

**GENERAL CONDITIONS AND TERMS AND CONDITIONS OF PURCHASE IN PERSON OR VIA THE WEBSITE**  
**<http://www.unicajabaloncesto.com>**

The purpose of these General Terms and Conditions of Purchase (hereinafter referred to as the "**General Terms and Conditions**") is to set out the terms and explain the details of the services provided and the purchase of products, tickets, ticket packages and season tickets, as well as the rights and obligations attached to the purchased tickets, ticket packages and season tickets.

The owner of the Website is BALONCESTO MÁLAGA, SAD (hereinafter, the "**CLUB**") with N.I.F. A-29.575.933, with registered office at Avenida Gregorio Diego, 44, Málaga (Spain) and registered in the Mercantile Register of Málaga (Spain), volume 2012, book 925, folio 89, page MA-11333.

"www.unicajabaloncesto.com" is the only official channel on the website for the purchase of season tickets and other official club products (the "**Website**"). The CLUB is not responsible for products purchased outside this official channel.

## **1. GENERAL CHARACTERISTICS**

The CLUB offers any interested person who registers on the Website through its registration form (the "**USER**") the possibility of acquiring the club's services and/or products, that is, as a guide, personalised information on match schedules, discounts, tickets, ticket packages and season tickets to attend the shows it organises, or in which it provides its services as a sales platform. USERS who access the CLUB website and, specifically, the shop section, purchase of tickets, ticket packages and season tickets, voluntarily accept and undertake to respect these General Conditions.

## **2. SERVICES**

The CLUB will provide the USER with one or more of the services described below:

- a) Sending information on matches, schedules, discounts, seasons, etc.
- b) Purchase and sale of products, tickets, ticket packages, season tickets, etc. From the moment the USER submits the order for the purchase of products, tickets, ticket packages and season tickets, he/she is considered a "**BUYER**", and will be obliged as such towards the CLUB, which will be considered the seller. The purchase order made over the Internet by the BUYER, once received by the CLUB, is contractually binding.

The BUYER declares that **he/she** has the necessary legal capacity to act and contract on the Website.

Given that the purchase of tickets, ticket packages and season tickets represents the acceptance by the BUYER of these General Terms and Conditions, before finalising the transaction, the user must tick the corresponding box as a sign of acceptance of these General Terms and Conditions. Without the express acceptance of these General Conditions, the transaction cannot be completed.

Once the transaction is completed with the payment or direct debit of the purchase, the purchase and sale will be formalised and both parties will be obliged to comply with what has been agreed.

The transaction is understood to be carried out at the registered office of the CLUB.

## **3. PRICES. TAXES. METHOD OF PAYMENT**

The prices indicated on the Website are inclusive of applicable VAT, unless expressly stated otherwise.

Payment for the purchase shall be made in the manner chosen by the user.

In the event that payment is made by direct debit, the USER authorises the CLUB to send instructions to the USER's bank to debit the USER's account and to the bank to debit the USER's account following the Club's instructions. As part of his or her rights, the USER is entitled to reimbursement by his or her bank under the terms and conditions of the contract signed with the bank. The request for reimbursement must be made within eight weeks of the date on which the account was debited. You can obtain further information on your rights from your financial institution.

The payment of the season ticket for competitions in which the CLUB participates may be deferred and without interest. In this case, payment shall be made in up to 12 DEFERRALS (from July to June of each season).

The USER undertakes to sign the SEPA direct debit mandate in favour of the CLUB and to provide the CLUB with a copy of this mandate.

## **4. SEASON TICKET RENEWAL**

The season ticket is automatically renewed for the following season, without the subscriber having to carry out any formalities for this purpose, for all those subscribers who have paid their season ticket by direct debit.

Automatically renewed season ticket holders from the previous season benefit from a discount on the general sale price to the public. In order for this discount to be applied, the season ticket holder must be up to date with their payment obligations.

New and renewed season ticket prices are published on the Club's website (Season Ticket Holder Section).

