# **GAMBETA** DREAM

## **GENERAL SALES CONDITIONS<sup>1</sup>**



<sup>&</sup>lt;sup>1</sup> The following document develops the Commercial Proposal, Terms & Conditions and Co-habitation Rules of **GAMBETA DREAM**'s project **"ELITE FORMATIONS"**. By clicking in the "Order" button on <u>www.gambetadvisory.com/shop</u>, the participant's reservation formalizes and therefore, the participant declares to have read, understood and accepted the content and obligations of this **"GENERAL SALES CONDITIONS"**.

### MADRID, SPAIN.

I. COMMERCIAL PROPOSAL

#### I. Regarding the Football Club where the Elite Formations will take place:

- The Elite Formations will be carried out in one of the following Football Clubs: ESC LALIGA; RAYO VALLECANO, AGRUPACIÓN DEPORTIVA ALCORCÓN, CLUB DEPORTIVO LEGANÉS, CLUB DE FÚTBOL FUENLABRADA, among others.
- 2. Once the reservation is formalized and the participant carries out the payment related to the reservation costs, GAMBETA ADVISORY OÜ. will evaluate the participant's profile and notify him in which of the aforementioned Football Clubs the Elite Formations will take place.
- **3.** Hereinafter, the Football Club chosen by **GAMBETA ASVISORY**, **S.L.** for the Elite Formations to take place in, will be referred to as the **"CLUB"** for the remaining of this **"GENERAL SALES CONDITIONS"**.

#### II. Regarding the youth categories that the participant will be formed:

- **1.** The participant's performance on the Elite Formations and the **CLUB's** Recruiting Staff's opinion will determine if the participant will enter the **CLUB's** youth categories:
  - **1.1.** If the Elite Formation is carried out in **AGRUPACIÓN DEPORTIVA ALORCÓN**:

The participant will have the possibility of joining the "Senior C" Team (*Equipo "Senior C*") of their youth category.

#### **1.2.** If the Elite Formation is carried out in **CLUB DEPORTIVO LEGANÉS**:

The participant will have the possibility of joining the "Senior C" Team (*Equipo "Senior C*") of their youth category.

#### **1.3.** If the Elite Formation is carried out in **CLUB DE FÚTBOL FUENLABRADA**:

The participant will have the possibility of joining the Teams "B", "C" or "D" (Equipos "B", "C" o "D") of their youth category.

#### III. Included in the complete payment of the Elite Formations:

- 1. A spot to participate in the Elite Formations to be carried out in the **CLUB's** sport facilities.
- 2. The CLUB's training kit.
- 3. A report of the participant's performance in the Elite Formations issued by the CLUB.
- **4.** An official invitation issued by the **CLUB** in order to offer veracity and to facilitate the process of any visa/paperwork necessary for the participant to enter Spain.

- Transportation from Barajas International Airport to the facilities of the stay (<u>on the dates indicated by</u> <u>GAMBETA ADVISORY OÜ.</u>)
- 6. Transportation form the stay facilities to the trainings and from the trainings to the stay facilities.
- A stay composed by: Room / bed; Food (Breakfast, lunch, snack and dinner); Bathroom; Wi-Fi and cable TV; Air conditioning / heating; Laundry.

#### **IMPORTANT:**

- If the participant pays for the two (02) weeks Elite Formations, the stay will be guaranteed for fourteen (14) days and fourteen (14) nights, during the dates indicated in the questionnaire filled out by the participant on the website <a href="https://www.gambetadvisory.com/shop">www.gambetadvisory.com/shop</a>.
- If the participant pays for the four (04) weeks Elite Formations, the stay will be guaranteed for twenty eight (28) days and twenty-eight (28) nights, during the dates indicated in the questionnaire filled out by the participant on the website www.gambetadvisory.com/shop.

#### IV. Reservation payment:

- The participant agrees to pay a partial amount of: THREE HUNDRED EUROS (€ 300.00), if the participant intends to be a part of the two (02) weeks Elite Formations or; FIVE HUNDRED EUROS (€ 500.00), if the participant intends to be a part of the four (04) weeks Elite Formations. This payment will be needed in order to reserve their spot in the Elite Formations. It can be made through payment methods indicated on the website www.gambetadvisory.com/shop.
- 2. The participant will pay the remaining amount of money to **GAMBETA ADVISORY OÜ.** through the two methods of payment mentioned above once you receive the invitation letter from the club.
- 3. Only the payment of the remaining amount of money will confirm the participant's participation in the Elite Formations (the spot), their stay at the facilities, the transportation previously mentioned and, in general, all of the services offered in this document. If the participant does not pay the remainder before arriving to Spain, GAMBETA ADVISORY OÜ. will not offer any of the services offered in this "GENERAL SALES CONDITIONS" nor will it be obliged to reimburse the amount paid for the spot's reservation.

#### **II. TERMS & CONDITIONS**

- The Elite Formations will be carried out on the date indicated in the questionnaire that was filled out by the participant on the website <u>www.gambetadvisory.com/shop</u>
- 2. GAMBETA ADVISORY OÜ., does not offer plane ticket's purchase services or any other method of transportation tickets; the participant must manage their arrival to Madrid, Spain, on their own.

- 3. Only the payment of the remaining amount of money will guarantee the participation in the Elite Formations, the stay and the transportation previously mentioned. In the event that the participant does not pay the remaining amount when arriving in Madrid, Spain, **GAMBETA ADVISORY OÜ.** will not provide the participation in the Elite Formations, the stay and the transportation previously mentioned, nor will **GAMBETA ADVISORY OÜ.** be obliged to reimburse the amount paid for the reservation fee.
- 4. The full payment of the Elite Formations does not guarantee acceptance to the CLUB youth categories. <u>The acceptance of the participant will depend on his sporting level and performance during the Elite Formations.</u> Only the talent recruitment staff assigned by the CLUB during the Elite <u>Formations to evaluate the participant will decide if the latter enters the CLUB youth categories.</u>
- 5. As a result of the Elite Formations, one of the following scenarios will occur:
  - **5.1.** The **CLUB** will offer the participant to enter their youth categories and the **CLUB** will assume all of participant's costs in Spain (in terms of accommodation, food, sports costs, among others).
  - **5.2.** The **CLUB** will offer the participant to enter their youth categories, on the condition that the participant assumes all of his costs in Spain (in terms of accommodation, food, sports costs, among others).
  - 5.3. The CLUB will offer the participant to enter their youth categories, on the condition that the participant assumes part of his costs in Spain (in terms of accommodation, food, sports costs, among others). The percentage of the costs to be assumed by the participant will be determined by the offer made by the CLUB.
  - **5.4.** The **CLUB** will determine that the participant does not have enough level to be accepted into the youth categories or that they do not need a player with the participant's profile or characteristics.
- 6. GAMBETA ADVISORY OÜ. does not have any influence on the decisions of the CLUB. <u>Only the CLUB's</u> recruitment staff will determine if the participant is accepted into the youth categories and, if that is the case, only the CLUB will determine the conditions of the offer that will be made to the participant with regards to his costs in Spain (in terms of accommodation, food, sports costs, among others).
- In case of cancellation of the Elite Formations for reasons not attributable to GAMBETA ADVISORY
  OÜ., GAMBETA ADVISORY OÜ. will not be obliged to return the payments made by the participant or compensate for any possible damages suffered.
- 8. During the Elite Formations and/or during the participant's stay within the facilities, the participant must adapt their behavior to Spanish legislation and the Co-habitation Rules and, in addition, the participant must follow the internal rules of the CLUB, the orders of the CLUB's authorities and of GAMBETA ADVISORY OÜ. representatives.
- **9.** Under no circumstances **GAMBETA ADVISORY OÜ.** will be responsible for the expenses generated in treatment, transportation, hospitalization and/or any similar expenses generated in the event of an

emergency in which the participant is involved. It is a requirement from **GAMBETA ADVISORY OÜ**. for the participant to have a travel insurance policy and it is recommended to have a private insurance policy as well.

