

Terms and Conditions

Purpose of general Terms and Conditions

These Terms and Conditions establish the legal framework for users purchasing Tickets and Event Passes through the website www.barcelonaopenbancsabadell.com and www.tickets.barcelonaopenbancsabadell.com and also establish the rights and obligations associated with that purchase.

Through the website, the Barcelona Open Banc Sabadell - Trofeu Conde de Godó offers a service of advanced Ticket and Event Pass sales and payments, managing the distribution of both.

By purchasing any Ticket or Event Pass, including the use of the website, the user automatically agrees to the present terms and conditions regarding the sporting event.

The Real Club de Tennis Barcelona-1899, based in Barcelona, calle Bosch i Gimpera, 5-13, registered as sports club of the Generalitat de Catalunya with the n° 2440 and NIF number G-08555278, is responsible for organizing the tournament and takes on the corresponding responsibilities, hereafter referred to as the "Organizer of the Tournament".

The user declares that he/she has the legal capacity to act and contract online under the conditions featured below, which the user understands and accepts. The user is also responsible for facilitating the correct data in the purchasing process on the website, paying particular attention with regard to personal data and bank details.

The Organizer of the Tournament holds the database generated with the personal data provided by users in the process of purchasing Tickets or Event Passes through www.barcelonaopenbancsabadell.com and www.tickets.barcelonaopenbancsabadell.com. The Organizer of the Tournament is committed to fulfilling its obligation of keeping the personal data secret and must treat the data as confidential. The Organizer of the Tournament will also take necessary measures to prevent alteration, loss, or unauthorized access of the personal data, taking the current Spanish legislation on the protection of personal data into account.

In any case, the user guarantees to provide correct and truthful information and is responsible for notifying the organizer of any modification. The Organizer of the Tournament reserves the right to deny service to any user who has provided false data, without prejudice to other actions stipulated by law.

The information sent by the user through the website is protected by the most modern techniques of electronic security in the network. The data supplied and stored in our databases are also protected by security systems that prevent access by unauthorized parties.

The user accepts to use the services and contents on our website according to the law and the general terms and conditions of the services that we are offering, and must refrain from using them for:

- a) Transmit your username and password to unauthorized parties, having to communicate the access by an unauthorized user to this information immediately.
- b) Introduce data programs online that could cause damage to our computer systems, our suppliers or third party users of the internal network or this website.
- c) Conduct activities that are illegal, fraudulent and / or uncivil or prevent the proper use of website activities and the network or its resources.
- d) Conduct activities that constitute and infringement of the intellectual and industrial property, or any other applicable legal standard.
- e) Reproduce, duplicate, sell or exploit any content of the website for commercial purposes.
- f) Disseminate content that is racist, xenophobic, pornographic, justifying terrorism and / or that violates human rights.

Crime of wire fraud, under Article 248 of the Penal Code and punishable by up to six years in prison, in connection with the use of this electronic payment system to purchase tickets, occurs under the following circumstances:

- Providing false information of the buyer or the card number used as payment
- Use information from people other than the buyer
- Facilitate card numbers that do not match the buyer
- Usurp the condition of another card holder
- Use card numbers generated by computer programs or similar algorithms

Use of the website by minors

In the case of the recruitment of minors, the Organizer of the Tournament is not responsible for the accuracy of the data filled out by the user and therefore cannot verify with certainty the correct age. Therefore, the Organizer of the Tournament does not take on the responsibility for persons who breach the rules, in case that they are minors or have previously been expelled from the web.

The organizer may contact the user at any time to ask for a photocopy of ID or any equivalent for proof of age. Not responding can result in blocking or deletion of the profile. If we find about a user under 14 the profile can be blocked or deleted.

Terms of Service and Use

The ticket service is onerous, providing the user with all the information related to ticket prices at any time on the website. The information service offered through the website is free of charge.

OneBox is the supplier of the integrated online sales platform through the www.barcelonaopenbancsabaddell.com and www.tickets.barcelonaopenbancsabaddell.com website and in no case responsible for organizing the event.

