

# General Terms and Conditions of Sale

## COMPANY DETAILS :

**Company:** Costa do Vizir Beach Village & SPA, Lda.

**Tax ID:** 508450160

**Company Location:** Mont Blanc, 7520-437 Porto Covo - Portugal

**office:** Monte Branco, 7520-437 Porto Covo

**Telephone contact:** +351 269959100 (*call charge to national fixed network*) / +351 968526833 (*call charge to national mobile network*)

**Contact email:** info@costadovizir.com

## INTRODUCTION

The purpose of this document is to regulate the General Terms and Conditions of Sale of the online booking services or “services” of Costa do Vizir Beach Village & SPA, Lda, better identified above and hereinafter referred to as **Costa do Vizir** .

All information available on the website, which allows you to book services, is provided in Portuguese, English, French and Spanish.

The Customer confirms that he fully understands these general conditions of sale and that he has full legal capacity to commit to the terms of these general conditions of sale.

As a consumer, the customer has specific rights, which may be questioned in the event that the reserved services are used within the scope of their commercial, business and/or professional activities.

The Customer accepts Costa do Vizir's terms and conditions of sale and the conditions of sale for the rate reserved at the time of booking.

The Customer has the option of saving these terms and conditions by using the standard functions on his browser or computer.

The terms and conditions of sale that bind the Customer are those in force at the time of booking on the website.

All reservations made through the website imply consultation and full acceptance of these terms and conditions, as well as the sales conditions for the reserved rate.

If you disagree with these general terms and conditions of sale established, you must not access, use or browse any page of the website.

## 0. USER RESPONSIBILITY

0.1 The user guarantees that he is over 18 years of age and that the information provided to Costa do Vizir is true, accurate, complete and up-to-date. In this sense, the user is responsible for the veracity of all data provided and will keep the information provided duly updated, in order to correspond to their real situation.

0.2 If the user provides data from third parties to Costa do Vizir, he must declare that he has obtained the consent of these third parties to provide the data to Costa do Vizir.

0.3 The user will be responsible for any false or inaccurate information provided through the website and for any damages, direct or indirect, that may result from this to Costa do Vizir or to third parties.

0.4 The user undertakes to use the services in accordance with the law, moral standards, good customs and public order, as well as the provisions of these general terms and conditions of sale.

## **1. WEBSITE INFORMATION:**

1.1 The data that allows the precise identification of Costa do Vizir and that discloses its business name, the address of its facilities and registered office, e-mail address, telephone numbers and tax identification number.

1.2 The website allows users to book camping plots and complementary accommodation (apartments and bungalows) in Costa do Vizir.

1.3 The main characteristics of the available accommodation can be viewed during the booking phase or by consulting the website (photos for indicative purposes).

1.4 Prices (accepted payment methods and validity of the offer) and available dates for accommodation and camping plots are displayed during the booking process.

1.5 The present general conditions of sale.

1.6 The period of validity of the offer and its price.

## **2. DEFINITIONS**

Under these conditions, the expressions and terms used below shall have the following meanings:

▪ “ customer ” - natural person who contracts a product or service and with legal capacity to assume these terms and conditions.

▪ “ online reservation ” - reservation of camping plots and additional accommodation (apartments and bungalows) through the virtual reservation form via “ theisresa ” on the Costa do Vizir website.

▪ “ conditions of sale of the reserved rate ” - specific conditions of each reservation made by the Customer regarding the payment of the reservation.

▪ “ booking request ” - booking request for camping plots and additional accommodation (apartments and bungalows) made by the customer through the website: <https://costadovizir.com>

▪ “ reservation accepted ” before the reservation confirmation, there may be some restrictions applicable to the reservation of certain camping sites or complementary accommodation, which may be unavailable during the stay or there are other circumstances that may affect the stay for the dates of the reservation and even in cases of advance payment of signal, depending on the payment of the remainder of the reservation. In these cases, Costa do Vizir sends an e-mail to the Customer indicating the payment made and a summary of the services booked by the Customer on the website. The reservation is only considered valid if Costa do Vizir validates and accepts it, making it binding.

