# "ELCLÁSICO RIVALRY" COMPETITION TERMS AND CONDITIONS

Participants may consult these Terms and Conditions on [\*] throughout the duration of the Competition. If you have any queries about the mechanics of the Competition, please don't hesitate to email web@laliga.es.

The rules set out in this document constitute the rules which will govern the Competition ("Competition(s) Rules").

#### NAME AND PURPOSE

LALIGA GROUP INTERNATIONAL, S.L. (hereinafter "**LaLiga**") with NIF: B-05421805 (hereinafter, "**LaLiga**" or the "**Promoter**") and registered offices in Spain, Madrid, Calle Torrelaguna 60, 28043, is the organiser and promoter of the "ElClásico Rivalry" competition (hereinafter, the "**Competition**").

LaLiga will organise the Competition.

LaLiga is holding the Competition with the intention of promoting and marketing its products and services, where all those who have correctly signed up can participate, in compliance with the provisions of the THIRD clause of these Terms and Conditions. Specifically, a random draw will be held among all those who have participated and who have met the aforementioned requirements.

The Competition will be governed under the following clauses:

#### FIRST. - CONCERNING THE GEOGRAPHICAL SCOPE AND TIMESCALE

Any person all world may participate in the Competition, from March 15, 2023, at 07:00 pm (Spanish Peninsular time) until March 20, 2023 at 07:00 pm (Spanish Peninsular time).

LaLiga will have the right to extend the duration of the Competition for such period as it deems appropriate.

The Competition regulated under these Legal Terms and Conditions and offered through the Social Media Networks mentioned in the Third Clause, is managed by LaLiga, which operates in Spain, with the content and materials being available in Spain, although access to different Social Media Networks and, therefore, to the different LaLiga accounts where the Competition takes place, may be available from outside Spain, given the very "non-territorial" nature inherent to Internet access. The participant accepts that the Competition is intended for any person in any country or jurisdiction in which its use is not contrary to local laws or regulations in force at any time. Therefore, if any or all of the content and materials or elements contained in the Terms and Conditions are considered illegal in other countries, the participation of its inhabitants in the Competition will be prohibited and, in the event that it occurs, will be

exclusively under the responsibility of the same, with said participants being obliged to comply with and observe the Laws applicable to these countries.

#### SECOND. - CONCERNING THE PARTICIPANTS

Participation in the Competition by all entrants ("**Participants**") constitutes acceptance of these Competition Rules.

This Competition is open to all persons of 18 years or older if the legal age in the country of residence of the participant is higher, except for (a) the directors, members, partners, agents, consultants or employees of LaLiga and their immediate families, (b) the directors, members, partners, agents, consultants or employees of any suppliers of any goods or services to LaLiga in respect of this Competition, or (c) directors, members, partners, agents, consultants or employees of the LaLiga's advertising and promotion agencies, associated companies, and participating outlet owners and staff.

## THIRD. - METHOD OF PARTICIPATION IN THE COMPETITION

The following requirements must be met in order to participate in the Competition:

- The participant must have an open/public profile on the social network Instagram, Twitter or Tik Tok and must follow LaLiga's official profile on Instagram, Twitter or Tik Tok @LaLiga.
- 2. The participant must post a video, photo or reel related to ElClásico in reply to the post published by LaLiga promoting this Competition and including the hashtag #ElClasicoRM or #ElClasicoBarça.
- 3. Adhere to all the Competition Rules.
- 4. Only the first entry by the Entrant and complying with the above description will be valid. Any other entries will not be valid and will not be taken into account in the Competition.
- 5. LaLiga expressly reserves the right to disqualify any entry in the system which it deems to have been generated by automated means, scripts or any other form or fraudulent use. Entries generated by a script, macro or other automated means shall be declared void.
- 6. Any entries that do not meet the above-mentioned requirements will not be valid and, therefore, will not be eligible as competition winner.
- 7. Participants are liable for their own data and voice charges in respect of the Competition(s) participation and the verification process.

Participation in the Competition is free, so it is not necessary to pay anything to participate and win the Competition's prize. Only one entry per person will be allowed.

Incorrect or incomplete entries, or similar, made outside the period of participation or that do not meet the requirements of these Terms and Conditions will not be valid.

The Competition is not sponsored, endorsed or administered by any social media platform nor associated with any of these. User fully release the social media platform on which the Competition is promoted and understand that they are providing their personal data to LaLiga not to any social media platforms.