- In the event that the participant is accepted into the CLUB's youth categories, GAMBETA ADVISORY,
  S.L., will offer its services as a Representation and Intermediation Agency.
- 11. A refund of the amount paid in the reservation will only occur when: (i) the visa/paperwork necessary for the participant to enter Spain is not approved; (ii) the participant provides reliable proof that the visa/paperwork has not been approved and; (iii) GAMBETA ADVISORY OÜ. is informed of said situation through <u>operations@gambetadvisory.com</u> at least forty (40) days before the beginning of the Elite Formations. The reason for this policy is that GAMBETA ADVISORY OÜ. will be obliged to pay the costs of the participant's stay at least forty (40) days before the Elite Formations begin.
- 12. Under no circumstances, will there be a refund once the participant arrives in Spain. On the contrary, the participant will be obliged to pay the rest of the amount. The reason for this policy is that by that time, GAMBETA ADVISORY OÜ. will have already paid the participant's sporting costs, stay and other services agreed in these "GENERAL CONDITIONS OF SALE", consequently, the provision of the services will have already started.
- 13. In cases of reimbursements, costs of payment processes and commissions that apply in specific cases will be deducted from the money to be reimbursed, given that said costs will not be assumed by GAMBETA ADVISORY OÜ. but by the participant.
- 14. All services, including transportation, will only be provided on the dates indicated by **GAMBETA** ADVISORY OÜ.
- **15.** Under no circumstances **GAMBETA ADVISORY OÜ.** will be responsible for the loss, theft or loss of personal belongings of the participant in the **CLUB's** facilities, the facilities of the stay and, in general, in any other place during the Elite Formations.
- **16.** By clicking in the "Order" button on <u>www.gambetadvisory.com/shop</u>, the participant's reservation formalizes and therefore, the participant declares to have read, understood and accepted the content and obligations of this **"GENERAL SALES CONDITIONS"**.

#### **III. CO-HABITATION RULES**

#### 1. THE OBJECT AND CIVIL LIABILITY.

**1.1.** The purpose of this document is to establish the behavior to be maintained by the participants during their stay in Madrid, Spain, in the facilities provided by **GAMBETA ADVISORY OÜ**.

- **1.2.** Hereinafter the **"facilities"** will be all those spaces that are part of the residence for the participant's stay.
- 1.3. The participant declares that he/she will compensate for any damage caused to the facilities, even if these are caused involuntarily. At the same time, the participant declares to understand that, in case of refusal, GAMBETA ADVISORY OÜ. will proceed to civil proceedings in order to obtain reparation and compensation for the damages.
- **1.4.** In the event that the responsible party or parties are not determined, the amount of the damage caused will be shared and compensated among all participants.

#### 2. COMMON AND PRIVATE AREAS.

- **2.1.** "**Common areas**" shall include stairways, elevators, vehicular entrances, corridors, parking lots and, in general, all spaces designated for the use of the participants, as well as all other residents of the facilities.
- **2.2. "Common areas"** are also considered to be the spaces that participants share with each other within the facilities, including the living room, kitchen, bathrooms and bedrooms, provided that the latter are intended for the use of two (02) or more participants.
- **2.3.** On the other hand, "**private areas**" will be considered to be those bedrooms and/or bathrooms whose use is only for one (01) participant.
- **2.4.** Each participant will be responsible for the cleanliness, order and maintenance of his/her private area, as well as the common areas.
- **2.5.** In turn, each participant will respect the privacy of your roommates. You will not enter their rooms or bathrooms without authorization, except in case of necessity or imminent danger.

#### 3. SAFETY OF THE FACILITIES.

- **3.1.** The participant shall not tamper with the heater, air conditioner or boiler, and shall always callin case the heating or hot water does not work.
- **3.2.** If any fault is detected in the appliances or installations (water leakage, malfunction of the boiler or appliances, etc.) the participant shall immediately notify **GAMBETA ADVISORY OÜ.**, otherwise it may be considered negligence and the relevant repairs will be charged.
- **3.3.** The participant will not open the door to unknown persons who have not been authorized by **GAMBETA ADVISORY OÜ.**
- **3.4.** The participant must make sure that the door of the facility is closed when leaving.
- **3.5.** The participant shall not introduce or maintain in the common areas and/or private areas dangerous or legally prohibited substances. The consumption of any type of drugs and/or alcoholic beverages is prohibited.
- **3.6.** Smoking is prohibited on the facilities.

- **3.7.** The participant declares to understand that the possession and display of pornographic material or any other material that violates the dignity, equality and common sensibility of people (photographs, magazines, etc.) is prohibited.
- **3.8.** The participant shall not cause strong odors that affect or endanger the physical integrity of roommates or other residents of the facility.
- **3.9.** The participant shall not bring firearms or weapons onto the facilities.

