

### TERMS AND CONDITIONS

These terms and conditions relate to BCN PRO Soccer programs.

Important Information

Please read Our Terms and Conditions carefully and make sure You understand them before applying to book a place on a program.

#### **BOOKING TERMS AND CONDITIONS**

BCN PRO Soccer School AB (hereinafter referred to as "BCN PRO") has its registered office at Gnejsvägen 75, Västerhaninge, 137 37, Stockholm, Sweden. It is a registered company with company number 559069-4633. Once your booking for a program through this website is accepted by BCN PRO, you enter into a binding contract with BCN PRO.

In these Terms and Conditions:

'Authorised Adult ' means the parent or legal guardian of a Participant.

'program' refers to camps, individual programs, team programs with or without accommodation offered by BCN PRO.

'Participant' means the person for whom a place on a program is booked.

'Booking' means the booking You have placed for a program with BCN ORI through www.bcnprosoccer.com, by phone or by email.

'Deposit' means any such deposit as We may specify or require per Participant for any program.

'Website' means www.bcnprosoccer.com

## 1. Making a booking and pricing

- 1.1 After You book a spot on a program, We will send You a "Confirmation Email" confirming that We have processed Your application. If you paid for the program while registering your application, you will receive an email confirming your payment. All applications are subject to acceptance by BCN PRO in line with these Terms and Conditions. Your offer is accepted by BCN PRO and a binding agreement is created between BCN PRO and You if You have not heard otherwise within 7 days of receiving Your "Order Confirmation Email".
- 1.2 It is important that You check the details in Your "Order Confirmation Email" when You receive it. If You have any questions or any of the information is inaccurate, please contact BCN PRO immediately.
- 1.3 The Website sets out further details of the specific requirements for each program, which You agree that You have read and understood as part of the booking process.



- 1.4 Each booking on a program must be accompanied by payment of the program fee prior to the start. Spots are limited and not paying the fees in time may result in the cancellation of the registration.
- 1.5Participant will not be allowed to attend a program unless all charges for that program have been paid before the program starts and BCN PRO reserve the right to cancel any bookings held on Your behalf after any payment is overdue.
- 1.6 Payment of the Deposit is due when You book a place on a program. BCN PRO shall only send You an "Order Confirmation Email" once BCN PRO has received Your completed application and Deposit payment (or full payment).
- 1.7 Airport Transfer bookings are only confirmed when payment is received following which they are non-refundable.
- 1.8 By booking a place on a program You confirm that:
- 1.8.1 You are legally capable of entering into binding contracts;
- 1.8.2 You are at least 18 years old;
- 1.8.3 You are booking a program either as an authorised adult or as a BCN PRO reseller for an individual participant.
- 1.8.4 You are not booking places on programs which You intend to resell unless You are a BCN PRO Reseller.
- 1.8.5 You have read and accepted the Terms and Conditions defined here;
- 1.8.6 The price of programs and any additional fees BCN PRO may charge will be as stated on the Website from time to time, unless there is an obvious error. These prices and additional fees may change at any time.
- 1.8.6.1 You acknowledge that BCN PRO promotes responsible tourism values during all travel and program-related experiences.
- 1.8.7 You are responsible for arranging and paying for the Participant's travel to and from the program venue. This applies also for the case the player with or without the family gets selected for a program in Spain of any kind.
- 1.8.8 You understand that prices include any applicable Value Added Tax (" VAT"). If the rate of VAT changes before You make any payment due to BCN PRO BCN PRO may adjust the price You pay.
- 1.9 If You are a BCN PRO Reseller then You agree to disclose these Terms and Conditions to the Participant's Authorised Adult and that he or she agrees and accepts that these Terms and Conditions are binding on them as if he or she had applied on behalf of the Participant to book a place on a program.
  - 2. Cancellation and refunds
- 2.1 How to cancel a Booking



To cancel a Booking, You must inform BCN PRO by email to hello@bcnprosoccer.com proof of email dispatch is not proof of receipt. If You do not receive a response within 3 days, You should contact BCN PRO or its representative in the country where the program/event takes place, by telephone.

