

General conditions for participation in a tourist event

1. General provisions and acceptance of the general conditions of participation

1.1 These general conditions for participation in the package travel are governed by Royal Decree 1/2007 of November 16, which approves the amended text of the Consumer and User Protection Act and other supplementary laws (Spanish Real Decreto Legislativo 1/2007, de 16 de noviembre, cf. el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias) and define the rights and obligations of the Organizer and Participants of the trip. It also includes other documents, if they are provided for a given event. Participant declares that he has read the content of these documents that relate to the selected event and accepts them without reservations.

1.3 Application of the will to participate in the event means acceptance of these GTC.

2. The Organizer

3. The Organizer of the tourist events offered on the website: www.motofiesta.eu is Mr. Damian Dymowski, who runs the Motorcycle Tourism Office based in Spain, (Spanish: "Agencia de viaje") with the license number CV-Mm2377-A, with headquarters in Avenida de los Condes de Soto Ameno 19, 03005 Alicante, Spain.

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3. Booking and conclusion of the contract

3.1 Pre-booking is made by completing and submitting the Application Form on the website.

3.2 After accepting the reservation, the Organizer sends the documents to the e-mail address provided.

3.3 Before the conclusion of the contract, the Organizer will specify the type of documents necessary to participate in the event and the date of their presentation or delivery to the Organizer. Lack of documents or their untimely submission will prevent the Participant from participating in the tourist event and will be treated as a resignation from participation in the event.

3.4 The Organizer is not responsible for errors in the booking due to the Participant's fault or due to unavoidable and extraordinary circumstances.

4 Price of the tourist event

The price of the package was calculated on the basis of exchange rates, transport rates, fuel costs, rates, and taxes in force on the date of publication of the package on the website. Any change in the price of the aforementioned items may lead to an upward and downward revision of the final event price, depending on the aforementioned price fluctuations. The Participant will be informed about any modifications on a durable medium, and the game modification is significant, exceeding 8% of the total price may resign from the trip without any penalty or accept the price modification.

4.2. Under no circumstances may the price set out in the Agreement be increased within 20 days prior to the commencement of the tourist event.

5. Form of payment

5.1 When making a reservation, an advance payment of 50% of the total amount of the tourist event should be made.

5.2 The advance payment is fully refundable in the event of the Participant's resignation from participation in the event at least 60 days before departure, then in the amount of 50% of its value within 59 to 30 days before, and in the amount of 25% within 29 to 7 days before.

5.3 The remaining amount should be paid no later than 7 days before the start date of the tourist event, unless the participation contract provides otherwise.

5.4 The advance payment is made by bank transfer to the account number provided by the Organizer.

5.5 Failure to pay within the prescribed period is tantamount to resignation from participation in the tourist event and loss of the advance payment

5.6 The remaining amount is paid in the form specified in the contract for participation in the tourist event.

6. Withdrawal from the contract for participation in a tourist event

6.1 The Participant has the right to resign from the tourist event at any time.

6.2 Resignation from a tourist event involves the payment of a reasonable withdrawal fee to the Organizer, which corresponds to the price of the tourist event minus the saved costs or for the alternative use of the tourist services.

6.3 At the Participant's request, the Organizer justifies the amount of the fees for withdrawing from the package travel contract.

6.4 The Participant has the right to withdraw from the package travel contract before the start of the package travel without incurring additional fees in the event of unavoidable and extraordinary circumstances occurring at the destination or its immediate vicinity, which have a significant impact on the implementation of the package or transport of Participants to the destination.

6.5. In the event of the circumstances described in point 6.4, the Participant may only demand the reimbursement of payments made for the tourist event, without any compensation or compensation in this regard.

