



## **LEGAL TERMS OF ONLINE PURCHASE THROUGH THE OFFICIAL WEBSITE OF BARÇA LICENSING & MERCHANDISING, S.L.U. ("BLM")**

**LAST UPDATE – June 06, 2023**

### **1. OWNERSHIP OF THE WEB**

In compliance with Spanish Law 34/2002, of July 11, on Services of the Information Society and Electronic Commerce (LSSICE), users are informed that the ownership of the website [store.fcbarcelona.com](https://store.fcbarcelona.com) is of Futbol Club Barcelona (hereinafter, "FC BARCELONA" or the "CLUB"), with registered office at Carrer Arístides Maillol, s/n, 08028 Barcelona, with NIF (Numero de Identificacion Fiscal [Tax Identification Number]) G08266298, registered in the Register of Sports Entities of the Generalitat de Catalunya as a sports club, with number 2,590, volume 2, page 295 of the Sports Entities Registration Book.

Futbol Club Barcelona (hereinafter, "FC BARCELONA" or the "CLUB"), with its registered office at Carrer Arístides Maillol s/n, 08028 Barcelona, with NIF (Numero de Identificacion Fiscal [Tax Identification Number]) G08266298, registered in the Register of Sports Entities of the Generalitat de Catalunya in its capacity as a sports club, with No. 2,590, volume 2, folio 295 of the Register of Sports Entities, is the owner of the website: [store.fcbarcelona.com](https://store.fcbarcelona.com), access to and browsing of which are free for all its users.

Barça Licensing & Merchandising S.L.U. (hereinafter, "BLM") is the exclusive licensee of the [store.fcbarcelona.com](https://store.fcbarcelona.com) domain and the management and operation of the [store.fcbarcelona.com](https://store.fcbarcelona.com) website (hereinafter, "BLM Website"), as well as the sale of Official CLUB Products. Consequently, BLM is responsible for the management of the [store.fcbarcelona.com](https://store.fcbarcelona.com) website and for the contracting of the online purchase of Official CLUB Products that the user can make through said website.

Internet users who access the BLM website are subject to the policies and conditions in force at the time of accessing the aforementioned website, unless, due to legal imperative or decision of the competent body, any relevant changes must be applied retroactively.

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In this regard, BLM reserves the power to make, at any time and without the need for prior notice, any modifications and updates to the information contained on the website, its configuration and presentation or access conditions. Therefore, it is recommended that users regularly consult the conditions set out in the legal notice.

## **2. OBJECT AND SCOPE**

BLM makes its website [store.fcbarcelona.com](https://store.fcbarcelona.com) available to users, an online shopping service, available twenty-four hours (24 hours) a day, for the purchase of the Official Products of FC BARCELONA. This service is for payment and users always have complete information on the website regarding their purchase process.

Therefore, these general contracting conditions are intended to establish and regulate the terms and conditions relating to the process of requesting and purchasing Official Products of FC BARCELONA.

In the event of any error in the information published on the website at any time, we will try to correct it immediately. It is also possible that the content of the website may sometimes display information of a provisional nature.

This document (together with any others that may be mentioned here) sets forth the conditions under which the purchase of products through the BLM website is governed, regardless of the device or means through which it is accessed. By using this BLM Website or placing an order for products through it, the user agrees to all the General Conditions of Online Purchase herein, the BLM Website Terms and Conditions, as well as the Privacy and Cookies Policy.

In case of doubts about these General Conditions of Online Purchase, the user can contact us through the contact channels indicated in section 24.

The purchase process may be carried out, at the user's choice, in any of the languages in which the General Conditions of Purchase are available on the BLM website.

## **3. OUR DATA**

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The sale of the Official Products of FC BARCELONA through this website is the responsibility of Barça Licensing & Merchandising, S.L.U., a Spanish company domiciled at Carrer Aristides Maillol s/n, 08028 Barcelona, and registered in the Commercial Registry of Barcelona, volume 46451, folio 140, sheet number B520440 and with CIF (Codigo de Identificacion Fiscal [Tax Identification Code]) B67192955.