## 2.2 Our refunds policy

program/events Bookings:

- 2.2.1 If You cancel Your Booking within 30 days of making a booking then, provided the program has not already started or 30 days prior the start, BCN PRO will provide you with a full refund (inclusive of Your Deposit). Registration fees for residence programs will not be refunded.
- 2.2.2 If You cancel Your Booking more than 14 days after BCN PRO has accepted Your Booking, then:-
- (a) If You cancel more than 30 days before the first day of Your program and have paid for the program in full, BCN PRO will refund the amount You have paid for the program, less Your Deposit; or
- (b) If You cancel more than 30 days before the first day of Your program and have not paid for the program in full (e.g. if You have only paid the Deposit), You will not be required to pay the balance for the program, however You will not be entitled to a refund of Your Deposit; or
- (c) If You cancel less than 30 days or less before the first day of Your program You will not be eligible for any refund, including the Deposit; and
- (d) If BCN PRO does not receive Your balance payment on time BCN PRO may cancel Your booking and You will not be due any refund. BCN PRO will notify You of this by email.

Day program Bookings:

- 2.2.3 If You cancel Your Booking more than 14 days prior to the program start date BCN PRO will refund You the full amount that You have paid for the program, less a 50€ administration fee.
- 2.2.4 If You cancel Your Booking 14 days or less from the program start date You will not be eligible for any refund.
- 2.3 Cancellation on medical grounds
- 2.3.1 If the Participant is unable to attend because he or she is ill or injured, BCN PRO will offer You a Voucher for all fees paid, provided that You notify BCN PRO of the illness or injury at least 24 hours before the program starts. BCN PRO will require a letter from the Participant's doctor as proof of the illness or injury before issuing the Voucher. This voucher will be valid for any comparable Booking made on any of Our programs in the same or following year (subject to availability). The Voucher is transferrable to any family member and may be used on any program that BCN PRO offer. Please note that the voucher has no monetary value and cannot be exchanged for cash.
- 2.3.2 Participants who leave early during their program due to illness or injury will receive a pro-rated voucher with a value that is pro-rated to the unused proportion of the program. This can be used as a credit against any Booking on



any of Our programs in the same or following year. The voucher is transferrable to any family member and may be used on any program that BCN PRO offers.

### 2.4 Airport Transfers

- 2.4.1 Our Airport Transfer service, if applicable, must be pre-booked at least four weeks before the start of the program/Event and is only available at the selected airports, dates and times specified on Our program. Once booked and paid, this is non-refundable.
- 2.4.2 You are responsible for arranging and paying for the Participant's flights including any airline fees for an Unaccompanied Minor service should You book one. You must notify BCN PRO of the Participant's flight details, including details of any Unaccompanied Minor service booked with the airline, at least four weeks before the start of the program, by email. Proof of email dispatch is not proof of receipt. If You do not receive a response from BCN PRO within 3 days, You should contact BCN PRO by telephone.
- 2.4.3 You are responsible for complying with all airline requirements. BCN PRO has no obligation to provide a refund or any other assistance where a Participant is unable to board a flight, cannot be released by the Border Agency or attend a program because of Your failure to comply with any such requirement. You are responsible for and will refund to BCN PRO any additional reasonable costs BCN PRO incur as a result of Your failure to comply with any such requirement (for example, if a Participant loses any travel documentation or if an airline refuses to allow an unaccompanied minor to board a flight).
- 2.4.4 If You change flight details after an Airport Transfer has been booked and confirmed by BCN PRO, You must email BCN PRO the changed details immediately and You must also contact Our office to confirm these instructions.
- 2.4.5 You are responsible for, and will refund to BCN PRO, any additional reasonable costs BCN PRO incur as a result of You providing BCN PRO with inaccurate or incomplete flight information (for example, if BCN PRO incur additional airport transfer charges because a Participant arrives on a different flight from the notified flight, or if You fail to disclose to BCN PRO that a Participant is travelling as an Unaccompanied Minor).
- 2.4.6 If You book a flight for an airport, date or time outside of Our selected airports, dates and times as listed on the Website, please note that there will be a surcharge of 250€ payable in addition to the Airport Transfer fee.

