

## **General sales conditions**

### **CONTRACT BETWEEN THE USER AND VACACIONES EDREAMS, S.L. (“eDreams”)**

Vacaciones eDreams, S.L. (the company whose identification data appears at the bottom of these General Conditions hereinafter referred to as “eDreams”) makes this website available to its users, subject to the unconditional acceptance of the General Conditions of this contract by each user (hereinafter referred to as the “User”). For the purposes of using the eDreams website, the User hereby acknowledges to have read these General Conditions and to accept them. If the User does not accept the General Conditions, he or she shall not be able to use the eDreams website. The User hereby states that he or she is over age 18 and possesses the necessary faculties for understanding and applying the conditions of this agreement and to use this website in compliance with the aforesaid General Conditions. The User agrees to keep confidential any codes for website access assigned to him or her. The User shall ensure that unauthorised third parties do not have access. The User agrees to bear the economic consequences for use of the eDreams website as well as for the use of its access codes by third parties.

Moreover, in order to access this website and use it, the User agrees to provide true, complete and updated information.

### **PURCHASING PRODUCTS AND SERVICES ON THE WEBSITE**

The eDreams website can be used by the User to access information related to the products and services of other companies with businesses in the tourism and travel industry. The User may also make reservations or purchase these products from the suppliers or package trip organisers who sell them.

It is important to note that the sale of package trips and tourism products and services to the User through the website shall be ensured by eDreams, a travel agency possessing the licenses and authorisations necessary to conduct this business.

The reservation or purchase by the User of products and services, from suppliers or package trip organisers of the User’s choice, is subject to the specific terms and conditions respectively established by such suppliers and organisers. In additions, tickets issued for the Users shall be accompanied by the standard recommendations. These shall mention in particular the information related to limits concerning liability for international passengers as well as liability concerning luggage. The User agrees to accept and comply with the purchase terms and conditions established by the supplier or organiser from whom the User has chosen the services. The User agrees, with no restrictions whatsoever, to pay for the expenses incurred and to comply with the regulations and restrictions related to the availability of proposed fares, products or services. If special regulations or restrictions affect the proposed fares, products or services chosen by the User, such special regulations or restrictions shall be explicitly communicated to the User on the website before continuing with the reservation.

The processing and updating of information related to the offers, products, services, prices, itineraries, distances and characteristics as well as the other data and information related to the products and services offered on the website shall be the sole responsibility of the Supplier of the products and services or the package trip organisers on which they are based. eDreams shall not be held liable under any circumstances for the maintenance, revision, and supervision or updating of such data or as having the possibility to check the authenticity, updating or exactness.

For the purposes of fulfilling their respective obligations, the suppliers of products or services and package trip organisers are liable for fulfilling their statutory legal obligations and to comply with the sales terms and conditions of the products and services or planned trips which the User purchases. eDreams shall not be held liable for the purchase of products or services which it does not provide directly.

## CONFIDENTIALITY

eDreams respects the right to privacy. We understand the importance of respecting the right to privacy and the security of identification data of the members of the eDreams community. Bearing this in mind, and in keeping with our confidentiality policy, we hereby inform you that:

\* We shall collect information concerning your tastes and preferences which you communicate to us directly, as well as those from an analysis of data traffic or the use of cookies (see below). We shall also collect information on your year of birth, sex, nationality, language, marital state, children and annual income.

\* When you purchase a product or service through our website, you will have to give your name, e-mail address, bank card number, its expiration date and your telephone number. We reserve the right to communicate your telephone number to our electronic mail service. This data will make it possible for us to handle your request and inform you on its status.

\* If you take part in a contest or promotional operation, we will ask you to provide your name, your postal address and e-mail address. This data is necessary for organising the contest and informing the winners.

\* We shall not divulge your personal data to third parties outside our company for any reason. However, said data may be transmitted to commercial partners of eDreams anywhere in the world for a reservation or to purchase products or services on our website. We may also transmit statistical data on our sales, customers and website data traffic as well as other information related to our website to third parties. These statistics shall in no way contain elements that make it possible to personally identify you.

\* We shall limit ourselves to collecting and using personal data which we deem necessary for performing the high quality customised services which may include information related to our products and services as well as other companies of the eDreams Group (eDreams Inc., eDreams Ltd, eDreams srl, eDreams sarl, eDreams International Network s.l., Vacaciones eDreams, S.L. and all other companies in which eDreams Inc. has direct or indirect holdings) if we feel that you can benefit from it.

