### **SUBMISSION**

$\square$ I wish to receive <u>Commercial Communications</u> from LaLiga.		
(Optional. Include link to Terms and Conditions).		
$\Box$ I have read and agree to the <u>Competition Terms and Conditions</u> .		
(Required, Include link to Terms and Conditions).		

## TERMS AND CONDITIONS FOR THE "HEAD SOCCER HEROES" COMPETITION

PANINI ESPAÑA PLC, with registered offices at Joaquim Vallespí 20, 17257 Torroella de Montgrí, Girona (hereafter 'PANINI') and the LIGA NACIONAL DE FUTBOL PROFESIONAL (hereafter 'LaLiga') with registered offices at Hernandez de Tejada 10, 28027, Madrid, and Spanish tax identification code G-78069762, are the joint organisers and promoters of this competition on the game "HEAD SOCCER HEROES (hereafter respectively referred to as 'the Competition and the Game'), which can be accessed through a mobile application (hereafter 'the APP'), and which will follow the Terms and Conditions in this document, which have been deposited and registered before the Illustrious Notary of Torroella de Montgrí, Ms. Purificacion Almansa.

Throughout these Terms and Conditions, the term 'The Parties' shall be used to jointly refer to LaLiga and PANINI.

The Competition will be governed by the following terms:

### 1. ENTRANTS/PERSONAL ELIGIBILITY

The Competition is open to Entrants residing in any country in the world, except LaLiga and PANINI employees, collaborators, directors and board members, third parties that provide products and/or services related to the Game, and first-degree relatives of LaLiga and PANINI employees, directors and board members. Nevertheless, only adults who are aged eighteen (18) or over at the date of the Competition and who reside in Spain will be eligible for the first prize (Spanish category).

Only those who fulfil the requirements set out in these Terms and Conditions will be deemed eligible Entrants.

### 2. HOW TO ENTER THE COMPETITION

In order to enter, at some point during Competition period, the Entrant must:

- 1. Download the APP.
- 2. Play the "El Derbi" event in the game, which concerns the forthcoming match between Atletico Madrid and Real Madrid, to be played on Saturday 18 November 2017 at the Wanda Metropolitano Stadium at 20:45 CET (hereafter 'the Event').

3. Complete the form on Easypromos with your name, email address, country and SaveGameID.

The Parties reserve the right to disqualify any Entrant whose Entry is deemed to be fraudulent or offensive.

Participating in the Competition is free; as such, no payment is required to participate and win the prize of the Competition. Only one Entry per person and/or registered user is permitted.

☐ SPANISH: This category concerns the first prize of the Competition, and consists of a Prize Draw including adults aged eighteen (18) or older, who reside

### 3. VALIDITY

The Competition will be open from 8 to 14 November 2017, both dates inclusive.

# 4. CATEGORIES OF THE COMPETITION

The Competition has two categories:

in Spain, and entered the information requested pursuant to the participation
requirements. The Prize Draw will be carried out by Easypromos, on 15 November
2017, through which a Winner and two Runners-Up will be determined. The
Winner of this Prize Draw will obtain the reward corresponding to the first prize
detailed in the Prizes section of these Terms and Conditions.
☐ INTERNATIONAL: This category concerns the second and third prize of the Competition, and likewise consists of a Prize Draw. It will include all
Entrants, regardless of their residence, who have entered the information
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pursuant to the participation requirements. The draw will be carried out by
Easypromos, on 15 November 2017, through which two Winners (one for
each of the prizes) and four Runners-Up (two for each prize) will be
determined. The two Winners of this Prize Draw will respectively obtain the
reward corresponding to the second and third prizes detailed in the Prizes
section of these Terms and Conditions. The Winner of the first prize will
not be eligible for the second or third prize.

The results of the Prize Draws will be final and not open to appeal.