▪ “ reservation confirmation ” - email sent by Costa do Vizir to the Customer summarizing the services reserved by the Customer on the website, making the reservation binding.

- "service" - reservation of camping plots and complementary accommodation (apartments and bungalows) whose main characteristics are presented on the Costa do Vizir website, including the applicable tariff.
- "partners" - refers to any commercial partner of Costa do Vizir that operates its business under the trademarks that it owns and with which Costa do Vizir has entered into a contract that allows it to sell services.
- "partner services" - reservation of camping plots and complementary accommodation (apartments and bungalows), whose main characteristics are shown in advertisements for camping plots, apartments and bungalows available in any tool of Costa do Vizir partners .
- "mobile applications" - services that enable the connection of mobile terminals to the Internet and, in particular, that allow the consultation and reservation of camping services and complementary accommodation provided by Costa do Vizir.
- "service provider" - entity that allows users to access the website through its own website, mobile services or any other tool. A Costa do Vizir uses the Unixdata / Thelisresa reservation engine belonging to a service provider, which, after collecting the data relating to the holder's stay, communicates them through the Thelisresa / Unixdata interface to the Costa do Vizir reservation system, which allows you to make reservations and provide you with the information or clarifications requested.
- "data" - refers to all information provided by the Customer when making the reservation and/or about third parties for whom you are booking.
- "personal data" - refers to any information about an individual, directly or indirectly identified or identifiable, in particular by reference to an identifier such as name, identification number, location data, online username or one or more indications specific to their physical, physiological, genetic, mental, economic, cultural or social identity .
- "e-mail / electronic mail" - any message, in text, voice, sound or image format, sent over a public communication network and stored on a network server or on the recipient's work equipment until it is received by said recipient.
- "website / site" - electronic service operated by Costa do Vizir on the Internet, available at <https://costadovizir.com> and in which the Customer can make reservations at Costa do Vizir.

### **3. OBJECT**

3.1 These terms and conditions define the rights and obligations of the parties within the scope of the reservation of services offered by Costa do Vizir.

3.2 It also covers all stages necessary for booking and post-booking.

3.3 The Customer acknowledges having read and fully and unconditionally accepted these terms and conditions of sale and the conditions of sale of the reserved rate, available on the website, as well as the privacy policy and the general conditions of reservation in this latest version.

### **4. SCOPE**

These terms and conditions apply to all bookings made through the Costa do Vizir website at: <https://costadovizir.com> and other channels.

### **5. DURATION**

5.1 These general terms and conditions of sale apply as long as Costa do Vizir services are available on the website.

5.2 Costa do Vizir has the right, without prior notice, to temporarily or definitively close the website or online booking space.

5.3 Costa do Vizir assumes no responsibility for damages, regardless of their nature, that may result from changes and/or temporary unavailability or even from the definitive or partial closure of the website or associated services, such as the online reservation space.

## **6. GENERAL BOOKING CONDITIONS**

6.1 The Client undertakes, prior to any reservation of services, to enter the mandatory information requested in the online reservation form.

6.2 The reservation will only be effective with the acceptance of Costa do Vizir.

6.3 Reservations made more than 30 days in advance of the date of stay are only considered accepted after receipt of advance payment as a down payment (25%) of the total amount of the reservation, as well as after acceptance of the same by Costa do Vizir .

6.4 In case of non-payment of the down payment to accept the booking at the time it is made or non-payment of the remaining amount of the booked stay, which must be paid up to 30 days before the scheduled date for the start of the stay, assist in these cases to Costa do Vizir the right to cancel the reservation and, as a consequence, the accommodation or camping plot, to be free for commercialization.

6.5 In the accepted reservation provided for in 6.3 , an email is sent by Costa do Vizir to the Customer with the indication of the payment made and the summary of the services reserved by the Customer on the website. The reservation is only considered valid if Costa do Vizir validates and accepts it, making it binding.

6.6 Reservations in general are only considered valid if Costa do Vizir accept and confirm, having the freedom to accept or refuse them.

