

## SPECIFIC TICKET SALES CONDITIONS

- Access to the museums and tourist transport in Cartagena Puerto de Culturas requires a valid ticket or season ticket. This must be shown to the reception staff. Online purchase confirmations must be shown or exchanged for tickets at any of our museums or points of sale. The possession of a ticket does not entitle you to fast-track access to the tourist attraction, but you must queue if there is a queue.
- The price of the tickets, the conditions for reductions and free admission to the resources and temporary activities are those published on the website and in the different information media of Cartagena Puerto de Culturas. The company is not responsible for what is published in other media other than its own.
- In order to benefit from the reduced or free rate, visitors must purchase their ticket at the ticket office with official, valid and valid documentation.
- Tickets and passes are valid for 15 days and entitle you to one visit to each museum or tourist transport. For online purchases, they will start to count from the time the tickets are collected at any of our museums or points of sale.
- For temporary activities with capacity control it is necessary to have a ticket with the date and time of the activity. This must be shown at the start of the activity.
- The refund of the price of tickets for any activity, museum or tourist transport of Cartagena Puerto de Culturas will be made as long as the causes are motivated by the company itself. Under no circumstances will a refund be made for reasons beyond the company's control. The impossibility of attending the service purchased or the commission of an error when purchasing the aforementioned service are not grounds for a refund. In the case of cancellation or causes motivated by the company, the refund will be made within 15 working days and by the same means by which the payment was made.
- Changes in the museographic resources or occasional closure of any area of the museums do not imply a discount or refund of the entrance fee.
- Cartagena Puerto de Culturas reserves the right to modify timetables or routes in its museums and tourist transport due to external causes (including adverse weather conditions or traffic disruptions) or organisational changes to the service. Such changes do not give the right to total or partial reimbursement of the ticket price.
- There is a free guided tour service in Spanish at the times published in each museum, subject to availability. The purchase of a ticket to the centres does not imply the obligation to provide this service. The website [www.cartagenapuertodeculturas.com](http://www.cartagenapuertodeculturas.com) offers the possibility of booking this service in its different museums and archaeological sites at the times published on the website one week in advance of the visit. The capacity of the visits is limited and timetables may be subject to change.

- The last access to the museums is until 15 minutes before closing time.

## GENERAL TERMS AND CONDITIONS OF TICKET SALES

### Introduction

This contractual document will govern the GENERAL CONDITIONS OF TICKET SALE (hereinafter, CONDITIONS), through the website [www.cartagenapuertodeculturas.com](http://www.cartagenapuertodeculturas.com), property of CARTAGENA PUERTO DE CULTURAS S.A. under the commercial brand of CARTAGENA PUERTO DE CULTURAS, (hereinafter, PROVIDER), whose contact details also appear in the Legal Notice of this website. These CONDITIONS will remain published on the website available to the USER for reproduction and storage as confirmation of the contract, and may be modified at any time by the PROVIDER. It is the responsibility of the USER to read them periodically, as those in force at the time of ticket purchase will be applicable.

The contracts will not be subject to any formality with the exception of the cases expressly indicated in the Civil and Commercial Codes and in this or other special laws.

Acceptance of this document implies that the USER:

- Has read, understands and comprehends what is set out herein.
- It is a person with sufficient capacity to contract.
- Assumes all the obligations set forth herein.

These conditions will be valid for an indefinite period of time and will be applicable to all purchases made through the PROVIDER's website.

The PROVIDER informs that it is responsible and aware of the legislation in force, and reserves the right to unilaterally modify the conditions, without affecting the terms and conditions that were implemented prior to the modification.

### Identity of the contracting parties

On the one hand, the PROVIDER of the services contracted by the USER is CARTAGENA PUERTO DE CULTURAS, S.A., with address at calle Gisbert, 10, 30202. Cartagena, Murcia, with NIF A-30748933 and customer/ USER service telephone number +34 968 500 093.

