

GENERAL TERMS AND CONDITIONS AND CONDITIONS OF PURCHASE OF PRODUCTS, TICKETS, TICKET PACKAGES AND SEASON TICKETS IN PERSON OR THROUGH THE WEBSITE <http://www.unicajabaloncesto.com>

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

The owner of the Website is BALONCESTO MÁLAGA, SAD (hereinafter, the "CLUB") with CIF A29575933, with registered office at Avenida Gregorio Diego, 44, Malaga and registered in the Mercantile Register of Malaga, volume 2012, book 925, folio 89, page MA-11333.

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

1. GENERAL CHARACTERISTICS

The CLUB offers any interested person the possibility of purchasing club products, tickets, ticket packages and season tickets to attend the shows it organises, or in which it provides its services as a sales platform. Internet users who access the CLUB website and, specifically, the shop section, purchase of tickets, ticket packages and season tickets, voluntarily assume and are obliged to respect these terms and conditions of the sales contract, to which they are subject.

2. FORMALISATION OF THE SALE AND PURCHASE

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 shall be obliged as such towards the CLUB, which shall 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 has been 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 subscriber 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 in accordance with the Club's instructions. As part of his rights, the user is entitled to reimbursement by his 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 about your rights from your financial institution.

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

The PURCHASER 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 the 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, duplication or falsification, losing all rights granted by the ticket to access 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 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.

- 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, the new holder must pay the corresponding difference in price.

6. SECURITY MEASURES. PRINTING OF TICKET PACKAGES/TICKETS

- A) Tickets, ticket packages, are subject to various security measures. The CLUB does not guarantee their authenticity if has not been purchased through the Website or at an official point of sale. Any ticket amended, manipulated by digital means, broken, suspected of being counterfeit or acquired illegally will authorise the CLUB to deny access to its bearer. 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 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 amount of the ticket, but will not be liable for any other expenses, such as hotels, travel, meals, subsistence, 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 date, time and match announced, when for reasons of television broadcasting, or for organisational reasons of the competition, or due to decisions of 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.

The buyer waives the right of withdrawal provided for in article 102 of Law 3/2014, of 27 March, which amends the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007, of 16 November.

8.- CONDITIONS OF ACCESS TO AND STAY IN THE SPORTS COMPLEX

- 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 moment 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 pavilion 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 769/1993).
- 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 will not be allowed to be brought into the enclosure.
- 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, approved by a laboratory based in the European Union, both for the fabric or main material and for 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 in the enclosure would pose a risk or danger to the bearer himself or to other attendees at the event, the bearer being personally responsible, in all cases, for his own actions and omissions when these cause injury to third parties or damage to materials.
- 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 to the show. Unless expressly authorised, photography or filming is prohibited. 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.
- I) 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 ground and re-enter for smoking or any other reason.
- J) In the event of the reactivation of the Covid 19 pandemic or any other disease, access to matches will be in accordance with the protocol imposed by the health authorities at any given time. 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.
- K) As a general rule, there is no luggage storage service. In the event that the CLUB, exceptionally, enables this service, it will establish its conditions of use, which will remain exposed to the public.

9.- **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 e-mail at correo@unicajabalconcesto.com

Official Club Stores:

Los Guindos Pavilion Shop
Avda. Gregorio Diego, 44
29004 Málaga

La Marina Shop
Pza. de la Marina, 3
29015 Málaga

10.-PERSONAL DATA PROTECTION

In compliance with the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights and the European Union Regulation 2016/679, we inform you that your personal data are incorporated into a computerised file for which Baloncesto Málaga, S.A.D. with CIF A-29575933 and registered office at Avda. Gregorio Diego, 44, 29004 Málaga, which is registered with the Spanish Data Protection Agency, is responsible.

The SUBSCRIBER/COMPRIBITOR gives his/her consent so that Baloncesto Málaga, S.A.D., the companies of the Group of which it forms part and its service companies may process his/her personal data in order to carry out the development of the contractual relationship, as well as to keep him/her informed about news or novelties of the Club and its sporting or social activities.

Likewise, by ticking the following box, I expressly authorise the sending of advertising or promotional communications by e-mail, sms, or any other equivalent means of electronic communication.