6.7 The acceptance or refusal of a reservation may, among other reasons, depend on the functionality, operability and actual availability of the accommodation (apartment or bungalow) or the resort itself and, in general, on all circumstances that may affect the stay for the dates to be that the reservation respects.

6.8 Costa do Vizir offers family stays, in the traditional sense, as the accommodation was specially designed for this purpose. Costa do Vizir reserves the right to refuse any reservations contrary to this principle, or that seek to circumvent it.

6.9 Reservations of plots and accommodation, whether (bungalows or apartments), are personal and cannot, under any circumstances, be transferred to third parties, either free of charge or for a fee.

6.10 All reservations made by third parties must be completed in the name of the holder of the stay.

6.11 The Customer is solely responsible for his selection of services and for adapting them to his needs. Costa do Vizir cannot be held responsible in this respect.

6.12 The Customer confirms the veracity and accuracy of the information provided.

## **7. MINORS**

Minors under 18 must be accompanied by parents, teachers or other duly authorized adults. Costa do Vizir may require relevant documentation that identifies adults as parents, teachers or authorized persons.

## **8. PLOTS FOR CAMPING**

The base price includes:

- 8.1 Tent, 2 people, vehicle access, electricity connection, as well as access to sanitary facilities and reception infrastructure;
- 8.2 Caravan, 2 people, vehicle access, electricity connection, as well as access to sanitary facilities and reception infrastructure.
- 8.3 Motorhome, 2 people, electricity connection, as well as access to sanitary facilities and reception infrastructure.

## **9. COMPLEMENTARY ACCOMMODATION**

- 9.1 Complementary accommodation (apartments and bungalows) are fully equipped.
- 9.2 The base price is for 2 people in the case of T1, 4 people in the case of T2 and 5 people in the case of bungalows.
- 9.3 Occupancy by “extra people” can only be carried out in view of the availability and capacity of the accommodation and only in cases where this service has been made available and accepted by Costa do Vizir.
- 9.4 Costa do Vizir has the right to refuse access to groups or families that present with a number of companions greater than the capacity of the contracted accommodation.
- 9.5 The administrative process for reservations in Costa do Vizir, whether for accommodation or for camping plots, does not have any additional cost for Customers.

## **10. GROUP BOOKING**

- 10.1 Any booking of more than 4 accommodations by the same individual or by different individuals, even if they know each other and/or are traveling together for the same reasons, on the same dates of stay, are considered group bookings.
- 10.2 The accommodation proposed on the Costa do Vizir website, whether they are plots for camping or additional accommodation, are intended exclusively for individual Customers.
- 10.3 For all group reservation requests, it is necessary to contact Costa do Vizir, either by telephone, email or through our option - “Contact”.
- 10.4 Costa do Vizir has the right to analyze the reservation request before accepting or rejecting it.

## **11. TOURIST PRICES AND FEES**

- 11.1 The indicated prices are valid for the current calendar year.
- 11.2 The prices indicated are per night, expressed in euros and are valid only for the period indicated on the website.
- 11.3 The indicated prices include VAT applicable on the day of booking.
- 11.4 The value of the tourist tax applied by the administrative authorities is susceptible to variations.

11.5 Any changes or the introduction of new legal or regulatory fees imposed by the competent authorities are automatically reflected on the prices indicated on the billing date.

11.6 Prices for booking services are indicated before and during online booking.

## **12. PAYMENT CONDITIONS**

12.1 For all reservations made in Costa do Vizir, whose stay does not imply the Customer's entry into the plots or accommodation within 30 days following the date of the reservation and for the same to be guaranteed, the Customer will have to pay at the time of booking, (25%) of the total amount of the reserved stay through the means of payment made available to you.

12.2 The remaining amount of the booked stay must be paid up to 30 days before the start date of the stay in Costa do Vizir.

12.3 For reservations made less than 30 days before the start of the stay and for it to be validated and confirmed, the Client must pay the full amount of the stay at the time of booking.

12.4 In the event of non-payment of the amount of the reservation deposit or the remaining amount of the stay in accordance with (12.1) and (12.2) of the payment conditions, Costa do Vizir has the right to immediately cancel the reservation and in consequently the accommodation is free for commercialization.

