

TERMS AND CONDITIONS

These terms and conditions relate to all ProSoccerGlobal Hungary Talent ID Camps and to any other camps operated by ProSoccerGlobal Hungary.

Please note that these cancellation terms only apply for direct bookings through prosocccerglobalhungary.com by phone or by email.

Important Information

Please read Our Terms and Conditions carefully and make sure You understand them before applying to book a place on a camp. In particular, please note the following:

- If You are **not** the parent or guardian of any child on behalf of whom You are making a booking, You must obtain consent to book a camp on their behalf, and acceptance of Our Terms and Conditions from each Participant's parent or guardian (Authorised Adult) before booking. You must obtain the agreement of the relevant parent or guardian to all these Terms & Conditions and specifically to clause 4, which relates to emergency medical treatment and to clause 6 which relates to the limits of our liability.
- Our 'Privacy Policy' sets out the way in which Your personal data is handled.

BOOKING TERMS AND CONDITIONS

INFORMATION ABOUT US

Takács Gábor Gergely self-employed, VAT number: 55862002-1-41 has its address is at 1054 Budapest, Hungary, Garibaldi street 5. In the following referred as '**ProSoccerGlobal Hungary**'. If You need to contact us, please refer to clause 11.2 of these Terms and Condition on how to do so.

Key words

In these Terms and Conditions:

'We', 'Us', 'Our' or "**ProSoccerGlobal Hungary**" " is a reference to ProSoccerGlobal Hungary.

'**Authorised Adult** ' means the parent or legal guardian of a Participant.

'Camp' is any residential or day programme offered by ProSoccerGlobal Hungary

'Participant' means the person for whom a place on a Camp is booked.

'Booking' means the booking You have placed for a Camp with Us through prosocccerglobalhungary.com, by phone or by email.

'Deposit' means any such deposit as We may specify or require per Participant for any Camp.

'Website' means prosocccerglobalhungary.com.

'Voucher' means a credit note for the full amount You have paid to Us which is redeemable against any Camp in the same or following year for the Participant or any family member or friend.

'You' **'Your'** means the person booking or arranging for the booking and includes parents and guardians

1. Making a booking and pricing

1.1 After You book a place on a Camp, We will send You an "Order Confirmation Email" confirming that We have processed Your application and deposit payment. All applications are subject to acceptance by Us in line with these Terms and Conditions. Your offer is accepted by Us and a binding agreement is created between Us and You if You have not heard otherwise within 7 days of receiving Your "Order Confirmation Email".

1.2 It is important that You check the details in Your "Order Confirmation Email" when You receive it. If You have any questions or any of the information is inaccurate please contact Us immediately.

1.3 The Website sets out further details of the specific requirements for each Camp, which You agree that You have read and understood as part of the Booking process.

1.4 Each booking on a Camp must be accompanied by payment of the appropriate Camp fee of full payment in 10 days from booking. If the payment doesn't happen in 10 days, your booking will be deleted and you need to start the booking process again in order to book your place in our Camp.

1.5 Participant will not be allowed to attend a Camp unless all charges for that Camp have been paid before the Camp starts and We reserve the right to cancel any bookings held on Your behalf after any payment is overdue.

1.6 Payment is due when You book a place on a Camp. We shall only send You an "Order Confirmation Email" once We have received Your completed application and full payment.

1.8 By booking a place on a Camp You confirm that:

- 1.7.1** You are legally capable of entering into binding contracts;
- 1.7.2** You are at least 18 years old;
- 1.7.3** You are booking a Camp as an Authorised Adult for an individual Participant.
- 1.7.4** You are not booking places on Camps which You intend to resell
- 1.7.5** You have read and accepted the Terms and Conditions defined here;
- 1.7.6** the price of Camps and any additional fees We may charge will be as stated on the Website from time to time, unless there is an obvious error. These prices and additional fees may change at any time.
- 1.7.7** You are responsible for arranging and paying for the Participant's travel to and from the Camp venue.
- 1.7.8** You understand that prices include any applicable Value Added Tax (" VAT"). If the rate of VAT changes before You make any payment due to Us We may adjust the price You pay.

2. Cancellation and refunds

2.1 How to cancel a Booking

To cancel a Booking, You must inform Us by email to prosoccerglobalhungary@gmail.com Proof of email dispatch is not proof of receipt. If You do not receive a response within 3 days, You should contact Us by telephone.