#### **4. PROVISION OF THE SERVICE**

BLM and the CLUB do not guarantee the absence of interruptions or errors in access to the website or its content, nor do they guarantee that it is updated or free of viruses or other elements that may cause alterations to the user's computer system. BLM and the CLUB will do everything necessary to correct errors, restore communications and update content, to the extent possible and provided that the tasks are not difficult to perform, as soon as they become aware of any errors, disconnections or lack of updating of the content.

BLM and the CLUB disclaim all liability for damages that may arise from interference, omissions, interruptions, computer viruses, faults and/or disconnections in the operational functioning of this electronic system or in the users' computer equipment and devices, due to causes beyond the control of BLM and the CLUB, which prevent or delay the provision of the services or browsing the website; also for any delays or blockages in use caused by deficiencies or overloads of the internet or other electronic systems, and due to the impossibility of providing the service or allowing access when the causes are not attributable to BLM or the CLUB, and are attributable to the user, third parties or cases of force majeure.

#### **5. USE OF THE BLM WEBSITE**

By using and placing orders on the BLM website, users agree to the following:

- To use this website only for legally valid inquiries or orders.
- To refrain from placing false or fraudulent orders.

To provide BLM with the personal data that is necessary for the management of their orders and/or inquiries and that will be processed as indicated in our Privacy Policy.

#### **MÉS QUE UN CLUB**



## **6. TECHNICAL MEANS TO CORRECT ERRORS**

If you detect that there has been an error when entering your personal data during your registration as a user of this website, you can modify said data in the "My Account" section. In any case, you may correct errors related to the personal data provided during the purchase process by contacting customer service via telephone +34 934 32 60 72, as well as exercising the right of rectification established in our Privacy and Cookies Policy through [this link](#) .

This website displays confirmation windows in various fields of the purchase process that do not allow the order to proceed if the data in those fields has not been provided correctly. This website also provides the details of all items you have added to your shopping cart during the checkout process, so that you can modify your order details before making a payment. If you detect an error in your order after the payment process has been completed, you should immediately contact our customer service at the phone or email address listed above, in order to correct the error.

## **7. AVAILABILITY OF THE SERVICE**

FC BARCELONA Official Products offered through the BLM website are available for the following territories:

- Member countries of the European Economic Area (EEA), with the exception of the territories of the Canary Islands, Ceuta, Melilla, Busingen, Island of Heligoland, Lugano, Campione D'Italia, Livigno, Faroe Islands, Greenland, Mount Athos, Aland Islands, Antilles, Monaco, San Marino, Vatican City, Andorra, the Azores, Madeira, Corsica, DOM, Greek Islands, Jungoholz and Mittelberg.
- The United Kingdom.

Users can purchase from another territory via the BLM website, but deliveries will be limited to the specified pick-up points or a delivery address within the territory.

## **8. PURCHASE PROCESS**

Users interested in purchasing Official Products from FC BARCELONA and wishing to place an order must follow the online purchase process and click on "Pay and Complete Purchase". Once this action is completed, they will receive an email confirming the order

### **MÉS QUE UN CLUB**



(the "Order Confirmation" email). They will also be informed by email when their product or order is being shipped (the "Shipment Confirmation" email).

## **9 PRODUCT PURCHASE CONDITIONS**

Please read the Conditions of Purchase carefully before placing an order for products online through our website.

### **9.1 When these Product Purchase Conditions apply**

These Conditions of Purchase shall apply to all offers and contracts relating to the sale and delivery of the products by us. In other words, when you (i) place an order for any product through our website, (ii) place an order for any product through any website connected directly to our website, or (iii) accept any of the product offers we offer you, you will be consenting to be bound by these Conditions of Purchase. It will only be possible to deviate from these Conditions of Purchase when so agreed with us in writing.

### **9.2 Products**

We have two types of products:

- (1) "Standard Product": They are those physical products that are completely designed and created by us.
- (2) "Personalised Product": Physical products that, although designed by us, may have been personalised to your liking by including your name or selecting a name and/or number that does not match those used by FC BARCELONA players.

Please note that limited edition or limited production Products (both Standard and Personalised) may also be available for sale which may have additional restrictions, such as limiting the number of Products a consumer may order. Such additional restrictions will be brought to your attention through our website.