## **13. CHANGES AND CANCELLATIONS BY CUSTOMER INITIATIVE**

### **▪ Booking changes**

13.1 The Customer may request changes to their stay by means of a written request sent to Costa do Vizir, by email or by telephone contact, (see contacts in these terms and conditions of sale), such request for change of stay being subject to availability and available accommodation capacity.

13.2 Changes in booking dates from one year to the following year will not be accepted, unless the Customer compensates for the foreseeable price increase for the following year.

13.3 If the change cannot be made, the Customer will have to make his stay in the initial conditions of the reservation or cancel it in accordance with the conditions for cancellation of reservations or the insurance for cancellation of reservations.

13.4 Any request to extend the duration of a stay will always be subject to existing availability, as well as the prices in force at the time.

13.5 Any request for a reduction in the length of stay is considered a partial cancellation and will be subject to the terms of cancellation and interruption of stay.

### **▪ Interrupted or shortened stay**

13.6 If the stay is interrupted or shortened by cancellation in acts of God or force majeure, the amounts paid for the reservation will be fully refunded. However, this cancellation does not entitle the Customer to pay damages, interest or any other compensation.

13.7 If the stay is interrupted or shortened due to cancellation and for reasons attributable to the customer, all requests for cancellation must be communicated by letter to the postal address of Costa do Vizir or to the e-mail contact of Costa do Vizir.

13.8 Costa do Vizir does not accept cancellations transmitted by telephone.

13.9 Any full or partial cancellation of the booking period results in the full or partial termination of the booking. In these cases, the accommodation or camping plots are wholly or partially free for sale, in the latter case (partial cancellation) only during the respective period.

13.10 In case of total or partial cancellation of the reservation by the Client, without the latter having subscribed to the cancellation guarantee by the date of arrival at Costa do Vizir, for one of the following reasons: i) closure of borders by administrative decision; ii) closure of Costa do Vizir; iii) limitation of journeys to a number of kilometers by administrative decision, not allowing the Customer to access Costa do Vizir, a voucher will be issued with an amount corresponding to the total amount paid, valid for two years. If the Customer refuses the voucher, the corresponding amount will be refunded at his request.

▪ **Booking annulment/cancellation - consequences:**

13.11 Cancellation on the 16th day before the start of the stay:

a) The amount paid in advance as a down payment (25%) will be retained by Costa do Vizir as cancellation costs, which will not be refunded.

b) Other amounts eventually paid, deducting the amount paid in advance as a down payment (25%), will be refunded to the Customer.

13.12 Cancellation between the 15th and 6th day before the start of the stay - the amount (30%) of the total amount of the stay will be retained by Costa do Vizir as cancellation costs.

13.13 Cancellation between the 5th day and 0 days before the start of the stay - Costa do Vizir retains all amounts paid, which are not subject to any refund.

13.14 If the Customer makes a reservation, but does not show up at Costa do Vizir on the date set for the start of their stay without having informed Costa do Vizir reception, by letter or e-mail, that they will not enter the accommodation or camping plot in the date scheduled for the beginning of your stay, the reservation will be considered cancelled. In this case, Costa do Vizir has the right to withhold all amounts paid by the Customer and, as a result, the accommodation remains free for sale.

13.15 In the event of cancellation of the reservation by the Customer who has subscribed to the cancellation insurance, the amounts paid are covered by the guarantee in accordance with the general conditions for cancellation of reservations. In this case, it is up to the Customer to apply for reimbursement with the insurer.

13.16 If the reason for canceling the booking is not covered by the booking cancellation insurance or if the insurer declines responsibility for the payment, the sums paid by the Client to Costa do Vizir are not subject to any refund.

13.17 If the installed Customer intends to shorten the contracted stay, without a valid and duly proven justification, there will be no refund of any amount.

## **14. ARRIVAL - CHECK-IN - PROCEDURES AND RESPONSIBILITIES**

▪ **Accommodation:**

14.1 On the day of arrival at Costa do Vizir, the Client will be welcomed from 17:00 and upon handing over the keys to his/her accommodation, a deposit of €200 will be requested.