2.2 Our refunds policy

Day Camp Bookings:

2.2.1 If You cancel Your Booking more than 14 days prior to the Camp start date We will refund You the full amount that You have paid for the camp, less a £40 administration fee.

2.2.2 If You cancel Your Booking 14 days or less from the Camp start date You will not be eligible for any refund.

2.3 Cancellation on medical grounds

2.3.1 If the Participant is unable to attend because he or she is ill or injured, We will offer You a Voucher for all fees paid, provided that You notify Us of the illness or injury at least 24 hours before the Camp starts. We will require a letter from the Participant's doctor as proof of the illness or injury before issuing the Voucher. This voucher will be valid for any comparable Booking made on any of Our Camps in the same or following year (subject to availability). The Voucher is transferrable to any

family member and may be used on any Camp that We offer. Please note that the voucher has no monetary value and cannot be exchanged for cash.

2.3.2 Participants who leave early during their Camp due to illness or injury will receive a pro-rated voucher with a value that is pro-rated to the unused proportion of the Camp. This can be used as a credit against any Booking on any of Our Camps in the same or following year. The voucher is transferrable to any family member and may be used on any Camp that We offer.

2.4 Other terms relating to cancellation

Cancellation by Us (Force Majeure)

2.4.1 Due to circumstances beyond Our control including insufficient participation, natural disasters such as floods, warfare, security concerns or disease outbreak, We may cancel, move or postpone a Camp. If We postpone or cancel a Camp for any reason We will provide You with a Voucher for a place for the Participant at a comparable Camp at one of Our locations in the same or the following year (but You will not be entitled to a cash refund). If we move a Camp from the advertised location to another location and providing that in Our reasonable opinion the Camp in the new location will be of comparable quality to the Camp in the advertised location, then if You wish to cancel Your Booking Clause 2.2 of Our Refunds Policy will apply.

Cancellation by Us (Covid-19)

2.4.2 We shall be entitled to cancel a Camp at any time up to the start of the Camp if, in Our reasonable opinion the operation of the Camp is impossible, illegal or materially difficult or if the operation of the Camp is likely to be uneconomic due to circumstances arising from the Covid-19 pandemic. We may exercise the right to cancel if circumstances arise or are reasonably likely to arise such as a further wave of cases, a further or continuing periods of lockdown or new or continuing Governmental restrictions which, in Our reasonable opinion are likely to a) prevent or restrict travel to the camps by a significant number of participants; or b) make the operation of the Camp impossible, illegal or materially difficult; or c) render the operation of the Camp uneconomic. If We postpone or cancel a Camp for reasons defined in this clause 2.4.2 then We will provide You with a full refund of all fees paid, less a £10 administration fee, provided that Your booking was not made with a Voucher from a previous year.

2.4.3 If We move a Camp from the advertised location to another location and providing that in Our reasonable opinion the Camp in the new location will be of comparable quality to the Camp in the advertised location, then if You wish to cancel Your Booking Clause 2.2 of Our Refunds Policy will apply.

2.4.4 In all cases where You are eligible to receive a refund or a voucher, We will process the refund or issue the voucher within 60 days of notice of cancellation. Refunds will be provided using the same method You used to pay.

2.4.5 Please note that if we have issued a Voucher to you and you have re-booked with the Voucher and the Camp for which you have re-booked is cancelled for

reasons outside of our control then the Voucher will be carried forward to a new Camp in the same or the following year.

3. Fitness and risk of injury

3.1 You must ensure that the Participant is physically fit and able to participate in the sporting activities. If You need any further information on the physical fitness required of Participants or have any doubt that a Participant is sufficiently physically fit to attend a Camp please contact Us before Booking a place on a Camp. We will not issue a refund because a Participant is not sufficiently physically fit to participate in any part of a Camp.

3.2 Please be aware that the physical nature of the Camp means that there will always be a risk of accidents and injuries occurring. It is Your responsibility to ensure that the Participant is in good health and does not have any medical conditions that may give rise to a risk of injury or physical harm. By making a Booking You consent to the risk of the Participant sustaining reasonably foreseeable injuries arising out of participation in Camp activities.

3.3 It is Your responsibility to tell Us if the Participant suffers from any physical or mental conditions which may give rise to any special needs or affect their ability to participate in the Camp. Providing this information will enable Us to make any reasonable adjustments that may be required to reflect the Participant's physical or mental needs during the Camp.

3.4 We may require additional information depending on the medical information supplied to Us prior to the Camp.

3.5 If a Participant arrives at a Camp with a medical condition which has not been disclosed or fully disclosed to us, or such condition presents itself during the course of the Camp or the Participant's medical history has not been sufficiently disclosed to Us to the extent that We are able to make an informed judgement on the fitness of the Participant to take part in the Camp, then We may decline to accept the Participant on the Camp or require the Participant to leave the Camp, as the case may be.

4. Medical Care

4.1 In the event that the Participant needs medical attention during any Camp then You agree to Us arranging for any appropriate and necessary emergency treatment. We will endeavour to contact the Emergency Contact named on the Booking Form or Player Welfare Form to obtain their consent to any decision regarding the arrangement of such treatment. However, You agree that in emergency situations We may not be able to contact that person, and may proceed to arrange and consent to such treatment without doing so. In arranging or sanctioning any treatment We will take the advice of suitably qualified doctors, clinicians and medically trained staff and You agree that We and they are entitled to assume that the medical information You have supplied is complete, accurate and up to date.

4.2 Please note that if a child is injured or becomes unwell We may, in some cases, reasonably determine that no medical treatment is required, or that only general first aid is required. In each case You acknowledge that We are entitled to exercise Our reasonable discretion regarding the need for further medical treatment. Provided that We have acted reasonably in all the circumstances (having due regard to the symptoms presented by the Participant while in Our care) You agree that You will not hold Us liable for any decision not to administer or authorise further medical treatment for the Participant. For more information on Our liability, please see clause 6 below.

5. Insurance

5.1 It is Your responsibility to ensure that the Participant has adequate travel and medical insurance to cover the costs of any medical treatment that may be required. Your insurance should also cover any additional costs associated with accommodation, travel, transport and/or repatriation to the Participant's home country. The Participant must bring the relevant medical insurance policy documents with them to the camp and provide these to Camp staff at registration.

6. Liability

6.1 We are responsible to You for foreseeable loss and damage caused by us. If We fail to comply with these Terms and Conditions, We are only responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.

6.2 We are not liable for:

6.2.1 any losses caused by any breach of Our agreement by any person other than us; and

6.2.2 any business losses.

6.3 Nothing in this clause excludes or limits in any way Our liability to You where it would be unlawful to do so. This includes: liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of Your legal rights in relation to the Camp.

6.4 Please note that any travel or participation carries a risk of illness or infection. As such there is a risk that the Participant will contract Covid-19 (Coronavirus) or another disease as a result of a pandemic, epidemic or ongoing transmission of easily transmissible diseases. It is agreed that providing that We have taken adequate precautions in line with the current advise from Hungarian Government and have not otherwise been negligent we will not be liable in the event of infection.

6.5 Where an Authorised Adult collects the Participant from the camp, that Authorised Adult is responsible for ensuring that the Participant has in their possession any valuables, flight tickets, passport, money or other items that might have been kept by Us during the duration of the Camp.

6.6 We do not accept any responsibility for belongings left with Us including passports, tickets, cash and valuables

6.7 We do not accept responsibility for any items belonging to the Participant which he or she has left at the Camp.

6.8 While We will endeavour to remind all Participants to pack all their belongings and collect their valuables from the Camp administrator, We take no responsibility for a Participant losing or forgetting their passport, flight tickets or any other items. Any additional costs incurred by Us on behalf of the Participant including replacement passport, air tickets or other documentation will be charged to you.

6.9 Where We have reasonable grounds and/or clinical evidence to indicate that the Participant may be suffering from an Infectious Disease We may require an Authorised Adult to remove the Participant from the Camp.

7. Removal of Participants from Camps

7.1 Participants on Camps must adhere to all of the rules and regulations of the Camp as specified by Us from time to time including the Camp Code of Conduct ("Camp Policies") which will be supplied to all Participants at the start of the Camp. The Camp Policies apply at any location where Camps are held, and include all oral or written instructions given by the Camp staff at any location where Camps are held. By making a Booking You accept and agree that the Camp Policies form part of the agreement between us.

7.2 We treat as a priority the safety and well-being of all Participants attending Our Camps. We therefore reserve the right to remove from Our Camps, without refund, any Participant who does not comply with the Camp Policies. We also reserve the right to remove from Our Camps, without refund, any Participant who We consider to be generally disruptive or is behaving in a way that may be a danger to or upsetting for others.

7.3 We reserve the right to ask any Participant to leave the camp who is, in Our opinion, not physically or mentally capable of participating safely in the Camp.

7.4 If a Participant is removed from a Camp it is Your responsibility to organise and pay for any travel, accommodation or other expenses incurred.

8. Complaints

8.1 It is Our aim to provide the best Camp experience possible. However, if You are not satisfied with something please inform Our Camp staff using the contact numbers provided or call Our office and We will do everything possible to resolve the issue.

8.2 When the Participant returns home, if You feel that You need to make a formal complaint, please send a letter or email Us within 28 days of the end date of the Camp using the contact details set out in clause 11.2.

9. Intellectual Property

9.1 The Website together with the form and content of Our marketing materials and including any training documents, scripts and other materials and any intellectual property rights comprised in any of Our services which belong to Us or Our licensors (“Materials”) is protected by copyright and other intellectual property rights and all such rights are reserved.

9.2 The Materials may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without Our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Materials by any means whatsoever, including by using automated computer programs (including spider or other web crawler programs), without Our express written consent.

9.3 All intellectual property and other rights comprised in the form and content of Our Camps belongs to ProSoccerGlobal Hungary and no materials or content in relation to any Camp may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose.

10. Data Protection

10.1 We agree to comply with Our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these Terms and Conditions means the Data Protection Act 2018 and the GDPR (EU General Data Protection Regulation 2016/679) and any successor legislation (“Data Protection Legislation”).

10.2 For further details on how We comply with the Data Protection Legislation please refer to Our Privacy Policy.

11. General

11.1 Certain laws require that some information We give You should be in writing. You accept that most communication with Us will be electronic (occasionally We may write to You by letter). We will contact You by email or provide You with information by posting notices on the Website. You agree to this electronic means of communication and acknowledge that contracts, notices, information and other communications We provide electronically comply with legal requirements that such communications be in writing. For more information on notices, please refer to clause 11.2.

11.2 All notices You give Us must be given to Us by email addressed to prosoccerglobalhungary@gmail.com, or at www.prosoccerglobalhungary.com/en_GB/contact/

11.3 It is important that You keep the contact details that We hold for You up to date. We may give notice to You via the Website, or by letter or email at the addresses You provide to Us when Booking a place on a Camp. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and was delivered to the recipient.

11.4 The parties agree with the other not to divulge or allow to be divulged any confidential information relating to the other's business or affairs or the business or affairs of ProSoccerGlobal Hungary other than to its employees, associates or contractors (if any) who are subject to appropriate non-disclosure undertakings (if required), or where the other party has consented to such disclosure or where required by law to make such disclosure. This clause does not apply to information which is:

11.4.1 trivial or obvious;

11.4.2 already in a party's possession other than as a result of a breach of this clause; or

11.4.3 in the public domain other than as a result of a breach of the applicable confidentiality undertaking.

11.5 The contract between You and Us is binding on You and Us and on the respective successors and assignees of You and us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of Your rights or obligations arising under it, without Our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of Our rights or obligations arising under it, at any time during its term, provided that the person to whom We transfer, assign, charge, sub-contract or otherwise dispose of this contract or any of Our rights or obligations arising under it agrees to comply with all of these Terms and Conditions for Your benefit.

11.6 If We fail to insist upon strict performance of any of Your obligations, or if We fail to exercise any of the rights or remedies to which We are entitled, this will not be a waiver of such rights or remedies and will not relieve You from compliance with such obligations. A waiver by Us of any breach by You will not constitute a waiver of any subsequent breach. No waiver by Us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

11.7 The parties agree that these Terms and Conditions are fair and reasonable in all the circumstances. However, if any provision of these Terms and Conditions is held

not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these Terms and Conditions are held not to be valid the remaining provisions of these Terms and Conditions shall remain in full force and effect.

11.8 We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this contract. While We accept responsibility for statements and representations made by Our duly authorised agents, please make sure You ask for any variations from these Terms and Conditions to be confirmed in writing.

11.9 These Terms and Conditions and Your Booking shall be governed by and interpreted in accordance with the law of Hungary and shall be subject to the exclusive jurisdiction of the Court of Hungary.