All Products displayed on the website are subject to availability. This means that while we strive to make our website reflect stock availability, some of the Products on it may not be available for sale.

It is possible that, as a result of differences in image acquisition, visualization technology, or for any other technical reason, the Products, both Standard and Personalised, may

## **MÉS QUE UN CLUB**



have small differences in colour, or some other type of minor variation. Typographical or product description errors, or manifest errors appearing on the Platform, do not create additional rights to the right of withdrawal that the consumer has.

### **9.3 Requirements for entering into a contract with BLM.**

From the moment the user places the purchase order for one or more products and that purchase is expressly accepted by BLM, the requested purchase will be made and from that moment the user will be called "BUYER", and will be bound as such before BLM, which will hold the status of seller.

If the BUYER is under the age of fourteen, her or she is not old enough to accept these Conditions, as well as the Privacy Policy and therefore it will be his or her parent or legal guardian who must accept them on his or her behalf.

In the case of a BUYER who is a minor, that is, under eighteen years of age, each and every one of the actions that may be carried out through the WEBSITE must be supervised and will be understood to be carried out by the person who holds his or her legal representation, exempting FC BARCELONA from any liability in this regard.

In accordance with the foregoing, the BUYER declares that he or she has the necessary legal capacity to act and contract through the WEBSITE or the Application, where he or she must correctly and completely complete the data requested, and undertakes not to enter data belonging to third parties.

The receipt of the purchase order will be confirmed by BLM by email or other means immediately. From that moment, the time of BLM's express acceptance of the requested order, the sale will have been made and both parties will be obliged to comply with what was agreed.

### **9.4 How a contract is entered into**

The following shall apply to all types of Products: All the information on the website is a mere invitation to purchase. Any order constitutes an offer to purchase the Products listed therein;

**MÉS QUE UN CLUB**



Orders are subject to their acceptance by us. We have the right to check an order in advance at all times and to refuse to accept it without just cause and without any liability to you or any third party.

The purchase made over the internet by the BUYER and that has been expressly received and accepted by BLM within FIVE (5) business days is contractually binding.

Examples where we may not accept your order are:

- A) when the Products appearing on the website are no longer available;
- B) when we are unable to obtain authorisation for your payment;
- C) where the Product is subject to shipping restrictions;
- D) where we are unable to process the order for technical reasons;
- E) where we know or reasonably suspect that the order has been placed with the aid or intervention of any software, robot, tracker, spider or any other automated device or procedure.

In the event that we do not accept your order (or a part thereof), we shall have the right to cancel such order (or the corresponding part thereof) without incurring any liability to you or to third parties, after the cancellation we shall refund you the amount paid for the cancelled order (or for the part thereof).

We reserve the right to cancel your order after the generation of the sales contract, consequently terminating said contract, when any of the reasons envisaged in section 9.4. under sections A-E above occur, after cancellation we will proceed to refund the amount paid for the cancelled order (or for the part thereof).

### **9.5 Product Maintenance**

Please pay attention to the washing and storage instructions printed on the Product labels. We will not be liable for any damages arising from incorrect handling of the Products, including those that are contrary to the instructions.

### **9.6 Order cancellation**

Without prejudice to your right of withdrawal, in some specifically authorised circumstances it is possible to cancel the order for Standard Products. For more information, please visit section [help](#) of the website.

### **9.7 Price**

Prices shown include VAT. Prices are quoted in Pounds sterling (GBP). BLM reserves the right to make price changes prior to placing an order.

## **MÉS QUE UN CLUB**



The prices indicated on the BLM website are final prices, but excluding transport and delivery costs, which will be added to the final order amount.

BLM reserves the right to change product prices and/or shipping charges, although these changes will not affect orders confirmed prior to the price change.

Personalised products will have an additional cost, not included in the product price, which will be listed on the BLM website for each of the product customisation options.

We do everything we can to make sure the price displayed on the website is correct. If we find an error in the price of your order, we will contact you with the option to reconfirm your order, correct the price, or cancel your order. We will carry out the refund through the payment method used to place the order as appropriate. If we are unable to reach you, you agree that we may consider your order to be cancelled.

We reserve the right to modify, limit or terminate any special offers or discounts at any time. However, this modification, limitation or termination of offers or discounts will not affect orders placed by the consumer and accepted by BLM in accordance with the provisions of these terms, and will always be carried out in accordance with the applicable regulations.

### **9.8 Payment methods**

In Section [help](#) of the website you will find information about the different payment methods.

BLM reserves the right to check the payment method to ensure the collection of each order that has been duly handled, in accordance with the Privacy Policy. Based on the results of this check, BLM reserves the right to refuse those payment methods that do not ensure payment for the duly managed order.

### **9.9 Special Conditions for Personalised Products**

You can add your own content to personalise your Personalised Products (by adding your name, selecting a player and number, being as creative as you like). We ask that you follow our standards in relation to this. We reserve the right to delete any inappropriate language, as well as the use of brand names, and please note that our system does not support some special characters.

Please do not use, upload, send, copy or otherwise post names, words or expressions that:

**MÉS QUE UN CLUB**





1. consist of or contain the name of a product, service, company, organisation or event belonging to a third party;
2. consist of or contain the name or alias of a famous person (living or otherwise);
3. violate or are likely to violate third party trademarks or intellectual property rights;
4. are threatening, incite violence, or are defamatory, obscene, discriminatory, provocative, sexually explicit, or otherwise contrary to law; and/or,
5. are inadmissible to BLM at its sole discretion.

BLM reserves the right to reject any customisation, or names, words or phrases (or any combination of the above) that can be included in any of the above categories, which may result in the cancellation of the order

Please note that with the placing of a Personalised Products order, you will be:

1. guaranteeing that all names, terms or expressions you use, upload, send, copy or otherwise transmit for use in your Personalised Products are not included in any of the categories above;
2. agreeing to indemnify BLM and its affiliates, and to hold BLM and its affiliates harmless from any expenses, costs, damages, losses or harm that they may have suffered or incur as a result of the use of the names, terms or expressions used, uploaded, sent, copied or transmitted by you (including their use in your Personalised Product);
3. granting BLM and its affiliates a non-exclusive, irrevocable, free, worldwide, and complete sublicense to use, reproduce, disclose, and modify the names, terms, or expressions submitted by you for the purpose of fulfilling your request; and/or,
4. to the extent that the orders include any Personalised Product, guaranteeing the absence of a "reflection period", or a right of revocation, return or retention.

## **10. PRODUCT AVAILABILITY**

All orders will be subject to product availability. If BLM is unable to deliver all the requested products or any of the units of the products (if several units of products are purchased), either due to lack of stock or for any other reason, the order will be cancelled in accordance with the provisions of section 9.4.

The maximum amount per order that the BUYER can make will be limited to a maximum amount of €2,999.

### **MÉS QUE UN CLUB**



## **11. DELIVERY OF PRODUCTS**

The delivery of the products will be carried out within the time periods indicated on the BLM website at the time of purchase and always within a maximum period of 30 days from the confirmation of the order. The delivery of personalised products may require, on a case-by-case basis, a longer time period, which will also be indicated on the website.

BLM will inform users of the shipping and delivery modalities applicable to them and the delivery prices.

If BLM is unable to deliver the products within the time periods established for reasons attributable to it, BLM will duly inform the user and offer the possibility of (a) making the delivery on a different date, or (b) if the maximum legally valid delivery deadline is greater than 30 days, cancelling the order and returning the amount that the user paid. The delivery deadlines are merely indicative, not mandatory maximum time periods, although we will always respect the maximum legally valid delivery deadline of 30 calendar days. The mere fact that the delivery deadline has been exceeded will not entitle you to any compensation. Please note that Personalised Products have different delivery times, which means that your complete order consisting of Standard Products and Personalised Products will take longer to be delivered.

It shall be understood that the order has been delivered correctly at the time when the user or a third party on their behalf acquires material possession of the products, a fact that shall be accredited by signing the document of receipt of the order at the place of delivery.