\* Since you are registered with the eDreams website, you may be asked receive sales information selected specifically for you. We shall use the information you communicate to us to send offers, promotions and tips concerning the products and services which match your interests.

\* Since you are registered with the eDreams website, by expressly agreeing to receive our newsletter and our selection of trip offers, the User also agrees to receive advertising offers, whether included in the newsletters or not, as well as messages only containing specific information for the User.

\* We shall send all the necessary information to the supplier you made a reservation with through our website and ask that you do the same.

The consultation operations of your user account data as well as your requests for services or products made through our website use a secure server. The aforesaid server encodes the information that you enter before it is transmitted to us. In addition, we apply strict security procedures related to the hosting and divulgation of data in order to prevent all unauthorised access to such data and in compliance with article 9 of the Organic Law no. 15/1999 of 13 December concerning the Protection of Personal Data in effect in Spain. For this purpose, you may be asked to identify yourself by using your password before accessing certain information concerning you.

Cookies: a cookie is a fragment of information saved by the browser on the hard disk of your computer. Each time you visit the eDreams website, our server recognises the cookie and finds the information related to your last visit. Most browsers automatically accept the use of cookies. It is common to change the browser configuration so that it no longer accepts them. Even if you decide not to receive cookies, you can still use most of our website services as well as purchase the products or services we offer. If you wish to send us a comment or complaint at any time

related to the use of your personal data, please send your request to our management at the following e-mail address: [customer-service-au@edreams.com](mailto:customer-service-au@edreams.com).

## INFORMATION CONCERNING THE USE OF YOUR PERSONAL DATA

To access the services offered by eDreams on our website, you need to communicate your personal data during the online registration (hereinafter referred to as, "Registration Form"), you can register by clicking on the "My account" button located at the top of each website page.

In order to customise our services, adapt them to your interests and needs and let us communicate the best offers on the market to you, we ask that you periodically update your data and inform us of any changes. Under the terms of the Organic Law no. 15/1999, of 13 December concerning the Protection of Personal Data (hereinafter referred to as "LPD"), eDreams is required to inform you that by filling in the Registration Form, your personal data will be added and processed in the eDreams files. This data will allow us to provide offers for services (reservation management and payment for purchased products and services) and send you information and special offers from eDreams, other eDreams Group companies, Tour Operators and package trip organisers. It will also be used for statistical purposes and market trend analyses.

Moreover, you have the right to access, change, cancel and oppose personal data which concerns you contained in the data files managed by the Vacaciones eDreams S.L. company, whose address is located at the bottom of these general conditions. You may also exercise the aforesaid rights by sending an e-mail to [customer-service-au@edreams.com](mailto:customer-service-au@edreams.com) in accordance with the terms and conditions established in the LPD.

Based on the application of article 11 of the LPD and given the nature of the products and services proposed by eDreams on its website, both at a national and international level, the User accepts that his or her data will be transmitted to eDreams group companies, for the purposes of information based on the commercial activity of the eDreams Group.

If a User would like to purchase the products or services offered on the eDreams website, eDreams agrees to communicate this personal data to the concerned suppliers of products and services and/or to Tour Operators who organise package trips; such suppliers agree to use the personal data for the sole purposes of fulfilling their contractual obligations.

Lastly, in compliance with the article 34.e) LPD, the User hereby accepts that his or her data shall be transmitted to the recipients as stated in the previous point, in order to apply the aforesaid terms and conditions, without geographic limitations, including in countries which are unable to offer a level of protection comparable to that offered by LPD.

eDreams agrees to process your data confidentially, including on the host and processing server and to set up all the security means necessary to prevent unauthorised third party access to such data.

## COPYRIGHT, REGISTERED TRADEMARKS AND SOFTWARE

All of the contents of the eDreams website (including, but not limited to, texts, graphics, logos, icons, images, audio archives and software) are the property of eDreams or its content suppliers. They are protected by national and international laws concerning industrial and intellectual property. The management (namely compilation and organisation) of all of the contents of eDreams website is the exclusive property of eDreams; such contents are protected by national and international laws concerning industrial and intellectual property. All of the software used on the eDreams website or its suppliers' websites is protected by national and international laws concerning industrial and intellectual property.