OneBox is expressly exempted from all liability and / or responsibility that correspond to the Organizer of the Tournament, such as the visibility of the venue where the event takes place, accessibility, etc. occurs. Changes that occur after the date of the sale of tickets including changing dates, venue, athletes, event cancellation, etc. correspond exclusively to the tournament organizer.

OneBox and the Organizer of the Tournament decline all responsibility when Tickets or Event Passes are not purchased at the ticket boxes of the Real Club de Tennis de Barcelona -1899 or through the website www.barcelonaopenbancsabaddell.com and www.tickets.barcelonaopenbancsabaddell.com

Tickets and Event Passes are issued in accordance with the rules and regulations of the venue and tournament organizer. Violation of any of these rules and regulations, or any act that may cause harm, injury or tort, shall entitle the organizer of the tournament to expel users from the site.

Admission is subject to having and showing a Ticket or Event Pass in perfect condition. The Ticket and Event Pass should be kept until leaving the venue. The Organizer of the Tournament is not responsible for the loss or theft of Tickets or Event Passes. The buyer assumes all responsibility for the Ticket or Event Pass if duplicated, photocopied or forged, losing all the rights to access the venue in that case.

Once acquired, the Ticket or Event Pass cannot be changed nor will money be refunded, except for cases provided in the present legislation. The inability of the buyer to attend the tournament or an error upon purchasing the Ticket or Event Pass are not valid reasons for requesting a refund for the tickets.

The ATP tennis matches have absolute priority, and all efforts will be directed to start and finalize the tennis matches. The Organizer of the Tournament reserves the right to modify the timetable and schedule of the event due to unforeseen circumstances, not allowing claims or returns.

Because this is an outdoor tennis tournament, adverse weather conditions such as rain, extreme heat or high winds can cause delays in the schedule of matches that can alter the initial program. The changes that occur will be announced as soon as possible. If a session suffered a delay in the start time, the Ticket holder is not entitled to another Ticket or the refund of the same.

If matches are being suspended for whatever reason but 60 minutes of any match had been played at any court, the Organization is not obliged to establish a new date or refund the Ticket.

In the case that a suspension occurs within the first 60 minutes of the first match, the organizer will refund the Ticket, not including the administration fees. In the case of an Event Pass or boxes seats, no refund will be done, except matches are not played any day after.

In order to receive the appropriate refund, it must be requested by mail at the address properly communicated, presenting the payment receipt. Claims presented after 60 days will not be accepted.

Refunds will be made through the same payment method used in the purchase. If you have purchased your Ticket or Event Pass in cash, the refund will be made by bank transfer, two to three weeks after the day of the suspension. Organizer of the Tournament will only refund the cost of the Ticket, not including administration fees, not being responsible for any other costs such as hotels, travel, meals, etc.

Tickets and Event Passes cannot be used for advertising, commercial, promotional, contests or betting purposes, without a prior authorization expressed by the Organizer of the Tournament. Illegal purchasing or selling of a Ticket or Event Pass gives the organizer the right to seize or cancel the Ticket/Event Pass, without a refund or any other compensation.

The collection, dissemination, transmission or publication is expressly prohibited, from any point of the venue or courts, of any result or statistic during the course of the matches (from the beginning of the same to the end, intended for commercial, betting or gambling reasons). It is reason for expulsion from the venue, which includes the adoption of appropriate legal measures.

Minors must be accompanied to the venue by their parents, legal guardian, or somebody who is responsible for him/her. In order to access the Center Court the Ticket or Event Pass must be presented, regardless of the age of the Ticket/Event Pass holder. Except for the Center Court, children under 5 years of age can access the venue for free when accompanied by an adult and depending on the available capacity.