14.2 The Client must take care of his personal effects.

14.3 Costa do Vizir is not responsible for any incident, namely (accidents, damages, theft of objects, etc.), which are the sole responsibility of the Client, companions and any visits.

14.4 The Customer who owns an accommodation will always be responsible for any disturbances or damage caused by companions and any visitors, as well as their equipment.

▪ **Camping plots:**

14.5 Arrivals / check-in of Clients to settle in the camping plots takes place from 8:00 am to 11:00 pm.

14.6 In addition to the responsibilities set out in 14.3 and 14.4, Costa do Vizir also declines any responsibility for damage caused by bad weather or falling trees.

14.7 All materials to be installed in Costa do Vizir must be covered by civil liability insurance, under the conditions of the respective policy.

14.8 The camper insurance must insure the objects that make up the set of camping equipment belonging to the Client/Insured, described in the specific conditions of the policy, during their stay in Costa do Vizir.

## **15. STAY AT COSTA DO VIZIR**

15.1 Under the terms of the regulations in force, the Customer's identification will be requested upon arrival at Costa do Vizir, so that it is possible to verify the Customer's data.

15.2 The Customer, their companions and any visitors must accept the provisions of the Internal Regulation, which is available for consultation at the Costa do Vizir reception.

15.3 If a Customer/companion and/or visitor does not comply with any provision of the Internal Regulation, Costa do Vizir will be obliged to ask the Customer/companion and/or visitor to leave the premises without the Customer being entitled to any compensation and/or reimbursement. of payments made.

15.4 Costa do Vizir has WI-FI access (free of charge) that allows the Client to access the Internet. However, Costa do Vizir informs Customers that the WI-FI network is more effective in certain areas of Costa do Vizir, such as the reception area, the terrace area of the bar next to the pool and the restaurant area.

15.5 The customer is obliged to comply with the security policy of the Internet service provider of Costa do Vizir and the rules for the use of security resources, whose objective is to avoid the illicit use of computer resources and to refrain from acts that may reduce the effectiveness of these same resources.

15.6 In the event of occasional equipment failure or access to which is suspended or prevented for any reason, the Customer is not entitled to any compensation or compensation from Costa do Vizir.

## **16. DEPARTURE - CHECK-OUT - PROCEDURES AND RESPONSIBILITIES**

▪ **Additional accommodation:**

16.1 On the day of departure, indicated in the Client's contract, the accommodation must be vacated of persons and goods by 10:00 am.

16.2 The accommodation must be returned by the Customer in the condition in which it was found and with all its functional equipment. Costa do Vizir will verify that the equipment included in the inventory is in compliance and any and all missing or



damaged equipment, as well as any damaged infrastructure, will be the responsibility of the Customer .

16.3 In case of damage caused by the Client, the deposit given may not be refunded at the end of your stay. The cost of damages will be determined and after deducting the same, the remainder of the deposit will be returned to the Customer.

16.4 If the deposit provided proves to be insufficient to cover the verified damages, Costa do Vizir has the right to demand additional compensation from the Customer to cover all actual damages.

16.5 Costa do Vizir has the right to charge an additional day at the current price, if the Customer checks out after the scheduled time and provided that this has not been previously agreed with Costa do Vizir's reception.

16.6 Without prejudice to the provisions of 16.5, the Customer will also be obliged to bear any compensation that Costa do Vizir has to pay as a result of the impossibility of the next Customer to settle in the respective accommodation.

▪ **Camping plots:**

16.7 The check-outs of Clients installed in the camping plots are carried out until 12:00 on the day scheduled for the Client's departure.

## **17. ADMISSION OF ANIMALS**

17.1 The Vizier Coast is “ *pet friendly* ”, so certain animals are admitted, as long as they are kept on a leash and accompanied by their owners or in the respective transport box.

17.2 Animals of breeds considered dangerous are not admitted.

17.3 For hygiene reasons, animals are not allowed in common areas (in the changing rooms, reception, on the pool terrace, in the swimming pool, in the sports grounds, in the playground, in the catering and market rooms).

