

## **TERMS AND CONDITIONS FOR THE "ElDerbiCatalan" COMPETITION**

These Terms and Conditions will be available in Spanish and English, if there is any discrepancy between the two languages, the Spanish version shall prevail.

These Terms and Conditions will be available to consult on the website [www.laliga.es/en](http://www.laliga.es/en) throughout the duration of the Competition. Any doubts or queries about how the Competition works should be sent by email to the following address: [ligafanexperience@laliga.es](mailto:ligafanexperience@laliga.es).

### **PURPOSE**

The LIGA NACIONAL DE FÚTBOL PROFESIONAL ('LaLiga'), with registered offices at Hernández de Tejada 10, 28027, Madrid, and company tax code (CIF) G-78069762, is the organiser and promoter of the 'LaLiga' contest (hereafter, 'ElDerbiCatalan').

LaLiga is running the Competition to boost the visibility with a promotional and commercial character of its products and services. The Competition will be open to all people involving all entrants who have register previously [www.laliga.es/en/elderbicatalan](http://www.laliga.es/en/elderbicatalan). Specifically, A Prize Draw will be held to randomly select one (1) Winner.

LaLiga will manage the Competition with RCD Espanyol de Barcelona S.A.D. located in Barcelona, la Avenida Baix Llobregat 100, de Cornellà del Llobregat y NIF A-08357139 and Futbol Club Barcelona, con sede social en Barcelona, avenida Arístides Maillol, s/n, 08028 Barcelona, CIF G-08266298.

The Competition will be governed by the following terms:

### **1) GEOGRAPHICAL SCOPE AND TIME FRAME**

Competition participants may be resident in any country in the world.

The Competition will open on 10 January 2018 at 14:00h (local time in Spain).

The Competition will close on 26 January 2018 at 14:00h (local time in Spain).

### **2) ELIGIBILITY**

Only entrants who meet all the requirements set out in these Terms and Conditions may participate in the Competition. In this case, only adults who are aged 18 or over at the date of the Competition may participate.

Participants must also meet all of the other requirements set out in these Terms and Conditions. Participation through third parties is not permitted.

The following are excluded from participating in the Competition:

- Employees, executives and directors of LaLiga, the Consejo Superior de Deportes and the sports federations that have signed a sponsorship agreement with LaLiga.
- First-degree relatives of employees, executives and directors of LaLiga, the Consejo Superior de Deportes and the sports federations that have signed a sponsorship agreement with LaLiga.

### **3) HOW TO ENTER THE COMPETITION**

To enter the Competition, the following mandatory requirements must be met:

1. To enter and be eligible for the Competition Prize, Entrants must have register previously [www.laliga.es/en/elderbicatalan](http://www.laliga.es/en/elderbicatalan) and the entrant fill with their data: favourite team, name, email, email confirmation, country of residence, Birth date, phone number or register through social login.
2. The first publication made by the participant will be valid only and exclusively. The rest of the publications carried out by the participant will not be valid and will not be considered in the Contest.
3. Entries that do not meet the above requirements will not be considered valid and will therefore not be eligible for the Prize.
4. The Contest is not sponsored, endorsed or administered by any social network or associated in any way with any of these.

Entry into the Competition is free, meaning that no payment will be required to enter or to win the Competition Prize. Only people and/or users who are registered may enter.

Entries that are incorrect, incomplete or similar, or which have been made outside the participation period or do not meet the requirements in these Terms and Conditions, will not be valid.

### **4) ACCEPTANCE**

By entering this Competition, Entrants accept all the Terms and Conditions laid out in this document, which must be met, and waive any claims regarding these Terms and Conditions.

### **5) PRIZE DRAW AND JUDGMENT OF THE COMPETITION**

The prize draw will begin on 26<sup>th</sup> January 2018 and will end the same day.

From all of the entrants who have participated and meet all of the requirements in these Terms and Conditions, will select by random one (1) prize-winners ('Winner'), and three (3) runners-up ('Runner(s)-up') will be chosen at random in a prize draw.

