# "Fans of the Future" COMPETITION TERMS AND CONDITIONS

Participants may consult these Terms and Conditions on the **www.latidosdelfuturo.com** website throughout the duration of the Competition. If you have any queries about the mechanics of the Competition, please don't hesitate to email: latidosdelfuturo@laliga.es.

### NAME AND PURPOSE

LIGA NACIONAL DE FÚTBOL PROFESIONAL (hereinafter, "LaLiga") with registered offices in Madrid, Calle Torrelaguna 60, 28043 and CIF G-78069762, is the organiser and promoter of the "Fans of the Future" Competition (hereinafter, the "Competition").

LaLiga will organise the Competition.

LaLiga is holding the Competition with the intention of promoting and marketing its products and services. All those of legal age who have correctly signed up on the website for the campaign <a href="www.latidosdelfuturo.com">www.latidosdelfuturo.com</a> between 20 May 2019 and 10 July 2019 (both inclusive), answered the questions and told their story about who they inherited their passion for football from, can participate in this Competition. Specifically, a Competition will be held including all those who have participated in the Competition and have met the aforementioned requirements; there will be five (5) winners.

The Competition will be governed according to the following clauses:

### FIRST. - CONCERNING THE GEOGRAPHICAL SCOPE AND TIMESCALE

People who live in Spain may participate in the Competition.

The Competition will begin on Monday, 20 May 2019 at 12:00 (Spanish time).

The Competition will end on Sunday, 10 July 2019 at 12:00 (Spanish time).

# SECOND. - CONCERNING THE PARTICIPANTS

Only those meeting all the requirements set out in these Terms and Conditions may participate in the Competition.

Those who do not meet the following requirements are not eligible to participate in the Competition:

- Adults of legal age.
- Anyone who does not follow the participation guidelines set out in the following Clause.

Likewise, the following people are not eligible to participate:

- LaLiga employees, executives or board members.
- First-degree relatives of LaLiga employees, executives or board members.

### THIRD. - METHOD OF PARTICIPATION IN THE COMPETITION

The following requirements must be met in order to participate in the Competition:

- 1. To participate, contestants must be of legal age and log in with their username and password or sign up by filling in the details marked as mandatory on the website for the campaign <a href="www.latidosdelfuturo.com">www.latidosdelfuturo.com</a> and accept the Competition's Terms and Conditions. After having signed up between 20 May 2019 and 10 July 2019 (both inclusive), participants will need to answer the questions that are asked and tell their story about who they inherited their passion for football from. Specifically, a Competition will be held including all those who have participated in the Competition and have met the aforementioned requirements
- 2. The form provided on the website must be completely filled in correctly and accurately by the Contestant. The following information is requested on said form: First name, surname(s), country of birth, email address, contact phone number, week of development and various questions about the beginning of their passion for football.
- 3. Any content used by the participant must strictly comply with the following rules:
  - a. It must be original and, therefore, not breach any intellectual property rights.
  - b. It must not include personal, intimate, confidential or secret information or the personal data of third parties.
  - c. It must be suitable for people of all ages and must comply with any applicable legislation or regulations.
  - d. It must not be considered by LaLiga to be contrary to the law, abusive, offensive, derogatory or inappropriate, including sexually explicit content.
- 4. Only each participant's first entry for the Competition will be valid. Any other entries by participants will not be valid and will not be taken into account in the Competition.
- 5. Any entries that do not meet the above-mentioned requirements will not be valid and, therefore, will not be eligible for any prizes.

Participation in the Competition is free, so it is not necessary to pay anything to participate and win the Competition prize. Only one entry per person and/or registered user will be allowed.

Incorrect or incomplete entries, or similar, as well as entries made outside the period of participation or that do not meet the requirements in these Terms and Conditions will not be valid.

### FOURTH. - ACCEPTANCE

Participation in this Competition implies the participants' acceptance of all the Terms and Conditions provided in this document, which must be complied with, and any claims as to the Terms and Conditions waived.

## FIFTH. - COMPETITION AND THE COMPETITION DECISION

After the promotional period ends on 10 July 2019, a jury made up of LaLiga members will choose the five (5) winning stories, whose answers to the questions on the form best conveyed their passion for football. The decision on the Competition is final and will be communicated to the prize winners through the email account they provided for this purpose.

The winners will have a maximum period of 72 hours from receipt of said notification to accept the prize and communicate such acceptance to LaLiga in the manner stated. If they accept, the five (5) winners will provide their first name, surname(s), valid national identity document (DNI) and passport, so that LaLiga can manage the prize, and expressly agree to their first name, surname(s) and image/photos being posted on LaLiga's digital environments as Competition winners.

When LaLiga contacts the winners, it may request whatever information and/or documentation it deems necessary to prove compliance with the participation requirements set out in these Terms and Conditions and other applicable regulations, as well as any other additional information and/or documentation that LaLiga deems necessary. If the required information and/or documentation is not provided, the participant will be disqualified from the Competition and lose their status as a Winner. If no response has been received within 72 hours, or if either of the five (5) Winners refuse to accept the Prize or did not comply with the requirements in these Terms and Conditions, LaLiga will withdraw the status of Winner from the participant in question and grant it to the first substitute, who will then hold the status of Winner. If it is not possible to contact the latter within 72 hours, or if they reject the Prize or do not comply with any of the requirements in these Terms and Conditions, they will also be eliminated, with the second substitute then holding the status of Winner and so on. LaLiga accepts no liability whatsoever towards any participants who do not respond.

# **SIXTH. - PRIZE**

LaLiga will give each of the (5) winners a prize, which will consist of a sports clothing pack including: a T-shirt, trousers, a sweatshirt, an anorak and a rucksack.

Any other expenses related to enjoying the Prize will be borne by the recipients, unless otherwise stated in the Prize description.

The prize is personal and non-transferable and cannot be exchanged for anything else, whether cash or in kind.

Refusing the prize will not give rise to any rights to any kind of compensation.

Prizes will be delivered within the period indicated by LaLiga from notification to the winner.

Prize winners must assume the applicable legal obligations in connection with obtaining the prize under current legislation.

The Prize will be given to the Winner on a personal basis, consequently, the Prize cannot be transferred or ceded to third parties, whether free of charge or otherwise. The Prize will not be redeemable for cash and cannot be replaced with another prize at the request of the winner. If a Prize is not accepted by the winner, it will be lost and will not be refundable. LaLiga reserves the right to replace the Prize with another similar of equal or higher value due to reasons justifying such replacement. Likewise, it is the responsibility of the winner and/or their companions, where relevant, to comply with usage guidelines, transport conditions, standards of behaviour and any other conditions established by any suppliers relating to the Prize, such as airlines, hotels and event promoters.

LaLiga will not be liable for circumstances preventing enjoyment of the Prize in case of force majeure or unforeseeable circumstances, for reasons not attributable to it or that are beyond the control of LaLiga (for example, in prizes including travel, cancellation of flights, lack of valid personal documentation to travel, etc.).

LaLiga reserves the right to exclude from the Competition any participants who have been declared Winners when the legislation of the Winner's country of residence establishes limitations that are incompatible with obtaining the prize.

This Competition and/or the Prize may be declared void.

## The Winner authorises the following in order to accept the Prize:

I authorise LaLiga to set, record, broadcast, disseminate and publicly communicate recorded images or photos taken of me while enjoying the Competition Prize, and to reproduce, in whole or in part, said images or photos, whether individually or in conjunction with other images, photos or pictures, without any time or geographical limitations, and without the right to any compensation or remuneration from LaLiga.

I cede my image rights relating to the recorded images or photos taken of me while enjoying the Competition Prize to LaLiga without any limitations.

### **SEVENTH. - TAX OBLIGATIONS**

The prizes will be subject to current tax legislation and the winner must assume the applicable tax obligations in connection with receiving the prize.

If the winner is a resident of Spain and the value of the prize awarded for the purpose of tax deductions exceeds €300, the corresponding tax payment will be LaLiga's responsibility and will be paid by LaLiga in accordance with the applicable rates as of the date of accrual of the transaction. The tax payment will not be recovered from the winners, being borne by LaLiga, consequently, said payment will mean an increased value of the prize in kind received by the winners.

