

**GENERAL CONDITIONS FOR THE BOOKING AND SALE OF TICKETS**  
**SAN SEBASTIÁN TURISMO - DONOSTIA TURISMOA, S.A.**

**1. General information and company details**

**1.1. Purpose of the General Conditions**

These General Conditions for the Booking and Sale of Tickets (hereinafter the "**GENERAL CONDITIONS**") establish the terms and conditions that govern the booking and purchasing of tickets (hereinafter the "**TICKETS**") that allow individuals to attend and/or participate in tours, shows and/or other cultural or leisure activities (hereinafter the "**ACTIVITIES**"), which are made available to interested parties (hereinafter the "**USERS**") through the following sales channels that are managed by **SAN SEBASTIÁN TURISMO - DONOSTIA TURISMOA, S.A.** (hereinafter "**DONOSTIA TURISMOA**"):

- Physical points of sale that are open to the public in the Historical Territory of Gipuzkoa (hereinafter the "**PHYSICAL POINTS OF SALE**"); and
- The website which USERS can access via the domain [www.sansebastianturismoa.eus](http://www.sansebastianturismoa.eus) (hereinafter the "**WEBSITE**").

Hereafter, the PHYSICAL POINTS OF SALE and the WEBSITE shall be jointly referred to as the "**SALES CHANNELS**".

Consequently, the booking and purchasing by USERS of the following types of TICKETS sold through the SALES CHANNELS shall be deemed to be subject to the GENERAL CONDITIONS:

- "**TICKETS FOR OWN ACTIVITIES**": Documents that allow the USER to attend and/or participate in ACTIVITIES organised by DONOSTIA TURISMOA, as the promoter, and sold through SALES CHANNELS that are under the sole responsibility of that entity.
- "**TICKETS FOR THIRD-PARTY ACTIVITIES**": Documents that allow the USER to attend and/or participate in ACTIVITIES which third parties (hereinafter the "**PROMOTOR(S)**") organise and promote under their sole responsibility without any involvement whatsoever by DONOSTIA TURISMOA in the organisational aspects thereof, which are sold on behalf of the PROMOTER, through the SALES CHANNELS.

In any event, in relation to TICKETS FOR THIRD-PARTY ACTIVITIES, DONOSTIA TURISMOA shall limit its actions to managing the booking and sending of TICKETS FOR THIRD-PARTY ACTIVITIES on behalf of the PROMOTER, with the fact that they have been purchased through the SALES CHANNELS not implying that any direct transaction has taken place between DONOSTIA TURISMOA and the USER.

**1.2. Company details of DONOSTIA TURISMOA**

- Corporate name: SAN SEBASTIÁN TURISMO - DONOSTIA TURISMOA, S.A.

- Address: C/ Boulevard, nº 8, 20003 – Donostia-San Sebastian (Gipuzkoa).
- T.I.N.: A-20188884
- Registration details: Registered in the Companies Register of Gipuzkoa, in volume 1,479, folio 81, page SS-9,471.
- Tel.: 943 48 11 66
- Email: [sansebastianturismoa@donostia.eus](mailto:sansebastianturismoa@donostia.eus)

### **1.3. Validity and amendment of the GENERAL CONDITIONS**

The booking and purchasing of TICKETS in the PHYSICAL POINTS OF SALE shall be construed as express and unreserved acceptance of the GENERAL CONDITIONS by the USER.

Booking and purchasing TICKETS through the WEBSITE requires the USER to read and expressly and unreservedly accept the GENERAL CONDITIONS through the technical system established for such purpose during the purchasing process, which cannot be completed until they are accepted.

In addition to the GENERAL CONDITIONS, further Particular Conditions may be established for each specific ACTIVITY (hereinafter the “**PARTICULAR CONDITIONS**”), which shall also be available for USERS in the SALES CHANNELS.

DONOSTIA TURISMOA reserves the right to amend the GENERAL CONDITIONS and any applicable PARTICULAR CONDITIONS; the conditions made available to the USER in the SALES CHANNELS when booking and purchasing the TICKETS shall be deemed to be in force. In any event, such amendments shall not have any retroactive effect on services that have previously been purchased.

### **1.4. Capacity of the USER**

The TICKETS on sale are intended for natural persons who are acting as individuals and on their own behalf, which excludes any legal entities and natural persons who intend to purchase them for subsequent resale as part of their professional activity.