The judgment of the prize draw will be final and the Winners of the Prize will be notified using the email address that they have provided for that purpose.

The Winners will have a maximum of 48 hours from the time that they receive that notification to confirm that they accept the Prize and notify LaLiga in the way stated. If the Prize is accepted, LaLiga will contact the Winner to arrange delivery of the Prize.

When LaLiga contacts the Winner, it may request all the information and/or documentation that it deems necessary to prove that the entry requirements set out in these Terms and Conditions, and any other applicable regulations, are met, along with any additional information and/or documentation that LaLiga considers necessary. If the required information and/or documentation is not presented, they will be disqualified from the Competition and lose their status of Winner. If no response is received within 48 hours, and if the Winner or, where relevant, their parents or legal representatives, refuses to accept the Prize or does not meet the requirements of these Terms and Conditions, LaLiga will withdraw the status of Winner and grant it to the first Runner-up, who will then hold the status of Winner. If it is not possible to contact that person within 48 hours, or they reject the Prize or do not meet all of the requirements in these Terms and Conditions, they will also be eliminated and the second Runner-up will hold the status of Winner, and so forth. LaLiga does not accept any responsibility where people do not respond.

## **6) PRIZE**

The winners will win a trip to Spain for two (2) people to attend ElDerbiCatalan R.C.D Espanyol – F.C. Barcelona, corresponding to Week 22 of Campeonato Nacional de Liga de Primera División (LaLiga SANTANDER) with accommodation, flights and tickets for the match paid in R.C.D.E stadium.

The Prize is personal and non-transferrable, and may not be exchanged for anything else, in cash or in kind.

The Prize will be delivered within thirty (30) days of the winner being notified.

Refusing the Prize will not result in any right to indemnity or compensation of any kind.

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 will be delivered to the Winner personally, meaning that the Prize may not be transferred or assigned to a third party, whether for free or for a fee. The Prize may not be exchanged for money and may not be substituted with another at the Winner's request. If the Winner does not accept the Prize, it will be lost and will not be refundable. LaLiga reserves the right to substitute the Prize with another one of equal or higher value, where there are causes to justify that. It will be the responsibility of the Winner and/or, 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 enjoyment of the Prize, such as airlines, hotels, show promoters, etc.

LaLiga is not responsible for any circumstances that impede enjoyment of the Prize in the case of events of force majeure or acts of God, or for reasons that are not attributable to it or that are

beyond LaLiga's control (for example, cancellation of flights, lack of valid personal documentation to fly, etc. for prizes involving travel).

This Competition and/or the Prize may not be awarded.

During enjoyment of the prize, LaLiga can take photographs and audio-visual recordings of the winner to promote and to distribute the content on its website, social media and in other national and international media.

By accepting the Prize, the Winner authorises:

I authorise LaLiga to post, record, broadcast, distribute and communicate publicly any images recorded or photographs taken of my child while enjoying the prize, and to reproduce, in whole or in part, those images or photographs, whether individually or in conjunction with other images, photographs or pictures, without temporal or geographical restrictions and without the right to any compensation or remuneration from LaLiga.

I grant LaLiga, without any limitation, my rights over the images recorded or photographs taken of me while enjoying the prize.

## **7) TAX LIABILITIES**

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

If the Winner is resident in Spain and the value of the prize awarded, for the purposes of tax retentions, is over €300, the corresponding payment on account will be the responsibility of LaLiga, in accordance with the rates that apply on the accrual date of the transaction. The payment on account will not be passed on to the Winner but assumed by LaLiga, and will therefore be of a higher value than the prize in kind received by the Winner.

If the Winner is not resident in Spain, their place of residence for tax purposes will have to be taken into account in determining the tax treatment of the Prize, in accordance with the applicable tax legislation. To that effect, and where applicable, the Winner must provide a tax residency certificate for the purposes of the double taxation treaty signed between Spain and the Winner's country of residence.

