

CONDITIONS OF USE OF THE PAU GASOL ACADEMY WEBSITE

1. INTRODUCTION

FUTUR 16, S.L. ("FUTUR") is a commercial company of Spanish nationality domiciled at Còrsega 317, 2º 1ª - 08008, Barcelona, with email address paugasolacademy@paugasol.com, C.I.F. B-63802987 and registered in the Mercantile Registry of Barcelona in Volume 37470, folio 31, page number B-309984.

FUTUR is the owner of all intellectual property rights or any other type on the website (hereinafter, "Website"), whose access and use by users (hereinafter, "User" or "Users") is subject to these conditions of use (hereinafter, "Conditions of Use") and will be complemented by any other legal texts that regulate any functionality, service, process, application, platform or means necessary for the use of the Website or connected to it. .

Please read the Terms of Use carefully. The fact of accessing the Website and using the materials contained therein implies that you have read and accept, without reservation, these Conditions of Use. If you do not agree with all or part of these Conditions of Use, the User must refrain from using the Website.

2. OBJECT

The Website contains material prepared by FUTUR for informational purposes only. The user should take into account that such material may not reflect the most recent legislative or jurisprudential status on the issues analyzed. Likewise, FUTUR reserves the right to modify, expand or reduce the material offered through the Website at any time, informing Users.

In this sense, and without prejudice to the foregoing, FUTUR grants a non-exclusive, non-sublicensable, nor transferable license to the Users to use the Website and its respective functionalities, the content and other functions available therein, which will be subject to the rest of the terms included in these Conditions of Use, as well as any other terms of use and applicable regulations.

3. USER COMMITMENTS

In general, the User is obliged to comply with these Conditions of Use, as well as to comply with the special warnings or instructions for use contained therein and to always act in accordance with the Law in force, morality, good customs and the requirements of good faith and established public order, using due diligence, and refraining from using the Website in any way that could prevent, damage or deteriorate its normal functioning, the goods or rights of FUTUR, the rest of the Users or, in general, from any third party.

Specifically, and without implying any restriction to the previous section, the User undertakes to:

- Provide truthful information about the data requested in the forms provided by FUTUR for access to certain content or services offered through the Website and to keep them updated. FUTUR reserves the right, without prejudice to other legal

measures at its disposal, to withdraw, deny or suspend access to the Website in the event that the data provided is or may be false, inaccurate or misleading. In any case, the User will be fully responsible for the data or content that is transmitted or communicated to FUTUR. In this sense, the User assumes responsibility for any damages that may arise from their improper use.

- Do not introduce, store or disseminate through the Website any program, data, virus, code, or any other electronic or physical device that is likely to cause damage to it, to any of the services, or to any of the equipment, systems, or networks of FUTUR, of any other User, or, in general, of any third party.
- Do not alter, copy, download, modify, decompile, disassemble, reverse engineer, license, rent, sell or imitate the Website, its contents or its underlying software.
- Do not introduce, store or disseminate through the Website any content that infringes industrial and/or intellectual property rights or business secrets of third parties, nor in general any content for which you do not have, in accordance with the law, the right to make it available. third.

4. RESPONSIBILITIES AND WARRANTIES

FUTUR is not responsible for any damages that may arise from interferences, omissions, interruptions, computer viruses, breakdowns and/or disconnections in the operational functioning of the electronic system or in the devices and computer equipment of the Users, caused by causes beyond its control. FUTUR, that prevent or delay navigation through the Website, nor of delays or blockages in use caused by deficiencies or overloads of the Internet or other electronic systems, nor of the impossibility of providing the service or allowing access for reasons not attributable to FUTUR, due to the User, third parties, or cases of force majeure.

However, FUTUR declares that it has adopted and will adopt, where appropriate, all necessary measures within its possibilities and the state of technology, to guarantee the correct functioning of the Website and prevent the existence and transmission of viruses and other harmful components. to the Users.

FUTUR reserves the right to interrupt access to the Website at any time and without prior notice, whether for technical, security, control, maintenance, power failure or any other cause. FUTUR does not control, in general, the use that Users make of the Website.

FUTUR is not responsible for the use that the User makes of the content of the Website that may involve a violation of any type of national or international regulation, intellectual or industrial property rights or any other rights of third parties.

FUTUR is not responsible for any errors or omissions that may occur in their content or others that may be accessed through them. FUTUR cannot be held responsible for any damages derived from the use of the Website, nor for any action carried out on the basis of the information provided therein.

FUTUR does not guarantee the absence of viruses or other harmful elements that could cause damage or alterations to the computer system, electronic documents or files of the

Website user. Consequently, FUTUR is not responsible for any damages that such elements may cause to the user or third parties.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

All Intellectual and Industrial Property rights, as well as all information contained on the Website (including its information, texts, data, images, graphics, designs, source code, software, brands, navigation structures, databases, etc. . and any other content that appears therein) are the exclusive property of FUTUR.