# 2.5 Other terms relating to cancellation

2.5.1 If a Participant is refused a visa to enter the country to attend a program BCN PRO will offer a full refund provided that You have taken all necessary steps to ensure the visa is granted in sufficient time to allow attendance on the program. BCN PRO will require a copy of the original documentation issued by the Entry Clearance Officer stating that the visa application has been declined at least 96 hours prior to 12:00pm on the program start date in order to process a refund. This does not apply if the refusal of the visa is for reasons relating to travel restrictions imposed as a result of the Covid-19 pandemic in which case clause 2.5.3 below will apply and a voucher will be issued instead of a refund.

Cancellation by BCN PRO (Force Majeure)



2.5.2 Due to circumstances beyond Our control including insufficient participation, natural disasters such as floods, warfare, security concerns or disease outbreak, BCN PRO may cancel, move or postpone a program. If BCN PRO postpone or cancel a program for any reason BCN PRO will provide You with a Voucher for a place for the Participant at a comparable program at one of Our locations in the same or the following year (but You will not be entitled to a cash refund). If BCN PRO move a program from the advertised location to another location and providing that in Our reasonable opinion the program in the new location will be of comparable quality to the program in the advertised location, then if You wish to cancel Your Booking Clause 2.2 of Our Refunds Policy will apply.

# Cancellation by BCN PRO (Covid-19)

- 2.5.3 BCN PRO shall be entitled to cancel a program at any time up to the start of the program if, in Our reasonable opinion the operation of the program is impossible, illegal or materially difficult or if the operation of the program is likely to be uneconomic due to circumstances arising from the Covid-19 pandemic. BCN PRO may exercise the right to cancel if circumstances arise or are reasonably likely to arise such as a further wave of cases, a further or continuing periods of lockdown or new or continuing Governmental restrictions which, in Our reasonable opinion are likely to a) prevent or restrict travel to the programs by a significant number of participants; or b) make the operation of the program impossible, illegal or materially difficult; or c) render the operation of the program uneconomic. If BCN PRO postpone or cancel a program for reasons defined in this clause 2.5.3 then BCN PRO will provide You with a full refund of all fees paid providing You made the booking after 1st September 2020 and Your booking was not made with a Voucher from a previous year.
- 2.5.4 If BCN PRO move a program from the advertised location to another location and providing that in Our reasonable opinion the program in the new location will be of comparable quality to the program in the advertised location, then if You wish to cancel Your Booking Clause 2.2 of Our Refunds Policy will apply.
- 2.5.5 In all cases where You are eligible to receive a refund or a voucher, BCN PRO will process the refund or issue the voucher within 60 days of notice of cancellation. Refunds will be provided using the same method You used to pay.
- 2.5.6 Please note that if BCN PRO have issued a Voucher to you and you have re-booked with the Voucher and the program for which you have re-booked is cancelled for reasons outside of our control under clause 2.5.2 or 2.5.3 then the Voucher will be carried forward to a new program in the same or the following year.

Cancellation by BCN PRO due to the number of participants

2.5.7 BCN PRO shall be entitled to cancel a program at any time up to the start of the program if, in our reasonable opinion, the operation of the program is likely to be uneconomic due to the number of participants. In this case you are eligible to receive a full refund.

# 3. Fitness and risk of injury

3.1 You must ensure that the Participant is physically fit and able to participate in the sporting activities. If You need any further information on the physical fitness required of Participants or have any doubt that a Participant is sufficiently physically fit to attend a program please contact BCN PRO before Booking a place on a program. BCN



PRO will not issue a refund because a Participant is not sufficiently physically fit to participate in any part of a program.

