

SPORTS CENTER

TERMS AND CONDITION OF USE MANUAL

FEELVIANA

HOTEL ★ ★ ★ ★

SPORTS CENTER

We offer a variety of choices that are ideal for both experienced athletes and beginners of any of the available activities and will have the support of a specialised training team, with specific training in their areas, as well as access to the most suitable equipment, that is adjusted to the activity. Our users are requested to follow our regulations, in order to ensure the space runs smoothly, with harmony and safety.

Opening Hours

Winter

Sunday to Thursday: 09h30 to 19h30

Friday and Saturday: 09h30 to 22h00

Summer

Sunday to Thursday: 09h00 to 20h00

Friday and Saturday: 09h00 to 22h00

ACTIVITIES

— Services must be booked at least 24 hours in advance.

Bookings with less than a 24 hour-notice shall be subject to the availability of the instructor and equipment.

— On the day of the activity customers must arrive at least 15 minutes in advance, so as to not delay the start of the activity or hire. Any delays will incur on the proportional reduction of the activity's time, which will end at the estimated time, in order to not affect the start of the following activity, and will imply the full payment of that activity.

— All activities and respective specificities are available for consultation at the FeelViana Sports Center's premises and respective website. Information on activities can be provided via other channels, when requesting information or contracting those activities.

— Considering that many activities are highly dependent on the weather conditions, their route may have to be changed. Information provided regarding the duration and type of activity is always based on estimates and in ideal circumstances; therefore customers are not entitled to any rights regarding changes to the activities or routes when asking for information or contracting those activities.

— FeelViana Sports Center reserves the right to cancel activities, with no compensation. In those cases, the customer may choose a direct exchange for another activity that is taking place, and the necessary adjustments to equipment and remaining agreement conditions shall be made. FeelViana Sports Center shall refund the customer of the value already paid, after the deduction of expenses on administrative processes for the respective activity when: there are not enough participants for each activity (whenever applicable); the weather, water, safety or other conditions make it impracticable;

— The right to perform an activity shall cease when:

a) the customer does not turn up at the time and place mentioned in the reservation or that have been notified for the activity;

b) external customers to the Hotel do not show a proof of reservation (a voucher or a reservation form);

c) the customer has not cancelled with at least a 24-hour notice. For cancellations 24 hours in advance, no charges will be made; cancellations until 12 hours in advance will incur on a 50% charge of the activity's cost; and cancellations with less than 12 hours will incur on the full payment of the activity.

— All missing and particular issues regarding the activity's cancellation will be analysed by the technical person in charge and a binding opinion will be given within 24 hours.

— Customers must comply with the activity's specific rules and with the instructions given by the guide/supervisor/instructor and other staff members of FeelViana Sports Center before, during and after the activity.

— When taking part in an activity, customers accept any risks incurred by the activity and FeelViana Sports Center shall not be liable for those risks.

— FeelViana Sports Center shall not accept liability for any damage or loss of personal equipment (items of clothing, cameras, etc.) during the activities.

— FeelViana Sports Center shall not be liable for accidents resulting from the participants' carelessness or disrespect of indications offered by the guides/supervisors/instructors. In these cases, customers will be liable for any moral and property damage directly or indirectly caused by their actions.

— FeelViana Sports Center shall not be liable by actions that do not depend of its will or control, as well as of its members of staff.

ACTIVITIES' CONDITIONS

Most of our activities are dependent on favourable technical and weather conditions. In case of activity cancellation, the customer will have the possibility to make another reservation, or change the activity - it will be up to the customer, according to expectations and availability, to indicate how that exchange will be made. However, any change will always be subject to the weather conditions on the respective day and to available material conditions.

Should the customer incur on expenses or liabilities from cancellations on the activity's day, due to adverse weather conditions or to other unforeseen circumstances beyond FeelViana Sports Center's control, FeelViana Sports Center shall not be liable for those.

CANCELLATIONS

Cancellations or modifications to your booking must be done at least 24 hours in advance. Cancellations notified with less than 24 hours in advance will incur on losing the new booking. If cancelled 24 hours in advance, no charges will be made; cancellations until 12 hours in advance will incur on a 50% charge of the activity's cost; and cancellations with less than 12 hours will incur on the full payment of the activity.

