

GENERAL TERMS AND CONDITIONS GOVERNING THE RENTAL OF BOÍ TAÜLL SKI EQUIPMENT - EQUIPMENT RENTAL AGREEMENT

1. Definitions

1.1 For the purposes of these General Terms and Conditions, the terms listed below, provided they are written with an initial capital letter, shall have the meanings assigned to them below

a) Part/s: means BoíTaüll and/or the Client.

b) BoíTaüll / ACTIUS DE MUNTANYA / Ferrocarrils de la Generalitat de Catalunya: refers to BT / AM / FGC or any company within the FGC business group that owns or operates a station.

c) Customer: means any individual or legal entity that rents Equipment under an Equipment Rental Agreement.

d) Stations: refers to any of the ski and mountain stations owned by FGC.

e) Equipment: means any skis, poles, snowboards, ski boots and/or snowboard boots, helmets, and snowshoes owned by Activos de Montaña that are made available to the Customer for rental under an Equipment Rental Agreement.

This Ski and Snowboard Equipment Rental Agreement is entered into to govern the transfer of the right to use ski equipment (skis, snowboards, ski or snowboard boots, helmets, snowshoes, and poles) from the Boí Taüll resort facility for the user's exclusive use at the ski resort, for a specified period of time in exchange for a fee.

*The Customer hereby declares that they have had access to, are familiar with, and accept these Terms and Conditions for the Transfer of Use of Equipment prior to the execution of the Contract, either because they were published on the website www.boitaull.cat or on the station's app, or because they were provided at the station's information desk, at FGC offices, or at any of the Group's points of sale, and agrees to their inclusion in the Contract for the Transfer of Use of Equipment and to comply with them, as a result of the execution of said Contract, as an integral and necessary part thereof.

2. Purpose of the Contract for the Transfer of Use of Ski Equipment

2.1 The equipment provided may only be used by the user for the purpose of practicing skiing and/or snowboarding within the ski area of the Boí Taüll mountain resort, during the period for which it has been provided. The use of the equipment for disciplines such as Freestyle, Freeride, Skimo, and/or others is the sole responsibility of the user, with any incidents governed by clause 3.5.

3. GENERAL TERMS AND CONDITIONS

3.1 Only users who are 18 years of age or older may enter into this agreement. Accordingly, any use of the material by minors must be under the supervision and responsibility of an adult guardian (who will enter into the agreement and be responsible for its proper use, as well as for fulfilling the obligations arising from this agreement).

If the Equipment Use Agreement covers multiple pieces of equipment or a single piece of equipment for a minor, it must list the different users and the equipment/items assigned to them by name, and/or the minor and the equipment assigned to them. Nevertheless, the contract must be formalized and signed by the adult user acting on behalf of the minor(s), who will be responsible for its proper use and for fulfilling the obligations arising from the contract.

3.2 Personal information

To formalize this contract, the contracting parties and users of the equipment must provide information containing personal data as specified in the equipment use agreement; the purpose of this information is to manage the aforementioned contract. Activos de Montaña complies with data protection regulations; please refer to clause 7.

3.3 The transfer of use of the Material is personal, meaning that the Material is for the exclusive and individual use of the user to whom it is assigned (with the exception of minors, as indicated above, who will be identified in the contract regarding the use of the Material). The user is not authorized to transfer or rent the Material, in whole or in part, whether for a fee or free of charge, to other users or to third parties outside the contractual relationship.

3.4 Changes in activity type (between skiing and snowboarding) and changes in package tiers will only be permitted upon payment of the administrative fee and any difference in price, if applicable.

3.5 The user of the provided ski/snowboard equipment is obligated to take care of, maintain, and return the equipment in good condition, and is directly liable for any damage, loss, or theft, as well as for any deterioration that exceeds normal wear and tear resulting from proper, diligent use in accordance with its intended purpose. Otherwise, the user will be required to pay the amount necessary to cover the replacement or repair of the equipment. Any damage, whether or not caused by the user, must be reported immediately to AMSA so that it can be inspected and repaired as soon as possible, if necessary.

3.6 If the user fails to return the equipment provided, they must pay Activos de Montaña the price (updated as of the applicable date) for the replacement of that equipment, or similar equipment, in the event that the exact same item cannot be obtained.

3.7 The distinction between children's and adult mid-range gear is based solely on the established age ranges. For high-end, Top Line, and Skimo gear, there is no children's rate; only the adult rate applies.

3.8 Schedule

The rental period for ski, snowboard, and snowshoe equipment will be from 9:00 a.m. to 5:00 p.m. on each day of the booked period, coinciding with the resort's opening and closing hours.

Returns of ski, snowboard, or snowshoe equipment outside the hours specified in the previous paragraph will be subject to a penalty equal to the cost of one additional day's rental for each day the equipment is returned late, based on the amount stated on the receipt for each item of equipment rented.

