

## GENERAL TERMS OF SALE

For purposes of these General Terms of Sale, by CLIENT is meant any retail travel agency that makes any purchase of the tourism packages offered for individuals, excluding groups, as to which special terms exist.

### 1.- Formalization of reservations:

Requests for reservations for the packages offered are subject to availability existing from time to time.

When Port Aventura Entertainment S.A.U. (hereinafter PAESAU) receives the request, it will send the corresponding contract to the CLIENT which will break down the package(s) requested and its/their total amount, the form and terms of payment for which will be as stated in these General Terms of Sale, which will be deemed accepted when the first required payment is made. The duly signed contract must be returned to PAESAU as soon as possible and in any event before the occupancy date specified. In the event of reservations by minors, the written authorization of the parents or guardians is mandatory.

### 2.- Confirmation of the reservation request, payment terms and booking reference:

2.1.- Confirmation of the reservation request.- The reservation will be deemed confirmed when the CLIENT pays in accordance with paragraph 3 of these conditions, the amount for the first night.

2.2.- Payment terms.- All reservation requests shall be made before the stated occupancy date. The reservation will not be deemed confirmed and therefore PAESAU will have no obligation to provide lodging before payment of the entire reservation is made.

2.3.- Booking reference.- Assignment of a booking reference does not imply validity of the reservation, which is subject to the payment of the total amount thereof.

### 3.- Form of payment:

Payment for tourism packages can be made by any of the following forms of payment:

Credit card In this case, the CLIENT must provide the card information to PAESAU as set forth in the particular terms.

Bank transfer The CLIENT must perform the bank transfer to the account detailed below:

Bank: Caixabank S.A. (2100) "La Caixa"

Office: Paseo de Recoletos nº 37 Planta 7  
28004 Madrid

Swift code: CAIXESBBXXX

Account no.: ES28 2100 2931 9902 0044  
8746

In this case, once the CLIENT has made the payment in accordance with the terms of these Special Conditions, it must send the corresponding document evidencing payment to PAESAU, containing the CLIENT's name, his/her government-issued identity document number and, if applicable, tax identification number.

**4.- Modifications:** Any modification of booking must be notified via EMAIL and admitted by PAESAU .

· In case the modification involves an increase of services, such increase will be quoted at the applicable price at the time of request and subject to availability.

· All modifications with less than 15 days before arrival date that involves a decrease in value of booking will lead to the application of penalties for cancellation of services under the terms established in the contract.

· Dates modifications, as well as changes of holder's name, will be treated as a cancellation of the original booking and a generation of a new booking quoted at the price that corresponds to the date of creation of the new booking, and without prejudice to the application of penalties that correspond according to the date. PAESAU retains the right to charge a management fee for making any kind of modification on a booking already made. This policy of modifications, which is understood as general one, will be applied by default on all bookings, except in cases when a hired rate or determinate offer entails certain specific conditions of changes different from the general terms, which, in any case, would be appropriately specified in the contract with the CLIENT.

**5.- Cancellations:** Cancellation of the services contracted for may be made at any time; however, depending on how far in advance of the stated occupancy date they are made, they will be subject to the following cancellation fees:

• No charge for cancellations made at least 8 days before arrival, PAESAU refund the amount paid as a deposit.

• The equivalent of 1 night will be charged if you do not show up, or if you cancel up to 7 days before arrival will mean the loss of the amount paid as a deposit leaving it available PAESAU as cancellation fees.

• Departures before the scheduled check out, not proceed to any refund of the remaining stay.

• The No show in the hotel the day of arrival will mean the loss of 100% of the amount for booking the tour package, which will not be returnable.

Amounts paid by the CLIENT before the cancellation will be subtracted from the amounts shown above as cancellation fees, and any excess amounts will be refunded by PAESAU to the CLIENT. The CLIENT shall bear all of the other expenses of the cancellation.

If that amounts paid by the CLIENT are insufficient or if the CLIENT has not made any payment at the time of the cancellation, the CLIENT agrees to pay the corresponding amount to PAESAU no later than 5 days after the cancellation is made. The payment may be made using any of the payment methods set forth in section 3 of these terms.

### 6.- Rates:

6.1 - Vacation Rates -. The final prices for the CLIENT are listed in the contract confirmation Tour Package. Prices may be revised in the cases specified in the implementing legislation

That notwithstanding, once the reservation has been confirmed in accordance with section 2.1 of these terms, PAESAU will honour the price set forth in the contract in all cases and the price will not be increased except in cases permitted by law. Such rates will include only those services indicated in the description of the tourism package chosen, with no extra services included that are not expressly stated in the rates. In this regard, please note that any of the elements or benefits of services resulting from the purchase of the tourism package may be changed or cancelled, for safety, operational or technical reasons, as well as for weather reasons or any other causes of force majeure, all in accordance with the Operational Terms and Conditions or Internal Regulations for each of the services included in the tourism package, with

PAESAU being expressly exonerated from any liability that may arise therefrom.

