

TERMS AND CONDITIONS

of the company

LIGHTS OUT, S.L.

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registered with the Commercial Registry of Santa Cruz de Tenerife, Section 8, Sheet TF-77887, Entry 1

(hereinafter the “**Provider**”)

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1. DEFINITIONS

TERMS

1.1 The following definitions shall, for the purposes of these Terms, have the following meanings:

“**Civil Code**” The Spanish Civil Code (Código Civil), approved by Royal Decree of 24 July 1889, as amended from time to time.

“**Contract**” The contract under which, depending on the Services selected in the Order:
the Provider undertakes to provide or arrange the relevant Service, including procuring a Ticket, providing a Guide, and/or arranging or mediating an Accommodation Service, Transport Service or other Travel Service where offered on the Website;
the Provider shall identify before conclusion of the Contract, where required by applicable law and reasonably possible, whether it acts as principal provider of the relevant Service or as intermediary for a third-party Travel Service Provider; and
the Customer undertakes to pay the Provider the Price and to comply with any applicable supplier terms disclosed before conclusion of the Contract.

“**Coupon**” A one-time discount coupon with a certain period of validity and a specific value, expressed by a unique alphanumeric code, entitling the Customer to a discount on certain parts of the Price. The following are considered Coupons:

- (a) general Coupon (“**Gift Coupon**”), which can be purchased on the Website, e.g., under the name “gift card” or other similar name;
- (b) flexi Coupon (“**Flexi Coupon**”), which the Customer receives when applying the Enhanced Cancellation Terms.

“Customer Review”	Has the meaning set out in clause 14.9 of the Terms.
“Customer“	A person who has concluded the Contract. “Customer” shall also mean a mere user of the Website, regardless of whether they have concluded the Contract, where the rights and obligations by their meaning relate to the use of the Website.
“Damage“	Property damage (actual damage or lost profit) and non-property damage.
“Enhanced Cancellation Terms”	<p>A Service provided by the Provider for certain Events, the content of which is the commitment:</p> <ul style="list-style-type: none"> (a) of the Provider to issue, against presentation of the Coupon, in favor of the Customer a Ticket Certificate in the amount of the Nominal Value of the Ticket, all upon the Customer’s written request (hereinafter the “Cancellation Notice”); and (b) of the Customer to pay the Provider a fee for the Enhanced Cancellation Terms (hereinafter the “Cancellation Fee”).
“Event Terms“	<p>The Organizer’s terms and rules relating to a specific Event, to the extent that they have been made available to the Customer before conclusion of the Contract, are stated on or supplied with the Ticket, or consist of reasonable operational, security or admission rules validly introduced by the Organizer after conclusion of the Contract:</p> <ul style="list-style-type: none"> (a) the Provider will make available, or refer the Customer to, Event Terms known to the Provider before the Order where reasonably possible; (b) later changes to Event Terms may bind the Holder only to the extent permitted by applicable law and may not deprive a Consumer of mandatory rights; and (c) the Customer and each Holder are responsible for complying with valid admission, security and conduct rules applicable at the Event Venue.
”Event“	A specific racing or automotive event organized by the Organizer at a particular date and place (hereinafter referred to as the “Event Date” and the “Event Venue”), to which the Ticket relates.
“Force Majeure”	An event or circumstance beyond the reasonable control of the affected Party which could not reasonably have been foreseen or, if foreseen, could not reasonably have been avoided or overcome, and which directly prevents or materially delays performance. This definition is intended to reflect, in particular, Article 1105 of the Civil Code. Depending on the circumstances, Force Majeure may include:

- (a) a major and abnormal outage of internet, telecommunications or electric power outside the affected Party's reasonable control;
 - (b) fire, earthquake, flood, inundation, volcanic activity, extreme weather or a major landslide;
 - (c) war, invasion, terrorist attack, serious civil unrest, general strike, uprising, revolution or sabotage;
 - (d) binding decisions of public authorities, embargoes, quarantines, expropriation, seizure of goods, or an unexpected legal prohibition making performance unlawful or impossible;
 - (e) a major disruption of critical infrastructure, explosion, nuclear incident, epidemic or pandemic, where its consequences meet the requirements of this definition;
 - (f) a major shutdown of transport infrastructure, but not ordinary traffic congestion or routine transport delay; and
 - (g) failure by an Organizer or supplier only where that failure is itself caused by a qualifying Force Majeure event and is outside the affected Party's reasonable control;
- ordinary commercial risk, foreseeable supply-chain difficulties or an event that merely makes performance more expensive or inconvenient do not constitute Force Majeure by themselves.

“Guide“

The Event Guide in the form of an e-book, the essence of which consists in the selection and arrangement of independent elements – texts, maps, photographs, pictograms, and other data – into a systematic and functional whole compiled by the Provider and relating to the Event. The Provider provides the Guide for the price specified on the Website (hereinafter referred to as the **“Guide Price”**).

“Holder“

The authorized holder of the Ticket. The Holder may be:

- (a) the Customer;
- (b) a person for whom the Customer purchased the Ticket; and
- (c) a person to whom the Ticket was transferred by the Customer in accordance with the Terms and the Event Terms.

“Invoice“

A tax or accounting document containing the particulars required by generally binding regulations.

“Nominal Value of the Ticket“	<p>The amount for which the Provider sells the Ticket and which is visible on the Website and during the Order.</p> <p>The Nominal Value of the Ticket never includes the Processing Fee, the Cancellation Fee, or the Guide Price.</p>
“Order“	The Customer’s order, which constitutes a proposal to conclude the Contract.
“Organizer“	The organizer of the Event. The Organizer of the Event is a person different from the Provider. The Provider does not organize Events.
”Package“	A commercial bundle of Services offered together by the Provider, which may include Tickets, Guides and/or other Services. The contractual term “Package” does not determine whether a combination constitutes a “Travel Package” (viaje combinado) under mandatory travel law. If a combination meets the statutory criteria for a Travel Package, the mandatory provisions of Book IV TRLGDCU and applicable Canary Islands tourism legislation apply irrespective of the label used by the Provider.
“Parties“	The Provider and the Customer.
“Payment Gateway“	The payment gateway available on the Website through which the Price may be paid.
”Price before Discount“	Has the meaning set out in clause 8.12 of the Terms.
“Price“	<p>The total amount payable by the Customer under the Order. Depending on the selected Services, the Price may include:</p> <ul style="list-style-type: none"> the Ticket Price; the Cancellation Fee; the Guide Price; the price of an Accommodation Service, Transport Service or other Travel Service; any clearly disclosed booking, mediation or service fee payable to the Provider; the cost of transport or delivery of a Physical Ticket; and payment processing fees for certain payment methods, where lawfully charged and disclosed in advance via the Website.
„Processing Fee“	The fee paid by the Customer to the Provider for the provision of the Service, which forms part of the Ticket Price.
“Service“	<p>Any service offered by the Provider under these Terms, including, as applicable:</p> <ul style="list-style-type: none"> mediation or procurement of a Ticket for an Event from the Organizer or another authorized or commercial supplier; provision of support and information relating to the Event; the Guide; Enhanced Cancellation Terms; mediation, reservation or arrangement of Accommodation Services; mediation, reservation or arrangement of passenger Transport Services, including flights; and other travel or tourism services expressly offered on the Website. <p>For a third-party Travel Service, the Website and/or booking confirmation shall indicate whether the underlying service contract is</p>

	concluded with the Provider or directly with the relevant Travel Service Provider.
“Terms“	These Terms and Conditions.
“Ticket Price“	The price of the ticket, which includes <ul style="list-style-type: none"> (d) the Nominal Value of the Ticket; and (e) the Processing Fee
“Ticket“	A ticket for the Event issued by the Organizer or another person on its behalf which, subject to the Terms and the Event Terms, entitles the Holder to enter the Event. The Ticket is usually in electronic form; in certain cases, the Provider supplies the Customer with a physical Ticket (hereinafter the “Physical Ticket”)
“User Account“	The Customer’s user account on the Website.
“Ticket Certificate “	An electronic confirmation of the conclusion of the Contract, which the Provider sends to the Customer after completion of the Order and payment of the Price, provided that the subject of the Contract was at least one Ticket. The Ticket Certificate is associated with the Customer’s right to receive the Ticket from the Provider within the time limits specified in the Terms. The Ticket Certificate is non-transferable and non-assignable to any person other than the Customer.
“Website“	The Provider’s website or platform to which these Terms apply (any Website that refers to these Terms, provided it is operated by the Provider).
“Accommodation Service“	A reservation or other contractual arrangement for non-residential accommodation, including a hotel, apartment, guesthouse or similar accommodation service, whether supplied by the Provider as principal or, more commonly, by a third-party Travel Service Provider for whom the Provider acts as intermediary.
“Transport Service“	A passenger transport service, including in particular a flight, train, coach, ferry or transfer, whether supplied by the Provider as principal or, more commonly, by a third-party carrier or other Travel Service Provider for whom the Provider acts as intermediary.
“Travel Service“	An Accommodation Service, Transport Service, vehicle rental or other tourism service within the meaning of Article 151 TRLGDCU, as well as any other travel-related service expressly offered on the Website. A Ticket may constitute an “other tourism service” for the purposes of statutory travel law where the conditions of that law are met.
“Travel Service Provider“	A third party that actually supplies an Accommodation Service, Transport Service or other Travel Service, such as a hotel, accommodation operator, airline, carrier, booking supplier or other tourism service provider.
“Travel Package“	A “viaje combinado” within the meaning of Articles 150 and 151 and Book IV of the TRLGDCU, including any combination that qualifies as such irrespective of whether the Services are invoiced separately or the Provider describes itself as an intermediary.