3.9 Express Prohibitions

In addition to the conduct detailed throughout this agreement and that described in applicable regulations, users are expressly prohibited from engaging in the following:

- * The use of the equipment on terrain that is not suitable for skiing.
- * The disassembly and partial or complete removal of fasteners and components from the entire assembly.
- * The use of the material for commercial purposes.
- * The application of slogans, drawings, stickers, graffiti, paint, stains, scribbles, writing, inscriptions, or similar markings on any rented item—including skis, snowboards, boots, and helmets—in accordance with the ownership of the equipment, which belongs to Activos de Montaña (include a reference to property law if necessary).

4 Prices / Rates

4.1 The pricing schedule applicable to this Agreement is the one currently in effect, which is available to Customers on the information boards located at the rental locations, at www.boitaull.cat, at the Information Desk, and at the ticket counters in the stations.

4.2 Actius de Muntanya may, outside the general pricing framework, establish any special offers and/or prices it deems appropriate at any given time, which may be accepted by Customers in accordance with the terms and conditions established by Activos de Montaña for the special offer and/or price in question.

5. Lack of use

5.1 Failure to use the equipment for reasons attributable to the customer shall not entitle the customer to claim any refund and/or compensation from ACTIUS DE MUNTANYA.

5.2 The closure of the resort or a section of the resort, as well as any interruptions or restrictions on the use of slopes and lifts due to technical, weather-related, or other reasons, shall not entitle the Customer to claim any refund and/or compensation from ACTIUS DE MUNTANYA.

6. Liability

6.1 Customers acknowledge and agree that their use of the material is voluntary and stems solely from their own free will.

6.2 The Customer shall be liable to ACTIUS DE MUNTANYA and the other Customers for any damages and/or losses that may be caused to any person or property of any nature due to a breach of their duties or the prohibitions set forth in the General Terms and Conditions, thereby releasing ACTIUS DE MUNTANYA from any and all liability for damages and/or losses of any kind that may be caused to third parties, expressly waiving the right to bring any legal or extrajudicial action against ACTIUS DE MUNTANYA arising from their own acts or omissions, and acknowledging ACTIUS DE MUNTANYA's right to seek reimbursement from them for any damages they may have caused and for which ACTIUS DE MUNTANYA may be held liable.

6.3 ACTIUS DE MUNTANYA assumes no liability for the actions or omissions of Customers in cases where the origin, execution, and outcome of such actions or omissions are beyond its control.

6.4 The Customer agrees to hold ACTIUS DE MUNTANYA harmless from any damages or claims by third parties arising from their access to and/or use of the material.

7. Privacy Policy

Data Protection Information	
Data controller	Actius de Muntanya, SAU Carrer dels Vergós 44, 08017 – Barcelona dpd@fgc.cat CIF A08141897
Contact information for the Data Protection Officer	dpd@fgc.cat
Purpose(s) of the processing	To formalize the contract for the loan of ski equipment, as well as to be able to contact the borrower in the event of any unforeseen circumstances during the provision of the service or, subsequently, regarding the condition of the loaned equipment.
Legal basis	Performance of a contract to which the interested party is a party.

Recipients	Personal data will not be disclosed or transferred to third parties, except where required by law or court order. There are also no plans to transfer personal data internationally.
Data retention period	The data will be retained for as long as necessary to fulfill the purpose for which it was collected or until consent is revoked, and, in any case, for the retention and/or statute of limitations periods established by the laws applicable to the processing activity.
Data Protection Rights	You may exercise your rights of access, rectification, objection, erasure, data portability, and restriction of processing by submitting a written and signed request to the following address: Carrer dels Vergós 44, 08017 – Barcelona (for the attention of the FGC Data Protection Officer) or via email to dpd@fgc.cat , indicating in the subject line: “Exercise of GDPR Rights.” The request must include: the full name of the data subject, an address for notification purposes, a photocopy of the national ID card or passport, and a detailed statement specifying the request to exercise data protection rights.
Complaint filed with the Supervisory Authority	The complaint may be filed with the Catalan Data Protection Authority (www.apdcat.cat) or via non-electronic means (apdcat@gencat.cat).

Accuracy of Information

Users are responsible for the accuracy of their information and agree not to provide false information and to update it as necessary.

8. Complaints

ACTIUS DE MUNTANYA has complaint forms available to customers at the information desk in the customer service offices at the various resorts.

9. Applicable law and jurisdiction

9.1 These General Terms and Conditions and the Agreement of which they form an integral part are of a private nature and shall be governed by their terms; in matters not expressly provided for herein, they shall be governed by the applicable laws of Spain.

9.2 Any dispute or litigation arising from the interpretation, application, or enforcement of these General Terms and Conditions or the Contract of which they form an integral part shall be subject to the jurisdiction of the courts and

tribunals of the city of Barcelona, with the parties expressly waiving any other jurisdiction to which they might be entitled.