Travel agency services agreement

Triumph Adventure Experience Spain®

This Package Travel Contract, which must be complied with by both parties in the terms set out herein, is governed by the clauses contained in the General Conditions that comprise it, which complement and develop Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws and other provisions in force, as well as by the legal and regulatory standards relating to this matter in the corresponding territorial areas.

The information provided to the customer in the Programme/Offer regarding the main characteristics of the travel services, the price of the trip, the methods of payment or financial guarantees to be provided, the minimum number of persons required to carry out the trip and the customer's right to terminate the contract before the start of the trip in exchange for an appropriate penalty, will form an integral part of the package travel contract in the event that it is finally confirmed, and will not be modified, unless the contracting parties expressly agree otherwise in writing. The organiser shall, prior to the conclusion of the package travel contract, communicate to the traveller, in a clear, comprehensible and prominent manner, all changes to the pre-contractual information.

These General Conditions shall be incorporated, signed by the contracting parties, into all package travel contracts whose object is the programmes/offer in force, and contained, where appropriate, in the programme/brochure and bind the parties, with the particular conditions that are agreed in the contract or that appear in the travel documentation.

The conditions of the services arise from the contractual agreement between "ALPHA BOOTIS, S.L. "(Organizer/Detailer) with NIF B-87717054 and address at c/ Reserva 16 (29130), Alhaurín de la Torre (Málaga) and license title AV-MA-01929, and the client full name _____with ID/Passport Nº_____and address_____, with regard to his participation in the TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026 in the edition from _____to _____ (Tour Morocco), in accordance with the aspects specified in the information sheet and in this contract.

Any clarification, change or supplement to the terms contained in this contract and in the information sheet shall be valid only if they are in writing.

1. ORGANISATION OF THE TRIP

This package tour has been organized by "ALPHA BOOTIS, S.L." which may also be referred to hereinafter as "Triumph Adventure Experience Spain®".

The package tour is deemed to commence on the date and at the place where the services provided by the Organizer start. The air, land or sea transport services, as well as the accommodation services before or after the trip that are not contracted to the Organizer, will be considered as single services when they are acquired through the Agency. The trip can be purchased directly from Triumph Adventure Experience Spain (ALPHA BOOTIS S.L) or through external commercial agents or other companies.

2. INFORMATION

Before the customer is bound by the package travel contract or corresponding offer, the Organizer shall provide the traveller with the standard information for travel agency services agreement, as well as the rest of the characteristics and information of the trip in accordance with the provisions of current legislation, for this purpose, the Organizer shall provide a digital brochure with all the information specified on the website triumphadventure.es together with the Offer.

The client, by receiving the Offer with the brochure or the link where this information is specified, declares to have been informed of all aspects and characteristics of the trip. The contract will be deemed to be completed when both parties have signed the contract and the client pays the full price.

3. TOURS

Triumph Adventure Experience Spain® trips can be made either with your own motorbike or with one of the rental motorbikes of the fleet belonging to Triumph Adventure Experience Spain®.

- Likewise, the route requires a minimum number of participants:

o The trip "TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026 ". It requires a minimum of 9 and a maximum of 12 participants.

In the case of off-road trips, no accompanying person is possible.

In the case of on-road trips (Andalusia and Morocco), one companion per rider is possible.

The closing date for sales is 30 days before the start of the trip. Any places requested after this date must be requested directly from the organiser. The deadline for the organiser to communicate the minimum group size is 10 days before the start date of the trip.

- Destination. The trip " TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026 " is designed to cover approximately 2000km with the following itinerary subject to change according to possible unforeseen events that may force to change or alter the order of the trip.
o DAY 1. Malaga- Tarifa- Tangier- Chefchaouen
o DAY 2. Chefchaouen-Fez
o DAY 3. Fez- Erfoud
o DAY 4. Erfoud-Desert
o DAY 5. Desert-Dades
o DAY 6. Dades-Marrakech
o DAY 7. Marrakech- Casablanca
o DAY 8. Casablanca-Tanger- Tarifa- Malaga- End of the trip.

The points where the stay will take place may be different from the points corresponding to each stage.
- With respect to the itineraries, Triumph Adventure Experience Spain reserves the right to alter the order of the route in any of the itineraries included in this programme, modify the departure times and substitute any of the planned hotels for others of similar category. There will be no obligation to give prior notice for changes to the itinerary that do not significantly affect the content of the trip.

4. USE OF THE MOTORBIKE

All participants who make the trip with their own motorbike or with one of the rental motorbikes of "ALPHA BOOTIS, S.L.", must sign a contract of acceptance of all the conditions and obligations between the rider and the organizer.

- The client who participates with his own motorbike assumes, on signing this contract, to be up to date with all the technical and mechanical inspections of the motorbike, to have the compulsory insurance together with the corresponding valid driving license and to be in suitable physical condition, as well as to respect at all times the current highway code of the place where the activity takes place and all the indications given by the organizer.

- On the other hand, the client who wishes to participate with one of the rental motorbikes from the "ALPHA BOOTIS, S.L." fleet must also sign the daily motorbike rental conditions, but its use will be limited to the times established in the route itinerary, with the organization withdrawing the keys of the vehicle at the end of each of the stages. Otherwise, the organization reserves the right not to accept the client's participation in the trip or to communicate directly on the trip itself that he/she "does not continue" without the right to reimbursement of the amounts paid.

