



# FC BARCELONA

## TERMS ADDRESSED TO "BARÇA FANS" NEWSLETTER SUBSCRIPTION "Draw 2 VIP tickets for the Champions League round of 16 at the Camp Nou" (-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 "Draw 2 VIP tickets for the Champions League round of 16 at the Camp Nou" (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.

From the drawn to be held, one (1) person shall be named the winner out of who take part in the activity. The winner will receive the prize indicated in Condition 6.

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 26 November 2018 and shall end on 17 December 2018 at 12:00 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.

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

a) DATA CONTROLLER: Your data will be processed by FC BARCELONA, located in at Carrer Arístides 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.

### MÉS QUE UN CLUB

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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.

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.

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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.

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.

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- 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.
- b) In the event that only one (1) participant takes part in the activity, the draw shall not be held as he/she shall automatically be the winner. Therefore, this person shall be awarded the prize directly, without the draw being necessary. If one of the options was not selected by any of the participants it will not be necessary to carry out the draw for that player’s signed shirt as the prize will automatically be cancelled
- c) Otherwise, a draw shall be held, solely between participants who have correctly signed up for the activity subject to these conditions, resulting in one (1) winner. Therefore, participants who do not sign up correctly for the activity shall be 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 held, shall be completed using a computer system, which according to a random combination chosen by computer, shall choose eleven (11) sequential numbers from those assigned to participants who have signed up correctly for the activity. The first one (1) shall be the “winner”, and the remaining ten (10) shall be “reserves”.
- f) The draw shall take place before a Notary Public, on 18 December 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. If it is not possible to contact the winning participant 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.

## CONDITION 6. PRIZE.

The winning participant whether by direct allocation or the draw, shall obtain the prize indicated below:

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- a) Two (2) VIP entries (one (1) for the winner and one (1) for the companion whom they voluntarily determine), to attend the match of the Champions League round of 16 2018/19 season at the Camp Nou stadium.
- b) Two (2) return plane tickets (one (1) for the winner and one (1) for the companion whom they voluntarily determine). The specific dates and itinerary will be determined exclusively by FC Barcelona, depending on the place of residence of the winner, and the maximum value of transport will be two thousand euros (€ 2,000).
- c) Double accommodation for one (1) night (hotel to be determined exclusively by FC Barcelona) for the winner and, as the case may be, for the companion whom they voluntarily determine.
- d) The expenses corresponding to taxi trips indicated below: (i) A round trip from Barcelona airport to the hotel determined by FC Barcelona as part of the prize; and (ii) A round trip from the hotel to the "Camp Nou" stadium in Barcelona.

In the event that the winner is a minor (under 18 years of age), he/she must attend the game that is the subject of the prize accompanied by one (1) adult, who may be any of his/her parents or the person of legal age assigned as his/her legal guardian.

In no case does the prize includes any other concept other than that described above, either for the winner or, if applicable, for their companion.

## 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. TICKETS THAT ARE THE OBJECT OF THE PRIZE

The use and enjoyment of the tickets that make up the prize shall be in conformity with the following conditions:

- a) Entrance to the stadium shall be subject to compliance with:
  - The regulations of the Camp Nou stadium in Barcelona.
  - The stipulations of any applicable regulations regarding access, security, safety, etc.
  - Actions that, for reasons of security, may relate to entrance to the stadium, such as inspections, searches, etc.

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b) The two (2) tickets that make up the prize that is the purpose of these regulations are personal and non-transferable. They must therefore necessarily be used by the winner and companion that the winner assigns at his/her sole and exclusive criteria, and each of these shall be responsible for the good use of the same. Consequently, sale of the tickets and/or any other kind of onerous transfer and transmission of the same is strictly forbidden, as is their use for advertising, marketing or promotional purposes (including competitions, gifts and/or draws), which could lead to automatic cancelation of the same with no right to compensation and/or reimbursement of the cost.

c) FC Barcelona informs the winner and his/her companion that the club and/or the RFEF (the body responsible for the organising the MATCH) reserve the right to ask any persons attempting to enter the stadium to show official documents accrediting their identity (DNI, NIE, passport, etc.). If anything untoward is detected, such as the lack of correspondence between the identity of the winner (and/or their companion) and the bearers of the tickets, entrance by the aid persons to the stadium shall be refused, and the tickets shall be handed over to FC BARCELONA, to the RFEF or to the staff designated by the owners of the stadium or the competent authorities in that respect (e.g. private security, security forces), and shall be automatically cancelled, with no right to compensation and/or reimbursement of the cost.

d) The winner and their companion must keep hold of the ticket not only during the match but also as long as they remain on the stadium premises, and must show these tickets to any staff designated by FC BARCELONA, the RFEF or the competent authorities in this respect should any of these so request.

e) FC BARCELONA shall not be held responsible for any loss or theft of the tickets that are the purpose of the prize and therefore shall not issue duplicate copies of the same.

f) Notwithstanding the consequences established for each of the aforesaid irregularities, any of these offences shall also be reported to the FC Barcelona Disciplinary Board in order for it to adopt any corresponding measures, and to any corresponding authorities, in order for these to adopt any corresponding administrative, police and/or legal measures.

## CONDITION 9. 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 around the world and indefinitely, 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 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 10. DEPOSITING THE CONDITIONS BEFORE A NOTARY PUBLIC.

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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 11. 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 12. 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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