File No EOO/149/2872

TRAVEL PACKAGE AGREEMENT

Royal Legislative Decree 1/2007, of 16 November, approving the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws (BOE 30 November 2007) amended by Royal Decree Law 2 3/2018, of 21 December and Law 4/2022, of 25 February, on the protection of consumers and users in situations of social and economic vulnerability (Official State Gazette [BOE] 1 March 2022). Law 7/1998 of 13 April 1998 on general contracting conditions (BOE 14 April 1998):

The party of the first part: AVORIS RETAIL DIVISION S.L.U. with title-licence AVBAL/5, with registered address in Palma, at Calle Gremi Fusters No. 23, with CIF B-07012107. Represented in this act by B TRAVEL in the capacity of agent and travel agent with registered office at AVENIDA DE HERENCIA 10 DE ALCÁZAR DE SAN JUAN telephone number° 926552679 and email address: [A.GUARNIZO@BTRAVEL.COM](mailto:A.GUARNIZO@BTRAVEL.COM)

Hereinafter referred to as "the Agency".

And the party of the other part: (in the capacity of customer-client and as indicated with full details in the reservation request ) "the Traveller".

WHOLESALE TRAVEL AGENCY ORGANISING PACKAGE:

Name B TRAVEL Address AVENIDA DE HERENCIA 10

Phone +34926552679 Mail [A.GUARNIZO@BTRAVEL.COM](mailto:A.GUARNIZO@BTRAVEL.COM)

The Traveller declares that, before being bound by this travel package agreement and the corresponding offer, they have received the pre-contractual information established in Article 153.1 of Royal Legislative Decree 1/2007, of 16 November, consisting of the form with the standardised information regarding the package and the information applicable to the package.

Both parties, by mutual agreement, express their willingness to contract a package tour on the basis of the following conditions.

SPECIFIC CONDITIONS

The following are the specific conditions contained in the Quotation under File No. which have been expressly accepted by the Traveller, are in his possession and form part of the present agreement.

1. - Passenger details:

Type: (Adult/Child/Infant) Name and Surname Document no

1. - Description of the trip:

Total duration of the trip: No. of nights 8 No. of days 9 Start date 06/29/2024

Travel: Departing from: MADRID Presentation time: 19.00

Returning to: MADRID Final travel date: 07/07/2024

1. - Destinations and Itinerary:

According to the quotation in the client's possession.

OLIVE OIL TOURISM ROUTE.

1. - Means of transport:

-Aircraft: Category: Business Economy

Airline: Other Stopovers: No Yes in

* Other flights:
* Train: Category
* Bus/Transfers: Category
* Rent a car
* Vessel: Category
* Other Category

Place, date and time of departure and return according to Budget and travel vouchers.

ACCORDING TO ITINERARY

1. Accommodation, classification and category:
2. -Name ACCORDING TO ITINERARY Address

Classification/Category Arrival date Departure date

Accommodation: Accommodation only 🞏 Bed & Breakfast 🞏 Half Board 🞏 Full Board 🞏 All Inclusive 🞏

Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

1. -Name ACCORDING TO ITINERARY Address

Classification/Category Arrival date Departure date

Accommodation: Accommodation only 🞏 Bed & Breakfast 🞏 Half Board 🞏 Full Board 🞏 All Inclusive 🞏

Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

1. -Name ACCORDING TO ITINERARY Address

Classification/Category Arrival date Departure date

Accommodation: Accommodation only 🞏 Bed & Breakfast 🞏 Half Board 🞏 Full Board 🞏 All Inclusive 🞏

Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

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Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

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Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

1. -Name ACCORDING TO ITINERARY Address

Classification/Category Arrival date Departure date

Accommodation: Accommodation only 🞏 Bed & Breakfast 🞏 Half Board 🞏 Full Board 🞏 All Inclusive 🞏

Room Type: Double 🞏 Single 🞏 Triple 🞏 Quadruple 🞏 Other 🞏

1. - Visits/Excursions included in the package: None 🞏 Yes ☑

a) ACCORDING TO ITINERARY b)

1. - Minimum number of persons required: No minimum 🞏 Yes ☑

Number 15

1. - Price of the trip €5,935 Deposit paid 50%
2. - Payment method:

Cash on signing of agreement: 🞏

Deferred: 🞏

Payment Schedule: 1. Date UPON RESERVATION Sum 3,200 2. Date. 05/04/2024 Amount 3,200