### FOURTH. - ACCEPTANCE

Participation in this Competition implies the participants' acceptance of all the Terms and Conditions provided in this document, which must be complied with, and any claims as to the Terms and Conditions waived.

#### FIFTH. - COMPETITION DRAW AND DECISION

The Winners will be selected randomly among all the participants, on March 21, 2023.

The Winners will be notified via message on their Twitter, Instagram or Tik Tok account by the administrator of the LaLiga on March 21, 2023. The winners will be asked to contact the administrator directly to confirm their personal details.

If the Promoter is unable to contact the winner within 48 hours of sending the direct message, he/she will be disqualified and a substitute winner may at the discretion of the Promoter be selected, by the committee.

When LaLiga contacts the winner, it may request whatever information and/or documentation it deems necessary to prove compliance with the participation requirements set out in these Terms and Conditions and other applicable regulations, as well as any other additional information and/or documentation that LaLiga deems necessary. If the required information and/or documentation is not provided, the participant will be disqualified from the Competition and lose their status as a winner. If no response has been received within 48 hours, or if the winner refuses to accept the prize or did not comply with the requirements of these Terms and Conditions, LaLiga will withdraw the status of winner from the participant in question and grant it to the first substitute, who will then hold the status of winner. If it is not possible to contact the latter within 48 hours, or if they reject the prize or do not comply with any of the requirements of these Terms and Conditions, they will also be eliminated, with the second substitute then holding the status of winner and so on. LaLiga accepts no liability for any participants who do not respond.

The Prize will only be awarded after successful verification of the winner. Failing successful verification of any winner, a substitute winner may be selected at the discretion of the Promoter.

The winner must be over the age of 18 years old or older if the legal age in the country of residence of the participant is higher. Verification of age may be required prior to the awarding of any Prize.

The Promoter reserves the right to carry out audits in respect of any winner to verify their eligibility and/or the validity of the winner's entry. The Promoter may disqualify any winner if any fraud or cheating or related activity is suspected, including without limitation, through the manipulation of entry or otherwise falsifying data. All entries, participants or travel partners determined by the Promoter or their agents to be invalid or ineligible will forfeit all rights to any Prize and will not be compensated in any way.

### SIXTH. - PRIZE

There will be 4 winners, each of which will receive:

One (1) official Real Madrid C.F or Barcelona F.C jersey season from 2022/2023. The winner will be requested to choose between one of the two options.

No Prize, in whole or in part, can be transferred to any other person or exchanged for an alternate prize or for its cash value. A winner may not substitute him/herself with any other person.

The prize winner must assume the applicable legal obligations in connection with obtaining the prize under current legislation.

The prize will be given to the winner on a personal basis, consequently, the prize cannot be transferred or ceded to third parties, whether free of charge or otherwise. The prize will not be redeemable for cash and cannot be replaced with another prize at the request of the winner. If a prize is not accepted by the winner, it will be lost and will not be refundable. LaLiga reserves the right to replace the prize with another similar of equal or higher value due to reasons justifying such replacement. Likewise, it is the responsibility of the winner and/or their companions, where relevant, to comply with usage guidelines, transport conditions, standards of behaviour and any other conditions established by any suppliers relating to the prize, such as airlines, hotels and events promoters.

The prizes will be shipped for delivery up to 90 days after the end of the Competition.

LaLiga will not be liable for circumstances preventing enjoyment of the prize in case of force majeure or unforeseeable circumstances, for reasons not attributable to it or that are beyond the control of LaLiga (for example, in prizes including travel, cancellation of flights, lack of valid personal documentation to travel etc.).

LaLiga reserves the right to exclude from the Competition any participants who have been declared winner when the legislation of the winner's country of residence establishes limitations that are incompatible with obtaining the prize.

This Competition and/or the prize may be declared void.

The winner authorises the following to accept the prize:

I authorise LaLiga to set, record, broadcast, disseminate and publicly communicate recorded images or photos taken of me while enjoying the Competition prize, and to reproduce, in whole or in part, said images or photos, whether individually or in conjunction with other images, photos or pictures, without any time or geographical limitation, and without the right to any compensation or remuneration from LaLiga.

I cede my image rights relating to the recorded images or photos taken of me while enjoying the Competition prize to LaLiga without any limitations.

#### SEVENTH. - TAX OBLIGATIONS

The prizes will be subject to current tax legislation and the winner must assume the applicable tax obligations in connection with receiving the prize.