All illegal use of the website contents is strictly prohibited, including the reproduction, modification, distribution, transmission, publication or representation, whether partial or total, of its contents.

All use of the images contained on the eDreams website, outside of the website and without the explicit authorisation from eDreams or its suppliers, is completely prohibited.

eDreams, DreamFinder and the other names of products, services, graphics and logos of eDreams are registered trademarks of eDreams Inc. for the European Union, the United States and in other countries. The names of other products, services and companies mentioned in this document may be registered trademarks of their respective owners.

## USE OF THE WEBSITE

This website is unique and intended for the personal use of its Users. Its modification, reproduction, duplication, copying, distributions, sale, re-sale as well as other forms of use for both commercial and non-commercial purposes are completely prohibited. You agree not to use this website for illegal or prohibited purposes.

In particular, the website User agrees to use the website for personal purposes and to purchase the products or services on the website for his or her sole use or his or her sole consumption or that of persons who have entrusted he or she to do so. The User may under no circumstances sell the products or services purchased on the website to other people.

eDreams authorises the visitors to its website to send notes and comments on the products that it contains. If you send notes or comments about the website, eDreams and the other companies of the eDreams Group reserve the non-exclusive right, exempt from copyright which is perpetual, irrevocable and fully transferable to third parties, to use, reproduce, modify, adapt, publish, translate, create spin-off products, distribute and disseminate such notes and comments in the entire world, and on any type of communication support. eDreams, the other eDreams Group companies and its licensees also reserve the right to use the name accompanying the aforesaid notes or comments.

## LIMITS TO LIABILITY

eDreams offers this website in working order. eDreams shall make every effort to update, service and run the website, but under no circumstances can it guarantee the absence of technical problems, infallibility of service through the website page, or that the system or portal will be operational at all times.

eDreams shall not be held liable for the exactness, completeness, updating and accuracy of the data or information concerning the offers, products, services, prices, itineraries, distances, characteristics and important data or information related to the products and services offered on the website by the suppliers of products or services or package trip organisers.

eDreams limitation of liability is based on the application of statutory laws specifically disciplining travel agencies. eDreams shall not be held liable for incurred direct or indirect damages, or damages which occur following the sale of an offered product or service, and which occur due to causes not attributable to eDreams or to negligence of the supplier of the service or product.

If a case of force majeure (including but not limited to political and economic disorder or instability affecting security), leads to a problem involving reservations, confirmations and/or the completion of a trip or performance of a service purchased from eDreams, due to unexpected circumstances which eDreams cannot resolve, or make it impossible to supply a part of packaged services, the customer shall waive all types of claims against eDreams and/or eDreams Group companies,

which shall not be held liable for any reason, unless a lack of professional diligence can be attributed to eDreams.

#### LINKS TO OTHER WEBSITES

The eDreams website may contain links to other websites not managed by eDreams. Such links are given for the purposes of reference; eDreams exercises no control over these websites and shall not be held liable for their contents.

The presence of links to other websites does not imply that eDreams promotes, endorses, guarantees or recommends these websites. The links present on the eDreams website are provided for the purpose of reference without any intention of promoting their contents, owners, and respective services or products.

#### INFORMATION OF A GENERAL NATURE

These General Conditions as well as the relationships between the User and eDreams are disciplined by statutory Spanish laws. For any disputes arising over the existence or contents of these General Conditions or relationships between the User and eDreams, both parties shall comply with such laws.

eDreams reserves the right to modify its website and these General Conditions for use at any time.

In accordance with the Spanish law regarding the Information Society and E-commerce Services (34/2002) of 11 July, the contract signed by the customer shall be archived in the records by the travel agency, Vacaciones eDreams S.L. and shall be accessible to the consumer upon prior request.

#### Our address

Vacaciones eDreams, S.L.  
N.I.F.: B61965778  
Edificio World Trade Center, edificio Norte,  
Planta 6a, oficina 607.  
Moll de Barcelona s/n  
08039 Barcelona  
Spain

E-mail address: [customer-service-au@edreams.com](mailto:customer-service-au@edreams.com)  
<http://au.edreams.com>

Customer Assistance 00800 55885500