17.4 The animals' vaccination documents must be up to date and the owners must carry them with them as they may have to show them to the authorities.

17.5 The reception of animals is subject to a price that will be invoiced in the tariff conditions indicated on the Costa do Vizir website.

17.6 Costa do Vizir does not provide any food or material for the reception of animals during their stay.

## **18. IMAGES**

Costa do Vizir may request the Client's consent to proceed with the use, reproduction and dissemination of the image and/or voice, obtained through photographs, videos and/or voice recordings, captured in activities or other events promoted by Costa do Vizir in the which the Customer intervenes or has participated during their stay, for the purposes best identified in a specific form for this purpose, namely with the purpose of institutional communication, marketing activities and promotion of Costa do Vizir.

## **19. RESPONSIBILITIES - GENERAL INFORMATION**

19.1 The main features of the accommodation are those set out in the online reservation, however, since the photographs were not taken on the day the Customer made the reservation, there may be insubstantial differences between the photograph and reality on the date of enjoyment of the contracted services by the Customer, which do not entitle the Customer to any contractual modification.

19.2 Costa do Vizir cannot be held responsible for non-compliance or inadequate fulfillment of reservations in fortuitous cases or force majeure, unpredictable or unavoidable actions of third parties or the actions of the Customer, namely the unavailability of the Internet network, the impossibility of accessing the website, computer errors or bugs, any system failure, external interference, computer viruses or unauthorized prepayment by the cardholder's bank.

19.3 Any irregular, ineffective, incomplete or fraudulent reservation or payment for reasons attributable to the Customer will result in the cancellation of the order at the Customer's expense, without prejudice to any civil or criminal liability.

19.4 Partners are responsible for the offers displayed on their services, namely for the accuracy and completeness of information, including rates, prices, tariffs, conditions and availability.

19.5 Costa do Vizir acts as an intermediary between the Client and the Partners and in this sense is not responsible for any error, service interruption, inaccurate, misleading or erroneous information or even for lack of information from the Partners.

19.6 The introduction of the necessary bank information, as well as the acceptance of these terms and conditions, of the sales conditions for the reserved rate and of the reservation request (confirmed by Costa do Vizir), constitute an electronic signature between both parties, being considered automatically incorporated into the signed contract, waiving its transcription in writing.

## **20. ACT OF GOD OR FORCE MAJEURE**

20.1 The "act of God" corresponds to the development of natural forces to which the action of man is totally foreign (eg floods, fires, sudden death, etc.), has an underlying idea of unpredictability, the fact cannot be predicted, but would have been preventable if it had been foreseen.

20.2 The "case of force majeure" consists of a third party fact, for which the debtor is not responsible (eg war, prison, theft, orders imposed by the competent authorities, bug, unavailability of computer systems etc.), has underlying the idea of inevitability, will be all natural knowledge or human action that, although predictable or even presumed, cannot be avoided, neither in itself nor in its consequences.

20.3 Such cases, in most cases, prevent the Client or Costa do Vizir from fulfilling all or part of the obligations set out in the contract. Acts of God or force majeure are those usually recognized by the jurisprudence of the Portuguese courts.

20.4 Neither party may be liable to the other in the event of breach of its obligations as a result of acts of God or force majeure. It is expressly agreed that acts of God or force majeure suspend, for both parties, the performance of their reciprocal obligations and that each party must bear the resulting costs.

## **21. PRIVACY AND PROTECTION OF PERSONAL DATA**

21.1 Costa do Vizir processes personal data, for which it is responsible.

21.2 When the Customer accesses the Costa do Vizir website, some information necessary for the correct provision of services may be collected. Costa do Vizir will process the following data category:

- Identification and contact data: name, surname, date of birth, address, nationality, email address, telephone and mobile number, personal identification document number, tax identification number and possibly passport.

- Commercial data for the provision of services and/or supply of products;
- Payment and return details.
- Other data: eventually provided by the Customer, companions, visits in certain specific situations.

21.3 If the information considered essential is not provided, Costa do Vizir may not be able to register the reservation or manage the complaints made by the Customer, which means that the services may not be provided.