- 3.2 Please be aware that the physical nature of the program means that there will always be a risk of accidents and injuries occurring. It is Your responsibility to ensure that the Participant is in good health and does not have any medical conditions that may give rise to a risk of injury or physical harm. By making a Booking You consent to the risk of the Participant sustaining reasonably foreseeable injuries arising out of participation in program activities.
- 3.3 It is Your responsibility to tell BCN PRO if the Participant suffers from any physical or mental conditions which may give rise to any special needs or affect their ability to participate in the program. Providing this information will enable BCN PRO to make any reasonable adjustments that may be required to reflect the Participant's physical or mental needs during the program.
- 3.4 BCN PRO may require additional information depending on the medical information supplied to BCN PRO prior to the program.
- 3.5 If a Participant arrives at a program with a medical condition which has not been disclosed or fully disclosed to BCN PRO, or such condition presents itself during the course of the program or the Participant's medical history has not been sufficiently disclosed to BCN PRO to the extent that BCN PRO are able to make an informed judgement on the fitness of the Participant to take part in the program, then BCN PRO may decline to accept the Participant on the program or require the Participant to leave the program, as the case may be.

## 4. Medical Care

- 4.1 In the event that the Participant needs medical attention during any program then You agree to BCN PRO arranging for any appropriate and necessary emergency treatment. BCN PRO will endeavour to contact the Emergency Contact named on the Booking Form or Player Welfare Form to obtain their consent to any decision regarding the arrangement of such treatment. However, You agree that in emergency situations BCN PRO may not be able to contact that person, and may proceed to arrange and consent to such treatment without doing so. In arranging or sanctioning any treatment BCN PRO will take the advice of suitably qualified doctors, clinicians and medically trained staff and You agree that BCN PRO and they are entitled to assume that the medical information You have supplied is complete, accurate and up to date.
- 4.2 Please note that if a child is injured or becomes unwell BCN PRO may, in some cases, reasonably determine that no medical treatment is required, or that only general first aid is required. In each case You acknowledge that BCN PRO are entitled to exercise Our reasonable discretion regarding the need for further medical treatment. Provided that BCN PRO have acted reasonably in all the circumstances (having due regard to the symptoms presented by the Participant while in Our care) You agree that You will not hold BCN PRO liable for any decision not to administer or



authorise further medical treatment for the Participant. For more information on Our liability, please see clause 6 below.

#### 5. Insurance

5.1 It is Your responsibility to ensure that the Participant has adequate travel and medical insurance to cover the costs of any medical treatment that may be required. Your insurance should also cover any additional costs associated with accommodation, travel, transport and/or repatriation to the Participant's home country. The Participant must bring the relevant medical insurance policy documents with them to the program and provide these to program staff at registration.

## 6. Liability

- 6.1 BCN PRO is responsible to You for foreseeable loss and damage caused by BCN PRO. If BCN PRO fail to comply with these Terms and Conditions, BCN PRO is only responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both BCN PRO and You knew it might happen, for example, if You discussed it with BCN PRO or with a BCN PRO Reseller or representative during the sales process.
- 6.2 BCN PRO is not liable for:
- 6.2.1 any losses caused by any breach of Our agreement by any person other than BCN PRO; and
- 6.2.2 any business losses.
- 6.3 Nothing in this clause excludes or limits in any way Our liability to You where it would be unlawful to do so. This includes: liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of Your legal rights in relation to the program.
- 6.4 Please note that any travel or participation carries a risk of illness or infection. As such there is a risk that the Participant will contract Covid-19 (Coronavirus) or another disease as a result of a pandemic, epidemic or ongoing transmission of easily transmissible diseases. It is agreed that providing that BCN PRO has taken adequate precautions in line with the current advice from the local authorities where the program/event is taking place and has not otherwise been negligent BCN PRO will not be liable in the event of infection.
- 6.5 Where an Authorised Adult collects the Participant from the program, that Authorised Adult is responsible for ensuring that the Participant has in their possession any valuables, flight tickets, passport, money or other items that might have been kept by BCN PRO during the duration of the program.
- 6.6 BCN PRO does not accept any responsibility for belongings left with BCN PRO including passports, tickets, cash and valuables



