

TERMS AND CONDITIONS FOR THE "Equipo de la Temporada FIFA17 LaLiga Santander" COMPETITION

These Terms and Conditions will be available to consult on the website www.laliga.es/en throughout the duration of the Competition. Any doubts or queries about how the Competition works should be sent by email to the following address: web@laliga.es.

PURPOSE

The LIGA NACIONAL DE FUTBOL PROFESIONAL (hereafter '**LaLiga**') is the organiser and promoter of the '**LaLiga**' contest (hereafter '**the Competition**').

LaLiga is running the Competition to boost the visibility and exposure of its website. The Competition will be open to anyone who chooses 11 players of the season 2016/2017 of LaLiga Santander. These 11 players must be the same as those announced by EA sports on June 2017. A Prize Draw will be held to randomly select eleven (11) winners, there will be a name draw in which the first name extracted will win XBOX One and the following 10 winners will win an FUT item.

LaLiga will manage the Competition.

The Competition will be governed by the following terms:

1. GEOGRAPHICAL SCOPE AND TIME FRAME

The Competition is open to Entrants residing in are residents in any country with access to LaLiga.es.

The Competition will open on 29th May 2017 at 11:00 am (Spanish time).

The Competition will close on 4th June 2017 at 11:00 am (Spanish time).

2. PERSONAL ELIGIBILITY

Only those persons who meet all the requirements set out in these Terms and Conditions will be deemed eligible Entrants.

The following are ineligible to participate in the Competition:

- Minors.
- LaLiga employees, directors and board members.
- First-degree relatives of LaLiga employees, directors and board members.

3. HOW TO ENTER THE COMPETITION

To enter the Competition, the following requirements must be met:

1. To enter the Competition, Entrants must choose, in the website of LaLiga www.laliga.es, the starting eleven (11) players of the LaLiga Santander 2016-17 season which will must be the same as the eleven (11) announced by EA Sports on June 2017. Their selection must be the same as the starting eleven (11) players that EA Sports selects as a part of their Team of the Season of LaLiga.
2. To be eligible to participate in the promotion, the participant must register in the designated area on LaLiga's official website www.laliga.es.
3. Only one Entry per person/registered user is permitted. The rest of the votes will not be valid for the promotion. Entering the Competition is free, meaning that no payment will be required to enter or to win the Prize.
4. Entries that are incomplete or contain information that is incorrect, inaccurate or similar, which are received outside the Competition Period, or which do not meet these Terms and Conditions, will be deemed invalid.

4. ACCEPTANCE

By entering this Competition, Entrants accept all of the Terms and Conditions laid out in this document, which must be met, and waive any claims regarding these Terms and Conditions.

5. PRIZE DRAW AND WINNER

The Competition Period will run from Monday 29th May 2017 to Sunday 4th June 2017.

Subsequently, the Winner and Runners-Up will be chosen at random out of all participants which correctly selected the starting eleven. The results of the Prize Draw will be final and not open to appeal.

The Winner will be notified via the email provided at the time the participant registered.

The Winner will have a maximum of seventy-two (72) hours from the time that they receive that notification to confirm that they accept the Prize by informing LaLiga in the manner stipulated. If the Prize is accepted, the Winner will be required to provide their name, surname(s) and postal address to LaLiga so that delivery of the Prize may be arranged. By accepting the Prize, the Entrant in question expressly consents to the publication of their name, photo and/or likeness on Facebook or Twitter in recognition of their status as the Winner.

When LaLiga contacts the Winner, it may request any information and/or documentation that it deems necessary to ensure that the Entry requirements set out in these Terms and Conditions, and any other applicable regulations, have been met, as well as any additional information and/or documentation considered necessary. If the Winner fails to provide the required information and/or documentation, they will be automatically disqualified and will forfeit the Prize.

If no response is received within seventy-two (72) hours, or if the Winner refuses to accept the Prize (or, where relevant, their parents or legal representatives do so on their behalf) or does not meet the requirements of these Terms and Conditions, LaLiga will revoke their status as the Winner and grant this status to the First Runner-Up. If it is not possible to contact that person within seventy-two (72) hours, or they reject the Prize or do not meet all of the requirements in these Terms and Conditions, they will also be disqualified and the Second Runner-Up will become the Winner, and so forth. LaLiga does not accept any responsibility when no response is received.

6. PRIZE

The first winner will receive an XBOX One and the ten (10) runners-up will receive one (1) FUT item.

Refusing the Prize will not result in the right to compensation of any kind.

The Winner must accept all legal obligations that are incumbent on them under current law in order to receive the Prize.