Additionally, the booking and purchasing of TICKETS through the SALES CHANNELS is restricted to individuals who are of legal age and with full capacity to act in accordance with Spanish law, and minors who are emancipated according to the requirements established in the Civil Code.

By accepting the GENERAL CONDITIONS, the USER declares and warrants that they have the legal capacity necessary to act and enter into contract, in accordance with the conditions listed above.

### **1.5. Language**

The booking and purchasing of TICKETS and the corresponding entry into contract may be completed in the Basque language, Spanish, French and English, languages in which the GENERAL CONDITIONS shall be made available to the USER, in addition to the PARTICULAR CONDITIONS, if any.

## **1.6. Geographic scope of the TICKETS on sale**

The TICKETS shall be available for purchase without any territorial restrictions whatsoever.

## **2. Purchasing of TICKETS through the PHYSICAL POINTS OF SALE**

### **2.1. Right of withdrawal, exchanges and returns**

#### **2.1.1. Right of withdrawal**

The right to withdraw from a contract is a power that allows a customer or user to cancel the contract entered into, by notifying the counterparty of this within the time established for exercising said right, without being required to justify their decision and without any form of penalty.

Pursuant to the provisions of the applicable legislation, the right of withdrawal shall not be applicable to the purchase of TICKETS through PHYSICAL POINTS OF SALE.

#### **2.1.2. Exchanges and returns**

The following exchanges and returns policy has been established for TICKETS purchased in PHYSICAL POINTS OF SALE:

- When the purchase of TICKETS has been completed, no full or partial exchanges or returns shall be accepted at the request of the USER.
- Pursuant to the applicable legislation, the USER shall only be entitled to a refund of the price paid for the TICKETS in the following cases:
  - When, before it starts, the ACTIVITY is cancelled, suspended or its date is changed.
  - When it has been impossible to access and/or participate in the ACTIVITY for reasons attributable to the PROMOTER or DONOSTIA TURISMOA, when the ACTIVITIES are organised by the latter entity.
  - When a significant change is made to the ACTIVITY with which the USER is not satisfied, if this adversely alters the nature, identity or main characteristics of the ACTIVITY.

Pursuant to the aforementioned legal provisions, if the ACTIVITY is suspended unexpectedly after it has started, the USER shall only be entitled to a refund of the price of the TICKET when the suspension is not due to a force majeure event and less than a third of the anticipated duration of the ACTIVITY has passed.

For these purposes, "*force majeure*" means any extraordinary, unforeseeable or unavoidable circumstance or event, outside the control of the PROMOTER (TICKETS FOR THIRD-PARTY ACTIVITIES) or DONOSTIA TURISMOA (TICKETS FOR OWN ACTIVITIES), such as any form of industrial action, fire, flooding, power failures, breakdowns or accidents in its facilities, situations resulting from the current COVID-19 health alert and any other similar situations that

may occur in the future, and any others that may arise following the purchase of the TICKETS which make it impossible or overly difficult to hold the ACTIVITY, either temporarily or permanently.

- In the case of TICKETS FOR THIRD-PARTY ACTIVITIES, DONOSTIA TURISMOA, as the mere seller of the TICKETS on behalf of the PROMOTER, may only refund the price thereof when expressly instructed to do so by the PROMOTER in question, in the aforesaid cases.
- TICKET refunds must be processed in any PHYSICAL POINT OF SALE or by sending an email to the address [shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus), and they shall be made using the same method of payment used by the USER to pay for them, within a maximum of 5 days.

### **3. Purchasing of TICKETS through the WEBSITE**

#### **3.1. Contract/purchasing procedure**

The USER must only select the activities for which they want to purchase TICKETS on the WEBSITE.

On selecting the ACTIVITIES, they will be shown detailed information about them and the USER must click on the "BUY" button, which will contain information about rates, dates, units, unit price and final price (including V.A.T.)

After selecting the TICKETS that they want to purchase, the USER must click on the "ADD TO BASKET" link and they will be shown specific information about the number of TICKETS requested, the unit price and the final price of all TICKETS requested (including V.A.T.), in addition to any discounts that may have been applied to their original price. In any event, those prices do not include the shipping costs, when charged.

Then, they click on "BUY" and are taken to the "COMPLETE ORDER" section.

In the "COMPLETE ORDER" section, the USER shall be provided with (i) a form to enter their contact information; and (ii) a summary of the selected services, expressly stating the number of TICKETS requested, the unit price and the final price of all TICKETS requested (including V.A.T.), in addition to any discounts that may have been applied to their original price and the shipping costs to the address provide by the USER, where applicable.