“Linked Travel Arrangement“

“Servicios de viaje vinculados” within the meaning of Articles 150, 151 and 167 et seq. of the TRLGDCU, including separate contracts with individual Travel Service Providers facilitated by the Provider in the circumstances specified by mandatory law.

FURTHER INTERPRETATION PROVISIONS

- 1.2 Unless stated otherwise in the Terms, words used with a capital initial letter shall have the meanings set out above. Headings in the Terms are inserted for convenience only and do not affect the interpretation of the Terms. References in the Terms to provisions and annexes without reference to another document are references to provisions and annexes of these Terms. Unless the meaning and context indicate otherwise, words in the singular include the plural and vice versa. Words are interpreted regardless of gender.
- 1.3 The Terms apply to the relationship between the Provider and the Customer regardless of whether the Customer is a consumer or is acting for business purposes, except where a provision expressly or by its nature applies only to one category. “Consumer” means a consumer or user within the meaning of Article 3 of the Spanish Consolidated General Consumer and User Protection Act approved by Royal Legislative Decree 1/2007 (the “TRLGDCU”), including any other person treated as a consumer under mandatory applicable law. A “Business Customer” means a Customer acting for purposes relating to their trade, business, craft or profession.
- 1.4 Where the Terms refer to the Website or to information on the Website, they refer to the rights and obligations arising in particular from individual texts on the Website, other notices, control elements or groups of control elements, including with regard to the visuals and arrangement of such elements.

2. INTRODUCTORY PROVISIONS

SCOPE OF THE TERMS

- 2.1 These Terms govern the mutual rights and obligations of the Parties:
 - (a) arising in connection with or on the basis of the Contract; or
 - (b) related to the use of the Website.

CAPACITY TO ACT

- 2.2 The Customer represents that they have the legal capacity required to conclude the Contract. A minor may conclude only those contracts that Spanish law permits them to conclude independently, including ordinary transactions appropriate to their age and social practice, or otherwise acts through or with the authorization of their legal representative as required by law. A person placing an Order on behalf of a legal person represents that they are authorized to bind that legal person.

RELATIONSHIP BETWEEN THE TERMS AND THE CONTRACT

- 2.3 Provisions deviating from the Terms may be agreed in the Contract. In the event of a conflict between the terms contained in the text of the Contract itself, the Terms, or any annex to the Contract, the decisive provisions shall be, in the following order (from highest to lowest): 1. the Contract, 2. any other annex to the Contract, and 3. the Terms.
- 2.4 The provisions of the Terms form an integral part of the Contract.

LANGUAGE VERSIONS

- 2.5 The Contract and the Terms may be made available in Spanish, English, Czech and other language versions. Where the Customer is a Consumer and Spanish consumer law applies, the legally required pre-contractual information shall be made available at least in Spanish. The Spanish version is the reference version for interpretation if versions differ; however, this rule does not

deprive a Consumer of mandatory rights or of protection arising from the language version actually supplied to and reasonably relied on by that Consumer.

3. CONCLUSION OF THE CONTRACT

GENERAL

- 3.1** The content of the Contract consists of the rights and obligations defined in the introduction to the Terms.
- 3.2** The offer and the Prices remain valid for the period during which they are displayed on the Website. This provision does not limit the Provider's ability to conclude the Contract under individually agreed terms.
- 3.3** The Provider is entitled, at its sole discretion, to quantitatively limit the provision of Services, in particular the number of Tickets whose purchase it intermediates, as well as to subsequently increase or decrease this number unilaterally at any time. For this purpose, the Provider is in particular entitled at any time to suspend the possibility to place an Order, or to re-enable this possibility at any time.
- 3.4** Unless expressly stated otherwise, listings, availability indications and other presentations on the Website constitute an invitation to place an Order and not a binding offer by the Provider. The Order constitutes the Customer's offer to conclude the Contract. The Provider may accept or reject an Order, subject to mandatory consumer law, availability, fraud prevention and the other provisions of these Terms.

ORDER PROCESS

- 3.5** The Customer shall complete the Order via the web form available on the Website. The Order contains information on:
 - (a) the Customer's identification and address details (first name, surname, address incl. country, where applicable company ID, etc.);
 - (b) the parameters of the Services selected by the Customer, including, as applicable, the Event and Ticket category, accommodation property and stay dates, passenger transport route and travel dates, passenger names and other booking data required by the relevant Travel Service Provider;
 - (c) the number of Tickets;
 - (d) the method of payment of the Price, in particular the choice of Payment Gateway;
 - (e) the Customer's contact details such as e-mail or telephone number.
- 3.6** Before submitting the Order, the Customer is obliged to carefully check the correctness and completeness of all data stated in the Order. By submitting the Order, the Customer confirms that all data entered by the Customer are current, true, and complete.

SUBMISSION OF THE ORDER

- 3.7** If the Customer intends to conclude the Contract, the Customer submits the Order by activating the final order button. Where the Order entails an obligation to pay, the button shall be labelled "Confirm and PAY", "Order with obligation to pay", or by another clear and unambiguous wording indicating that placing the Order entails an obligation to pay, in accordance with Article 98 TRLGDCU.

PAYMENT GATEWAY

- 3.8** After submitting the Order, the Customer is redirected to the selected Payment Gateway, where the Customer fills in the information necessary to pay the Price. Following the Customer's confirmation in the Payment Gateway environment, the Payment Gateway blocks in favor of the

Provider, on the Customer's account, an amount corresponding to the Price.

CONCLUSION OF THE CONTRACT

- 3.9** The Contract is concluded when the Provider expressly accepts the Order and confirms its acceptance to the Customer by e-mail or another durable medium. The Provider shall also confirm receipt of the Customer's electronic acceptance/order in the manner and within the period required by Article 28 of Law 34/2002 on Information Society Services and Electronic Commerce ("LSSI-CE"). The confirmation of the concluded Contract shall include, or provide on a durable medium, the applicable Terms and the legally required contractual information. Once the Order has been accepted, the Provider may instruct the Payment Gateway to charge the Price from the Customer's relevant account.

OTHER

- 3.10** Should a situation arise due to unforeseen circumstances, in particular due to a technical error, in which an amount equal to the Price is blocked on the Customer's account and the Provider has not at the same time confirmed the conclusion of the Contract or has not expressly concluded the Contract, the Contract has in such a case not been concluded and the Provider undertakes, without undue delay, to take steps to ensure that the amount blocked on the Customer's account in the amount of the Price is unblocked or returned if it has already been charged. The Provider shall inform the Customer of this by e-mail. The Customer acknowledges that the cancellation/unblocking of the blocked amount usually takes several hours or several days.
- 3.11** The Provider is always entitled, depending on the nature of the Order (in particular if a larger number of Tickets has been selected), to request the Customer to additionally confirm the Order (for example in writing or by telephone).

4. TICKETS AND TICKET CERTIFICATE

E-MAIL FOR COMMUNICATION

- 4.1** The e-mail address provided in the Order is the primary communication channel between the Parties. The Customer is responsible for keeping it accurate and accessible and for checking messages relating to the Order, without prejudice to any mandatory rule requiring a different form of communication.

TIME OF DELIVERY

- 4.2** The Provider shall, without undue delay after conclusion of the Contract, but no later than within 10 days, send the Ticket Certificate to the Customer's e-mail address, and subsequently, within the period pursuant to the Terms (clause 4.3), also the Ticket
- 4.3** The Provider hereby informs the Customer that it usually sends the Tickets to the Customer's e-mail address (or the Physical Ticket to the address specified by the Customer in the Order) 2–6 weeks before the Event Date, but at the latest within the deadlines specified in the following sentences of this clause. Notwithstanding the preceding sentence, the Provider is obliged to send the Ticket no later than **5 days before the Event Date**. If the Customer orders the Ticket later (including immediately before the date referred to in the preceding sentence), the Provider shall deliver the Ticket without undue delay. The Customer acknowledges and agrees with this Ticket delivery timeframe. The Parties agreed on this timeframe in particular with regard to the following reasons:
- (a) Fraud prevention and protection against unauthorized copying:** Late distribution of unique Ticket codes is standard practice of Organizers, minimizing the risk of counterfeiting and misuse. This procedure ensures the validity of the Ticket. The Provider may not have the Ticket available earlier.