The participant who uses his own motorbike will be responsible for all possible damages resulting from the use of the motorcycle.

In the case of the rented motorbike, it shall be covered by comprehensive insurance with an excess of 300€ (except in the case of additional equipment due to negligence on the part of the client or for other reasons)

The basic travel insurance will not cover damages derived or carried out with "own motorbike", so the consumer will have to check the insurance coverage of his motorbike before making the trip.

Any clothing or equipment such as helmets, boots or gloves that the client rents from "ALPHA BOOTIS, S.L." is not covered by any insurance, being the client responsible for any damage or loss of the same, accepting at the signing of this contract that all charges can be made to the credit card that the client registers in the electronic payment system used: Stripe.

- OFF-ROAD TOURS

In case of the ¨ Translusitania tour¨ will be 50% off-road and 50% on-road.

In case of “Red Desert tour “will be % off-road and % on-road that could be modify depending on the forecast, situation of the tracks, etc

The client will have to stick exclusively to the use of the motorbike in the schedules established by the organization, following the rules established by the same and being able to stick to route changes if necessary.

For this type of tour it will be necessary to use specific safety and protection equipment, without which it will not be possible to go on the tour.

This type of tour does not include a specific insurance for risky activities, so it must be contracted directly by the client in order to be able to do it.

- ROAD TOURS

The tours organised in Andalucia and Morocco will be at all times by road (100%). Any other type of activity that is not carried out by this means will be at the client's expense and he/she must assume all the responsibilities derived from it, and must take out the appropriate insurance.

The client will only be able to use the motorbike exclusively during the hours established by the organisation, following the instructions of the organisation at all times.

5. DURATION OF THE TRIP/STAY

The number of nights of stay will be determined in each programme.

According to the TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026

route it is established:

- 8 days/ 7 nights stay and includes 7 breakfasts and 7 dinners. Meals, snacks or any other food and beverages are not included as well as extras.

6. ACCOMMODATION

Accommodation for the TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026 trip will be in hotels of 4 to 5 star category or similar, specifically in shared twin room with another participant of the trip and on half board basis (breakfast and dinner). Breakfasts and dinners will be taken in the hotels themselves, in restaurants or in any other place that can provide such services. The accommodation provided for this trip is as follows:

Day 1. Dar Ba Sidi Hotel. 5* or similar. Commune Dardara Chefchaouen

Day 2. Hotel Barcelo 4* or similar. Fez

Day 3. Hotel Xaluca 4* or similar. Erfoud

Day 4. Ali El Cojo el Borj campsite or similar. Merzouga desert.

Day 5. Riad Dades Paradise 4* or similar. Dades Gorges

Day 6. Hotel El-Andalus. 4* or similar. Marrakech

Day 7. Hotel Oum Palace 4* or similar. Casablanca.

In the event that a participant wishes a single room, he/she must request it when signing this contract and pay a supplement for this service, and the organisation cannot guarantee the acceptance of the request. If the request is made after the trip has started, the organisers will try to manage it, but cannot guarantee its availability or the price of the accommodation.

The times of entry to the accommodation will be those established by the accommodation or when the circumstances of the trip allow it. Normally, check-in to hotels is between 14:00 and 16:00 hours and at 12:00 hours for accommodation in Spain, except in the case of aparthotel accommodation, which will be between 12:00 and 16:00 hours. In the event of overbooking or any other circumstance

that prevents accommodation in the place specified in the itinerary, similar accommodation will be offered.

In the event of arrival at the hotel before the time established for check-in, the client will be provided with a luggage storage service, and the same service will also be provided at the time established for check-out until the end of the route.

The quality and content of the services provided by the hotels designated as places of accommodation shall be determined by the official tourist category assigned to them, and are subject to administrative control.

The hotel category assigned is the one granted to the establishment by the country, the classification being carried out by the manager in those countries where there is no official hotel classification.

7. STARTING POINT OF THE ROUTE/TOURS

The starting point of the trips, routes and tours organised from time to time throughout the year will be the point of departure established by the organisation in each specific case. The client is responsible for being present on the day of departure at the time indicated by the organisation.

TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026

Starting point: Alhaurín de la Torre, Málaga.

Morning timetable. The client should arrive between 1 hour and a half and 1 hour before the scheduled time of the trip.

End point: Alhaurín de la Torre, Malaga. L a t e a fternoon timetable (subject to unforeseen circumstances).

8. PRICE

The price of the TRIUMPH REWARDS OF MOROCCO TOUR 2025/ 2026 trip is:

- Participant, with "own bike": 2.730€ (VAT included) in shared double/twin room.

- Participant with rental bike Scranbler 1200/ Tiger 900: 3.729€ (VAT included) in a shared double/twin room.

- Participant with rental motorbike 1200: 4.029€ (VAT included) in a shared double/twin room.

- Single room supplement. 799€ (on request)

The price of the trip includes all services and complements specified in the programme/offer contracted and expressly stated in the travel services agreement, as well as Value Added Tax (VAT) or Canary Islands General Indirect Tax (I.G.I.C.), etc., when applicable.

The price of the services on the routes/tours will be per person, the client.

