



**FC BARCELONA**  
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**TERMS ADDRESSED TO THE COMMUNITY "BARÇA FANS"  
"Shirt Champions Liga 2018"  
(-2017/2018 sport season-)**

**CONDITION 1. SCOPE.**

FUTBOL CLUB BARCELONA domiciled in Calle Aristides 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 "Shirt Champions Liga 2018" (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 the drawn to be held, one (1) person shall be named the winner out of all the "Barça Fans" who take part in the activity. The winner shall get a special shirt Champions Liga 2018.

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 29 April 2018 and shall end on 9 May 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.**

We inform you that the details you have supplied shall be included in files belonging to FC Barcelona, for the management of the Barça Fans programme, whereby your details will be used for the following purposes:

- To manage your user account;
  - To provide you with access to exclusive contents and services for users of the Barça Fans programme;
- Likewise, and as long as you have issued consent by checking the respective boxes for said effect on the registration form, we shall use your details to:
- To send you the Barça Fans programme newsletter, which will always be personalised and adapted to your interests.
  - To issue additional information in relation with FC Barcelona, such as for example, opinion surveys, invitations to events, or the club's own products such as discounts or promotions for match tickets, merchandising, digital products, etc.
  - To send information, discounts, or promotions from third parties with which FC Barcelona might have commercial relations or partnerships, such as for example the FC Barcelona Foundation or club sponsors, who are entitled to undertake actions that are specifically aimed at Barça Fans.

All communications may be adapted and personalised to the user's interests, either on the basis of the requested products and services, or on the basis of data that we can deduce or obtain from their browsing, interest in certain contents, reactions to our communications, among others. Said personalization shall be undertaken in a partially automated manner, in the sense that the club determines the personalisation parameters, but it is the technological platform that generates the user profile. We do not send general communications that are not segmented pursuant to the aforesaid procedure, as we believe that it is in the interest of the club and the users of the Barça Fans programme for information sent or received to be relevant, and because not segmenting would not alter the number

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of communications received by users of the Barça Fans programme, but merely the content of the same. In this regard, if any user of the Barça Fans programme does not wish to be segmented, we ask them not to subscribe for communications from the Barça Fans programme.

In no case shall your details be used outside of the European Union, or transferred, sold, leased or provided to any third party in any way, apart from those that supply services to FC Barcelona, who perform certain actions for the club, but under no circumstances for their own interests.

All of the data that you provide to us, or that we can deduce from the provision of services associated with the Barça Fans programme, shall be used indefinitely as long as you form part of the Barça Fans programme, or until, by any means available pursuant to the technology available at any given time, FC Barcelona might consider that you no longer have an interest in forming part of the club or receiving its communications. Once you cancel your subscription or we consider that you no longer form part of the club as stated above, your details may be conserved for the legal period as applicable at any time in order for the club to comply with applicable regulations.

At any moment, you are entitled to oppose any of the uses described above, and this shall bear no consequences upon your status as a Barça Fan, unless you cancel your membership of the programme.

Likewise, you may exercise your rights to access, rectification, suppression, opposition, limitation or portability by sending a written communication to the Comisión de Protección de Datos at the following address: Avda. Aristides Maillol, S/N, 08028 de Barcelona

(Spain), or by email to [lopd@fcbarcelona.cat](mailto:lopd@fcbarcelona.cat). Additionally, you may file a claim to the competent governing body if you consider that FC Barcelona has used your data in a manner that breaches this privacy policy or any related and applicable standard.

#### **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 10 May 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-shirt-liga2018>, providing the data required for such purpose: (i) name, (ii) surname(s), (iii) country (iv), postcode, (v) email address, and (vi) date of birth.
- d) Each "Barça Fan" 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.
- 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 event that only one (1) "Barça Fan" 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 "Barça Fans" participants who have correctly signed up for the activity subject to these conditions, resulting in fifteen (15) 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 held, shall be completed using a computer system, which according to a random combination chosen by computer, shall choose fortyfive (45) sequential numbers from those assigned to participants who have signed up correctly for the activity as indicated in foregoing paragraph c), which must correspond with emails in the "Barça Fans" database. The first fifteen (15) shall be the "winner", and the remaining thirty (30) shall be "reserves".
- f) The draw shall take place before a Notary Public, on 10 May 2018.
- g) The emails must correspond to registered "Barça Fans". Otherwise, the reserves shall be contacted. The following will be asked for checking purposes: (i) name, (ii) surname(s), (iii) nationality and, if applicable, (iv) member status.

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- h) Once the draw has been held, the Notary Public shall terminate the proceedings, stating the identification of the winning "Barça Fan" (name and surname), as well as the reserves.
- i) The result of the draw shall be notified to the winning "Barça Fan" 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.
- j) 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 Fan" 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.
- k) The "Barça Fan" 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 "Barça Fan", whether by direct allocation or the draw, shall obtain the prize: a special shirt Champions Liga 2018.

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

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

The participating "Barça Fan" 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 "Barça Fan" 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 "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.

#### **CONDITION 8. IMAGE RIGHTS**

The winning "Barça Fan" 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 "Barça Fan" 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 "Barça Fan" may appear (either individually or collectively), is and shall be owned by the CLUB.

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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 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 Fan” 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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