I wish to receive commercial communications from the Club and/or its sponsors.

The SUBSCRIBER/CUSTOMER has the right of access, rectification, cancellation and opposition of his/her data. Authorisation for commercial purposes may be revoked, in whole or in part, at any time by the owner of the data. These rights and the revocation of consent may be exercised by sending an email to the address correo@unicajabalconcesto.com providing your identification details and a copy of your ID card or passport.

11.-PRIVACY POLICY

11.1.-Collection of personal data and data controller

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the subscriber is informed that the personal data provided through this form, as well as any other personal data that may be provided in the future, will be processed by BALONCESTO MÁLAGA. S.A.D. ("UNICAJA BALONCESTO"), with registered office at Avenida Gregorio Diego, 44, 29004 Málaga and CIF A-29575933, with the following e-mail address for communication purposes: correo@unicajabalconcesto.com.

11.2.-Purpose and legal basis for the processing of personal data

UNICAJA BALONCESTO informs you that your data will be processed for the following purposes:

11.2.1.-Payers / purchasers of UNICAJA BALONCESTO tickets:

UNICAJA BALONCESTO will process the subscriber/buyer's data in order to maintain, develop and fulfil its relationship with UNICAJA BALONCESTO derived from the purchase of tickets, ticket packages and/or subscriptions to sporting activities offered by UNICAJA BALONCESTO. Specifically, this processing consists of managing this contractual relationship, sending notifications, attending to requests and managing payments and invoicing.

Legal basis: The execution of the contractual relations that the subscriber has with UNICAJA BALONCESTO or with any of the companies of its group.

11.2.2.-Buyer of UNICAJA BALONCESTO club products.

UNICAJA BALONCESTO will process the buyer's data in order to maintain, develop and fulfil its relationship with UNICAJA BALONCESTO derived from the purchase of products offered in its physical shops and website. Specifically, this processing consists of managing your orders, sending notifications, attending to requests and managing payments and invoicing.

Legal basis: The execution of sales made or services rendered by UNICAJA BALONCESTO or with any of the companies in its group.

11.3.- Accuracy and truthfulness

The subscriber/buyer guarantees the truthfulness and accuracy of the data provided to UNICAJA BALONCESTO, exonerating UNICAJA BALONCESTO from any liability in this regard and undertaking to keep them properly updated.

11.4.-Term of conservation of personal data

Your personal data will be kept until the statute of limitations has expired for any actions that may arise from the relationship with UNICAJA BALONCESTO, unless there is a legal obligation that extends the aforementioned period of retention.

11.5.-Communication of personal data

UNICAJA BALONCESTO may communicate your data to:

11.5.1.-The companies in its group for the provision of services, including administration and management.

11.5.2.-Competent Public Bodies, State Security Forces and Corps, Courts and Tribunals, and other third parties or bodies imposed by anti-violence regulations, in compliance with legal obligations.

11.5.3.-Unicaja Banco, S.A. as a collaborating bank for the management of the payment of subscriptions.

11.5.4.-Third entities that have broadcasting and exploitation rights to shows in which the Club participates for their informative or promotional dissemination.

11.5.5.- Service providers acting as data processors.

11.6.-Exercise of rights and claims

The subscriber/buyer may exercise his/her data protection rights (access, rectification or deletion, limitation, opposition and portability) by sending a communication to this effect to UNICAJA BALONCESTO by post to Avenida Gregorio Diego, 44, 29004 Málaga or by sending an email to correo@unicajabaloncesto.com, indicating in both cases his/her name, surname and enclosing a copy of his/her identity document.

Without prejudice to the foregoing, the user has the right to lodge a complaint with the Spanish Data Protection Agency.

This document consists of 5 pages. If any of these general and purchasing conditions are declared null and void or ineffective, in whole or in part, such nullity or ineffectiveness shall only affect that provision or that part of it that is null and void or ineffective, and these conditions shall continue to apply in all other respects, that part not being deemed to be included.

This document is a translation of the general conditions and purchase conditions written in Spanish. In case of discrepancies or doubts of interpretation, the wording and interpretation of the document written in Spanish shall prevail.

These general terms and conditions of purchase are current as of 26 December 2023.

THE CLUB

THE SUBSCRIBER/BUYER