1. - Fees: suppl. ind: €465
2. - Management fees: 00
3. - Cancellation fees: As determined by each provider depending on the advance notice of cancellation of the service, which are as follows:

(INDICATE THE CANCELLATION POLICY OF EACH SUPPLIER)

FROM 02/12/2024 TO 02/24/2024............0 €

FROM 02/25/2024 TO 03/17/2024..........3.200€

FROM 03/18/2024 TO 04/14/2024..........5.935€

FROM 04/15/2024 TO 06/29/2024..........6.400€

1. - INSURANCE

Assistance: No 🞏 Yes ☑ Name and address PREMIUM + ONE

Cancellation fees: No 🞏 Yes ☑ Name and address AS PER CONDITIONS

Cancellation: No 🞏 Yes ☑ Name and address AS PER INSURANCE POLICY

Others: No 🞏 Yes ☑ Name and address

The insurance policies taken out are attached to this agreement.

It also acknowledges having received information on the possibility of taking out insurance to extend the inclusion guarantees, COVID19 guarantees, as well as insurance to cover, in accordance with the policy conditions, cancellation.

1. - VARIOUS

Part of a group: Yes ☑ No 🞏

If applicable, approximate group size 15 Meals planned outside the contracted accommodation: None

Language: Spanish

Special needs of the traveller accepted by the organiser: None

1. - CONTACT DETAILS IN CASE OF ASSISTANCE OR NON-CONFORMITY.

AVORIS RETAIL DIVISION S.L.U.

[A.GUARNIZO@BTRAVEL.COM](mailto:A.GUARNIZO@BTRAVEL.COM) / 926 552 679

CONTACT DETAILS FOR MINORS UNACCOMPANIED BY A RELATIVE OR OTHER AUTHORISED ADULT:

They can establish direct contact with the child or the responsible adult during the stay through:

1. - Administrative Documentation, Visas and Vaccinations: The Traveller has been informed of the passport and visa requirements, including the time needed to obtain a visa and information on health arrangements for the journey and stay in the destination country, if applicable. For more information, please contact by email at or by phone at

The traveller declares that they have been informed of the situation and requirements of the country/countries to which they are travelling in accordance with the information published on the website of the Ministry of Foreign Affairs and Cooperation ([www.exteriores.gob.es](http://www.exteriores.gob.es)) and therefore aware of the situation and possible risks of any kind in the country/countries of destination.

1. - Special requests:
2. - Reduced mobility:

(Persons whose mobility to participate in the trip is reduced for reasons of physical, sensory or locomotor disability, permanent or temporary; intellectual disability or impairment; or any other cause of disability, or age and whose situation requires appropriate attention and adaptation to their particular needs of the service made available to other participants).

The trip is suitable for people with reduced mobility: Yes 🞏 No ☑

These special conditions are supplemented by the details and dates stated in the travel documents provided to the Traveller.

GENERAL CONDITIONS

ONE. PURPOSE. The Traveller has expressly accepted the General and Specific Conditions of the Journey, which appear in the Quotation, and which are reproduced in this agreement.

TWO. PRICE. 1. Pursuant to the provisions of Article 158 of Royal Legislative Decree 1/2007, of 16 November, after the conclusion of the agreement, the price may be increased as a direct consequence of changes in:

1. the price of passenger transport resulting from the cost of fuel or other energy sources,
2. the level of taxes or charges on the travel services included in the agreement, imposed by third parties not directly involved in the performance of the package, including tourist, landing, embarkation or disembarkation fees, taxes and surcharges at ports and airports, or
3. the currency exchange rates applicable to the package.
4. If the price increase mentioned in the previous section exceeds 8% of the total price of the combined journey, the provisions of sections 2 to 5 of Article 159 of Royal Legislative Decree 1/2007 of 16 November shall apply.
5. The Agency shall inform the Traveller of any such price change, stating the reasons for the change, no later than twenty calendar days before the start of the package.
6. The Traveller shall be entitled to a reduction of the fare.

corresponding to any reduction in the costs referred to in points (a), (b) and (c) of Article 158(1) which occurs in the period between the conclusion of the agreement and the start of the package.

