



Iberian Motoring Events sl

c/ san Braulio 2 - Local 3

29651 Mijas, Málaga

General Terms and Conditions

Event Pricing

IBERIAN MOTORING EVENTS SL endeavours to ensure that all the information and pricing on our website, in emails and printed literature, is accurate. However, occasionally changes and errors occur and we reserve the right to correct pricing and other written details relating to arrangements in such circumstances.

Sales and other taxes

All prices are subject to taxes which vary by product. You will be charged on confirmation of your booking. At the time of booking all taxes will be finalized and applied to your final invoice and viewable on your final booking confirmation.

IBERIAN MOTORING EVENTS SL accepts payments via credit card and bank transfer. Payment by cheque is not accepted. Credit Card Bookings must be made on our website <https://iberianmotoringevents.com/> using the secure payment facility on the event page. Bank details for payment by transfer are also on the event page.

All credit card payments shall be charged in Euro. Some credit card issuing banks may charge an additional fee for this type of transaction. Check with your bank to see if any fees are applicable.

Insurance

It is strongly recommended that you purchase trip cancellation insurance. It is recommended that you carry a copy of your travel insurance policy stating clearly the company, policy number and 24-hour medical emergency telephone number. Availability of a copy of the policy would be helpful in case of any emergency. IBERIAN MOTORING EVENTS SL shall not be held responsible if you purchase an inadequate insurance policy. You are making your booking in full knowledge that acquiring trip cancellation insurance is recommended.

Last-Minute Bookings

Last-minute bookings (30 – 10 days before the Event start date) are welcome; however, at the time of request, a credit card guarantee of full payment is required. Last-minute bookings

require a minimum of two business days to request and confirm availability. Upon confirmation of availability of a requested last-minute booking, the full credit card payment will be processed. All payments in respect of a last-minute booking are non-refundable.

Participant Responsibilities

When you book your Event, please ensure that all of the information provided by you such as names, dates of travel, and passport numbers is fully accurate. IBERIAN MOTORING EVENTS SL will not be held liable for any loss or inconvenience suffered by you as a result of your provision of inaccurate information.

Possible Alterations

IBERIAN MOTORING EVENTS SL will make reasonable efforts to provide you with your booked tour arrangements, but occasional minor changes can not be ruled out. If we know of such changes sufficiently in advance, we will notify you directly. IBERIAN MOTORING EVENTS SL reserves the right to modify, alter, or substitute all or any part of its services when reasonably necessary or advisable. This may be necessitated due to factors beyond our control, including but not limited to, force majeure events, strikes, weather conditions, disruptions or diversions, floods or earthquakes, as more particularly described in Section 11 (Force Majeure). If it becomes necessary to make such a change, IBERIAN MOTORING EVENTS SL agrees to provide the best commercially reasonable alternative available. We will endeavour to adhere to the specifics set out in the Tour Itinerary; however, circumstances may necessitate alterations, including accommodation changes. Accordingly, all schedules, itineraries, hours of arrival and departure and special programs may be subject to change without notice at any time. Under no circumstances shall IBERIAN MOTORING EVENTS SL or ARM be liable to you for any loss, cost, expenditure, damage or other compensation arising from any reasonably necessary modification, alteration, or substitution of services, subject only to the limited claims in respect of cancellation by IBERIAN MOTORING EVENTS SL set out in Section -Cancellation Policies of this Agreement.

Supplier's Liabilities

IBERIAN MOTORING EVENTS SL acts as an agent for and makes arrangements with hotels, and other third-party service providers (collectively, "Suppliers") to provide you with services and accommodations. Although great care is taken in choosing Suppliers, we are unable to directly control them and therefore you agree that IBERIAN MOTORING EVENTS SL shall not be liable for any Supplier's acts or omissions. The services provided by the Suppliers may be subject to conditions imposed by such Suppliers, and their liability to you may be limited by their tariffs, conditions or other agreements.

Company Liability and Participant Indemnity

The Participant assumes all risks associated with or arising out of your booked event, and you waive and release all claims that you may have or acquire against IBERIAN MOTORING EVENTS SL and each of their respective affiliates, officers, directors, employees, and agents (all of whom are collectively referred to as the "Releasees") arising from or related, directly or indirectly, to the Itinerary, including claims arising from the negligence of any Releasee, and including (without restriction) claims for or arising from personal injury, death, property damage, delay, inconvenience, advertising, misrepresentation, loss of enjoyment, upset, distress, or frustration, whether physical, mental, or otherwise, expenses, travel, or accommodation costs, claims for punitive damages, claims for unjust enrichment, profits, waiver of tort, non-monetary loss, injunctive relief, or any other form of remedy, subject only to the limited claims in respect of cancellation by IBERIAN MOTORING EVENTS SL set out in Section - Cancellation Policies of this Agreement. You hereby indemnify, hold harmless and irrevocably and forever release and discharge the Releasees from any and all such liability.

IBERIAN MOTORING EVENTS SL will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from (i) an act(s) and /or omissions of a third-party not connected with the provision of arrangements and which were unforeseeable or unavoidable; or (ii) any service or facility not arranged by IBERIAN MOTORING EVENTS SL as part of the Itinerary; or

(iii) a "force majeure" event as defined in Section - Force Majeure of this Agreement.

It is expressly agreed and acknowledged as between IBERIAN MOTORING EVENTS SL, and you that each party will perform their obligations under this Agreement and shall be held fully accountable for doing so.

Force Majeure

IBERIAN MOTORING EVENTS SL shall not be considered or deemed to have defaulted under or breached in any way this Agreement, if IBERIAN MOTORING EVENTS SL's performance is prevented or delayed by any act of God, flood, fire, earthquake, disaster, disease, epidemic, pandemic (including COVID-19 and any variant thereof), quarantine, Government Action (defined below), war, civil commotion, attack (including terrorist attack), sabotage, protests, strikes (or other labour relations matters), accidents, weather, traffic, airport conditions, inability to obtain necessary materials or labour, lack of performance by third-party suppliers, or by any other cause of any kind whatsoever beyond IBERIAN MOTORING EVENTS SL's reasonable control (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, IBERIAN MOTORING EVENTS SL's performance of their obligations pursuant to this Agreement will be suspended until the cessation of the Force Majeure Event, and reserves the right to cancel any event scheduled, in whole or in part, to take place during a Force Majeure Event. "Government Action" in this Agreement refers to any governmental or administrative

restriction, action, advisory, order, declaration, ban, guideline, regulation, ordinance or law, whether coming into effect prior to, during or following the consummation of this Agreement. For greater clarity, and without in any way limiting the foregoing, any circumstance in which an Itinerary or portion thereof becomes contrary to any Government Action, including any governmental advisory, shall constitute a Force Majeure Event.

In the event that an Itinerary is cancelled due to a Force Majeure Event, IBERIAN MOTORING EVENTS SL will be unable to offer any refund or price reductions, compensation, or reimbursement of any additional expenses incurred by you as a result of such cancellation or change.

Should a Force Majeure Event occur during a trip, IBERIAN MOTORING EVENTS SL reserves the right to alter the event program as required depending upon the circumstances, without offering any refunds, price reductions or compensation. Specifically, there will be no refund offered for the un-utilized portion of any trip.

Cancellation Policies

Please refer to the Deposit and Refund Schedule below:

Cancellation by IBERIAN MOTORING EVENTS SL :

IBERIAN MOTORING EVENTS SL may, in its sole discretion, cancel an Itinerary or any portion thereof at any time, prior to departure. For any Itinerary cancelled by IBERIAN MOTORING EVENTS SL, other than as a result of a Force Majeure Event, IBERIAN MOTORING EVENTS SL will refund any deposit or other amounts paid by you to IBERIAN MOTORING EVENTS SL, directly or indirectly, in respect of your Itinerary or, where appropriate, a reasonable prorata share thereof. In the event of cancellation of an Itinerary in progress, IBERIAN MOTORING EVENTS SL may refund a prorata amount for accommodation and/or other services paid for and not provided. In no circumstances will IBERIAN MOTORING EVENTS SL be liable to provide or pay for any further payment, compensation, transportation, or accommodation including (without restriction) further transportation to your home or any other location. Except as specifically provided in this paragraph, the cancellation of an Itinerary or portion of an Itinerary by IBERIAN MOTORING EVENTS SL will be subject to the limitation of liability contained in Section - Company Liability and Guest Indemnity of this Agreement.

Cancellation by participant:

If you cancel a confirmed reservation, notification from you must be received by IBERIAN MOTORING EVENTS SL by email to:

reservations@iberianmotoringevents.com.

Please see the Deposit and Refund Schedule for refund policies. Refund eligibility will be assessed per person and based on the date the cancellation notice is first received. There will be no exceptions to the refund policies.

Deposit and Refund Schedule

A minimum payment of 50% of the Tour/Event Entry Fee is required on booking, the balance due 30 days before the Tour/Event start date.

50% of payment made is refundable up to 31 days before the Tour/Event. No refunds are available from 30 days before the Tour/Event.

Requests for refunds must be directed in writing to IBERIAN MOTORING EVENTS SL. Unless stated otherwise, no refunds will be made because of acts beyond the sole control of IBERIAN MOTORING EVENTS SL.

Subject to this Agreement and any applicable international conventions, to the extent permitted by law, IBERIAN MOTORING EVENTS SL shall not be liable for; (i) missed connections, or (ii) any loss or damage incurred by you and/or your luggage arising from the cancellation, non-arrival, lateness, delay or change to your trip or any other service or for any loss or damage arising from such cancellation, non-arrival, lateness or delay. We are not responsible for compensating you for any expenses or losses you may incur as a result of a change or cancellation.

Governing Law

This Agreement and any non-contractual rights and obligations of the parties under or arising from or in relation to your booking and any agreement to which they apply shall be governed exclusively by and shall be construed in accordance with the laws of Spain

Arbitration

The Parties shall make all reasonable efforts to resolve disputes by amicable negotiations and agree to provide frank, candid and timely disclosure of all relevant facts, information and documentation to facilitate those negotiations. If the Parties are unable to resolve their dispute through such negotiations within a period of ninety (90) days, then upon written notice from one Party to the other Party, any such disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by due legal procedure.

Complaints

Should you have any complaints or encounter any problems during your journey with IBERIAN MOTORING EVENTS SL, please bring such issues to the attention of the accompanying Event Director immediately. If your matter remains unresolved, please contact the IBERIAN MOTORING EVENTS SL info@iberianmotoringevents.com, no later than three (3) weeks of your return from the event, providing details of your event and nature of your complaint. Any delay

beyond the stipulated three (3) weeks may adversely impact our ability to investigate and address your complaint and may impact the way in which your complaint is dealt with.

Warranties and Limitations

IBERIAN MOTORING EVENTS SL specifically disclaims all warranties with respect to the Website or your use thereof, express, implied, or otherwise, including without limitation, all warranties of merchantability and fitness for a particular purpose. IBERIAN MOTORING EVENTS SL shall not be liable for any damages resulting from the use or misuse of the Website or the information on the Website. This disclaimer, limitation of liability and exclusions contained herein shall apply irrespective of whether the damages arise from (i) breach of warranty; (ii) negligence; (iii) breach of this Agreement; and (iv) any other cause of action to the extent such limitations and exclusions are not rendered invalid by applicable law. For greater certainty, no warranty or representation is being made to you by IBERIAN MOTORING EVENTS SL in respect to the suitability or safety of any particular destination. The information provided on the Website and in other promotional materials is presented with the understanding and intention that IBERIAN MOTORING EVENTS SL is expressly not providing professional advice of any kind.

Entire Agreement

This Agreement and any additional documents referenced herein or terms posted on the Website relating to the contents hereof together constitute the entire agreement between you and IBERIAN MOTORING EVENTS SL with respect to your Itinerary and supersede any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

Enforceability of Terms

Should any term or provision of this Agreement be held or deemed to be invalid or unenforceable in any applicable jurisdiction, such invalidity and unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other applicable jurisdiction. A finding of invalidity and unenforceability shall be construed in a manner so as to maintain as much of the original intent of the drafting of this Agreement as reasonably as possible. Provisions not otherwise held or deemed to be invalid or unenforceable shall remain in full force and effect.

Privacy and Data Protection

IBERIAN MOTORING EVENTS SL is governed by European GDPR law and is fully committed to protecting the personal information provided to us by you while making your booking and respects and values your right to privacy. IBERIAN MOTORING EVENTS SL is committed to the protection of all personal information collected and used by IBERIAN MOTORING EVENTS SL in

managing and performing our contractual obligations in the delivery and performance of our services.

Please note that personal information (such as your name, address, telephone number, travel details, passport number etc.) that we collect shall not be shared with anyone else, except as required under law. Notwithstanding the foregoing, it will be necessary for IBERIAN MOTORING EVENTS SL to share personal information with our third-party providers who will be providing some of the services to you during your trip, or if we receive an order of the court, a requisition from any governmental or statutory authority, subpoena, or under any applicable law, rule or regulation, such disclosure becomes necessary and unavoidable.

IBERIAN MOTORING EVENTS SL shall take all reasonable measures to protect and maintain the security of personal information provided by you. Please note that in regard to any personal information that is shared by you over electronic means of communication (such as e-mails), we shall not be responsible for the safety or security of such mode of communication and for the personal information provided therein.

Information concerning IBERIAN MOTORING EVENTS SL, its business, products, services, employees, guests, agents, or others on whom data is collected, stored, or processed is the express property of IBERIAN MOTORING EVENTS SL and will be treated by IBERIAN MOTORING EVENTS SL as confidential except for any necessary disclosures required by law.

Acceptance of Agreement

By making and paying for a booking with IBERIAN MOTORING EVENTS SL, you expressly agree with these Terms & Conditions. If you disagree with any part of these Terms & Conditions, then you are free to discontinue your booking.

You:

- i) Agree and warrant that you fully understand, accept and consent to the terms and conditions herein.
- (ii) Specifically, and expressly consent to the collection, storage and usage of my personal information by IBERIAN MOTORING EVENTS SL and its affiliates, including your usage (by the use of cookies, web beacons, program data and booking data) in a manner and for reasons as set out in and consistent with IBERIAN MOTORING EVENTS SL Terms and Conditions.
- iii) Expressly instruct IBERIAN MOTORING EVENTS SL to communicate specific information about you to third parties in accordance with IBERIAN MOTORING EVENTS Terms and Conditions.