If the winner is a resident of Spain and the value of the prize awarded for the purpose of tax deductions exceeds €300, the corresponding tax payment will be LaLiga's responsibility and will be paid by LaLiga in accordance with the applicable rates as of the date of accrual of the transaction. The tax payment will not be recovered from the winner, being assumed by LaLiga, consequently, said payment will mean a higher value of the prize in kind received by the winner.

If the winner is not a resident of Spain, it will be necessary to consider their tax residence to determine the tax treatment of the prize under applicable current tax legislation. For these purposes, and if applicable, the winner must provide a certificate of tax residence for the purposes of the Convention signed between Spain and the winner's country of residence to avoid double taxation.

Likewise, and where relevant, LaLiga will send to the winner, in accordance with the aforementioned regulations, the corresponding certificate of tax deductions and payments.

### **EIGHTH. - LIABILITY**

LaLiga reserves the right to remove any participant that defrauds, alters or disables the proper functioning or the normal and regulatory course of this Competition.

LaLiga reserves the right not to accept someone's participation in the Competition if they do not comply with the provisions set out in these Terms and Conditions.

LaLiga likewise reserves the right to invalidate the entry of any users who attempt to participate through fraudulent means, or for fraudulent or illegal purposes. The foregoing is without prejudice to the appropriate legal measures that could be taken according to the particular circumstances.

LaLiga shall be exempt from any liability to the participants if this Competition needed to be cancelled or suspended due to force majeure or as required by law, a situation that would be appropriately brought to the attention of the participants.

LaLiga is exempt from any liability with respect to any incidents that are beyond its control that might arise affecting the participants and the prize winner.

LaLiga will under no circumstances be held responsible for media coverage of the Competition and, in particular, of the personal data and images of the participants and/or the winner, consequently, it is exempt from any liability in connection with any potential complaints made by the winner, participants and/or third parties arising as a result of the opinions and/or statements made and/or the use of images and/or personal data by the media in connection with the Competition participants and/or people that may appear in said images.

LaLiga accepts no liability for any kind of damages that, despite the security measures taken, may arise due to the improper use of the services and content by participants.

#### NINTH. – AUTHORISATION TO EXPLOIT THE IMAGE OF THE PARTICIPANT

Participants authorize, in exchange for no consideration, worldwide and for the maximum time legally permitted, LaLiga, as well as the companies which eventually collaborate on holding the Competition, to make use of their name and image, in any advertising or announcement which is made through any written or audiovisual medium (including social media), as participant or Winner of the Prize of the Competition, and undertake to sign any documentation or authorization which may necessary for the purposes foreseen in Article 2 of the aforementioned Law and any others which may apply.

Furthermore, the participants are informed that, depending on the type of Prize, on occasions both the Winner (or their alternate) and their companion (in such case) may be photographed and/or recorded during their enjoyment of the Prize. Therefore, in accordance with these Terms and Conditions, all participants in the Competition promise, in the event that they receive a Prize, to sign the corresponding authorization for recording and the transfer of image rights in order to be able to enjoy the Prize, as well as to guarantee that any person who accompanies them (in such case) shall proceed to sign an authorization such as the one described.

## **TENTH. - PRIVACY POLICY**

This Privacy Policy seeks to regulate the personal data processing activities performed by LaLiga for the Competition.

### ELEVENTH. - AMENDMENTS TO THE TERMS AND CONDITIONS

LaLiga reserves the right to amend the Competition's Terms and Conditions, whether in whole or in part. Similarly, LaLiga is entitled, at its sole discretion, to resolve any contingencies not covered under these Terms and Conditions on the basis of the spirit and purpose of the same.

LaLiga reserves the right to amend the conditions of this Competition at any time, including their possible voiding before its end date, undertaking to communicate with sufficient notice the new terms, conditions, or, as applicable, their definitive voiding in the same manner as these Terms and Conditions.

### TWELFTH. - LIMITATION OF LIABILITY.

LaLiga organises this Competition in good faith so it will not be liable for any possible damages caused by anyone's participation in the Competition, or regarding the winner' enjoyment of the prize, for reasons that are not attributable to it. By participating in the Competition, participants release and hold harmless LaLiga from any liability arising from claims that could arise from their participation in the Competition or from their enjoyment of the prize.

### THIRTEENTH. - APPLICABLE LAW AND JURISDICTION.

These Terms and Conditions are governed by Spanish Law. LaLiga and the participants in the promotion submit to the jurisdiction of the Courts of the place of residence of the participant, in their capacity as a consumer.

LaLiga reserves the right to take legal action against any person who performs any kind of act liable to be considered to be tampering or falsification of the Competition.

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