Where appropriate, LaLiga will also send the Winner the corresponding certificate of retentions and payments on account, in accordance with the stated regulations.

## **8) RESPONSIBILITIES**

LaLiga reserves the right to eliminate any participant who defrauds, disrupts or renders useless the proper functioning, normal course and regulation of this Competition.

LaLiga reserves the right not to accept a person's entry into this Competition if they do not meet the conditions set out in these Terms and Conditions.

LaLiga also reserves the right to invalidate participation by users who try to enter fraudulently, or with fraudulent or illicit intentions. This is without prejudice to the appropriate legal measures that may be taken depending on the circumstances of each case.

LaLiga is exempt from all responsibility for participants if this Competition has to be cancelled or suspended for reasons of force majeure or legal imperative, and entrants will be duly informed of this situation.

LaLiga is exonerated from any kind of responsibility for incidents that might occur to participants and the Prize Winner that are beyond its control.

Under no circumstances is LaLiga responsible for the media's treatment of the Competition and particularly the personal data and images of the participants and/or Winner, meaning it is exonerated from any responsibility in relation to possible claims made by the Winner, participants and/or third parties arising as a result of opinions and/or statements made and/or the use of images and/or personal data by the media in relation to the Competition participants and/or people that appear in the images.

LaLiga accepts no responsibility for damages of any kind resulting from the improper use of services and contents by participants despite the security measures adopted.

## **9) INTELLECTUAL PROPERTY RIGHTS**

Competition participants undertake to, and are responsible for, ensuring that they have the appropriate permission and/or hold the intellectual property rights or image rights for any images that they use to participate in the Competition, and grant LaLiga their use and exploitation for the maximum amount of time permitted by law.

## **10) PROTECTION OF THE PERSONAL DATA OF THE COMPETITION WINNER**

In compliance with 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 included in a file owned by LaLiga. This file will be duly registered with the Spanish Data Protection Agency's General Data Protection Registry and is subject to all of the security measures set out in Royal Decree 1720/2007 of 21 December.

We inform you that your personal data will be used to ensure and manage your participation adequately, and to deliver the Prize to the winning entrants. Once all of the procedures necessary to complete the Competition have taken place, the data will no longer be used for management of the Competition, but will continue to be used in accordance with the provisions of the Privacy Policy.

With regard to LaLiga, and where the entrant has expressly accepted using the tick-box provided for that purpose, the entrant is aware that their personal data will be used, even after the Competition has ended, to send commercial communications by any means, including electronic commercial communications or equivalent (such as email, SMS, MMS and similar),

and involving the use of data mining and profile segmentation ('**Commercial Communications**') by LaLiga, about activities, products, services, competitions, offers and/or promotions by LaLiga, its affiliates, the clubs and public limited sports companies ('Sociedad Anónima Deportiva') it comprises, and its official sponsors, which can be found here: <http://www.laliga.es/en/partners> ('**Official Sponsors**'), or promotions in partnership with third parties such as international television channels. In the event that you have indicated that your favorite Club is the R.C.D. Espanyol, your personal data will be incorporated into a file of the aforementioned Club. Also, assuming you have indicated that your favorite Club is the F.C. Barcelona, your personal data will be included in a file of the aforementioned Club. The consent of the User and/or client to receive, by email or equivalent electronic means, the aforementioned commercial communications, may be revoked at any time by notification addressed to the following email address [lopd@laliga.es](mailto:lopd@laliga.es), otherwise their data will be conserved for this purpose indefinitely.

Lastly, you may exercise your right to access, cancel, rectify and/or oppose, and to revoke your consent to the sending of electronic commercial communications, by writing to LaLiga by email [lopd@laliga.es](mailto:lopd@laliga.es) or by letter for the attention of LaLiga's Legal Department at the postal address given above, and including the reference 'Protection of personal data' in both cases.