- (b) Final adjustments to the Event: Organizers often reserve the right to make minor changes to the venue arrangement (e.g., placement of stages, schedules, cameras, security zones). Tickets are generated only after final confirmation of the above to ensure the validity of a specific seat (e.g., a seat number in the grandstand) or to ensure that the Ticket contains up-to-date details within the above scope.
- (c) Security requirements and personalization: Some Events may require Tickets tied to the name of the Holder. The processing of such details may take place only shortly before the Event.
- (d) Dependence on the supply chain: As a reseller, the Provider is bound by the delivery conditions of its partners or the Organizer, who may release Tickets within the same timeframes.

- 4.4 Electronic delivery of a Ticket Certificate, Ticket or Guide occurs when it is sent to the e-mail address or made available through the electronic channel agreed in the Contract in a manner that makes it accessible to the Customer. The Provider is not responsible for non-delivery caused solely by incorrect, incomplete or outdated contact details supplied by the Customer, or by settings or failures within the Customer's own systems, provided that the Provider has correctly performed its delivery obligation. The Customer is strongly advised to contact the Provider without delay if a Ticket Certificate or Ticket is not received within the time limits stated in these Terms so that any delivery issue can be investigated and corrected.

OTHER

- 4.5 **The Provider acts as an independent intermediary and/or secondary seller (reseller) of Tickets and is not the Organizer of the Event. The Organizer controls the staging, venue operation and admission rules for the Event. This allocation of roles does not exclude or limit the Provider's responsibility for its own contractual obligations, including the procurement and delivery obligations expressly assumed under the Contract, or any mandatory rights that a Consumer may have against the Provider under applicable law.**
- 4.6 The Customer is entitled to transfer the Ticket to another Holder if permitted by the Event Terms.

5. GUIDE

- 5.1 If the Customer has purchased the Guide, the Provider undertakes to send the Guide to the Customer no later than 5 days before the Event Date. The Customer acknowledges that the deferred delivery date is agreed here in order to provide the most up-to-date Guide (details of the Event may change even immediately before the Event).

NATURE AND CONTENT OF THE GUIDE

- 5.2 The Customer acknowledges that the information, recommendations, and tips contained in the Guide (e.g., recommendations concerning dining, transport, accompanying program, or other services provided by third parties) are of a subjective nature and represent the non-binding opinions and experiences of the Provider or persons on its side. Their purpose is to provide the Customer with inspiration and to facilitate orientation in connection with the Event. The Provider accepts no responsibility for the quality, scope, price, or availability of services provided by third parties mentioned in the Guide. Information such as opening hours, prices, or timetables may change over time, and the Provider therefore does not guarantee their absolute accuracy as of the Event Date. The Customer is advised to verify all key information from independent sources

SCOPE OF USE OF THE GUIDE

- 5.3 Where required by the legal nature of the Guide, the Provider grants the Customer, upon payment of the Guide Price, a non-exclusive, territorially unlimited license to use the Guide exclusively

for the personal use of the Customer or the Holder. The Customer is not entitled to distribute, copy, share with third parties, make publicly available, or otherwise use the Guide in contradiction with the purpose for which it was provided, whether for commercial or non-commercial purposes.

6. ACCOMMODATION, FLIGHTS AND OTHER TRAVEL SERVICES

ROLE OF THE PROVIDER

- 6.1** Where the Website offers an Accommodation Service, Transport Service or another third-party Travel Service, the Provider may act solely as an intermediary between the Customer and the relevant Travel Service Provider. Unless the Website or booking confirmation expressly identifies the Provider as the principal supplier, the underlying accommodation, carriage or other travel service is supplied by the Travel Service Provider and the corresponding service contract is concluded directly between the Customer (or traveller) and that Travel Service Provider.
- 6.2** The Provider remains responsible for its own mediation and booking obligations, including booking errors attributable to the Provider and any mandatory information duties. The Provider does not, merely by acting as intermediary, assume responsibility for the actual operation of a hotel, flight or other service performed by an independent Travel Service Provider, without prejudice to mandatory rights that cannot lawfully be excluded.

SUPPLIER TERMS AND PRE-CONTRACTUAL INFORMATION

- 6.3** The identity of the Travel Service Provider, material characteristics of the Travel Service, dates, destination or location, total price and material cancellation or change conditions shall be displayed or otherwise made available before the Customer is bound, to the extent required by applicable law. The Customer shall also be bound by the Travel Service Provider's terms that were made available before conclusion of the relevant contract. In case of conflict, mandatory law prevails.
- 6.4** For flights and other passenger transport, the Customer is responsible for providing passenger names and other mandatory travel data exactly as required by the carrier and for checking passport, visa, health and entry requirements applicable to the traveller. This does not limit any information duty that mandatory law expressly places on the Provider or Travel Service Provider.

BOOKING, PAYMENT AND CONFIRMATION

- 6.5** A request for an Accommodation Service or Transport Service is subject to availability and to confirmation by the relevant Travel Service Provider. A debit, card authorization or automated acknowledgement does not by itself guarantee availability unless the Provider has expressly confirmed the booking. If the requested third-party Travel Service cannot be confirmed, the Provider shall release or refund the corresponding amount received for that unavailable Service without undue delay.
- 6.6** Where the Provider collects money for a third-party Travel Service, it may do so as collection agent or intermediary for the Travel Service Provider where this is disclosed or follows from the booking structure. The booking confirmation or Invoice may separately identify the supplier price and any Provider booking, mediation or service fee.

CHANGES, CANCELLATIONS AND REFUNDS

- 6.7** Cancellation, amendment, no-show and refund rights for a third-party Travel Service are governed by mandatory law and the booking-specific fare, rate and supplier terms disclosed before the Customer is bound. Certain hotel rates and air fares may be non-refundable or may permit changes only against a fee or fare difference. Any separate Provider mediation or booking fee is refundable only where required by mandatory law or where the booking conditions expressly provide otherwise.

- 6.8** If a Travel Service Provider cancels or materially changes the underlying Travel Service, the Provider shall, where acting as intermediary, provide reasonable assistance with communication and with any refund or alternative offered by the Travel Service Provider. Statutory claims relating to the actual performance of a flight, accommodation stay or other third-party Travel Service are exercised against the legally responsible party, subject to any mandatory liability that Spanish or EU law places on the Provider.

FLIGHT-SPECIFIC RIGHTS

- 6.9** Where a flight is supplied by an airline, the airline is the operating carrier or contractual carrier responsible for carriage under the applicable conditions of carriage and mandatory aviation law. Passenger rights arising from denied boarding, cancellation or long delay may in particular arise under Regulation (EC) No 261/2004 where applicable. Nothing in these Terms limits such mandatory passenger rights.

ACCOMMODATION-SPECIFIC PROVISIONS

- 6.10** Accommodation classification, facilities, check-in and check-out times, deposits, local taxes, occupancy rules and house rules are determined by the accommodation provider and applicable local law. The Provider shall reproduce or communicate material information received from the Travel Service Provider but is not responsible for changes made by the accommodation provider after booking, except to the extent responsibility arises under mandatory law.

TRAVEL PACKAGES AND LINKED TRAVEL ARRANGEMENTS

- 6.11** The legal classification of a combination of Services depends on the statutory facts and not on the name used in the Website or these Terms. Under Book IV TRLGDCU, a combination of at least two different types of Travel Services for the same trip or holiday may constitute a Travel Package. Separate contracts may constitute a Linked Travel Arrangement where the statutory conditions are met. The Provider cannot avoid those mandatory regimes merely by describing itself as an intermediary or by invoicing Services separately.
- 6.12** Where an Order or booking flow constitutes a Travel Package or Linked Travel Arrangement, the Provider shall provide the mandatory pre-contractual information and standard information form required by Book IV TRLGDCU and applicable Canary Islands legislation, and the mandatory statutory rights and obligations for that arrangement prevail over any inconsistent provision of these Terms. Where required, the Provider shall maintain the legally required protection against insolvency.
- 6.13** For combinations consisting of one core Travel Service (such as accommodation or passenger transport) together with one or more other tourism services (such as an Event Ticket or Guide), the statutory 25% threshold and the question whether the tourism service is advertised as or otherwise constitutes an essential feature of the trip are relevant to classification under Article 151 TRLGDCU. The Provider therefore reserves the right to structure different booking flows and contracts according to the legal classification of the Services selected.

7. ENHANCED CANCELLATION TERMS

GENERAL PROVISIONS

- 7.1** The Provider offers Enhanced Cancellation Terms for selected Events as an additional Service that allows the Customer to return the Ticket Certificate beyond the standard conditions. Whether the Provider allows the arrangement of Enhanced Cancellation Terms also depends on the time of conclusion of the Contract in relation to the Event Date
- 7.2** The Customer must order the Enhanced Cancellation Terms simultaneously with the Ticket within a single Order. Arranging Enhanced Cancellation Terms is not a condition for concluding the Contract or procuring the Ticket.

