GENERAL CONDITIONS

First Name: Stephan

Last Name: Starke

ID Number: L3H24FTL7

Birthdate: 28/12/1991

Address: Oderstraße 3, Berlin, Deutschland

Phone: +49017647136925

Email: stephanstarke@hotmail.de

Date: 4/12/2025

ARTICLE 1. SCOPE OF APPLICATION

The present regulations shall be applicable to the climbing wall and rooms of the Rocòdrom 9C facilities.

- The Rocòdrom 9C facilities include:
- Bouldering/bouldering area
- Childrens' room
- Gym
- Common areas
- Changing rooms
- Bar-cafeteria

The generic name "climbing wall" refers to the entire climbing structure, consisting of the bouldering area (area no higher than 4.5m and equipped with holds).

Fall zone: The user must always be aware of any and all other users who are above them, either on the wall or on the mat. This space must be free of backpacks or other objects that are not essential for climbing.

ARTICLE 2. PERMITTED USES

The fundamental use will be the sport practice of the climbing modality of the facility. The practice of any other activity must be authorized by Rocodrom 9C staff.

The activities programmed by Rocodrom 9C will have priority over the users of the facilities who carry out the activity on their own, therefore, they must cede the spaces required for the development of the activities.

Users who take part in the programmed activities shall comply at all times with the rules reflected in these regulations.

ARTICLE 3. ACCESS

- To access the facilities of Rocodrom 9C it is mandatory to fill out the registration form (data protection law) at the reception desk or online, as well as the acceptance of these rules.
- The climbing wall facilities will be freely accessible to all users who meet the requirements set out in Article 4 of these rules, within the timetable established by the center. Without authorization, access outside these hours is forbidden.
- The price to be paid by users of the climbing wall will be that established annually in the reception fees. All offers or discounts must be accredited with the corresponding documentation.
- The user declares and guarantees that the personal information and bank details they give are correct, and agrees to keep them updated at all times.
- Any rented or borrowed material will be returned upon departure.
- Any person showing any signs of alcohol or drug intoxication will be refused entry.
- Only Rocòdrom 9C staff or authorized persons may give classes, training sessions or courses.
- Any person conducting classes, training sessions or professional activities without the
 authorization of Rocodrom 9C will be asked to leave the premises and may have their
 right of entry revoked without compensation.
- Notwithstanding the above, Rocòdrom 9C has the right to deny access or expel those
 persons who repeatedly violate any of the points of these applicable legal regulations,
 or in the event that their actions entail risks or dangers to users, neighbours, etc.
- Access to these facilities implies acceptance of these regulations.

ARTICLE 4. USERS

For the good of all users, the enclosure shall be kept clean and the minimum possible magnesium shall be used so as not to deteriorate the adherence of the climbing holds. The use of powdered magnesium is not allowed and liquid magnesium with alcohol must be used.

It is requested that all users be responsible with the use of magnesium.

The number of participants climbing will be determined by the total climbing surface, with a ratio of approximately one climber for every two horizontal meters.

The user is aware of the risks involved in indoor climbing.

All climbers under 18 years of age may only access the facility with the express consent of at least one legal representative. Minors under 14 years of age may only access the facility with the express consent of at least one legal representative who must be with the minor in the facility.

ARTICLE 5. GENERAL RULES

- The equipment, material and facilities must be used correctly, being the user responsible for any deterioration due to inappropriate use.
- Smoking and drug use are not allowed on the entire premises.
- Rocòdrom 9 C is not responsible for objects that may be lost or stolen in any of the facilities, nor, in particular, for objects that are deposited in the lockers.
- Access to the gym area and training area will not be allowed to persons under 12 years
 of age, except in the context of activities led by an instructor of the facility.
- Climbing without a shirt is not allowed.
- As far as possible, it is requested not to jump from high points, prioritizing deescalation. There will be holds to facilitate this de-escalation.
- The holds must be brushed after each use.
- In the case of schools, extracurricular activities or other training activities, the person in charge of the activity will be responsible for ensuring compliance with the above.
- In the activities taught in the facilities, the person in charge or substitute must be present in order to start them.
- The consumption of food and beverages on the mats is not allowed.

ARTICLE 6. SPECIFIC RULES FOR THE CLIMBING WALL

Modify climbing routes or change climbing holds.

- 6.1 It is mandatory to
 Use climbing shoes both for climbing and for accessing the mats area.
- 6.2 It is forbidden to
 Climb in areas where re-equipment work is being carried out.
 Climbing below or above the vertical line of another climber. It is advisable to have a partner protect the climber at all times, especially on difficult, high moves or in positions that could complicate the fall.

ARTICLE 7. IMAGES AND PERSONAL DATA

The user and/or his/her legal representative authorizes Rocòdrom 9C to use his/her name and image to carry out acts of promotion or diffusion of Rocòdrom 9C.