On the other hand, the USER, registered on the website by means of his/ her personal data, for which he/ she has full responsibility of use and custody, and is responsible for the veracity of the personal data provided to the PROVIDER.

### Object of the contract

The purpose of this contract is to regulate the contractual sales relationship between the PROVIDER and the USER when the USER accepts the corresponding box during the online purchase process. The contractual sales relationship entails the delivery, in exchange for a specific price and publicly displayed on the website, of a specific service.

## Rectification of data

When the USER identifies errors in the data published on the website or in the documents generated by the contractual relationship, he/ she may notify the PROVIDER to correct them as soon as possible by sending an e-mail to [informacion@puertoculturas.com](mailto:informacion@puertoculturas.com).

## Contracting procedure

The USER, in order to access the services offered by the PROVIDER, must be of legal age and fill in his/ her data through the website during the purchase process. Therefore, the USER must freely and voluntarily provide the personal data that will be required, which will be processed in accordance with the provisions of Regulation (EU) 2016/ 679 of 27 April 2016 (GDPR) on the protection of natural persons with regard to the processing of personal data and the free movement of such data and Organic Law 3/2018 of 5 December (LOPDGDD) on the protection of personal data and detailed in the Legal Notice and in the Privacy Policy of this website.

Once the purchase has been made by the user, we inform you that in accordance with the requirements of article 27 of Law 34/ 2002, on Information Society Services and Electronic Commerce (LSSICE), the contracting procedure will follow the following steps:

1. General contracting clauses.
2. Activation of services.
3. Right of withdrawal.
4. Complaints and online dispute resolution.
5. Force majeure.
6. Jurisdiction.
7. Generalities of the offer.
8. Price and period of validity of the tender.
9. Transport costs.
10. Method of payment, costs and discounts.
11. Purchasing process.
  
12. Dissociation and suspension or termination of the contract.
13. Warranties and returns.
14. Applicable law and jurisdiction.

### 1. General contracting clauses

Unless otherwise stipulated in writing, the placing of an order with the PROVIDER implies the acceptance by the USER of these legal conditions. No stipulation made by the USER may differ from those of the PROVIDER if it has not been expressly accepted in advance and in writing by the PROVIDER.



## 2. Activation of services

The PROVIDER will not activate any service until it has verified that payment has been made.

As the order does not entail the physical delivery of any product, the contracted services being downloaded or activated directly from the website, the PROVIDER will previously inform the USER regarding the procedure to be followed to carry out this download or activation.

### Failure to execute the contract remotely

In the case of the provision of a service, the service will be available as soon as the USER has paid for it and can be downloaded or activated according to the PROVIDER's conditions.

If the contract cannot be executed because the contracted service is not available on time, the USER will be informed of the lack of availability and will be entitled to cancel the order and receive a refund of the total amount paid at no cost, and without any liability for damages attributable to the PROVIDER.

In the event of unjustified delay on the part of the PROVIDER with respect to the refund of the total amount, the USER may claim double the amount due, without prejudice to his right to be compensated for damages suffered in excess of that amount.

The PROVIDER shall not assume any responsibility when the download or activation of the service is not carried out due to false, inaccurate or incomplete data provided by the USER.

The provision of the service will be considered to have been carried out when the USER has downloaded or activated the service.

## 3. Right of withdrawal

Cancellation form: see appendix at the end of these terms.

The USER has a period of fourteen calendar days, counted from the date of receipt of the product or from the conclusion of the purchase contract if it is a provision of a service, to exercise the right of withdrawal, regulated in article 102 of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, hereinafter RDL 1/2007. If the PROVIDER does not comply with the duty to provide information and documentation on the right of withdrawal, the period for its exercise will end twelve months after the expiry date of the initial withdrawal period, in accordance with article 105 of RDL 1/2007.

The right of withdrawal shall not apply to the contracts referred to and listed in article 103 of RDL 1/2007, and which are listed here.