21.4 The personal data provided will be processed by Costa do Vizir for the following purposes:

- Management of reservations requested by the Customer;
- Provision of information or clarification requested by the Customer;
- Sending information about reservations, sending confirmation or documentation for the reservation made.

21.5 The legal basis for the processing of personal data provided by the Customer/user for the reservation of camping plots and complementary accommodation, either through the website or through Costa do Vizir services in interaction with the Customer (Costa do Vizir reception, e-mail, etc.), is the execution of the contract between the parties and the legitimate interest of Costa do Vizir in providing services to its Customers.

21.6 The personal data provided for the provision of services and/or supply of products will be stored during the contractual relationship and after its termination, for the maximum period required to comply with applicable legal and regulatory obligations . Thus, personal data relating to billing and administrative management can be kept for a period of 10 years from the date of the act.

21.7 The information processed is intended for Costa do Vizir, partners and service providers.

21.8 The Personal Data collected and used by Costa do Vizir are not made available to third parties established outside the European Union. If, in the future, this transfer takes place, Costa do Vizir undertakes to ensure that the transfer complies with the applicable legal provisions, namely regarding the determination of the adequacy of such country with regard to data protection and the requirements applicable to such transfers , however, personal data will not be transferred to jurisdictions that do not offer guarantees of security and protection. However, personal data may be shared within and outside the European Union when required by law or to respond to legal requirements.

21.9 If the user and/or Client provides data from third parties to Costa do Vizir, he/she must declare that he/she has obtained the consent of these third parties and attach, for this purpose, a declaration where the consent of these third parties is obtained and the purpose for processing the data.

21.10 Costa do Vizir may request the Customer's consent to send satisfaction surveys in order to improve the services, which will preferably be carried out via email.

21.11 Costa do Vizir may request the Client's consent to send commercial communications, information about products and services, promotional offers, news (newsletters and other information).

21.12 Costa do Vizir may request the Client's consent to send invitations and publicize events.

21.13 The Customer has the right to withdraw consent to the processing of personal data by sending a written statement to [info@costadovizir.com](mailto:info@costadovizir.com)

21.14 In addition to the right to provide information, the data subject has the right of access, rectification, erasure, limitation of treatment, as well as the right to portability and opposition to treatment, sending a written statement to [info@costadovizir.com](mailto:info@costadovizir.com)

21.15 You may also submit a complaint to the supervisory authority, which is the National Data Protection Commission (CNPd), using the contacts made available by this entity for this purpose.

21.16 Costa do Vizir's personal data protection policy can be consulted at <https://costadovizir.com/pt/privacy-policy/>

## **22. GUARANTEE OF THE GENERAL TERMS AND CONDITIONS OF SALE**

In the event that any clause of these general terms and conditions of sale is declared void, the remaining general terms and conditions shall maintain their validity in accordance with the agreed Terms. Costa do Vizir undertakes to replace the clause affected by the nullity, adapting it, as far as possible, to the intention initially expressed by the parties.

## **23. DISPUTE RESOLUTION**

23.1 In the event of a dispute relating to these terms and conditions, the Client is informed by Costa do Vizir about the possibility of resorting to a conventional mediation procedure or about any alternative methods of resolving the dispute.

23.2 Complaints relating to non-compliance with the contracted provision of services must be sent by the Client in writing and by registered letter with acknowledgment of receipt to the management of Costa do Vizir, up to 30 days after the end of their stay .

23.3 The Customer must first contact Costa do Vizir to try to resolve the dispute amicably.

## **24. APPLICABLE LAW**

Costa do Vizir's terms and conditions of sale are governed by Portuguese law.

## **25. MODIFICATION OF THE TERMS AND CONDITIONS OF SALE**

25.1 These terms and conditions of sale may be modified and/or added at any time by Costa do Vizir.

25.2 In this case, the new version of the terms and conditions of sale is made available by Costa do Vizir and is automatically applied to all Customers with immediate effect, except for reservations made before the date of publication of the new version of the terms and conditions.

25.3 For these bookings, the previously accepted version of the terms and conditions remains applicable.

Updated: 06/02/2023