



PRESTIGE PADEL

**\*\* Working on French version\*\***

The padel courts are a private property of the Prestige Padel private club. Any use of these lands must be authorized by Prestige Padel and subject to the regulations in force.

## **General Terms and Conditions**

By using our website and/or mobile app, you fully accept these terms and conditions. If you disagree with these terms and conditions or any part of thereof, you must not use our website. If you register for any service on our website, you irrevocably accept our terms and conditions. You must be at least 18 years old to use our website. By using it, and agreeing to the terms and conditions, you warrant that you are at least 18 years of age.

## **User Account**

To become a user, and have access to some website/mobile app features that allow you to book courts, manage your bookings, edit your perfil and make payments, you must create an account). A user may only register on the Prestige Padel Platform in its own name and must be at least 18 years of age. Prestige Padel reserves the right to reject an account registration by user without the need to state reasons for rejection. This applies particularly in cases where a user does not meet the aforementioned minimum age requirement. User data that has been transmitted will in that case be deleted immediately. Prestige Padel is also entitled to block a user account at any time. Users have no legal right to a user account.

Access, browsing and use of this website/mobile app confers the condition of user, for which, as soon as browsing on the website/mobile app begins, all the Conditions set out herein are accepted, as are their subsequent modifications, notwithstanding the application of the corresponding mandatory legal regulations, where applicable. The user is responsible for the correct use of this website. This responsibility extends to:

- A. Using this website only to check information, make bookings, manage bookings and make payments;
- B. Using this website exclusively through the interfaces provided for this purpose;
- C. Never making false or fraudulent purchases. If a purchase of this nature is deemed to have been made, it may be cancelled and the relevant authorities informed;
- D. Providing true and legal contact details, e.g. email address, mobile phone no. and/or other information.

## **Registering the Account**

Registration is made on an online form, in which the User fills in the requested data (specifically: first and last name, date of birth, gender, email, mobile phone number and create a password).

## **Bookings policy**

Players may book up to 7 days in advance for bookings and activities. Failure to comply will result in a cancellation fee equal to the court Fee or activity fee. For court bookings, the person who booked the court will be charged the full fee.

When booking a court, the user accepts the prices advertised or registered in the system. After making the reservation, the user will receive a confirmation on the screen or other method used by the system.

## **Cancellation policy**

As a user, you can cancel your booking online in Bookings or Activities. Cancellations are only valid if processed online through your Prestige Padel account. Always check the club's cancellation policy before cancelling a booking. Prestige Padel apply cancellation fees when bookings are cancelled after the allowed advance notice period. The club is allowed to cancel its booking backoffice. In case you make a booking with online payment in advance, the cancellation may be subject to a refund if the cancellation was made within the 24h advance period allowed by the club. Always check the cancellation policy before cancelling a booking.



## **Prices**

The prices indicated on the Prestige Padel Platform for the services provided are final prices and specifically include the goods and services tax and Quebec tax.

## **Payments**

Users can only pay for the services provided by Prestige Padel via the Prestige Padel platform through the available online methods. The online payment processing services offered by Prestige Padel are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (together with the Stripe Services Agreement).

## **Refunds**

The refunds will be made to a virtual wallet in the Prestige Padel app. This wallet can be used as a online payment method for bookings. When the user cancels a prepaid booking, they may or may not receive a refund (full or partial) on their refund card, depending on whether the cancellation was made within or outside the advance payment periods allowed by the club. Always check the cancellation policy before cancelling a booking.

## **Access to the courts**

- A. Access to the courts is reserved for players, only by reservation and during opening hours.
- B. Court reservations and payments are made through the Prestige Padel app.
  - a. Any reservation that cannot be used must be canceled at least 24 hours in advance, otherwise the court fees will be charged.
  - b. A paid reservation cannot be refunded due to unforeseen circumstances (e.g. rain, heat, etc.)
  - c. Players have the possibility to book up to 7 days in advance on the Prestige Padel app.
- C. During bad weather, the field will be closed by the authorized persons, the only judges concerning the decision to reopen.
- D. Any abuse will be recorded and may be subject to sanctions.

## **Dress code**

- A. Correct clothing is required on the padel courts.
  - a. It is forbidden to be shirtless on the grounds and on the terrace of the Carrefour Multisport clubhouse.
  - b. A sports ethic is essential within the club and players must respect the rules of decorum, respect, good conduct and use Prestige Padel courts and equipment adequately without endangering others or damaging the courts.

## **Grounds maintenance**

- A. The caretaker may prohibit access to the courts if their use risks damaging the surfaces or endangering the player.
- B. Players must take care to keep the courts clean and free of litter or empty bottles. Bins are provided for this purpose.
- C. The common areas of Carrefour Multisport (access, clubhouse, etc.) must be kept perfectly clean.

## **Tennis training and lessons**

Only teachers and instructors approved by Prestige Padel are authorized to practice within the club.

## **Special events**

The Prestige Padel reserves the priority right to use one or more courts for championships, tournaments or team training. The dates will then be clearly announced to members in advance.



## **Discipline**

- A. The practice of padel must be done with respect for other players on adjacent courts.
- B. Any passage between the grounds must be done along the length of the perimeter of the courts.
  - a. Smoking is prohibited on the grounds.
- C. Any activity other than padel is prohibited on padel courts, except activity organized in agreement with the club. The presence of animals is prohibited on the grounds.
- D. Any breach of these rules may result in a warning, temporary or permanent exclusion of the offender.
- E. Young children (under 6 years old) cannot be left unsupervised on the grounds or within the club premises.
- F. Any misuse of facilities or equipment failure will be charged to the user(s).

## **Loss, Theft**

The club declines all responsibility in the event of loss or theft on the grounds.

## **Regulations**

Membership of Prestige Padel is a revocable privilege and entails acceptance of all the clauses of these regulations. Prestige Padel regulations always apply. Prestige Padel reserves the right to modify these rules at any time and without notice if necessary.

## **WAIVER**

### **Disclaimer**

This is a binding legal agreement. As a Participant in the sport of padel and the bookings, programs, activities and events of Prestige Padel, I acknowledge and agree to the following terms:

While participating, I agree to be bound by the Prestige Padel Code of Conduct, the tournament conditions of entry, and I agree to conform to all rules and regulations. I understand that my failure to adhere to the Code of Conduct, tournament conditions of entry or other rules or regulations may result in disciplinary sanctions being imposed upon me.

Prestige Padel, owners/operators of the facility where the bookings or events are being held, sponsors and each of their respective directors, officers, committee members, members, employees, volunteers, officials, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by me during, or as a result of, the sport of padel and any program, activity or event of the Organization, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Participating in Prestige Padel competitions means that the athlete may be filmed or photographed by Prestige Padel or its representatives during competition or events incidental to competition. Agreeing to participate in Prestige Padel tournaments means that these videos or images of the athlete may be used and published by Prestige Padel for its own purposes (including but not limited to: pictures on the Prestige Padel website, pictures in Prestige Padel, videos in rules clinics and workshops, and videos on the Prestige Padel website and/or YouTube channel) with the consent of the athlete and/or the consent of athlete's parent or legal guardian (if the athlete is younger than 18 years old) and without payment to the athlete. Pictures and/or videos created in this manner remain the property of Prestige Padel. The athlete and/or the athlete's parent or legal guardian (if the athlete is younger than 18 years old) may revoke this consent at any time.

## **Description of Risks**

I am participating voluntarily in the sport of padel and the activities, events and programs of the Organization. In consideration of my participation in the sport of padel and the programs, activities and events of the Organization, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or



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related to the sport of padel and any such programs, activities and events of the Organization including injuries which can be severe and even fatal.

The risks, dangers and hazards include, but are not limited to, injuries from:

- A. Exerting and stretching various muscle groups and strenuous cardiovascular workouts;
- B. Vigorous physical exertion, rapid movements and quick turns and stops;
- C. Falling to the floor, colliding with the wall(s) or other players;
- D. Being hit by racquets or balls;
- E. Failing to play within one's abilities and within designated areas;
- F. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- G. Spinal cord injuries which may render me permanently paralyzed; or
- H. Travel to and from competitive events and associated non-competitive events which are an integral part of the Organization's activities.

Furthermore, I am aware:

- A. That injuries sustained can be severe;
- B. That I may experience anxiety while challenging myself during the activities, events and programs;
- C. That my risk of injury is reduced if I follow all rules established for participation; and
- D. That my risk of injury increases as I become fatigued.

### **Release of Liability**

In consideration of the Organization allowing me to participate, I agree:

- A. That my physical condition has been verified by a medical doctor to participate in the sport of padel and the activities, events and programs of the Organization;
- B. To assume all risks arising out of, associated with or related to my participation;
- C. To waive any and all claims that I may have now or in the future against the Organization;
- D. To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the sport of Padel and the activities, events and programs of the Organization; and
- E. To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of my participation in the activities, events and programs of the Organization, due to any cause whatsoever, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence or breach of any duty of care of the Organization.

### **Acknowledgement**

By creating a profile and/or booking a court or activity, I acknowledge having read and understood the terms of this agreement, including the description of risks, dangers and hazards. I agree to execute this agreement voluntarily and to be bound by this Legal Agreement, and this Agreement is binding upon myself, my heirs, executors, administrators and representatives.