If the winner is not a resident of Spain, it will be necessary to consider their tax residence to determine the tax treatment of the prize under applicable current tax legislation. For these purposes, and if applicable, the winner must provide a certificate of tax residence for the purposes of the Convention signed between Spain and the winner's country of residence to avoid double taxation.

Likewise, and where relevant, LaLiga will send the corresponding certificate of tax deductions and payments to the winner, in accordance with the aforementioned regulations.

### **EIGHTH. - LIABILITY**

LaLiga reserves the right to remove any participant that defrauds, alters or disables the proper functioning or the normal and regulatory course of this Competition.

LaLiga reserves the right not to accept someone's participation in the Competition if they do not comply with the provisions set out in these Terms and Conditions.

LaLiga likewise reserves the right to invalidate the entry of any users who attempt to participate through fraudulent means, or for fraudulent or illegal purposes. The foregoing is without prejudice to the appropriate legal measures that could be taken according to the circumstances in each case.

LaLiga shall be exempt from any liability to the participants if this Competition needed to be cancelled or suspended due to force majeure or as required by law, a situation that would be duly brought to the attention of the participants

LaLiga is exempt from any liability with respect to any incidents that are beyond its control that might arise affecting the participants and the prize Winner.

LaLiga will under no circumstances be held responsible for media coverage of the Competition and, in particular, of the personal data and images of the participants and/or the Winner, consequently, it is exempt from any liability in connection with any potential complaints made by the winner, participants and/or third parties arising as a result of the opinions and/or statements made and/or the use of images and/or personal data by the media in connection with the Competition participants and/or people that may appear in said images.

LaLiga accepts no liability for any kind of damages that, despite the security measures taken, may arise due to the improper use of the services and content by participants.

# **NINTH. - INTELLECTUAL PROPERTY**

Competition participants are responsible for, and commit to, ensuring they have the appropriate permissions and/or are the holders of the intellectual property rights or image rights for the content with which they are participating in the Competition and cede to LaLiga the use and exploitation of the same for the maximum time allowed under Law.

# TENTH. - COMPETITION PARTICIPANTS' AND WINNERS' DATA PROTECTION

### PROCESSING CONTROLLER:

LIGA NACIONAL DE FÚTBOL PROFESIONAL (hereinafter, "**LaLiga**"), with registered offices in Madrid, Calle Torrelaguna, 60. LaLiga's Data Protection Officer can be contacted at: lopd@laliga.es

The business information for both LaLiga and the clubs has been included under the "Name and Purpose" section of these Terms and Conditions.

#### PURPOSES AND BASIS OF LEGITIMACY FOR THE DATA PROCESSING:

# Main Purposes:

We hereby inform you that your Personal Data will be processed by LaLiga in order to facilitate, manage, maintain and control the promotion as said Personal Data is required in order to provide the aforementioned service. The legal basis for processing your data for this purpose is Article 6.1.b) of the General Data Protection Regulation as the processing is required in order to execute a contract to which the data subject is a party or to apply precontractual measures at the request of the latter.

Likewise, we hereby inform you that, the pictures uploaded for you through the registration form and the images or recordings of the participants or winners, will be used to publicise the promotion, competition or event for free, without a specific geographical scope and for an unlimited period of time, with the right to sublicense said images or recordings to third parties for any kind of use deemed appropriate by LaLiga, while at all times respecting current legislation in this area. The legal basis for processing your data for this purpose is Article 6.1.b) of the General Data Protection Regulation as the processing is required in order to execute a contract to which the data subject is a party or to apply precontractual measures at the request of the latter.

The additional purpose for which LaLiga will process your Personal Data are provided below, as well as the legal basis for this processing:

i. To send commercial communications from LaLiga. If you have accepted the specific optional box provided for this purpose, you consent to your personal data being processed for sending commercial communications from LaLiga by any means, including electronic or equivalent commercial communications (such as email, SMS, MMS and similar).

