

GENERAL CONTRACTING TERMS AND CONDITIONS

INTRODUCTION

This document sets out the terms and conditions governing the use of the website available at <http://www.addaalicante.es/> and the purchase of products offered on said website.

Please read carefully these Terms and Conditions, our Cookie Policy and our Privacy Policy before using this website. By using this website or placing an order through it, you agree to be bound by these General Contracting Terms and Conditions and by our Privacy Policies.

Therefore, if you do not agree with all the provisions of the General Contracting Terms and Conditions and the Privacy Policies, you must not use this website.

If you have any questions about the General Contracting Terms and Conditions or the Privacy Policies, you can contact us through the contact channels set out in the following section.

OUR DETAILS

Products are sold through this website by FUNDACIÓN DE LA COMUNITAT VALENCIANA AUDITORIO DE LA DIPUTACIÓN DE ALICANTE ADDA ('Valencia Region Foundation-Alicante Provincial Council Concert Hall [ADDA]'), a Spanish company with registered address Avenida de Jijona, n.º 5,03010, Alicante (Alicante), tax identification number G54526645, phone number 965919100 and email address adda@diputacionalicante.es

YOUR DETAILS AND VISITS TO THIS WEBSITE

All personal data concerning yourself that you provide us with will be processed in accordance with our Privacy Policies. By using this website, you consent to the processing of any such information and data and state that all information or data you provide us with is true and accurate.

USE OF OUR WEBSITE

By using this website and placing orders through it, you agree to:

- Use this website only to make queries or legally valid orders.
- Never place false or fraudulent orders. If it could reasonably be considered that a false or fraudulent order has been placed, we will be authorised to cancel it and report the fact to the relevant authorities.
- Provide us with your email address, postal address and/or other contact details in a truthful and accurate manner. You also agree that we may use said information to contact you if needed. If you do not provide us with all the information we need, we will be unable to process your order. By placing an order through this website, you state that you are over 18 years of age and have the legal capacity to enter into contracts.

SERVICE AVAILABILITY

Tickets will be available on the website up to 2 hours before the event starts.

HOW TO PLACE AN ORDER

To place an order you must complete the online purchase process: select the tickets, select available seats, complete the required fields about the buyer's identification details and confirm the purchase.

Next, you will receive an email confirming receipt of your order.

To get the tickets, several options are available: downloading them from Passbook (click on the link to your tickets); downloading the tickets in PDF format, available from a link in the email you received; through a QR code; or collecting the tickets from the box office of the Alicante Provincial Council Concert Hall (national ID card required).

TECHNICAL MEANS TO CORRECT MISTAKES

If you detect a mistake in the personal details you entered, you can correct it by contacting our customer service (phone number 965919100 or email address taquilla.adda@diputacionalicante.es) and by exercising your right to rectification as set out in our Privacy Policy.

On this website, confirmation windows will pop up at several stages of the purchase process that will not allow you to proceed with the order if the details required at those stages were not correctly provided. This website also provides the details of all the tickets you added to your basket during the purchase process, in case you need to change your order details before paying. If you detect a mistake in your order after completing the payment process, contact our customer service immediately (on the phone number or via the email address above) to correct the mistake.

PAYMENT

The payment method for the purchased products will be selected during the payment process. Payment will be made at the end of the purchase process by the method chosen and will be a requirement for completing the process.

Accepted payment methods:

Payments will be made through the payment gateway of Banco Sabadell (Instant Ticket)

VALUE ADDED TAX AND INVOICING

Pursuant to Article 68 of Spanish Act 37/1992, of 28 December, on Value Added Tax, delivery of the products will be deemed to take place in the area where Spanish VAT applies if the delivery address is in Spain (except the Canary Islands, Ceuta and Melilla).

The applicable VAT rate will be that in force at any given time according to the product purchased. Orders for the Canary Islands, Ceuta or Melilla are exempt from VAT as per Article 21 of Spanish Act 37/1992, subject to any applicable taxes and tariffs in accordance with the regulations in force in each of these areas.

Customers can download a purchase invoice by accessing their order history with their user password. They can at any time ask for an invoice copy to be sent to them by electronic means or in paper format, as they choose.

WARRANTY

The contractual warranty offered is the one set out in Spanish Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the General Act on the Defence of Consumers and Users.

LIABILITY

Unless expressly provided otherwise in these Terms and Conditions, our liability in respect of any product purchased through our website will be restricted to the purchase price of tickets.

INDUSTRIAL AND INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, registered trademarks and all other industrial and intellectual property rights in all materials or contents supplied as part of the website are at all times owned by us or our licensors. You are allowed to use any such materials or contents only as expressly authorised by us or our licensors, which will not preclude you from using this website to the extent needed to copy the information provided about your order or the relevant contact details.

VIRUSES, PIRACY AND OTHER CYBER ATTACKS

You must not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or other software or material which is malicious or technologically harmful.

You must not attempt to gain unauthorised access to this website, the server on which this website is hosted or any server, computer or database related to our website.

You undertake not to attack this website via a denial-of-service attack or a distributed denial-of-service attack.

Those breaching this clause may be committing offences under the applicable regulations. We will report any such breaches to the relevant authorities and cooperate with them to determine the attacker's identity.

In the event of any breach of this clause, your right to use this website will cease immediately.

We will not be liable for any damage or loss caused by denial-of-service attacks, viruses or other technologically harmful software or material that may affect your computer, computer equipment, data or materials due to your use of this website or to your downloading contents from it or from any websites linked to it.

LINKS FROM OUR WEBSITE

Any links from our website to other websites and third-party materials are for information purposes only and we have no control over the content of such websites or materials. Therefore, we will accept no responsibility for any damage or loss arising from their use.

WRITTEN COMMUNICATIONS

In accordance with the applicable regulations, part of the information or communications we send you must be in writing. By using this website, however, you agree that most of those communications with us will be electronic.

We will contact you by email or inform you by posting notices on this website.

For contractual purposes, you consent to using this electronic means of communication and acknowledge that all contracts, notices, information and other communications we send you by electronic means comply with the legal requirement of being in writing. This condition will not affect your rights recognised by law.

NOTICES

Under the previous clause and unless otherwise provided, we may send you communications either to your email address or to the postal address provided by you when placing an order.

Notices will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter.

EVENTS OUTSIDE OUR CONTROL

We will not be liable for any failure to perform, or delay in performance of, any of our obligations that is caused by force majeure events.

Force majeure events will include any act, event, non-happening, omission or accident beyond our reasonable control, including without limitation:

- Strikes, lockouts or other industrial action.
- Civil commotion, riot, invasion, terrorist threat or attack, war (whether declared or not), or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or any other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- Acts, decrees, legislation, regulation or restrictions of any government or public authority.

Obligations will be deemed to be suspended for as long as the force majeure event lasts, and we will have an extension of time for performance of such obligations for the duration of that period.

We will use all reasonable means to bring the force majeure event to a close or to find a solution allowing us to fulfil our obligations despite the force majeure event.

WAIVER

If we fail to require strict performance of any of your obligations under a contract or these Terms and Conditions, or if we fail to exercise the rights or remedies we may be entitled to

under said contract or Terms and Conditions, this will not constitute a waiver or limitation of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of specific rights or remedies will not constitute a waiver of other rights or remedies under a contract or these Terms and Conditions. No waiver by us of any of these Terms and Conditions or of the rights or remedies under a contract will be effective unless it is expressly stated to be a waiver, executed and communicated to you through the contact channels you provided us with.

PARTIAL INVALIDITY

If any of these Terms and Conditions or any provisions of a contract are declared invalid and void by final decision of a competent authority, all other terms and conditions will remain valid, not being affected by the declaration of invalidity.

OUR RIGHT TO AMEND THESE TERMS AND CONDITIONS

We reserve our right to amend these Terms and Conditions, keeping you informed of any substantial changes. Such changes will not be retroactive and, while there may be exceptions in specific cases, they will be effective 10 days after the date of publication in the relevant notice. If you do not agree with any of the amendments, you are advised not to use our website.

APPLICABLE LAW AND JURISDICTION

The use of our website and the contracts regulating product purchase through our website will be governed by Spanish law.

These Terms and Conditions are subject to and governed by Spanish law, particularly:

- Act 7/1998, of 13 April, on General Contracting Terms and Conditions.
- Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the General Act on the Defence of Consumers and Users and other supplementary laws.
- Regulation 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- Act 34/2002, of 11 July, on Information Society and Electronic Commerce Services.

For the resolution of disputes, the parties submit to the jurisdiction of the courts and tribunals of the consumer's place of domicile, expressly waiving any other jurisdiction.

COMMENTS, SUGGESTIONS AND COMPLAINTS

Your comments and suggestions are welcome. For any comments, suggestions, queries or complaints, please contact us via the email address or contact phone number provided in Clause 2 of these General Contracting Terms and Conditions.

Complaint forms are also available to consumers and users, who can request them by phone (965919100) or via our contact email address.

All complaints addressed to our customer service will be handled promptly, within one month maximum. They will be registered with an identification code that will be disclosed to you so that you can monitor the status of your complaints. If you consider that the rights you are entitled to as a consumer have been violated, you can send us your complaints to adda@diputacionalicante.es to seek out-of-court dispute resolution.

If you purchased a product from us online through our website, in accordance with Regulation (EU) 524/2013, you are hereby informed that you have the right to seek, together with us, out-of-court dispute resolution in matters relating to accessible consumption through the address

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>