Should the Winner refuse the Prize, LaLiga reserves the right not to award it if it deems that no other Entries are deserving of the Prize.

On this note, the Competition and/or the Prize may be declared null and void.

LaLiga is not responsible for any circumstances that prevent enjoyment of the Prize, such as cases of force majeure, acts of God or any other causes that are not attributable to LaLiga or that are beyond LaLiga's control.

By accepting the Prize, the Winner authorises LaLiga to record, post, broadcast, publicise and distribute recordings or images of them while enjoying the Prize, and to reproduce, in whole or in part, those recordings or photographs, whether individually or in conjunction with other recordings, photographs or pictures, without temporal or geographical restrictions and without the Winner being entitled to any compensation or remuneration from LaLiga.

The Winner waives their rights over any images recorded or photographs taken of them while enjoying the Prize, and grants these rights to LaLiga, without limitation.

7. TAX LIABILITIES

The Prize will be subject to current tax legislation and the Winner must accept any tax liabilities that apply to them as a result of claiming the Prize.

If the Winner is resident in Spain and the value of the Prize awarded is over three hundred euros (€300), it will be subject to withholding tax. In this event, it will be the responsibility of LaLiga to make the corresponding payment on account as per the rates in place on the accrual date. As such, the payment on account will not be passed on to the Winner but rather borne by LaLiga, meaning that the amount it pays will be of a higher value than the benefit in kind received by the Winner.

Accordingly, where applicable, LaLiga also undertakes to send the Winner a certificate detailing the withholdings and payments on account involved, in accordance with the relevant regulations.

8. RESPONSIBILITIES

LaLiga reserves the right to disqualify any Entrant who disturbs, tampers with or undermines the Entry process or the normal operation of the Competition.

LaLiga reserves the right not to accept any Entry that does not meet the criteria laid out in these Terms and Conditions.

LaLiga also reserves the right to disqualify any Entrants who try to enter the Competition fraudulently, or with fraudulent or illicit intentions. This is without prejudice to any legal measures that may be taken against the culprits in such circumstances on a case-by-case basis.

LaLiga is exempt from any responsibility towards the Entrants should this Competition have to be cancelled or suspended due to force majeure or legal requirements. In such an event, the Entrants would be duly notified.

LaLiga disclaims any liability for incidents beyond its control that may occur to Entrants and the Prize Winner.

Under no circumstances is LaLiga responsible for the coverage the media grant the Competition, in particular in relation to the personal data and images of the Entrants and/or Winner; as such it is relieved of any responsibility relating to any claims made by the Winner, Entrants and/or Third Parties arising as a result of opinions and/or statements expressed and/or the use of images and/or personal data by the media relating to Entrants and/or the persons that feature in the images.

LaLiga excludes all liability for damages and losses of any kind that, despite the adopted security measures, may arise from the misuse of services and contents by Entrants.

9. INTELLECTUAL PROPERTY RIGHTS

Competition Entrants undertake to ensure, and are responsible for ensuring, that they have the appropriate permission and/or hold the intellectual property rights or image rights for any images that they use to enter the Competition and grant LaLiga permission to use them for the maximum period permitted by law.

10. PROTECTION OF THE PERSONAL DATA OF THE COMPETITION WINNER

In fulfilment of Organic Law 15/1999 of 13 December on the Protection of Personal Data (LOPD) and its implementing regulations, we inform you that the personal data you provide will be treated confidentially, and will be recorded in a file owned by LaLiga. This file has been duly registered with the General Data Protection Registry of the Spanish Data Protection Agency and is subject to all of the security measures established in Royal Decree 1720/2007 of 21 December.

We inform you that your personal data will be used for the purposes of ensuring that your Entry is correctly handled and to deliver the Prize to the Winning Entrant. Once all of the necessary procedures have been carried out to complete the Competition, the data will cease to be used for the purposes of managing the Competition, but will continue to be used in accordance with the provisions stipulated in the Privacy Policy.

With regard to LaLiga, and in the event that the Entrant has granted their acceptance using the checkbox provided for the purpose, the Entrant is aware that their personal data will be used, even after the Competition is over, to send commercial communications by any means, including electronic commercial communications or their equivalent (such as email, SMS, MMS and others), involving the use of techniques such as data mining and profile segmentation ('**Commercial Communications**') by LaLiga and relating to activities, products, services, competitions, offers and/or promotions run by LaLiga, its affiliates, member Clubs and public limited sports companies (SADs) and its official sponsors, which can be found here: <http://www.laliga.es/en/partners> (hereafter '**Official Sponsors**'), or in connection with promotions in partnership with Third Parties such as international television channels.