### 5. PRIZES

The Winners will receive the following prizes:

☐ First prize (SPANISH category): Two tickets to the match between Atletico Madrid and Real Madrid, to be played at the Wanda Metropolitano on 18 November 2017 at 20:45 CET. The Winner will watch the match alongside YouTuber Hugo Marker and his partner.
$\square$ Second prize (INTERNATIONAL category): A shirt of a LaLiga team of choice and a LaLiga merchandise pack.
$\Box$ Third prize (INTERNATIONAL category): A shirt of a LaLiga team of choice and a LaLiga merchandise pack.

## 6. NOTIFICATION AND PRIZE-GIVING

The winning Entrants will be notified of their prize by email, through the email address linked to their username at EasyPromos. Once the Winners are notified they will be informed of the prize that they have won and will be requested to provide personal information and necessary contact details so that the delivery of the Prize may be arranged. The Winner will have a maximum of twenty-four (24) hours from the time that they receive that notification to confirm with the Parties that they accept the Prize and to provide their information. If one of the Winners rejects their prize, or if no response is received within twenty-four (24) hours, they will have their status as the Winner revoked and the First Runner-Up will duly be granted this status, with the same conditions applying. If the First Runner-Up rejects the prize or if no response is received within twenty-four (24) hours, the Second Runner-Up will become the Winner, and lastly, if the Second Runner-Up rejects the prize or if no response is received within twenty-four (24) hours, the Prize will be declared null and void.

The Winner of the Prize must accept the legal obligations applicable to them in order to receive the Prize in accordance with the existing laws.

The Prize is intended for the Winner personally, meaning that it may not be transferred or assigned to a third party, whether for free or for a fee. The Prize is not redeemable for cash and may not be substituted for an alternative at the Winner's request. If the Winner refuses to accept the Prize, it is forfeited, and no compensation will be offered. LaLiga reserves the right to replace the Prize with an alternative of equal or higher value, where there are causes to justify this. It is the responsibility of the Winner and, where relevant, their companions to adhere to the rules of use, conditions of transport, rules of conduct and any other conditions established by any suppliers associated with the enjoyment of the Prize, such as airlines, hotels, show promoters, etc.

The Parties are not responsible for any circumstances that prevent enjoyment of the Prize, such as cases of force majeure, acts of God or any other causes that are not attributable to them or are beyond their control (for example, in the case of prizes which involve travel: the cancellation of flights and the absence of valid personal documentation to be able to travel, etc.).

The Competition and/or the Prize may be declared null and void.

By accepting the Prize, the Winner authorises the Parties to record, post, broadcast, publicise and distribute recordings or images of them and/or (where relevant) their child/family while enjoying the Prize, and to reproduce, in whole or in part, those recordings or photographs, whether individually or in conjunction with other images, photographs or pictures, without temporal or geographical restrictions and without the Winner being entitled to any compensation or remuneration.

The Winner waives their rights over any images recorded or photographs taken of them while enjoying the Prize, and grants these rights to the Parties, without limitation.

For children under the age of 14, or those under parental authority or custody, consent from their parents or guardians will be required, and they will likewise be required to provide their personal details in order to accept the prize.

The Parties are not responsible for any issues concerning the delivery of the prize if the information provided by the Winner is erroneous, incomplete or does not match the identity of the Winner.

### 7. PROTECTION OF PERSONAL DATA

These Terms and Conditions will be available to consult on the website www.laliga.es throughout the duration of the Competition. Any doubts or queries about how the Competition works should be sent by email to the following address: ayuda@laliga.es.

# **PANINI:**

Personal data requested from the Entrants will be added to a File belonging to PANINI Joint Stock Company (hereafter 'PANINI JSC'), with registered offices at Viale Emilio Po 380, 41126 Modena (Italy), who will be responsible for the File. All entrants accept and expressly authorise PANINI JSC to incorporate their personal data into the aforementioned File, in order to process the data, under the terms indicated in the protection of personal data section provided in the APP of the Game.

