

**LEGAL CONDITIONS FOR PURCHASING TICKETS ON-LINE THROUGH THE WEB**  
**www.daviscupfinals.com**

You are formalizing a business transaction with Kosmos Global Tennis (Organizer) with CIF B66803289, and address in Calle Beethoven 15, Planta 6, 08021 from Barcelona.

You can contact our organization in the e-mail [ticketing@kosmostennis.com](mailto:ticketing@kosmostennis.com) or telephone number +34 938 071 458, during office hours.

In compliance with Article 10 of Law of Services of the Information Society and Electronic Commerce (Law 34/2002) we inform you that Kosmos Global Tennis is a limited company whose domain has been registered at the Registro Mercantil with the following information: Escritura Constitución- nº 1.345 de Protocolo. Inscripción el 07 Julio 2016, en Rº Mercantil de Barcelona, en el Tomo 45450, Folio 115, Hoja 488185. Notario de Barcelona José Alberto Marín Sánchez

Ticket sales are considered to be made in our offices and buying a ticket constitutes acceptance of the general conditions at the time of purchase.

The following conditions of sale are intended to establish the terms and explain the details of the purchase of tickets by users who come to the acquisition by this means, and the rights and obligations associated with the tickets being purchased.

**1. GENERAL CHARACTERISTICS**

THE ORGANIZER offers anyone interested the opportunity to purchase tickets through the Internet to attend the various sessions of the Davis Cup Finals 2019. Internet users accessing the website of the organizer and in particular the section of ticket sales, voluntarily assume and agree to abide by the terms and conditions of the contract of sale, which are subject, and subsequently exposed.

**2. EXECUTION OF THE SALE**

From the moment the user purchases one or more tickets he/she will be referred to as "BUYER" and will be bound as such towards the Organizer, who holds the status of SELLER. The purchase made through the Internet by the Buyer and received by the Organizer, has the nature of a binding contract.

The Buyer must fully and correctly complete the data required and undertakes not to introduce third party data. Receipt of orders will be confirmed by the organizer, by email or by other means without delay, and since then the sale will be perfected and both parties forced to comply with this agreement.

**3. GENERAL CONDITIONS GOVERNING THE SALE OF TICKETS THROUGH THIS SITE**

The acquisition of tickets represents the acceptance by the Buyer of the following General Conditions:

A) The ticket has different security measures. However, the Organizer does not guarantee its authenticity if not purchased at one of the official points of sale. All tickets amended, broken, suspected of counterfeiting or illegally acquired give the Organization authorization to deny access to the person holding it. In these cases, if not allowed access to the site, the Organization accepts no responsibility whatsoever. It is a condition for admission to have full ticket and in good condition. The ticket must be kept until the user leaves the premises.

B) The number of tickets, price and location thereof, shall be selected by the buyer in the purchasing process and cannot be changed once the purchase has been finalized.

C) The purchase of tickets through the Organizer's official website has a ticket printing service, which allows (i) to print the ticket at the moment of completing the purchase (downloading a pdf file), or (ii) save the file to the buyer's computer for later printing. In exceptional situations, for technical reasons and / or security, the ticket printing service could be disabled, in which case the buyer will have to go to the Ticket Office at the venue, one hour before the start of the matches, to collect his/her tickets.

To proceed with the collection the Buyer shall submit to Ticket Office the following:

- \* The credit / debit card used for the purchase.
- \* The ID / passport of the credit / debit card holder
- \* The receipt of the purchase (order confirmation) sent by email.

D) Once the ticket has been purchased, it will only be changed or refunded if the event is cancelled, in which case the Buyer may request a refund within 15 days from the date of public announcement of the cancellation, as specified by the Organizer, and presenting, in any case, proof of purchase. In case of cancellation, the ORGANIZER will only refund the ticket price, and will not be held responsible for other expenses such as, by way of example and without limitation, hotels, travel, meals, alimony, etc.

If the Buyer does not request his/her refund in the period established above, the Organization assumes that the Buyer renounces to his right for the refund and does not want it. In no case will refunds be made beyond these time frames.