- 7.3 On the Website, the Provider designates the Enhanced Cancellation Terms as “*flexi tickets*,” or a similar designation.

SUBJECT MATTER AND PROCEDURE

- 7.4 **If the Enhanced Cancellation Terms are agreed in the Contract, the Customer is entitled to send the Provider a Cancellation Notice, no later than:**

- (a) **4 weeks before the first day of the Event Date (the beginning of the Event); and at the same time only until**
- (b) **the moment the Provider sends the Ticket to the Customer.**

If the Customer sends the Cancellation Notice later, or if the Customer has already received the Ticket, the Customer may not make use of the Enhanced Cancellation Terms.

- 7.5 The Customer shall send the Cancellation Notice to e-mail hello@lightsout.gp.

- 7.6 Following the timely delivery of the Cancellation Notice, the Provider shall:

- (a) invalidate the Ticket Certificate; in such case the Customer acknowledges that the Ticket will no longer be delivered;
- (b) issue in favor of the Customer a Flexi Coupon in the amount of the Nominal Value of the Ticket; and
- (c) send the Flexi Coupon pursuant to the preceding paragraph to the Customer’s e-mail.

The Customer acknowledges that the Nominal Value of the Ticket, for which the Flexi Coupon is issued, never includes the Processing Fee, the Cancellation Fee, or the Guide Price.

TERMINATION OF OBLIGATIONS ARISING FROM THE ENHANCED CANCELLATION TERMS

- 7.7 The Provider’s obligation to repurchase the Ticket or Ticket Certificate and issue the Customer a Coupon shall terminate:

- (a) upon the futile expiry of the period within which the Enhanced Cancellation Terms may be exercised (clause 6.4(a) of the Terms);
- (b) by issuing the Flexi Coupon for the Nominal Value of the Ticket and sending it to the Customer; or
- (c) by withdrawal from or termination of the Contract.

8. REDEMPTION OF THE COUPON

GENERAL PROVISIONS

- 8.1 The value of the Coupon serves to cover certain (permitted) parts of the Price:

- (a) Flexi Coupon: The value of the Flexi Coupon can only be used to pay for the Nominal Value of the Ticket or part thereof. The Flexi Coupon cannot be used to pay for any other part of the Price, in particular the Guide Price, Cancellation Fee, Processing Fee or payment processing fees, if applicable.
- (b) Gift Coupon: The value of a Gift Voucher can only be used to pay for (i) the Nominal Value of the Ticket or part thereof, (ii) the Guide Price or part thereof, (iii) the Cancellation Fee or (iv) the Processing Fee. A Gift Coupon cannot be used to pay for any other part of the Price, in particular the payment Processing fees, if applicable.

REDEMPTION OF THE COUPON

- 8.2 A Coupon is redeemed by entering the relevant alphanumeric code into the designated field before

completing the Order. A Flexi Coupon is single-use unless the Provider expressly states otherwise. A purchased Gift Coupon may be used in accordance with the conditions disclosed at the time of purchase.

- 8.3** A Flexi Coupon may be required to be used in a single Order and any unused part may expire if this was clearly disclosed as part of the Enhanced Cancellation Terms. In the case of a Gift Coupon purchased for consideration, any rule on partial use, remaining balance or expiry shall be clearly disclosed before purchase and shall apply only to the extent permitted by mandatory consumer law; the Provider will not impose a forfeiture of paid value in a manner that would constitute an unfair term. The Customer remains obliged to pay any part of the Price to which the relevant Coupon cannot be applied.

RESTRICTIONS

- 8.4** The validity period of a Coupon may be limited. Any expiry date and material restrictions shall be clearly disclosed before purchase in the case of a purchased Gift Coupon, and at the time the Coupon is issued in the case of a Flexi Coupon. Expiry and other restrictions apply only to the extent permitted by mandatory law.
- 8.5** The Coupon cannot be exchanged for cash. Unless expressly stated otherwise, Coupon cannot be combined with other discount promotions nor with other Coupon (i.e., multiple Coupons cannot be used within a single Order).
- 8.6** The Customer is obliged to protect the alphanumeric code of the Coupon from loss, theft or misuse. By using a code, the Customer represents that they are entitled to use it. The Provider is not required to verify the identity of the person entering the code unless mandatory law requires otherwise. A Flexi Coupon is personal to the Customer and may not be transferred unless the Provider expressly agrees. A Gift Coupon may be transferred to another person unless the conditions disclosed at purchase state otherwise.

9. PAYMENT TERMS

INTRODUCTORY PROVISIONS ON PAYMENT OF THE PRICE

- 9.1** The Customer is obliged to pay the Provider the Price, or the Price reduced by a discount with regard to the redemption of a Coupon under the rules set out in the Terms.
- 9.2** The Price may only be paid via
- (a) the Payment Gateway, or
 - (b) bank transfer,
- if this option is enabled by the Provider on the Website
- The Customer acknowledges that depending on the selected Payment Gateway, their rights and obligations are also governed by the terms and conditions or privacy policy of the Payment Gateway.
- 9.3** The Customer is obliged to follow the Provider's payment instructions, which also applies to the instructions of the Payment Gateway to which the Customer is redirected from the Website.
- 9.4** Prices displayed to Consumers include all taxes and mandatory charges that the Provider is legally required to include in the advertised final price. Depending on the legal nature and place of supply of the transaction, the applicable indirect tax may be Spanish VAT, Canary Islands General Indirect Tax (IGIC), or another applicable indirect tax. Any additional charge that may lawfully be imposed will be disclosed before the Customer submits the Order.
- 9.5** The costs of electronic delivery of the Ticket Certificate or Ticket are borne by the Provider and are already included in the Price.

- 9.6** The Provider is entitled to withhold confirmation, procurement, issuance or delivery of any Service until the relevant Price has been successfully received or the Payment Gateway confirms successful payment, except to the extent mandatory law or the applicable Travel Service Provider's booking process requires otherwise.
- 9.7** Discounts granted by the Provider cannot be combined unless expressly stated otherwise. If a discount is expressly conditional on the Customer satisfying a clearly disclosed requirement, the Provider may recalculate the Price if that requirement is not met, but only to the extent that the recalculation is transparent, proportionate and permitted by applicable law. No discount-recovery provision shall operate as an unfair penalty against a Consumer. This clause does not apply to a Flexi Coupon issued under the Enhanced Cancellation Terms.
- 9.8** The Provider shall issue an Invoice or other legally required accounting document in accordance with applicable Spanish and Canary Islands tax and invoicing rules and shall send it electronically to the Customer's e-mail address or otherwise make it available on a durable medium, where legally permitted.
- 9.9** The Parties agree to the use of electronic Invoices.

VALIDITY OF PRICES

- 9.10** Prices remain valid while displayed on the Website, subject to availability and correction of manifest technical errors. If a manifest pricing or system error is identified before acceptance of the Order, the Provider may reject the Order and unblock or refund any amount charged. If such an error is discovered only after the Contract has been concluded, the Provider may seek correction, annulment or termination only to the extent permitted by applicable law and shall inform the Customer without undue delay. If the Contract is lawfully terminated for that reason, all amounts paid for the affected performance shall be refunded without undue delay.

INFORMATION ON DISCOUNTS

- 9.11** Where Spanish or EU law requires a reference or prior price to be displayed in connection with a price reduction, the Provider shall display the legally required reference price and information. Any crossed-out price, percentage reduction or other promotional price indication shall be presented clearly and shall not be misleading. Where the statutory 30-day prior-price rule applies to the relevant product or offer, the Provider shall calculate and display the reference price in accordance with the applicable consumer pricing rules.

10. DELIVERY OF THE TICKET CERTIFICATE, TICKET, AND GUIDE

TIME OF DELIVERY

- 10.1** The Provider undertakes to deliver the Ticket Certificate without undue delay after payment of the Price by the Customer (clause 4.2 of the Terms). The Ticket and the Guide shall be made available in accordance with the Terms (clauses 4.3 and 5.1 of the Terms)

DELAYS IN DELIVERY

- 10.2** If the Provider is in delay with delivery of the Ticket Certificate, Ticket or Guide, a Consumer may require performance within an additional period appropriate to the circumstances and may terminate the affected part of the Contract if the Provider fails to perform within that period. An additional period is not required where the Provider has refused performance or where performance by the agreed time is essential under applicable law. These rights are without prejudice to any other mandatory consumer remedy. For the avoidance of doubt, the Provider is in delay only after expiry of the delivery period validly agreed under these Terms:
- (a) with delivery of the Ticket, only if it is not delivered within the time limits under the Terms (clause 4.3 of the Terms);

- (b) in the case of a Physical Ticket, only if it is not delivered within the delivery deadline for the Ticket under letter (a), also with regard to clause 9.5 et seq. of the Terms; and
- (c) with delivery of the Guide, only if it is not delivered within the time limits under the Terms (clause 5.1 of the Terms)

FORMAT

- 10.3** The Ticket Certificate, Ticket, and Guide are usually delivered in *portable document format* (.pdf). The Provider delivers Physical Tickets only if stated on the Website and agreed in the Contract.