Your personal data will be incorporated into the files of Rocòdrom 9C only in order to maintain a good relationship with the user for the management, administration, provision and improvement of the services offered by Rocòdrom 9C. In compliance with the current Personal Data Protection Law, you may exercise your right of access, modification, cancellation and opposition by sending an e-mail to info@rocodrom9c.com

ARTICLE 8. NON-COMPLIANCE

Failure to comply with these rules will be cause for automatic expulsion from the facilities and the definitive cancellation as a client of Rocodrom 9C without any compensation. Rocodrom 9C reserves the right to limit or prevent the right of admission to the facilities for reasons of security or inappropriate behavior.

ARTICLE 9. ADDITIONAL PROVISIONS

Rocòdrom 9C may modify, develop and update these regulations. These changes will come into force immediately after their publication in the facilities and web page.

ANNEX I. FEES

Monthly, quarterly, half-yearly and annual fees must be paid by direct debit with a signed direct debit document. Payment of the registration fee is obligatory.

Subscriptions are non-refundable. Tickets, subscriptions and fees must be paid before entering the facility. Payments and prepayments for tickets, season tickets, courses, competitions, events, groups, parties and other cases can be made in cash or by card.

Day tickets, season tickets and all types of fees (monthly, quarterly, half-yearly, annual) are personal and non-transferable. Day tickets are valid only on the day of purchase. 10-session

subscriptions are non-transferable and have a duration of one year. Unused sessions are non-refundable.

In the event of injury, illness or other reasons for absence, monthly, quarterly, semi-annual and annual subscriptions may be suspended for a maintenance fee of €10 per person. The maximum duration of this suspension is 3 months. To reinstate the maintenance fee, notice must be given before the 20th day of the previous month. Users who have suspended these fees will not be able to enjoy the benefits of the subscriptions.

Monthly fees begin on the first day of the calendar month and end on the last day of the calendar month. Unused days will not be refunded. Users who contract a new fee (monthly, quarterly, half-yearly or annual), once the month has started, will pay the proportional part of the month, in cash or by credit card.

To unsubscribe from any service with direct debit payment, they must notify it by e-mail to info@rocodrom9c.com or by signing the cancellation form at the reception of the facilities before the 20th day of each month prior to the cancellation.

Direct debited bills for monthly fees and maintenance fees will be charged at the beginning of the month. Any bank fees charged for insufficient funds or denied/refunded will be charged to the user.

ANNEX II. RENTAL AND LEASE OF EQUIPMENT

In order to rent material it will be necessary to present a valid identity document together with the rental fee. The person requesting the material will be responsible for replacing it in case of damage, loss or theft. The material must be returned before leaving the facilities.

ANNEX III. SPECIFIC RULES FOR GROUPS AND COURSES

Participation in courses requires pre-registration, prepayment, registration and will depend on availability of said courses.

Reservations for activities offered by Rocòdrom 9C, individual and groups, can be cancelled without surcharge 72 hours before the activity, communicating the cancellation by e-mail to info@rocodrom9c.com. The price of the activity will be refunded but not the registration fee. Cancellations not made in advance will not be refunded. In case of a cancellation of any activity by Rocòdrom 9C, participants will be notified and fully refunded.

ANNEX IV. PRIVACY AND DATA PROTECTION POLICY

In compliance with the new General Data Protection Regulation, we inform you of the following: The responsible party for the data freely provided is Rocodrom 9C (CIF B55368781), with headquarters at Calle Alba, 33 17239 Palamós, Girona and email info@rocodrom9c.com.

On behalf of the organization we process the information you provide in order to offer you the requested service.

The purpose is the incorporation of the data in a file to maintain a good relationship with the user and for the management, administration, provision and improvement of services offered by Rocòdrom 9C.

Users who provide their personal data give their express consent to receive advertising and commercial communications from Rocòdrom 9C, in order to inform them of promotions and advertising communications of the services.

The data provided will be kept as long as the relationship is maintained or for the years necessary to comply with legal obligations. The data will not be transferred to third parties except in cases where there is a legal obligation.

You have the right to obtain confirmation as to whether Rocodrom 9C is processing your personal data, therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary. We also request your authorization to offer services related to those requested.

Basic information on Data Protection

Responsible party Rocòdrom 9C

Purpose Incorporation of data into a file to maintain a good relationship with the user and for the management, administration, provision and improvement of services offered by Rocòdrom 9C.

Legitimation Consent of the interested party or by the existence of a commercial **contract.**

Target persons No data will be transferred to third parties.

Rights You have the right to access, rectify and delete data.

I agree with the general conditions

4/12/2025

Stephan Starke

I do not wish to receive marketing emails.

Signature: