

General Terms and Conditions for Procurement

1. Introduction

- 1.1. The clauses below present to the Internet user (henceforth, the "User") the general terms and conditions for procurement (henceforth, "Terms and Conditions") governing the procurement process in which the party responsible for the contractual offer is the FUNDACIÓ PRIVADA AMICS DEL MNAC (henceforth, "Amics del MNAC"), located in Spain.
- 1.2. The consumer and User is informed of the present General Terms and Conditions of Procurement, which were known to the User prior to the initiation of the procurement process and who, by clicking on the button "I have read and accept the General Terms and Conditions" accepts them in their entirety and without reservation, as well as any particular condition that may exist.

In the event that booking an activity does not require payment at the time of accepting the Terms and Conditions, but only when their place is confirmed by the Amics del MNAC, the acceptance button will show the following text: "I have read and accept the General Terms and Conditions".

- 1.3. Through the present Terms and Conditions, the consumer or User is informed that Amics del MNAC can at any time and without prior notification modify the content of the present General Terms and Conditions and of any particular condition that may exist.
- 1.4. a) Procurement process: You must enter the website and select the type of product or service you want. A screen will appear for you to enter your personal data and, if necessary, your bank account details. You must read and accept the General Terms and Conditions of Procurement. Once these steps have been completed, the procurement process will be finalised; b) Electronic document archiving and accessibility: We file the electronic document in which the procurement has been formalised. You can access this document and we can send it to you by e-mail at the contact address which appears in Clause 2, "Identification of the Parties"; c) Identifying and correcting errors when entering data: Our procurement process allows you to check and amend any errors before it is finalised. Once the procurement process has been finalised, you can call Amics del MNAC on (00 34) 93 622 03 81 from 9 a.m. to 2 p.m. Monday to Friday or write an e-mail to us at the contact address which appears in Clause 2, "Identification of the Parties", to request any corrections to the data deemed necessary; d) Language: The procurement can be formalised in Spanish, Catalan or English.

2. Identification of the Parties

- 2.1. The party responsible for the contractual offer is the FUNDACIÓ PRIVADA AMICS DEL MNAC, with registered address at Parc de Montjuïc, 08038 Barcelona (Spain), and Fiscal Identification Code G64140361. Should you wish to contact Amics del MNAC, the telephone number is that which appears in Clause 1.4 and our e-mail address is amics@amicsdelmnac.org.

- 2.2. The consumer and User is the person who uses or purchases the services available on the Website, the donor or the person who makes the booking for an activity (henceforth, the "User"). The User must be eighteen (18) years of age or older and have full legal capacity to enter into binding contracts.

3. Purpose

- 3.1. The purpose of the General Terms and Conditions is to determine the legal conditions applicable to both Amics del MNAC and the User for user registration, procurement of services, donations or booking activities provided by Amics del MNAC.

4. Characteristics

- 4.1. In the electronic commerce environment of Amics del MNAC, the User can register to become an "Amic" or purchase a gift subscription to a friend. The User can obtain the description and duration of each of the services ("the Services") by selecting and clicking on the service in which he/she is interested.
- 4.2. In the case of making a financial donation, you warrant that you have full ownership and control over the donated amount, that it is free of any charges or encumbrances and that there are no legal or other disputes pertaining to the donated amount, whereby the amount of the donation is given purely and freely to the Amics del MNAC, which accepts the said act of liberality. Likewise, in accordance with the current legislation, the donation is irrevocable and will be destined to the foundational purposes of Amics del MNAC.
- 4.3. Booking an activity: (i) You are informed and accept the fact that a booking does not guarantee a place on the selected activity; (ii) it may be the case that a third party external to Amics del MNAC is responsible for the activity; (iii) you can obtain a description of each activity by clicking on the activity which interests you.

5. Price and Availability

- 5.1. The Services state the total price including details of the taxes and/or any additional costs which may exist.
- 5.2. We make the utmost effort to offer precise and complete information on the Services and activities. Amics del MNAC publishes the most up-to-date information possible regarding the different Services and activities on our online shop.
- 5.3. Amics del MNAC can modify the prices of the Services and activities at any time we choose to do so. For this reason, when the User accesses the website pages which state the prices of the Amics del MNAC Services and activities, he/she must ensure he/she is accessing the latest version and not a previous version stored in the internal memory of his/her terminal. The User therefore undertakes to click on the icon "Refresh", "Update" or similar when accessing the prices for the Services and activities. Amics del MNAC accepts no liability for any differences in the prices for the Service or activity displayed in the different versions and will always apply the latest price.
- 5.4. In the event that the activity selected is not available, we will inform the User as soon as possible.

6. Order

- 6.1. When orders and payments are made, a request for a contract between the User and Amics del MNAC is approved.
- 6.2. For the Services and Donations the contract shall be made binding by the part of the User by clicking on the button: "I have read and accept the General Terms and Conditions" Amics del MNAC will send confirmation of the User's petition to the User via e-mail within a maximum of twenty-four (24) hours after receipt. The e-mail will contain details of the Services purchased or of the donation.
- 6.3. For bookings for activities, the contract shall be made binding by the part of the User by clicking on the button: "I have read and accept the General Terms and Conditions." Amics del MNAC will send confirmation of the User's petition to the User via e-mail within a maximum of twenty-four (24) hours after receipt. The e-mail will contain details of the booking subject to the aforementioned characteristics and availability.
- 6.4. Should any incident occur or should you have any queries, you can contact the FUNDACIÓ through any of the following channels: (i) Telephone: See Clause 1.4 of the present General Terms and Conditions; (ii) E-mail: amics@amicsdelmnac.org; (iii) Letter: Parc de Montjuïc, 08038 Barcelona (Spain).

7. Method of Payment

- 7.1. Payments to Amics del MNAC can be made by credit card or debit card. To make payments, the User will be redirected from the Amics del MNAC website to the financial entity, where he/she must enter his/her details to make the payment. In the case of bookings, once the booking is confirmed, we will tell you how to make the payment.

8. Execution and Duration of the Contract

- 8.1. With regard to the Services, once you have completed the procurement and purchase processes, you can enjoy the Services you have purchased in accordance with their respective characteristics. The duration for each Service is established in the characteristics describing each of them.
- 8.2. With regard to Donations, once you have completed the procurement and payment processes, your donation has been made.
- 8.3. With regard to booking activities, once you have completed the booking process, your booking has been made for the activity in accordance with their respective characteristics and durations and with the Terms and Conditions described in this contract.
- 8.4. The present contract shall be effective for the period in which the two (2) parties have to comply with the obligations undertaken in this contract.

9. Procedure for the Consumer to Terminate the Contract

- 9.1. The User is entitled to terminate this contract at any time prior to its finalisation and, once it is finalised, he/she can terminate it in accordance with the conditions established in Clause 12, "Right to Revocation" of the present General Terms and Conditions.

10. Guarantees

- 10.1. We understand that the Services provided and the bookings for activities shall conform to the descriptions of their respective characteristics and to the present General Terms and Conditions. In the event of any incidents, the User should contact the FUNDACIÓ:

11. Language in Which the Contract Is Formalised

- 11.1. The contract shall be formalised in Spanish, Catalan or English.

12. Right to Revocation

- 12.1. In accordance with current legislation, the Services are classified as Leisure and Activities and are therefore exempt from the right to revocation.
- 12.2. Donations are of an irrevocable nature once paid.
- 12.3. If you have made a booking for an activity and decide you are no longer interested, please contact the FUNDACIÓ as soon as possible so that someone else can take your place.

13. Complaints

- 13.1. Amics del MNAC has complaint forms available. If you wish to use them, please send a request to the following e-mail address: amics@amicsdelmnac.org. Alternatively, you can write your complaint to us directly at the same e-mail address or at our postal address: Parc de Montjuïc, 08038 Barcelona (Spain).

14. Data Protection

- 14.1. With the information provided below, the FUNDACIÓ PRIVADA AMICS DEL MNAC wishes to inform you of the privacy policy which applies to your personal details in the present General Terms and Conditions.
- 14.2. Amics del MNAC complies with all the requisites established under the current regulations regarding the protection of personal data. All the data under our responsibility is treated in accordance with the legal requirements and with the utmost respect for the technical and administrative security measures to ensure confidentiality.
- 14.3. The User guarantees that the information and data he/she provides to Amics del MNAC is true and accurate.
- 14.4. The User expressly consents to the personal data provided to Amics del MNAC and the data generated regarding your relationship with us being included in a file or files belonging to FUNDACIÓ PRIVADA AMICS DEL MNAC for the following purposes:
- (i) To manage the maintenance, compliance, development, monitoring and administration relating to the purchase of Services, donations or bookings for activities.
 - (ii) For Donations, your data will also be used for any other purpose described in the documents regarding donations. If you have indicated in the section of the document

regarding acknowledgements that your donation is not anonymous and that your data can appear in the list of donors, you accept that your data as a donor can be made public and can be accessed by and facilitated to third parties by any media or in any format, for example on a plaque or similar in the Amics del MNAC offices, in the Amics del MNAC bulletins or on the Amics del MNAC website with the possibility of your data being indexed by search engines.

(iii) Advertising: If you tick the box on the form regarding advertising, you accept that during and subsequent to your relationship with Amics del MNAC, we can use your data to send you information and advertising on products and/or services and/or activities related to museums and artistic and cultural activities from Amics de MNAC and/or relevant third parties, for example and without aiming to be exhaustive from the Museu Nacional d'Art de Catalunya, as well as the Amics del MNAC bulletins, and by any media including e-mail or similar. If you have ticked the box consenting to receive the bulletins, information and advertising related to Amics del MNAC in the past, you do not need to tick the box again.

(iv) Social networks: Amics del MNAC informs Users that it is present on social networks. The treatment of the data of persons who opt to become followers (and/or establish any link or connect in any way to the social networks) of the official Amics del MNAC pages on the social networks will be governed by this section, by the Legal and Privacy Notice and by any Conditions of Use, Privacy Policies and other regulations of access, use and similar pertaining to the social network in question. Amics del MNAC will treat User data for the purpose of correctly managing his/her presence on the corresponding social network, to inform the User of Amics del MNAC activities, products and/or services or of third parties which may be related to the Amics del MNAC activities, as well as for any other purpose that may be permitted by the regulations of the social networks.

- 14.5. In the procurement process you will be asked for data regarding your credit or debit card (among other data), which will be communicated to the financial entity responsible for processing the payment. The main purpose of this request is to validate the card and the payment and responds to the free and legitimate acceptance of the legal relationship between the User and Amics del MNAC in which the development, compliance and control necessarily implies the legitimate connection with third-party files in order to fulfil the specified purposes.
- 14.6. If you confirm the booking for an activity undertaken by a third party, it may be necessary to communicate your details to the said party in order to organise and undertake the activity. Therefore, when booking an activity, you authorise us to communicate your details to the said third party if necessary.
- 14.7. If the User provides Amics del MNAC now or in the future with the personal details of a third party, family member and/or descendant of legal adult age in order to present a gift to the third party, the User warrants that he/she has informed the third party of and requested their consent to the purposes and uses described herein, particularly with respect to the Acknowledgements.
- 14.8. User data may be treated by and/or communicated to third parties in order to comply with existing legal and/or contractual obligations.
- 14.9. You can exercise your rights of access, rectification, cancellation and opposition by writing a letter to FUNDACIÓ PRIVADA AMICS DEL MNAC, Parc de Montjuïc, 08038 Barcelona

(Spain) or by writing an e-mail to amics@amicsdelmnac.org attaching a copy of your official identification documentation and indicating on the envelope or on in the subject heading the subject of the message: Procurement Terms, Data Protection.

14.10. Our website does not contain any hyperlinks which permit the communication of your data to other websites.

14.11. Pursuant to the above clauses, Amics del MNAC understands that if you provide us with your personal data, you are expressly authorising Amics del MNAC to manage the said data for the abovementioned purposes.

15. Disclaimer and Exclusion of Liability

15.1. Amics del MNAC waives any type of responsibility which may derive from the incorrect use of its website and the online purchase or donation process by the User.

15.2. Amics del MNAC also waives any type of responsibility for possible damages and losses caused by third parties and which are not attributable to Amics del MNAC.

15.3. Amics del MNAC bears no responsibility in the event of interruptions to, delays in and/or improper functioning of the Services or in general any other inconveniences beyond the control of Amics del MNAC and/or due to the malicious or incorrect actions of a User and/or due to force majeure or unforeseen circumstances.

15.4. The Amics del MNAC website may include hyperlinks to connected to other websites for information purposes only. As such, Amics del MNAC bears no responsibility for the information contained on any websites connected to the Amics del MNAC website by hyperlinks.

16. Contract Validity

16.1. If any of the clauses in the present General Terms and Conditions are considered null or inapplicable, it will not affect the rest of the clauses, which remain fully valid.

17. Applicable Law and Jurisdiction

17.1. These General Terms and Conditions of Procurement are governed by the Spanish legal system. For cases in which the regulations predicts the possibility of the parties submitting to a legal jurisdiction, both parties, with the express renunciation of any other jurisdiction which may correspond to them, submit to the Courts and Tribunals of the city of Barcelona (Spain).