

**LEGAL CONDITIONS FOR THE ONLINE PURCHASE OF TICKETS THROUGH THE WEBSITE**  
**www.daviscupfinals.com**

You are entering into a commercial transaction with Kosmos Global Tennis (hereinafter THE ORGANISER) VAT number B66803289 with registered office at Calle Beethoven 15, Planta 6, 08021, Barcelona.

You may contact Kosmos Tennis by email at [info@kosmostennis.com](mailto:info@kosmostennis.com) or by telephone on +34 938 071 458 during office hours for customer service.

In compliance with the provisions of Article 10 of the Ley de Servicios de la Sociedad de la Información y Comercio electrónico (Law on Corporate Information Services and E-Commerce) (Law 34/2002) we inform you that Kosmos Global Tennis is a Limited Company registered in the Commercial Register as follows: Deed of Incorporation- No. 1.345 of Protocol. Registered on 07 July 2016, in the R<sup>o</sup> Mercantil de Barcelona, in Volume 45450, Folio 115, Page 488185, Page 488185, Notary of Barcelona José Alberto Marín Sánchez.

These General Conditions of Sale are valid from 15/02/2021 and will apply to tickets purchased at the time these conditions are available, remaining in force thereafter in all that is provided therein until notice of modification or update of the same.

The present conditions refer to the purchase of tickets for the different sessions of the Davis Cup Finals 2021. The person who purchases the service through the website [www.daviscupfinals.com](http://www.daviscupfinals.com) is considered to be the CLIENT, it being understood that the CLIENT may or may not be the Beneficiary of the service, depending on whether or not he/she makes personal use of the ticket.

The CLIENT who purchases through the website must be of legal age (at least 18 years old) and have the legal capacity to purchase the services offered through [www.daviscupfinals.com](http://www.daviscupfinals.com) and must affirm that he/she understands the general conditions in their entirety.

In accordance with the provisions of article 27 of Law 34/2002, of 11 July, on Corporate Information Services and E-Commerce, the following points are hereby made clear:

1. Documentation relating to the conclusion of contracts shall be kept on file for a period of 5 years from the time of conclusion of the contract.
2. The CLIENT may access the documents to which it is a party by sending a request to the email address: [ticketing@kosmostennis.com](mailto:ticketing@kosmostennis.com)

The acceptance of these general conditions of sale by the CLIENT shall be a prerequisite for the conclusion of any contractual relationship between the CLIENT and KOSMOS TENNIS (the ORGANISER).

KOSMOS TENNIS reserves the right to make any changes it deems appropriate without prior notice, both on the website and in these general terms and conditions. Changes that affect the essential elements of the contract conditions will not be applicable to contracts already stipulated unless the CLIENT expressly accepts the modifications introduced.

The following conditions of purchase and sale are intended to establish the terms and explain the details of the purchase of tickets by users who proceed to purchase them through this channel, as well as the rights and obligations inherent to the tickets purchased.

## **1. GENERAL FEATURES**

THE ORGANISER offers to any interested person the possibility of purchasing tickets through the Website to attend the different sessions of the Davis Cup Finals 2021. Internet users accessing the ORGANISER's website and, specifically, this ticket purchase and sale section, voluntarily assume and undertake to respect the terms and conditions of the purchase and sale contract, to which they are subject, and which are set out below.

## **2. CONFIRMATION OF SALE AND PURCHASE**

From the moment the user submits the purchase request for one or more tickets, that user shall be called the "CLIENT", and shall be bound as such against the ORGANISER, which holds the status of seller. The purchase made over the Internet by the CLIENT and received by the ORGANISER is contractually binding.

The CLIENT must correctly and completely fill in the required data and undertakes not to enter data of third parties. The receipt of the purchase request shall be confirmed by the ORGANISER, by email or by other means without delay, and from that moment the purchase and sale shall be completed and both parties shall be obliged to comply with the agreement.