ABSENCE OF MANUAL

- 10.4** The Provider does not provide a manual together with the Ticket, Guide, or Ticket Certificate due to their nature. However, in case of any uncertainties, the Customer may contact the Provider at any time, and the Provider shall attempt to resolve such uncertainties.

DELIVERY OF PHYSICAL TICKET

- 10.5** If the Provider delivers a Physical Ticket, the Customer selects one of the delivery methods offered on the Website. Where a Consumer independently chooses a carrier or delivery method not offered by the Provider, any transfer of transport risk shall be governed by the mandatory rules applicable to such consumer delivery; any additional cost of the Customer's special delivery request shall be disclosed or agreed in advance.
- 10.6** The specific delivery time of the Physical Ticket also depends on the chosen method of delivery. The Provider usually delivers the Physical Ticket within the same period as the Ticket (clause 4.3 of the Terms). The Provider cannot influence the delivery time of Physical Tickets by external carriers. In case of issues concerning delivery time, the Customer may contact the Provider to resolve the situation with the carrier, and the Provider undertakes to assist in resolving the situation.
- 10.7** For a Consumer, the risk of accidental loss of or damage to a Physical Ticket passes when the Consumer or a third party designated by the Consumer, other than the carrier, obtains physical possession of it, except where mandatory law provides otherwise for a carrier independently commissioned by the Consumer. For a Business Customer, risk passes at the time agreed in the Contract or, failing such agreement, in accordance with applicable law.
- 10.8** Unjustified refusal of the Physical Ticket (or the shipment) by the Customer does not constitute a failure by the Provider to deliver the Physical Ticket, nor does it constitute withdrawal from the Contract by the Customer.
- 10.9** The Customer acknowledges that if (i) they fail to collect the delivered Physical Ticket or (ii) they unjustifiably refuse to accept it without having properly withdrawn from the Contract (if entitled to do so), such conduct constitutes a breach of the Customer's obligations under the Contract. In such case, the Customer is obliged to compensate the Provider for Damage incurred as a result of the Customer's breach of obligations.
- 10.10** If, for reasons attributable to the Customer, it is necessary to deliver the Physical Ticket repeatedly or in a manner other than stated in the Order, the Customer is obliged to compensate the Provider for Damage consisting of the reasonably incurred costs associated with repeated delivery of the Physical Ticket or with delivery in another manner.
- 10.11** Upon receipt of the Physical Ticket from the carrier, the Customer is obliged to check the integrity of the Physical Ticket and, in case of any defects, immediately notify the carrier and record a reservation in the delivery note. If the packaging shows signs of unauthorized tampering, the Customer is not obliged to accept the shipment from the carrier and must duly record the reservation with the carrier, stating that the packaging was damaged.

- 10.12** The Customer should inspect a Physical Ticket promptly after receipt and notify any transport damage or other defect as soon as reasonably possible. A Business Customer must notify hidden transport damage within 3 (three) business days after receipt unless mandatory law provides otherwise. A Consumer's statutory rights are not lost merely because the Consumer did not report a defect within that three-day period; the applicable statutory conformity and limitation periods remain unaffected.

11. EVENT TERMS, CHANGES TO THE EVENT, CANCELLATION OF THE EVENT, AND THE ORGANIZER

LIABILITY OF THE ORGANIZER

- 11.1** The Organizer is responsible for organizing and operating the Event, including venue safety, scheduling, admission and compliance with rules applicable to the Event itself. The Customer and each Holder must comply with the valid Event Terms and should check the Organizer's current official information before attending, particularly where admission restrictions, age rules, security requirements or venue rules apply.
- 11.2** If the Event Date, Event Venue or Event program changes, the continued validity of the Ticket is governed by the Organizer's valid Event Terms and applicable law. If the Event is cancelled without a replacement date, refund and other rights depend on the applicable law, the Organizer's conditions and the Provider's legal role in the relevant transaction. Where the Provider receives from the Organizer or its supplier a refund attributable to the Customer's Ticket, the Provider shall pass the corresponding amount to the Customer without undue delay. Nothing in this clause excludes any mandatory refund, conformity or contractual right that the Customer may have directly against the Provider.
- 11.3** The Provider is not responsible for the Organizer's independent acts or omissions or for the conduct of the Event to the extent those matters are outside the Provider's contractual obligations and reasonable control. This does not exclude liability for the Provider's own breach, misrepresentation, failure to exercise legally required care, or any liability that cannot be excluded under mandatory law. Claims for travel, accommodation or other consequential costs remain subject to applicable law and the circumstances of the individual case.

OBLIGATIONS OF THE CUSTOMER AND THE HOLDER

- 11.4** The Customer is obliged to comply with the Event Terms. The Customer undertakes to ensure that the Holders also behave in accordance with the Event Terms and within the scope of this Article 10 of the Terms.

COOPERATION OF THE PROVIDER

- 11.5** The Provider shall use reasonable efforts to inform the Customer of material Event changes of which the Provider becomes aware from the Organizer or another reliable source and which are relevant to the Ticket. The Customer should also actively verify the current status of the Event through the Organizer's official communication channels, especially shortly before the Event Date.
- 11.6** Where a claim or refund must in practice be pursued through the Organizer or the Provider's supplier, the Customer may ask the Provider to facilitate that process. The Provider may require the original Ticket or other reasonably necessary information. If the Organizer or supplier pays to the Provider an amount attributable to the Customer's Ticket, the Provider shall inform the Customer and remit that amount without undue delay after obtaining the information reasonably necessary to make payment. This cooperation clause does not remove any mandatory claim that

the Customer may have directly against the Provider.

- 11.7** Unless transport, accommodation or another travel service is expressly included in the Contract, the Provider does not provide or guarantee such services. The Provider is not responsible for third-party transport, accommodation or travel arrangements outside the Contract, except to the extent liability arises under mandatory law or from information or commitments expressly provided by the Provider.

12. WITHDRAWAL FROM THE CONTRACT AND TERMINATION OF THE CONTRACT

- 12.1** The Parties have the right to withdraw from the Contract if so provided by the Contract, the Terms, or by law.

RULES FOR WITHDRAWAL FROM THE CONTRACT WITHOUT REASON

- 12.2** If the Customer is a Consumer, the statutory right of withdrawal for distance contracts under Articles 102 et seq. TRLGDCU generally lasts 14 (fourteen) calendar days, subject to the statutory exceptions and the rules below. The withdrawal notice must be sent within the applicable period.
- (a) To the extent Article 103(l) TRLGDCU applies, there is no statutory right of withdrawal in respect of a Ticket or a ticket-procurement service relating to an Event or other leisure activity scheduled for a specific date or period;**
 - (b)** For Accommodation Services reserved for a specific date or period, and for passenger Transport Services, the existence and scope of any statutory withdrawal right is determined by the specific rules and exceptions of the TRLGDCU and other applicable transport law. In practice, cancellation and refund rights will normally be governed by the booking-specific supplier conditions disclosed before the Customer is bound, subject always to mandatory law.
 - (c) For a Guide supplied as digital content not supplied on a tangible medium, the Consumer loses the statutory right of withdrawal only when all requirements of Article 103(m) TRLGDCU are satisfied, including that performance begins during the withdrawal period with the Consumer's prior express consent, the Consumer expressly acknowledges the resulting loss of the withdrawal right, and the Provider supplies the required confirmation on a durable medium. The Provider must obtain that express consent and acknowledgement separately in the ordering process where required; mere acceptance of these Terms does not by itself constitute the required express consent.**

WITHDRAWAL PROCEDURE

- 12.3** To exercise a statutory right of withdrawal, the Customer may use the model withdrawal form in Annex 1 to these Terms, but use of the model form is not mandatory. Any unequivocal statement identifying the Customer, the relevant Contract or Order and the decision to withdraw is sufficient if made within the applicable statutory period.
- 12.4** The Customer may send the withdrawal in particular to the contact address, to any establishment of the Provider, to the Provider's registered office, or to the Provider's contact e-mail.
- 12.5** Following a valid statutory withdrawal, the Provider shall reimburse the amounts required by applicable law without undue delay and in any event within 14 (fourteen) calendar days from the date on which the Provider is informed of the withdrawal, subject to any lawful right to withhold reimbursement. Unless the Customer expressly agrees otherwise, reimbursement will be made using the same means of payment and without additional fees to the Consumer.
- 12.6** The withdrawal must include identification of the Customer and the relevant Order.

- 12.7** If a gift has been provided to the Customer under the Contract, the relevant gift agreement is concluded with a resolutive condition that if the Contract is withdrawn from by either Party, the gift agreement becomes void and the Customer is obliged to return the gift provided.

POSSIBILITY OF WITHDRAWAL BY THE PROVIDER

- 12.8** The Provider has the right to withdraw from the Contract also in the following cases:

- (a) a clearly incorrect Price was stated on the Website due to a technical error;
- (b) the Ticket or other Service becomes unavailable because of a Force Majeure event, a binding act of an authority, or a failure by the Organizer or Travel Service Provider that prevents the Provider from procuring or arranging the affected Service despite reasonable efforts, provided that termination is permitted by applicable law and the Provider refunds the amounts paid for the undelivered affected performance;
- (c) performance becomes objectively impossible or unlawful. Any termination by the Provider is without prejudice to mandatory Consumer rights, including any refund or damages that cannot lawfully be excluded.

13. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE (COMPLAINTS)

APPLICABLE STATUTORY RIGHTS

- 13.1** The Customer's rights in respect of non-performance, defective performance and lack of conformity are governed by applicable Spanish law, including the Civil Code and, for Consumers where applicable, the TRLGDCU (including its rules on conformity of goods, digital content and digital services). Nothing in this Article limits mandatory Consumer rights.

EXAMPLES OF DEFECTIVE PERFORMANCE

- 13.2** The Provider is liable for ensuring that the Ticket or Coupon is free from defects. The Provider performs defectively:

- (a) in the case of the Ticket, in particular, if:
 - (i) it is not delivered in the agreed quantity;
 - (ii) it is not an original Ticket from the Organizer;
 - (iii) it is otherwise defective in view of the nature of the Ticket, whereas if the Ticket were deemed digital content (and not a Physical Ticket), the Provider shall also be liable to the extent set out below for the Guide; or
 - (iv) in the case of a Physical Ticket, it is damaged or otherwise unusable for its intended purpose. Where a Physical Ticket is legally treated as a good, the mandatory Spanish consumer conformity rules applicable to goods shall apply to a Consumer.
- (b) in the case of the Guide, in particular, if:
 - (i) it does not correspond to the agreed description and scope, as well as quality, functionality, compatibility, interoperability, and other agreed characteristics; if the Customer is an entrepreneur, the Provider is not liable for compatibility and interoperability unless expressly agreed;
 - (ii) it is not fit for the purpose required by the Customer and agreed to by the Provider; if the Customer is an entrepreneur, such purpose must be expressly agreed;
 - (iii) it is not provided with agreed accessories and instructions for use, including an installation manual, and with user support, where customary given the nature of the Guide; this does not apply if the Customer is an entrepreneur;
 - (iv) it is not fit for the purpose for which digital content of that kind is usually used, including

with regard to third-party rights, legal regulations, technical standards, or industry codes of conduct, in the absence of technical standards; if the Customer is an entrepreneur, the Provider is only liable for usual use regardless of the foregoing;

- (v) it does not correspond in scope, quality, and other performance parameters, including functionality, compatibility, accessibility, continuity, and security, to the usual characteristics of digital content of the same kind that the Customer may reasonably expect, including with regard to public statements made by the Provider or another person in the same contractual chain, in particular advertising or labeling; this does not apply if (i) the Customer is not a consumer, or (ii) the Provider proves that it was unaware of such a statement or that it was corrected at least comparably at the time of conclusion of the Contract, or that it could not have influenced the decision to conclude the Contract;
- (vi) it is not provided with accessories and instructions for use that the Customer may reasonably expect; this does not apply if the Customer is an entrepreneur; and further
- (vii) it is defective and the defect was caused by incorrect integration of the Guide with the Customer's digital environment, which was carried out by the Provider or under its responsibility pursuant to the Contract. This also applies if the integration was carried out by the Customer and the defect arose as a result of a deficiency in the instructions provided by the Provider; to verify whether the defect occurred as a result of the Customer's unsuitable digital environment and to potentially remove the defect in the Guide, if such removal can reasonably be expected given its nature, the Customer undertakes to provide the Provider with the necessary cooperation to the extent reasonably required. The Customer's duty to cooperate is limited only to technically available means that are as non-intrusive as possible for the user. If the Customer is an entrepreneur, the Provider has the right to use all means that may reasonably lead to the removal of the defect. Cooperation reasonably required and non-intrusive means include, for example, installation of TeamViewer or a similar tool and troubleshooting through remote control, if possible given the device.

ABSENCE OF RIGHTS FROM DEFECTIVE PERFORMANCE

13.3 The Customer has no rights from defective performance if:

- (a) for a Business Customer, the defect was known to that Customer at the time of conclusion of the Contract and applicable law allows the consequence stated in this clause; for a Consumer, knowledge or acceptance of a deviation excludes conformity rights only to the extent and under the conditions permitted by mandatory consumer law; or
- (b) the Customer caused the defect through misuse, an unauthorized alteration, or another act contrary to the Contract or the Provider's reasonable instructions, to the extent the defect is attributable to that conduct.

COMPLAINT PROCEDURE

13.4 The applicable legal period for asserting a lack of conformity depends on the legal nature of the performance. In particular, for a Consumer, Spanish law generally provides a three-year conformity period for goods and a two-year conformity period for digital content or digital services supplied in a single act or series of acts; continuously supplied digital content or services are covered for the legally applicable supply period. Ticket-related service claims are governed by the rules applicable to the relevant contractual performance and by the Event-specific timing. A Business Customer must notify defects within the periods required by applicable law and the Contract.

- 13.5** The Customer may submit a complaint or exercise rights relating to defective performance through the Provider's contact e-mail, postal address, telephone customer-service channel, or any other channel made available for contracting or complaints. The Provider may reasonably request proof of purchase, identification of the Order and a description of the issue where needed to investigate the claim. A Consumer shall not be required to use a more burdensome channel than permitted by Article 21 TRLGDCU.
- 13.6** The moment of exercising rights from defective performance is considered the moment when the occurrence of the defect was notified by the Customer to the Provider and the right from defective performance was asserted.
- 13.7** If the defect is removable, the Customer may demand:
- (a) completion of what is missing, if applicable given the nature of the Ticket or Guide;
 - (b) removal of the defect, (i) if applicable given the circumstances of the case, and (ii) if not impossible or disproportionately costly, to be assessed in particular with regard to the significance of the defect and the value that the Ticket or Guide would have without the defect. The Provider shall remove the defect within a reasonable time after it is claimed and, if the Customer is a consumer, in such a way as not to cause significant inconvenience to the Customer, taking into account the nature of the Guide or Ticket and the purpose for which the Customer required it.
- 13.8** Instead of the rights referred to in clause 12.7, the Customer may demand a reasonable discount or withdraw from the Contract if:
- (a) the Provider has not remedied the defect, or it is apparent from the Provider's statements or the circumstances that the defect will not be remedied in accordance with the Terms;
 - (b) the defect recurs or persists after being remedied; or
 - (c) the defect constitutes a material breach of the Contract.
- 13.9** Upon receipt of a Consumer complaint, the Provider shall provide a reference number or other durable proof that the complaint was submitted and shall record the date, substance of the complaint, requested remedy where applicable, and the Customer's contact details.
- 13.10** The Provider shall respond to a Consumer complaint as soon as possible and, in any event, within the maximum period required by Article 21 TRLGDCU, currently 15 (fifteen) days from submission, unless a shorter sector-specific period applies. The response shall state the result of the review or the next steps needed to complete a remedy. A technically complex remedy or a matter requiring Organizer cooperation may take longer to complete where legally permissible, but this does not extend the statutory deadline for responding to the complaint.
- 13.11** If a Consumer complaint is not resolved satisfactorily, the Consumer may use the remedies available under applicable law and may seek assistance from a competent consumer authority or an accredited alternative dispute resolution entity in accordance with the provisions below. Failure to respond within the statutory period does not remove or reduce any other right of the Consumer.

REASONABLY INCURRED COSTS

- 13.12** Consumer remedies for lack of conformity shall be provided free of charge to the extent required by the TRLGDCU, including the necessary costs of bringing the performance into conformity where applicable. Any reimbursement of costs for a Business Customer is governed by applicable law and the Contract.

14. COPYRIGHT PROTECTION, LIABILITY, AND USE OF THE WEBSITE

- 14.1** The content of the Website (including texts, the Terms, photographs, images, logos, software and

other materials) is protected by the intellectual property rights of the Provider or third parties, including under the Spanish Intellectual Property Act approved by Royal Legislative Decree 1/1996 and other applicable laws. Except where permitted by law or authorized by the relevant rights holder, the Customer may not reproduce, distribute, communicate to the public, transform or commercially exploit that content.

- 14.2 The Provider bears no liability for errors arising from third-party interference with the Website or from its use contrary to its purpose. When using the Website, the Customer must not employ procedures that could disrupt the system's functionality or place an unreasonable load on it.
- 14.3 If the Customer engages in unlawful conduct or materially misuses the Website, the Provider may take proportionate measures, including restricting or suspending access, where reasonably necessary to protect the Website, other users or third-party rights. The Customer remains liable for Damage actually caused by unlawful conduct to the extent provided by applicable law.
- 14.4 The Provider warns the Customer that by clicking on certain links on the Website, they may leave the Website and be redirected to third-party websites.
- 14.5 Everyone is obliged to use the Website solely for its intended purpose and in the usual manner, i.e., through a browser and the user interface.
- 14.6 To use the Website in full, the Customer must use certain technologies or browser settings, such as enabling JavaScript or allowing necessary cookies in the browser.
- 14.7 The Customer acknowledges that the Website may not be continuously available, particularly due to necessary maintenance of the Provider's hardware and software equipment or the hardware and software equipment of third parties.