- 6.7 BCN PRO does not accept responsibility for any items belonging to the Participant which he or she has left at the program.
- 6.8 While BCN PRO will endeavour to remind all Participants to pack all their belongings and collect their valuables from the program administrator, BCN PRO take no responsibility for a Participant losing or forgetting their passport, flight tickets or any other items. Any additional costs incurred by BCN PRO on behalf of the Participant including replacement passport, air tickets or other documentation will be charged to you.
- 6.9 Where BCN PRO has reasonable grounds and/or clinical evidence to indicate that the Participant may be suffering from an Infectious Disease BCN PRO may require an Authorised Adult to remove the Participant from the program within 24 hours of the time BCN PRO notify You.

# 7. Visa support letters

- 7.1 If You ask BCN PRO to do so, BCN PRO may provide a visa support letter to assist the Participant in obtaining a visa to enter the country to attend the program. Please note, however, that You will remain solely responsible for ensuring that the Participant is granted a visa to enter the country where the program/event takes place. For the avoidance of doubt, BCN PRO make no guarantee that Our visa support letter will result in the Participant being granted a visa, and accepts no liability if the Participant's visa application is declined or You otherwise fail to obtain a visa.
- 7.2 For the avoidance of doubt, BCN PRO is not liable for any further costs other than pursuant to Our cancellations and refunds policy as set out in clause 2 of these Terms and Conditions.

## 8. Removal of Participants from programs

- 8.1 Participants on programs must adhere to all of the rules and regulations of the program as specified by BCN PRO from time to time including the program Code of Conduct ("program Policies") which will be supplied to all Participants at the start of the program. The program Policies apply at any location where programs are held, and include all oral or written instructions given by the program staff at any location where programs are held. By making a Booking You accept and agree that the program Policies form part of the agreement between us.
- 8.2 BCN PRO treat as a priority the safety and well-being of all Participants attending Our programs. BCN PRO therefore reserve the right to remove from Our programs, without refund, any Participant who does not comply with the program Policies. BCN PRO also reserve the right to remove from Our programs, without refund, any Participant who BCN PRO consider to be generally disruptive or is behaving in a way that may be a danger to or upsetting for others.
- 8.3 BCN PRO reserves the right to ask any Participant to leave the program who is, in Our opinion, not physically or mentally capable of participating safely in the program.
- 8.4 If a Participant is removed from a program it is Your responsibility to organise and pay for any travel, accommodation or other expenses incurred.



### 9. Complaints

- 9.1 It is Our aim to provide the best program experience possible. However, if You are not satisfied with something please inform Our program staff using the contact numbers provided or call our office and BCN PRO will do everything possible to resolve the issue.
- 9.2 When the Participant returns home, if You feel that You need to make a formal complaint, please send a letter or email BCN PRO within 28 days of the end date of the program using the contact details set out in clause 12.2.

## 10. Intellectual Property

- 10.1 The Website together with the form and content of Our marketing materials and including any training documents, scripts and other materials and any intellectual property rights comprised in any of Our services which belong to BCN PRO or Our licensors ("Materials") is protected by copyright and other intellectual property rights and all such rights are reserved.
- 10.2 In respect of BCN PRO soccer programs and Atletico de Madrid program specifically, the names this two brands are known for and other trademarks and logos depicting or referring to or directly associated with BCN PRO soccer programs and Atletico de Madrid are trade marks and logos of BCN PRO soccer programs and Atletico de Madrid. All rights in relation to any trade marks and logos are expressly reserved and may not be used or reproduced without uur express consent.
- 10.3 The Materials may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Materials by any means whatsoever, including by using automated computer programs (including spider or other web crawler programs), without Our express written consent.
- 10.4 All intellectual property and other rights comprised in the form and content of Our programs belongs to BCN PRO Ltd, and no materials or content in relation to any program may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.