1. Where there is a reduction in price, the organiser and, where applicable, the retailer, shall be entitled to deduct the real administrative costs from the reimbursement due to the traveller. If the traveller so requests, the organiser and, where applicable, the retailer shall provide proof of these administrative costs.
2. Once the Traveller has accepted the new price, they must pay any difference that may arise, in any case, prior to the start of the services. Any changes requested by the Traveller to the itinerary, or the provision of the services may lead to a change in the price. If a change of dates is requested in the agreement, this shall be subject to the availability of places on the new dates requested and subject to supplements. For any modification made by mutual agreement to be valid and fully effective, it must be made in writing, stating at least the identity and character of the persons intervening on behalf of each of the parties, the scope and content of the modification, as well as the date on which it is agreed.

THREE. MINIMUM NUMBER OF PARTICIPANTS. If the package tour requires the participation of a minimum number of persons previously notified to the traveller and, for any reason, this minimum number is not reached, the Organiser may cancel the contracted services and reimburse the traveller for the total amount paid, in accordance with the regulations in force, informing the consumer with the following notice:

1. ° 20 calendar days before the start of the package for trips lasting more than 6 days, 2.° 7 calendar days before the start of the package for trips lasting between 2 and 6 days, 3.° 48 hours before the start of the package for journeys lasting less than 2 days, with the sole obligation, at the Traveller's choice, the reimbursement of the sums paid or the organisation of another package of equivalent or superior value, provided that the organiser or retailer is able to offer this.

FOUR. RESERVATIONS AND TRANSFERS. 1. The traveller may assign the travel package agreement to a person who fulfils all the conditions applicable to this agreement.

1. The assignment must be communicated in advance to the organiser or, where applicable, to the Agency, in a durable medium, with reasonable notice of at least seven calendar days before the start of the package.
2. The transferor of the agreement and the transferee shall be jointly and severally liable for the sum pending of the agreed price, as well as for any commission, surcharge or other additional costs arising from the assignment. The organiser or, where applicable, the Agency shall inform the transferor of the actual costs of the assignment. Such costs shall be reasonable and, in any event, shall not exceed the costs actually incurred by the organiser and the Agency as a result of the transfer.
3. The organiser and, where applicable, the Agency shall provide the transferor with evidence of any commissions, surcharges or other additional costs arising from the transfer of the agreement.

FIVE. ALTERATION OF OTHER TERMS OF THE AGREEMENT. 1. The organiser reserves the right to unilaterally change the clauses of this agreement before the start of the travel package, provided that the change is insignificant and that the organiser or, where applicable, the Agency, informs the traveller in a clear, comprehensible and prominent manner on a durable medium.

1. If before the start of the package the organiser is obliged to substantially change any of the main characteristics of the travel services referred to in Article 153.1.a) cannot comply with any of the special requirements referred to in Article 155.2.a) or proposes to increase the price of the package by more than eight percent in accordance with Article 158.2, all of Royal Legislative Decree 1/2007 of 16 November, the traveller may, within a reasonable period specified by the organiser, accept the proposed change or terminate the agreement without penalty.

The traveller who terminates the travel package agreement may accept a substitute package offered by the organiser or, where applicable, the Agency, if possible, of equivalent or superior value.

1. The organiser or, where applicable, the agency shall communicate to the traveller without delay, in a clear, comprehensible and prominent manner and in a durable medium:
2. The proposed amendments referred to in paragraph 2 and, where applicable in accordance with paragraph 4, their impact on the price of the package.
3. A reasonable period of time within which the traveller shall inform of his decision in accordance with paragraph 2.
4. The indication that in the event that the Traveller does not notify their decision within the period indicated in point b) it shall be understood that they choose to terminate the agreement without penalty.
5. Where applicable, the substitute package offered and its price.
6. Where the changes to the package agreement or the substitute package result in a package of lower quality or lower cost, the traveller shall be entitled to an appropriate reduction in price.
7. In the event of termination of the travel package agreement by the traveller before its commencement pursuant to paragraph 2 without payment of a penalty or non-acceptance by the traveller of a substitute package, the organiser or, where applicable, the retailer shall without undue delay reimburse all payments made by the traveller or by a third party on his behalf and in any event no later than fourteen calendar days from the date of termination of the agreement. For these purposes, the provisions of paragraphs 2 to 5 of Article 162 of Royal Legislative Decree 1/2007 of 16 November 2007 shall apply.

SIX. AUTHORISATION. The Traveller is expressly warned that minors cannot travel without the mandatory authorisation of their parents or guardians, and therefore, within a maximum period of 10 days prior to the departure of the trip, must provide the Agency with all the mandatory authorisations for the purchase and completion of the trip of any minors, accompanied by a photocopy of the ID card of the signatory of the authorisation. In the event that the aforementioned authorisation is not provided within the aforementioned period, the Agency reserves the right to cancel the trip corresponding to said minor, with said cause of cancellation being considered to be attributable to said member of the group, and therefore, accruing the expenses generated by said cancellation.

SEVEN. COMPLAINTS. The traveller is advised of the obligation to report any non-conformity, instance of non-compliance or deficiency in the execution of a travel service included in the travel agreement either to the provider of the service in question (hotelier, carrier, local agent, etc.) at the time of its occurrence or to Avoris Retail Division S.L.U., whose contact details are provided at the beginning of this agreement. The traveller must inform the organiser or, where applicable, the retailer of such non-conformity without undue delay, in writing or in some other recordable form, in order to lodge a complaint about any lack of conformity noted during the performance of the journey. Actions arising from the rights recognised by Book Four of Royal Legislative Decree 1/2007, of 16 November, concerning Package Trips shall be subject to the statute of limitations after two years. In accordance with Law 7/2017 of 2 November 2017 on alternative dispute resolution in consumer matters, the Traveller is informed that, if a complaint submitted directly to the employer has not been resolved, the Traveller may resort to an accredited alternative dispute resolution body to lodge a complaint in one of the following instances: Municipal Consumer Information Offices of City Councils or the General Directorates for Consumer Affairs of the Regional Governments, depending on the Autonomous Community where the agreement has been formalised (Spanish Consumer Agency): <http://www.aecosan.msssi.gob.es/AECOSAN/web/consumo/seccion/resolucion_de_conflictos_de_consumo.html>) involving the employer in the procedure before the corresponding entity. The Traveller is also informed that Avoris Retail Division is not a member of, or subject to, Consumer Arbitration Boards.

EIGHT. TERMINATION AND CANCELLATION OF THE CONTRACT BY THE TRAVELLER.

Article 160 of Royal Legislative Decree 1/2007, of 16 November, establishes that, at any time prior to the commencement of the package, the traveller may terminate the agreement, in which case the organiser or, where applicable, the retailer may require the traveller to pay an appropriate and justifiable penalty. The agreement may specify a reasonable standard penalty based on how early the termination of the agreement is earlier than the start of the package and on the expected cost savings and revenue from the alternative use of the travel services. In the absence of a standard penalty, the sum of the penalty for termination of the agreement shall be equal to the price of the package minus the cost savings and income from the alternative use of the travel services. The organiser or, where applicable, the retailer must provide the Traveller with proof of the amount of the penalty on request.

If the Traveller does not make full payment for the trip under the conditions indicated in the General and Specific Conditions of the trip, it shall be understood that the Traveller has withdrawn from the trip and the provisions of the previous paragraph shall apply. Irrespective of the above, the traveller is informed that in the event of unavoidable and extraordinary circumstances at the place of destination or in the immediate vicinity that significantly affect the execution of the package or the transport of passengers to the place of destination, the traveller has the right to terminate the agreement before the start of the package without penalty. In this case, the Traveller shall be entitled to a full refund of any payment made, but no further compensation.

The organiser may cancel the agreement and reimburse the traveller for all payments made by the traveller but shall not be liable for any additional compensation if the organiser is unable to fulfil the agreement due to unavoidable and extraordinary circumstances and the traveller is notified of the cancellation without undue delay before the start of the package.

NINE. LIABILITY. The organiser and the Agency are responsible for the correct execution of the travel services included in the agreement in accordance with the obligations that correspond to them due to their scope of management, in accordance with Article 161 of Royal Legislative Decree 1/2007, of 16 November. Notwithstanding the foregoing, the traveller may lodge complaints for non-fulfilment or defective fulfilment of the services that make up the package trip indistinctly to the organiser or the Agency, who shall be obliged to inform the traveller of the existing liability regime, process the complaint and inform the traveller of the progress of his request. In the event that the Agency does not handle the traveller's complaint, it shall be jointly and severally liable with the organiser for the fulfilment of the travel package obligations that fall within the scope of the organiser's management. Similarly, in the event that the organiser does not manage the traveller's claim, the organiser shall be jointly and severally liable with the Agency for the fulfilment of the obligations of the package that correspond to the Agency's area of management.

