

GENERAL CONDITIONS FOR HIRE
SAN SEBASTIÁN TURISMO - DONOSTIA TURISMOA, S.A.

1. General information and identification

1.1. Object of the General Conditions

These General Conditions for Hire (hereinafter, the "**GENERAL CONDITIONS**") establish the terms and conditions governing the hire of services that **SAN SEBASTIÁN TURISMO - DONOSTIA TURISMOA S.A.** (hereinafter, "**DONOSTIA TURISMO** ") makes available to parties interested in hiring them (hereinafter, the "**USERS**") through the following sales channels (hereinafter, the "**SALES CHANNELS**"):

- In-person points of sale open to the public in the Historic Territory of Gipuzkoa (hereinafter, that "**IN-PERSON POINTS OF SALE**") and
- The webpage, accessible to USERS at www.sansebastianturismoa.eus/es (hereinafter, the "**WEBSITE**").

Particularly subject to these GENERAL CONDITIONS is USER hire of the following products and services that DONOSTIA TURISMO sells through the SALES CHANNELS:

- "**TICKETS FOR OUR ACTIVITIES**": Tickets that permit the USER to attend and/or participate in activities organised by DONOSTIA TURISMO as promoter, sold through the SALES CHANNELS under its exclusive responsibility.
- "**THIRD-PARTY ACTIVITY TICKETS**": Tickets that permit the USER TO attend and/or participate in activities that third-party entities organise as promoters (hereinafter, the "**PROMOTER**") under their exclusive responsibility, for which DONOSTIA TURISMO conducts sales activity through the SALES CHANNELS on behalf of the PROMOTER and does not participate in the organisational aspects of these activities.

Hereinafter, the TICKETS FOR OUR ACTIVITIES and the THIRD-PARTY ACTIVITY TICKETS shall be conjointly referred to as the "**TICKETS**."

1.2. DONOSTIA TURISMO identifying information

- Corporate name: SAN SEBASTIÁN TURISMO – DONOSTIA TURISMOA, S.A.
- Address: C/ Boulevard, nº 8, 20003 – Donostia-San Sebastián (Gipuzkoa, Spain).
- Tax ID Number: A-20188884
- Registration Information: Registered at the Commercial Registry of Gipuzkoa, volume 1479, sheet 81, page SS-9471
- Tel.: +34 943 48 11 66
- Fax: +34 943 48 11 72

- e-mail: sansebastianturismoa@donostia.eus

1.3. Validity and modification of GENERAL CONDITIONS

The purchase of TICKETS at the IN-PERSON POINTS OF SALE shall be interpreted as the USER'S express acceptance, without reservation, of the GENERAL CONDITIONS.

When TICKETS are purchased through the WEBSITE, the USER is required to read and expressly accept, without reservation, the GENERAL CONDITIONS through the technical system established to this end during the purchase process, in such a way that the process cannot be concluded without accepting them.

These GENERAL CONDITIONS must be completed with any other Particular Conditions which, in each specific case, may be established for each specific service, and which shall also be available to USERS at the IN-PERSON POINTS OF SALE and on the WEBSITE (hereinafter, the "**PARTICULAR CONDITIONS**").

DONOSTIA TURISMO reserves the right to modify these GENERAL CONDITIONS, as well as the PARTICULAR CONDITIONS which may prove applicable, and the conditions accessible to the USER at the IN-PERSON POINTS OF SALE and on the WEBSITE at the time of completion of the purchase are the ones that shall be considered in force. In any event, the aforementioned modifications shall not bear retroactive effects on the previously-hired services.

1.4. USER Authorisation

The services offered by DONOSTIA TURISMO are intended for natural persons who act as individuals in their own name and on their own behalf. All legal persons, as well as natural persons who intend to purchase them for later sale as part of their professional activity, are excluded from this scope.

Moreover, purchasing through the different SALES CHANNELS is restricted to natural persons of legal age with full authorisation to do so pursuant to Spanish law, and emancipated minors pursuant to requirements set forth in the Civil Code.

By accepting the GENERAL CONDITIONS, the USER hereby declares and guarantees that he or she holds the legal authorisation necessary to act and enter into contracts, pursuant to the aforementioned conditions.

1.5. Language

When hiring services through the WEBSITE, the contract between the USER and DONOSTIA TURISMO may be legalised in Basque, Spanish, French and English. The GENERAL CONDITIONS, as well as pertinent PARTICULAR CONDITIONS, if any exist, will be made available to the USER in these languages.

1.6. Geographic scope of services offered



In the event of hiring services through the WEBSITE, the TICKETS shall be available for purchase without any territorial limitation.

2. TICKET purchase through IN-PERSON POINTS OF SALE.

2.1. USER Liability

- The TICKETS must be kept in a dry place, removed from heat, without any contact with plastics or magnetic fields.

2.2. DONOSTIA TURISMO Liability

- Changes in the service after the date of sale of the THIRD-PARTY ACTIVITY TICKETS (such as changes to dates, cancellation, etc.) are the responsibility and exclusive liability of the PROMOTER in question.
- DONOSTIA TURISMO shall not be held liable for the loss or theft of the TICKETS.

2.3. Right to withdrawal, exchanges and returns

2.3.1. Right to withdrawal

The right to withdraw from a contract is the right of the consumer and user to invalidate the contract entered into, notifying this circumstance to other contracting party within the timeframe established to exercise said right, with no need to justify this decision and with no penalty of any kind. In short, this is the possibility to return the order with no need for justification.

Pursuant to article 103.I) of Spanish Royal Legislative Decree 1/2007, dated 16 November, approving the Restated Text of the Spanish General Law in Defence of Consumers and Users (hereinafter, the "**LGDCU**"), the right to withdrawal is not applicable to the purchase of TICKETS.

2.3.2. Exchanges and returns

Regardless of provisions in the section above, DONOSTIA TURISMO sets forth the following exchange and return policy for the TICKETS purchased at the IN-PERSON POINTS OF SALE:

- Once the TICKETS have been purchased, their amount cannot be exchanged or returned, except for the causes set forth in applicable law.

To this end, it is hereby stated that being unable to attend the activity for which the TICKET was purchased is not grounds that would provide for return of the aforementioned amount.

- In the event of THIRD-PARTY ACTIVITY TICKETS, solely and exclusively may DONOSTIA TURISMO cancel them, and therefore return their amount, when it receives the express order to do so from the PROMOTER in the event of cancellation, changes to the date, etc.
- TICKET return can be processed at any IN-PERSON POINT OF SALE.

3. TICKET purchase through the WEBSITE

3.1. Hire/purchase procedure

The USER must only select the service(s) he or she wishes to purchase on the WEBSITE, providing the number of units of each one of them that he or she wishes to purchase.

Upon selecting each service, detailed information on them shall be provided, with an express indication of the number of units required, the unitary price and the end price of all units requested (VAT included), as well as any discounts which, if applicable, were applied to their original price. In any event, said prices do not include shipping costs, if applicable.

Once all the services that the USER wishes to purchase have been selected, the USER must click ADD TO BASKET, and then BUY, which shall take the user to the "COMPLETE PURCHASE" section.

In the "Complete Purchase" section, the USER shall have (i) a form to complete his or her contact information, and (ii) a summary of the selected services, expressly indicating the required number of units, the unitary price and the end price of all units requested (VAT included), as well as the cost to ship to the address provided by the USER, when applicable.

To complete the hire and purchase, the USER must accept the GENERAL CONDITIONS, using the mandatory checkbox to this end, and select the purchase payment system through one of the payment systems available in the "Complete Purchase" section.

Once the GENERAL CONDITIONS are accepted and payment is validated through the system selected by the USER, the hire is complete. Said procedure shall lead to the electronic filing of the contract entered into between the USER and DONOSTIA TURISMO. This document shall be accessible to the USER through DONOSTIA TURISMO's Customer Service. After completing the purchase, the WEBSITE shall show the USER the assigned purchase number, sending the pertinent purchase confirmation to the email address the USER provided within a maximum timeframe of 24 hours.

Said purchase confirmation shall also be made available to the USER to be downloaded in PDF format through the WEBSITE itself upon completion of the hire procedure, as long as this is technically possible.

Not receiving the aforementioned email within the established timeframe may be due to a transitory communication problem in the network, or a mistake in the email address provided by the USER. If

this is the case, it is advisable to contact DONOSTIA TURISMO's Customer Service at shopturismoa@donostia.eus

If, upon reception of the purchase confirmation, the USER observes any error in his or her information, he or she may contact DONOSTIA TURISMO's Customer Service at shopturismoa@donostia.eus

3.2 Methods of payment

The USER may pay his or her purchase with credit or debit card (VISA and MASTERCARD). Any fee incurred by the selected method of payment shall run at the exclusive cost of the User.

All payments made with credit or debit card must be made through the secure payment gateway of a financial entity that encrypts the cards' data. In order to provide maximum security to the payment system, DONOSTIA TURISMO uses secure payment systems from the providers of its methods of payment. In this regard, the confidential payment data are directly sent and encrypted (SSL) to the pertinent financial entity.

Upon making payment through the payment gateway, the system connects with the financial entity that issues the card, which shall request authorisation for the transaction with a personal authentication code. The transaction shall only be completed if the bank that issued the credit card confirms the authentication code. Otherwise, the transaction will be denied.

Pursuant to article 112 of the LGDCU, when the amount for a purchase has been fraudulently charged, or when a credit card number has been unduly used for payment, the USER who owns it may demand immediate cancellation of the charge. In this case, pertinent debit and credit entries shall be made as quickly as possible to the accounts owned by DONOSTIA TURISMO and the USER who owns the card.

However, if the purchase was indeed made by the USER who owns the card, and the demand for return was not the consequence of exercising the right to withdrawal, when legally pertinent, the USER shall be obligated to indemnify DONOSTIA TURISMO for all damages and harm caused as a result of said cancellation.

3.2. Invoice

To obtain invoice(s) for the hire/purchase, the USER must complete the pertinent written application, addressed to: shopturismoa@donostia.eus

3.3. TICKET DELIVERY

The purchase confirmation referenced in the previous section acts as the ticket, and it must be (i) printed or (ii) the USER must show the purchase confirmation email to guarantee access and/or participation in the specific, pertinent activity.

3.4. Guarantee and liability limitation

3.4.1. TICKETS FOR OUR ACTIVITIES

When the USER purchases TICKETS FOR OUR OWN ACTIVITIES through the WEBSITE, DONOSTIA TURISMO shall guarantee that these activities shall be held, as well as that they shall adapt to legal requirements applicable, and any USER claims must be addressed to DONOSTIA TURISMO.

Notwithstanding, DONOSTIA TURISMO does not guarantee that the content of said activities shall adapt to the USER'S taste and/or individual expectations in the activity, beyond the specific information available on the WEBSITE.

3.4.2. THIRD-PARTY ACTIVITY TICKETS

Pursuant to the aforementioned, DONOSTIA TURISMO's interaction in selling THIRD-PARTY ACTIVITY tickets is limited to facilitating their purchase to the USER, managing their distribution on behalf of the PROMOTER.

In this regard, as far as THIRD-PARTY ACTIVITY TICKETS are concerned, DONOSTIA TURISMO does not participate in the organisational aspect of said activities, and thus declines any liability related to their organisation. If applicable, the USER must directly address the PROMOTER for any claim.

3.5. Right to withdrawal, returns and complaints

3.5.1. Right to withdrawal

Pursuant to article 103.I) of the LGDCU, the right to withdrawal shall not be applicable to TICKET purchases.

3.5.2. Cancellations and returns

Beyond provisions in the previous section, DONOSTIA TURISMO hereby establishes the following cancellation and returns policy for the services purchased through the WEBSITE:

- Once the purchase has been made, cancellations can only be made up to 48 hours before the TICKET'S activity begins.
- The Cancellations system is always through Customer Service (email: shopturismoa@donostia.eus), who will confirm cancellation and process possible returns.

4. Shared provisions in purchasing TICKETS through different SALES CHANNELS

4.1. Suggestions, complaints and claims



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USERS may send DONOSTIA TURISMO their suggestions, complaints and claims via email to DONOSTIA TURISMO's Customer Service (shopturismoa@donostia.eus)

4.2. Privacy policy

4.2.1.- Processing of data related to the purchase of OUR OWN ACTIVITY TICKETS

The personal data that the USER provides during the purchase process of OUR OWN ACTIVITY TICKETS shall be processed by DONOSTIA TURISMO as Processing Administrator, acting on behalf of the DE DONOSTIA-SAN SEBASTIAN TOWN HALL, which shall be considered as Data Processing Controller.

Since the aforementioned data is exclusively processed by DONOSTIA TURISMO, and in compliance with the right to information set forth in EU Regulation 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, (hereinafter, "GDPR"),

Identity and contact data for Processing Controller

Controller: DE DONOSTIA-SAN SEBASTIAN TOWN HALL

Postal address: Servicio UdalInfo, C/Igentea, 1, C.P. 20003 - Donostia / San Sebastián (Spain)

Contact data for the Data Protection Delegate: Donostiako Udala

Purpose of data processing

The purpose of the collection and processing of personal data that the USER provides during the purchase process of OUR OWN ACTIVITY TICKETS is to manage the USER'S purchase made through different SALES CHANNELS, as well as, when the USER consents, to periodically send information related to DONOSTIA TURISMO and/or the services it offers through ordinary or electronic channels.

Deadlines or criteria for data storage

The personal data provided by the USER to purchase OWN ACTIVITY TICKETS shall be stored for the time periods established by applicable legal provisions, for up to 6 years. The data processed to send periodical information related to DONOSTIA TURISMO and/or the services it offers shall be stored until the USER requests that they be deleted or withdraws his or her consent to their processing.