Season Ticket Holders who paid for their season ticket by card/cash or transfer will NOT be automatically renewed and once the deadline for requesting cancellation of their season ticket has expired, they will lose the right to the seat they were assigned in the previous season.

After the end of each season, information on prices and payment conditions for the following season will be made available to subscribers.

The Club will provide the purchaser with a card or electronic identifier that will be valid for all matches included in the season ticket. This card or electronic identifier can be collected through our shops or through a mobile application if applicable.

**Subscribers who do not wish to renew their season ticket for the following season** must notify the CLUB in writing by e-mail to abonados@unicajabaloncesto.com, stating their full name and ID number.

## 5. USE OF SEASON TICKETS AND TICKETS/TICKET PACKAGES

- A) The purchaser of the ticket, ticket package and season ticket assumes responsibility for its correct use and is therefore liable for misuse, duplicity or falsification, losing all rights granted by the **ticket** to gain access to the venue.

The resale of tickets is not authorised and any attempt to resell tickets constitutes sufficient cause for the seizure or cancellation of the ticket without the right to a refund or any other type of compensation. Specifically, the sale or transfer of the season ticket/ticket without the express consent of the organiser, or **the attempt to resell it at a higher price than the printed price will result in its invalidation and the spectator will not be allowed access to the venue or will be expelled from the venue**. This season ticket/ticket will be confiscated without the right to a refund or any other compensation. The Club reserves the right to cancel the subscription and the loss of the status of subscriber of all those persons who misuse their subscription in the sense set forth in this paragraph.

The use of the electronic purchasing system to purchase tickets may constitute an offence of fraud as provided for in Article 248 of the Criminal Code, when any of the following circumstances apply:

- False details of the purchaser or of the card used as a means of payment are given.
  - Usurping the status of the holder of someone else's card.
  - Card numbers generated with software or similar algorithms are used.
  - **The content of the document generated in the purchase process is falsified or altered.**
- B) The CLUB is not responsible for lost or stolen tickets, ticket packages and season tickets.
- C) The purchase of tickets does not grant the BUYER the right to use the same, or its content for advertising, marketing or promotional purposes (including contests, gifts and / or sweepstakes), if not with the express written consent of the CLUB. Failure to comply with this prohibition shall entitle the CLUB to disable the ticket/s or subscription/s and the initiation of any legal action it deems appropriate to claim for damages that such conduct may have caused the CLUB.
- D) In the event of the transfer to a third party of a season ticket purchased at a reduced price due to age (children's or youth season ticket) or for any other reason, the person holding the season ticket may be identified and, if the conditions for the application of the reduced price are not met for the new holder, he/she must pay the corresponding difference in price. **In the event that the corresponding amount is not paid, the season ticket or ticket will not be considered a valid ticket allowing access to or stay in the venue.**

## 6. SECURITY MEASURES. PRINTING OF TICKET PACKAGES/TICKETS

- A) The tickets, ticket packages, have different security measures. The CLUB does not guarantee their authenticity unless they have been purchased through the Website or an official point of sale. Any ticket that has been amended, manipulated by digital means, torn, suspected of being counterfeit or acquired illegally will authorise the CLUB to deny access to the ticket holder. In such cases, if access to the venue is denied, the CLUB declines all responsibility. It is a condition for admission to have the full ticket in good condition and purchased through the official channels of the CLUB. The ticket must be kept until you leave the venue.
- B) The number of tickets, their price and location will be chosen by the PURCHASER during the purchase process and cannot be modified once the purchase has been formalised. If you wish to change the location, please contact the Club (952235708).
- C) The ticket purchase through the official website of the CLUB has the ticket printing service, which allows (i) printing the ticket at the same time of completion of the purchase process, downloading a pdf file, or (ii) downloading the pdf later from the user's profile to print it on paper or send the file to a mobile device. The club may replace the ticket printing system with a digital ticket issuing system via an electronic device (mobile phone).

