

Terms and Conditions

The travel offers published here are organised by CELEBREAK, S.L. (herein after also referred to as "we", "us" and "our").

1. ENTERING INTO A CONTRACT FOR SERVICES

1.1 By doing an inscription for one of our services offered on the website, you are entering into a contract with CELEBREAK, S.L.

1.2 In addition the booking can be made in writing, verbally, by telephone or by electronic means (email, website). For electronic bookings, we will electronically confirm the receipt of your booking request immediately.

1.5 You are responsible for your contractual obligations included in your booking request as well as all of the contractual obligations of your fellow participants included in your booking provided that you have assumed this obligation by an explicit and separate declaration.

1.6 The service contract is created when you receive notice from us that we have accepted your request. We can deliver this acceptance in any form. At the time the contract is created or immediately thereafter, we will send you a written confirmation of your contract.

1.7 If the content of our acceptance differs from the content of your booking, this represents a new offer from us, the terms of which we are bound to for a period of 10 days. The contract on the basis of this new offer is created if you expressly accept our new offer, make a deposit or pay the remaining amount due within the stated deadline.

2. PAYMENT

2.1 We may only request and accept payments for the services offered before the services were realised if we have sent you a booking confirmation.

2.2 If you do not pay the required deposit/balance due by the deadline as agreed and you fail to respond to the new deadline given in our reminder notice, we are entitled to withdraw from the contract and charge you the costs.

2.3 In general bookings which were made, are not refundable, an exception is if an event cannot happen due to a nature catastrophe.

3. SERVICES

3.1 The individual services *CELEBREAK, S.L.* is obliged to provide are based on the booking confirmation, the services listed in our description of the particular package.

3.2 The information concerning your package as sent with the booking confirmation has been compiled to the best of our knowledge and belief. However, as individual details or aspects of the event are subject to change, we cannot guarantee that this information will remain valid year-round.

4. CHANGES TO SERVICES AND PRICING

4.1 Changes that become necessary to essential services agreed in the contract after you enter into the contract with us and that are not the result of our failure to act in good faith are permitted only if the changes are not substantial and do not affect the overall character of the event experience.

4.2 Any warranty claims remain unaffected if the services as changed and provided are deficient.

5. CANCELLING BEFORE THE START OF AN EVENT - CANCELLATION COSTS

5.1 You may withdraw from the package at any time before the start of the event. You must notify *CELEBREAK, S.L.* at the address given below. We recommend that you make this notification in writing.

5.2 Provided the cancellation has been caused by us or by force majeure, participants are entitled to receive a partial refund or a full refund, dependent on the scope of cancellation.

6. CHANGES TO BOOKINGS - CHANGES TO THE PARTICIPANT

6.1 After the contract is created, you do not have a right to changes in event dates.

7. SERVICES NOT USED

If you fail to make use of services duly offered to you for reasons under your control (such as pregnancy leave or paternal leave or other compelling reasons), you are not entitled to any pro rata refund of the event package price. We will attempt to seek reimbursement from our service providers for the expenses spared by your

absence. This obligation does not apply to minor services or if such a refund is contrary to legal or regulatory provisions.

8. CANCELLATION DUE TO LOW BOOKING

If a specifically named minimum number of participants is not reached, *CELEBREAK, S.L.* reserves the right to cancel the event up to 07 days prior the beginning of an event. If it should already be apparent at an earlier date that the minimum number of participants will not be reached, we will exercise our right to withdraw from the contract without delay. If the event is not offered for this reason, you will receive a refund of the payments already made.

9. TERMINATION OF THIS CONTRACT FOR CAUSE

We may terminate this contract without prior notice if you persist in long-term conduct that is disruptive to others or the operation of the event or if your actions constitute a breach of this contract to such an extent that there are grounds for immediate termination of this contract. If we terminate your contract, we retain the right to the full event package price, less the value of any expenses spared by your non-participation or other use of the booked services, including any amounts refunded by the service providers.

