



**FCBARCELONA**  
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**TERMS ADDRESSED TO THE COMMUNITY "BARÇA FANS"**  
**"Official Kits"**  
**(-2017/2018 sport season-)**

**CONDITION 1. SCOPE.**

FUTBOL CLUB BARCELONA (hereinafter referred to as FC BARCELONA or the CLUB) shall promote an activity called "Official kits" (hereinafter referred to as the "activity") aimed solely and exclusively at those who hold and maintain the status of "Barça Fans", 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)), social media of FC Barcelona and the mailings the CLUB sends its "Barça Fans" community.

From all the participating "Barça Fans", a draw will be held from which three (3) winners will be selected, whose prize shall be one of the three official strips, first, second and third respectively, of the FC Barcelona football first team for this season.

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

The participation period for the activity shall begin on 8 February 2018 and end on 18 February 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 all the "Barça Fans" who want to take part in the process and course of the activity and the draw.

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

In accordance with Organic Law 15/1999 of 13 December on Protection of Personal Data (LOPD) and Spanish Law 34/2002 of July 11 on Information Society and Electronic Commerce Services, FC BARCELONA hereby informs "Barça Fans" participating in the activity, that their data such as their email address provided voluntarily for the purposes of registering and identifying as a "Barça Fan" in order to participate:

- a) Shall be compared with the data already in the "Barça Fans" database (which consists of the authorized file, the CLUB being responsible therefor) to verify that it matches and for correction purposes.
- b) In the case that the data is not registered (for example, email), it shall be incorporated into the file and used to promote the "Barça Fans" community and/or group.
- c) Furthermore, the CLUB shall be granted authorization to make the communications it deems appropriate in relation to the activity and the draw subject of these conditions, and also those it considers necessary to inform them of sporting, social and/or any other events it may organize and develop, in compliance with the aims set out in its articles of association, and to send promotions and commercial offers related to the services and products of the CLUB or third parties sponsors with FC BARCELONA pertaining to the industry or activity of consumer goods of leisure, air transport, sports textile, appliances, e-commerce among others; provided that the data for communications is processed directly by the CLUB or an authorized third party that provides services to FC BARCELONA.
- d) All the data included in the aforementioned file are confidential and can only be used under the terms and conditions set out herein.
- e) The name and surname(s) of the winning "Barça Fans" will be published on FC BARCELONA's official website, along with the image(s) that he/she may send at the request of the CLUB.
- f) However, "Barça Fans" participants who are of legal age, and in the case of minors, their legal representatives in their name and on their behalf, may at any time exercise their right to access, opposition, rectify and/or cancel by sending notification in writing, together with a photocopy of the person's in question ID, and in the case of minors, also a photocopy of the minor's ID (if applicable) to the party responsible for the file, FC BARCELONA, at its headquarters: Avinguda Aristides Maillol, s/n, 08028 Barcelona, or to the following email address: [lopd@fcbarcelona.cat](mailto:lopd@fcbarcelona.cat), specifically stating the right exercised and the reasons why.

For the above purposes, in the case of "Barça Fans" not of legal age, who effectively participate in the activity, all relevant, mandatory consents and authorizations shall be deemed as granted for all purposes and without reservation by adults who hold their legal guardianship and who act in their name and on their behalf, exempting FC BARCELONA from any liability in this regard. In the event that there is an error in the data provided by participating "Barça Fans" and, more specifically, the winning "Barça Fans" for any reason or circumstance, making it impossible to identify and/or contact him/her, the CLUB shall be released from all liabilities, the winner losing his/her right over the prize, which shall be awarded to the first reserve and so on successively.

**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) Have the status of "Barça Fan" and maintain it for at least until the date of the draw, scheduled for 19 February 2018.
- b) Have an email address which is "registered" in FC BARCELONA's "Barça Fans" database.
- c) Register as a "Barça Fan" on <https://www.fcbarcelona.com/fans/card/draw-official-kits-fcb>, providing the data required for such purpose: (i) name, (ii) surname(s), (iii) country (iv) email address, (v) date of birth.
- d) Each "Barça Fan" participant can take part once (1) in the draw 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.

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e) 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 case that between one (1) and three (3) "Barça Fans" participate, the draw shall not be held as they shall automatically be the winners. Therefore, these persons 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) In the event there is more than three participants, a draw shall be held, solely between "Barça Fans" participants who have correctly signed up for the activity subject to these conditions, resulting in three (3) winners. Therefore, "Barça Fans" participants who do not sign up correctly for the activity shall be excluded.
- d) All "Barça Fans" 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 it goes ahead, this will be conducted using a computerised system that shall pick a random combination to randomly select thirty three (33) sequential numbers from those assigned to the entrants. The first three (3) shall be granted "winner" status and the thirty (30) others shall be granted "reserve" status, in order of priority established in order of registration.
- f) The draw shall take place before a Notary Public, on 19 February 2018.
- g) Once the draw has been held, the Notary Public shall terminate the proceedings, stating the identification of the winning "Barça Fans" (name and surname), as well as the reserves.
- h) The result of the draw shall be notified to the winning "Barça Fans" 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 "Barça Fans" 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 "Barça Fans" within twenty-four hours (24 hours) starting from the moment the first notification occurs, for any reason or circumstance beyond the CLUB, the winners shall lose his/her rights to the prize, it being awarded to the first reserve and so on successively.

#### **CONDITION 6. PRIZE.**

The "Barça Fans" winners will be given one of the three official FC Barcelona football first team kits from the 2017/18 season respectively, the first winner getting the first strip, the second winner getting the second strip and the third winner getting the third strip.

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

If the winning "Barça Fan" rejects and/or loses his/her right to the prize, it will be transferred to the reserve "Barça Fan" who, not being the winner in the first place, came after the original winning "Barça Fan" according to the extraction of sequential numbers of participating "Barça Fans".

#### **CONDITION 7. ACCEPTANCE OF THE PRIZE.**

The participating "Barça Fans" 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) If the prize is accepted, then it will be given to each "Barça Fan" winner, under the conditions that the CLUB will inform them about, 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 "Barça Fan" 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 "Barça Fan" 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 "Barça Fan", the aforementioned prize being awarded to him/her following the same procedure, and so on successively.

The prize is non-transferable and the winning "Barça Fan" may not transfer it to a third party.

#### **REGULATION 8.- IMAGE RIGHTS**

The winning "Barça Fans" pursuant to the present rules, and his/her legal guardians in the case of minors, issues express consent for FC BARCELONA, at his or her absolute liability for all purposes, to record their image (including image, name and voice) by means of photos and/or audiovisual recordings that may be made individually or severally by personnel from the FC BARCELONA or third parties authorized by the same, at the time of delivery of the said prize, for advertising purposes, as well as participation in possible interviews and/or reports. For said purposes, FC BARCELONA shall be authorized to make use of the aforesaid graphic and/or audiovisual material, as well as copies thereof, to be used wholly or partially for advertising and/or notices relating to this activity, or others, on any of the communication assets belonging to FC BARCELONA, the participant hereby relinquishing any payment and/or claims of any nature, in return for the taking of photographs and/or recording of audiovisual materials, and their storage and the transfer of treatment rights. In relation with the aforesaid, current and/or future advertising and/or promotional

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supports and/or assets in which the image of the winning "Barça Fans" may appear (either individually or as part of a group), are and shall be the property of FC BARCELONA.

All participants declare that they hold the necessary rights and legitimacy to grant the transfers and authorisation as described herein, and shall answer to any third party claims that FC BARCELONA might receive regarding the use of the images as authorised 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 the activity implies full, express acceptance of the following without reservation:

- a) these conditions.
- b) the participation and draw process.
- c) the use and processing of personal data from "Barça Fans" participating under the terms and conditions set out in these conditions.
- d) the reception of electronic communications with commercial purposes.
- e) the use, dissemination and publication of photographs and/or audiovisual recordings under the terms and conditions set out in these conditions.

If there are disagreements regarding the activity and/or the interpretation of these conditions, the Courts and Tribunals of the City of Barcelona are deemed competent to rule on any disputes that may arise, therefore "Barça Fans" participating in this activity expressly waive any other jurisdiction that may correspond to them.

If "Barça Fans" 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 "Barça Fans" 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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