autódromo internacional algarve

Terms and Conditions of Use

IMPORTANT – ELECTRONIC CONTRACT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. REGARDLESS OF ANY FORMAL ACCEPTANCE, BY ACCESSING THE WEBSITE AND USING OUR SERVICE, YOU ARE AGREEING TO AND ACCEPTING THE CONDITIONS IN FORCE AT ANY TIME, SO IT IS ADVISABLE TO CONSULT THEM PERIODICALLY. The service provided through the web address http://www.aia.pt ("Website") is property of Parkalgar, Parques Tecnológicos e Desportivos, S.A., hereinafter called "Parkalgar".

TERMS AND CONDITIONS

This document establishes the rules that regulate the use and access to the Website, as well as the Online Shop made available by it. The Online Shop allows the User to electronically order and request Products and services from the Shop, with the purchases being subject to the Terms and Conditions in force at the time of the order. You must be 18 (eighteen) or more to purchase Products and services on the Online Shop, regardless of the specific conditions of experiences. The elements and information provided by the User have full legal effect, with the User acknowledging electronic purchases and not claiming the lack of signature as a reason to not meet his/her obligations.

ACCEPTANCE OF TERMS AND CONDITIONS

The Website and Online Shop user (hereinafter called "User" or "Users") acknowledges that by accessing, using and consulting the Website and Online Shop, he/she is accepting these Terms and Conditions.

ALTERING TERMS AND CONDITIONS

Parkalgar reserves the right to alter, add, update or delete these Terms and Conditions, partially or totally, at any time and without previous notice.

The User should consult these Terms and Conditions periodically to confirm whether any updates or changes have been made.

VALIDITY OF TERMS AND CONDITIONS

The unenforceability and/or legal incompatibility of any part of these Terms and Conditions or the order does not compromise the validity and subsequent application of the remaining parts and order.

USE OF THE WEBSITE AND ONLINE SHOP

The User should use the Website and Online Shop in a responsible, prudent and careful manner, thus avoiding disturbing and/or degrading the continuity, integrity and quality of its resources and functionalities, as well as conflicting with the rights and/or Website usage of other Users.

It is not permitted to use the Website and Online Shop as a means to offer or transfer any material that contains or may contain any sort of virus, worms, trojan horses or any other item or computer codes, files or programmes that may interrupt, destroy or limit the functionality of any equipment, computer system or communication device.

The availability or transmission of any unsolicited or unauthorised content through the User, such as SPAM, is forbidden, as is retrieving, providing, transmitting or exploiting information on other Users for unauthorised purposes.

INTELLECTUAL PROPERTY RIGHTS

The User acknowledges that the Website and Online Shop, as well as its structure, layout, presentation and organisation of content, including all functionalities and software, as well as brands, logos and symbols, are property of Parkalgar or were licensed in its favour under the legal terms.

The User also acknowledges that the contents of the Website and Online Shop (namely images, animations, graphics, sounds) are protected by intellectual property rights, and is obliged to respect such rights.

The use of brands and logos on the Website and Online Shop, as well as their provision of materials and Products, does not grant permission to the Users to utilise said brands, logos and materials, directly or

indirectly.
The User is also not authorised to transmit, communicate or make available to the public, publish, modify, transform, copy, sell, use or distribute the texts, images or other information contained on the Website or Online Shop, partially or totally by any means or form, without previous written authorisation of Parkalgar.
It is Parkalgar's responsibility to manage the design and layout of all information, content and materials of the Website and Online Shop, which means it may, at any time, proceed with the update, alteration or elimination of any contents, functionalities, options or services, as well as the modification of its presentation and configuration or respective URL.

PERSONAL DATA

It is not required to provide personal data to browse the Website. However, to use the Online Shop, it may be necessary to process personal data, in which case the Private Policy and Cookies Policy, available at **https://www.autodromodoalgarve.com** will be applicable, with due adaptations.

NATURE OF INFORMATION

The information included on the Website may at times be the result of the opinion of experts in certain fields or excerpts of media articles, as well as advertising. This kind of information reflects the opinion of the experts and respective publications exclusively, and do not necessarily coincide with those of Parkalgar.
Parkalgar is not accountable for the accuracy or integrity of the information or opinions presented in these materials.

WEBSITE OPERABILITY

Parkalgar may suspend, block, interrupt or cease access to the Website for one, more than one or all Users at any time, including in the following cases, among others:

- When such is necessary due to technical, commercial, legal and/or strategic issues
- When such is necessary to ensure the security of the communication channels, equipment and information;
- Whenever it is suspected that its use occurred and/or has occurred in a fraudulent or abusive manner or in violation of the rights of third parties;
- When such is necessary to ensure possible management operations, maintaining, repairing, altering or modernising equipment, systems or other necessary functionalities for its proper functioning;
- In any other justifiable circumstances, namely when the User doesn't fulfil his/her obligations, as part

of these Terms of Use.
In addition to these cases, Parkalgar has the exclusive right to shut down the Website, Online Shop or any of its functionalities, definitively or temporarily, totally or partially, at any time, without justification or prior notice.

SECURITY

Parkalgar cannot guarantee that the Website and Online Shop will be working uninterruptedly, namely without errors and/or flaws, and cannot guarantee that the Website and Online Shop will be available in a continued and permanent manner.
Nevertheless, Parkalgar will use its best efforts to ensure that the Website and Online Shop will not have any kind of virus or other dangerous elements for the computer or electronic device used by the User to access the Website and Online Shop. However, since Parkalgar cannot completely control the circulation of information on the Internet, it cannot guarantee that there will not be any viruses or elements that may damage the User's device.
In order to ensure the security of the Website and Online Shop, Parkalgar may, at any time and without previous warning, make the due diligences to ensure their integrity, security, continuity and/or quality, including access restrictions or limitations to both.

ONLINE SHOP ACCESS

To access the functionalities of the Online Shop, the User must create a personal account on the Website and follow the normal procedures.
The purchasing of Products and services is dependent on the creation of a personal account by the User.
The User is completely and exclusively responsible for the veracity, accuracy, currentness and authenticity of the supplied data, and should keep it permanently up to date.
The User must keep his/her account data confidential and should not disclose or transmit to third parties the data that enables him/her to access, transact, alter or certify any transaction made on the Online Shop.
Any access or utilisation of the Online Shop is entirely and exclusively the responsibility of the User.
Parkalgar is not accountable for the improper use of a User's personal account by third parties.

RECOVERY OF ACCESS DETAILS

In case the User forgets the access details of his/her personal account, he/she should click on "Forgot Password?" in the login area. After inserting the email address that was used to create the personal account, Parkalgar will send the User new access details.

PRODUCTS AND SERVICES

The User can order and purchase services and/or Products available on the Online Shop, with their prices indicated.

Each Product and/or service purchased through the Online Shop is subject to the description and specific conditions stated on the Online Shop, including, among others, prices, taxes, delivery dates, payment methods and warranties. The User should read all the features carefully before making the purchase. The User acknowledges that the use of Products and services may require the use of other Products and services which are not available on the Online Shop or sold by Parkalgar.

Parkalgar reserves the right to remove, alter and add Products and services on the Online Shop at any time.

EXPERIENCES

When applicable, the participation in experiences is limited to having the corresponding driving licence of the vehicle which will be used in the experience, as well as any other conditions to be determined by Parkalgar.

The experiences are sold to the User through vouchers. The vouchers include security codes that ensure their uniqueness and authenticity. The vouchers are transmissible, and their user should fulfil the participation conditions indicated in the paragraph above.

Parkalgar will not refund the acquisition of experience vouchers if the user cannot take part in the experience due to non-compliance with the participation conditions.

