

LEGAL TERMS FOR “VISIONS OF MADRID” CONTEST

MADRID DESTINO CULTURA TURISMO Y NEGOCIO S.A. (further on, “MADRID DESTINO”) with its registered office in Madrid, C/ Montalbán 1, 7th floor, Postal Code 28014 and CIF number A-84073105, is a municipal company belonging completely to Madrid City Council. Its social objective, among other activities, is the management of municipal politics of touristic information and promotion of the city of Madrid and projection and diffusion of its image nationally and worldwide.

MADRID DESTINO, intending to promote the city of Madrid’s tourism, as well as the dynamization on the Official Page of the city of Madrid’s Facebook (www.facebook.com/MadridCiudad) and Instagram (<http://instagram.com/madridciudad>), and loyalty of its fan community, has decided to hold the present contest, under the title of “Visions of Madrid”, in which it will be allowed the participation of any person who fulfills the established conditions in these Terms, available for consultation at the same Facebook profile.

1. OBJECTIVE

The objective of these present Terms is to define the functioning of the contest by merits “VISIONS OF MADRID”, in which a prize of a trip for two people to Madrid will be given to the photography that best represents the city of Madrid’s values, that will be chosen by a jury among the 20 most voted pictures published on Madrid’s Facebook fan page.

2. PARTICIPATION REQUIREMENTS AND TERRITORIAL SCOPE

To be able to participate in this present contest, these requirements must be fulfilled:

- To be a person at least 18 years old, or of legal age in his/her country of origin.
- To be registered as a user on Facebook www.facebook.com and like the city of Madrid’s official Facebook profile (www.facebook.com/MadridCiudad), as well as being registered as a user on Instagram.

The directive staff and its employees, as well as collaborators, contractors and/or personnel subcontracted directly or indirectly of MADRID DESTINO will not be allowed to participate in the contest “VISIONS OF MADRID”. If this situation is to happen, and the prize has already been claimed, they will be forced to pay the monetary amount of the prize as well as any monetary compensation that might need to cover any possible damages.

The territorial scope of this contest is for residents living in Brazil, Italy, Denmark, Germany, Mexico, USA, United Kingdom and France.

3. DURATION

Participation in this contest will begin December 19th 2013 at 00:01 hours and will finish February 14th 2014 at 23:59 hours (Madrid local time, GMT +1).

The winner of the contest will be announced February 21st, 2014.

4. WAY TO PARTICIPATE IN THE CONTEST

The participation in the contest is free and will have no cost or additional charge.

The contest will take place through Madrid's Facebook fan page and its Instagram profile.

To participate in the contest, the users must follow this procedure:

- Click “like” on the official Facebook page of city of Madrid (www.facebook.com/MadridCiudad) (in the possible case of not being a fan).
- Then, the user must upload from his/her personal Instagram profile one image of Madrid with the hashtag #VisionsofMadrid. The competitor must be the author of the image or have its rights.
- The shared picture for the contest can be an image of Madrid, a drawing of the city or any other image that reflects Madrid's essence.
 - The contender can invite his/her friends to vote for his/her submission sharing the application that will be activated for the contest's management on Facebook “Visions of Madrid” https://apps.facebook.com/vision_of_madrid
- The images will be subject to control and moderate, so that the submissions that don't meet the requirements will be eliminated and discarded immediately from the contest. Those who are approved by MADRID DESTINO, will be displayed in the image gallery of the Facebook application “Visions of Madrid” https://apps.facebook.com/vision_of_madrid and will be able to be voted and shared by all the users that have clicked “like” on Madrid's official Facebook page.

The management and storage of the submitted images will be done according to the established conditions of Facebook and Instagram. MADRID DESTINO has no association with Facebook or Instagram and is not responsible for such conditions.

4.1. Participant's image restrictions

In order to approve the image for the contest, and therefore the possible winner, it must fulfill the following requirements:

- The image can't undermine in any way people's dignity, the right to honor, personal and familiar privacy and their own image go against young or infant people's rights or any other fundamental right recognized constitutionally, as well as any way of racial or sexual discrimination that condones violence or criminal activity.
- The image must not infringe or violate any right of a third person, including but not limited the copyrights, intellectual and industrial property rights, contract or license agreements, publicity, privacy, etc.
- The image must not include or be accompanied by any content that could be considered offensive for MADRID DESTINO and/or could harm the name, reputation, fame, image or good will of MADRID DESTINO and/or any other society bound to it. If this situation is to happen, MADRID DESTINO reserves the right to delete de image, excluding automatically its participation from the contest.
- The image must not, including but not limited, mention and/or refer to other brands, logotypes, emblems or similar, images, commercial names, domains or any other symbol, denomination intellectual and industrial property right of any other public or private entity and/or any other third party (natural or legal person).
- By publishing an image and participating in such contest, the participant gives MADRID DESTINO the right to use and publicly communicate of such image in the city of Madrid's official Facebook profile, as well as other communication media managed by MADRID DESTINO, in order to promote the participation in the contest

Those participants who do not follow all of these requirements will not be able to participate in the contest.

Furthermore, images that don't follow the theme of the contest or that go against moral standards and public order, as well as the jury's good judgment, will be automatically excluded.

5. WINNER'S ELECTION, PRIZE AND ANNOUNCEMENT

5.1. Winner's election

The winning image will be chosen among the 20 most voted images from the application "Visions of Madrid" https://apps.facebook.com/vision_of_madrid, by a jury composed of MADRID DESTINO employees, that believe that better represents the city of Madrid's spirit and will become the winner of the contest. In addition, three (3) alternatives will be selected, in the event of the winner not being able to or not wanting to accept the prize

When choosing the winning image among the 20 most voted, and the 3 alternatives, the contest Jury will value criteria such as image quality, artistic beauty, creativity, originality and the best representation of Madrid's values.

5.2. Prize

The winner will receive the prize of one (1) trip to Madrid for two (2) people consisting of:

- Two round-trip airplane tickets from the winner's city of residence to the city of Madrid.
- 2 night stay for two people in a 3 or 4 star hotel in regimen of lodging and breakfast.
- A cultural activity pack for two people: Madrid Card for 24 hours, a Madrid City Tour route, tour of the Bernabeu Stadium.

The prize can be used between April 1st 2014 and September 30st 2014, subject to availability of flights and accommodation.

The prize is limited to the above, and anything additional is excluded and will be under the winner's responsibility.

The prize cannot be exchanged, altered or paid in cash, and is not transferable to any third party.

The prizes listed in this contest are subject to the corresponding tax legislation and MADRID DESTINO will execute any withholding and deposits that may apply. The winner is responsible for any remaining tax obligations.

5.1. Winner's announcement

Once the contest is over, February 21st 2014, MADRID DESTINO will announce the contest's winner through the application that will be on the city of Madrid's official Facebook **profile "Visions of Madrid"** https://apps.facebook.com/vision_of_madrid and MADRID's official Instagram account (<http://instagram.com/madridciudad>).

Consequently, the winner must write a private message through Facebook to the city of Madrid's official profile (www.facebook.com/MadridCiudad) providing his/her e-mail address,

that has to coincide with the winner's e-mail on Instagram. Once the winner's e-mail is received, and verified as the e-mail linked to the winner's Instagram, MADRID DESTINO will get in contact with him/her through e-mail, requesting the necessary information to issue the prize and inform him/her of its terms and conditions.

If there is no response from the winner in 48 hours from its notification through Instagram, he/she will no longer be awarded, the prize being passed on to the next alternative selected image, and so on.

6. INTELLECTUAL PROPERTY

All those who participate confirm that the images that are submitted are free of liens or charge that infringe third party's rights. In any case, the contestants will hold harmless MADRID DESTINO from any claim, complaint or lawsuit from third parties related to the possible rights that could have to do with the images.

MADRID DESTINO reserves the right to demand from the contest participants to confirm the ownership of the images submitted.

The contestants just by publishing an image authorize the public communication of their images in MADRID DESTINO's Internet portal and social media profile, as well as any other media that is considered appropriate to advertise the contest, from the beginning on the contest until the winner is announced.

The winning contestant will grant MADRID DESTINO the image's reproduction, communication and transformation rights during the maximum duration of these rights and with no geographical limits.

Participating in the present contest means handing over the right of use, distribution, exploitation, exportation, diffusion, reproduction and/or publication through any media MADRID CIUDAD might find convenient of the participating images, free of charge or not, with the possibility of being modified or transformed, always respecting the moral rights of the authors, with no possible monetary compensation, refund or payment or any other economic rights in favor or the participants. The rights are not exclusive and it will be possible to grant it to third parties.

7. RESERVATION AND RESPONSABILITIES

7.1 MADRID DESTINO reserves the right to cancel the contest at any time and for any reason. MADRID DESTINO reserves the right to modify or add annex about prizes and functioning, as long as they are all justified and don't damage the contestants and are correctly exposed.

7.2 MADRID DESTINO will not be held responsible for not being able to contact the winners or deliver the prize if the personal information submitted by the participants is incorrect or incomplete. MADRID DESTINO will not be held responsible of the information given by the contestants, in which they guarantee that their information is exact and accurate, and otherwise, not being able to claim anything to MADRID DESTINO or any society bound to it. The contestants will be responsible for any eventual harm and/or damage caused to MADRID DESTINO or any society linked to it and/or any third party, derivative by the submission of inaccurate information.

7.3 MADRID DESTINO reserves the right to disqualify any contestant that act in an abusive or fraudulent way, or to those participants or winners who cheat, conceal or falsify any information or fail to complete any of the conditions gathered in these Terms.

7.4 MADRID DESTINO will not be responsible of the images or any other information published by the participants in any case.

7.5 MADRID DESTINO will not be responsible if the prize is granted to a winner who is not of legal age, because he/she falsified or hidden the personal information requested for his/her participation.

7.6 MADRID DESTINO isn't responsible of the possible fortunate eventualities that could affect the contest's development, technical traffic errors, Internet connection's congestions or failures, or the temporary unavailability of the web pages in which the contest is held.

7.7 The present promotion is not sponsored, guaranteed, managed or associated in any way by Facebook or Instagram. The personal information given to MADRID DESTINO's contest will not be given in any moment to Facebook or Instagram, two entities that will not access the personal data under any circumstance and decline any responsibility that could originate from MADRID DESTINO's contest.

8. PERSONAL DATA PROTECTION

The handling of the contestant's personal data will be according to the terms and conditions reflected in these Terms.

MADRID DESTINO informs the participants of the contest that the personal information will be incorporated to a file with the only and exclusive purpose of managing their participation in the contest and communicating with the winner in order to give him/her the prize.

By participating in this contest, contestants authorize the handling of their information according with these clauses.

The owners of the personal data can exercise their rights of access, rectification, cancellation or objection by writing to MADRID DESTINO CULTURA TURISMO Y NEGOCIO, S.A., through e-mail to infousuarios@esmadrid.com with the subject "Personal information - Contest VISIONS OF MADRID"; or through postal mail to the address of MADRID DESTINO listed in the opening of this document using the same reference.

9. CONTEST OWNERSHIP

By participating in this contest, the contestants agree and guarantee towards MADRID DESTINO that they will not use, spread, distribute, publish, export, utilize, reduce or copy all or part of the content or design of this contest. The contents are solely and exclusively property of MADRID DESTINO and/or any other company linked directly or indirectly, and/or those third entities protected by current laws regarding intellectual and industrial property law. Therefore, the contestants will not use, spread, distribute, publish, export, exploit, reproduce or copy all or part of the content of this contest (including graphic brand, derivatives, inscription, phrases, etc.) without the express written and previous consent of MADRID DESTINO and/or any other company linked directly or indirectly to it. MADRID DESTINO and the companies linked directly or indirectly reserve the right to request the immediate withdrawal of any link or contents related to the present contest and/or any other communication material that has been used,

spread, distributed, published, exported, exploited, reproduced or copied and consequently infringing what is stipulated in these Legal Terms, in which MADRID DESTINO, as well as any other company linked directly or indirectly to it, reserves de right to claim for the caused damages and loss, and the sum of it, with no possibility to take legal action for the achievement of that purpose.

10. TERMS' DEPOSIT

The contest's Terms will be available through the application for the contest's management that will be set up in the city of Madrid's official Facebook page https://apps.facebook.com/vision_of_madrid

11. TERMS ACCEPTANCE

The contestants, just by taking part in the contest, accept the terms and conditions in these Terms, and MADRID DESTINO's judgment regarding the resolution of any issue that may come from its interpretation and/or application, as well as the way and place of the prize awarding, and MADRID DESTINO's communication of the winner's name.

Participating in this contest implies accepting Facebook's terms and conditions, that can be looked up at <http://facebook.com/terms.php>, as well as Instagram's terms and conditions, available at <http://instagram.com/about/legal/terms>.

12. APPLICABLE LEGISLATION AND JURISDICTION SUBMISSION

These Terms will be regulated according to the Spanish legislation.

Any claims shall be lodged in writing addressed to the registered office of MADRID DESTINO.

For the acknowledgement of any dispute that could arise regarding the understanding or implementation of these Terms, MADRID DESTINO and the contest participants expressly submit to the jurisdiction of The Courts and Tribunals of the city of Madrid.

Madrid, December 18nd, 2013.