## **7. CHANGES AND REFUNDS OF TICKETS. MODIFICATION OF DATE AND TIME. SUSPENSION OF MATCHES DUE TO HEALTH OR SIMILAR REASONS.**

Once the ticket has been purchased, it will only be exchanged for a ticket for another event or refunded if the event has been cancelled prior to the start of the event, in which case the purchaser may request the exchange or refund within 10 days from the date of public communication of the cancellation, in the manner specified by the CLUB and presenting, in any case, proof of purchase. Once the match has started, if it is suspended due to force majeure, the ticket price will not be refunded.

In the event of a refund, the CLUB will reimburse the entry fee, but will not be liable for any other expenses, such as hotels, travel, meals, subsistence, travel, etc. incurred by the PURCHASER.

If the period established in the previous paragraph elapses without the PURCHASER having requested a refund of the amount corresponding to the purchase made, this shall be understood as the PURCHASER waiving the right to a refund of the amount which, where applicable, may correspond to him/her. Under no circumstances will a refund be made after the established period has elapsed.

The inability of the PURCHASER to attend the show for reasons beyond the control of the CLUB, or due to an error when making the purchase, shall not be valid grounds for requesting a refund of the ticket price.

The CLUB may modify or suspend the announced date, time and match, when for reasons of television broadcasting, or for organisational reasons of the competition, or due to decisions of the authorities or other force majeure, such changes are required.

In the event of the suspension of competitions in which the club participates due to the application of health measures derived from a pandemic or similar, the matches included in the season ticket that cannot be enjoyed due to restrictions or readjustments of capacity, derived from this reason, will be compensated in the renewal of the season ticket for the following season that can take place under normal conditions, with the relevant discounts established in proportion to the number of matches affected, taking into account for their calculation the matches of the regular phase.

In the event that the authorities decree a reduction in the percentage or number of spectators authorised to access the event, the subscriptions/tickets purchased by purchasers who are affected by this reduction will be refunded, in accordance with the criteria set by the authorities and/or the CLUB. In the event of such a reduction, the organiser will make the corresponding information available to purchasers as soon as it becomes aware of it, via the Website and by sending a specific communication to the e-mail address indicated by each purchaser.

In view of the nature of the activity and the provisions of article 103.I) of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, the USER shall not be entitled to exercise the right of withdrawal.

## **8. CANCELLATION/CANCELLATION OF THE SUBSCRIPTION.**

Withdrawal / cancellation of a season ticket will result in the loss of the status of renewed season ticket holder and the loss of the assigned seat.

### **A) Voluntary departure.**

Once the season has started, the subscriber may request to be removed as a subscriber by sending an e-mail to [abonados@unicajabaloncesto.com](mailto:abonados@unicajabaloncesto.com) indicating in the subject "Subscriber cancellation request" and stating in the body of the message the name of the subscriber, their National Identity Document number, their subscriber number and the reasons for which they are requesting cancellation. The cancellation request must be accompanied by a photocopy of the National Identity Document. As a general rule, the request to leave as a season ticket holder once the season has started will not result in the refund of the season ticket holder's fee. The Club may authorise the partial reimbursement of the amount of the season ticket in the event of death or transfer of residence of the season ticket holder, it being an essential requirement that he/she is up to date with payment. No request for partial reimbursement will be accepted unless accompanied by the relevant supporting documents. In those cases in which the Club authorises the partial refund of the amount of the season ticket, the following guidelines will be applied to calculate the amount to be refunded:

1. The number of matches played prior to the date of the cancellation request shall be taken into account.
2. The amount to be refunded, in the event that the price of the season ticket has been paid in full (amount not deferred), will be equal to the price of the season ticket minus the sum of the price at the box office of the matches played prior to the cancellation request. The box office price of the matches played will correspond to that of the seat associated with the season ticket, according to its location, the age of the holder and the category of the match played. The box office price of the tickets for the matches played that will serve as the basis for the calculation of the amount to be refunded may be subject to a percentage discount depending on the time of the season in which the cancellation request is made, the number of matches played and the category of the matches played.
3. In cases where the payment has not been paid in full (deferred payment), the outstanding amount shall be recalculated, if applicable, on the basis of the calculations indicated in the previous paragraph.

