



# FC BARCELONA

## TERMS ADDRESSED TO "BARÇA FANS" NEWSLETTER SUBSCRIPTION

"5 PES2019 videogames for PS4 and 5 PES2019 videogames for Xbox One by KONAMI signed by Coutinho."  
(-2018/2019 sport season-)

### CONDITION 1. SCOPE.

FUTBOL CLUB BARCELONA domiciled in Calle Arístides Maillol, s / n, 08028, Barcelona, and CIF number G-08.266.298 (hereinafter referred to as FC BARCELONA or the CLUB) shall promote an activity called "5 PES2019 videogames for PS4 and 5 PES2019 videogames for Xbox One by KONAMI signed by Coutinho." (hereinafter referred to as the "activity") aimed solely and exclusively to those subscribing to the "Barça Fans" newsletter, participating under the terms and conditions contained herein.

How to take part in the activity and how it works shall be communicated and promoted, among FC BARCELONA's other means of communication, on its official website ([www.fcbarcelona.com](http://www.fcbarcelona.com)) and social media of FC BARCELONA.

A draw shall be held among all the participants, which shall result in ten (10) winners: five (5) of which shall receive the prize of one (1) PES2019 videogame for PS4 signed by Coutinho, and five (5) of which shall receive the prize of one (1) PES2019 videogame for Xbox One signed by Coutinho.

For the above purposes, in the case of participants under legal age, their participation in each and every one of the corresponding phases described in these rules (acceptance of the Rules, requirements for participation, mechanics of the activity, acceptance of the prize, etc.) must always and in all cases be supervised by the person who holds his rights to representation and legal guardianship (parental authority, guardian, etc.). Therefore, in accordance with the above, FC BARCELONA understands that the consents and authorisations that correspond and are mandatory (acceptance of Rules, requirements for participation, mechanics of the activity, acceptance of the prize, image rights, collection and processing of data of a personal nature, litigation, etc.) shall be deemed to have been carried out for all purposes and without reservations by the persons holding their representation, protection and legal guardianship, on their behalf, and FC BARCELONA shall be exempt from any liability in this regard.

### CONDITION 2. PARTICIPATION PERIOD AND PUBLICATION OF TERMS.

The participation period for the activity shall begin on 31 August 2018 and shall end on 11 September 2018 at 23:59 CET= UTC+1.

These terms and conditions shall be published on FC BARCELONA's official website ([www.fcbarcelona.com](http://www.fcbarcelona.com)) to inform the participants about the process and course of the activity and the draw.

### MÉS QUE UN CLUB

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## CONDITION 3. AUTHORISATION OF USE OF PERSONAL DATA.

a) DATA CONTROLLER: Your data will be processed by FC BARCELONA, located in at Carrer Aristides Maillol s/n, 08028, Barcelona and with Spanish Tax Identification Number (NIF) G-08266298.

b) PURPOSES: The data shall be processed for the purpose to send you the Newsletter of the Barça Fans programme, which shall always be personalised and adapted to your interests.

We also inform that your data will also be treated in order to manage your participation, as well as to proceed to deliver and publish your name in the event that be the winner.

Likewise, and always provided that you have expressed your consent by checking the respective boxes for the said purposes provided in the form, we may process your data to:

- Send you additional information related to FC BARCELONA, such as opinion polls, invitations to events, or the CLUB's own products such as discounts or promotions for match tickets, merchandising, digital products, etc.
- Send you information, discounts or promotions from third parties with which FC BARCELONA might maintain a commercial or collaborative relationship, such as the FC BARCELONA Foundation, or sponsors or partners of the CLUB, who may carry out actions specifically aimed at Barça Fans.

c) COMMUNICATION OF DATA: Your data shall not be transferred, sold, rented or made available in any other way to any third party, except to those which supply services to FC BARCELONA, which perform certain activities for the CLUB (such as sending the newsletter), but that in no case shall process the data for their own purposes. Some of these suppliers may be located outside of the European Union, as indicated below.

If you wish to receive information from third parties, such as the FC BARCELONA Foundation or its partners or sponsors, this information will always be sent by FC BARCELONA, and we shall not provide them with any data, unless you have given us your express consent to do so.

d) AUTOMATED DECISIONS AND CREATION OF PROFILES: For some services, we may process your personal data using automated methods. This means that certain decisions are made automatically without human intervention. For example, we may segment you depending on whether you have any interest in certain sports sections of FC BARCELONA, or use our services, such as free Wi-Fi on our premises.

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We may also create a profile by analysing your behaviour on the web, showing you products that may be of interest to you, based on the preferences you have shown through your browsing, or information obtained through cookies.

In addition, if you have agreed to receive commercial communications, these may be adapted and customized according to the interests of the users, either based on the products and services requested, or based on the data that we can deduct or obtain from your browsing, interest in certain contents, reaction to our communications, among others.