### 11. Data Protection

- 11.1 BCN PRO agrees to comply with our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these Terms and Conditions means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation ("Data Protection Legislation").
- 11.2 For further details on how BCN PRO comply with the Data Protection Legislation please refer to Our Privacy Policy.



- 12.1 Certain laws require that some information BCN PRO give You should be in writing. You accept that most communication with BCN PRO will be electronic (occasionally BCN PRO may write to You by letter). BCN PRO will contact You by email or provide You with information by posting notices on the Website. You agree to this electronic means of communication and acknowledge that contracts, notices, information and other communications BCN PRO provide electronically comply with legal requirements that such communications be in writing. For more information on notices, please refer to clause 12.2 and 12.3.
- 12.2 All notices You give BCN PRO must be given to BCN PRO at our office address at <u>08507 Santa Eugènia de</u> Berga, Barcelona, Spain or by email addressed to hello@bcnprosoccer.com
- 12.3 It is important that you keep the contact details that BCN PRO holds for You up to date. BCN PRO may give notice to You via the Website, or by letter or email at the addresses You provide to Us when Booking a place on a program. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and was delivered to the recipient.
- 12.4 The parties agree with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs or the business or affairs of BCN PRO other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. This clause does not apply to information which is:
- 12.4.1 trivial or obvious;
- 12.4.2 already in a party's possession other than as a result of a breach of this clause; or
- 12.4.3 in the public domain other than as a result of a breach of the applicable confidentiality undertaking.
- 12.5 The contract between You and BCN PRO is binding on You and BCN PRO and on the respective successors and assignees of You and BCN PRO. You may not transfer, assign, charge or otherwise dispose of this contract, or any of Your rights or obligations arising under it, without Our prior written consent. BCN PRO may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of Our rights or obligations arising under it, at any time during its term, provided that the person to whom BCN PRO transfer, assign, charge, sub-contract or otherwise dispose of this contract or any of Our rights or obligations arising under it agrees to comply with all of these Terms and Conditions for Your benefit.
- 12.6 If BCN PRO fails to insist upon strict performance of any of Your obligations, or if BCN PRO fail to exercise any of the rights or remedies to which BCN PRO are entitled, this will not be a waiver of such rights or remedies and will not relieve You from compliance with such obligations. A waiver by BCN PRO of any breach by You will not constitute a waiver of any subsequent breach. No waiver by BCN PRO of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to You in writing.



- 12.7 The parties agree that these Terms and Conditions are fair and reasonable in all the circumstances. However, if any provision of these Terms and Conditions is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these Terms and Conditions are held not to be valid the remaining provisions of these Terms and Conditions shall remain in full force and effect.
- 12.8 BCN PRO intends to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this contract. While BCN PRO accept responsibility for statements and representations made by Our duly authorised agents, please make sure You ask for any variations from these Terms and Conditions to be confirmed in writing.
- 12.9 These Terms and Conditions and Your Booking shall be governed by and interpreted in accordance with the laws of Spain and shall be subject to the exclusive jurisdiction of the Courts of Spain.

### 12.10 Responsible Tourism Commitment

BCN PRO Soccer is committed to responsible tourism practices. All participants, families, and partners are expected to:

- Respect local customs, traditions, and communities during their stay and travel.
- Minimize environmental impact by using resources mindfully and disposing of waste responsibly.
- Support local businesses where possible, including accommodations, transport providers, and cultural activities.
  - Protect the cultural and natural heritage of the locations visited.
  - Foster positive and respectful interactions with locals and fellow participants.

By booking a program, you agree to uphold these values and contribute to sustainable and responsible travel.

## 13. Consent

By agreeing to these terms and conditions, I consent to and authorize BCN PRO SOCCER to collect, use, store, share, and disclose my personal data provided in this form and accompanying documents. This data will be used for purposes including, but not limited to, communicating via email and SMS regarding the products and services offered by BCN PRO SOCCER as part of its business operations.

I acknowledge that I may withdraw my consent at any time by contacting BCN PRO

This policy was last reviewed and updated on 15 January 2025