**6.2.- Rates for children.-** There is no charge for lodging children less than 2 years of age. For children between the ages of 2 and 12, inclusive, the rate shown for them in the brochure shall apply. PAESAU or the corresponding hotel, if applicable, reserves the right to request documentation proving the age of the child at any time. If age cannot be proven, rates will be applied that are deemed appropriate by PAESAU or the hotel, in its discretion.

**7.- Check-in.** Check-in at the hotels shall be made starting at 3:00 p.m. and check-out must occur before 11:00 a.m. If the Client does not comply with the check-out time, PAESAU reserves the right to either: deem the stay extended by one day, or take possession of the lodging unit and remove the CLIENT's belongings, with an inventory thereof before two witnesses.

**8.- PortAventura Caribe Aquatic Park.** CLIENTS staying in Hotel PortAventura, Hotel El Paso, Hotel Caribe, Hotel Gold River, Hotel Lucy's Mansion and Hotel Colorado Creek have special access to PortAventura Caribe Aquatic Park and Ferrari Land. Consult the terms described for each hotel. Note that any such visit shall be made in accordance with the dates and hours open to the public thereof, as well as space availability. No claim can be made for any amount due to restriction of access resulting from maximum capacity limitations.

**9.- Information about passports, visas and health requirements:** The CLIENT is hereby informed that there are no conditions generally applicable to nationals of member states of the European Union regarding passports and visas or as to health requirements necessary for travel and the stay.

**10.- Operational Terms and Conditions.** The use and enjoyment of all of the facilities will be made in accordance with the Operational Terms and Conditions applicable to each of them. Such rules are available to the CLIENT at the information desks located in each of such facilities. Access to facilities remains subject to space availability, which may be restricted if the maximum capacity is reached. No claim may be made for that reason. The usual functioning of certain

rides may be altered or temporarily limited in view of the restrictions derived from the preventive measures implemented. In this way, the programmed shows have been cancelled until September. Depending on the evolution of the safety and hygiene measures recommended by the authorities, some experiences or activities will be adapted to the same or may be modified at the time of your visit. Likewise, the opening hours and calendar for the facilities are subject to change. The current hours and calendar are available on the website [www.portaventuraworld.com](http://www.portaventuraworld.com).

**11.- Data protection:** In accordance with General Data Protection Regulation (EU) 2016/679, and any applicable national law, we inform you that the personal data you submit to us will be processed by PORT AVENTURA ENTERTAINMENT S.A.U., as data controller, for the purpose of managing the acquisition of the product or service that you have requested, providing commercial information to you, unless you have opposed this, and where appropriate, for the purposes of tax and customer management and administration. Your data will not be transferred to third parties, unless required by law. You can consult and exercise your rights, the lawful bases for treatment of your data, and any additional information concerning the processing of your data in [https://www.portaventuraworld.com/pdf/lopd\\_hotels\\_eng.pdf](https://www.portaventuraworld.com/pdf/lopd_hotels_eng.pdf).

Also, where applicable, PAESA declares that personal data relating to third parties communicated for management of the contractual relationship will be incorporated into its automated files, for the purpose of enabling access to and enjoyment of the PortAventura World facilities, and data subjects may exercise the rights of access, rectification and erasure of the data, as well as other rights at [lopd@portaventura.es](mailto:lopd@portaventura.es), or by post, attaching a copy of their ID document, addressed to Port Aventura Entertainment S.A.U, Avda. Alcalde Pere Molas, Km 2, C.P. 43480, Vila-seca (Tarragona).

The TOURISM PARTNER undertakes to obtain data communicated to PAESA

lawfully, and to inform any person whose personal data is transferred to PAESA about the transfer of personal data to it, and in particular about the aspects mentioned above.

PAESA informs the signatories to the contract, who expressly agree, that it will incorporate their personal data into a file owned by it, for the purposes of tax and customer management and administration. In addition, PAESA also informs them that they have the rights noted above, which they may exercise at the addresses listed above.

**12. Applicable law and jurisdiction.** Reservations made are subject to Spanish law. In the event of a dispute, the parties submit to the jurisdiction and competence of the Judges and Courts of Tarragona for purposes of these General Terms of Sale, by CLIENT is meant any retail travel agency that makes any purchase of the tourism packages offered for individuals, excluding groups, as to which special terms exist.

**13. Measures COVID-19.** We inform you about the measures taken regarding COVID-19. You must pass the temperature control, which cannot be higher than 37.5 °C. This circumstance will prevent access to the hotel facilities for both the affected person and their companions. Keep the interpersonal safety distance of at least 1,5 meters, requirement of hand cleaning and use of hydroalcoholic gel enabled in special points of the Park, as well as used of a mask in all the resort. More detailed information on the special measures adopted on our website <https://www.portaventuraworld.com/>

**14. Withdrawal Policy.** Given the characteristics of the reserved products (hotel reservations with a specific date or period of execution), the provisions of art. 103. I) of the General Law for the Defense of Consumers and Users, excluding the right of withdrawal to the hotel reservation system.