7. Termination of the contract by the Organizer

7.1 The Organizer may terminate the package travel contract and refund, if applicable, the payments made by the Participant for the package, without additional compensation or redress, if:

a) the number of people who volunteered to participate in the package is smaller than the minimum number of people for a given package, and the Organizer notifies the Participant about the termination of the package travel contract no later than:

- 20 days before the start of a tourist event lasting more than 6 days

- 7 days before the start of a tourist event lasting 2 to 6 days,
- 48 hours before the start of a tourist event lasting less than 2 days,

b) Unavoidable and extraordinary circumstances occur, beyond the control of the Organizer, the consequences of which could not have been avoided despite acting with due diligence and notifying the Participant about the termination of the package travel contract immediately before the start of the package.

c) The Participant fails to comply with the provisions contained in the contract for participation in the event or these provisions.

7.2 The Organizer shall refund the payments made, referred to in paragraph 7.1, within 14 days from the date of termination of the contract for participation in the tourist event, to the indicated bank account.

8. Transferring the booking to another person

8.1 The Participant may transfer his booking to a third party, notifying the Organizer of this in writing no later than 15 days before the start of the trip.

8.2 The person to whom the booking has been transferred will have to meet the same requirements as the Participant and both will be jointly and severally liable for the payment of the price of the package travel and additional reasonable costs of transferring the booking.

9. Change of conditions of the tourist event

9.1 If the Organizer is required to substantially change any essential element of the package, he must immediately inform the Participant.

9.2 In the event of the circumstances set out in point 9.1 before the start of the tourist event, the Participant may choose between terminating the contract without penalty or accepting the change to the contract, which specifies the changes made and their impact on the price change.

9.3 The Participant informs the Organizer about the change referred to in clause 9.2 within 3 days.

9.4 In the event that the Participant fails to notify the Organizer of his decision, it is presumed that the Participant terminates the contract without incurring a penalty.

9.5 If, after the commencement of the package, the Organizer is unable to provide a significant part of the services provided for in the contract, he shall adopt appropriate solutions for the continuation of the package, without any additional fee and, where applicable, reimburse the Participant the amount of the difference between the services provided and contained in the contract. If the Participant continues the journey in accordance with the arrangements provided by the Organizer, it is presumed that he accepts the change of conditions.

10. The Participant's obligation to inform about any breach of contract performance

10.1 The Participant is obliged to immediately report to the Organizer any breaches of the performance of the contract.

10.2 After receiving the notification, the Organizer undertakes to take appropriate steps to resolve the violations.

11. Obligation to provide assistance by the Organizer

11.1 The Organizer undertakes to immediately provide the Participant with the necessary assistance in the event of difficulties as a result of extraordinary and unavoidable circumstances.

11.2 In particular, assistance will consist in providing information on health services, local authorities and, consular assistance.

11.3 If the difficulties arose as a result of willful misconduct or negligence of the Participant, the help provided by the Organizer may be added as an additional fee, which may not exceed the costs actually incurred.

12. The Organizer's responsibility

The Organizer is responsible for non-performance or incorrect performance of obligations under the contract, regardless of whether these obligations are to be performed by the Organizer or by other travel service providers, and is liable for damage suffered by Participants in this regard, unless any of the following occurs circumstances:

- the damage is caused by a third party unrelated to the provision of the services provided for in the contract;
- the damage was caused by the Participant's actions;
- the damage results from force majeure, understood as circumstances beyond the control of the claimant, abnormal and unforeseeable, the consequences of which could not be avoided despite acting with due diligence;
- the Organizer, despite all the necessary diligence, could not foresee or overcome the resulting difficulties;
- the Participant cannot take part for reasons attributable to him, including in particular being intoxicated or not having the required skills and a driving license necessary to participate in a tourist event;
- the Participant does not comply with the provisions of the GTCU.

13. Transport and accommodation

13.1 The Organizer provides the Participant's transfer from the airport to the place where the tourist event begins and from the place where the event ends to the airport unless the participation contract provides otherwise.

13.2 The Participant is obliged to inform the Organizer about the place and time of arrival at the airport no later than 14 days before the date of the planned arrival to the e-mail address provided in the second point.