REVISION OF PRICES

The price of the package has been calculated on the basis of the exchange rates, transport rates, cost of fuel or other sources of energy, and taxes and charges applicable on the date of publication of the programme/brochure or any subsequent ones that may have been made public.

Any variation in the price of the aforementioned elements may give rise to a revision of the final price of the trip, both upwards and downwards, after the conclusion of the contract in the strict amounts of the aforementioned variations.

After the conclusion of the contract, prices may only be changed upwards or downwards as a direct consequence of changes in:

a) The price of passenger transport resulting from the cost of fuel or other energy sources.

b) The level of taxes or charges on the travel services included in the contract, levied 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.

c) The currency exchange rates applicable to the package.

Similarly, the traveller is entitled to a reduction in the price for any reduction in the aforementioned costs occurring in the period between the conclusion of the contract and the start of the package - in which case the organiser is entitled to deduct the actual administrative costs from the refund due to the traveller. If the traveller so requests, the organiser must provide proof of these administrative costs.

These changes to the price of the holiday shall be notified to the traveller in a clear and comprehensible manner, with a justification for them and with their calculation on a durable medium, no later than 20 calendar days before the start of the package. Such a price change shall be calculated by adding/subtracting the increase/decrease in cost that has occurred to the price of the package.

If the aforementioned price increase exceeds 8% of the total package price, the traveller may, within a reasonable period specified by the organiser, accept the proposed change or terminate the contract without penalty.

THE PRICE INCLUDES

The trip specified in the itinerary with the guide/guides certified by the organiser, the accommodation in the hotels according to the specified category or similar and the taxes in the specified regime according to the brochure (on the web www.triumphadventure.es).

THE PRICE DOES NOT INCLUDE

Fees, taxes and/or local charges to be paid by the client at the destination, such as tourist, ecological, hotel taxes, etc., airport or port taxes and/or entry and exit taxes, vaccination certificates, visas, drinks, special diets, national and international flights, extraordinary ferry tickets, petrol, extras on the motorbike, and in general, any other service that is not expressly detailed in the programme/offer in the package travel contract.

Also not included are any additional charges that may be charged by some accommodations, directly at the destination, for additional services made available to the traveller, even if the traveller does not make use of them.

All services not included will be paid directly by the client.

In the event that the participant makes the trip with his own motorbike, the expenses arising from the same shall be borne exclusively by the customer, i.e. petrol, tolls or roadside assistance. In any case, the organizer will offer its help to continue the trip, but all costs will be borne by the customer.

In the case of travel with "your motorbike" and its expenses will be borne by the customer (petrol, tolls, breakdown resolution, roadside assistance, etc.). The company will offer its help for the continuity of the trip but the expenses will be paid by the client.

If the client decides not to travel with his/her own motorbike, he/she can rent one of the Triumph Adventure Experience Spain fleet according to the rates and conditions established in the daily rental contract terms.

- This must be communicated to the organizer prior to the start of the tour and is subject to availability from the supplier at all times.

Triumph Adventure Experience Spain® will not refund the price of the trip if the client does not arrive or arrives too late at the start of the trip. Should the client miss the return journey or wish to make an early return, the organization of the return journey will be at the client's expense, without the right to receive compensation from the organization.

9. BOOKING AND PAYMENT

Any customer interested in the trips that Triumph Adventure Experience Spain® organises as part of its annual calendar should request information through the marketing platforms where the information will be published (web www.triumphadventure.es), social networks, telephone (+34 679 50 81 50), what's up or e-mail (www.triumphadventure.es), what's up or e-mail (info@triumphadventure.es). The customer service department will send you the information with the conditions and price for each specific route.

If you are interested in making a reservation, you must abide by the conditions set out on the website.

To book a place directly you must send the requested documentation and pay for the trip at the time of requesting a place. It will be understood that the place is confirmed when the client pays the requested amount by credit card or bank transfer within a maximum period of 24/48 hours after receiving the booking confirmation by e-mail.

If the payment is not made in the requested time, it will be understood that the client withdraws from the requested trip and management and compensation costs may be applied (20% of the total cost of the trip).
Payment can be made in two ways:
- Credit card (visa or mastercard). It will be the card where the amounts will be charged through the web. The client will receive a receipt by email.
- Bank transfer. The requested amount will be paid into the account indicated below:
BANK: La Caixa
Account name: ALPHA BOOTIS
IBAN: ES35 2100 3709 8222 0004 4601
This payment will be made within a maximum period of 24/48 hours from the booking request (receipt of the order/documentation) and the sending of the proof of payment. If the payment is not received, it will be understood that the place has not been reserved and may therefore be occupied

by another customer.

The delivery of the documentation will be made around 10 days before the start of the trip.

9.1 Documents and information required for the trip

The consumer receives the general information on the conditions applicable to him regarding passports and visas, and the health formalities required for the trip and the stay, as set out in this contract.

At the time of booking, the customer will be asked for the following documents, which must be valid at the time of travel:

- Identity card or ID in the case of European Union clients (minimum validity of 6 months – Translusitania; Red desert or Andalusia or 6 months - 1 year - Tour of Morocco).