In turn, concerning the management and progress of the Competition, as well as the delivery of the prizes, PANINI will simply be in charge of data processing on behalf of PANINI JSC. In any case, pursuant to the regulations applicable to the protection of personal data, the Entrants will be able to exercise their rights to access, rectify, cancel and contest their personal data at any point, by sending a letter to the address indicated by PANINI JSC, in which the interested party must clearly identify themselves and indicate their request For children under the age of 14, or those under parental authority or custody, this request must be submitted by their father, mother or guardian.

### LaLiga:

In fulfilment of Organic Law 15/1999 of 13 December on the Protection of Personal Data (LOPD) and its implementing regulations, we inform you that the personal data you provide will be treated confidentially, and will be recorded in a file owned by LaLiga. This file has been duly registered with the General Data Protection Registry of the Spanish Data Protection Agency and is subject to all of the security measures established in Royal Decree 1720/2007 of 21 December.

We inform you that your personal data will be used for the purposes of ensuring that your Entry is correctly handled and to deliver the Prize to the Winning Entrants. Once all of the necessary procedures have been carried out to complete the Competition, the data will cease to be used for the purposes of managing the Competition, but will continue to be used in accordance with the provisions stipulated in the Privacy Policy.

With regard to LaLiga, and in the event that the Entrant has granted their acceptance using the checkbox provided for the purpose, the Entrant is aware that their personal data will be used, even after the Competition is over, to send commercial communications by any means, including electronic commercial communications or their equivalent (such as email, SMS, MMS and others), involving the use of techniques such as data mining and profile segmentation ('Commercial Communications') by LaLiga, and relating to activities, products, services, competitions, offers and/or promotions run by LaLiga, its affiliates, member Clubs and public limited sports companies (SADs) and its official sponsors, which can be found here: http://www.laliga.es/en/partners (hereafter 'Official Sponsors'), or in connection with promotions in partnership with Third Parties such as international television channels.

Finally, you may exercise your right of access, erasure, rectification and/or opposition regarding this data and revoke your consent to the receipt of electronic commercial

Your request must be accompanied by a photocopy of your Spanish national identity card (DNI) or other similar identification document and feature at least the minimum requirements set out by the law. If the request does not meet the specified requirements, you may be asked to amend it. No payment is required in return for exercising these rights.

LaLiga may contact the Entrant at any time to ask them to prove their age by providing a photocopy of their DNI or equivalent document. In the event that the Entrant does not provide the aforementioned documentation, LaLiga reserves the right to disqualify them from the Competition.

### The personal data of the Winners

The personal data provided by the Competition Winners, specifically their name, surname(s), postal address and images/photographs/audiovisual recordings, will be recorded in a file for which LaLiga is responsible and the sole purpose of which is to ascertain the name, surname(s), NIF (tax identification number) and postal address of the Winners in order to send the Competition Prizes to the address provided.

Refusal by the Winners to provide the personal data required will render it impossible for them to be awarded their Prize.

The Competition Winners may exercise their right to access, rectify, cancel and oppose the use of their personal data under the terms established by the Organic Law on the Protection of Personal Data and its implementing regulations by sending LaLiga a request to that effect.

If the data provided by the Winners is erroneous or incomplete, LaLiga reserves the right to revoke their status as the Winners.

### Importing of social media data by LaLiga

The activation and use of external social media sites of which the Entrant is a member through LaLiga, as well as the possibility of importing data from these sites to their registered account, requires them to identify themselves and log in to the external site from which the aforementioned data will be extracted. LaLiga recommends that Entrants review the Terms of Use and Privacy Policy of the sites which they import data from.

In any event, Entrants must bear in mind that when accessing these social media sites, they are leaving the LaLiga environment to access an environment not controlled by LaLiga. As a result, LaLiga accepts no responsibility for possible security issues on these platforms.

Once the data has been imported and incorporated into the Entrant's registered account, their personal data will be processed for the purposes described in the Privacy Policy. LaLiga guarantees that it will apply security measures in fulfilment of the applicable regulations, as well as those which it diligently decides to implement of its own accord,

though under no circumstances will it be liable for not implementing any security measures that are not required by law.