To finalise the contract and purchase that they have started, the USER must accept the GENERAL CONDITIONS and the applicable PARTICULAR CONDITIONS, if any, using the required checkbox provided for that purpose, and they must select the payment system for their purchase from the payment systems made available to them in the "COMPLETE ORDER" section.

After accepting the GENERAL CONDITIONS and any applicable PARTICULAR CONDITIONS, and when the payment has been validated through the system selected by the USER, the contract process shall be deemed to be completed. Said process shall generate an electronic file with the contract entered into with the USER; they shall be able to access this document through DONOSTIA TURISMOA Customer Services.

Following completion of the purchase, the WEBSITE will show the USER the allocated order number, with the corresponding confirmation of the purchase being sent to the email address provided by the USER within the time stipulated by the relevant Tax Authority.

Non-receipt of said email in the established period may be due to a temporary communication problem on the network or an error in the email address provided by the USER. If this occurs, it is advisable to contact DONOSTIA TURISMOA Customer Services ([shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus)).

On receiving confirmation of the purchase, if the USER finds any mistakes in the information included, they may contact DONOSTIA TURISMOA Customer Services ([shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus)).

### **3.2. Delivery of TICKETS**

The purchase confirmation referred to in the previous section shall serve as the TICKET and it shall be necessary to (i) print it out; or (ii) show the email with the order confirmation to allow the USER to access and/or participate in the specific ACTIVITY in question.

The TICKETS serve as documents that grant the right to attend and/or participate in the cultural, recreational and/or leisure ACTIVITIES and events to which they relate and they shall never be legally deemed to be invoices, which shall be issued and delivered to the purchaser in accordance with the provisions of Clause 4.4 below.

### **3.3. Right of withdrawal, exchanges and returns**

#### **3.3.1. Right of withdrawal**

Pursuant to the provisions of the applicable legislation, the right of withdrawal shall not be applicable to the purchase of TICKETS through the WEBSITE.

#### **3.3.2. Cancellations and returns**

The following exchanges and returns policy has been established for TICKETS purchased on the WEBSITE:

- After purchasing the TICKET, the USER shall only be able to exchange and/or return them up to 48 hours before the start of the ACTIVITY in question.
- After that time has passed, the USER shall only be entitled to a refund of the price paid for the TICKETS in the following cases:
  - When, before it starts, the ACTIVITY is cancelled, suspended or its date is changed.
  - When it has been impossible to access and/or participate in the ACTIVITY for reasons attributable to the PROMOTER or

DONOSTIA TURISMOA, when the ACTIVITIES are organised by the latter entity.

- When a significant change is made to the ACTIVITY with which the USER is not satisfied, if this adversely alters the nature, identity or main characteristics of the ACTIVITY.

Pursuant to the aforementioned legal provisions, if the ACTIVITY is suspended unexpectedly after it has started, the USER shall only be entitled to a refund of the price of the TICKET when the suspension is not due to a force majeure event and less than a third of the anticipated duration of the ACTIVITY has passed.

For these purposes, “*force majeure*” means any extraordinary, unforeseeable or unavoidable circumstance or event, outside the control of the PROMOTER (TICKETS FOR THIRD-PARTY ACTIVITIES) or DONOSTIA TURISMOA (TICKETS FOR OWN ACTIVITIES), such as any form of industrial action, fire, flooding, power failures, breakdowns or accidents in its facilities, situations resulting from the current COVID-19 health alert and any other similar situations that may occur in the future, and any others that may arise following the purchase of the TICKETS which make it impossible or overly difficult to hold the ACTIVITY, either temporarily or permanently.

- In the case of TICKETS FOR THIRD-PARTY ACTIVITIES, DONOSTIA TURISMOA, as the mere seller of the TICKETS on behalf of the PROMOTER, may only refund the price thereof when expressly instructed to do so by the PROMOTER in question, in the aforesaid cases.
- Exchanges and returns shall always be managed by our Customer Services (shopturismoa@donostia.eus), which shall confirm whether they are applicable and, if so, it shall make the respective refund through the same method of payment used by the USER to pay for them, within a maximum of 5 days.

#### **4. Common provisions for the purchase of TICKETS through different SALES CHANNELS**

##### **4.1. The USER’s responsibility**

- The USER shall be responsible for ensuring the proper storage and safekeeping of the TICKETS in whatever format they are delivered.

