

Terms & Conditions of Sports in Spain

TERMS & CONDITIONS OF SPORT MANAGEMENT SUPPORT EN SPAIN SL, BARCELONA, SPAIN
(VAT B64396815)

Article 1 Definitions

1.1 In these conditions apply:

A. Outdoor sports or outdoor activities: all sports or recreational activities where the participant is propelled primarily by muscular power, both indoor and outdoor.

Package B: a service or combination of services for the participant allows outdoor / or activities indoor for businesses. These services can include the rental of equipment, providing transportation, taking care of (residence) property (ies), to provide instruction and guidance (parts of) a program of outdoor or indoor activities.

C. Organizer: those included in the course of his business, offering packages to the client.

D. Representative of the organizer: one who acts on behalf of the organizer, such as a supervisor of an outdoor sports activity (or: instructor, trainer, game leader, or travel (assists) leader).

E. Agreement: the agreement in which an organizer himself towards a customer requires to deliver a package.

F. Customer: any natural or legal person, whether or not for a third party agreement with the organizer.

G. Participant: any person / club / team that actually participates in an activity.

Article 2 Scope

2.1 These conditions apply to all deals and offers made by or on behalf of the organizer and to all agreements concluded with the organizer and all activities conducted by the Organizer, unless the agreement derogates provisions.

2.2 The customer accepts the applicability of these conditions by entering into a contract with the organizer or participating in an activity of the organizer.

2.3 In these conditions conflict with general conditions of the former client will prevail unless the principal organizer and otherwise.

2.4 The organizer is only bound to the agreement and / or amendments, and / or supplements thereto, the organizer has accepted in writing.

Article 3 Formation and content agreement

3.1 The contract is confirmed when the customer verbally (telephone or otherwise) or in writing, accepts the offer by the organizer. The client receives a written confirmation from the organizer of the agreement.

3.2 The customer is required at the confirmation of the agreement to mention all the personal circumstances, of themselves and / or those on whose behalf he confirms the agreement that may affect the proper functioning of the offers made. This obligation applies in particular to any relevant medical details and other important conditions.

3.3 The customer may optionally specify preferences. The organizer will address them, as best as he can.

3.4 The quote of the Organizer is free. The organizer, when confirmed by the customer, can cancel the activity at a maximum of two working days.

3.5 If a contractual agreement is made on behalf of another person, this person is liable on all obligations under the Agreement.

Article 4 Payment

4.1 The sum amount of the agreed activity has to be paid within the period prescribed in the order confirmation, unless otherwise agreed with the organizer.

4.2 The customer who fails to pay within the given prescribed period(s) is legally in default. The organizer in this case is entitled to terminate the contract or to claim full compliance. The organizer is entitled to claim additional compensation for all relevant costs incurred under the confirmed agreement.

Article 5 Price

5.1 At the request of the customer, the organizer presents an offer for a package agreed in consultation with the customer.

5.2 The Organizer reserves the right to increase or decrease the package price up to 21 days before the activity by 15% maximum, in response to changes in third party price changes. The organizer is obliged to communicate the price change as soon as possible to the customer.

5.3 If the organizer decides to increase the price the customer is entitled to reject the price change. The client shall inform the organizer as soon as possible to notify his decision.

5.4 If the customer rejects the price change, the organizer has the power to terminate the agreement.

5.5 The organizer may at the start of the activity arrangement, ask for a deposit. This will be refunded at

the end of the contractual period of the agreement, after deduction of all possible costs that have been made.

Article 6 Changes by the client

The organizer can amend the agreement until six weeks prior to the event. If the organizer is unable to honor this request, he must communicate this to the customer as soon as possible and with valid reasons. To amend the agreement and to determine the possible additional costs goes in consultation with the customer

Article 7 Cancellation by the client

7.1 The customer is advised to arrange a cancellation/cost insurance for the event.

7.2 The customer can only cancel the agreement in writing to the organizer. The date of the received letter/email will be used as cancellation date.

7.3 In case of cancellation by the customer, the customer is obliged the following to the organizer:

- if the cancellation is made after the signing of the agreement 50% of the agreed price has to be paid to the organizer.
- If the cancellation is made until 14 days before the start of the event 75% of the agreed price has to be paid.
- If the cancellation is made within 7 days prior to the event 100% of the agreed price has to be paid to the organizer.

Article 8 Changes by the organizer

8.1 When important and high impact circumstances occur the organizer is obliged to change the offered package, and has to immediately notify the client. The organizer is obliged to offer an alternative to the specific character and nature of the agreed activity and keep the agreement as much as possible intact.

8.2 The customer can reject the change if the alternative is an essentially different of nature than the original package if it gives clear disadvantages. The customer has to reject the alternative as soon as possible by notifying the organizer. The customer will in this case be entitled to full restitution of funds already paid for the cancelled activity.

8.3 The activities will also be held in case of bad weather, unless there has been previous communication about it specifically. In case of bad weather the organizer will always make efforts to modify the program so that the disruption for the participants is limited. Indoor activities proceed in every case.

8.4 The implementation of the activities is dependent on local (weather) conditions. For packages headed by a representative (third party) of the organizer, the third party has the right to alter the programme if the situation demands it, after consultation with the customer/participants,

Article 9 Termination by the organizer

9.1 The organizer always has the right to terminate in the event of serious circumstances, unforeseeable events, such as (civil) war, terrorism, political unrest, natural disasters, food shortages, general strikes and so on. The organizer has to inform the customer immediately and communicate the reasons for termination directly.

9.2 In case of cancellation by the organizer before the start of the arrangement, the client is entitled to full restitution of the funds already paid. The organizer will make every effort to offer a package of comparable quality, if possible in the same period.

9.3 Serious shortcomings in the execution of the agreement by the customer or participant (s) as an improper use or purposefully damage of materials/services made available by the organizer, gives the organizer the right to immediately suspend its obligations, particularly the reversal of its available materials and services. The organizer may cancel the agreement 100% in this case by means of a written statement to the client. The organizer is entitled to full reimbursement of all costs and damages by the client.

Article 10 Obligations of the organizer

10.1 The organizer is obliged to execute the agreement in accordance with the expectations that the client under the agreement or publications of the organizer may have. The organizer is depending on the circumstances, obliged to help and assist the customers if the arrangement fails to meet the expectations.

10.2 The correctness of the execution of the agreement will also be judged on the basis of the nature of the activity / event / incentive and based on the package prize of the agreement.

Article 11 Liability of the organizer

11.1 The organizer is not liable for damages resulting from: a. Force Majeur, Acts of God. Force majeure is understood the situation, the organizer of extraordinary circumstances such as weather, volcanic eruptions

causing transport problems, strikes, factory occupations, traffic barriers or transport problems, failure of our suppliers by force majeure, mobilization, martial law, riots and rebellion, import and export restrictions and Other government measured regulations and any other circumstance which the organizer couldn't exercise reasonable control as it was unknown at the time of signing the Agreement.

b. conditions that are attributable to the customer such as inadequate health or fitness, a lack of necessary and advised personal equipment, improper actions or inactions, overestimation of own funds or failure to follow instructions;

c. actions and influences by third parties not directly involved in the execution of the in the agreement concerned parties;

d. circumstances not attributable to the fault of the organizer and that under Spanish law or in the accepted standards are not reasonably attributable to the organizer.

11.2 The exclusions contained in this article and / or limitations of liability also apply to employees and other representatives of the organizer and their staff, unless the law excludes them.

11.3 Except in accordance with provisions of mandatory law and except in cases of intent or gross negligence, the organizer is not obliged to pay any damages of any nature whatsoever, direct or indirect, including loss, damage to movable or immovable property, or persons, both on the part of web publisher and third parties. Client shall indemnify the organizer in respect of any third party claim.

Article 12 Obligations of customer and participant

12.1 The customer is required at the signing of the agreement to notify the organizer of all the personal circumstances of themselves and / or those on whose behalf he concludes the agreement, as these circumstances may affect the proper functioning of the agreement. This obligation applies in particular to any relevant medical details and conditions. Every participant in activities in or on the water must be able to swim.

12.2 The participants are recommended to insure themselves before the start of the arrangement (travel) in case of accidents, if not already completed insurance as health insurance does not adequately cover possible damage.

12.3 The participant is obliged to observe all instructions from the organizer or his representatives to ensure the smooth execution of the arrangement.

12.4 The participant understands all of the submitted/offered material in a manner required as agreed in the agreement and its nature as intended. The participant can correct, and put on record, any defects upon receipt of the material. The participant may not make changes to the material or use it to third parties without the consent of the organizer. The participant informs the organizer as soon as possible but no later than the end of the contract, the level of damage or loss of materials. For a repair order is required prior permission from the organizer. The participant will be made available material that at the end of the contract at the agreed place will be given back to a representative of the organizer in such a state in which the participant has received it, and in some cases as clean as possible. The organizer is entitled, if necessary, to charge additional costs for cleaning, search operations, transport and storage of materials, reports of missing persons, etc.

12.5 The participant that that puts the safety of themselves or others at risk or deals irresponsible with nature and environment, can be excluded in(further) participation in the arrangement by the organizer or his representative. The person that is excluded can be held responsible for any resulting additional costs, where the effects of nuisance or burden are involved. If the participant is not at fault, the organizer will refund the full amount of the activity/agreement.

12.6 The organizer reserves the right of usage of photographic or any other image materials made during the arrangement are not to be used for any promotional purposes.

Article 13 Complaints

13.1 If the customer fails to fulfill the agreement, he must notify the organizer/third party as soon as possible to, so that a suitable solution can be applied. If the deficiency is not resolved within a reasonable time and affect the quality of the package agreement, it should be reported as soon as possible to the organizer or his representative on site. The communication costs are reimbursed by the organizer, except when there was no reason to make costs.

13.2 If the complaint is not satisfactorily treated on the spot, it can be within 14 days after the arrangement in writing and reasons have to be submitted to the organizer. If the arrangement did not take place a term of one month after the original start date is applicable.

13.3 Any claim for any reason whatsoever, including any right to terminate the contract expires in late notification but not later than one year after the arrangement or, if the arrangement did not take place, one year after the original commencement date.

Article 14 Applicable law and disputes

On all contracts with the organizer Spanish law is applicable.

Barcelona, February 24, 2006