13.3 Failure to meet the deadline specified in point 13.2 releases the Organizer from liability for the inability to transfer from the airport.

13.4 The quality of the services provided by the accommodation facility will be determined by the official tourism category of the destination

13.5 Rooms or other form of accommodation available to Participants are double rooms, in the absence of an even number of Participants with the Organizer, the last person registering alone may be charged with additional costs related to the booking of a single room.

13.6 Point 13.5 applies accordingly to a Participant who does not agree to accommodation in a double room or other accommodation formula proposed by the Organizer.

14 Mandatory documents

14.1 Each Participant must have valid documents entitled to cross the border required at the time of arrival in the country where the tourist event is organized.

14.2 In the event of refusal to enter the country referred to in point 14.1 due to the lack of appropriate documentation, vaccination certificates, or other requirements necessary to cross the border, the Organizer waives all responsibility for the performance of the contract, which is considered to be terminated due to the Participant's fault.

15 Governing Law and Dispute Resolution

15.1 The applicable law governing the legal relations between the Participant and the Organizer is Spanish law.

15.2 Any disputes arising from the conclusion of the package travel contract will be brought to the courts in Spain, with jurisdiction over the organiser's seat.

16. Additional provisions

16.1 The Participant agrees to the use of his image by the Organizer for marketing and promotional purposes.

16.2 The Participant is obliged to have a valid driving license of the appropriate category for the vehicle he will be using.

16.3 When making the reservation, the Participant declares that his health and mental state allows him to participate in the tourist event.

16.4 The Organizer reserves the right to verify the driving skills of the event Participant. In the event of lack of appropriate skills, for safety reasons, the Organizer may decide to qualify the Participant to an alternative route, appropriate to the skills. A change may be associated with an additional fee, due to the specificity of the route and the depreciation of the motorcycle.

16.5 The Organizer recommends refraining from buying air tickets to the place where the event begins until the minimum number of Participants is confirmed.

17 Insurance

17.1 The Organizer has entered into compulsory basic insurance in AXA Seguros Generales, S.A

17.2 The Organizer recommends purchasing additional insurance (e.g. against the consequences of resignation or loss of luggage)

18 Final Provisions

In matters not regulated, the provisions of the Spanish Royal Decree 1/2007 of November 16, approving the text of the General Law on the Protection of Consumers and Users and other supplementary laws " Real Decreto Legislativo 1/2007, de 16 de noviembre, cf. el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias " will apply.

19. Personal data protection

19.1 The processing of personal data of the Participant takes place in accordance with the Act 3/2018 of December 5 on the protection of personal data and the guarantee of digital rights, (Spanish "Ley Organica 3/2018, de 5 de diciembre, de Proteccion de Datos Personales y Garantia de los derechos Digitales ") and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the Participant acknowledges and accepts that the personal data provided, as well as those that may be transferred in the future in the same purpose, are collected and processed by the Organizer. Personal data was collected by the Organizer in order to provide services for the provision of a tourist event.

19.2 The Participant has the right to withdraw consent to the processing of personal data at any time. Withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.

19.3 In connection with the processing of data by the Organizer, the Participant has the following rights, which may be exercised by contacting the Organizer at the indicated in point. 2 e-mail address:

- access to your data and receive a copy of it
- to rectify (correct) your data
- to delete data
- to limit data processing
- to object to data processing
- for data portability
- to lodge a complaint with the supervisory authority.

The Participant has the right to lodge a complaint with the Spanish Data Protection Agency.

(<https://www.aepd.es/>)

19.4 In order to provide services that are the subject of the contract concluded between the Organizer and the Participant, the Participant's data may be transferred to providers of these services, such as hotels, transport companies, and other suppliers who will process the Participant's data only for the purpose of performing the subject of the contract.

19.5 The Participant's personal data will be stored as long as there is a contractual relationship with the Participant or until the Participant exercises his right to waive, cancel and / or limit data

processing unless the storage of personal data is required by law and the data must be stored by longer time.