##### **4.2. DONOSTIA TURISMOA’s responsibility**

- Any changes made to the ACTIVITY following the date of issue of the TICKETS FOR THIRD-PARTY TICKETS (e.g. date changes, cancellation, etc.) are the sole responsibility of the relevant PROMOTER.
- DONOSTIA TURISMOA is not liable for the loss or theft of the TICKETS.

- The TICKETS serve as documents that grant the right to attend and/or participate in the ACTIVITIES to which they relate and they shall never be legally deemed to be invoices, which shall be issued and delivered to the purchaser of the TICKETS in accordance with the provisions of Clause 4.4 below.

### **4.3. Methods of payment**

The USER may pay the purchase price of the TICKETS in the ways established below:

- Purchasing in PHYSICAL POINTS OF SALE: the price of the TICKETS may be paid in cash, with a credit or debit card, or through Bizum.
- Purchasing on the WEBSITE: the price of the TICKETS may be paid with a credit or debit card, or through Bizum.

Any cost that arises from the selected payment method shall be borne solely by the USER.

Payments made using these methods shall be subject to the following provisions:

- Card payment:

All payments made by credit or debit card on the WEBSITE shall be made through the secure payment gateway of a financial institution, which encrypts the card data. To ensure that the payment system is as secure as possible, DONOSTIA TURISMOA uses the secure payment systems of its payment service providers. Thus, the confidential payment data is transferred directly to the respective financial institution in encrypted form (SSL).

When paying through the payment gateway, the system connects to the financial institution that issued the card, which will request authorisation for the transaction through a personal authentication code. The transaction will only be completed if the bank that issued the credit card confirms the authentication code. Otherwise, the transaction will be rejected.

Pursuant to the provisions of the applicable legislation on Consumer Affairs, when the purchase amount is fraudulently or unduly charged using the number of the payment card, the USER who is the cardholder may request the immediate cancellation of the charge. In such an event, the respective credits and debits shall be issued as swiftly as possible.

However, if the purchase was actually made by the USER who is the cardholder and the request for the refund is not the result of exercising the right of withdrawal when legally entitled to do so, the latter shall be liable to compensate DONOSTIA TURISMOA and/or the PROMOTER for any losses and damages suffered as a result of said cancellation.

- Payment through Bizum:

All payments made through Bizum shall be subject to the terms and conditions established by SOCIEDAD DE PROCEDIMIENTOS DE PAGO, S.L. (BIZUM), which are available at <https://bizum.es/terminos-y-condiciones/>, or by the financial institution through which the USER has obtained that service.

#### **4.4. Invoices**

The issuance and delivery of invoices related to the purchase of TICKETS through the SALES CHANNELS shall be governed by the provisions established below.

##### **4.4.1. TICKETS FOR OWN ACTIVITIES**

When purchasing TICKETS FOR OWN ACTIVITIES in PHYSICAL POINTS OF SALE, they shall be handed to the USER in paper format at the time of the purchase.

When purchasing TICKETS FOR THIRD-PARTY ACTIVITIES on the WEBSITE, DONOSTIA TURISMOA shall issue the respective invoice and send it, in electronic format, to the email address provided for that purpose by the party concerned who purchased them.

For the latter purpose, on accepting the GENERAL CONDITIONS, the USER expressly agrees to that electronic invoice being issued and sent to the email address that they provided for that purpose.

This consent may be withdrawn by the USER by sending an email in which they withdraw their consent to the email address [shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus), in which case they are entitled to receive the respective invoice on paper.

As regards exchanges and returns managed through the Customer Services ([shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus)) and which relate to tickets for its own activities, DONOSTIA TURISMOA shall be required to issue the respective corrected invoice.

##### **4.4.2. TICKETS FOR THIRD-PARTY ACTIVITIES**

In the case of TICKETS FOR THIRD-PARTY ACTIVITIES purchased in PHYSICAL POINTS OF SALE or on the WEBSITE, the PROMOTER shall issue the respective invoice after the purchase has been verified and send it, in electronic format, to the email address provided by the USER for that purpose.

For this purpose, on accepting the GENERAL CONDITIONS, the USER expressly agrees to that electronic invoice being issued and sent to the email address that they provided for that purpose.



This consent may be withdrawn by the USER by sending an email in which they withdraw their consent directly to the relevant PROMOTER, in which case they are entitled to receive the respective invoice on paper.

As regards exchanges and returns managed through the Customer Services ([shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus)) and which relate to tickets for third-party activities, the PROMOTER shall be required to issue the respective corrected invoice.

#### **4.5. Conditions for accessing and/or participating in the ACTIVITIES**

To access the ACTIVITIES, the USER must present the TICKETS in paper and/or electronic format and, where applicable, present any accreditation to show that they qualify for a reduced rate or discount.

If a TICKET that has been tampered with, or is suspected to be a counterfeit/acquired illegally is detected, its holder may be refused access to the ACTIVITY.

Entering and remaining on the premises in which the ACTIVITIES take place may be subject to specific, objective conditions which, in any event, shall be described on the WEBSITE, displayed at the entrance to the establishment or made available to the USER before the start of the ACTIVITY in any other form. A failure to follow any of the above rules shall be grounds for taking appropriate measures, including ejecting the individual who has broken the rules from the premises and/or ACTIVITY.

#### **4.6. Warranty and limitation of liability**

##### **4.6.1. TICKETS FOR OWN ACTIVITIES**

When the USER books and purchases TICKETS FOR OWN ACTIVITIES, DONOSTIA TURISMOA shall be responsible for ensuring that the corresponding ACTIVITIES are held and that they meet any applicable legal requirements. The USER must submit any complaints to DONOSTIA TURISMOA.

However, DONOSTIA TURISMOA does not warrant that the content of those ACTIVITIES will be to the taste of the USER and/or meet the individual expectations that they have placed on the ACTIVITY, beyond the specific information that is available about it in the SALES CHANNELS.

##### **4.6.2. TICKETS FOR THIRD-PARTY ACTIVITIES**

As stated above, DONOSTIA TURISMOA's involvement in the sale of TICKETS FOR THIRD-PARTY ACTIVITIES is limited to allowing the USER to purchase them, by managing the bookings and issuing the TICKETS on the PROMOTER's behalf.

Consequently, as regards TICKETS FOR THIRD-PARTY ACTIVITIES, DONOSTIA TURISMOA plays no part in the organisation of the corresponding ACTIVITIES, so it accepts no responsibility for the organisation thereof. The USER must submit any complaints directly to the PROMOTER.

#### **4.7. Suggestions, complaints and claims**

USERS may send DONOSTIA TURISMOA their suggestions, complaints and claims by emailing DONOSTIA TURISMOA Customer Services ([shopturismoa@donostia.eus](mailto:shopturismoa@donostia.eus)).

#### **4.8. Privacy policy**

##### **4.8.1. Data processing related to the purchase of TICKETS FOR OWN ACTIVITIES**

The processing of the personal data provided by the USER when purchasing TICKETS FOR OWN ACTIVITIES shall be performed by DONOSTIA TURISMOA, as the Data Processor, acting on behalf of DONOSTIA-SAN SEBASTIAN CITY COUNCIL, which shall be considered the Data Controller.

Pursuant to the provisions of the applicable regulations on data protection, the USER is provided with the following information on the processing of their personal data:

##### **Identity and contact information of the Data Controller**

Controller: SAN SEBASTIAN CITY COUNCIL

Postal address: Servicio UdalInfo, C/Igentea, 1, C.P. 20003 - Donostia / San Sebastian

Contact information of the Data Protection Officer: [dbo@donostia.eus](mailto:dbo@donostia.eus)

##### **Purpose of the data processing**

The purpose of collecting and processing the personal data provided by the USER when purchasing TICKETS FOR OWN ACTIVITIES is to manage the purchase made by the USER through the various SALES CHANNELS and, when the USER has given their consent, via normal or electronic channels, to send them regular information related to DONOSTIA TURISMOA and/or the services offered by the latter, and to conduct satisfaction surveys.

##### **Data retention criteria and periods**

The personal data provided by the USER to purchase TICKETS FOR OWN ACTIVITIES shall be retained for the respective periods established by the applicable legal provisions, up to a maximum of 6 years. The data processed in order to send regular information related to DONOSTIA TURISMOA and/or the services it offers shall be retained until the USER requests its deletion or withdraws consent for processing it.

##### **Lawful basis for processing**

The lawful basis for processing the data provided by the USER during the purchasing process is the performance of the purchase agreement. Moreover, the lawful basis for processing in relation to sending the USER information about DONOSTIA TURISMOA and/or the services it offers is the USER's consent, when this has been given. Finally, processing related to satisfaction surveys to determine the level of satisfaction with the services associated with the TICKETS purchased through the SALES CHANNELS, is based on the legitimate interest of DONOSTIA TURISMOA and/or the PROMOTER.