The use of vouchers is subject to previous booking with Parkalgar. To book a voucher experience, the User should contact Parkalgar by emailing **racingschool@autodromodoalgarve.com**, or calling the number **[+351 282 405 600]**.

The experiences included in the voucher are limited to a maximum number of participants.

Parkalgar makes no commitment to ensuring availability when the User intends to use the voucher, within the specified period of use.

If for any reason the voucher is not used in its entirety, the User can, within the period of use, benefit from the remaining experiences included in the voucher that, due to their nature, can be separate from the experience already used. If the voucher is not used in its entirety, Parkalgar will not refund the User for the remaining unused experience.

It is forbidden to reproduce, edit, manipulate or resell vouchers. If there is substantiated suspicion that one of these occurrences has taken place, Parkalgar reserves the right to take adequate measures, namely with the competent authorities.

Vouchers must be used within the indicated period of use, under penalty of forfeiture. Parkalgar will not refund expired vouchers.

TICKETS

Parkalgar reserves the right to alter or cancel any event when, for reasons non-attributable to Parkalgar, such as weather conditions or third-party actions, the necessary security conditions cannot be met.
In case of cancellation, Parkalgar is not obliged to refund the User for the value of the previously acquired ticket. Parkalgar is not liable for any damages that the User may incur due to cancellation. In case of postponement, Parkalgar will warn the User about said postponement.
The new race date will be communicated to the User at least 5 days of advance. In case of postponement, Parkalgar will not refund the User for the value of the previously acquired ticket and is not responsible for any damages the User may incur due to the postponement of the event.

ORDER AND ORDER CONFIRMATION ON THE ONLINE SHOP

The User should follow all steps described below by Parkalgar, including inputting requested data, which means selecting the following through search icons or menus:

a. Add the selected Products to the "Buy" option, thus starting order registration;

b. Next, the User should introduce details in the respective fields to proceed with the order, namely the tax identification number (número fiscal), billing address and delivery address;

c. Before completing the order, the portal will show all purchase details and information, enabling the identification and correction of possible mistakes. The User must ensure that the order terms and information are complete and accurate;

d. By clicking the "PAY" button, the User will be making a binding order of the PRODUCTS found in his/her shopping cart, without prejudice to the right of terminating the consumer contract, which translates the User's acceptance of the purchase of the Products;

e. The User will be informed of the status of his/her order by 2 (two) emails referring to "Order Confirmation" and "Order Acceptance", with the total amount that was debited from the means of payment;

and

f. The ORDER will be completed when Parkalgar accepts the binding order via an email message confirming the sale, which includes the order and delivery details and a copy of the applicable conditions to the supply or an indication of the durable medium where they can be accessed. In the event that Parkalgar, for any reason, does not accept the User request, a right which it expressly reserves, the User will be informed of such.

RESTRICTIONS

The placement of orders and subsequent acquisition of Products on the Online Shop is subject to restrictions:

a. If a selected Product is not available. In case of unavailability of the ordered Product, Parkalgar will notify the User by email, and he/she can opt for waiting until the Product is available or cancelling the order, without any cost or expense for the User; and

b. If the emitting entity of the means of payment does not confirm the payment.

PRICE, BILLING AND PAYMENT

The Products' price is indicated in € (euros) and does not include VAT at the legal tax rate. The final price (after applicable taxes and fees) is shown at the time of the order placement. The Use of Service of the Online Shop is free. All prices shown on the Online Shop can be altered without previous notice. In the event of an alteration of prices of the Products available on the Online Shop, the orders that have been registered up until then will not be affected.

The User should respect the payment deadline set in the ORDER. The invoices will be emitted when the Product is dispatched.

The User also expressly acknowledges to Parkalgar the right to emit and transfer processed invoices electronically, by any of the admissible legal means, and placing them in the Reserved Area when applicable.

PAYMENT METHOD

The following payment methods may apply, as defined on the Online Shop for each Product and/or service:

(i) Credit card (Visa and Mastercard). The data will be introduced in a secure area, and Parkalgar will only debit the account with the designated amount when delivery is confirmed.

