

## **DISCLAIMER**

### **1. General Information**

The Turisme de Barcelona Consortium (hereinafter, BARCELONA TURISME) is a public entity with legal personality. The creation of BARCELONA TURISME was approved by an agreement, dated 8th September 1993, between Barcelona City Council, the Barcelona Chamber of Commerce, Industry and Shipping and the Barcelona Promotion Foundation, published in the Official Gazette of the Province of Barcelona (BOPB), no. 310, on 28th December 1993. BARCELONA TURISME operates with tax identification number (NIF) P-5890003-F.

### **2. Contact Details**

Postal address: Passatge de la Concepció, 7-9 08008 Barcelona  
Phone: +34 93 368 97 00  
Opening times: 9am to 2.30pm and 3.30pm to 6.30pm (Monday to Thursday)  
9am to 3pm (Friday)  
Email address: info@barcelonaturisme.cat

### **3. Terms and conditions of use**

The present terms and conditions of use and access (hereinafter the Terms and Conditions), have as their purpose to regulate the relationship between the Website owner, as the service provider, and those Users who access, browse and enjoy the service offered (hereinafter, referred to individually as the User, or collectively as the Users). If the User continues to browse and use the services we offer via our Website, they unreservedly accept the present Terms and Conditions.

The Website owner reserves the right to alter the present Terms and Conditions at any time and at its sole discretion, and for this reason we advise the User to check them frequently.

### **4. Intellectual and industrial property**

#### **4.1. Legal protection of contents**

The Website owner is also the holder of the rights to exploit the intellectual and industrial property of the Website, including all the contents and elements therein (namely, texts, images, audio and video) available via the Website, as well as those hosted by third-party sites, either because they are owned by these sites, or because these sites have obtained the necessary rights for their use. Likewise, the owner has obtained the necessary permission concerning the image rights of those people appearing on its Website.

None of the contents of this Website may be reproduced, copied or distributed, in any form or by any means, without the prior permission of the copyright owner. Under no circumstances shall it be understood that access and browsing by the User entails the waiving of, transferral, licensing or total or partial granting of these rights by the Website owner. It is also forbidden to modify, copy, use, reuse, exploit, reproduce, communicate publicly, transfer, process or distribute all or part of the contents and elements from the Website for public or commercial purposes, without the express permission of the owner.

Therefore, in accordance with the previous paragraph, the User may, in addition to viewing the contents and elements of the Website, make copies on paper, digital copies or downloads provided that they are purely and exclusively for their personal and private use.

No contact details of the copyright owner (postal address, email address) may be used in order to send any kind of commercial communication, unless the necessary permission established by law has been obtained.

## **4.2. Associated trademarks and logotypes**

The trademarks and logotypes displayed on this Website belong to their owner/s or third parties and are included on the Website with their permission.

Browsers of the Website are not permitted to use these trademarks, logotypes and other proprietary notices without the express permission of the relevant owner.

## **5. Responsibility**

### **5.1. Website suspension**

The running of the Website is based on the servers used by the service providers connected by public and private communications infrastructures.

The Website owner shall make every effort to ensure it runs properly. However, it cannot guarantee that there will be no interruptions to the service for technical reasons, or due to repairs and/or maintenance work, lack of coverage, faults in the system and/or networks necessary to transmit the data that are beyond its control.

This means that access to the Website may be suspended due to force majeure (causes that cannot be anticipated and/or are beyond its control) including, but not limited to, the points listed below:

- a. Power cuts, faults and outages in the electricity supply and faults on the telephone network,
- b. Virus attacks on the servers hosted by the Website,
- c. Errors by Users when accessing the Website,
- d. Fire, floods, earthquakes and other natural events,
- e. Strikes or other labour disputes,

- f. Armed conflicts or other circumstances beyond its control.

The Website owner shall be exempted from all responsibility should any of the above circumstances arise.

## **5.2. User responsibilities**

The User will access and use the Website at his/her own risk and agrees to use it in accordance with current legislation and the applicable ethical codes, as well as the Terms and Conditions of use.

Failure to comply with any of the rules set out in these Terms and Conditions or the current legislation they are governed by, will result in the User being liable for any damages suffered by the Website owners and/or any of its affiliates as a result of such a failure, regardless of whether this involves an illegal act, administrative sanction, crime or misdemeanour. The Website owner will be able to hold them liable in the corresponding sphere in which the breach has taken place: civil, administrative, labour or criminal.

## **5.3. Owner responsibilities**

The Website owner shall not be held liable for any loss or damage caused to the User or third parties as the result of a breach attributable to the User or in connection with any changes made to the User's computer equipment and their inability to use the Website.

Likewise, the Website owner shall not be liable for any loss or damage caused by a virus or any other infections of the User's computer equipment, misuse of the Website by the User or security errors resulting from malfunctions in the User's computer equipment.

## **6. User obligations**

The User shall not, at any time, change, alter or delete any data, information, contents or element featured on the Website.

The User shall use the services we place at their disposal in a careful, proper and legal manner. Under no circumstances shall the User download or disseminate racist, pornographic or xenophobic content or propaganda that defends criminal, violent or degrading acts on individuals and breaches their fundamental rights.

The User shall not include software, viruses, malware or any other elements that are harmful to computer systems and may damage or alter the devices or terminals belonging to the company or other Users.

The User will be solely responsible for the damage caused due to a failure to comply with the conditions and obligations set out in these Terms and Conditions.

The User is forbidden from transmitting, including or disseminating publicity about themselves or third parties through any means available on our Website, unless they have received express permission from the owner.

## **7. Hyperlinks**

The mentions of, or links to third-party websites on our Website are purely informative. The Website owner does not develop or administer these pages, nor is it the owner of the website addresses mentioned, unless expressly indicated otherwise. We, therefore, cannot take any responsibility for any damages resulting from such access or the services these websites provide.

The Website owner authorises the establishment of links and hyperlinks from other websites. Nevertheless, anyone wishing to create a link between their website and our Website must comply with the following conditions:

- a. The website establishing the link shall not feature any illegal contents or information that goes against public decency, good practice, public order or infringes any third-party rights.
- b. It shall not be stated or given to understand that the Website owner has given their express consent to the use of the link or has checked it previously, or approved or recommended the services offered or provided on the website to which our Website is being linked. We therefore recommend that anyone browsing the Website should exercise extreme caution when assessing and using the information, contents and services featured on the links to these sites.
- c. The establishment of a link in no way implies any relationship between the Website owner and owner of the website featured in this link.

## **8. Applicable law and jurisdiction**

BARCELONA TURISME will do its utmost to ensure the Website and its contents are used properly, and will take the necessary legal action, particularly in those cases when its intellectual and industrial property rights have been breached.

In those cases where the Website owner and User involved have submitted voluntarily to arbitration, the Courts of Barcelona will be authorised to resolve any litigation arising therefrom and the parties irrevocably and unconditionally waive any other form of arbitration.