



## Privacy Policy

### GENERAL CONDITIONS FOR ACQUISITION AND USE OF TICKETS

In order to acquire tickets through this service it is necessary for the buyer to specifically read, agree and accept the present General Conditions that have a contractual nature, acquiring the status of buyer and thus agreeing to comply with the terms and conditions outlined below. In the event that the buyer yields his ticket to another user, he/she assumes full responsibility of the knowledge and fulfilment of this condition of the present General Conditions.

Athletic Club reserves the right to modify the present General Conditions, its location on the Web or transfer to a different Website, as well as any other type of application at any time. This modification will be effective for the buyers or users by means of the publication in the corresponding website, which will serve as notification to such effects.

#### 1. – Parties to the contract. –

The website [www.athletic-club.com](http://www.athletic-club.com) is property of ATHLETIC CLUB, headquartered in Bilbao, Alameda Mazarredo, 23, Ibaigane Palace, and CIF G-48/074.264, registered in the Registry of Associations with number 617, thus enabling the acquisition of tickets through the site for various activities in which Club's teams participate. For any questions, claims or additional information, please contact the Club offices, which will act as sales agent, through:

Address:

Athletic Club

Alameda Mazarredo, 23

48009 Bilbao

Telephone: 94 424 08 77

E-mail: [webmaster@athletic-club.net](mailto:webmaster@athletic-club.net)

The formalization of the purchase demands that the buyer correctly fills in all the required information, committing him/herself to not introduce third party information. The buyer takes full responsibility for the validity and authenticity of the data introduced and its consequences and damages that may otherwise arise. Once the forms and procedure have been duly completed on the website, the sale will be considered formalized.

#### 2. - Celebration of the match and Ticket selection. –

The match will take place on the date and schedule indicated on the Website. However, the date and time can be modified by the organizing entity or in its case by the club unilaterally, corresponding to the purchaser of the ticket to previously verify this information.

Once the acquisition process is completed you will not be able to cancel or modify the order, which is why the purchaser is responsible for properly verifying the price, number of seats and the location, before accepting.



The acquisition process allows the buyer to visualize the location of the seat in relation to the stadium and the condition it presents, before formalizing the purchase; reason why no prior claims will be accepted, during or after the match, based on the lack of suitability or characteristics or limitations of the chosen seat.

To this end, the purchaser takes responsibility to verify the aptitude of the seat in relation to the conditions of the attendees or users of the tickets (age, height...).

The Club will not be liable for possible differences in prices with other means or sales channels. The Club will not be liable for the possible mistakes or incidences that may take place during access or operation of the Website.

The buyer takes full responsibility for verifying the selection made. Once the ticket purchase has been formalized, no substitution, reimbursement or refund of the established amount will be allowed, even when it is not possible for the buyer or recipient of the tickets to attend the match or an error was made on his/her part while making the purchase.

### 3. -Validity, use and duplication of tickets. -

The tickets that are acquired to attend Athletic Club team's match present diverse elements with the objective of guaranteeing their validity and authenticity. The club reserves the right to deny entry to the stadium to any person who presents a damaged or falsified ticket. In the latter case, the club will be able to initiate the appropriate legal actions. Athletic Club does not take responsibility for tickets that have not been acquired through this Website or at any of the official sale points.

The buyer takes responsibility to safeguard the ticket until the moment of access to the stadium, thus assuming full responsibility in case of loss, destruction, deterioration, robbery, deviation, duplicity, falsification..., which will entail the loss of rights among other consequences that the original ticket grants to be able to access the stadium. In any of these cases the ticket will not be replaced.

As buyer of this ticket you are the only person responsible for guaranteeing that no one duplicates it. In case two copies existed, the one used to access the stadium in the first place will prevent later access to any other copy.

The resale of tickets is strictly prohibited, while it may constitute just cause for cancellation of the same without compensation or refund of any kind.

It is likewise prohibited to use tickets for marketing or publicity (drawing of lots, contests, promotions...), without the prior and express consent on the part of the club. Non-compliance will legitimize the club to annul the tickets and initiate appropriate legal actions.