(ii) ATM machine. After the order has been accepted by Parkalgar, the User will receive an email with the payment details and reference. The payment can be made within a maximum of 30 days (after receiving the email with the payment details) or another indicated payment term, at any ATM machine or through the User's home-banking service, when selecting the PAYMENT/PURCHASE PAYMENT option. Confirmation of payment will then be sent to the User. The ATM receipt should always be kept as proof of payment.

DELIVERY

The Products will be considered as shipped when they are delivered by Parkalgar to the courier, which will in turn be responsible for delivering them to the User, according to the terms below. The Products will

be sent and delivered to the User by the courier, in Portugal, in the 3 (three) business days following shipment, on average. Deliveries to the archipelagos of Madeira and Azores will take place on average in the following 6 (six) business days and, outside Portugal, in 10 (ten) days on average. Parkalgar is not responsible, in any case, for delays caused by third-party entities. The indicated delivery dates for the ordered Products are estimated dates, and the delivery date should not be considered an essential condition for the fulfilment of the delivery obligation. The deadlines mentioned above do not apply to possible stock-outs, in which case the user will be contacted and advised about the new delivery date. If the user does not accept the new date, the order will be cancelled without any cost or expense to the User. The shipping costs will be paid by Parkalgar.

If nobody is available to receive and sign for the delivery confirmation at the "Place of Delivery" indicated by the User, the logistics operator will not deliver the Product. In this case, the courier will contact the User to attempt to deliver the ORDER at a different time. If it is not possible to deliver the Products when they are ready for delivery or if it is not possible to make the delivery on the due date for any action or omission attributable to the User, the User will be forced to reimburse Parkalgar, when solicited, for all the incurred costs and expenses.

In the event of a delay of more than 15 (fifteen) calendar days to deliver the order, please contact Parkalgar at the following address: Sitio do Escampadinho, Mexilhoeira Grande, 8500-148 Portimão, with the order number.

As soon as the orders are received by the User, he/she should check them immediately. If any error with the Products ordered or package irregularity is detected in the shipment of ordered Products, the User should contact Parkalgar so that the situation can be corrected with the return of the wrongly sent Products and the shipment of the Products that were actually ordered.

COSTS

The shipping costs and other expenses will be shown during the order placement, and the amount will be detailed in the order overview made by the User or made available at the purchase date.

RIGHT OF WITHDRAWAL

The User who is a consumer (i.e. an individual purchasing goods for non-professional use) has a 14 (fourteen) calendar-day deadline starting from the day the User or third party assigned by the User receives or acquires possession of the Product or, in case of a service, a 14 (fourteen) calendar-day deadline starting from the date of the conclusion of the contract, to withdraw from the purchase agreement or service, as applicable, without the need to declare a reason. To do this, the User should inform Parkalgar about his/her desire to end the contract by means of a clear statement (for example, a

letter sent by post or email) to:
Address: Sítio do Escampadinho, Mexilhoeira Grande 8500-148 Portimão
Email: tickets@autodromodoalgarve.com
The withdrawal form set out in the Decree Law 24/2014 of February 14 can also be used.
If the User decides to withdraw from the contract, a reimbursement of all payments, including delivery costs, will take place 14 (fourteen) calendar days at the latest starting from the day in which Parkalgar is informed of the contract withdrawal, without prejudice of the paragraph below. Parkalgar will not refund additional delivery costs when the User expressly requests a non-standard delivery option, which is different and more costly than the standard and less expensive option proposed by Parkalgar.
In regard to a service, if it has already begun by request of the consumer before the deadline of 14 (fourteen) days mentioned above, the exercise of the right to withdraw following the request to start the provision of the service does not exempt the consumer from paying the proportional amount of the price that has been provided up until the withdrawal communication. It is to be noted that the rental of vehicles is not subject to the right of withdrawal.
Refunds are made through account credit. In any case, the User will not incur any costs as a consequence of such reimbursement. Parkalgar will retain the refund until receiving the returned goods or until the User presents proof of returning the goods, depending on what occurs first. The User can return the goods or deliver them, without unjustified delay and at the latest 14 (fourteen) calendar days starting from the day in which he/she informs Parkalgar about the contract withdrawal. He/she will have to return the goods in their original packaging and conditions. The User will only be responsible for the depreciation of goods resulting from handling that exceeds what is necessary to establish the nature, characteristics and the good functioning of these goods.

