



# LaLiga

**TERMS AND CONDITIONS OF THE COMPETITION**  
**“CAPTION THIS PICTURE ON #ELCLASICO”**

## **TERMS AND CONDITIONS OF THE COMPETITION “CAPTION THIS PICTURE ON #ELCLASICO”**

Participants may consult these legal guidelines on the site [www.laliga.es](http://www.laliga.es) for the duration of the competition and for fifteen days following the determination of the winner.

### **OBJECTIVE**

The National Professional Football League (hereinafter, "La Liga") is the organizer and promoter of the contest called "**Caption this picture on #ElClasico**" (hereinafter the "Contest").

LaLiga announces the contest for the event organized by LaLiga and beINSPORTS at the Margaret Pace Park Miami (United States) on 21 November for the rebroadcast of Real Madrid - FC Barcelona, corresponding to Week 12 of Campeonato Nacional de Liga de Primera División (LaLiga BBVA) (hereinafter the "Event"). Subject to what is detailed in the following clauses, all those who attend the event may participate by publishing a headline on the photograph projected on the big screen (hereinafter the "photograph") via their social network profile of Facebook or Twitter. The exfootballer and LaLiga ambassador Gaizka Mendieta Zabala will choose the best and second best caption from all the captions put forward for the competition. The caption must be participants own creation.

LaLiga will manage the competition.

The Contest shall be governed by the following clauses:

### **FIRST. TERRITORIAL AND TIME LIMITS**

Persons participating in the contest shall be in attendance at the event.

The competition will begin on Saturday November 21, 2015 at 11:15 am (local time).

The contest will end ten minutes after the match played between Real Madrid CF and FC Barcelona.

From 11:35 am, Gaizka Mendieta will review the captions that appear on the big screen where the match is displayed (Real Madrid - FC Barcelona) with the hashtag #ElClasico added by participants, also citing beINSPORTS and LaLiga on their social network profiles. He will then select both a winner and runner up for prizes from all of the participating captions.

### **SECOND. COMPETITION ENTRANTS**

Only persons meeting all the requirements of these terms may participate.

Excluded from participation in the competition are the following:

- Persons not in attendance at the event organized by LaLiga and beINSPORTS at the Margaret Pace Park of Miami (USA).
- Employees, managers and advisors of LaLiga and beINSPORTS.

### **THIRD. COMPETITION ENTRIES**

In order to participate in the competition, the following requirements are compulsory;

1. Participants must publish, from their social network profile of Facebook or Twitter, a caption for the photograph projected on the big screen on display at the Event. The caption will be in English or Spanish, citing the hashtag #ElClasico and the official accounts of LaLiga and beINSPORTSUSA. It is only possible to participate through the aforementioned networks.
2. Participants must be in attendance at the event organized by LaLiga and beINSPORTS at the Margaret Pace Park of Miami (USA).

Participation in the competition is free, meaning that in order to participate and win the first prize of the competition no payment of any kind will be needed.

### **FOURTH. ACCEPTANCE**

Participation in this competition requires acceptance of all the terms and regulations contained in this document and is subject to compliance and reporting of whatever claim of the requirements.

### **FIFTH. JUDGEMENT OF THE COMPETITION**

The judgement will be made only by the ambassador of la Liga BBVA, Gaizka Mendieta Zabala.

From 11:35am on Saturday November 21, 2015 the captions collected from Facebook and Twitter will be reviewed. These captions will contain the hashtag #ElClasico and mention the official accounts of LaLiga and beINSPORTSUSA.

The judge will then choose the winner and runner up from the participants on Facebook or Twitter with the hashtag #ElClasico. The **grand prize** winner will receive a trip to Spain, which will include only the following: 1) one (1) plane ticket for two people (people chosen by the winner) in economy class. 2) two (2) nights hotel accommodation in a double room in the city where the chosen football match is to be played. 3) Two tickets to watch live a match, chosen by the winner, from any LaLiga competition, a match from the current season 2015-2016 must be chosen. The winner of the **second prize** will be presented with a football shirt of any LaLiga team, to be chosen by the winner, with the option of having the shirt personalised with the preferred number of the winner along with his name. The shirt will be sent to the indicated address.

The judge's decision is final, and will be communicated to the winner in the moment that the judge decides the caption winners.

The winners will have a maximum of 72 hours from receiving said communication to demonstrate their acceptance of the prize and communicate this to LaLiga in the manner indicated. In the case of acceptance, the winner the winner should indicate its name, surname

and postal address to LaLiga in order to send the prize, and to clearly agree that your full name, caption, and photo may be posted on Facebook and Twitter as competition winner.

## **SIXTH. PRIZE**

The winner of first prize will receive a trip to Spain, including all and no more than the following; 1) one (1) plane ticket for two people (people chosen by the winner) in economy class. 2) two (2) nights hotel accommodation in a double room in the city where the chosen football match is to be played. 3) Two tickets to watch live a match, chosen by the winner, from any LaLiga competition, a match from the current season 2015-2016 must be chosen. The winner must accept the legal and tax obligations under the Law in relation to the prize.

The winner of the second prize will be presented with a football shirt of any LaLiga team, to be chosen by the winner, with the option of having the shirt personalised with the preferred number of the winner along with his name. The shirt will be sent to the indicated address.

The prize is not transferable and cannot be exchanged for any other item or cash, or in kind.

In the case of the grand prize winner being under 18, said person must be accompanied on the trip by a parent or, where appropriate, legal guardian. Should the minor be unable to be accompanied by one of these people, the prize cannot be accepted.

The second prize, the football shirt, will be sent within 15 of the acceptance of the prize, and to the address indicated by the prize winner.

In the event of non-acceptance of the prize for the winner, LaLiga reserves the right to cancel the award if it considers that no other party is deserving of the award.

The renouncement of the prize does not give any right to compensation.

## **SEVENTH. TAX OBLIGATIONS**

LaLiga will make a deposit of the Personal Income Tax (IRPF) or, where appropriate, the Income Tax for Non-Residents, into the Spanish Tax Authorities (Hacienda Publica) on behalf of the winner of the prize, in accordance with the current Spanish tax legislation at the time of the delivering. The Statement of Income Tax Deductions and Payments required by law, that will include the value of the prize and the corresponding deposit for income tax purposes, will be made available to the winner.

## **EIGHTH. LIABILITY**

LaLiga reserves the right to remove any participant who defrauds, alters or impairs the proper functioning and normal and mandatory operation of this contest.

Those photographs which are not made available in accordance with these terms and regulations, be it through technical or human error, will not participate in this competition. Nor will photograph captions that could violate personal or third party rights or be considered offensive or discriminatory.

LaLiga reserves the right to refuse the participation of a participant in the competition if it does not comply with the conditions set out in these regulations.

LaLiga reserves the right to invalidate the participation of users who seek to participate through fraudulent means or for illicit or fraudulent purposes. This is without prejudice to the legal steps that may be taken depending on the circumstances of each case.

LaLiga shall be exempt of liability to the participants, whether by force majeure or legal imperative were this competition to be annulled or suspended, a situation that would be conveyed to participants should it occur.

LaLiga disclaims any liability with regard to issues that are beyond its control, which may occur to the participants and the winners.

The League is not in any way responsible for the treatment that the mediums of communication grant the competition, in particular to personal data and images of the participants and / or winner. LaLiga disclaims any liability in relation to possible winner or participants claims and / or third parties that may arise as a result of the views and / or statements expressed and / or the use of images and / or personal data that could arise in relation to the participants in the competition and / or individuals that may appear in pictures.

LaLiga excludes all liability for damages of any kind that, despite the security measures adopted, may result from the improper use of services and content by the participants.

## **NINTH. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION FOR COMPETITION WINNER**

Participants in the contest are committed and are responsible for ensuring they have the appropriate permission and / or are holders of intellectual property rights or image rights of holders to participate in the competition and yield to LaLiga the use and exploitation of images/photographs for the maximum time allowed by law. If the participant awarded a prize is a minor, written authorization from a parent or guardian for transfer and use of their image must be submitted to LaLiga.

Personal data provided by the winner, in particular name, address and image/photograph will be recorded in a file for which LaLiga is responsible and whose sole purpose is to know the name NIF and postal address of the winner to send any prize to the address mentioned.

The refusal of the winner to provide personal data as necessary to name the competition winner will mean the impossibility of winning the prize.

The winner may exercise, in relation to their personal data, rights of access, rectification, cancellation and opposition to the treatment, under the terms established in the Organic Law on Data Protection and its implementing regulations, by sending a communication to LaLiga.

Should the details provided by the winner be incorrect or incomplete, LaLiga reserves the right to annul the award or competition winner.

#### **TENTH. MODIFICATION OF THE REGULATIONS**

LaLiga reserves the right to modify the competition terms, in whole or in part, provided there be reasonable cause, and promising to notify with sufficient notice the new regulations, conditions or possible definitive cancellation of the competition. Similarly, LaLiga is empowered to, at its discretion, resolve any contingency not provided for in the regulations based on the spirit and purpose of them.

#### **ELEVENTH. GOVERNING LAW AND JURISDICTION**

The regulations provided apply to Spanish Law.

LaLiga and the participants in the promotion are subject to the jurisdiction of the Courts of Madrid, expressly waiving any other jurisdiction that may apply.

The League reserves the right to take legal action against those who perform any act susceptible to being considered as manipulation or falsification of the competition.