- Passport in the case of non-European Union customers (validity according to each country's regulations. Check with our customer service)

- Valid Spanish (A), European or international driving licence or equivalent. You can check the equivalences of your licence at the following link:

o European licences: https://road-safety.transport.ec.europa.eu/road-safety-member-states/driving-licence-member-states_en?prefLang=es
o In the case of non-Europeans it will be necessary to have an international driving licence too.
- Customers must take into account all the countries to which they are travelling and the crossing points. Also the formalities and visas required for access to these countries. Below you will find a list of embassies and consulates where you can find information.
o Spanish citizens
o Travel recommendatios outside Spain (Spanish citizens) : http:/bit.ly/español_viaje_exterior

 Consular assistance: http://bit.ly/asistenciaconsultarspn
o European/international):
Spain: https://www.spain.info/es/info/

 Portugal: https://europa.eu/youreurope/citizens/travel/entry-exit/non-eu-nationals/index_es.htm

 Morocco: https://www.visitmorocco.com/es/informacion-practica?id=modalformalites1096

 Other countries. Consult customer service

COVID-19 situation or other health situations. In reference to the COVID-19 situation, it is mandatory to be aware of the health situation and requirements for entry into the different territories and countries indicated in the brochure of each tour.

In case of any doubt, the customer may contact the customer service centre on +34 679 50 81 50 or by e-mail to info@triumphadventure.es.

10. LIABILITY

10.1 GENERAL

The organizer of the package tour is liable to the traveller for the proper performance of the travel services included in the contract, regardless of whether these services are to be performed by them or by other providers, and regardless of the right of recourse against the operator to whom the non-performance or defective performance is attributable, or against third parties who have contributed to the occurrence of the event that gave rise to the compensation, price reduction or other obligations. The organizer declares that he is responsible for the organization and execution of the trip.

The traveller is entitled to an appropriate price reduction for any period during which there has been a lack of conformity, unless the organizer proves that the lack of conformity is attributable to the traveller.

The traveller shall be entitled to receive adequate compensation from the organizer for any damage or loss suffered by the traveller as a result of any lack of conformity. The compensation shall be paid without undue delay.

The traveller shall not be entitled to compensation for damages if the organizer proves that the lack of conformity is:

(a) Attributable to the traveller.

b) Imputable to a third party external to the provision of the contracted services and unforeseeable or unavoidable.

c) Due to unavoidable and extraordinary circumstances.

** Triumph Adventure Experience Spain, will not be responsible:

- Delays and problems arising from flights (loss of luggage, etc.) of the consumer/client.

- of the costs of accommodation, meals, transport, missed connections or missed days of credit at work, arising as a result of delays in the means of transport used due to weather, technical, strikes or other force majeure not controllable or foreseeable prior to the start of the trip.

- The traveler is responsible for the revision of the documentation prior to and during the trip (ID card or passports, visas, vaccinations, driving license, etc.). Any failure to comply with these requirements will be at the expense of the traveller without the right to a refund.

- Loss of luggage, personal belongings and valuables.

- Optional excursions or possible activities

10.2 COMMUNICATION AND OBLIGATION TO PROVIDE ASSISTANCE

The traveller can send messages, requests or complaints in connection with the execution of the package, and the organizer must provide appropriate assistance without undue delay to the traveller in difficulty, especially in the event of unavoidable and extraordinary circumstances, in particular by:

(a) The provision of adequate information on health services, local authorities and consular assistance.

(b) assisting the traveller in establishing remote communications and helping to find alternative travel arrangements.

The organiser may charge a reasonable surcharge for such assistance if the difficulty has arisen intentionally or through the negligence of the traveller. This surcharge shall in no case exceed the actual costs incurred by the organiser or the retailer.

10.3 LIMITS OF COMPENSATION FOR DAMAGES

With regard to the limit of the scope and/or conditions of payment of compensation by the providers of travel services included in the package, the provisions of the international conventions binding the European Union, in particular the Athens Convention of 13 December 1974, as amended by the London Protocol of 19 November 1976, where applicable, or the Brussels Convention of 23 April 1970 and other legal provisions in force, shall apply. Failing this, and excluding personal injury or damage caused intentionally or through negligence, compensation shall be limited to three times the total cost of the trip.

10.4 CUSTOMER OBLIGATIONS

The activity carried out by Triumph Adventure Experience Spain® involves the use of motorbikes, which entails risks and obligations for the client as indicated below:

- On certain trips, the client will be able to take his own motorbike and will be responsible for it at all times and must comply with the rules of the road, as well as the indications of our guides and the corresponding rules of coexistence.

- It will be compulsory to have a valid driving license for the motorbike from the client's country of origin and also an international license in the case of non-European clients and to have driving experience.

- The customer must be in possession of a medical certificate issued by an authorized driver examination center which allows the customer to obtain a driving license.

- The customer may not be deprived of the right to drive motor vehicles and mopeds, nor be subject to any type of intervention or suspension thereof.