WARRANTY

The User who is a consumer benefits from a 2-year warranty and other warranties established in the Decree Law 67/2003 of April 8, concerning goods purchased on the Online Shop. The User should keep the receipt and warranty document as proof of purchase to benefit from the respective warranty.
If necessary, in case the equipment breaks down during the warranty period, Users should contact kia@parkalgar.com or call +351 282 405 650.

LIABILITY

The User acknowledges that he/she uses the Website and Online Shop at his/her own risk and is held solely responsible in case of any damage caused to his/her system and/or computer equipment, as well as other damages or losses, including data loss or damage, which eventually results from using the Site

and its materials, contents or gathered information.
Parkalgar is not liable for errors that may occur due to system irregularities, as well as Website and Online Shop flaws, on its apps or other tools.
Any possible liability from Parkalgar concerning the use of the Website and Online Shop is subject to a maximum limit of €100.
Parkalgar is also not liable for the loss, deterioration or destruction of Products in case of theft, burglary, force majeure and neglect or fault of the User or a third party.
Except in cases provided for by Law and the possible applicable Insurance, Parkalgar is not liable for any damage incurred by the User of an experience due to misuse, on behalf of the injured User or any other User, of the vehicle, track or any infrastructure or equipment provided by Parkalgar.

LINKS

Parkalgar can provide links to pages/websites of other entities. Parkalgar does not own, operate or control these websites, which means it is not responsible nor approves or subscribes to its content or other materials available on or accessible via those sites.
Some external websites may contain links that direct the User to the Website. Parkalgar is not liable for any information, content, Product, advertising or other materials available in those sites.
The use of these links is of the full responsibility of the Users.

COMPLAINTS

Any complaints concerning the order process on the Online Shop must be made within 30 (thirty) days from the day the User was aware of it and should be sent to the email address tickets@autodromodoalgarve.com or to the postal address Sitio do Escampadinho, Mexilhoeira Grande 8500-148 Portimão.

FINAL PROVISIONS

Any violation of these Terms and Conditions will allow Parkalgar to cancel the User's account, where applicable, without previous notice.

APPLICABLE LAW AND COMPETENT COURT

All the questions regulated by these Terms and Conditions or the contracts to which these are applicable or are a part of, including those concerning its validity, efficiency, interpretation, integration, application or fulfilment, will be submitted to the exclusive jurisdiction of the District Court of Lisbon with express waiver of any other, without the prejudice of mandatory laws.

EXTRAJUDICIAL MECHANISMS OF DISPUTE RESOLUTION

In case there is a dispute resolution, the User, if he/she is a consumer, can resort to the alternative

dispute resolution entity that is relevant in the geographical area in which the contract was concluded. If the contract was concluded at the Algarve International Racetrack (Autódromo Internacional do Algarve), the relevant entity is CIMAAL – Centro de Informação, Mediação e Arbitragem de Conflitos de Consumo do Algarve **(http://www.consumidoronline.pt/pt/)**. If the contract was concluded through the Online Shop, the consumer can resort to the competent entity in his/her area of residence. The list of alternative dispute resolution entities can be consulted at **https://www.consumidor.gov.pt/**.
In case the consumer lives in another Member-State of the European Union, he/she can resort to the Online Dispute Resolution Platform, available at **https://cec.consumidor.pt/** .