FUTUR grants a non-exclusive, non-sublicensable, non-transferable license to Users to use the Website in its current version, which will be subject to the rest of the terms included in these Conditions of Use, as well as any other terms of use and applicable legislation. The User is only authorized to view and obtain a temporary private copy of the contents for their exclusive personal and private use in their computer systems (software and hardware) but does not authorize them to be subsequently transferred to third parties.

Through these Conditions of Use, no intellectual or industrial property rights are transferred, such as copyright, trademarks, designs or other rights, on the Website or on any of its component elements, except for the limited use license that is granted. grants Users to use the Website in the terms provided herein.

In this sense, the User is expressly prohibited from reproducing, transmitting, transforming, distributing, publicly communicating, making available, extracting, reusing, exploiting, modifying or using any nature, by any means or procedure, of any of them, except in cases where it is legally permitted or expressly authorized in writing by FUTUR.

Users grant FUTUR a non-exclusive, unlimited, full, transferable, free and sublicensable right of use over data that is not personal in nature or data whose personal reference has been deleted (anonymized data).

6. DATA PROTECTION

FUTUR will protect the personal data of Users and use them only to the extent permitted by law or as long as Users have given their consent. Users can find more information about this in the Privacy Policy.

7. THIRD PARTY LINKS

These Conditions of Use refer only to the FUTUR Website and contents, and do not apply to links, web pages and/or third-party applications accessible through it or, in general, any other service provided by third parties. FUTUR cannot control the information, content, products or services provided by third parties that have established links to the Website and access to them through the Website does not imply that FUTUR recommends or approves its content.

Consequently, FUTUR does not assume any type of responsibility that may arise from them. In the event of accessing other networks or computer resources, the User agrees to be bound by the provisions of the corresponding use and privacy policies.

FUTUR offers the User such links and information and/or services solely for the User's convenience, and it is the User's responsibility to read and accept the terms of use and privacy policies published on said linked websites or applications. Its inclusion on the Website does not imply approval of the linked web page by FUTUR.

In any case, FUTUR states that it will immediately remove any link when the content to which it redirects may contravene national or international legislation, morality or public order.

8. MODIFICATIONS TO THE TERMS OF USE

FUTUR reserves the right to modify or update these Conditions of Use at any time, as well as any type of information that may appear on the Website.

9. COMMUNICATION MODES

For the purposes of these Conditions of Use and for any communication that is necessary between the User and FUTUR, they must be sent to the email address paugasolacademy@paugasol.com or the telephone number [+34 648824559].

10. NOTIFICATION OF INCIDENTS AND POSSIBLE INFRINGEMENTS

FUTUR respects the rights of third parties and applicable legislation. The User of the Website is obliged to do the same. If you encounter technical incidents in the operation of the Website or if you find errors, inaccuracies or content contrary to legislation in any of the different sections, you can contact FUTUR at the email address paugasolacademy@paugasol.com.

11. INDEPENDENCE AND INTEGRATION OF CLAUSES

The illegality, invalidity or ineffectiveness of any of the clauses of these Conditions of Use will not affect the effectiveness of the rest, provided that the rights and obligations of the parties derived from the Conditions of Use are not essentially affected. Essential is understood to be any situation that seriously harms the interests of any of the parties, or that affects the very purpose of these Conditions of Use. These clauses must be replaced or integrated with others that, being in accordance with the law, respond to the purpose of those replaced. The parties waive any claim for damages that may be requested due to this circumstance.

12. COMPETENT LEGISLATION AND JURISDICTION

Access to the Website implies acceptance by the User of the provisions of these Conditions of Use. If you do not agree with these Conditions of Use, please refrain from visiting or using the Website. Any dispute relating to them will be governed by common Spanish legislation, with the parties expressly waiving the jurisdiction that corresponds to them, and submitting to the Courts and Tribunals of the city of Barcelona (Spain). If you are a consumer, the courts of your domicile in Spain will have exclusive jurisdiction.

13. RETURN/REFUND POLICY

13.1- Right of withdrawal

You, as a parent/guardian who has requested the participant's registration, have the right to cancel your registration on the Academy campus in any of its modalities during the 14 calendar days following the date of registration.

Communication of the right of withdrawal: You must notify us in writing, for which a "WITHOUT FORM" is provided at the end of these conditions, although its use is not mandatory. Said communication will be valid as long as it is sent within the aforementioned period, and it is not necessary for you to indicate the reason for your withdrawal. Please note that if you are not the parent/guardian who requested the participant's registration, we may need additional information to manage your withdrawal request.

Refund: The amount you have paid will be returned in full within 14 calendar days from receipt of your communication.

In the remaining cases of cancellation, they will be evaluated by the Academy organization and will be resolved individually based on the following sections. Any case not detailed will be assessed as unique by the organization, which will inform you of the result.