15. SPECIAL PROVISIONS FOR THE CUSTOMER – CONSUMER

- 15.1 If the Customer is a Consumer, mandatory consumer legislation applies, including where relevant the TRLGDCU, Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE), Law 7/2017 on alternative dispute resolution for consumer disputes, Law 3/2003 on the Statute of Consumers and Users of the Canary Islands, Decree 90/2023 of the Canary Islands on customer-service and complaint forms, and directly applicable European Union consumer law.
- 15.2 If the term “Customer” is used in this Article of the Terms, it means a Customer who is a consumer.
- 15.3 The Provider is a Spanish limited liability company (sociedad limitada) registered with the Commercial Registry of Santa Cruz de Tenerife under the registration details stated at the beginning of these Terms. Its activities are subject to the generally applicable commercial, tax, e-commerce and consumer-protection requirements and to any sector-specific authorization that may be required for a particular service. Nothing in these Terms constitutes a representation that an activity exempt from authorization is being carried out where the law requires an authorization.
- 15.4 Unless the Website or another durable communication expressly states otherwise, the Provider is not voluntarily bound by a particular code of conduct. Any mandatory industry rule or code made binding by law remains unaffected.
- 15.5 Consumer-protection supervision in the Canary Islands is carried out, within their respective competences, by the Dirección General de Comercio y Consumo del Gobierno de Canarias and competent municipal consumer authorities. Consumers in Adeje may also seek information or assistance from the Oficina Municipal de Información al Consumidor (OMIC) of the Ayuntamiento de Adeje.
- 15.6 Under Law 7/2017, Consumers may have access to accredited alternative dispute resolution

(“ADR”) entities. An accredited consumer ADR body in the Canary Islands is the Junta Arbitral de Consumo de Canarias, Santa Cruz de Tenerife office, Avda. Francisco La Roche, 35, Edificio de Servicios Múltiples I, 8th floor, 38001 Santa Cruz de Tenerife, e-mail: arbitrajeconsumo.comercio@gobiernodecanarias.org. The Provider shall provide the information required by Article 40 of Law 7/2017 when a complaint remains unresolved, including whether it is bound or willing to participate in the relevant ADR procedure. Reference to the Junta Arbitral does not by itself constitute the Provider’s adherence to consumer arbitration.

- 15.7 Where the Provider carries out regulated tourism intermediation in the Canary Islands, it is also subject to the applicable Canary Islands tourism legislation, including Law 7/1995 on Tourism in the Canary Islands and Decree 89/2010 on tourism intermediation as amended, and shall comply with registration/declaration, complaints-sheet, information and insolvency-protection requirements applicable to the specific activity performed.
- 15.8 Complaints are handled by the Provider through the contact channels stated at the beginning of these Terms. Consumers may also use the official Canary Islands complaint-form procedure (hojas de reclamaciones) in accordance with Decree 90/2023 and may submit a complaint through the competent OMIC or the Dirección General de Comercio y Consumo once the required prior complaint to the Provider has been made.
- 15.9 The former European Online Dispute Resolution (ODR) platform is no longer available: Regulation (EU) No 524/2013 was repealed with effect from 20 July 2025 by Regulation (EU) 2024/3228. For cross-border consumer disputes, Consumers may consult the European Consumer Centre network and the official lists of accredited ADR entities made available by the European Commission and national consumer authorities.
- 15.10 If the Provider publishes reviews of third parties on the Website who have used the Services, had experience with the Provider, or ordered another product from the Provider (hereinafter the “**Customer Review**”), the Provider shall appropriately inform whether and how a given Customer Review has been verified or whether it is a paid Customer Review. If such information is not stated appropriately with the Customer Review, the Provider hereby informs the Customer that the Customer Review is not verified and is not a paid Customer Review.
- 15.11 The Provider informs the Customer that Ticket prices may change over time, including as a result of supply and demand. If the Provider uses personalized pricing based on automated decision-making where disclosure is required by consumer law, the Consumer shall be informed clearly before placing the Order.

16. LIABILITY OF THE PROVIDER

GENERAL LIMITATION OF LIABILITY

- 16.1 Nothing in these Terms excludes or limits any right or liability that cannot lawfully be excluded or limited. The Provider is responsible for due performance of the obligations it assumes under the Contract. Because the Provider does not organize the Event, it is not responsible for the Organizer’s independent operation of the Event or venue, except where the Provider is legally responsible for its own acts, omissions, representations or contractual commitments.
- 16.2 The Customer acknowledges the following characteristics of the Ticket resale/intermediation service:
 - (a) the Tickets originate from resale by the Provider (i.e., the secondary market), although they were issued by the Organizer or a third party on its side; and
 - (b) the Event is entirely under the control of the Organizer and the Provider has no influence on it, its organization, or its course.

- 16.3** For a Business Customer only, and to the maximum extent permitted by applicable law, the Provider shall not be liable for indirect or consequential loss, loss of profit, loss of business opportunity or other purely economic loss that was not reasonably foreseeable at the time of conclusion of the Contract. This limitation does not apply where liability cannot lawfully be excluded or limited.
- 16.4** If the Provider lawfully terminates the Contract because a supplier or Organizer fails to provide the Ticket and the Provider cannot procure an equivalent Ticket despite reasonable efforts, the Provider shall refund the amounts paid for the affected undelivered performance. Any further liability is determined by applicable law; this clause does not exclude mandatory Consumer remedies or liability arising from the Provider's own fraud, wilful misconduct or other non-excludable conduct.

LIMITATION OF LIABILITY EXCLUSION

- 16.5** The exclusions and limitations in this Article do not apply where liability cannot be contractually excluded or limited, including in particular liability arising from:
- (a)** death or personal injury to the extent caused by conduct for which the Provider is legally responsible, or infringement of other rights for which liability is mandatory; or
 - (b)** fraud, wilful misconduct or gross negligence, to the extent Spanish law does not permit limitation of such liability.
- 16.6** For a Consumer, any limitation of liability applies only to the extent compatible with the TRLGDCU and other mandatory consumer law. In particular, no clause shall operate as a waiver of statutory conformity rights, reimbursement rights or compensation rights that cannot legally be waived in advance.

17. FORCE MAJEURE

- 17.1** A Party is not liable for a delay or failure to perform to the extent it proves that the delay or failure was directly caused by Force Majeure and that it could not reasonably have avoided or overcome the effects of the Force Majeure event. The affected obligation is suspended only for the period and to the extent of the impediment. Force Majeure does not exclude payment obligations already due, nor does it remove any mandatory Consumer right to a refund or termination where the contracted performance ultimately cannot be supplied.
- 17.2** The Party affected by Force Majeure shall inform the other Party without undue delay of the nature and expected duration of the event, take reasonable steps to mitigate its effects, and resume performance as soon as reasonably possible. If the Force Majeure event continues for a period that defeats the essential purpose of the Contract, either Party may exercise any termination right available under the Contract or applicable law.

18. PERSONAL DATA PROTECTION

- 18.1** The Provider informs about the processing of personal data of natural persons in a separate document – Privacy Policy.
- 18.2** The Provider informs about the processing of cookies in a separate document – Cookie Policy.
- 18.3** Personal-data processing is governed by Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), Spanish Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights (LOPDGDD), and other applicable data-protection rules. The competent Spanish supervisory authority is the Agencia Española de Protección de Datos (AEPD), without prejudice to the competence of another supervisory authority under the GDPR in a particular

cross-border case.

19. COMMERCIAL PACKAGES / BUNDLES

PACKAGES AT THE PROVIDER'S DISCRETION

- 19.1** The Provider may, at its discretion, offer commercial Packages containing two or more Services, including Tickets, Guides and, where expressly offered, Travel Services. A commercial Package may be offered at a combined Price more favorable than the sum of the individual Services. The use of the contractual term "Package" does not determine the statutory classification of the combination as a Travel Package; that classification is governed exclusively by mandatory law and the factual booking structure.

APPLICATION OF THE TERMS

- 19.2** If the Customer orders a commercial Package, the provisions of these Terms apply to each included Service according to its nature. If the combination constitutes a statutory Travel Package or Linked Travel Arrangement, the mandatory rules described in the Article "TRAVEL PACKAGES AND LINKED TRAVEL ARRANGEMENTS" and Book IV TRLGDCU prevail.

LOSS OF ENTITLEMENT TO DISCOUNT

- 19.3** If the Customer lawfully exercises a right of partial withdrawal or termination in respect of one or more, but not all, elements of a Package, any Package discount may be recalculated only where the discount structure and the consequences of partial cancellation were disclosed clearly before conclusion of the Contract and the recalculation is permitted by applicable law.
- 19.4** Any recalculation under the preceding paragraph shall reflect the price that would have applied to the retained elements without the cancelled Package element and shall not operate as a penalty or deprive a Consumer of a mandatory refund or withdrawal right.