The personal data that you provide LaLiga with will not be passed on to other persons or companies for their own use.

### Exemption from liability

LaLiga undertakes to use the personal data pertaining to Entrants in accordance with the applicable regulations and, in particular, (i) to treat the personal data pertaining to the Entrants to which it has access as a result of their participation in the Competition confidentially. However, it may disclose personal data and any other information relating to the Entrant when required to do so by the public authorities in the fulfilment of their legally attributed functions and in accordance with the applicable provisions; (ii) to adopt the necessary security measures – both technical and organisational – to prevent the alteration, loss, unauthorised use of or access to this personal data. Notwithstanding the foregoing, and given the current state of online security, LaLiga does not guarantee or accept any responsibility for damages of any kind which may arise from the alteration, loss or processing of the information pertaining to Entrants, or from the unauthorised access thereto or illegal use thereof by Third Parties.

### Exclusions

Our Privacy Policy does not apply to the services provided by other companies or individuals, including products or sites that may be displayed in search results and on websites that may feature LaLiga services, or those that could be accessed through those services. Our Privacy Policy does not regulate the data processing activities of other companies and organisations that advertise our services and which may use cookies, visitor counters or other technology to publish and offer relevant advertisements.

The Parties reserve the following rights with respect to the development and execution of

### 8. RESPONSIBILITIES

purpose.

the co	ompetition:
	$\square$ To modify or suspend the Competition, as long as there is a justified cause, with the commitment to communicate, within an appropriate timeframe, the new Terms and/or Conditions, or where applicable, the definitive cancellation of the Competition.
	$\square$ To disqualify any Entrants who are suspected of fraudulently manipulating or attempting to manipulate the Competition for their own benefit, to be informed by email that contains an appropriate explanation for the reasons behind their disqualification.
	$\hfill\square$ To file legal proceedings against any attempt to deliberately damage the content or operation of the Competition in a manner deemed illicit.
	$\Box$ To prevent speculation and business being established around the Competition, reserving the right to take any legal action considered appropriate for this

In no case shall the Parties, their parent entities, associated companies, subsidiaries or branches, or any of their agents and/or employees be responsible for any damages and/or losses suffered by the Entrants and/or any third parties which may result from the participation in the Competition, or through the use of any of the Prizes awarded.

### 7. TAX LIABILITIES

The Prizes will be subject to current tax legislation and the Winners must accept any tax liabilities that apply to them as a result of claiming their Prize.

For Winners resident in Spain, if the value of the Prize awarded is over three hundred euros (€300), it will be subject to withholding tax. In this event, it will be the responsibility of the Parties to make the corresponding payment on account as per the rates in place on the accrual date. As such, the payment on account will not be passed on to the Winner(s) in question but rather borne by the Parties, meaning that the amount they pay will be of a higher value than the benefit in kind received by the Winner(s).

Accordingly, where applicable, LaLiga also undertakes to send the Winner(s) in question a certificate detailing the withholdings and payments on account involved, in accordance with the relevant regulations.

#### 10. LIMITATION OF LIABILITY

The Parties have organised this Competition in good faith, and as such, do not accept any liability for potential losses or damages resulting from the participation of any persons in the Competition, or in relation to the enjoyment of the Prizes by the Winners brought about by factors beyond their control. By participating in the Competition, Entrants relieve the Parties of any liability arising from claims that stem from their participation in the Competition or enjoyment of the Prizes, indemnifying the Parties against such claims.

# 11. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of Spain. If any dispute arises in relation to the interpretation and/or execution of these Terms and Conditions, on the part of either the Parties or the Entrants, all concerned are subject to the jurisdiction of the Courts of Barcelona and expressly renounce the legitimacy of any other jurisdiction.

### 11. ACCEPTANCE OF TERMS AND CONDITIONS

By entering the Competition the Entrants fully accept these Terms and Conditions.