If it is not possible to deliver the order on the agreed date and place for reasons not attributable to it, BLM will return it to its warehouses and contact the customer to report this. In addition, the user will be offered a period of 15 days to contact BLM and set a new date and place of delivery. If the user does not respond to BLM during said period or if the order cannot be delivered for reasons not attributable to BLM within said period, then BLM may cancel the order and refund the amount that the user had paid, except for the delivery expenses in the Express modality. If the cancellation of the order entails additional transport expenses for BLM, BLM reserves the right to pass on such expenses to the user.

### **MÉS QUE UN CLUB**



Users are informed that all FC Barcelona Products will be delivered in the manner and conditions specified in each case in the relevant BLM website offers.

We can only ship to home or office addresses, or to a carrier warehouse for pick-up.

In the event of an unsuccessful delivery attempt, you consent that the carrier to whom we have commissioned the delivery of the Products may deliver it to a nearby address or to a collection point that you have previously expressly authorized, after which it will be understood that BLM has complied with its obligation to deliver the Products. The carrier will notify you of delivery to a neighbouring address or pick-up location.

Orders will be sent on working days, which are not holidays in the location of the warehouse. Deliveries will be made on working days that are not considered holidays in your country. Note that holidays vary by country and year.

In the unlikely event that, after entering into the sales contract, we are unable to deliver your order (or a portion thereof) as a result of a situation that is not attributable to us, we will have the right to terminate the sales contract. Following our normal procedure, we will inform you of such circumstance as soon as possible and will reimburse you for payments made.

## **12. PRE-SALE**

BLM may offer the pre-sale of certain products through the BLM website, which will always be subject to availability. In the event of the acquisition of pre-sale products, these General Conditions of Online Purchase shall apply in their entirety.

**MÉS QUE UN CLUB**



Delivery times for products purchased as pre-sale may vary depending on availability, which will be duly reported on the BLM website in connection with each of the pre-sale offers.

When pre-sales products are available, BLM will inform the user via a "Shipment Confirmation" email.

The user may place a mixed order that includes pre-sale products (not available) and available products (hereinafter, a Mixed Order). In such a case, as indicated in the corresponding product offerings, BLM may reserve the right to deliver the products separately and in different time periods or deliver them in a single shipment, as soon as they are all available.

### **13. PURCHASE WITH PROMOTIONS**

The promotions that BLM may offer through this website in relation to certain products will not be cumulative in any case to other promotions or to the status of the user as a member or supporter of FC BARCELONA.

Users who are FC BARCELONA members or supporters and who accredit this in the purchase process, may enjoy discounts of 10% and 5%, respectively, on the price of the products.

### **14. PURCHASE AS A GUEST**

This website also allows purchase as a guest. In such a case, the user must provide only the data necessary for the processing and delivery of the order.

During the guest checkout process, the user will be offered the ability to register or continue as a guest.

### **15. PAYMENTS**

After selecting all the products that you wish to purchase and adding them to the "Shopping Cart", the user must process the payment of the order following the purchase process that requires the user to fill in the corresponding form with the data requested,

#### **MÉS QUE UN CLUB**



undertaking not to enter third party data, and agree that BLM will proceed to collect the amount of the order through the chosen payment method.

The user may choose between the following payment methods: Visa, Mastercard, Amex.

By clicking the "Authorise Payment" button, the user confirms that the credit card they are using belongs to them.

BLM warns users that during the purchase process the issuing entity will carry out checks and authorisations. If the credit card issuers used do not authorise payment, the purchase agreement will not be executed and delivery will not occur.

In no case may payments be made for an amount greater than €2,999.-

## **16. VALUE ADDED TAX**

All prices of products listed on this Web Page / Application include VAT at the rate in force. However, these orders may be subject to customs duties in the country of arrival of the shipment, depending on the regulations of each country.

In the case of application of import VAT and/or customs duties and/or VAT in the country of arrival of the shipment, these will be borne by the recipient. Said expenses may vary depending on the country of destination, therefore, in most cases, the expenses cannot be estimated prior to delivery.

The applicable VAT rate will be the one legally in force at any given time, depending on the specific product class in question, if applicable.