Notwithstanding the foregoing, in accordance with that established in Article 17 of Royal Decree 203/2010, of 26 February, by which the Regulation of Prevention of violence, racism, xenophobia and intolerance in sports is approved, the following conditions will be applied as to the use of tickets:

#### Article 17 - Obligations of spectators with respect to entrance tickets

1. Each person who pretends to access a sports complex must possess an individually-issued entrance ticket, a multiple ticket, season ticket or any other title that authorizes the interested party access to one or more event



2. Spectators must occupy the seat and area that corresponds with the entrance tickets they are holding.
3. Each spectator must conserve his/her entrance ticket until they exit the sports complex, having to present it upon request to any employee or collaborator of the organizer, as well as to the State Security Forces.
4. If a spectator does not present the entrance ticket when asked to do so, he/she will have the option of purchasing one at the box office, by paying full face-value if any are available. Otherwise, he/she will have to abandon the sports complex immediately.
4. - Conditions of access and stay. –

The buyer of this ticket shall be responsible for the correct behaviour of the end user within San Mamés, thus assuming the consequences that inappropriate behaviour could entail.

Also, the ticket holder is subject to the existing legislation on the matter of prevention of violence in sporting events and specifically Article 6, 19/2007, dated 11 July, against violence, racism, xenophobia and intolerance in sports, which indicates that:

#### Obligations of spectators and attendees to competitions and sporting events

##### Article 6 - Access conditions for the venue

###### 1. It is prohibited:

- a) To introduce, possess or use any type of weapon or object that could produce the same effects, as well as flares, firecrackers, explosives or, in general, any inflammable product whether it be smoke producing or corrosive.
- b) To introduce, exhibit or elaborate placards, flags, symbols or other signals with messages that could incite violence or in whose virtue a person or group may feel threatened, insulted or harassed because of their ethnic or racial origin, religion or beliefs, disability, age, sex or sexual orientation.
- c) To incur in violent, racist conduct described as xenophobic or intolerant in the first and second paragraphs of Article 2.
- d) To access the sports venue while under the influence of alcohol, toxic drugs, narcotics or psychotropic substances.
- e) To access the sports venue without a valid ticket.
- f) Any other conduct that, established in regulations, determines when/if it can contribute to promote violent, racist, xenophobic or intolerant conduct

###### 2. All spectators and attendees to competitions and sporting events are obliged to be submitted to the pertinent controls for verification of the conditions referred to in the previous section, and in particular:

- a) To be recorded by means of closed circuit television in the area surrounding the sports venue, in its access as well as in the interior.
- b) To be put submitted to personal searches aimed at verifying the obligations contained in letters a) and b) of the previous section.

###### 3. Entrance will be denied to any person who incurs in any of the conducts indicated in the previous section, as long as he/she does not change attitude or is involved in any of the grounds for exclusion.

Athletic Club reserves the right to refuse admission and, as previously stated, access to the sports complex can be denied to any spectator/attendee that attempts to introduce alcohol, weapons, objects susceptible to be used as such, flares or similar, as well as any person who is under the effects of alcohol, toxic drugs, narcotics or psychotropic substances. Concretely, in accordance with that established in Article 20.2 of Royal Decree 203/2010, previously cited, we also inform that this sports complex is a video-controlled zone for the safety and security of our attendees and match participants, by refusing access to the sports complex or his/her permanence within the same, at least, due to:

- a) To participate in arguments, altercations, brawls/fights or any type of public disorder.



- b) To introduce, possess or use any type of weapon or object that could produce the same effects, such as blunt sharp/cutting elements or weighing over 500 grams/millilitres which could be used as projectiles, such as foods in rigid containers, bottled drinks or their packaging.
- c) To introduce or be in possession of flares, firecrackers, explosives or, in general, any inflammable, smoke-producing or corrosive products or any type of pyrotechnics.
- d) To be under the effects of alcohol, narcotics, psychotropic medications, stimulants or analogous substances.
- e) To introduce or sell any type of alcoholic beverage, narcotics, psychotropic medications, stimulants or analogous, substances.
- f) To introduce, exhibit or elaborate placards, flags, symbols or other signals with messages that could incite violence or terrorism or in whose virtue a person or group may feel threatened, insulted or harassed because of their ethnic or racial origin, religion or beliefs, disability, age, sex or sexual orientation.
- g) To chant or sing expressions, sounds or attitudes that could incite violence or terrorism, or that pretend to harass a person or group because of their race or ethnic group, disability, religion or beliefs, age, sex or sexual orientation.
- h) To burst into the playing field.
- i) To be sanctioned with the prohibition of access to any sports venue or complex as long as the sanction persists.

