

LEGAL NOTICE

1. General information

The Turisme de Barcelona Consortium (hereinafter, BARCELONA TURISME) is a public legal entity. The creation of BARCELONA TURISME was passed by law, on September 8, 1993, by the Barcelona Municipal Council, the Barcelona Chamber of Commerce, Industry and Shipping and the Barcelona Promotion Foundation, published in the Official Gazette of Barcelona Province (BOPB), number 310, on December 28, 1993. BARCELONA TURISME operates under NIF number P-5890003-F.

2. Contact information

Mailing address: Passatge de la Concepció, 7-9 08008 Barcelona
Telephone: +34 93 368 97 00
Business hours: 9:00 to 14:30 and 15:30 to 18:30 (Monday to Thursday) and
9:00 to 15:00 (Friday)
Email: info@barcelonaturisme.cat

3. General conditions of use

These general conditions of use and navigation (hereinafter, the “conditions”), serve the purpose of regulating the relationship between the owner of the website, as the service provider, and the users who access, navigate and enjoy the service offered (hereinafter, referred to individually as the “user” or collectively as the “users”).

If the user continues to navigate and use the services offered on our website, they accept these conditions of use without reservation.

The owner of the website reserves the right to modify these conditions at any time and at their sole discretion, such that we advise the user to check them frequently.

4. Intellectual and industrial property

4.1. Legal protection of the contents

The owner of the website is also the owner of the rights to the intellectual and industrial property of the website, including all the contents and elements thereof (such as texts, images, audio and video) available from the website, as well as those hosted on

third-party sites, either because they are their property or because they have obtained the proper authorization to use them. Likewise, the owner has obtained the necessary authorizations in relation to the image rights of those who appear on their website.

It is prohibited to reproduce, copy or distribute the content, completely or partially, without express permission by the owner. Under no circumstances will the user's access and navigation imply a waiver, transmission, license or total or partial transfer of said rights belonging to the owner of the website. Likewise, it is prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, transmit, use, handle or distribute in any way, all or part of the contents and elements of the website for commercial or public purposes, without the express written authorization of the owner.

Therefore, in consideration of the previous paragraph, the user may, in addition to viewing the contents and elements of the website, make prints, copies or downloads, provided that those actions are solely for private and personal use.

It is also forbidden to use the owner's contact information (mailing address, email address) to send any type of commercial communication, unless previously authorized as stipulated by applicable laws.

4.2. Associated trademarks and logos

The trademarks used on the website belong to their owner or third-parties who have authorization to use them on the website.

Anyone using the website is prohibited from using these trademarks, logos and distinctive symbols without the authorization of the owner or having a license to use them.

5. Responsibility

5.1. website malfunction

The operation of the website is supported by the service providers' servers, connected by public and private communication networks.

The owner of the website will do everything possible to ensure the correct functioning of the website. However, it cannot guarantee that no interruptions will occur, out of its control, due to technical reasons related to performing maintenance or repair tasks, lack of coverage or issues with the equipment and/or network that is needed to transmit data.

Thus, access to the website may be suspected due to extenuating circumstances (unforeseeable events or planned and foreseeable events that are unavoidable) such as those listed below in an informative, but non-limiting manner:

- a. Power or telephone network failures,
- b. Computer viruses that may affect the website servers,
- c. user errors made in accessing the website,
- d. Fires, floods, earthquakes or other natural disasters,
- e. Worker strike or labor conflicts,
- f. Acts of war or other force majeure events.

The owner of the website shall be exonerated from any responsibility if any of the situations under this stipulation occur.

5.2. user responsibilities

The user shall use the website at their own discretion and risk. By accessing it, the user is obligated to use it in accordance with the applicable legal and ethical provisions and in accordance with these conditions of use.

The breach of any of the terms included in these conditions or laws that protect them will cause the user to be held responsible, to the website owner and/or third-parties, for any damage or prejudice resulting from said breach, regardless of whether this implies the materialization of an unlawful act, an administrative fine or a crime and it will allow the website owner, when appropriate, to pursue legal action in the corresponding civil, administrative, labor or criminal jurisdiction.

5.3. Owner responsibilities

The website owner is not responsible for any damages caused to the users or third-parties resulting from a breach attributable to the user, nor for the alteration of the user's equipment.

Likewise, the owner assumes no responsibility for illegitimate interference caused by computer or any other viruses, regardless of their source, the improper use of the website by the user or security issues due to the incorrect operation of the user's computer equipment.

6. user obligations

The user may not, at any time, modify, alter or delete any data, information, content, or element included in the website.

The user must use the services provided to them in the correct, diligent and lawful manner. The user may not, under any circumstance, share content or propaganda that is racist, pornographic, xenophobic or considered criminal, violent, or degrading to people or their fundamental rights.

The user may not include any computer software, viruses, malware or other harmful agents that could damage or alter the devices or computers belonging to the company or other users.

The user is solely responsible for any damages that may arise from a breach in the conditions and obligations set forth in these conditions.

The user is prohibited from transmitting, including or disseminating advertisements for themselves or third-parties on any part of our website, unless they have received express consent from the owner.

7. Hyperlinks

Mentions on the website made to other third-party websites are purely informative. The owner of the website does not create or administer these pages nor is it the owner of the aforementioned web addresses, unless specifically indicated otherwise. Consequently, it will not be held responsible for the contents that they include, or for any damages or prejudices caused from accessing them or from the services they provide.

The owner of the website authorizes the inclusion of links and hyperlinks from other websites. However, anyone who intends to include a link between their website and the website must do so respecting the following conditions:

- a. The webpage that is linked must not contain any information or content that is illegal, contrary to morals, good customs, public order, or any third-party rights.
- b. It will not be stated or implied that the website owner has expressly authorized any link or has previously supervised, assumed or recommended, in any way, the services offered or made available on the page linked to the website. For this reason, it is recommended that anyone using the website use caution in the assessment and use of information, content and existing services on the linked pages.
- c. The inclusion of a link does not imply, in any case, a relationship between the owner of the website and the owner of the page linked to it.

8. Applicable law

BARCELONA TURISME will monitor the proper use of the website and its contents, exercising the corresponding civil and criminal actions, especially in cases of intellectual and industrial property right infringement.

These terms and conditions are governed by the laws and regulations of the Spanish judicial system. For those cases where voluntary inclusion in a specific jurisdiction is possible, the owner of the website and the user will agree to submit to the Courts and Tribunals of Barcelona.

9. Resolution of conflicts

Any conflicts that may arise between the consumer and BARCELONA TURISME, as a result of in compliance of the contract conditions, will be subject to the provisions of current legislation, under the jurisdiction of the Spanish judicial system.

If any of the terms are considered null or unenforceable it shall be deemed non-applicable and will not affect the validity of the remaining provisions.

We inform you that there is a European online platform for out-of-court settlement of disputes relating to contractual obligations that may arise from contracts of sale or services between a consumer and merchant who reside in the European Union, using an alternative resolution arbitration entity. In the event of a conflict or breach of contract, you may submit a claim online at the designated website, which may be accessed from here: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=ES>