The organiser and the Agency are obliged to provide assistance if the traveller gets into difficulties in accordance with Article 163.2 of the same legal text. The traveller may also ask the local representative for such assistance for any non-conformity noted during the execution of the trip. If the liability of the organiser or the agency in the event of non-performance or improper performance of the travel services included in the package is not governed by international conventions, it shall be limited to a maximum compensation equal to three times the total price of the package. This limitation does not apply to personal injury or damages caused intentionally or negligently.

The traveller shall not be entitled to compensation for damages if the organiser or, where applicable, the Agency proves that the non-conformity is:

1. attributable to the traveller,
2. attributable to a third party external to the provision of the contracted services and unforeseeable or unavoidable, or
3. due to unavoidable and extraordinary circumstances.

TEN. DOCUMENTATION. All travellers, without exception (including children) must have their personal documentation in order, whether passport or ID card, according to the laws of the country or countries they are visiting, as well as parental permission, visas, driving licence and the corresponding health documentation, where applicable. Likewise, in the event that the Traveller has purchased an air ticket for which proof of residence is required prior to boarding, and it has not been possible to validate the ticket, the Traveller must carry a valid National Identity Card or Passport (in the case of non-Spanish nationals) as well as the original valid census certificate. The Agency declines all responsibility in relation to any absence, error or defect in said documentation, although it undertakes to assist in finding the best possible solution, with any expenses arising for this reason being the responsibility of the Traveller.

ELEVEN. REGULATION. The trips covered by this Agreement shall be governed by the provisions of this agreement in accordance with current legislation, and in particular with Book Four of Royal Legislative Decree 1/2007, of 16 November, regulating package tours.

TWELVE. BACKGROUND INFORMATION. Prior to signing this agreement, the traveller has had at their disposal for information and consultation the quote provided by the Agency with the specific, general and, where applicable, special conditions of this trip, which they are aware of and have expressly accepted in their entirety.

THIRTEEN. DATA PROTECTION.

We need to manage and process your personal data in order to be able to offer you our tourism services.

Therefore, and in accordance with the provisions of Article 13 of the General Data Protection Regulation 2016/679 we inform you of the necessary questions regarding the processing of your data as our customer:

Data Controller: AVORIS RETAIL DIVSION, S.L.U., with address at Calle Gremi Fusters No. 23, 07009 Palma de Mallorca. Data Protection Officer: you can contact our Data Protection Officer at the following address [dpo@avoristravel.com](mailto:dpo@avoristravel.com).

Purpose: Contract, maintain and review compliance with contracted products and services. Servicing requests related to the provision of services and compliance with contractual and pre-contractual obligations.

Legitimacy: Contractual, legitimate interest and consent of the data subject.

Recipients: Your personal data shall not be disclosed to third parties not involved in the provision of the service, except by legal or administrative obligation. Avoris Retail Division, S.L.U., has the collaboration of some third-party service providers who have access to the personal data of customers and who process the aforementioned data in the name and on behalf of Avoris Retail Division, S.L.U., as a consequence of their provision of services. Specifically, Avoris Retail Division, S.L.U., shall contract the provision of services by third party suppliers who carry out their activity, by way of example and without limitation, in the following sectors: partners in the hotel, catering, tourism and transport sectors (such as wholesale agencies), legal consultancy, multidisciplinary professional services companies, technology service providers and IT service providers.

International assignments: No transfer of your personal data to third parties located outside the European Economic Area is envisaged.

Fees: Access, rectification, cancellation, suppression, opposition, limitation of processing, portability by contacting our Data Protection Officer and filing a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)). Additional information: Further information can be found in the Privacy Policy on the website: <https://www.bthetravelbrand.com/paginas/politica-de-privacidad> and in the Annex to this Agreement.

FOURTEEN. GUARANTOR ENTITY IN THE EVENT OF INSOLVENCY OR BREACH OF CONTRACT. In compliance with the provisions of Articles 164 and 165 of the Royal Legislative Decree 1/2007, of 16th November and Article 58 of the Balearic Islands Tourism Law No. 8/2012 of 19th July, we hereby inform the Traveller that THE AGENCY has taken out and has in force a CAUTION INSURANCE with AXA SEGUROS GENERALES, S.A. DE SEGUROS Y REASEGUROS, in order to respond, in general, for the fulfilment of the obligations arising from the provision of its services to the persons contracting a package holiday and especially, in the event of insolvency, for the effective reimbursement of all expenses incurred by the travellers or by a third party on their behalf, insofar as the corresponding services have not been provided and, in the event that transport is included, for the effective repatriation of the travellers, without prejudice to the possibility of the continuation of the holiday being offered. The details of the insurance and the entity are given below:

Entity: AXA SEGUROS GENERALES, S.A. DE SEGUROS Y REASEGUROS

Contact telephone: 902.01.33.45 or 91.111.95.44 / contact email: [aperturas.empresas@axa.es](mailto:aperturas.empresas@axa.es)

Surety insurance policy No: 62736900

FIFTEEN. HEALTH INFORMATION. To ensure the safety of our customers, all our suppliers comply with the Covid prevention regulations. As a result, some travel arrangements may take longer than usual, or may be subject to certain limitations, so we ask for your understanding and compliance at all times with the rules established to ensure everyone's safety. In case of non-compliance with the required protocols, the organiser reserves the right to cancel the contracted services (without refund to the customer) and to terminate the contractual relationship with the offending passenger.

Should you or any other passenger suffer any symptoms of contagion at any time during the journey, appropriate measures shall be taken in accordance with the protocols established by the local authorities.

The organiser, the agency and all service providers of the trip decline any liability for covid infection during the trip, as it is completely impossible to determine the place and manner of infection.

In witness whereof, the parties sign this agreement this day 20

AVORIS RETAIL DIVISION, S.L.U THE TRAVELLER

ANNEX ON ADDITIONAL INFORMATION ON THE PROCESSING OF PERSONAL DATA

DATA CONTROLLER.

AVORIS RETAIL DIVISION, S.L.U. with registered office at Gremi Fusters No. 23, C.P. 07009, Palma, Majorca, Balearic Islands ("B TRAVEL" or the "AGENCY").

Data Protection Officer: you can contact our Data Protection Officer at the following address [dpo@avoristravel.com](mailto:dpo@avoristravel.com).

PURPOSE OF THE PROCESSING.

The personal data provided by the Traveller shall be incorporated into the records of B TRAVEL and shall be processed for the purpose of developing the contractual and/or pre-contractual relationship established between the parties, as well as to carry out informative, commercial and promotional communications of services provided by B TRAVEL, through telephone, electronic, postal or other forms of distance communication related to the field of tourism.

The Traveller may at any time withdraw the consent given with respect to the sending of commercial advertising communications relating to B TRAVEL services by means of the mechanism provided for this purpose, for example by requesting the cancellation of the sending of electronic commercial communications by sending an e-mail to the following address [dpo@avoristravel.com](mailto:dpo@avoristravel.com). to the postal address indicated in the heading or communicating it to the professional that serves them. The Traveller expressly authorises B TRAVEL to process the personal data provided prior to and/or during the provision of the service for the purposes described above.

B TRAVEL may communicate to its network of partners (among others, service providers, accommodation and travel partners), the identification data of the Traveller (as well as those of the designated companions), such as name, surname and contact telephone number, as well as the necessary information and/or documentation related to the contracted service, for the fulfilment of the purposes of the same, the refusal to provide which would make it impossible to provide the service.

Similarly, B TRAVEL shall be able to communicate the data of the Travellers to those public bodies or parties involved when it is strictly indispensable for the execution of the contracted service and/or there is an obligation or legal authorization that requires it.

The Traveller guarantees that the information provided is true, accurate, complete and up to date, and is liable for any direct or indirect damage that may be caused as a result of non-compliance with this obligation.

INFORMATION REGARDING THE PROCESSING OF DATA FOR SENDING ELECTRONIC COMMERCIAL COMMUNICATIONS The data used or provided in the informative and/or promotional communications are processed by B TRAVEL for purposes consisting of sending electronic communications of an informative nature about services, activities, publications, celebrations, congratulations and social and professional events of B TRAVEL, which could be of interest to the User and/or Client; as well as for the monitoring and optimisation of marketing campaigns carried out using technologies for this purpose.

B TRAVEL reminds the Traveller that they can reject the sending of these communications at any time by using the mechanism provided for this purpose in each of the communications received.

The criterion for the retention of data shall be based on the declaration of opposition to the processing on the part of the data subject. In any case, the rights of access, rectification or deletion, limitation of processing, opposition and portability may be exercised by e-mail to [dpo@avoristravel.com](mailto:dpo@avoristravel.com).

PERSONAL DATA OF THIRD PARTIES.

In the event that the personal data were provided by a person other than the Traveller, who acts as the Traveller's representative, said representative guarantees that they have informed the owner of the data provided of the content of this clause and obtained explicit authorisation to provide such data to B TRAVEL for the aforementioned purposes. They also guarantee that the data provided are accurate and up to date, and they are liable for any direct or indirect damage or harm that may be caused as a result of failure to comply with this obligation.

PERSONAL DATA CONSERVATION PERIOD The personal data provided shall be kept for as long as the contractual relationship is maintained, their deletion is not requested by the interested party and they must not be deleted because they are necessary for the fulfilment of a legal obligation, for the formulation, exercise and defence of claims, or where their retention is required to enable the application of any benefit, discount or promotional advantage for the Traveller.

In the event that the Traveller withdraws their consent to the processing of their data or exercises their rights of cancellation or deletion, their personal data shall be kept blocked at the disposal of the competent authorities for the periods established by law in order to deal with any liabilities arising from the processing of the data. LEGITIMACY FOR THE PROCESSING OF PERSONAL DATA. The legal basis for the processing of Travellers' personal data by B TRAVEL is established in Article 6(1)(a), (b) and (c) of Regulation (EU) 2016/679 of 27 April 2016.

Therefore, B TRAVEL is entitled to carry out the processing of personal data on the basis that:

* The Traveller has given their express consent for the purposes described above, which require the processing of the Traveller's identification and financial data provided by the Traveller or through a third party and which are included in the Specific Conditions of this Agreement.
* The Traveller has given their explicit consent to the processing of their personal data in the context of a contractual or pre-contractual relationship in order to process their request for information and/or to carry out the provision of the service.

In addition, the Traveller is informed that there are legal obligations that require the processing of personal data in accordance with the services provided.

DESTINATION CATEGORIES.

Travellers' personal data may be disclosed to the following categories of data subjects:

* To certain third-party service providers who have access to the personal data of Travellers and who process such data on behalf of and ON account of B TRAVEL as a result of their provision of services. Specifically, B TRAVEL shall contract the provision of services by third party suppliers that carry out their activity, by way of example and without limitation, within the hotel, catering, tourism and transport sectors.
* Financial Entities, with which B TRAVEL has collaboration agreements to make possible the execution and the correct fulfilment of the conditions of financing of the services, if applicable.
* The companies of the Ávoris Group (business group to which B TRAVEL belongs) to which access is given for internal administrative purposes.
* IT service providers, including "cloud computing" services.
* The Public Administrations and Bodies, for the fulfilment of obligations directly required of B TRAVEL where the corresponding legal obligation exists.

Similarly, if the relationship with B TRAVEL involves the contracting of an insurance policy, in accordance with Article 99.7 of Law 20/2015, of 14 July, and other concordant regulations, we inform you that the personal data provided may be transferred to common files for the settlement of claims, statistical actuarial collaboration and preparation of insurance technique studies.

In any case, B TRAVEL guarantees the confidentiality and secrecy of communications to the Travellers, without prejudice to any legal interceptions that could, if necessary, be ordered by the competent authorities for this purpose.

INTERNATIONAL TRANSFERS.

B TRAVEL makes international transfers of personal data outside the European Economic Area (EEA) subject to the contractual restrictions on confidentiality and data security contained in the laws and regulations relating to the protection of personal data. The personal data of Travellers and, where applicable, their companions, may be transferred outside the EEA, when these providers, who must necessarily cooperate in order to enter the contractual relationship, are located outside the EEA. Under no circumstances shall your personal data be passed on to third parties who are not authorised to process them and who do not guarantee the complete protection of your data.

RIGHTS OF DATA SUBJECTS.

The Traveller may exercise the rights of access, rectification or erasure, restriction of processing, opposition, portability, and the right to object to automated individual decisions before B TRAVEL. They may also withdraw their consent if they have given it for a specific purpose and may change their preferences at any time.

The Traveller may exercise any of the rights mentioned in the previous paragraph by sending an e-mail indicating the right they are exercising, addressed to [dpo@avoristravel.com](mailto:dpo@avoristravel.com)or by sending a signed letter addressed to B TRAVEL, with reference "Protection of Personal Data" B TRAVEL, with address at Gremi Fusters No. 23 C.P. 07009 de Palma, Mallorca, Balearic Islands, indicating the right to exercise. The Traveller also is informed that they may seek protection or address any type of complaint regarding the protection of personal data to the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).