And in the same manner, the conditions of permanence shall be those established in Law 19/2007, cited above, and specifically:

#### Article 7 - Conditions of permanence in the venue/complex

1. It is condition of permanence of spectators at a sports complex in sporting events, to not take part any violent, racist, xenophobic or intolerant acts, or that incite any of them, according to that established in paragraphs one and two of Article 2 of the present Law; in particular:

- a) To neither assault nor disturb public order.
- b) To not intone racist or xenophobic chants, sounds or slogans, of an intolerant nature, or that incites violence or terrorism or that supposes any other constitutional violation.
- c) To not exhibit placards, flags, symbols or other signals that incite violence or terrorism or that include messages of a racist, xenophobic or intolerant nature.
- d) To not throw any kind of object.
- e) To not break into the playing field without authorization.
- f) To not possess, activate or throw, any type of weapon or object that could produce the same effect, such as flares, firecrackers, explosives or, in general, any inflammable, smoke-producing or corrosive products, in the facilities or complex where a sporting event is taking place.
- g) To observe the appropriate security measures projected and those that are prescribed by regulations.

2. Also, these are conditions of permanence of spectators:

- a) To not consume alcoholic beverages, narcotics or toxic drugs or psychotropic substances.
- b) To occupy the place and seat that corresponds with the entrance ticket which they hold, as well as to present, upon request, said entrance ticket to the security forces and/or any employee or collaborator of the organizer.
- c) To meet the internal procedures and regulations of the sports complex.

3. The breach of the obligations described in the previous sections will imply the immediate expulsion from the sports complex on the part of the security forces, without prejudice to subsequent responsibility for possible applicable sanctions.

4. Spectators and attendees to competitions and sporting events will be obliged to evacuate the sports complex and its surroundings in a timely and safe manner when they are required to do so for security reasons or breach of the conditions of permanence referred to in the first paragraph.



In the case of leaving the stadium, re-entry will not be allowed even with a valid ticket.

The Club reserves all the image and intellectual property rights of the match. The people in attendance at the stadium lend their consent to be recorded as part of the public, freely yielding their image and to all effects to Athletic Club.

It is strictly prohibited to photograph, film or record the match without the express authorization from the Club and the access of pointer lasers or similar, as well as access of animals except those authorized by the Club (guide dogs).

#### 4. - Privacy Policy.-

Pursuant to that established in Organic Law 15/1999, of 13 December, Personal Data Protection, the information provided will be incorporated in a database owned by Athletic Club with the purpose of negotiating the sale of tickets and follow-up until the day of the match, as well as to keep the buyer informed by any means, including electronic, on the information and communications considered relevant by the Club, including those of a commercial nature. However, this option for commercial information on the part of the purchaser can be rejected by enabling the checkbox to that effect during the purchasing procedure. The data of the ticket sale operation itself will be kept for three months from the date of the celebration of the event, with the sole object of being able to attend to possible incidents, claims or clarifications with respect to the same. After this period, the information will be archived for statistical and commercial purposes.

Athletic Club counts on the necessary technical and organizational measures that guarantee personal data security and avoid loss, misuse, alterations or unauthorized access, in compliance with the provisions in Article 9 of the LOPD and Royal Decree 994/1999, of 11 June, whereby the Regulations of security measures of computerized files that contain personal data is approved.

You may exercise your right to access, rectify, cancel or oppose the treatment of your personal data by addressing Athletic Club, Alameda Mazarredo, 23, 48009 Bilbao, or by e-mail at [webmaster@athletic-club.net](mailto:webmaster@athletic-club.net), attaching a copy of your ID (National Document of Identity) or equivalent identification document. GDPR

Athletic Club, G48074264, Palacio Ibaigane, Alameda Mazarredo 23, 48009, Bilbao