20. GOVERNING LAW AND DISPUTE RESOLUTION

GOVERNING LAW

- 20.1** These Terms and the Contract are governed by the laws of Spain, without prejudice to the mandatory conflict-of-law rules described below. To the extent relevant to a Business Customer transaction, the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. No provision of these Terms excludes a mandatory provision of Spanish or European Union law that applies to the Customer.

DISPUTE RESOLUTION

- 20.2** The Parties shall first make a reasonable attempt to resolve any dispute arising from or in connection with the Contract amicably through the Provider's customer-service channels. This does not prevent a Party from seeking urgent relief, using a statutory complaint or ADR procedure, or bringing proceedings where a mandatory limitation period or other legal interest requires it.
- 20.3** For a Consumer, jurisdiction shall be determined exclusively by the mandatory rules applicable to consumer contracts, including Regulation (EU) No 1215/2012 where applicable, and these Terms do not impose an exclusive forum that would deprive the Consumer of a court available under those rules. For a Business Customer, to the extent a choice-of-court agreement is valid under applicable law, the courts having territorial jurisdiction for the Provider's registered office in Spain shall have exclusive jurisdiction over disputes arising from the Contract.

CONSUMER PROTECTION

- 20.4** The choice of Spanish law in clause 19.1 does not deprive a Consumer of the protection afforded by provisions that cannot be derogated from by agreement under the law of the country of the

Consumer's habitual residence where Article 6 of Regulation (EC) No 593/2008 on the law applicable to contractual obligations ("Rome I") applies.

- 20.5** Nothing in these Terms restricts a Consumer's jurisdictional rights under Regulation (EU) No 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters ("Brussels I Recast"), or under any other mandatory rule that applies to the dispute.

21. AMENDMENTS TO THE TERMS

- 21.1** The Provider is entitled to unilaterally amend the Terms to a reasonable extent. The Provider may amend the Terms in particular for the following reasons:

- (a) Legal reasons: If there is a change in legislation, regulations, or other legal requirements affecting the (re)sale of Tickets, Guides, or the Website.
- (b) Security reasons: If it is necessary to adopt measures to ensure a higher level of security or to protect the Website or its content.
- (c) Technological changes: If new technologies are introduced, existing technologies are changed, or technologies used are updated.
- (d) Operational reasons: If it is necessary to make changes in the operation of the Website, for example to improve Customer convenience, increase efficiency, or change the range of Services.
- (e) Business reasons: If the Provider's business policy changes, for example due to market conditions, strategy changes, or reorganization.

- 21.2** For a Contract, the version of the Terms in force at the time the Contract is concluded applies to that Contract. Later amendments do not retroactively reduce accrued rights. Where changes affect the future use of a User Account or another continuing relationship, the Provider shall give the notice required by applicable law and the Customer may exercise any termination right provided by mandatory law.

22. USER ACCOUNT

GENERAL

- 22.1** If the Provider offers the option of creating a User Account on the Website, the rights and obligations set out in this Article of the Terms shall also apply to the Contract.
- 22.2** The Customer may create a User Account on the Website. The existence of a User Account is not a condition for the conclusion of the Contract.
- 22.3** Each Customer may only have one User Account.

REGISTRATION

- 22.4** As part of the process of creating a User Account, the Customer shall fill in details and personal data to the extent required by the Website. The Website shall appropriately indicate which details are mandatory and which are optional.
- 22.5** The Customer undertakes and represents that the details provided by the Customer during registration are true, accurate, and up to date. If there is any change in the Customer's details, the Customer is obliged to inform the Provider of such change without undue delay, in particular by updating their User Account.
- 22.6** The Provider reserves the right to reject fictitious, fraudulent or duplicate registrations and registrations that violate (i) the laws of Spain, (ii) mandatory law applicable in the country where

the Customer is located, (iii) directly applicable EU law, (iv) public order, (v) the Terms, or (vi) the legitimate rights and interests of third parties, other Customers or the Provider.

ACCESS OF THIRD PARTIES TO THE USER ACCOUNT

- 22.7** The Customer is obliged to keep the access details to the User Account secret and not to provide them to third parties. If the Provider specifies a certain password strength and the Customer uses a password for login, the Customer is obliged to create a password that meets these requirements.
- 22.8** If the Customer discovers that their User Account may have been accessed by a third party due to compromised access details, they are obliged to change their access details without delay.
- 22.9** The details provided in the User Account are considered correct, true, and complete by the Provider, and the Provider is not obliged to verify them further.

CANCELLATION OF THE USER ACCOUNT

- 22.10** The Customer has the right to change their details in the User Account at any time or to cancel it completely (via the Website or by notifying the Provider).
- 22.11** The Provider may block the User Account, or cancel or delete it entirely, and remove all data relating to the Customer if:
- (a) the User Account has been inactive for more than one year; or
 - (b) the Customer materially breaches the Terms.

- 22.12** If the Provider lawfully blocks or deletes a User Account under these Terms, the Provider is not obliged to compensate the Customer merely for loss of access to the account itself. This does not exclude liability for loss caused by the Provider's own unlawful conduct or any mandatory Consumer or data-protection right, and deletion of the User Account does not extinguish records that the Provider must retain by law or rights already accrued under an existing Contract.

CUSTOMER'S ACTIONS

- 22.13** Actions performed through a User Account using valid credentials may be treated as originating from that account unless the circumstances indicate unauthorized access. The Customer must promptly notify the Provider of suspected credential compromise. The Customer is not automatically liable for acts of a third party who stole or misused credentials where the Customer did not authorize the act and liability cannot lawfully be attributed to the Customer, including where the incident results from a security failure for which the Provider is responsible.

GDPR

- 22.14** By creating a User Account, the Customer declares that they have read the Privacy Policy.

23. FINAL PROVISIONS

- 23.1** If any provision of the Terms is invalid, void or unenforceable, it shall be severed or, where legally permissible, interpreted or replaced so as to achieve the closest lawful effect to its original purpose. The remaining provisions remain in force. For Consumers, severability shall never result in replacing an unfair term with a term that reduces mandatory statutory protection. Amendments to an individual Contract must be made in the form required by applicable law.
- 23.2** The Customer agrees to the use of remote means of communication when concluding the Contract. The Customer shall bear the costs incurred when using remote means of communication in connection with the conclusion of the Contract (internet connection costs, telephone call costs), which do not differ from the basic rate.
- 23.3** The Customer is not entitled to assign rights and obligations under the Contract to a third party without the prior written consent of the Provider.

- 23.4** Any material change of circumstances affecting performance shall be dealt with in accordance with applicable Spanish law. Nothing in this clause constitutes an advance waiver by a Consumer of a mandatory right arising from such a change.
- 23.5** Rights and claims are subject to the statutory limitation periods applicable under Spanish law. Unless a specific rule provides a different period, personal actions for which no special period is prescribed are generally subject to the five-year limitation period under Article 1964(2) of the Civil Code. Mandatory rules on commencement, interruption or suspension of limitation periods remain unaffected.
- 23.6** For a Consumer, legally binding pre-contractual information, advertising, offers, confirmations and other statements form part of the Contract to the extent required by the TRLGDCU and other mandatory law. For a Business Customer, the Contract, these Terms and documents expressly incorporated into them constitute the entire agreement concerning their subject matter, except in cases of fraud, misrepresentation or another matter that cannot lawfully be excluded. Established practices and commercial usages apply only to the extent recognized by applicable law or expressly incorporated by the Parties.
- 23.7** The Provider archives the electronic Contract in accordance with LSSI-CE and applicable record-retention rules. Before contracting, the Website shall inform the Customer whether the electronic contract document will be archived and whether it will be accessible. In all cases in which the law requires it, the Customer receives the confirmation and applicable Terms on a durable medium and may request a copy of contractual records that the Provider is legally permitted to provide after appropriate identity verification.

In Adeje, Santa Cruz de Tenerife, on 1 September 2026

ANNEX 1 – MODEL WITHDRAWAL FORM

- 23.8** Complete and return this form only if you wish to withdraw from a Contract for which a statutory right of withdrawal exists. The form does not create a withdrawal right where a statutory exception applies, including the exception for certain leisure services on a specific date or period.
- 23.9** To: LIGHTS OUT, S.L., AVDA ERNESTO SARTI, 10, C.C. PARQUE ROYALE, LOCAL 6, 38660 ADEJE, SANTA CRUZ DE TENERIFE, SPAIN; e-mail: hello@lightsout.gp
- 23.10** I/We hereby give notice that I/We withdraw from my/our contract for the sale of the following goods / provision of the following service:
- 23.11** Description of goods/service: _____
- Order number: _____
- Ordered on / received on: _____
- Name of Consumer(s): _____
- Address of Consumer(s): _____
- Signature of Consumer(s) (only if this form is notified on paper): _____
- Date: _____