B) Cancellation of the subscription due to non-payment or disciplinary decision.

The subscription may be cancelled by unilateral decision of the Club without the right to any refund in the following cases:

1. For non-payment of the subscriber's fee. The deadline for paying a refunded subscription fee from the bank will be 15 days from the date of the refund. If payment is not made within the specified period, the Club will proceed to process the cancellation of the season ticket, losing all the advantages associated with the status of renewed season ticket holder, including the cancellation of the assigned seat. To become a Club subscriber again, the regularisation will be carried out under the same conditions as the voluntary cancellation indicated in paragraph A of point 8 of these conditions of purchase, without being able to guarantee that the seat assigned is the one held at the time prior to the cancellation of the subscription.
2. For non-compliance with the conditions of access to and stay in the sports complex.
3. For being sanctioned with a ban on access to sporting events by the competent authorities.
4. For repeated failure to occupy the seat corresponding to the season ticket purchased.
5. For forgery or alteration of the contents of the ticket or season ticket.
6. For the transfer to a third party of the season ticket for access to any match through ticket resale portals or any other non-official sales platform of the Club.
7. By disciplinary decision of the Club by virtue of fraudulent or criminal actions or actions that contravene current public order regulations.

## 9. CONDITIONS OF ACCESS TO AND STAY IN THE SPORTS VENUE

- A) Identification may be required from the bearer of a ticket or season ticket, especially in the case of tickets or season tickets that have been purchased at a reduced price due to age (children's or youth tickets/season tickets) or other reasons.
- B) For security reasons, at the time of accessing the venue, attendees may be searched, and under no circumstances may objects that could be considered dangerous or that are prohibited by the regulations on the prevention of violence in sport be brought into the venue. It is expressly forbidden to enter the venue with any kind of weapon or object that could produce the same effects, or any kind of object or container that could be used as a projectile, such as umbrellas, motorbike helmets or food in rigid containers. Containers and bottled beverages shall be in plastic containers and shall not exceed 500 ML/mg volume/weight. Security and access control personnel reserve the right to remove the caps or covers from all containers, as well as all other containers which, due to their capacity or rigidity, may be dangerous (RD 203/2010).
- C) In compliance with Royal Decree 2816/1982, art. 59, bulky objects, prams, suitcases, etc. that could be an obstacle in the event of evacuation are not allowed on the premises.
- D) Access will not be allowed with banners, flags or other animation elements larger than 1x3 (1 metre high by 3 metres wide) that do not have a fireproof certificate in Spanish language approved by a laboratory based in the European Union, both of the fabric or main material and of the printing company that prints the design, specifying that the paint or legend materials are fireproof. In addition to the above, prior registration in the Register of Followers' Activities shall be required for those persons carrying such elements.
- E) Any person who is involved in any of the acts or conducts established in article 2 of the Law against violence, racism, xenophobia and intolerance in sport (Law 19/2007, of 11 July), such as the following, is prohibited from accessing or remaining in the stadium:
1. Engaging in disorderly conduct, brawls, fights or public disorder.
  2. Introducing, carrying or using any kind of weapons or objects that could produce the same effects, such as sharp or cutting elements, or elements weighing more than 500 grams/millilitres that could be used as projectiles, such as food in rigid containers, bottled drinks or their containers.
  3. Introducing or being in possession of flares, firecrackers, explosives or, in general, flammable, smoke-producing or corrosive products and pyrotechnic devices.
  4. Being under the influence of alcoholic beverages, narcotics, psychotropic drugs, stimulants or similar substances.
  5. Introducing or selling any kind of alcoholic beverages, narcotic, psychotropic, stimulant or similar substances.
  6. Introducing, displaying or producing banners, flags, symbols or other signs with messages inciting to violence or terrorism, or whereby a person or group of persons is threatened, insulted or harassed because of their racial or ethnic origin, religion or belief, disability, age, sex or sexual orientation.
  7. Making chants, expressions, sounds or attitudes that incite to violence or terrorism, or that are intended to humiliate a person or group of persons because of their race or ethnicity, disability, religion or belief, gender or sexual orientation.
  8. Breaking into the field of play.
  9. Having been sanctioned with the prohibition of access to any sports venue until the sanction has been extinguished.
- F) The CLUB may refuse access or expel the ticket/ticket holder from the venue in the event of non-compliance with these conditions, or for disregarding the instructions given by the organisation's staff or the venue's security personnel.