The introduction and display of banners, symbols or other objects involving incitement to violence are strictly prohibited. The introduction and sale of alcoholic beverages is also prohibited, as well drugs, psychotropic stimulants and the like, as well as its use or possession within the venue and stands. It is also forbidden to access the sports venue under the influence of alcohol, drugs, narcotics or psychotropic substances. Access may be refused to people who behave violently, which may cause inconvenience to the public or users or may alter the normal development of the Tournament.

The organization reserves the right of admission; each person can be inspected and frisked. It is not allowed to enter objects considered dangerous including: cans, bottles, alcoholic beverages, illegal substances, bicycles, skates, whistles, laser pointers, pets, etc. Also, any luggage larger than a backpack and motorcycle helmets should be deposited in the cloakroom facilitated by the Tournament, anyway if luggage is bigger than a backpack both deposit and entrance could be denied due to security reasons.

In general, the use of unauthorized recording or photographic devices that are not intended for personal use is prohibited. It is not allowed to use flash or tripods. The use of mobile phones, camcorders and laptops during the matches are also strictly prohibited.

Once the match has started, you can only access your seat when instructed by personnel. It is prohibited at any time to invade the tennis court or its surrounding area, being grounds for expulsion from the venue, without exclusion of other legal measures.

The organization reserves the right to relocate seats that have already been sold if needed. The organizer of the tournament is committed to relocating the most similar seats possible.

By accessing the tournament venue, ticket holders give their consent that their picture may be taken or recorded as part of the public and then played subsequently for promotional purposes. The organization reserves all the rights for images and intellectual property of the event.

Data security and administration of data

The Ticketing system uses a secure server for credit card payments and the latest technology of encryption. A secure server guarantees the privacy of your data transmitted over the Internet. This privacy is achieved using the protocol of SSL.

The organization ensures compliance with the rules on data protection, so that in case of providing your personal information via the website, by email, by telephone or by any other means, you agree to the processing and communication of personal data in accordance with this Privacy Policy.

The data collected will become part of one or more computer files which are controlled by the organization, and will be processed for the production of statistics, managing the ups and downs of user records, sending newsletters or magazines, management of marketing products or services, customizing future purchases and navigation, and to send commercial communications, including electronic communications, on services related to Real Club de Tennis Barcelona-1899.

Should you provide personal data of others, do so with your consent and having informed them in advance about the contents of this clause. Please inform us of any changes that may occur in the data provided.

If the user does not wish to receive commercial communications via email, he/she can contact the Real Club de Tennis Barcelona-1899 sending an email to reservas@barcelonaopenbancsabadell.es. The user can also make use of his/her rights of access, rectification, cancellation and opposition by sending a written notice to the Real Club de Tennis Barcelona-1899, in Barcelona, street Bosch Gimpera 5 – 13, attaching a photocopy of the ID or an equivalent identification document.

OneBox declines any liability for interruptions or malfunction of the services or content offered on the Internet when its cause originates in damage by natural disasters, situations of force majeure, extreme urgency or computer intrusions or any other case of force majeure. Also OneBox is not responsible for network outages, loss of business resulting from these outages, momentary discontinuations of the electric power, errors in the networks, etc... OneBox makes every effort to avoid such incidents.



Law and Jurisdiction

These terms and conditions have been drafted in Castilian and translated into Catalan and English. In all cases the general terms and conditions written in Castilian will prevail and will be interpreted in accordance with the Spanish legislation.

All disputes related to these terms and conditions or resulting thereof shall be settled by the courts of Barcelona.

Cookies

We use cookies in order to ensure the website functions properly and to improve your user experience. Cookies are usually a string of numbers and/or letters that a website transfers to your hard drive. The cookies enable the website to "remember" you, either for the duration of your visit or for repeat visits. The cookies used on this website are only associated with an anonymous user and its computer and do not provide any personal user data.

Most web browsers automatically accept cookies, but if you prefer, you can change your browser to prevent that. You are not obliged to accept cookies and you can adjust your browser's setting to prevent it from accepting cookies on your computer.

Users may exercise their rights of access, rectification, cancellation and opposition by contacting the Real Club de Tennis Barcelona-1899.