a ticket purchase that violated the criteria established by Park Güell (BSM) and stated herein shall entitle Park Güell (BSM) to cancel these tickets. The ticket purchaser shall be duly informed of this cancellation.

Park Güell (BSM) reserves the right to take any legal or administrative action it deems necessary in order to prosecute and penalise unfair competition of any kind.

In this regard, the following will be considered unfair competition:

- a. Spreading false or misleading information about Park Güell, its products and/or services, with the intent of damaging its reputation.
- b. Creating false or deceptive publicity about Park Güell products and/or services, which may mislead consumers.
- c. Copying and/or imitating Park Güell products and/or services, possibly confusing consumers as to the authenticity of those products or services.
- d. The improper and unauthorised use of confidential information pertaining to Park Güell, in order to gain a competitive advantage.
- e. Any other practice that violates the principles of fair competition established in applicable legislation.

In any event, Park Güell (BSM) shall adopt appropriate measures, including, but not limited to, initiating legal proceedings, presenting complaints (where appropriate) before competent authorities and taking internal disciplinary actions, for the purpose of protecting its rights and interests against any unfair competition.

- e. • The PURCHASER may enter Park Güell by showing their ticket, in paper or electronic format, to entrance staff, who will then validate it. They must also show their identity document in order to confirm their identity, and the full name on the tickets must match that of the PURCHASER.
- f. In any event, and in accordance with Articles 50 to 55 of Royal Decree 112/2010, of 31 August, enacting the Regulation on Public Shows and Recreational Activities, BSM always reserves the right of admission.
- g. BSM may deny access to the ticket holder or remove them from its facilities if they ignore staff instructions or fail to comply with these terms and conditions.
- h. The ticket cannot be combined with other promotions or discounts, unless otherwise stated on the ONLINE Portal.
- i. Purchasing the ticket does not give the PURCHASER the right to use that ticket or its content for advertising, marketing or promotional purposes.
- j. If the PURCHASER bought the tickets at a reduced rate, on entering the installations, they must show the document/card proving they are eligible for that reduced price at the venue entrance point.

The PURCHASER is hereby informed that Park Güell may close due to adverse weather conditions, overcrowding, public health and safety issues and other reasons of force majeure. BSM undertakes to give as much advance notice as possible via the ONLINE Portal and its official social media pages. It shall offer the PURCHASER a new date for using their tickets, or any other measure that enables the balance of the contractual relationship to be maintained.

## **6. INVALIDITY AND INEFFECTIVENESS OF CLAUSES**

If any clause included in these TERMS AND CONDITIONS OF SALE is deemed to be totally or partially invalid or ineffective, this invalidity or ineffectiveness shall only affect the provision or that part of the provision that is invalid or ineffective, without affecting the other clauses, this provision or partial provision being deemed to be excluded.

## **7. APPLICABLE LEGISLATION AND JURISDICTION**

The sale of tickets via this ONLINE Portal is subject to Catalan, Spanish and international legislation applicable to the legal transaction concerned.

In the event of any conflict or dispute in the interpretation or application of these legal terms and conditions arise, the judges or courts that will hear the case shall be those established by the applicable legal regulations in regard to competent jurisdiction, which, in the case of end consumers, shall be the place of fulfilment of the obligation or residence of the purchasing party.

## **8. ALTERNATIVE DISPUTE RESOLUTION FOR CONSUMERS**

BSM has an active dispute resolution policy. We hereby inform you that, pursuant to Article 40 of Act 7/2017, you can access the online dispute resolution platform at the following link: <https://ec.europa.eu/consumers>

However, we will decide on a case-by-case basis whether or not to follow this system, as we believe that disputes can and should be resolved outside of these settings. Therefore, before making any claims, we advise you to use the following email address: [parkguell@bsmsa.cat](mailto:parkguell@bsmsa.cat).

Thank you for your understanding.