It shall be obligatory for the USER to enter their personal data in the fields that are marked with an asterisk (\*) on the forms provided for making purchases. A failure to complete the required fields or providing incorrect information will make it impossible for DONOSTIA TURISMOA to manage the USER's order and successfully complete the sale of the TICKETS FOR OWN ACTIVITIES requested by the latter.

### **Data recipients**

The data provided by the USER during the purchasing process shall not be transferred to third parties unless it is legally required.

### **Rights of the USER**

The USER has the right to obtain confirmation about whether or not DONOSTIA TURISMOA, on behalf of DONOSTIA-SAN SEBASTIAN CITY COUNCIL, is processing their personal data, and to request that any inaccurate data be corrected, or to request that it be erased when the data is not necessary for the purpose for which it was collected, among other reasons.

Furthermore, in certain circumstances, the USER may request that the processing of their data be restricted, in which case DONOSTIA TURISMOA, on behalf of DONOSTIA-SAN SEBASTIAN CITY COUNCIL, shall only retain it for the purpose of filing or defending itself against claims. Additionally, in certain circumstances and for reasons related to their personal situation, the USER may object to the processing of their personal data, in which case DONOSTIA TURISMOA, on behalf of DONOSTIA-SAN SEBASTIAN CITY COUNCIL, shall cease to process it, except on compelling legal grounds or in order to file or defend itself against any claims.

When the processing of the USER's data is automated and its basis is consent or the performance of a contract, they shall also have the right to receive the personal data that has been provided to DONOSTIA TURISMOA, on behalf of DONOSTIA-SAN SEBASTIAN CITY COUNCIL, in a structured, commonly-used and machine-readable format, and to request that it be transferred to another controller.

Finally, when the processing of the USER's data is based on their consent, the USER shall have the right to withdraw the consent at any time, without affecting the lawfulness of the consent-based processing before it was withdrawn.

In order to exercise any of the foregoing rights, the USER may write to the Data Controller: DONOSTIA-SAN SEBASTIAN CITY COUNCIL – C/ Ijentea, 1 – 20003 Donostia-San Sebastián.

Similarly, the USER shall have the right to file a complaint with the Basque Data Protection Agency, especially when they have not been able to exercise their rights to their satisfaction, by writing to the following postal address: C/Beato Tomás de Zumárraga, 71 - 3, C.P. 01008 Vitoria-Gasteiz (further information at [www.avpd.euskadi.eus](http://www.avpd.euskadi.eus)).

#### **4.8.2. Data processing related to the purchase of TICKETS FOR THIRD-PARTY ACTIVITIES**

The processing of the personal data provided by the USER when purchasing TICKETS FOR THIRD-PARTY ACTIVITIES shall be performed by DONOSTIA TURISMOA, as the Data Processor, acting on behalf of the PROMOTER, which shall be considered the Data Controller.

Consequently, pursuant to the provisions of the applicable regulations on privacy, the USER is hereby informed that the Controller of the data provided during the purchase of TICKETS FOR THIRD-PARTY ACTIVITIES is the respective PROMOTER, whose identity shall be indicated in each case by the appropriate means, with the provisions on the purpose and lawful basis of processing outlined in the previous paragraph being equally applicable to this data processing. The USER may obtain additional information on data protection by contacting the relevant PROMOTER.

In such events, the USER may exercise their rights of access, rectification, erasure, objection, to restrict processing, of portability of their personal data and to withdraw their consent, in accordance with the terms and conditions set forth in the applicable regulations on privacy, by sending a written request for the attention of the PROMOTER, pursuant to the provisions in the current legislation, sent to the address assigned for such purpose.

Moreover, the USER shall have the right to file a complaint with the competent supervisory authority (the Spanish Data Protection Agency or the Basque Data Protection Agency, as appropriate), especially when they have not been able to exercise their rights to their satisfaction.

#### **4.9. Applicable legislation and jurisdiction**

The GENERAL CONDITIONS and the acquisition of services shall be governed by Spanish legislation.

Any dispute that may arise in relation to the interpretation or application of the GENERAL CONDITIONS and/or the acquisition of services shall be ruled on by the competent Courts, pursuant to the applicable legal provisions in Spain on court jurisdiction, in particular on matters related to consumer affairs.

Furthermore, the USER is hereby informed that they are legally entitled to use the European online dispute resolution platform which can be found on the following link: <http://ec.europa.eu/consumers/odr/>.