13.2- Cancellation of participation

In addition to the right of withdrawal that you have, as a parent/guardian who has paid the amount you will also have, depending on the moment in which you notify us, the possibility of canceling your child's participation, depending on the reason. or justification thereof. Please note that if you are not the parent/guardian who paid the amount, we may need additional information to process your cancellation request.

If you prove that the cancellation is due to a medical reason, a higher amount will be refunded than if you cancel your assistance without a medical reason.

For these purposes, the presentation of a medical certificate advising the participant not to attend the Academy's basketball program due to his or her physical or health condition will be an essential requirement. So:

→ With medical proof:

- ◆ Cancellations until June 1: 100% of the amount paid will be refunded
- ◆ Cancellations from June 2 to the day the campus starts: 90% of the amount paid will be refunded
- ◆ Cancellations once the campus has started: no amount will be refunded

→ Without medical proof:

- ◆ Cancellations until June 1: 90% of the amount paid will be refunded

- ◆ Cancellations from June 2 to June 13: 60% of the amount paid will be refunded
- ◆ Cancellations after June 14: 20% of the amount paid will be refunded
- ◆ Cancellations once the campus has started: No amount will be refunded.

Communication of cancellation of participation in the program:

Returns that are not due to the exercise of the right of withdrawal must be requested in writing, sending the form below to paugasolacademy@paugasol.com, along with the documentation considered.

To determine the date on which the request has been sent, the date of sending by email will be taken into account.

Refund: The refund of the resulting amount in the cases of cancellation provided for in this section will be effective from the end date of the basketball program in which the participant was registered.

13.3.- Basic information on data protection

The person responsible for the treatment is FUTUR 16, S.L., which will process the personal data provided to manage your request, whose basis of legitimacy is the execution of the contractual relationship of which you have agreed to be part by subscribing to the PGA registration form. . To manage the request, your data will not be transferred to third parties, except legal obligation. You may exercise your rights of access, rectification and deletion of data, as well as other rights at any time. For more information on data protection, consult the privacy policy on our website: <https://paugasolacademy.com/politica-de-privacidad/>.

14. CLAIM OF ANNUAL RAFFLE

The winner of the draw must contact the organization to formalize the claim for the prize within the stipulated period, which ends on December 31 of the current year, the date on which the Pau Gasol Academy is closed for the current year.

To proceed with the claim, the winner must present the following documentation:

1. The original ballot, in perfect condition, that matches the winning number.
2. A valid identification document confirming the identity of the participant who is making the claim.

All communications must be sent via email to info@paugasolacademy.com, before the end of the indicated period. No claims will be accepted outside of this period.

PARTICIPATION CANCELLATION FORM

Participant details:

-Full name:

-Registered in:

Academy Boarder Academy Non-Boarder Rising Stars

Information of the father / mother / guardian who requests the refund:

-Full name:

-DNI/NIF/Passport:

Is the previous father/mother/guardian the person who paid the amount?

-Yeah.

-No.

Economic data:

-Amount paid:

-Date of transfer:

Return details:

-Account holder:

-Entity:

-Account number (IBAN):

*It is mandatory to attach a medical certificate to this document that sufficiently proves that the participant is not able to attend the campus on the start date. It is not necessary for said proof to specify the injury, illness or specific reason for which the cancellation is requested (the communication of these details will be done under the responsibility of the applicant). This proof will not be kept for longer than is strictly necessary and, once your request has been processed, it will be securely deleted to guarantee your privacy and that of the participant.

By signing this document, you accept the Academy's refund policy:

Refunds for cancellation of participation:

With medical proof*:

- Cancellations until June 1: 100% of the amount paid will be refunded.
- Cancellations from June 2 to the start day of the campus: 90% of the amount paid will be refunded.
- Cancellations once the campus has started: No amount will be refunded.

Without medical proof:

- Cancellations until June 1: 90% of the amount paid will be refunded.
- Cancellations from June 2 to June 13: 60% of the amount paid will be refunded.
- Cancellations after June 14: 20% of the amount paid will be refunded
- Cancellations once the campus has started: No amount will be refunded.

Signature and date

A of 20__

FORM TO EXERCISE THE RIGHT OF WITHDRAWAL

For the attention of:

ORIENTIS BUSINESS SERVICES SL
Carrer Diputació 291, entrance 2ª 08009 - Barcelona
Email: info@akawsports.com

The withdrawal of the participant's registration in the Pau Gasol Academy is hereby communicated

Registration date:

Registration mode:

Participant name:

Name of the father/mother/guardian who exercises the withdrawal:

Address of the father/mother/guardian who exercises the withdrawal:

FULL NAME:

DNI OR EQUIVALENT DOCUMENT OF THE FATHER/MOTHER/GUARDIAN:

* The DNI or equivalent document must match the one used for the participant's registration.

DATE:

SIGNATURE: