

## **LEGAL CONDITIONS FOR THE PURCHASE OF RCD ESPANYOL TICKETS ON-LINE THROUGH THE WEBSITE**

[www.rcdespanyol.com](http://www.rcdespanyol.com)

The following conditions of purchase and sale have the purpose of establishing the terms and explaining the details of the ticket purchase operation by users who proceed to the purchase by this means, as well as the rights and obligations inherent to the ticket/s being purchased

### **1.General characteristics. Ownership**

The domain [www.rcdespanyol.com](http://www.rcdespanyol.com) is owned by RCD ESPANYOL DE BARCELONA SAD, with registered office at Avenida Baix Llobregat, 100, Cornellà del Llobregat, registered in the Register of Clubs, Associations and Sports Entities of the General Directorate of Sport, of the Department of Presidency, of the Generalitat de Catalunya, in Section 1, Volume I, Folio 333, Entry number 666, sheet 724 and with NIF A-08357139. You can contact RCD ESPANYOL by phone at 932.927.700, or by sending an e-mail to [info@rcdespanyol.com](mailto:info@rcdespanyol.com).

### **2. Formalisation of the purchase.**

From the moment the user makes the purchase order of one or more tickets will be called 'BUYER', and will be obliged as such against RCD ESPANYOL DE BARCELONA SAD which will be the seller. The purchase made over the Internet by the BUYER and received by RCD ESPANYOL DE BARCELONA SAD is of a binding contractual nature. The BUYER must correctly and completely fill in the required data and undertakes not to enter false data. Receipt of the purchase order will be confirmed by e-mail, and from that moment the purchase-sale will be perfected and both parties will be obliged to comply with what has been agreed.

### **3. General conditions governing the purchase and sale of tickets through this site**

[www.rcdespanyol.com](http://www.rcdespanyol.com).

The purchase of the ticket/s represents the acceptance, on the part of the PURCHASER, of the following General Conditions:

A)The date and time of the match for which the ticket/s is/are purchased and the price of these, will be that which will appear on the website at the time of making the purchase. Taking into consideration that the date and time of the match may be modified by the competition organiser unilaterally, the PURCHASER shall be solely responsible for verifying the definitive date and time of the match prior to the match being held. This verification can be carried out through the RCD ESPANYOL DE BARCELONA SAD website ([www.rcdespanyol.com](http://www.rcdespanyol.com)).

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.

C) THE PURCHASER declares that he/she is aware that RCD ESPANYOL DE BARCELONA SAD works with a dynamic pricing policy which implies that the price originally established for the product or service may be altered upwards or downwards depending on supply and demand and the time proximity of the event in question. The BUYER pays the price published on the website at the time of completing his/her purchase, but the price of similar tickets may increase or decrease (for future purchases by third parties) once the

BUYER has made his/her purchase. The PURCHASER shall not be entitled to a refund of the price difference if the price of similar tickets subsequently decreases after the time of purchase. Therefore, the validity of the ticket(s) and the price of the ticket(s) shall be as stated on the website at the time of purchase. The price printed on the ticket/s usually corresponds to its/their face value and not to the purchase price. The PURCHASER shall not be entitled to a refund for having paid a price higher than the face value

D) The purchase of tickets through the official website of RCD ESPANYOL DE BARCELONA SAD 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) saving the file on the computer/mobile phone for later printing. In exceptional situations, for technical and/or security reasons, the ticket printing service may be deactivated, in which case, the PURCHASER must go to the Club's ticket offices at least 2 hours before the match to collect or reprint the ticket(s). In order to collect the ticket/s, the PURCHASER must present at the ticket offices: The credit/debit card with which the purchase was made. In the event of collection by a third party other than the PURCHASER, the PURCHASER must present the credit/debit card with which the purchase was made, the original ID of the PURCHASER and a signed authorisation from the PURCHASER for the collection of the ticket by the third party, in addition to the original ID or passport of the third party collecting the ticket.

E) Once the ticket/s has/have been purchased, it/they will not be exchanged for any other ticket/s nor will it/they be refunded except in the following cases: (i) Cancellation of the sporting event for reasons attributable to the will of the Club. (ii) Cancellation of the sporting event for reasons not attributable to the will of the Club. (iii) Postponement of the event for reasons beyond the control of the Club, but holding the event at a later date. (iv) Postponement of the event due to force majeure, but holding the event at a later date. (v) Cancellation of the sporting event due to force majeure. In all the above cases, RCD ESPANYOL DE BARCELONA SAD will refund the full amount corresponding to the price of the ticket/s but not the management costs/expenses. And such refund must be requested by the PURCHASER within 48 hours of the announcement of the cancellation of the sporting event for which the ticket/s was/are purchased. In cases (ii) and (v) RCD ESPANYOL DE BARCELONA SAD will refund the full amount corresponding to the price of the ticket/s but not the management costs/expenses. And such refund must be requested by the PURCHASER no later than the planned date of the cancelled sporting event. In cases (iii) and (iv) RCD ESPANYOL DE BARCELONA SAD will refund the full amount corresponding to the price of the ticket/s but not the management costs/expenses. Such refund must be requested by the PURCHASER within two working days following the announcement of the change of date and, in any case, before the new date scheduled for the holding of the sporting event. The expiry of the periods established in the 3 preceding paragraphs without the PURCHASER having requested a refund of the amount corresponding to the purchases made shall be understood as a waiver by the PURCHASER of the right to a refund of any amounts that may correspond to them. In no case shall any refund be made beyond the established deadlines. The inability of the PURCHASER to attend the match for reasons beyond the control of RCD ESPANYOL DE BARCELONA SAD and/or an error when making the purchase will not be valid reasons for requesting a refund of the price of the tickets.

F) RCD ESPANYOL DE BARCELONA SAD reserves the right to alter or modify the programme of the event following the indications of the regulatory body of the different competitions held at the facilities of RCD ESPANYOL DE BARCELONA SAD. If a match is cancelled, suspended or postponed, RCD ESPANYOL DE BARCELONA SAD will inform as soon as it becomes aware of it through publication on the website, and it is the BUYER's responsibility to inform himself and verify whether an event has been cancelled as well as the definitive date and time of the match, in the event that it has been postponed.

#### **4. Conditions of access and stay in the facilities of RCD ESPANYOL DE BARCELONA SAD.**

A) RCD ESPANYOL DE BARCELONA SAD reserves the right of admission at all times. The minimum legal age for access to this type of event is 16 years old. Any minor under this age must be accompanied by a responsible adult.

B) For security reasons, at the time of entering the venue, attendees may be searched, and under no circumstances may objects that could be considered dangerous or that are prohibited by current safety regulations at sporting events be brought into the venue. The following conduct is strictly forbidden and, therefore, will legitimise the prohibition of access: - The introduction of alcoholic beverages, weapons, instruments likely to be used as such, flares, fireworks or similar objects. - The introduction and display of banners, symbols, emblems or legends that imply incitement to violence. - Having been sanctioned with the prohibition of access to any sports venue, until the sanction has been extinguished. - Being under the influence of alcoholic beverages, narcotics, psychotropic drugs, stimulants or similar substances.

C) RCD ESPANYOL DE BARCELONA SAD may refuse access to or expel the ticket holder from the ground in the event of non-compliance with these conditions or in the event of disregarding the instructions given by the Club's staff. The denial of access or expulsion may also be carried out in the event that, rationally, it can be foreseen that their remaining in the enclosure would pose a situation of risk or danger to the ticket holder or to others attending the event, the ticket holder being held personally responsible, in all cases, for their own actions and omissions when these cause injury to third parties or damage to materials.

And in any case, of not complying with the conditions of access and permanence in the enclosure foreseen in the law 19/2007, of 11 July, against violence, racism and xenophobia.

D) Any attempt to defraud, subtraction, theft, as well as damage to private property caused directly or indirectly in the facilities of RCD ESPANYOL DE BARCELONA SAD, will legitimise the Club to adopt the measures and initiate the legal actions it deems appropriate against the perpetrators.

E) The use of professional photographic or recording equipment within the facilities of RCD ESPANYOL DE BARCELONA SAD is forbidden unless previously authorised. Laser pointers and animals, except guide dogs, are also prohibited.

F) If the person is a rival supporter in a home supporters' area, he/she may not enter the stadium wearing the away team's clothing or ideology. Failure to comply with these regulations may result in the ban from the RCDE Stadium, expulsion or relocation.

## **5. Use of tickets purchased**

A) The ticket/s purchased to attend sporting events at the facilities of RCD ESPANYOL DE BARCELONA SAD are equipped with different security elements to preserve their validity and authenticity. RCD ESPANYOL DE BARCELONA SAD is not responsible for the ticket/s that have not been purchased at official points of sale or through authorised agents and/or those that have not been printed directly by the PURCHASER through our website. Any ticket that is damaged, torn or shows signs of forgery will entitle RCD ESPANYOL DE BARCELONA SAD to prevent the bearer from accessing the venue. In the case of forgery, RCD ESPANYOL DE BARCELONA SAD reserves the right to take the corresponding legal measures. The ticket/s purchased in this way must be kept in the custody of the purchaser until the day of the event. The PURCHASER of the ticket/s assumes all responsibility in the event of duplicity, photocopying or falsification of the ticket/s, losing all the rights that this grants him/her to access the venue.

B) RCD ESPANYOL DE BARCELONA SAD is not responsible for any loss or theft of tickets. Nor is it responsible for any personal belongings.

C) Illegal resale (or attempted illegal resale) of a ticket constitutes grounds for seizure or cancellation of the ticket without refund or any other form of compensation. In the event that the purchaser is a member of RCD ESPANYOL DE BARCELONA SAD, the club reserves the right to cancel the season ticket. In order to avoid illegal resale, the purchase of tickets may be limited to a maximum number of tickets per person or member and/or per credit card. Purchases made in contravention of the criteria established by RCD ESPANYOL DE BARCELONA SAD and communicated on the website will entitle the Club to cancel the tickets, and the purchaser must be duly notified.

D) The purchase of tickets does not authorise the BUYER to use the tickets, or their content, for advertising, marketing or promotional purposes (including competitions, gifts and/or draws), except with the express written consent of RCD ESPANYOL DE BARCELONA SAD. Failure to comply with this prohibition will legitimise RCD ESPANYOL DE BARCELONA SAD to render the ticket/s unusable and to initiate any legal action it deems appropriate to claim any damages that such conduct may have caused RCD ESPANYOL DE BARCELONA SAD.

## **6. Applicable legislation and jurisdiction**

All disputes or claims arising from the interpretation or execution of this Legal Notice shall be governed by Spanish legislation, and shall be subject to the jurisdiction of the Courts and Tribunals of Barcelona.

## **GENERAL TERMS AND CONDITIONS FOR THE CONTRACTING OF NEW MEMBERSHIP/SEASON TICKET, RENEWALS, AND USE OF THE CARD**

### **1.- Identification of the Owner of the Official Sales Platform**

REIAL CLUB DEPORTIU ESPANYOL DE BARCELONA, S.A.D. (hereinafter 'The Club' or 'RCDE'), with NIF reference A-08.357.139, based at Avda. Baix Llobregat, 100, and included in the Register of Clubs, Associations and Sports Entities of the Directorate General for Sport, of the Department of the Presidency of the Government of Catalonia, in Section 1, Volume I, Folio 333, Registration number 666, file 724.

Telephone: 932.927.727

Email: [info@rcdespanyol.com](mailto:info@rcdespanyol.com)

### **2.- Contracting and Sequence of the Purchase Process**

The User who submits a request through this Website declares that they possess the necessary legal capacity to contract services.

The User undertakes to provide the required data correctly and completely during the application process and not to enter data of third parties without their express consent.

The User declares full and unreserved acceptance of all the General Terms and Conditions of Contract.

By making a membership card or season ticket request, the User accepts the specifications, characteristics, benefits, and conditions of the card or season ticket, which can be consulted here: <https://www.rcdespanyol.com/abonats/es/home>

All payments are subject to: (i) in the case of payment being made by card, the validity of the bank card being verified and other security checks being carried out - any operation that does not pass our verification process may be cancelled; the User must tick the corresponding box to indicate acceptance of the contracting conditions - without acceptance, the transaction cannot be completed; in the event of formalisation of season tickets (duplicated as a member and/or season ticket member), The Club will check the data to guarantee the veracity of the pre-existing data, and reserve the right to revoke the season ticket in case of falsehood, incorrectness of data, an incorrect amount being charged, and in cases of types of members, or subsidised cards -such as family type, among others-, where the mandatory requirements requested by The Club are not documented for in-person validation at The Club's Ticket Offices *a posteriori* of the purchase made through the Website.

### **MEMBER / SEASON TICKET MEMBER REGISTRATION PROCESS:**

- ACCESS: <https://tickets.rcdespanyol.com/index.php/es/altas>
- STEP 1: Selection of card type (MEMBER or SEASON TICKET MEMBER)
- STEP 2: Data Form. If retired, attach supporting document.
- STEP 3: Seat Selection.

Once the seat has been chosen, a summary will appear with your personal data and the seat selected. If you are eligible for a discount, you must contact [abonaments@rcdespanyol.com](mailto:abonaments@rcdespanyol.com), attaching the relevant documentation, before making the payment. The Office will create the file and notify you to proceed with the payment.

Only age discounts are automatically applied during the application process.

- STEP 4: Make Payment.

Enter card details and finalise payment according to the procedure established by the banking entity.

- STEP 5: Operation Result.

Once the payment process has been completed in accordance with the financial institution, 'continue' can be pressed and the system will redirect to the website operation.

- STEP 6: Completion

Confirmation of the completion of the process is shown.

The system sends a payment receipt and card request justification to the applicant's email. A completion notice with the assigned reference number is shown on the screen.

**Minor Registration:** *a minor cannot register, or be registered, without their father/mother/legal guardian, or a guardian chosen by the parents through a signed authorisation, being registered and listed as renewed members up to date with their payment.*

## **MEMBER or SEASON TICKET MEMBER CARD RENEWAL PROCESS:**

ACCESS: <https://tickets.rcdespanyol.com/index.php/es/>

- STEP 1: Access the virtual office with your passkey and PIN.
- STEP 2: Add your ID (DNI) to access personal data.
- STEP 3: Confirm that all your data is correct. This includes your address, email, etc.
- STEP 4: Access Renewal, in the left menu, and proceed with payment by card or financing.
- STEP 5: Operation Result.

Once the payment process with the financial institution has been completed, 'continue' can be pressed and the system redirects to the website operation.

- STEP 6: Completion

Confirmation of the completion of the process is shown.

The system sends a payment receipt and card request justification to the applicant's email.

## **3.- Prices, Means of Payment, Shipping and/or Handling Costs**

The prices of our products are expressed in euros, with taxes included. The price does not include shipping costs for new registrations or renewals made through the virtual office, nor management costs for new registrations or renewals at our PAS office. Payment can be made using one of the following methods:

**DEBIT AND CREDIT CARD (VISA, MASTERCARD, SERVIDER):** payment by debit/credit card is made through the secure payment gateway of the financial institution. Through this payment method, we do not collect or handle any User data related to their card number. All data is processed directly by the corresponding financial institution, thus offering the greatest security and confidentiality in the transaction. When the User has completed the registration or renewal process, they will receive the card at their home address within 10 business days, or they can download the digital card through the official APP (IOS – Android) and from the website (Members Area) by accessing it from a mobile device. The digital season ticket will allow access to the RCDE Stadium.

*How to download the digital card*

1. Access through the Members Area or through the Club's APP (download the APP here IOS – Android).
2. Identify yourself with your passkey and PIN and, subsequently, validate with your ID (DNI).
3. Click on the DIGITAL CARD tab and download it to your wallet or app wallet.

**BANK DIRECT DEBIT:** If the User wishes to pay by direct debit, they must enter their bank details in their area of the Virtual Office, before the charge date established in the renewal campaign.