- The use of a motorbike implies that the customer is performing an activity in a vehicle where his body is the first to be affected in the event of an accident, which means that for such driving shall be compulsory:

o Use of safety equipment according to the instructions of the instructors for your protection.

o You must adapt your speed to the conditions of the road or terrain on which the route takes place.

o Must maintain a safe distance at all times.

o It will be compulsory to rest every 300 kilometers of the route for fatigue or when the guide indicates the corresponding stops.

o The client must be at least 25 years of age and in perfect health. He/she may not drive under the influence of alcohol, medication or any narcotic substance that alters his/her abilities.

o The client must at all times respect the highway code and the laws regarding tourism, traffic, environment and any other regulations involved in the routes, and must be aware of the possible consequences in the event of violating them.

o The client must be aware of what driving motorbikes of these characteristics entails and the inherent risks, and must read, acknowledge and sign the acceptance of these conditions.

o All users, without exception, must have their personal documentation in order, according to the laws of the country or countries visited. It will be at their own expense, when the trip so requires, to obtain visas, passports or vaccination certificates. In the event that the granting of a visa or any other procedure is refused by any authority, for particular reasons of the user, or the user is refused entry into the country due to lack of the requirements demanded, or due to a defect in the documentation demanded, or for not being the bearer of the same, the organization declines all responsibility for this type of event, with any expenses that may arise being the responsibility of the consumer, applying in these circumstances the conditions and rules established for cases of cancellation.

We also remind all users, and especially those with a nationality other than Spanish, that they must ensure, before starting the trip, that they comply with all applicable visa regulations and requirements in order to be able to enter all countries to be visited, have a valid passport, ID card or ID (European Union customers), vehicle insurance, a valid driving license and a valid international license. The client will be responsible for all damages to their motorbike during the tour.

It is forbidden for the customer

a) To ride the motorbike, without being qualified to do so or without having a valid driving license.

b) To use the motorbike in inappropriate conditions.

c) The trip takes place in a group, so that during the hours of driving the client may not leave the group for any reason unless a situation of force majeure occurs that forces him/her to stop and/or abandon his/her driving position in the group.

d) On arrival at the specific accommodation, the organisation will collect the keys of the rented vehicles, and it is strictly forbidden to drive individually without the supervision of the organisation's guide.

e) Before starting the activity, the keys of the vehicles will be returned to the clients so that they can take their position within the group and start the activity guided by the organisation.

10.5 OBLIGATIONS AND RESPONSIBILITY OF THE ORGANISER

Prior to the trip and for safety reasons, Triumph Adventure Experience Spain® will provide the client with the following information:

a) Complete information about the trip, price, insurance and other specifications.

b) A list of the minimum self-protection material that each user must carry.

c) Minimum travel rules established by the guide.

d) If there are any physical or other limitations to carry out the activity.

e) Internal and self-protection measures to be adopted in the event of an accident.

Triumph Adventure Experience Spain® will be responsible for the organization of the trip, which must inform the client in advance indicating the approximate kilometers of the trip and the means of transport used for the routes.

The responsibility of the organization will be limited in any case and regardless of the cause, to the price of the trip when:

- The damages suffered by the client have not been caused by wilful misconduct or gross negligence on the part of the operator.

- The operator is only liable for damage caused to the customer through the fault of one of the service providers.

- Liability for delay is excluded.

In all other cases, the operator is not liable, especially in the case of traffic accidents. In this type of tour, the participants are responsible for their actions and, in particular, for their driving and choice of tour as well as for their driving skills and are liable even when following the guide.

All participants in the trip declare that they agree that the owner, organizers and representatives of Triumph Adventure Experience Spain® are not responsible for their personal safety and that they will not be held individually or jointly and severally liable for any incidents related to the participation or normal running of the trip/course that result in injury, death or damage to their property, family or their successors.

Triumph establishes an annual calendar of events (tours/routes). These tours are designed to cover a number of kilometers per day. Many of them are intense routes and in some cases will only allow us to make short stops and are especially focused on driving and the enjoyment of the riders on the road.

It is important to bear in mind that during the routes there may be unforeseen events due to weather conditions, punctures, breakdowns, works or any other event of a different nature that may force us to modify the route and that are beyond the control of the organization.

- With respect to the routes/tours, the organizer reserves the right to alter the order of the route in any of the itineraries included in this programme, modify the departure times, modify dates or substitute any of the planned hotels for others of a similar category. There will be no obligation to give prior notice for itinerary changes that do not substantially affect the content of the trip. This will not entail a total or partial refund of the trip.

- In the event of difficulties during the trip, such as health problems or loss of travel documents, the organizer will provide assistance and look for alternative travel arrangements.

- Likewise, the COVID-19 or sanitary regulations established in the different countries of the tour and those established by the organization must be respected.

STAFF

All Triumph Adventure Experience Spain® staff are trained to act in the event of an emergency and are experienced in leading tours.

Guides and responsibilities

The instructor or tourleader reserves the right to refuse admission to any rider or client who breaches the rules of the road and good use of the motorbike, stopping the client's activity and not allowing the departure or continuation of the motorbike trip, offering the alternative of finishing the trip in the support vehicle or hiring any other means of transport that will be paid for by the client who, due to non-compliance with the rules, could find himself in this situation.

11. INSURANCE

Triumph Adventure Experience Spain ® includes basic travel insurance but recommends that you take out travel cancellation insurance at the time of booking.

The travel insurance will not cover any expenses related to the motorbike, damage to the motorcycle, damage to the consumer related to the motorcycle or damage to others.

Regarding the insurance of the motorbike itself, the client will be responsible for its contracting and to have it up to date at the time of the trip (this can be requested by the organization).