Finally, you may exercise your right of access, erasure, rectification and/or opposition regarding this data and revoke your consent to the receipt of electronic commercial communications by writing to LaLiga at the following email address (lopd@laliga.es) or with a letter marked for the attention of LaLiga's Legal Department at the postal

address provided above, including the reference 'Protection of personal data' in both instances.

Your request must be accompanied by a photocopy of your Spanish national identity card (DNI) or other similar identification document and feature at least the minimum requirements set out by the law. If the request does not meet the specified requirements, you may be asked to amend it. No payment is required in return for exercising these rights.

LaLiga may contact the Entrant at any time to ask them to prove their age by providing a photocopy of their DNI or equivalent document. In the event that the Entrant does not provide the aforementioned documentation, LaLiga reserves the right to disqualify them from the Competition.

The personal data of the Winner

The personal data provided by the Competition Winner, specifically their name, surname(s), postal address and images/photographs/audiovisual recordings, will be recorded in a file for which LaLiga is responsible and the sole purpose of which is to ascertain the name, surname(s), NIF (tax identification number) and postal address of the Winner in order to send the Competition Prize to the address provided.

Refusal by the Winner to provide the personal data required will render it impossible for them to be awarded the Prize.

The Competition Winner may exercise their right to access, rectify, cancel and oppose the use of their personal data under the terms established by the Organic Law on the Protection of Personal Data and its implementing regulations by sending LaLiga a request to that effect.

If the data provided by the Winner is erroneous or incomplete, LaLiga reserves the right to revoke their status as the Winner.

Importing of social media data by LaLiga

The activation and use of external social media sites of which the Entrant is a member through LaLiga, as well as the possibility of importing data from these sites to their registered account, requires them to identify themselves and log in to the external site from which the aforementioned data will be extracted. LaLiga recommends that Entrants review the Terms of Use and Privacy Policy of the sites which they import data from.

In any event, Entrants must bear in mind that when accessing these social media sites, they are leaving the LaLiga environment to access an environment not controlled by

LaLiga. As a result, LaLiga accepts no responsibility for possible security issues on these platforms.

Once the data has been imported and incorporated into the Entrant's registered account, their personal data will be processed for the purposes described in the Privacy Policy. LaLiga guarantees that it will apply security measures in fulfilment of the applicable regulations, as well as those which it diligently decides to implement of its own accord, though under no circumstances will it be liable for not implementing any security measures that are not required by law.

The personal data that you provide LaLiga with will not be passed on to other persons or companies for their own use.

Exemption from liability

LaLiga undertakes to use the personal data pertaining to Entrants in accordance with the applicable regulations and, in particular, (i) to treat the personal data pertaining to the Entrants to which it has access as a result of their participation in the Competition confidentially. However, it may disclose personal data and any other information relating to the Entrant when required to do so by the public authorities in the fulfilment of their legally attributed functions and in accordance with the applicable provisions; (ii) to adopt the necessary security measures – both technical and organisational – to prevent the alteration, loss, unauthorised use of or access to this personal data. Notwithstanding the foregoing, and given the current state of online security, LaLiga does not guarantee or accept any responsibility for damages of any kind which may arise from the alteration, loss or processing of the information pertaining to Entrants, or from the unauthorised access thereto or illegal use thereof by Third Parties.

Exclusions

Our Privacy Policy does not apply to the services provided by other companies or individuals, including products or sites that may be displayed in search results and on websites that may feature LaLiga services, or those that could be accessed through those services. Our Privacy Policy does not regulate the data processing activities of other companies and organisations that advertise our services and which may use cookies, visitor counters or other technology to publish and offer relevant advertisements.

11. ALTERATIONS TO THE TERMS AND CONDITIONS

LaLiga reserves the right to partially or completely alter the Terms and Conditions of the Competition. Equally, LaLiga is entitled to resolve any unforeseen contingency as it deems fit and in line with the spirit and purpose of these Terms and Conditions.

12. LIMITATION OF LIABILITY

LaLiga has organised this Competition in good faith, and as such, does not accept any liability for potential losses or damages resulting from the participation of any persons in the Competition, or in relation to the enjoyment of the Prize by the Winner brought about by factors beyond its control. By participating in the Competition, Entrants relieve LaLiga of any liability arising from claims that stem from their participation in the Competition or enjoyment of the Prize, indemnifying LaLiga against such claims.

13. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of Spain.

LaLiga and Competition Entrants are subject to the jurisdiction of the Courts of Madrid and expressly renounce the legitimacy of any other jurisdiction.

LaLiga reserves the right to take legal action against anyone who engages in any kind of activity that could be deemed as constituting the manipulation or falsification of the Competition.