10. TERMINATION OF CONTRACT FOR FORCE MAJEURE

The event contract may also be cancelled, if the event package is substantially obstructed, jeopardised or impaired as the result of force majeure not foreseeable when the contract was entered into, then both the event organiser and the participant may terminate the contract merely under this provision.

11. YOUR OBLIGATIONS

11.1 Notification of defects: if the event package is not delivered in accordance with these terms, you may request relief. You are, however, obliged to notify us of any defects immediately. If you fail to do so for reasons under your control, we will not subsequently offer a reduction in the package price. This does not apply if such notice is clearly futile or infeasible for some other cause. You are obliged to notify the local event manager immediately of any such defects.

11.2 Deadline before termination: if you wish to terminate the travel contract due to a defect in the services or for some other important cause clearly recognisable to us, you must first give us an appropriate period of time to remedy the situation. This does not apply only if remedy is impossible or is refused by us or if the immediate termination of the contract is justified by your particular interest such as may be recognisable to us.

11.3 Obligation to minimise damages: you shall do whatever it takes to minimise damage and mitigate any damages already incurred. In particular, you must notify us of any risk of potential damages.

12. LIMITATION OF LIABILITY

12.1 Our contractual liability for damages other than bodily injury is limited to three times the package price, a) provided the damages you have incurred have not been caused by us intentionally or in gross negligence; or b) or if we have assumed sole responsibility for damages caused by one of our service providers.

12.2 Our strict liability for damages to property not caused by intent or gross negligence is limited to three times the event price. This maximum liability amount applies per participant and event. Any additional potential claims in connection with luggage under the Montreal Convention remain unaffected by this limitation.

12.3 We do not assume liability for any service disruptions, personal injuries or property damage in connection with third-party services for which we have only acted as agents (such as excursions, sporting events, night club visits, theatre visits, exhibitions, transport services from and to the advertised starting and destination points), provided these services are expressly listed as third-party services in the travel offer and the booking confirmation in such a way that you can clearly recognise that they are not a part of the services we are offering you directly. We do, however, assume liability

a) for services, which include the carriage of the customer from the advertised place of departure to the advertised destination, interim transport during the journey and accommodation during the trip;

b) for any damages you incur due to our failure to inform, advise or make proper arrangements on your behalf.

13. EXCLUSION AND EXPIRY OF CLAIMS

13.1 You must make any claims for our failure to provide the event experience as agreed in the contract within one month after the scheduled end date of the event. Claims may be made against us only at the address given below. After the deadline, you may only assert claims if you have been unable to make such claims for reasons beyond your control.

13.2 Any claims resulting from injury to life, limb or health and caused by the negligent breach of duty of one of our legal representatives or agents must be made within two years. This also applies to claims for compensation

for other damages based on the breach of our duty due to our gross negligence or that of one of our legal representatives or agents.

13.3 If negotiations are pending between us and you concerning your claims or the circumstances behind the claims, the limitation period is extended until such time as we or you indicate our refusal to continue said negotiations. The limitation period shall expire no earlier than 3 months later.

14. PRIVACY

Your data and that of your fellow participants collected, is used exclusively to provide the contracted services and customer care.

15. CHOICE OF LAW

This contractual relationship is solely governed by Spanish law. This also applies to our entire legal relationship. If you file any complaints against us in a foreign country for causes not used in Spanish law, the legal consequences, especially the nature, scope and amount of damages, shall be as set forth in Spanish law.

17. JURISDICTION

17.1 You may sue us only in the courts with jurisdiction over our head office.

17.2 We may sue you in the courts with jurisdiction over your domicile. For complaints against customers or partners of an event contract who are entrepreneurs, legal entities organised under public or private law, or persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is not known at the time the action is filed, the place of jurisdiction shall be our head office.

18. OTHER/SEVERABILITY

The invalidity of individual provisions of an event contract, including these terms and conditions, do not invalidate the entire event contract.

19. ORGANISER

CELEBREAK, S.L.

Calle Bruc, 149

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