This personalization is conducted in a partially automated manner, in the sense that the CLUB determines the parameters of the personalization, but it is the technological platform that **generates the user's profile. We do not send general communications** that are not segmented by the previous procedure, since we consider it to be in the interest of both the CLUB and the users of the Barça Fans program for the information that is sent or received to be relevant, and because not segmenting would not alter the number of communications received by the Barça Fans program, but only the content of the same. In this regard, if any user of the Barça Fans program does not wish to be segmented, we ask them to refrain from subscribing to the Barça Fans program's communications.

e) **INTERNATIONAL TRANSFERS:** FC BARCELONA, as an international organisation, has international suppliers that may provide their services from outside the EU, so it is possible for **users' data to be processed outside the European Union or the European Economic Area** (for example, the supplier of newsletter delivery, data storage, management of requests for information or member services, etc.).

In any case, the CLUB will ensure that this data processing is always protected with the appropriate guarantees, which may include:

- Standard EU approved clauses: These are contracts approved by the European regulator, and which provide sufficient guarantees to ensure that the processing complies with the requirements of the European General Data Protection Regulation.
- Third party certifications: For example, Privacy Shield, the framework agreement between the EU and the United States that establishes a standardized framework for data processing according to the requirements of the European General Data Protection Regulation.

f) **DURATION OF THE PROCESSING:** All the data that you provide to subscribed our newsletter, we shall process your data until the CLUB considers that, by any means available according to the technology available at any time, you are no longer interested in its products. In any case, you may unsubscribe from the newsletter at any time.

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Also all the data that you provide us during the participation in the contest will be process until the end of the contest.

After the term indicated, FC BARCELONA shall withhold your duly anonym zed data for statistical purposes or market analysis, whenever possible, or duly blocked to comply with any legal obligation of the CLUB.

g) EXERCISE OF YOUR RIGHTS: At any time you may revoke your consent to any of the uses of data indicated above.

Likewise, you may exercise your rights of access, rectification, deletion, opposition, limitation or portability through written communication addressed to carrer Aristides Maillol, S/N, 08028, Barcelona (Spain), with the reference "Personal Data", or by email to [proteccio.dades@fcbarcelona.cat](mailto:proteccio.dades@fcbarcelona.cat)

If you have any questions about how we process your personal data, or about any other issue related to the matter, you may contact our Data Protection Delegate at carrer Aristides Maillol, S/N, 08028, Barcelona (Spain), with the reference or for the attention of the "Delegado de Protección de Datos", or by email to the address [dpo@fcbarcelona.cat](mailto:dpo@fcbarcelona.cat).

Additionally, you may file a claim to the competent Governing Authority if you consider FC BARCELONA to have processed your data in breach of this Privacy Policy or any other applicable regulations.

## CONDITION 4. PARTICIPATION REQUIREMENTS AND PROCESS.

All those interested in taking part in the participation process, regardless of their status as members of the CLUB, must fulfil the requirements given below:

- a) Subscribe to the "Barça Fans" newsletter and participate in the terms and conditions set forth herein.
- b) Have an email address which is "registered" in FC BARCELONA's "Barça Fans" newsletter.
- c) Each participant in the draw can take part once (1) and will therefore only register once (1). Any duplication will be monitored by a computer security system to ensure that only one (1) registration is admitted per participant, all additional registrations by the same person shall be terminated.
- d) One (1) single file will be created from a correct "registration of participation" as has been stated in this condition, regardless of the language used.

## CONDITION 5. DRAW PROCESS.

- a) In the event there is no participant, it will not be necessary to hold the draw which will automatically be declared deserted.

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- b) In the event that there are less than five (5) participants competing to win the videogame version for either PS4 or Xbox One, a draw shall not be necessary, and those participants shall automatically be granted winning status. Therefore, these persons shall be awarded the corresponding prize directly, without the need for a draw.
- c) In the event that there are more than five (5) participants competing to win the PES2019 videogame for PS4 or more than five (5) participants competing to win the PES2019 videogame for Xbox One, a draw shall be necessary, only among those participants that have properly registered for the action that is the purpose of these rules, which shall result in a total of ten (10) winners, users who have not registered properly for the action being excluded.
- d) All participants shall be assigned a sequential number according to the chronological order of participation, in order to have a consecutive number range (for example from 1 to 50).
- e) The draw, if applicable, shall be made using a computerised system to select a random combination to choose thirty (30) sequential numbers from those assigned to participants who have registered correctly for the action. The first five (5) of those who have chosen the PS4 version of the videogame and the first five (5) who have chosen the Xbox One version of the videogame shall be granted the status of "winners" and the ten (10) remaining participants for each version (PS4 or Xbox One) shall be granted the status of "reserves", in order of priority in accordance with order of registration.
- f) The draw shall take place before a Notary Public, on 12 September 2018.
- g) Once the draw has been held, the Notary Public shall terminate the proceedings, stating the identification of the winning participant (name and surname), as well as the reserves.
- h) The result of the draw shall be notified to the winning participant via the email given for the purposes of taking part in the activity, along with the information relating to the logistics of delivery and collection of the prize.
- i) By taking part in this activity, the participants of legal age, and in the case of minors, their parents or legal representatives of legal age who hold or have been assigned their legal guardianship, EXPRESSLY AGREE (i) to these conditions, and (ii), if they are the winners of the activity, to the CLUB sending them an email to the address provided for the purposes of taking part as a means of checking, for all purposes, communications by FC BARCELONA, indicating the aforementioned condition. This shall take place the week after the draw. Should it not be possible to contact one of the winning participants within twenty-four hours (24 hours) starting from the moment the first notification occurs, for any reason or circumstance beyond the CLUB, the winner shall lose his/her rights to the prize, it being awarded to the first reserve and so on successively.
- j) The participant who wins the prize must accept it, or in the case of minors, their parents or legal representatives of legal age who hold or are assigned their legal guardianship must expressly declare their acceptance or rejection. In the first case, the instructions provided by FC BARCELONA regarding the logistics of delivery and, if applicable, collection of the prize, must be followed strictly.