12. CANCELLATION (TOTAL OR PARTIAL) AND CHANGE OF DATES

At any time prior to the start of the package, the traveller may terminate the contract, having the right to a refund of the amounts paid, but must compensate the Organizer for the items listed below:

In the case of cancelled services: the total management costs, plus the cancellation costs, if the latter have been incurred, consisting of the costs incurred by the different suppliers involved in the trip: air or sea tickets already issued, airport or port taxes, accommodation, entrance fees, local land, water and air vehicles, accompanying car, transfers and guided tours, proportional part of the accompanying guide and other additional services of the trip that, if applicable, have been incurred.

The penalty shall consist of:

- If the cancellation (total or partial) by the client is made between the day of booking and 45 days before the start date of the service, 40% of the total final amount of the trip paid will be refunded (except in case of cancellation insurance).

- If the cancellation is made between 44 and 35 days before the start date, 30% of the total amount paid will be refunded.

- If the cancellation is made between 34 and 16 days, 20% of the total amount paid will be refunded.

- If the cancellation is made between 15 days and the start date of the trip, no refund will be made.

- The organizer may cancel the contract and reimburse the traveller for all payments made by the traveller, but shall not be liable for any additional compensation if he is prevented from performing the contract due to unavoidable and extraordinary circumstances and the traveller is notified of the cancellation without undue delay before the start of the package, or if the number of persons registered for the package is less than the minimum number specified in the contract and the organizer or retailer notifies the traveller of the cancellation within the following deadlines:

1. Twenty calendar days before the start of the trip for trips lasting more than six days.

2. Seven calendar days before the start of the trip in the case of trips lasting between two and six days.

3. Forty-eight hours before the start of the journey for journeys of less than two days' duration.

It is possible to change the date only once for another of the routes or tours set in the annual calendar or the transfer to another person with a cost per service of €200 as a rebooking fee. This option will always be subject to prior consultation with Triumph Adventure Experience Spain® and in accordance with its calendar of events. Likewise, cancellation fees for hotel accommodation, meals, etc. will be charged in the event that changes cannot be made. In this case you must inform the organizer by telephone and email of your intention not to travel. The amount of the trip will be recorded as a "voucher" to be used by the client on the trip/s indicated.

Likewise, the following actions carried out by the consumer shall not give rise to any compensation:

- Non-use of any type of service: transport, accommodation, meals or any other service included in the trip due to the direct responsibility of the client.

- Delays or non-presentation at the time indicated for the start of the trip.

- Non-possession of the necessary and obligatory documentation for the trip.

- Services not used voluntarily by the client.

- Voluntary partial or total abandonment of the trip, once it has begun.

Causes of force majeure:

However, a medical and cancellation expenses insurance policy is available to customers who request it, in addition to the one included in the trip for _____ euros (Consult the Customer Service Department for the price).

To contract this insurance, it is essential to pay the amount of the insurance at the same time as the trip confirmation deposit is made and send a request by e-mail to info@triumphadventure.es.

We will not take out cancellation insurance without having received a prior written request from the client, even if a deposit has been paid. As soon as we receive the amount of the insurance and the reservation request, we will contract the optional insurance, and we will send a written confirmation with a summary of the coverage, policy number and reservation code. If the written confirmation of the insurance policy does not arrive, it will mean that it has not been taken out, and it is the passenger's responsibility to claim it.

The cancellation guarantee will only be valid if it is taken out at the time of booking the trip. We cannot guarantee the cancellation guarantee if the insurance is taken out at a later time after the initial booking.

The organizer must perform all services in accordance with the information brochure. If it is not possible to do so, it will find ways to provide the specified services at no additional cost to the client by offering similar services. If the services are of a lower category, the difference will be reimbursed to the client.

13. TRIP MODIFICATINOS AND TRANSFER OF THE PLACE

Triumph Adventure Experience Spain® undertakes to provide its clients with all the services

contracted, with the conditions and characteristics stipulated in the programme/offer, all in accordance with the following points.

13.1 Modifications to the trip

a) The organizer reserves the right to unilaterally change any other clause of this contract, provided that the change is not substantial and that the traveller is informed of the change by the organizer in a clear, comprehensible and prominent manner on a durable medium.

b) If, before the start of the package, the organizer is forced to substantially change any of the main features of the travel services, is unable to meet any of the customer's previously accepted special requirements, or proposes to increase the price of the holiday by more than eight percent in accordance with clause 8, the traveller can, within a reasonable period of 7 days, accept the proposed change or terminate the contract without penalty.

c) The customer who terminates the package travel contract may accept a substitute package offered by the Organizer, if possible of equivalent or superior quality.

d) The Organizer must communicate such a change to the traveller without delay, in a clear, comprehensible and prominent manner on a durable medium together with:

1. Its impact on the price of the package where the modification results in a package of lower quality or cost.

2. A reasonable period of seven days within which the traveller must inform of his decision.

3. The indication that in the event that the traveller does not notify his decision within the period indicated in the previous paragraph, it will be understood that he chooses to terminate the contract without any penalty.

(e) In the event of termination of the package travel contract by the traveller before its commencement without payment of a penalty pursuant to point (b), or non-acceptance by the traveller of a substitute package, the organizer shall without undue delay refund all payments made by the traveller or by a third party on his behalf and in any event within a period not exceeding fourteen calendar days from the date of termination of the contract.

13.2 Termination of the contract

The consumer has the right to withdraw from the package travel contract once the trip has begun, but may not claim a refund of the amounts paid and will continue to be obliged to pay the outstanding amounts.