If you do not turn up on the scheduled date and place for your activity and have not cancelled your booking according to the abovementioned conditions, you will lose the right to perform the activity.

The activity shall only be cancelled/changed once. A second cancellation will incur on losing the activity. In case of cancellation due to reasons beyond the customers control, the activity will be rescheduled according to these regulations' terms and conditions.

Should you detect or witness any problem on the day of the activity or if you have a complaint, please contact FeelViana Sports Center directly as soon as possible, so that we can quickly compensate you and adjust the way in which we provide our services.

EFFECTIVE DATE

These terms and conditions may be revoked or amended, with no prior notification, by contacts, obligations or agreements, meanwhile undertaken, in addition and in writing. FeelViana Sports Center reserves the right to amend rules, prices and rules and regulations with no prior notice and shall notify any amendment via the available support means.

IMAGE RIGHTS

Photographs or video footage may be made during the activity. Therefore, unless otherwise specified before the activity takes place, the activity's participant assigns all rights and grants authorisation to FeelViana Sports Center to use the photos and videos recorded during the activities (and before and after those activities) on its website, to send the audiovisual material to customers and use it in FeelViana Sports Center's marketing and publicity actions, with all rights reserved.

INSURANCE

— Risks related to the leisure activities are covered by a personal insurance policy and civil liability, which coverage is provided by the current law.

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| PRIVACY | FeelViana Sports Center ensures, by all possible means, the confidentiality of all information provided by its customers, provided by Law 67/98 - Personal Data Protection Law. |
| OMISSIONS | In respect to cases omitted in these regulations, the parties shall refer to the current law. |
| OTHER | Payments, hires and respective deposits may be paid with most credit cards — Visa, Mastercard, American Express — and cash. If you are staying at the Hotel, you may ask to have the service billed to your room. |
| RESERVATIONS | <p>— When you make a reservation for an activity, you confirm that you accept these terms and conditions.</p> <p>— The activities' particular conditions shall override the present general terms and conditions.</p> <p>— The booking of activities or product hire must be done in as much advance as possible. To make a reservation, please contact our services via the available channels at the Hotel, in person at the Sports Center, by calling 258330330 or at our website: www.hotelfeelviana.com. You may consider your booking confirmed only after having received confirmation by our services via telephone, SMS or e-mail.</p> <p>— On the day of the activity external customers to the Hotel must bring a proof of payment (a voucher or other), as proof of reservation and show it to the person in charge of the activity.</p> <p>— All customers must sign the term of responsibility prior to starting the activity or equipment hire.</p> |
| RESTRICTIONS | <p>FeelViana Sports Center offers the possibility to adapt some of the activities to people with physical and/or functional disabilities. Should you have any question on the required capabilities to take part in the activities, please contact FeelViana Sports Center to ensure that a restriction or physical and/or functional limitation is not restrictive to taking part in the activities.</p> <p>Should the customer have restrictions to carry out the activities, please notify us before purchasing/booking, so that we can make all the necessary arrangements to meet the customer's needs and adjust the activity. It is the customer's responsibility to ensure that you are in good health conditions (physical, mental, etc.) to take part in the contracted activities. It is also forbidden to:</p> <p>— Smoke inside the premises;</p> |

- People under the influence of alcohol or drugs;
- Use, change or interfere with any equipment or accessories without the previous approval by the person in charge at FeelViana Sports Center;
- Bring food or any dangerous or harmful substance;
- Bring animals except guide dogs;
- Sell or provide any goods and services to others, by persons or entities, in the entire area that is property of FeelViana Hotelaria Lda.;
- Use violent gestures and/or actions, as well as to show a lack of consideration and respect towards other users or members of staff, at any time.

**SCOPE / INTERNAL
RULES AND
REGULATIONS**

General terms and conditions for the sale of services/activities between FeelViana - Hotelaria Lda. (hereinafter referred to as FeelViana Sports Center) and the customer.

FeelViana Sports Center, via its promotion means and partners, presents and offers a choice of activities for tourism and leisure activities to be enjoyed by the direct or indirect purchaser. Those activities are organised, conducted and produced by FeelViana Sports Center and/or competent and qualified suppliers, under agreements signed between each supplier and FeelViana Sports Center.

Once the activity or product has been selected (directly at the premises, via a partner, a participating store, a webpage or by other means), after the service's payment FeelViana Sports Center will issue a proof of purchase (e-mail, voucher or another means of proof) which will give you access to the activity, hire or product.

**REGULATIONS FOR
EQUIPMENT HIRE**

BOOKING CONDITIONS

Upon hire, the customer and FeelViana Sports Center sign two copies of the agreement, which includes the customer's details, type of equipment hired, state of preservation, period of hire and a statement of responsibility.

For minors, the legal person in charge or representative shall be considered responsible and an ID document will be needed at all times.

All equipment is hired with basic safety equipment and ready to be used. The customer must use the equipment with caution and responsibly, so as to keep it in a good condition, proper function and safety, and take care of his/her own physical well-being. Every piece of equipment must be used for its

purposeonly, which is described in the technical specifications andtransport rules. FeelViana Sports Center reserves the right to refuse tohire equipment to anyone who does not providevalid documentation, who is visibly under the influence of alcoholor another substance, who cannot ensure to use the equipmentin a cautious and careful manner or has previously adopted attitudes that are against the terms and conditions of hire.

DEPOSIT TABLE

In case of partial damage to the following equipment, the customer will liable to fully pay the repairing expenses, with a 20% reduction (VAT included) on the parts required for the equipment's repair.

In case of substantial damage that may cause the total loss of the equipment, the customer will be liable for payingits value, which is calculated based on its retail price, with a 20% reduction (VAT included);

EQUIPMENT HIRE PRICES

The equipment hiring prices are available and displayed at FeelViana Sports Center and shall be applied on the starting date of each hire. Exceptions shall be made to FeelViana Hotel guests, as long as the payment is billed to the guest's room and the ceiling is sufficient to cover the above mentioned deposit.

EQUIPMENT SUBJECT TO MECHANICAL INTERVENTION

In case of any type of malfunction requiring mechanical intervention in the equipment hired, the customer must notify Feel Viana Sports Center immediately and return the equipment to its premises. If the malfunction is not the customer's responsibility, other similar equipment will be given for the contracted period, at no additional cost.

GENERAL PROVISIONS

The equipment for hire is the property of FeelVianaSports Center and is exclusively intended for regular use, with no exception.

OMISSIONS

In respect to cases omitted in these regulations, the parties shall refer to the current law.

OTHER

Payments and respective deposits on hiring may be paid with most credit cards — Visa, Mastercard, American Express — and cash. If you are staying at the Hotel, you may ask to have the servicebilled to your room. This regulations and general provisions here with do not exempt you from reading and accepting the terms and conditions provided in the hire agreement.

RETURNING EQUIPMENT

The customer must return the hired equipment andall accessories directly to the place where it has been collected, no later than the final date and time specified in the agreement,

under penalty of paying the equivalent time of delay. If you return the equipment before the expiry date and time of the hire, no reimbursements will be made. Failure to return the hired equipment will incur a criminal complaint for theft against the liable person in the agreement signed between the parties and the deposit left at the time of hire shall be retained. If the equipment is stolen from the customer, the customer shall seek the authorities and submit a criminal complaint and the customer will be liable for paying the value of the equipment.

The customer must return the hired equipment and all accessories directly to the place where it has been collected, no later than the final date and time specified in the agreement, under penalty of paying the equivalent time of delay. If you return the equipment before the expiry date and time of the hire, no reimbursements will be made. Failure to return the hired equipment will incur a criminal complaint for theft against the liable person in the agreement signed between the parties and the deposit left at the time of hire shall be retained. If the equipment is stolen from the customer, the customer shall seek the authorities and submit a criminal complaint and the customer will be liable for paying the value of the equipment.

The customer shall be liable for any damage caused to the material hired and must compensate FeelViana Sports Center of the amount calculated for its total recovery, and an extra 20,00€ per day, due to the equipment's unavailability in case of reservation of that equipment for the subsequent days (while the equipment is unavailable). The hire of equipment to the customer does not include any insurance for civil responsibility or personal accidents by FeelViana Sports Center and this shall always be the customer's responsibility.

SCOPE

The purpose of these regulations is to define the conditions and civil liability of temporary agreements signed between Customers and FeelViana - Hotelaria Lda. (hereinafter referred to as FeelViana Sports Center), which have an established period of time regarding the hire and use designated sports equipment.