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## CONDITION 6. PRIZE.

Each of the winners, either by direct allocation or by draw, shall win one of the ten (10) PES2019 Pro Evolution Soccer videogames signed by Coutinho, five (5) for PS4 and five (5) for Xbox One, depending on the version that they selected at the time of registration to participate in the draw.

Once the product has been delivered to the winner, no changes will be allowed.

## CONDITION 7. ACCEPTANCE OF THE PRIZE.

The participating of legal age or, if a minor, his/her legal representatives, who wins the activity, once his/her condition of winner is notified, must give an express response via email before the prize is issued and, if applicable, before it is received, stating his/her (i) acceptance or (ii) rejection of the prize that has been won in order for the following to take place:

a) In the case of acceptance, proceeding to issue the prize under the terms and conditions that shall be given to the winning participant by the CLUB, signing a document containing express acceptance of the corresponding prize and the receipt thereof in conformity, declaring that he/she cannot hold FC BARCELONA liable or make demands thereof.

If the winning participant is a minor, his/her legal representatives must accept the prize in his/her name under the terms and conditions set out in the previous paragraph.

b) In the case of rejection or non-acceptance of the prize, this must be done in writing. If the winning participant is a minor, his/her legal representatives must reject or not accept the prize, whichever is the case, in his/her name under the terms and conditions set out previously. In this case, the CLUB hereby states that the aforementioned prize may not be exchanged for another or for its cash value, the condition of winner automatically being transferred to the first reserve, the aforementioned prize being awarded to him/her following the same procedure, and so on successively.

## CONDITION 8. IMAGE RIGHTS

The winning participant in accordance with the conditions set forth herein and, in the case of a minor, his/her legal representatives, expressly consent to FC BARCELONA, under their absolute responsibility for all purposes, to capture their images (including image, name and voice) through the photographs and/or audiovisual recordings that may be made, individually or jointly, by FC BARCELONA staff or third parties authorized by it when the aforementioned prize is issued for a promotional use, as well as the participation in any interview and/or documentary that may be made; To such aim, FC BARCELONA shall be authorized in order to use the aforementioned graphic and/or audiovisual material, as well as copies thereof, to be used wholly or partially for advertising events, and/or notices relating to this activity in any of the CLUB's means of communication, directly by FC BARCELONA or through any third authorized party. The participant

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hereby waiving any compensation and/or any claim for taking and/or keeping such photographic images and/or audiovisual recordings and the transfer of rights of use. According to the foregoing, the media and advertising and promotional notices in which the winning participant may appear (either individually or collectively), is and shall be owned by the CLUB. All participants state that they have all the necessary rights and legitimations regarding the assignments and authorizations set forth herein, responding to any third party claim that FC BARCELONA may receive regarding the use of the image authorized herein.

## CONDITION 9. DEPOSITING THE CONDITIONS BEFORE A NOTARY PUBLIC.

The conditions of this activity shall be deposited before a Notary Public of the *Il·lustre Col·legi de Notaris de Catalunya* (Bar of Notaries of Catalonia).

## CONDITION 10. ACCEPTANCE OF CONDITIONS.

Participation in this action supposes express and complete acceptance, without reserve of:

- a) these regulations.
- b) the system for entry and the draw.
- c) the use and treatment of the personal data of the participants under the terms established by these regulations.
- d) sending of electronic communications for commercial purposes, provided that the participant has issued his express consent for said purposes.
- e) the use, disclosure and publication of photographs and/or audiovisual recordings under the terms established by these regulations.

Should there be any divergences regarding the action and/or the interpretation of these regulations, the competent party to deal with any arising litigation shall be the Courts and Tribunals of the City of Barcelona, such that the participants in this action expressly renounce any other jurisdiction that could correspond to them.

If participants who are minors take part in the activity, this shall always be done with the consent of their parents and/or person of legal age who hold guardianship and custody of them.

## CONDITION 11. COMMUNICATIONS FOR THE ACTIVITY.

Communications for the activity and the draw, if applicable, as well as the process thereof, shall be described in FC BARCELONA's means of communication such as the CLUB's official website ([www.fcbarcelona.com](http://www.fcbarcelona.com)) where these conditions may also be found.

The winning participant shall receive communications by email to the address provided for the purposes of taking part in the activity subject to these conditions.

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