## **3. GENERAL CONDITIONS GOVERNING THE SALE AND PURCHASE OF TICKETS THROUGH THE PROTICKETING PLATFORM AS WELL AS AT THE VENUE'S TICKET OFFICES**

The purchase of tickets represents the acceptance by the CLIENT of the following General Conditions:

- A. The ticket has several security features. However, the ORGANISER does not guarantee its authenticity if it has not been purchased at one of the official points of sale. Any amended, torn, suspected of being forged or illegally acquired tickets will entitle the ORGANISERs to deny access to the ticket holder. In such cases, if access to the venue is denied, the ORGANISER declines all responsibility. It is a condition of admission that the ticket must be complete and in good condition. The ticket must be kept until departure from the venue. The ticket holder will lose all rights granted by the ticket when leaving the venue.
- B. The number of tickets, their price and location will be chosen by the CLIENT during the purchase process through the Proticketing Platform and cannot be modified once the purchase has been confirmed.
- C. The purchase of tickets through the official website of the ORGANISER, which is managed through the Proticketing Platform, has a ticket printing facility that allows (i) printing the ticket at the time of completion of the purchase process (downloading a pdf file), (ii) saving the file on computer for subsequent printing, or (iii) downloading the ticket on the CLIENT's smartphone to gain entry to the event without having to print the ticket. In exceptional circumstances, for technical and/or security reasons, the ticket printing service may be deactivated, in which case, the CLIENT must go to the box office of the venue where the event is being held at least 1 hour before the event to collect the tickets. In order to collect the tickets, the CLIENT must present at the box office:
  - The credit/debit card with which the purchase was made.
  - The ID card/passport of the holder of the credit/debit card.

- The purchase transaction receipt (Purchase Confirmation) sent by email.
- D. Once the ticket has been purchased, it will only be exchanged or refunded in the event of cancellation of the event, in which case the CLIENT may request a refund within 15 days from the date of public communication of the cancellation, in the manner specified by the ORGANISER, and by submitting, in all cases, proof of purchase. In all cases of refund, the ORGANISER shall only reimburse the amount of the ticket and shall not be responsible for any other expenses such as, for example and merely by way of illustration, hotels, travel, meals, per diems, etc.

If the period established in the previous paragraph elapses without the CLIENT having requested a refund of the amount corresponding to the purchases made, this shall be understood as a waiver by the CLIENT of the right to a refund of any sums that may apply. Under no circumstances will any refund be made beyond the established time periods.

The inability of the CLIENT to attend the show for reasons beyond the control of the ORGANISER and/or an error in making the purchase shall not be valid grounds for requesting a refund of the ticket price.

- E. The ORGANISER reserves the right to modify, if necessary, the dates, schedules, sessions, or courts where matches will be played, and also to announce the suspension of the event.
- F. The ticket may not be used for any promotional or advertising purposes or resold without authorisation.

#### **4. ELECTRONIC PURCHASING PROCESS**

In accordance with article 23 of Law 34/2002, of 11 July, on corporate information services and e-commerce, contracts signed electronically shall be fully effective and shall be provided for by the legal system, provided that consent and the other requirements for their validity are met. These contracting conditions are openly and freely available to all CLIENTS and users of the website. Access to the contracting process is completely free of charge, with no additional costs associated with it, apart from the cost of the CLIENT'S own Internet connection. Each and every one of the products offered is duly described in the product information, which will always be available to the CLIENT. The information will not include those matters that have not been expressly indicated.

The purchase is considered to be effective at the moment the CLIENT clicks on the "Purchase" button. At this moment, it is understood that following all the phases of the electronic contracting procedure and the inclusion of all the requested data, together with the final express acceptance of the conditions, implies a clear and direct manifestation of the will of the customer to accept the general conditions of the contract. The ORGANISER, as a service provider of the company Kosmos Global Tennis, will store in a secure format the electronic document formalising the contract, which the user can access through the link provided in the confirmation email, which can be printed.

The language in which the purchase will be processed and in which the contract will be confirmed will be Spanish or English, depending on the language chosen by the user, without prejudice to compliance with the obligations derived from the regulations on language policy and the protection of consumers and users of the different Spanish autonomous communities.

## **5. PRICES AND PAYMENT TYPES**

The price of the products offered on the website shall be expressed in euros and shall include the corresponding VAT. Prices applicable at the time of contracting the products of the ORGANISER may be viewed at any time prior to payment on the website during the procedure of contracting the services and, also, in the email confirming the purchase.

Transactions carried out through the website may be made with the following means of payment: credit and debit card.

The purchase will be effective for the ORGANISER upon receipt of confirmation from the bank. If the purchase process is interrupted for any reason or if the amount paid does not reach the corresponding amount (including processing fees and bank charges), the ORGANISER will suspend the process and inform the CLIENT.

## **6. RESPONSIBILITIES**

The ORGANISER is obliged to ensure that the contents, data or information regarding the products offered on its website are reliable, true and accurate, and is responsible for the prices and features advertised therein.