The User will receive their card at the address listed in their area within the Virtual Office, within 10 business days of the bank charge being made. They can also download the digital card through the official APP (IOS – Android) and from the website (Members Area) by accessing it from their mobile device.

This method has no shipping or handling costs.

**Important:** *If the receipt is returned, the return costs will amount to 7 € upon renewing the card again. If the digital card has already been downloaded, it will expire on the device until payment is made.*

**FINANCING:** through CaixaBank Payments & Consumer, E.F.C. E.P., S.A.U. (Financing is available over 3, 6, or 9 months, with interest on the opening fee of 2.5, 3.5, or 4.5%).

#### **4.- General Conditions for the Purchase/Renewal/Use of the Member/Season Ticket Member Card and Access to RCDE Stadium Facilities**

It is mandatory to have a valid access pass, either in physical or electronic format, which must be shown upon request by any employee of the entity, as well as by private security.

Illegal resale of a season ticket, or the attempt of illegal resale thereof, constitutes sufficient grounds for the seizure or cancellation of said season ticket without the right to reimbursement or any other type of compensation.

The season ticket holder assumes all responsibility in case of duplication, photocopy, or falsification, losing all rights to access the venue.

To carry out any type of operation related to the member or season ticket member card, the card holder must be present, provided the holder is of legal age, or failing that, the legal guardian of the minor. Operations related to the card are understood as the transfer and payment of supplements for it according to the card category and the person who is going to use it; transfer or purchase of tickets; purchase, handling, and delivery of the free ticket; modification of any personal data, both in person and remotely; purchase of tickets for away trips and any other handling related to the use or possession of the card.

In accordance with the venue regulations, the organisational staff may request you to strictly occupy the seat indicated on your season ticket. This is essential to comply with capacity requirements and maintain the correct distribution of attendees.

### **Card Modalities and Lending to others:**

#### *Membership Card*

- Senior Member (this card does not allow access to the RCDE Stadium).
- Child Member (this card does not allow access to the RCDE Stadium).
- U5 Member (Alevín) (this card allows access to the RCDE Stadium, without a seat, for children aged 0 to 5 years).

#### *Season Ticket Membership Card*

- U5 Member (Alevín): transferable only to another person in the U5 member category, without having to make any prior supplementary payment.
- Child Member (Infantil): transferable to U5 member and to another person in the Child member category, without having to make any prior supplementary payment.
- Junior +16: transferable to a U5 member, Child member, and to another person in the Junior +16 category, without having to make any prior supplementary payment.
- Junior +21: transferable to U5 member, child member, junior +16, and to another person in the Junior +21 category, without having to make any prior supplement payment.
- Pre-Adult +28: transferable to any person indifferently, without having to make any prior supplementary payment.
- Adult: transferable to any person indifferently, without having to make any prior supplementary payment.
- Pensioner: transferable to U5 member, Child member, Junior +16, Junior +21, and to another person in the Pensioner category, without having to make any prior supplementary payment.

#### *Parking Card*

- This will only be valid on match days corresponding to official competitions in which the club participate, and cannot be used in other types of events (whether



sporting or not). It may be requested upon access along with the rest of the necessary documentation.

- The transfer of the Adult category card can be done both by physically handing over the card and online through the Members Area. To transfer the card of the same category, or to a lower category, but different from Adult -for example: Junior category to another fan of the Junior category-, this can only be done by physically handing over the card. If the card transfer is to a higher category -for example, from Child Member to Pensioner-, the season ticket holder can make this transfer from the Members Area after paying the corresponding supplement.
- In the case of wanting to transfer any card type to a person with a higher category, the payment of a supplement will be necessary prior to using the card for stadium entry. Once the card has been used to enter the stadium, it cannot be used to make the supplement payment or transfer and, therefore, no person will be able to enter with this card.
- The price of the supplement according to the match category and the type of season ticket is:

Season Ticket Type	Category 1*	Category 2-3*	Category 4*
U5 Member (Alevín)	100€	20€	15€
Child Member (Infantil)	100€	120€	10€
Junior +16	100€	15€	10€
Junior +21	100€	15€	5€
Pensioner	100€	5€	5€

\*Category 1: Real Madrid, FC Barcelona.

Category 2: At. de Madrid, CF, Sevilla FC, Athletic Club, Real Betis, Girona FC.

Category 3: Real Sociedad, Villarreal CF, Deportivo Alavés, Valencia CF.

Category 4: CA Osasuna, RCD Mallorca, Elche CF, Rayo Vallecano, RC Celta de Vigo, Real Oviedo, Getafe CF, Levante UD.

The buyer's inability to attend the event for reasons beyond the club's control and/or error when making the purchase will not be valid reasons to request a refund of the ticket price.

The club are not responsible for any loss or theft of membership and season ticket cards. The cost of a duplicate will be 10 €.

The section and seat will be chosen by the Season Ticket Holder during the purchase process and can be modified through the Private Area when seats are available, within the enabled periods.

Purchases are final and returns will not be accepted. The Club reserve the right of admission. Members under 16 must be accompanied by a responsible adult.

In certain matches, fans may be relocated or grouped, in order to comply with the mandatory separation of rival fans, as provided for in Law 19/2007, whether or not they have been declared high risk.

The acquisition of the status of member and season ticket holder at RCDE implies the express acceptance of the Regulations governing the general regime of access and permanence in sports shows and events organised or managed by RCDE and the disciplinary regime for members, season ticket holders and groups linked to the Club. You can consult this via this link:

[https://www.rcdespanyol.com/assets/docs/Reglamento\\_RCD\\_Espanyol.pdf](https://www.rcdespanyol.com/assets/docs/Reglamento_RCD_Espanyol.pdf)

## **5.- Access Documents**

Only the card or ticket in its physical form, official digital document, or its variants available on the APP, NFC, or Wallet will be valid for entry to the stadium.

Photos, images, screenshots, or photocopies of tickets or cards will under no circumstances be considered a valid document for stadium access.

## **6.- Information and Enquiries**

For any questions or incidents related to the purchase process, do not hesitate to contact us through our email address [abonaments@rcdespanyol.com](mailto:abonaments@rcdespanyol.com) or through the "Contact us" section of the Members Area.

You can also contact us at the telephone number and postal address indicated in the header, during business hours.

## **7.- Validity of the Terms and Conditions of the Contract**

The Terms and Conditions of the Contract in force at any given time will be those currently available on the website.

## **8.- Applicable Law and Jurisdiction**

All disputes or claims arising from the interpretation or execution of these General Terms and Conditions shall be governed by Spanish law, and the parties submit to the jurisdiction of the Courts of Cornellà de Llobregat, waiving any other jurisdiction that may correspond to them.

## **9.- Vacate your seat for the Club**

The Club offer the possibility to "Vacate your Seat," a tool with which you can obtain a financial reward if you cannot attend a match.

*How does it work?*

- You can make your seat available to The Club through your Members Area (Free up seat section).
- Once vacated, the card will be invalidated for stadium entry.
- If you have vacated your seat and do not reverse the decision, your card will remain invalidated and the seat will remain for sale until the start of the match and you will not be able to access the stadium.

- Financial distribution.
  - Season Ticket Holder: 40% of the base ticket price.
  - RCD Espanyol: 60%.
- In your Members Area, you will find the Accumulated Balance section, where the corresponding balance will be reflected 72 hours after the match ends.
- The accumulated amount can be discounted from the renewal of your season ticket for the next season (up to a maximum of 50% of the total price).
- Vacating the seat does not count as attendance.
- This option is not available for the Grada de Animación, VIP Zones, and PRM (People with Reduced Mobility) Zones.
- The Club reserve the right to handle the sale of the seat.

#### **10.- Grada de Animación Conditions**

By virtue of these conditions, RCDE may not approve the renewal request for the special season ticket of the "Grada de Animación" for the following two (2) sporting seasons, if the season ticket holder fails to attend four (4) matches during the season.

This condition is expressly and reliably accepted by all season ticket holders in the Grada de Animación area, and the season ticket holder will not be entitled to a refund of the amount paid.