The request must include a photocopy of your DNI identification card or other similar identification document along with the minimum contents required by law, in all cases. If the request does not meet the specified requirements, it may need to be rectified. No remuneration will be demanded in exchange 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 an equivalent document. In the event that the entrant does not provide the relevant documentation, LaLiga reserves the right to exclude them from participating in the Competition.

The Winner's personal data.

The personal data provided by the Competition Winner, specifically their name, surname(s), postal address and image/photographs/audio-visual recordings, will be included in a named file for which LaLiga is responsible and the sole aim of which is to know the name, surname(s), NIF (tax identification number) and postal address of the Winner in order to send them the Competition Prize at the abovementioned address.

Refusal by the Winner to provide the personal data required to name the participant the Winner will make it impossible for them to win the Prize.

The Competition Winner may exercise their rights 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 notification to that effect.

If the data provided by the Winner are untrue or incomplete, LaLiga reserves the right to revoke their status of Winner.

#### Import of social media data by LaLiga

The activation and use of external social media of which the entrant is a member through

LaLiga, as well as the possibility of importing data from them into the registered account, requires your identification and authentication on the external network from which the abovementioned data will be extracted. LaLiga recommends that entrants review the conditions of use and privacy policy of the networks from which data will be imported.

In any case, entrants must bear in mind that, by accessing those social media, they are leaving the LaLiga environment to access one that is not controlled by LaLiga. LaLiga therefore accepts no responsibility for potential security violations in those environments.

Once the data have been imported and included in the entrant's registered account, their personal data will be used for the purposes described in the Privacy Policy. LaLiga guarantees that it will adopt security measures in accordance with the applicable regulations, along with any that LaLiga decides to implement for reasons of due diligence, without it being required under any circumstances to establish security measures that are not required by law.

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

#### Exemption from liability

LaLiga undertakes to use entrants' personal data in accordance with the applicable regulations and, in particular, (i) to treat the entrants' personal data, to which it has access as a result of the entrant's participation in the Competition, confidentially. However, it may reveal the entrant's personal data and any other information when required to by the public authorities in order to carry out the functions legitimately attributed to them, and in accordance with the applicable provisions; (ii) to adopt the technical and organisational security measures necessary to avoid alteration, loss, unauthorised use or access to those personal data. Without prejudice to that and given the current state of online security, LaLiga does not guarantee or accept any responsibility for damages of any kind that might be derived from the alteration, loss, use, unauthorised access to or illicit use of the entrants' information by third parties.

#### Exclusions

Our Privacy Policy does not apply to the services provided by other companies or individuals, including products or sites that might appear in search results, and sites that might include LaLiga services or that are accessed through those services. Our Privacy Policy does not regulate the data-processing activities of other companies and organisations that advertise our services and that might use cookies, visitor counters or other technologies to publish and offer relevant adverts.

### **11) MODIFICATION OF THE TERMS AND CONDITIONS**

LaLiga reserves the right to modify the Terms and Conditions of the Competition in part or in whole. Equally, LaLiga is entitled to resolve any eventuality not foreseen in the Terms and Conditions as it sees fit, on the basis of the spirit and intention of these Terms and Conditions.

### **12) LIMITATION OF LIABILITY**

LaLiga is organising this Competition in good faith and as such will not be liable for potential losses or damages resulting from any person's participation in the Competition, or in relation to

enjoyment of the Prize by the Winner, for reasons that are not attributable to it. By participating in the Competition, participants indemnify and hold harmless LaLiga against any liability arising from claims that result from their participation in the Competition or enjoyment of the Prize.

### **13) GOVERNING LAW AND JURISDICTION**

These Terms and Conditions are governed by Spanish law.

LaLiga and participants in the promotion are subject to the jurisdiction of the Courts and Tribunals of Madrid, and expressly renounce any other jurisdiction that might apply to them.

LaLiga reserves the right to take legal action against anyone who undertakes any kind of act that could be considered manipulation or forgery of the Competition.