Legitimation of processing

The legal foundation that legitimises processing of the data that the USER provides during the purchase process is execution of the purchase-sale contract itself. As far as this is concerned, legitimisation of processing, consisting of sending the USER information on DONOSTIA TURISMO and/or the services it offers, is based on the USER'S consent, granted by checking the box to accept this privacy policy and GENERAL CONDITIONS.

Providing the USER'S personal data in fields marked with an asterisk (*) on the forms available to conduct the purchase is mandatory. Failure to complete fields that are mandatory, or supplying incorrect data, shall make it impossible for DONOSTIA TURISMO to manage the USER'S order and satisfactorily complete the purchase-sale of the OWN ACTIVITY TICKETS required by the USER.

Data recipients

The data provided by the USER during the purchase process shall not be granted to third parties, barring legal obligation.

USER rights

Via delegation of the DONOSTIA-SAN SEBASTIÁN TOWN HALL, the service for the USER'S rights indicated below is provided by DONOSTIA TURISMO.

The USER has the right to obtain confirmation whether DONOSTIA TURISMO, on behalf of DE DONOSTIA-SAN SEBASTIAN town hall, is processing its personal data, and to request rectification of inexact data, or if applicable, to request deletion when, in addition to other reasons, the data are no longer necessary for the purposes for which they were collected.

Moreover, under certain circumstances, the USER may request that processing of his or her data be limited. In this case, DONOSTIA TURISMO, on behalf of DONOSTIA-SAN SEBASTIÁN TOWN HALL, shall only store them to make or defend claims. Additionally, under certain circumstances and on grounds related to his or her specific situation, the USER may oppose his or her personal data being processed. In this case, DONOSTIA TURISMO, on behalf of DONOSTIA-SAN SEBASTIÁN TOWN HALL, shall cease to process them, barring compelling legitimate grounds, or to file or defend against possible claims.

When USER data processing is automated and based on consent or entering into a contract, the USER shall also be entitled to receive the personal data he or she provided to DONOSTIA TURISMOA, on behalf of DE DONOSTIA-SAN SEBASTIAN TOWN HALL, in a structured format, of common use and machine readable, as well as request that they be transferred to a different controller. Lastly, when the processing of the USER'S data is based on his or her consent, the USER shall be entitled to withdraw consent at any time, and this shall not affect the lawfulness of the consent-based processing before withdrawal of consent.

To exercise any of the aforementioned rights, the USER may write to DONOSTIA TURISMOA at the following address: C/ Boulevard, nº 8, 20003 – Donostia-San Sebastián (Gipuzkoa, Spain) or by email to sansebastianturismoa@donostia.eus. In any event, the USER must send a copy of their National ID Document to accredit his or her identity along with the request.

Furthermore, the USER shall be entitled to file a claim with the Basque Agency for Data Protection, especial when not satisfied with the exercise of his or her rights, by writing to this address: C/Beato Tomás de Zumárraga, 71 - 3, C.P. 01008 de Vitoria-Gasteiz (Spain) (more information at www.avpd.euskadi.eus).

4.2.1.- Processing of data related to the purchase of THIRD-PARTY ACTIVITY TICKETS

The personal data that the USER provides during the purchase process of THIRD-PARTY ACTIVITY TICKETS shall be processed by DONOSTIA TURISMO as Processing Administrator, acting on behalf of the PROMOTER, which shall be considered as Data Processing Controller.

As a result of, and for the purposes of the right to information set forth in the GDPR, the USER is hereby informed that the Controller responsible for processing the data provided during the



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THIRD-PARTY ACTIVITY TICKET purchase process is the respective PROMOTER, whose identity shall be indicated in each case by suitable means. The provisions bearing on the purpose and legitimisation of processing referenced in the section above are also applicable to said data processing, and further data protection information may be obtained by addressing the pertinent PROMOTER.

In this case, the USER may exercise the right to access, rectify, delete, oppose, limit processing, transfer his or her personal data and withdraw his or her consent, under the terms and conditions stipulated by the GDPR by means of a written request sent to the specific PROMOTER under the terms set forth in applicable legislation and the address set forth in each case for this purpose.

Furthermore, the USER shall be entitled to file a claim with the Spanish Data Protection Agency, especial when not satisfied with the exercise of his or her rights, by writing to this address: C/Jorge Juan, 6, 28001-Madrid (Spain), or through the electronic headquarters on their webpage (www.agpd.es).

4.2. Governing legislation

The GENERAL CONDITIONS and purchase of services shall be governed by Spanish law.

Any controversy that may arise regarding the interpretation or application of the GENERAL CONDITIONS and/or the purchase of services shall be resolved by the Courts and Tribunals that have jurisdiction pursuant to applicable legal provisions in Spain regarding jurisdiction, especially regarding consumers and users.