#### 4. USE OF HOUSEHOLD APPLIANCES.

- **4.1.** The participant shall not use the washing machine, dishwasher or any other appliance that makes noise after 8:00 pm.
- **4.2.** Pans, wooden and plastic utensils cannot be put in the dishwasher.
- **4.3.** Knives, forks and utensils with points should be placed upwards in the basket.
- **4.4.** The appropriate short wash programs indicated on the washer will be used. Participants should be attentive as to what went into the washer and what belongs to whom.
- **4.5.** Each participant will collect his or her clothes from the washing machine after finishing the washing program so that other people can use them, and will turn it off after it has been used.

#### 5. MAINTENANCE OF THE FACILITIES.

- **5.1.** Ventilate every day ten (10) minutes is enough and clean at least once a week, thus collaborating with the rest of the participants to have an optimal installation.
- 5.2. Do not hang or stick things on the wall or furniture that leave residues, if stains are left and the wall and/or furniture needs to be painted, the participant responsible must pay for the damage caused.
- **5.3.** It is not allowed to change the position of the furniture.
- **5.4.** The cleaning staff will be helped to do their job, so each participant will make room when they need it in order to maintain the facilities.

#### 6. ABOUT VISITORS AND NOISE.

- **6.1.** Visitors are not allowed inside the common areas or private areas of the facility.
- 6.2. Care should be taken with a high tone of voice as it may disturb your roommates or neighbors.
- **6.3.** Music, television and other headphone playback must be done through headphones after 9:00 pm and until 10:00 am.
- **6.4.** If there are problems with neighbors or the police appear as a result of noise or inappropriate behavior in which the participants are responsible, they will have to leave the house

immediately from the moment that **GAMBETA ADVISORY OÜ.**, communicates it and will pay the fine issued by the authorities.

#### 7. CLOTHES LINES.

- **7.1.** Participants may hang their clothes in their room or on the terraces (if allowed; in some cases municipal regulations prohibit it and this is indicated).
- **7.2.** It is not allowed to hang out in the common areas: (living-dining room, kitchen and bathrooms) except if so decided by common agreement among all participants.

#### 8. ELECTRICITY, WATER, HEATING AND GAS.

- **8.1.** Lights should be turned off when not in use. Each participant will ensure that all lights are turned off when you leave the house and during the night.
- **8.2.** Do not consume electricity, water, heating, air conditioning or gas unnecessarily. To save on heating consumption, it is better to leave the doors of the rooms open so that the heat circulates throughout the apartment.
- **8.3.** In the event of improper consumption of the above-mentioned supplies, all participants sharing the dwelling will be notified so that the person or persons responsible for the improper consumption will pay the difference between the normal consumption and the improper consumption.
- 8.4. If the person or persons responsible are not known, the difference in consumption will be paid equally by all persons sharing the dwelling. Undue consumption will be considered to be that which is equal to or greater than double the average monthly amount.

#### 9. FOOD AND PERSONAL BELONGINGS OF OTHER MATES.

- **9.1.** It is strictly forbidden to take food or other personal items from your roommates. If you do so and there are complaints from the participants, the aggravating participant(s) may be expelled from the apartment.
- **9.2.** Storage areas will be divided into cupboards and refrigerators so that everyone's food can be located.

#### **10. LOSS OR THEFT OF KEYS.**

10.1. In case of theft or loss of house keys, for security reasons we may decide to change the lock, being the responsibility of the participant who loses the keys the cost of the change and the necessary key copies.

#### 11. CRIMINAL LIABILITY.

- 11.1. If the participant seriously or repeatedly fails to comply with the rules and obligations contained in this contract, or incurs criminal liability for misconduct or crime, whether in the dwelling or outside it, the "Commercial Proposal" marked with the letter "A" will be terminated and, therefore, the participant must leave the dwelling.
- 11.2. In case of theft or robbery of the private property of a fellow participant, GAMBETA ADVISORYOÜ. must be notified immediately. If no responsible party is found, the police authorities must be called.

#### **12. ACCEPTANCE OF THE CO-HABITATION RULES**

12.1. By clicking in the "Order" button on <u>www.gambetadvisory.com/shop</u>, the participant's reservation formalizes and therefore, the participant declares to have read, understood and accepted the content and obligations of this "GENERAL SALES CONDITIONS".