## **17. RIGHT OF WITHDRAWAL**

The user who purchases products through the BLM website has the right to withdraw from the purchase agreement within 14 calendar days from the time the user or a third party on their behalf receives the order without giving any reason. If the products in the order are delivered separately, the time period for withdrawal will be from the day of receipt of the last delivered product.

## **MÉS QUE UN CLUB**



In the case of Pre-Sale (paragraph 12), the user has the right to withdraw from the contract within 14 calendar days, without requiring justification.

In the case of Mixed Orders, the withdrawal period will expire 14 days from the time the user, or a third party on their behalf, acquires material possession of the last of the goods purchased, without prejudice to the right of withdrawal of 14 days that users are contractually entitled to from the confirmation of shipment received for each of the goods that can be delivered separately.

To exercise their right of withdrawal, users must contact BLM, within the time period indicated in the previous paragraph, through the "Returns" section of the BLM website, reporting their intention to withdraw from the contract and the products that would be returned. BLM makes available to the user the withdrawal form, which is attached as Annex I to these conditions. To meet the cancellation deadline, it is sufficient for the user to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

Upon receipt of this notification of withdrawal, BLM will contact the user and inform them of the steps to be taken to process the return of the products to BLM's warehouses. Users will be responsible for the transport costs for the return of the products to the address indicated by BLM, as well as any other additional costs such as customs duties or taxes, where applicable.

In the event of withdrawal, BLM will pay the user the amount that the user paid for the product, including shipping expenses except in the Express modality, in which case only the amount corresponding to the ordinary delivery modality will be refunded. BLM will not bear the return costs. The payment will be made through the same payment method used by the users when making the purchase. Payment of the amount will be made within 14 calendar days. We may withhold reimbursement until we have received the goods back or the buyer has supplied evidence of having sent back the goods, whichever is the earliest.

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which sets forth the circumstances excluding cancellation, the right of

## **MÉS QUE UN CLUB**

withdrawal may not be exercised with respect to those goods made in accordance with the specifications of the consumer and user and therefore the right to withdrawal with respect to Personalised Products will not be accepted.

## **18. RETURNS POLICY**

Returns of those products that are returned in identical conditions to those in which they were received by the user will be accepted or, otherwise, provided that the decrease in value of the goods is not the result of handling them other than necessary to establish its nature, its characteristics or its operation. No refund will be made if the product has been used, beyond the opening of the package, or if it has been damaged or has defects, including the labeling. The products must be returned with the original labeling in perfect condition, attaching all the accompanying documents or instruction brochures.

In particular, the following products may not be exchanged or returned:

- Underwear, swimsuits, bottles, small bottles, canteens, thermoses, cups, glasses, dummies, baby bottles and accessories, headphones and all types of goods sealed for safety, health or hygiene reasons whose seal has been removed after delivery.
- Products that have been used or have deteriorated as a result of a use other than that necessary to establish their nature, characteristics or functioning.
- Please note that Personalised Products are subject to special conditions, as they have been designed specifically for you. This means that, without prejudice to your legal rights, we will not accept returns of these products under the Voluntary Return Guarantee, except when they show manufacturing defects.

A user who purchases products through the BLM website has the right to return the product within 30 calendar days of the user's receipt of the order or a third party on their behalf. If the products in the order are delivered separately, the time period for return will be from the day of receipt of the last delivered product.

In the case of Mixed Orders, the return period will expire after 30 days from the time the user, or a third party on their behalf, acquires material possession of the last of the goods purchased, without prejudice to the right of withdrawal of 14 days that EEA users are contractually entitled to from the confirmation of shipment received for each of the goods that can be delivered separately.

### **MÉS QUE UN CLUB**



To exercise their right of return, users must contact BLM, within the time period indicated in the previous paragraph, through the “Returns” section of the BLM website, reporting their intention to make the return and the products that would be subject to it. Upon receipt of this notification, BLM will contact the users (via email or phone) and inform them of the steps to be taken to process the return of the products to BLM’s warehouses. Users will be responsible for the transport costs for the return of the products to the address indicated by BLM.

As soon as BLM accepts the return, BLM will pay the users the amount that the users paid for the product, including shipping expenses except in the Express modality. BLM will not bear the return costs. The payment will be made through the same payment method used by the users when making the purchase. Payment of the amount shall be made within 14 calendar days from the date on which the return is accepted by BLM.

### **18.2 Return of Personalised Products**

As set out in section 9.9, taking into account that the Personalised Products are created exclusively for you, we will not accept returns of Personalised Products except in the case of manufacturing defects. If the Personalised Products have any defect, please contact us in one of the ways available in section [help](#) of the Platform, or using the contact information\_below in the Other Provisions section, in order to receive return instructions.

### **18.3. Return of damaged or defective Products**

For BLM, quality is paramount. We thoroughly test our Products under real-world conditions to ensure they are fully fit for the use for which they were designed. It is extremely rare for our Products to be damaged or defective.

In the case of defective or flawed products, in accordance with the provisions of the Consumer Rights Act 2015, the user has additional legal rights, including the right to reject, the right to repair or replacement and the right to a refund or a price reduction depending on the case.

The Products are inspected by the BLM Product Quality Assurance Department and provided that the returned Products do not conform to the quality to which we are obliged to provide them, even if the damages found are the result of a manufacturing defect or a deviation from the factory specifications, you have the right to have the damage or defect

## **MÉS QUE UN CLUB**





corrected. If we provide you with a refund, we undertake to fully reimburse the cost of the defective Products.

We will not proceed to refund Products that:

- are obtained from a source other than the website;
- have suffered damage resulting from a negligent or wilfully damaging attitude (such as exposure to chemicals, abrasive substances, open fire, high temperatures, sharp objects, etc.); and/or
- have been damaged by careless use.
- damage due to normal wear or that has exceeded its economic life.

Our Customer Care Team is here to assist you. Please feel free to contact us with any questions or comments. Please contact us using one of the methods included in section [contact us](#) of the website, or the contact information you will find below in section 25.

Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these terms and conditions will affect your legal rights as a consumer.

### **19. Voluntary Guarantee of Return on Standard Products in addition to Your Legal Right of Withdrawal**

In addition to the right of withdrawal contained in section 18 of these conditions (and any other applicable legal right), we offer you a Voluntary Return Guarantee that allows you to withdraw from the purchase agreement without the need to claim just cause for the 46 days following the Withdrawal Period, which establishes the return period to be a total of 30 days (hereinafter, the "Voluntary Return Period"), and it is established as a contractual right of withdrawal referring solely and exclusively to Standard Products.

We offer this Voluntary Return Guarantee during the Voluntary Return Period subject to the provisions of the Withdrawal and Returns Policy and the following conditions.

Standard Products cannot not have been used or damaged beyond normal use for inspection and must be returned in their original packaging. Returns of clothing will only

#### **MÉS QUE UN CLUB**



be allowed when the original label has not been removed (none of the above affects the legal rights described above, especially the right of guarantee and the right of withdrawal).

We reserve the right to reject the return under this Voluntary Return Guarantee without any compensation when the returned Standard Products do not comply with the above conditions.

If you withdraw from a purchase agreement during the Voluntary Return Period under our Return Policies section 18 and/or the voluntary guarantee regulated in this section, we will reimburse you in full, including shipping charges (provided that the returned Standard Products comprise the entire order, and with the exception of those additional expenses that arise from choosing a way of shipping other than the most economic standard we offer, where applicable) within fourteen (14) days following the date on which we received the return notification. In order to proceed with this refund, we will use the same payment method used to make the original transaction, unless a different method is agreed; under no circumstances will such refunds be subject to additional fees.

## **20. BLM DISCLAIMER**

In no event shall BLM be liable for the circumstances below, including, but not limited to, or any damages that may result from them, and therefore it cannot and should not make any warranties in this regard: a) potential security errors that may occur from the use of computers infected by viruses; b) use by third parties of elements owned by the CLUB and/or BLM that cause confusion with respect to their personality; c) infringements of industrial and intellectual property rights by third parties; d) breaches by third parties that may affect users of the BLM website; e) lack of operation of the website or any of its services for reasons beyond the control of BLM; f) consequences arising from browser malfunction or use of non-updated versions.

## **21. PRIVACY POLICY**

The contracting process requires you to fill in personal data forms in order to process and manage orders and, where appropriate, to send you commercial information about our products and services. The provision of such personal data requires the prior approval of our Privacy Policy.

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The buyer's data will be communicated to the suppliers that participate in the buying and selling process, such as the IT providers that manage the BLM website, the logistics and transport companies and the customer service. These companies will manage the data on behalf of BLM and following the instructions of BLM at all times, refraining from using it in their own name.

In any case, BLM will ensure that any international data transfer complies with the guarantees required by the applicable regulations.

## **22. INQUIRIES, SUGGESTIONS, COMPLAINTS OR CLAIMS**

Your comments and suggestions will be welcome. Please send them to us via our contact methods or the postal address indicated in clause 3 of these Conditions. In addition, we have official claim sheets available to consumers and users. You can request them by calling +34 934 32 60 72 or through our contact channels. In addition, you may submit your complaints and claims through our contact channels or by email at [contact@store.fcbarcelona.com](mailto:contact@store.fcbarcelona.com), which will be handled by our customer service in the shortest possible time and, in any case, within the legally established time frame.

If you as a consumer believe that your rights have been violated, you may direct your complaints to us at [contact@store.fcbarcelona.com](mailto:contact@store.fcbarcelona.com) in order to request an out-of-court dispute resolution. In this regard, if the purchase between you and us has been made online through our website, , we inform you that you have the right to request an out-of-court resolution of consumer disputes (<https://commonslibrary.parliament.uk/research-briefings/cbp-7336/>).

## **23. CONTACT:**

Please note that the email [contact@store.fcbarcelona.com](mailto:contact@store.fcbarcelona.com) is authorised for the purpose of allowing easy and direct access to the identifying data of BARÇA LICENSING AND MERCHANDISING as the company marketing the goods, as well as for the purpose of you being able to file the complaints or claims that you deem appropriate. For the submission of comments, suggestions, inquiries or any other matter other than the above, you will be able to access our normal contact methods, that is: the telephone number +34 934 32 60 72. For more information, please refer to the "Contact Us" section of the website

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## **24. GOVERNING LAW AND JURISDICTION**

These general contracting conditions, together with the specific conditions that, when applicable, may be established, will expressly regulate the relationships between BLM and the users who purchase Official Products of FC BARCELONA through its website.

These general conditions have been drafted in accordance with the provisions of Spanish Law 34/2002, of 11 July, on the information society and electronic commerce services, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015, as well as other applicable legal provisions.

BLM may modify these general conditions by posting the corresponding modifications on its website. Any contract between a consumer and BLM will be governed by the policies and terms and conditions in force at the time that the consumer ordered the Products unless any change to these is required to be made by law.

If any clause included in these general conditions is declared null or ineffective in whole or in part, such nullity or ineffectiveness shall exclusively affect the provision in question or the affected part, all the others remaining in force.

In the event that any conflict or discrepancy should arise in the interpretation or application of these legal conditions, the courts or tribunals which, where appropriate, may hear the matter, will be those established by the legal regulations applicable in matters of competent jurisdiction, which in the case of final consumers shall be understood to be the place where the obligation is fulfilled, or the buyer's domicile.

If the consumer has an address outside UK, or if the procedure consists of a purchase carried out by a company, both parties submit themselves, expressly waiving any other jurisdiction to which they may have access, to the Courts and Tribunals of the city of Barcelona (Spain).

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**ANNEX I. WITHDRAWAL FORM**

*(you should only complete and submit this form if you wish to withdraw from the contract)*

- To BARÇA LICENSING & MERCHANDISING, Arístides Maillol, s/n, 08028 Barcelona
- I/We hereby inform you (\*) that I/We withdraw from my/our (\*) contract of sale of the following good/service (\*)
- Ordered on / received on (\*)
- Name of consumer/s and user/s.
- Address of consumer/s and user/s.
- Signature of consumer/s and user/s (only if this form is submitted on paper)
- Date

*(\*) Cross out what is not applicable.*

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