If the withdrawal is due to an accident or illness of the consumer that prevents him from continuing the trip, the agency is obliged to provide the necessary assistance. There will be no duty of assistance when the defects produced during the execution of the contract are exclusively attributable to an intentional or negligent conduct of the consumer.

In both cases, all additional costs incurred as a result of the withdrawal, in particular repatriation or return to the place of origin, shall be borne by the consumer.

13.3 Transfer of the place

The traveller can transfer the package travel contract to a third party, provided that the conditions applicable to the package travel contract are met, by giving prior notice to the organizer on a durable medium at least seven calendar days before the start of the package travel. The transferor and the transferee shall be jointly and severally liable for the outstanding amount of the travel price as well as for any commission or surcharge and additional costs of the transfer. Such costs shall be reasonable and in any event shall not exceed the costs actually borne by the organizer as a result of the assignment. The Organizer shall provide the transferor with evidence of any commissions, surcharges or other additional costs arising from the transfer of the contract.

When, due to the type of fare, the characteristics of the means of transport to be used or the country to be visited, it is impossible to transfer, the organizer and the retailer may oppose the transfer. The Organizer will indicate the option of transfer to a person indicated by the client with the corresponding penalty and in the event of not transferring the place, the cancellation costs will be indicated.

In all the situations indicated, the client will have to pay cancellation fees in accordance with the restrictive conditions of the services. Certain fares on our trips are non-refundable such as ferries, non-refundable airline tickets or hotel fares with cancellation fees at the time of booking confirmation (these will be communicated to the customer prior to the transfer).

We recommend that the client takes out cancellation insurance at the time of booking and travel insurance.

14. DATA PROTECTION LAW CONSENT

14.1 INTRODUCTION

ALPHA BOOTIS S.L. complies with the obligations imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons and Organic Law 3/2018, of 5 December, on the Protection of Personal Data and the guarantee of digital rights, with regard to the processing of personal data and other applicable legislation, as well as the applicable regulations in force at any given time, guaranteeing the observance of all obligations and rights of those affected with regard to the processing of personal data. Likewise, in compliance with the provisions of Law 34/2002, of 11 July, on Information Society Services and Electronic Commerce, ALPHA BOOTIS S.L. shall request the user's prior consent for the sending of commercial communications, in the event that these should take place, likewise observing all the obligations and rights of users.

By virtue of the above, users who wish to make use of the different services offered by ALPHA BOOTIS S.L. shall be informed of the information corresponding to the identification of the person responsible for the file, the purposes of the processing of their data, as well as the possibility of exercising their rights of access, rectification, cancellation, opposition, portability, suppression and limitation before the person responsible for the file, all by reading and expressly accepting the privacy policy of the entity, being duly informed.

14.2 DATA CONTROLLER

Company name: ALPHA BOOTIS, S.L.

Registered office: Calle Reserva 16, 29130 Alhaurín de la Torre (Málaga)

Mail: info@triumphadventure.es

TAX ID: B87717054

Malaga Mercantile Register No. 5 dated 12 February 2020 in Volume 5921, Book 4828, Folio 218, Page 154816, entry 2.

Website: www.triumphadventure.es

14.3 DATA SUBJECT TO PROCESSING

We collect personal information that you provide when you contract a service or product on our website or when you fill in a form. In any case, at the time of collection, you will be informed of the data controller, the purpose of the processing, the recipients of the information, as well as how to exercise your rights under current data protection legislation.

We inform you that the categories of data that we may process are defined below:

Contact details: When you contact us, we collect your contact details. This data may include your name, postal addresses, telephone numbers, and email addresses, as well as details of your social media profiles.

Purchase data: When you make a booking, we collect information about your purchase or booking. Purchase data may include the following information, depending on the type of sale and the status of the process:

Channel

Booking Locator

Itinerary of the booking

Details of the payment method used

Billing address

Direct messages and communications related to the booking and the execution of the service

Status of the booking

Details of service providers involved in the execution of the contract

Payment details: We offer you the usual payment methods in commerce, such as credit cards, and others as they are developed.

Payment details are e.g:

Billing addresses

Credit card details

For the execution of the payment we collect the payment details you have provided, transferring to our payment service providers only the data necessary for processing.

Data relating to your use of the website: When you interact with our website, we collect information that tells us what content you are interested in, downloads of additional information, access via links, problems we detect in the operation of the tools and your location if you have specifically authorised

it. The use of this information is regulated in our Cookie Policy.Geolocation data: We collect location data derived from the IP address of your device, only down to the locality level. This address cannot be used to identify your internet connection or device. We use this geolocation system to detect fraud and/or detect suspicious bookings.

14.4 PURPOSE OF THE PROCESSING

The main purpose of the processing of your personal data corresponds to the possibility of establishing communications with you in order to respond to your request for contact through the form provided for this purpose, or to attend to the commercial relationship that you request. Your personal data will be kept for processing in our systems for as long as the relationship with our company is maintained.

Additionally, if you have expressly authorised, your data will be processed in order to send you commercial communications by any means, including electronic means, informing you about the different products and/or services offered by ALPHA BOOTIS S.L.U.

You may revoke the consent granted at your simple request by contacting ALPHA BOOTIS S.L. at any of the addresses referred to in point 1 of this clause, where the contact details of the company are indicated.