The failure of the Buyer to attend the event through no fault of the Organizer and / or failure to purchase the tickets will not be valid reasons for requesting the refund of the ticket price.

E) The organizer reserves the right to change, if circumstances so require, the dates, times, programs or players announced, and also order the suspension of the event.

#### 4. ACCESS CONDITIONS AND PERMANENCE IN THE TOURNAMENT'S VENUE

A) The organizer reserves the right to refuse admission. The legal age to attend this event unaccompanied is 16 years old. Anyone under this age must be accompanied by a responsible adult.

B) For security reasons, when entering the premises, attendees will be registered. The following objects will not be allowed in the premises under any circumstances: objects that could be considered dangerous or prohibited by current safety regulations in public performances. The following conducts are prohibited and will be reason to deny access:

- The introduction of alcohol, weapons, instruments that can be used as such, sparklers, fireworks or similar objects.
- The introduction and display of signs, symbols, emblems or slogans that might incite violence.
- Being under the influence of alcohol, narcotics, psychotropic substances or similar substances.

C) The Organizer may deny access or remove the ticket holder from the premises in the event of breach of these conditions or in case of ignoring the indications made by staff members.

The denial of access or removal may also be carried out in the event that, rationally, it is considered that the ticket holder's permanence on the venue means a risk or danger to the him/herself or to other people attending the event. The ticket holder is responsible of his/her behavior and all the actions / omissions which he/her might do to third parties or to physical property.

D) The Organizer reserves all the image rights and intellectual property of the event. The ticket holder acknowledges that he/her may appear in images taken within the premises by different media for further dissemination and promotional information and authorizes such use.

The people attending as audience may appear in footage taken by the media for the later purpose of news broadcasting or broad diffusion. Therefore, everyone in the public expressly agrees, free of charge, to the capture of any possible images and/or voice recording involving themselves that may take place in order to allow maximum exploitation of such footage through any means of communication, expressly consenting to all promotional and/or commercial use of all images captured. All the people in the audience understand that they are not entitled to any form of revenue or financial compensation for the broadcasting of their image, without any temporal limitation. Nor can the media chosen by the organisation be vetoed in any way during the event.

There is Video Surveillance in the entrance and therefore the ticket holder's image will become part of a data base of the Organizer's responsibility for the purpose of access control and event security, and resolution of any possible incidents. The ticket holder is entitled to exercise on the treatment of their data access rights, rectification, cancellation and opposition to them before the Organizer.

#### 5. THE USE OF PURCHASED TICKETS

A) The tickets purchased on this website should be guarded until the day of the event as if it were money. The buyer of the ticket or the person in whose name the ticket is personalized, assumes full responsibility in case of duplication, copy or counterfeit of it, losing all the rights it gives to access the venue.

B) The Organizer is not responsible for any lost or stolen tickets or lost or stolen personal belongings.

C) The purchase of tickets does not grant the buyer the right to use it, or its content, for advertising purposes, marketing or promotion (including contests, giveaways and / or drawings), except with express written consent from the ORGANIZER. The breach of this prohibition authorizes the Organizer the deactivation of the tickets and the beginning of many legal actions deemed appropriate for the claim for damages that such conduct may have caused to the organizer.

#### 6. PERSONAL DATA AND PRIVACY POLICY

In accordance with the provisions of the EU Regulation - 016/679 of April 27, 2016 (RGPD) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and other regulations in force in relation to the protection of the personal data; the data of the users who access this portal and acquire tickets, will be incorporated into the systems of Kosmos Global Tennis, with address at Calle Beethoven 15, Planta 6, 08021 of Barcelona, who is the ultimate responsible.

You can consult all the information related to the company's privacy policy at the following link: <https://www.daviscupfinals.com/privacy-policy>

#### 7. LEGISLATION AND JURISDICTION

The purchase of tickets on this website is regulated by Spanish law.

For any dispute that may arise in the execution of the sale, the parties must submit to the jurisdiction of the Courts and Tribunals of Barcelona city, renouncing to any other jurisdiction that may be applicable.