All products are covered by the legally recognised warranty periods. The parties undertake to fulfil their legal and contractual obligations under this contract. If one party fails to fulfil any of its obligations or attempts to obstruct the other party's fulfilment, the other party shall be entitled to claim for consequential damages and loss of profit in accordance with applicable law. In the event of unavailability of the product or the impossibility of delivery due to force majeure, theft or loss of data provided by the CLIENT, the ORGANISER shall not be liable.

The ORGANISER shall use its commercial and technical best efforts to keep its services available through the website. However, this obligation shall not apply to any availability or performance issues caused by:

- Temporary unavailability of the website due to updating and/or technical maintenance.
- Causes beyond the control of the ORGANISER such as force majeure, Internet access problems, technological problems beyond the diligent and reasonable management of the website owner, actions or omissions of third parties, etc.

Provided that the aforementioned circumstances are beyond the control and diligence of the owner, the ORGANISER shall not be liable to compensate the CLIENT for loss of profits, damages or losses. In the event of closure or suspension of the website for reasons beyond the control of the parties, the CLIENT shall be informed of the transfer of the service to a new domain, with the only modification of the stipulations of this contract regarding the domain in which the platform remains active.

## **7. CONDITIONS OF ENTRY AND PRESENCE IN THE EVENT VENUE**

- A. The ORGANISER reserves the right to refuse admission to anyone whose antisocial or violent behaviour or other similar conduct is detrimental to the running of the event or causes a

nuisance to other users. The minimum legal age for entry to this type of event is 16 years old. Any minor under this age must be accompanied by a responsible adult.

- B. For security reasons, when entering the venue, attendees may be searched and under no circumstances will objects that could be considered dangerous or that are prohibited by current safety regulations for public events be permitted. The following conduct is strictly forbidden and, therefore, justifies the denial of entry:
- Bringing alcoholic beverages, weapons, objects capable of being used as weapons, flares, fireworks or similar objects.
  - Bringing and displaying banners, symbols, emblems or slogans implying incitement to violence.
  - Being under the influence of alcoholic beverages, narcotics, psychotropic drugs or similar substances
- C. The ORGANISER may deny entry or expel the ticket holder from the venue in the case of non-compliance with these conditions or in the case of disregarding instructions given by the staff of the organisation or venue.

Denial of entry or expulsion may also be carried out in the event that, reasonably, it can be foreseen that remaining on the premises would pose a risk or danger to the ticket holder himself/herself or to others attending the event, the ticket holder being held personally responsible, in all cases, for his/her own actions and omissions when these cause injury to third parties or damage to property.

- D. The ORGANISER reserves all image and intellectual property rights to the event. The ticket holder acknowledges that he/she may appear in images taken inside the venue by different media for subsequent informational or promotional dissemination, and authorises such use.

Members of the public may appear in images taken by different means for subsequent dissemination through any media. Therefore, they expressly authorise, free of charge, the capture of their image and/or voice with the aim of allowing the greatest possible use of the recordings by any means of communication, expressly consenting to the promotional and/or commercial use of the images captured. The attendee may not claim financial compensation for the dissemination of his or her image, and this without any time or space limitation. Nor may the attendee veto the means of dissemination chosen by the organisation.

If there is video surveillance at the entrance, we inform you that your image will be stored, under the responsibility of the ORGANISER, for the purpose of access control and even security, as well as the resolution of any incident. You may exercise your right of access, correction, cancellation and opposition to the processing of your data with the event ORGANISER.

- E. Entry with professional photography and video equipment as well as tablets, laptops and/or similar is not permitted without the corresponding event accreditation.

## **8. SECURITY MEASURES RELATED TO COVID-19**

During the event, the Organiser and the venue will follow at all times the security measures imposed by the relevant authorities in order to avoid endangering the health and safety of the public attending the event.

### **Flexible return policy due to circumstances directly linked to Covid-19:**

- A. Inability of a purchaser to attend the event for reasons directly related to Covid-19: those purchasers who on the day of the event are affected by circumstances directly linked to the pandemic that prevent them from attending the event will be able to request a ticket refund via [ticketing@kosmostennis.com](mailto:ticketing@kosmostennis.com), stating the reason why they are unable to attend. The Organisers may require the purchaser to provide documentation supporting their request.
- B. Reduced capacity or obligation by the relevant authorities to hold the event without spectators: in the event that the Organiser is forced to reduce the capacity of the venue or to hold the event without spectators, the purchaser may request a ticket refund within 14 days of notification of the change.
- C. Cancellation of the event: in the event that the Organiser is forced to cancel the event, the purchaser may request a refund of their tickets within 14 days of notification of the cancellation.