The denial of access or expulsion may also be carried out in the event that, rationally, it can be foreseen that remaining on the premises would pose a risk or danger to the bearer himself or to others attending the event, the bearer being personally liable, in all cases, for his own actions and omissions when these cause injury to third parties or damage to property.

- G) Attendees must occupy the seat they have purchased and no other, and must remain in the areas set aside for the public, and are not allowed access to the areas set aside for other purposes.
- H) The CLUB reserves all image and intellectual property rights of the show. Unless expressly authorised, it is forbidden to photograph or film the same, and the use of images captured inside the venue to provide content to websites and/or social networks whose owner is a company or individual for economic or lucrative purposes, either directly or by means of advertising inserted in the same, is not permitted. Specifically, the use of professional or semi-professional photographic or video cameras is prohibited unless expressly authorised by the Club.
- I) The ticket/ticket holder acknowledges that he/she may appear in images taken inside the venues by different media for subsequent informative or promotional dissemination, and authorises such use.
- J) Once you have passed through the access control and entered the venue, you may not leave the venue and re-enter. During half-time, you will not be allowed to leave the venue and re-enter for smoking or any other reason. Leaving the venue once the ticket or season ticket has been read will invalidate the validity of the ticket or season ticket.
- K) In the event of a reactivation of the Covid 19 pandemic or other similar health or emergency situation, access to matches will be in accordance with the protocol imposed by the competent authorities at all times. The Club, through its website and other communication channels, will inform of the measures to be applied, which will be obligatory and may modify the provisions of these general conditions.
- L) As a general rule, there is no luggage storage service. In the event that the CLUB, exceptionally, enable such a service, it will establish its conditions of use that will remain exposed to the public. In no case shall the CLUB be responsible for the loss or damage of objects deposited with a value greater than 30 euros.

## **10. CONDITIONS OF PURCHASE IN SHOP**

On-line sales will only be made in Spanish territory and shipping costs will amount to 8,00 euros (free shipping costs for purchases over 70 euros). All prices include VAT.

For exchanges for another size or garment you will have 30 days from the date of purchase. No money will be refunded. Personalised garments at the request of the buyer cannot be returned. The cost of returns will be paid by the customer.

The delivery time for shipments is 48-72 working hours. For personalised garments, the delivery time will be 10 working days. During the purchase process you can choose to pick up your order at the Los Guindos shop. If you wish to pick it up at the shop in the Centre (La Marina Store), this must be indicated in the comments.

For purchases from outside Spain, please contact the Club by telephone on +34 952 23 57 08 / +34 664 546 034 or by email at [correo@unicajabaloncesto.com](mailto:correo@unicajabaloncesto.com).

Official Club Stores:

Pabellón Los Guindos Store La Marina Store

Avda. Gregorio Diego, 44

Pza. de la Marina, 3

29004 Malaga 29015 Malaga

## **11.-DATA PROTECTION**

In accordance with current legislation on personal data protection, the CLUB informs the USER that their personal data will be processed in accordance with the terms set out in the CLUB's Privacy Policy, which can be accessed via the following link: [https://venta.unicajabaloncesto.com/Documentos/politica\\_privacidad\\_en.pdf](https://venta.unicajabaloncesto.com/Documentos/politica_privacidad_en.pdf)

These general terms and conditions of purchase are current as of 1 July 2024.