The personal data will also be used for the correct provision of the contracted service, being used for the proper functioning of the activity or trip contracted, as well as for the delivery of the products purchased.

( ) Check this box if you expressly accept the processing of your data for commercial purposes and the sending of communications and offers for commercial purposes, you may revoke your consent provided that you expressly state so to the following email address: info@triumphadventure.es

14.5 LEGITIMACY FOR THE PROCESSING OF YOUR DATA

The processing of your data for the main purpose is legitimised on the basis of the contractual relationship established between the parties, and for the additional purpose in the consent given by you using the contact forms intended for this purpose by ALPHA BOOTIS S.L. for which you must have provided us with the data required in the mandatory fields, that is, your identification and contact details, without which we cannot process your request.

By providing us with your details, you declare that you are the owner of them, that they are true and that they are completely up to date. The data collected on the form are adequate, relevant and not excessive in relation to the purposes for which they are processed, as indicated in point 4 of this clause. Likewise, ALPHA BOOTIS S.L. will cancel or rectify the data when they are inaccurate, incomplete or no longer necessary or relevant for their purpose.

By virtue of the above, the data will be kept for processing in our systems for as long as this relationship is maintained for the stated purpose or for compelling legitimate reasons, or the exercise or defence of possible claims. Once the retention obligation has ceased, your data may be deleted from our database or, where appropriate, anonymised.

The processing of data for the purpose of sending electronic newsletters about services, events and news related to our professional activity is based on the legitimate interest of ALPHA BOOTIS S.L.U.

to carry out such processing in accordance with current legislation. Your data will be kept for as long as the commercial relationship exists, your interest and there is no revocation on your part.

14.6 RECIPIENT OF YOUR DATA

ALPHA BOOTIS S.L. will not transfer data to third parties, unless legally obliged to do so. No international data transfers will take place, with the exception that ALPHA BOOTIS S.L. may contract the services of suppliers located in third countries, subject to compliance with all the requirements established by data protection regulations and applying the necessary guarantees and safeguards to preserve the privacy of the data. For further information on privacy guarantees, you may contact our company at the addresses indicated in point 1.

In some cases, it is necessary for us to communicate the information you have provided to us to third parties:

- Third-party business partners, such as hotels, transportation companies, financial services, etc., where you contract for services that require such disclosure. These companies only have access to the personal information they need to perform these services, and we require them to guarantee the confidentiality of your personal information.

- In addition, there are companies that provide us with other types of services such as: information technology (storage and processing of information), security services, financial services, auditing services, etc.

These third parties only have access to the personal information they need to perform these services. They are required to keep your personal information confidential and may not use it in any way other than as we have requested.

In all cases, we are responsible for the personal information you provide to us, and we require those vendors with whom we share your personal information to apply the same level of data protection as we do.

Likewise, your personal information will be at the disposal of the Public Administrations, Judges and Courts, for the attention of possible liabilities arising from the processing, as well as to provide the legally obliged collaboration.

14.7 EXERCISE OF RIGHTS

You may exercise your rights of access, rectification, deletion, limitation, opposition, portability, not to be subject to automated decisions or to revoke your consent, attaching a copy of a document accrediting your identity (ID card or passport) by any of the following means:

- By written and signed request addressed to Alpha Bootis, S.L., at Calle Reserva 16, 29130 Alhaurín de la Torre (Málaga), attaching a photocopy of the applicant's ID card. If you have already provided your e-mail address(es), it is essential that you provide us with the same address(es).

- By sending an e-mail to info@triumphadventure.es

If you consider it necessary, you can file a complaint with the Spanish Data Protection Agency, on the web page www.aepd.es.

15 . PRINTING AND CALCULATION ERRORS

Triumph Adventure Experience Spain® reserves the right to correct printing and calculation errors at any time.

16. VALIDITY OF OFFER

The validity of the brochure will be from 1st January 2024 to 31ST December 2025 inclusive. The date of issue of these conditions is 1st January 2024.

17. COMMUNICATION OF INCIDENTS IN THE EXECUTION OF THE CONTRACT

The consumer is obliged to notify the organizer of any breach in the execution of the contract preferably at the time it occurs or, otherwise, within 5 working days in writing or any other reliable means.

If the solution arbitrated by the organising agency is not satisfactory to the consumer, the consumer shall have a period of one month to complain to the organiser. The organiser shall have a period of two months to respond to the consumer's complaint, which shall start to run from the day after the consumer has lodged the complaint.

18. LIMITATION PERIOD FOR ACTIONS

The limitation period for the rights recognised in Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Users and other complementary laws and other provisions in force, is two years, in accordance with article 169 of the aforementioned Law.

19. APPLICABLE JURISDICTION

The customer declares, whatever his nationality, that he has read and understood all the conditions of the present contract. In the event of any disagreement which may arise from the interpretation and performance of this contract, the customer may, under the applicable law, protect his rights by choosing whether to bring his claim before the courts of his own domicile or the courts of Alpha Bootis' domicile.

ALPHA BOOTIS S.L.U.
Reserva 16
29130 – Alhaurín de la Torre

Málaga - España

NIF: B87717054

P.P.

Antonio Urrea Verdejo

Full Name
ID/passport number:
Date:
Signature