**The purchaser will be informed of any substantial change or possible cancellation of the event via the website <https://www.daviscupfinals.com/>.**

In all cases, the Organiser will only reimburse the ticket price and will not be responsible for any other expenses such as, but not limited to, hotels, travel, meals, subsistence, etc.

### **9. USE OF PURCHASED TICKETS**

- A. Tickets purchased on this website must be kept safely until the day of the event as if they were cash. The CLIENT of the ticket or the person in whose name the ticket is issued, assumes all responsibility in case of duplication, photocopying or falsification of the ticket, losing all the rights that this gives him/her to access the venue.
- B. The ORGANISER is not responsible for any loss or theft of tickets. Neither is the ORGANISER responsible for any loss or theft of personal belongings.
- C. The purchase of tickets does not grant the CLIENT the right to use the same, or its content, for advertising, marketing or promotional purposes (including contests, gifts and/or sweepstakes), unless with the express written consent of the ORGANISER. Failure to comply with this prohibition entitles the ORGANISER to deactivate the tickets and to initiate any legal action it deems appropriate to claim for damages that such conduct may have caused the ORGANISER.

### **10. PERSONAL DATA AND PRIVACY POLICY**

In accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (RGPD) on the protection of natural persons with regard to the processing of personal data and the free movement of such data and other current legislation on the protection of personal data, the data of users who access this website and purchase tickets will be incorporated into the systems of Kosmos Global Tennis, located at Calle Beethoven 15, Planta 6, 08021 Barcelona, who are responsible.

You may at any time exercise your **rights of access, rectification, opposition, limitation and, where appropriate, transfer or cancellation**, by writing and providing your personal information to the email address [privacy@kosmostennis.com](mailto:privacy@kosmostennis.com) attaching a photocopy of your ID card or any similar legal means, as indicated by law.

You can find all the information relating to the company's privacy policy at the following link: <https://www.daviscupfinals.com/es/politica-de-privacidad>.

## **11. APPLICABLE LAW**

The provision of services by the ORGANISER through its website shall be governed and interpreted in accordance with the provisions of the Terms and Conditions established or, if applicable, in accordance with the specific contracting conditions established for such purposes. Likewise, the provisions not provided for in this contract in matters of interpretation, validity and execution shall be followed, in accordance with the Spanish regulatory provisions in force and applicable in this matter, with special attention to the regulations for the protection of consumers and users.

## **12. COMPETENT JURISDICTION**

This agreement shall be interpreted in accordance with Spanish legislation.

In cases of civil contracts, i.e. in cases where one of the contracting parties acts in the position of CONSUMER, the specific regulations for the Defensa de los Consumidores y Usuarios shall be applicable.

Consumers and users may resolve any dispute before the competent court according to their place of residence or the registered office of the ORGANISER.

In the event that the ORGANISER takes legal action against a consumer, the courts of the consumer's domicile shall have jurisdiction.

In all cases of commercial contracts, the parties agree to submit to the exclusive jurisdiction of the Courts of Barcelona.

## **POSSESSION AND USE OF THIS TICKET CONSTITUTES ACCEPTANCE OF THE FOLLOWING CONDITIONS:**

1. Once the ticket has been purchased, it may not be exchanged or refunded, except for reasons attributable to the ORGANISER.
2. The ORGANISER reserves the right to change, if necessary, the dates, times, sessions, or courts where matches will be played, and also to announce the suspension of the event.
3. The ORGANISER reserves the right to refuse admission to anyone whose antisocial or violent behaviour, or any other similar cause, is detrimental to the running of the event or causes a nuisance to other users.
4. The ORGANISER cannot be held responsible for tickets that have not been purchased at the official points of sale. Any damaged, torn or counterfeit tickets will entitle the ORGANISER to deny access to the venue.
5. The ticket holder will forfeit the rights granted by the ticket when leaving the venue.
6. The bringing in of objects that may be considered dangerous by the ORGANISER is not permitted.

7. Entry with professional photography and video equipment, as well as tablets, laptops and/or similar is not permitted without the corresponding event accreditation.
8. It is up to the ORGANISER to allow access to the site once the event has started.
9. The ticket must be retained until the end of the event.
10. The ticket may not be used for any promotional or advertising purposes or resold without permission.