The legal basis for processing your data for the purpose provided above is Article 6.1.a) of the General Data Protection Regulation: the data subject gave their consent to processing their personal data for one or more specific purposes. Your personal data will be held for this purpose until you revoke your consent.

You have the right to withdraw your consent at any time following the procedure described in the "Users' rights" section; this does not affect the legality of the processing based on consent prior to its withdrawal.

### TIME LIMITS FOR RETAINING PERSONAL DATA

LaLiga will retain your Personal Data for the duration of your participation in the promotion or event, or until you revoke your consent and/or exercise your right to erasure, limitation or opposition to processing. We retain your Personal Data for as long as we need it for the purposes provided in this Privacy Policy, to meet your needs and to comply with our legal obligations.

Likewise, we hereby inform you that once the purposes for which your data was obtained have ceased to apply or once the aforementioned rights have been exercised, LaLiga will keep your Personal Data, duly blocked, for a period of five (5) years for the sole purpose of addressing any kinds of responsibilities that could arise. Said Personal Data will be deleted when such responsibilities expire.

### RECIPIENTS OF PERSONAL DATA

Your personal data shall not be assigned to other people or companies to be used for their own ends. However, LaLiga may disclose Personal Data and any other user information when required to do so by public authorities exercising responsibilities that have been lawfully granted to them and in accordance with applicable regulations.

Similarly, some entities subcontracted by LaLiga may access the Personal Data and information entered in the promotion's participation forms as Data Processors or Subprocessors to provide LaLiga with a required service.

Specifically, LaLiga receives assistance from service providers. We sometimes share your information with our third-party service providers, who help us provide our services. These service providers sign a contract that requires them to use your personal information solely for the provision of services and in accordance with this policy. Examples of service providers: hosting, or advertising servers.

# **USERS' RIGHTS**

You can exercise your right of access, rectification, opposition, erasure, portability and limitation to processing at any time with LaLiga by following the instructions detailed below:

By sending an email to: <u>lopd@laliga.es</u>. The request must include a photocopy of your national identity document (DNI) or other similar identity document and, in any case, the minimum content required by law. If the request does not meet the specified requirements, it may need to be amended. No payment of any kind will be required for the exercise of rights.

If you gave your consent for certain purposes when accessing the promotion, you may revoke it at any time by following the procedure set out in any of the commercial communications you receive, or by sending an email to: <a href="mailto:lopd@laliga.es">lopd@laliga.es</a>.

Revoking the consent provided will not affect the legality of the processing based on said consent prior to its withdrawal.

Likewise, if you believe that you failed to obtain satisfaction in the exercise of your rights you can contact LaLiga's Data Protection Officer at <a href="lopd@laliga.es">lopd@laliga.es</a> or file a claim with the Spanish Data Protection Agency (AEPD) through its website <a href="www.aepd.es">www.aepd.es</a>.

### LIMITATIONS.

LaLiga hereby informs you that contestants must be at least 18 years old to participate in the #LatidosDelFuturo promotion.

## ELEVENTH. - AMENDMENTS TO THE TERMS AND CONDITIONS

LaLiga reserves the right to amend the Competition Terms and Conditions, whether in whole or in part. Similarly, LaLiga is entitled, at its sole discretion, to resolve any contingencies not covered under these Terms and Conditions on the basis of the spirit and purpose of the same.

## TWELFTH. - LIMITATION OF LIABILITY.

LaLiga organises this Competition in good faith, consequently, it will not be liable for any possible damages caused by anyone's participation in the Competition, or regarding the winners' enjoyment of the prize, for reasons that are not attributable to it. By participating in the Competition, participants release and hold LaLiga harmless from any liability arising from claims that could arise as a result of their participation in the Competition or their enjoyment of the Prize.

## THIRTEENTH. - APPLICABLE LAW AND JURISDICTION.

These Terms and Conditions are governed by Spanish Law. LaLiga and the participants in the promotion submit to the jurisdiction of the Courts of the place of residence of the participant, in their capacity as a consumer.

LaLiga reserves the right to take legal action against any person who performs any kind of act liable to be considered to be tampering or falsification of the Competition.