All returns must be communicated to the PROVIDER, requesting a return number using the form provided for this purpose, or by e-mail to [administracion@puertoculturas.com](mailto:administracion@puertoculturas.com), indicating the corresponding invoice or order number.



#### 4. Complaints and online dispute resolution

The PROVIDER will have Complaints Forms available to users or consumers who request them when required by current legislation. They can access them by requesting them through the PROVIDER's contact details indicated below.

Even if it is not through a Complaints Form, any complaint that the USER considers appropriate will be dealt with as soon as possible.

Contact addresses for complaints: Calle Gisbert, 10. 30202. Cartagena. Murcia.

Telephone: 968 500 093.

E-mail: [informacion@puertoculturas.com](mailto:informacion@puertoculturas.com).

#### Online Dispute Resolution (Online Dispute Resolution)

In accordance with Art. 14.1 of Regulation (EU) 524/2013, the European Commission provides a free access platform for the resolution of online disputes between the USER and the PROVIDER, without the need to resort to the courts of law, through the intervention of a third party, called a Dispute Resolution Body, which acts as an intermediary between the two parties. This body is neutral and will dialogue with both parties in order to reach an agreement, and may finally suggest and/ or impose a solution to the conflict.

Link to the ODR platform: <http://ec.europa.eu/consumers/odr/>.

#### 5. Force majeure

The parties shall not be liable for any failure due to force majeure. Performance of the obligation shall be delayed until the force majeure has ceased.

#### 6. Jurisdiction

The USER may not assign, transfer or transfer the rights, responsibilities and obligations contracted in the sale.

Should any stipulation of these conditions be considered null and void or impossible to fulfil, the validity, legality and fulfilment of the rest shall not be affected in any way, nor shall they be modified in any way.

The USER declares that he/ she has read, knows and accepts these Conditions in their entirety.

#### 7. Generalities of the service

All sales made by the PROVIDER shall be understood to be subject to these Conditions.

No modification, alteration or agreement contrary to the PROVIDER's Commercial Proposal or to what is stipulated herein shall have any effect, unless expressly agreed in writing signed by the PROVIDER, in which case, these particular agreements shall prevail.

Given the continuous technical advances and improvements of the services, the PROVIDER reserves the right to modify its specifications with respect to the information provided in its advertising, as long as it does not affect the value of the services offered. These modifications shall also apply in the event that, for whatever reason, the possibility of supplying the services offered is affected.

## **8. Price and period of validity of the service**

The prices indicated for each service include Value Added Tax (VAT) or other taxes that may be applicable. These prices, unless expressly stated otherwise, do not include the costs of shipping or communication, handling, packaging, shipping insurance or any other additional and ancillary services to the service purchased.

The prices applicable to each service are those published on the website and are expressed in EURO currency. The USER assumes that the economic valuation of some of the services may vary in real time.

Before making the purchase you will be able to check online all the details of the quotation: services, quantities, price, availability, charges, discounts, taxes and the total of the purchase. Prices may change daily until the order is placed.

Once the order has been placed, the prices will be maintained whether the service is available or not.

The payment made to the PROVIDER may lead to the issuance of an invoice, if requested, in the name of the registered USER or the company name that the USER has informed at the time of placing the order. This invoice may be delivered on paper or by email, and must be requested by any of the means that the PROVIDER makes available to the USER, either by email or web form, informing him/her that he/she may revoke this decision at any time.

For any information about the order, the USER may contact the PROVIDER's customer service telephone number 968 500 093 or via email at [informacion@puertoculturas.com](mailto:informacion@puertoculturas.com).

## **9. Transport costs**

There are no transport costs.

## **10. Methods of payment, charges and discounts**

The PROVIDER is responsible for the economic transactions and offers the following methods of payment for an order: cash, credit card or bank transfer.

## Security measures

The website uses information security techniques generally accepted in the industry, such as SSL, data entered on a secure page, firewalls, access control procedures and cryptographic mechanisms, all with the aim of preventing unauthorised access to data. To achieve these purposes, the USER accepts that the PROVIDER obtains data for the purpose of the corresponding authentication of access controls.

The PROVIDER undertakes not to allow any transaction that is or is considered illegal by the credit card brands or the acquiring bank, which may or has the potential to damage their goodwill or negatively influence them.

The following activities are prohibited under the card brands' programmes: the sale or offer of a product or service that does not comply with all laws applicable to the Purchaser, Issuing Bank, Merchant or Cardholder of the card(s).

## 11. Purchasing process

### Basket (quotation simulation)

Any service from our offer can be added to the shopping cart. In the basket, you will only see the selected services, the quantity, the price and the total amount including the corresponding taxes. The baskets do not have any administrative link, it is only a section where you can simulate a budget without any commitment on both sides.

From the basket you can place an order by following the steps below for its correct formalisation:

- Verification of billing data.
- Checking the method of service provision (download, activation...).
- Selection of the payment method.
- Placing the order (purchase).

Once the order has been processed, the system instantly sends an e-mail to the PROVIDER's management department and another to the USER's e-mail confirming that the order has been placed.

### Orders (purchase requests)

After the purchase of the service, the USER will receive in the email provided a locator where the information related to the event (place, date and time of the service) will be indicated. It is possible that the purchase confirmation will not be received in the "Inbox", as some internet services detect them as spam, so it is recommended that you check your "Junk mail".

This ticket must be presented in printed or digital format at the reception desk of any museum or site managed by the PROVIDER. Possession of the ticket does not entitle the holder to rapid access to the site. Access is subject to the access and exit policies established by the organiser.



## 12. Severability and suspension or termination of the contract

If any of these terms and conditions shall be deemed unlawful, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.

The PROVIDER may, without prior notice, suspend or terminate the USER's access to its services, in whole or in part, for any valid reason, including, without limitation, where the USER fails to comply with or follow any of the obligations set out in this document or any applicable legal provision, licence, regulation, directive, code of practice or usage policy.

When exercising any of its rights or powers under this Clause, such exercise shall not prejudice or affect the exercise of any other right, power or remedy that may be available to the USER.

## 13. Warranties and returns

The guarantees will respond to what is regulated in the Title referred to "Guarantees and after-sales services" of the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, which you can access by clicking [here](#).

## 14. Applicable law and jurisdiction

These conditions shall be governed by or interpreted in accordance with Spanish law in all matters not expressly established. Any dispute that may arise from the provision of the products or services covered by these Conditions shall be submitted to the courts and tribunals of the USER's domicile, the place of fulfilment of the obligation or the place where the property is located if it is immovable.



## ANNEX. WITHDRAWAL FORM

For the attention of:

Name: CARTAGENA PUERTO DE CULTURAS

NIF: A-30748933

Address: Calle Gisbert, 10. Edificio Museo-Refugio de la Guerra Civil. 30202. Cartagena. Murcia. Spain.

Telephone: 968 500 093.

E-mail: [informacion@puertoculturas.com](mailto:informacion@puertoculturas.com)

Details of the good/ provision to be withdrawn:

Contract/ order/ invoice number:

Date of contract/ order/ invoice:

Date of receipt of the product/ service:

Description of the product/ service:

Consumer/ user details:

Name:

Address:

Town:

\* Telephone:

\* E-mail:

(\*non-compulsory information)

Right of withdrawal: you may exercise the right of withdrawal within the period of 14 days established by law from the day following the date of a service contract or the day of receipt of a product.

In accordance with article 102 and following of Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws, I hereby inform you that I withdraw from the contract of sale of the good/ provision described above within the established term, for which I would be grateful if you would contact me using the contact details provided, to notify me that this request has been made.

Date of request:

Signature of consumer/ user: