

# **REGULATIONS FOR PARTICIPATION IN THE ACTION**

-"Support the 1st Team in the football match corresponding to the competition "El Clásico", match between FC Barcelona and Real Madrid" at the "Camp Nou" stadium in Barcelona on the day of 03/12/2016. (-2016/2017 sports season-)

## RULE 1.- SCOPE AND DURATION.

FUTBOL CLUB BARCELONA (hereinafter FCB) is to run an action to support the 1st Team in the football match corresponding to the competition "El Clásico", match between FC Barcelona and Real Madrid" at the "Camp Nou" stadium in Barcelona on the day of 03/12/2016., addressed at all supporters of FCB that regardless of their age, nationality of association to the Club, are interested in participating under the terms and conditions established herein via the following website: www.promo.fcbarcelona.com.

A draw shall be held from among the participants, from which one (1) single winner shall be chosen, who shall receive as a prize:

- a) one (1) set of two invitations for the winner and a companion as voluntarily determined by the former, to attend the aforesaid match.
- b) one (1) return boarding pass for the winner and another for the companion as voluntarily determined by the former or the cost of the air fare from the origin of the winner to the city of Barcelona, for a maximum value of two thousand euros (€2,000). Should the value of the winner's air fare and if applicable, that of the companion determined by the former sibe greater than two thousand euros (€2,000), the winner must assume at his/her own and exclusive cost the difference between the real value and the two thousand euros (€2,000) provided by FCB.

In this regard, it is specified that (i) departure on 02/12/2016 shall always be from the nearest airport to the city where the winner resides and (ii) the return shall be to the same airport on 04/12/2016, it being at the cost of the winner and if applicable his/her companion for all due purposes, to pay for any travel to the airport in question.

- c) Accommodation for two (2) nights at a hotel in Madrid (nights 2 and 3 of december of 2016), for the winner and the companion as voluntarily determined by the former.
- d) Expenses corresponding to travel between Barcelona airport and the hotel determined by FCB as an integral part of the prize and from the hotel to the airport, and from the hotel to the "Camp Nou" stadium in Barcelona and from the stadium to the hotel.

The winner may voluntarily designate one (1) single adult companion that (i) is not necessarily a family relation, (ii) nor has any type of association to FCB (e.g. member, supporters club member, fan, etc.)

For the aforesaid purposes, and in the case of minor entrants, their participation in each and every one of the phases corresponding to the action and as described in these rules (acceptance of rules, entry requirements, how the action works, acceptance of the prize, etc.), must be supervised always and under all circumstances by the person who holds the status of their legal guardian (custodian, guardian, curatorship, etc.). Therefore, FCB understands that the corresponding and perceptive consent and authorisation (acceptance of rules, entry requirements, how the action works, acceptance of the prize, image rights, collection and treatment of data of a personal nature, lawsuits, etc.) shall be understood to have been issued and without reserve by the persons that hold the status of their representatives, custodians or legal guardians and in their name exempt FCB from any liability in that respect.

Should the winners be minors (under 18 years), they must necessarily attend the match in the company of one (1) adult, who may be any of their progenitors and/or any other adult person who is assigned as their representative or legal guardian. If not, the ticket shall be rendered null and void and they shall lose all rights to the same.

The promotion of this action shall appear on the website <u>www.promo.fcbarcelona.com</u>, on the official FCB website (<u>www.fcbarcelona.com</u>), on the FCB social networks (e.g. "Twitter", "Facebook", etc.), and third party advertising channels.

## **RULE 2.- PUBLICATION OF DRAW REGULATIONS.**

These regulations shall be published on the website <u>www.promo.fcbarcelona.com</u>, on the official FCB website (<u>www.fcbarcelona.com</u>), on the FCB social networks (e.g. "Twitter", "Facebook", etc.), and third party advertising channels als in order to inform all persons that wish to participate of the system used for entry and the way that the draw works.

### **RULE 3.- DURATION OF INSCRIPTION PERIOD.**

The inscription period shall commence on Thursday 27 October and shall end on Sunday 27 November 2016.

### RULE 4.- ENTRY REQUIREMENTS AND SYSTEM.

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With the respect to the system used to enter, all persons with an interest in taking part in the action, regardless of whether or not they are associated to FCB in any way, as members, supporters club members, fans, etc., must meet all of the following requirements:

- a) Visit the website: <u>www.promo.fcbarcelona.com</u>, and fill in the form that FCB has prepared for the purpose of participation with the details requested therein, such as: name, surname, date of birth, province and country of residence, email, etc.
- b) Each form shall be assigned a sequential number in the order of entry/inscription, in accordance with the moment when this was done.
- c) Each entrant may enter one (1) single time, so any one person may only make one (1) inscription. FCB shall ensure that there is no duplication, so only one (1) inscription shall be admitted per entrant, and any additional entries by the same entrant shall be deemed null and void.
- d) One (1) single file shall be created containing all of the entrants that have duly filled in the form and that meet each and every one of the requirements established herein, regardless of the languages in which they do so.

### RULE 5.- HOW THE DRAW WORKS.

If only one person takes part in the action, there shall be no need for a draw. Therefore the prize shall be assigned directly to them, who shall automatically be deemed the winner of the said action.

Otherwise, if there are a higher number of entrants than one (1), a draw shall be held of all of those entries that meet the requirements established in the previous Rule 4 on 28 November 2016, subject to the following conditions:

- a) One (1) single file shall be made containing all entrants, who shall be numbered in sequential order in accordance with the moment when they have made the inscription for purposes of participating.
- b) The draw shall be made by random computerised combination to select one (1) sequential numbers from those assigned previously to each inscription depending on the moment when the entry was made. This chosen number shall be considered the prize winner and the remaining numbers shall be considered reserves.
- c) The random combination produced by the draw shall be performed in the presence of a Notary. Pursuant to the above, the assignation of the winning status and therefore the right to the prize, shall be in order of the draw. This shall commence by assigning the winning status to the first number in correlative order of the draw, and the remaining ones shall be deemed reserves as indicated in the previous point b). Therefore, the prize shall be assigned to the entrant that in correlative order of the draw corresponds to number "1" in the draw. Should the prize not be assigned to the first entrant, then the process shall continue with the entrant that has obtained the number "2" in order of the draw and so on successively until the file expires, whereupon if the prize has still not been assigned, the prize shall be unclaimed.
- d) Once the draw has concluded, the Notary shall draft minutes in which the identity shall be stated of the prize-winning entrant (name and surname and/or email address), and the remaining entrants, from the winner through the reserves, shall be ordered in a list of priority as determined by the sequential number established in accordance with the draw.
- e) Any failure to meet the requirements that is detected and controlled by FCB shall imply automatic annulment of the winning status, and the right to the prize shall be lost due to failure to meet the necessary and compulsory entry requirements.
- f) The winner of the prize, whether by direct assignation or by draw, shall be duly informed by FCB staff of the same either by telephone or email to the telephone number and/or email address that was provided on the entry form.
- g) Given the aforesaid, entry in the action supposes not only acceptance of and consent with the present rules, but also that the winner, whether by direct assignation or by draw, accepts and agrees that the communication made by email or by telephone (by the corresponding recording) by FCB to the email address or mobile/landline phone number that was provided in the entry form, serving as a means of proof, for all purposes, that said communication has been made by FCB, to inform that person of their winning status and of the logistics for the collection of the prize that said person has won.
- h) Should it not be possible to contact the winner within a period of twenty-four (24) hours counted from the moment of the first communication (by telephone and/or in writing), for any reason or circumstance for which FCB is not responsible, this person shall relinquish all rights to the prize, and FCB shall be entitled to make whatever use of the same that it deems convenient.
- i) The details (name and surname) of the winner shall be published on the official FCB website.

## RULE 6.- PRIZE FOR THE ACTION.





The elements making up the prize that shall be awarded to the winner as indicated in the previous Rule 1 shall consist of:

- a) one (1) double invitation for the winner and the companion as voluntarily determined by the former, to attend the aforesaid match.
- b) one (1) return boarding pass for the winner and another for the companion as voluntarily determined by the former or the cost of the air fare from the origin of the winner to the city of Barcelona, for a maximum value of two thousand euros (€2,000). Should the value of the winner's air fare and if applicable, that of the companion determined by the former sibe greater than two thousand euros (€2,000), the winner must assume at his/her own and exclusive cost the difference between the real value and the two thousand euros (€2,000) provided by FCB.

In this regard, it is specified that (i) departure will be on 2 of december of 2016 shall always be from the nearest airport to the city where the winner resides and (ii) the return shall be to the same airport on 4 of december of 2016, it being at the cost of the winner and if applicable his/her companion for all due purposes, to pay for any travel to the airport in question.

- c) Accommodation for two (2) nights at a hotel in Barcelona (nights 2 and 3 of december of 2016), for the winner and the companion as voluntarily determined by the former.
- d) Expenses corresponding to travel between Barcelona airport and the hotel determined by FCB as an integral part of the prize and from the hotel to the airport, and from the hotel to the "Camp Nou" stadium in Barcelona and from the stadium to the hotel.

Should the winner be a minor (under 18 years), this person must necessarily be accompanied by one (1) adult, who may be either of his or her progenitors and/or an adult person who is assigned as the legal guardian of the minor in question.

Under no circumstances may the prize include any other item different to that described previously either for the winner or, if applicable their companion.

# RULE 7.- ACCEPTANCE OF THE PRIZE.

FCB shall make an announcement to the winning members via personnel designated by FCB pursuant to clause 4a.e). These must provide an express response, declaring (i) <u>acceptance</u> of the prize (Rule 6) (ii) or (ii) whether they wish to purchase the ticket (-double in order to attend the match with a companion or only purchase one ticket and relinquish that of the companion-), therefore said communication must be made prior to the presentation and, if applicable, receipt of the prize in question:

- a) In the case of <u>acceptance</u>, to proceed with presentation of the prize pursuant to the conditions indicated by FCB. The winner must sign a document declaring his or her express acceptance of the corresponding prize and receipt of the same in conformity, declaring therein that he or she has no claims or demands to make against FCB. This person <u>must also provide</u>:
  - Their name and surname and, if applicable, that of their designated companion.
  - Their DNI, Passport, NIE and/or any other official document that accredits their identity and details, and, if applicable, that of their designated companion.
- b) In the case of <u>relinquishment or non-acceptance</u> of the prize, the winner must also declare this in writing. In such a case, FCB wishes to make it clear that the aforesaid prize may not be exchanged for any other, or for its monetary value, and that the winning status shall instead be passed to the first reserve, who shall be awarded the prize pursuant to the same procedure and so on successively.

For the aforesaid purposes, in the case of minors, perceptive acceptance and/or relinquishment, as appropriate, shall be understood to have been made under all circumstances and without reserve by the adults that hold the status of their legal guardians, in the name and representation of the same, thus exempting FCB from any liability in that respect.

The content of the prize must necessarily be used by the winner of the same. Hence, sale of any of the elements that make up the prize and/or any type of onerous transfer or transmission of the same shall be strictly prohibited and may imply automatic revocation of the prize and cancellation of its content without any type of compensation or reimbursement of the cost.

Should the winner fail to comply with the indications determined by FCB regarding the logistics for presentation of the prize, or with the period or times established and announced by FCB for said purposes, except by cause of force majeure and/or justified impediment, it shall be assumed that the prize has been relinquished due to failure to uphold the requirements established by FCB with regard to the said logistics for collection of the same, and FCB shall be entitled to make whatever use of the same that it deems convenient.





# Rule 8.- MISCELLANY.

- a) Access to the stadium shall be subject to compliance with:
  - The stipulations of current legislation and standards with regard to violence, racism, xenophobia and intolerance in sport (Law 19/2007 of July 11 and Royal Decree 203/2010, of February 26).
  - The regulations of the "Camp Nou" stadium in Barcelona.
  - Those stated in any regulations applicable to the subject of entrance, safety, health, etc.
- b) Likewise, and for security purposes, entrance to the stadium may be subject to:
  - Inspections.
  - Searches.
  - Etc.
- c) The ticket is personal and non-transferable only and exclusively under the terms established in the previous Rule 5. Therefore, they must necessarily be used by the winner and their companion, with each of these persons being held responsible for their proper use. Hence, sale of the tickets and/or any type of onerous transfer or transmission of the same shall be strictly prohibited, as well as their use for advertising, promotional or marketing purposes (including competitions, gifts and/or draws) and may imply automatic cancellation of the same without any type of compensation or reimbursement of the cost, as well as proceeding by reporting said conduct to the FCB Disciplinary Commission in order for it to take the necessary measures (in the case of members).
- d) FCB informs entrants in this action that the RFEF reserves the right to ask persons that intend to enter the "Camp Nou" stadium (Barcelona) for official documentation containing the holder's photograph and signature in order to permit identification (DNI, NIE, Passport, etc.). Should any anomaly be detected, such as the lack of any correspondence between the winner and the ticket or that of the companion, these persons shall be refused entrance to the stadium, and it shall become possession of FCB, RFEF the staff designated by the owner of the "Camp Nou" stadium or any competent bodies (e.g. private surveillance, private security forces), and thereby automatically rendered null and void without any type of compensation or reimbursement of the price, as well as proceeding by reporting said conduct to the FCB Disciplinary Commission in order for it to take the necessary measures (in the case of members) and to the corresponding authorities in order for these to take the corresponding administrative, police and/or measures.
- e) The winning entrant must keep the tickets not only throughout the full duration of the match but for as long as they remain on the FCB premises in general and inside the "Camp Nou" stadium in Barcelona, and shall be compelled to show them to the staff designated by FCB and/or RFEF or any competent bodies (e.g. private surveillance, private security forces), should they be so required.
- f) FCB shall not be held responsible for any loss or theft of tickets.
- g) Should any anomaly be detected in the ticket (falsification, imitation, tearing, etc.) or should they have been obtained via an unauthorised channel (theft, resale, etc.), the carriers of the same shall be refused entry to the stadium and it shall become possession of FCB, RFEF the staff designated by the owner of the "Camp Nou" stadium or any competent bodies (e.g. private surveillance, private security forces), and thereby automatically rendered null and void without any type of compensation or reimbursement of the price, as well as proceeding by reporting said conduct to the FCB Disciplinary Commission in order for it to take the necessary measures (in the case of members) and to the corresponding authorities in order for these to take the corresponding administrative, police and/or measures.

## Rule 10.- IMAGE RIGHTS.

The winner pursuant to the present rules issues express consent for FCB and declares that he or she has obtained similar consent for the companion that he or she has designated at his or her own sole and exclusive criteria, at his or her absolute liability for all purposes, to transfer the image rights to any photographs and/or audiovisual recordings that might be made either individually or in conjunction with FCB staff or authorised third party staff at the time of collection of the prize and/or its use, for advertising purposes, as well participation in possible interviews and/or reports that might be made. For said purpose, FCB is entitled to make use of the aforesaid graphic material and copies of the same, either fully or partially, for promotional and/or informative events in relation to the present draw, or others, in any of the FCB communication platforms, either directly or by means of third parties that are authorised or commissioned to do so, in compliance with its statutory purposes, and relinquishes any kind of payment and/or claim for any matter, in relation to the taking of said photographic images or recording of videos and the transfer of the rights to use the same. In terms of the aforesaid, advertising and promotional supports or assets, either she has expressly designated as his or her companion in accordance with his or her sole and exclusive criteria, is and shall be the property of FCB.

## RULE 11.- DEPOSIT OF RULES BEFORE NOTARY.

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The rules for the present draw shall be deposited before a Notary of the II-lustre Col·legi de Notaris de Catalunya.

### RULE 12.- ACCEPTANCE OF THE RULES.

Participation in the aforesaid draw supposes full <u>acceptance</u> of these rules and of the stipulations of current legislation and standards with regard to violence, racism, xenophobia and intolerance in sport (Law 19/2007 of July 11 and Royal Decree 203/2010, of February 26) in order to attend the football match corresponding to the competition "El Clásico", match between FC Barcelona and Real Madrid" at the "Camp Nou" stadium in Barcelona on the day of 03/12/2016, and knowledge of how entry and the draw operate.

Should there be any divergence regarding the draw and/or the interpretation of the present Rules, any lawsuits that could arise from the matter shall be dealt with by the Courts and Tribunals of Barcelona, hence the entrants expressly relinquish any other jurisdiction that could correspond to them.

### RULE 13.- ERRONEOUS DATA AND PERSONAL DETAILS.

Should there be any error in the details provided in the entry form, meaning that it is not possible to identify the entrants and especially the winner of the prize, and/or in the data provided by the prize winner and, if applicable, the companion designated by the same as established in Rule 7 to contact them by telephone or in writing, FCB shall be exempt from any responsibility.

Likewise, and pursuant to Spanish Organic Law 15/1999, of December 13 on the Protection of Data of a Personal Nature (LOPD), as well as complementary regulations and/or developments, the data that the entrants provide shall only be used for the purpose of FCB making any communications that it considers appropriate either directly or through authorised third parties for the relevant purposes, in relation with:

- a) as a principal purpose for making communications considered appropriate either directly or indirectly via authorised third parties for the opportune effects in relation with the the draw to which these rules refer and the handling of the presentation of the prize,
- b) as a subsidiary purpose, for any other announcement related with sports events and/or social events that may be organised and run by FCB in compliance with its statutory purposes, plus any communications of any informative, commercial or promotional type regarding questions, procedures, news, products or services pertaining to FCB or to any sponsors and/or partners of FCB that could be of interest, if within a period of thirty (30) days from the date of entry no opposition to this treatment has been expressed as detailed hereinafter.
- c) Publication of the name and surname of the winner on the website: <u>www.promo.fcbarcelona.com</u>, the official FCB website (<u>www.fcbarcelona.com</u>), and the FCB social networks (e.g. "Twitter", "Facebook", etc.), and third party advertising channels.

Should the winner not wish for these details to appear on the website, they must expressly inform FCB of this at any time.

Finally, and pursuant to Spanish Law 34/2002, of July 11, on the Services of the Information Society and E-Commerce, modified by Royal Decree Law 13/2012, the winning entrant expressly authorises FCB to send communications and messages about information, promotions and commercial offers related with services and products that FCB wishes to commercialise to the email address and/or telephone number that are provided on the entry form related to this action.

Likewise, the winner and if applicable the companion that has been designated pursuant to the previous Rule 7 anterior, may exercise at any time their right to access, rectify and/or cancel any of the details and/or the treatment of the same by sending a written communication, along with a photocopy of his or her national ID, to the official address of party responsible for the file, which is: Futbol Club Barcelona, C/ Arístides Maillol, s/n, 08028 Barcelona or to the following email address: lopd@fcbarcelona.cat, specifically expressing the right that he or she wishes to exercise and the reasons.

## RULE 14.- COMMUNICATIONS REGARDING THE DRAW.

All communications regarding the draw to which these rules refer and the system used for entry, shall be described on the website: <u>www.promo.fcbarcelona.com</u>, the official FCB website (<u>www.fcbarcelona.com</u>), and the FCB social networks (e.g. "Twitter", "Facebook", etc.), and third party advertising channels. The winner shall receive the aforesaid communications by telephone or e-mail, to the telephone number and/or email address that he or she has supplied on the entry form.

