



FC BARCELONA
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TERMS ADDRESSED TO THE COMMUNITY "BARÇA FANS"
"Messi vs Buffon"
(-2017/2018 sport season-)

CONDITION 1. SCOPE.

FUTBOL CLUB BARCELONA (hereinafter referred to as FC BARCELONA, FCB or the CLUB) shall promote an activity called "Messi vs Buffon" (hereinafter referred to as the "activity") aimed solely and exclusively at those who hold and maintain the status of "Barça Fans", participating under the terms and conditions contained herein.

How to take part in the activity and how it works shall be communicated and promoted, among FC BARCELONA's other means of communication, on its official website (www.fcbarcelona.com), social media of FC Barcelona and the mailings the CLUB sends its "Barça Fans" community.

From the drawn to be held, one (1) person shall be named the winner out of all the "Barça Fans" who take part in the activity. The prize shall be one (1) of the balls used in the UEFA Champions League game played between FC Barcelona and Juventus on 12/09/2017, signed by Leo Messi.

CONDITION 2. PARTICIPATION PERIOD AND PUBLICATION OF TERMS.

The participation period for the activity shall begin on 14 september 2017 and end on 27 september 2017 at 23:59 CET= UTC+1.

These terms and conditions shall be published on FC BARCELONA's official website (www.fcbarcelona.com) to inform all the "Barça Fans" who want to take part in the process and course of the activity and the draw.

CONDITION 3. AUTHORISATION OF USE OF PERSONAL DATA.

In accordance with Organic Law 15/1999 of 13 December on Protection of Personal Data (LOPD) and Spanish Law 34/2002 of July 11 on Information Society and Electronic Commerce Services, FC BARCELONA hereby informs "Barça Fans" participating in the activity, that their data such as their email address provided voluntarily for the purposes of registering and identifying as a "Barça Fan" in order to participate:

- a) Shall be compared with the data already in the "Barça Fans" database (which consists of the authorised file, the CLUB being responsible therefor) to verify that it matches and for correction purposes.
- b) In the case that the data is not registered (for example, email), it shall be incorporated into the file and used to promote the "Barça Fans" community and/or group.
- c) Furthermore, the CLUB shall be granted authorisation to make the communications it deems appropriate in relation to the activity and the draw subject of these conditions, and also those it considers necessary to inform them of sporting, social and/or any other events it may organise and develop, in compliance with the aims set out in its articles of association, and to send promotions and commercial offers related to the services and products of the CLUB or third parties collaborating with FC BARCELONA, provided that the data for communications is processed directly by the CLUB or an authorised third party that provides services to FC BARCELONA.
- d) All the data included in the aforementioned file are confidential and can only be used under the terms and conditions set out herein.
- e) The name and surname(s) of the winning "Barça Fan" will be published on FC BARCELONA's official website, along with the image(s) that he/she may send at the request of the CLUB.
- f) However, "Barça Fans" participants who are of legal age, and in the case of minors, their legal representatives in their name and on their behalf, may at any time exercise their right to access, rectify, oppose and/or cancel by sending notification in writing, together with a photocopy of the person's in question ID, and in the case of minors, also a photocopy of the minor's ID (if applicable) to the party responsible for the file, FC BARCELONA, at its headquarters: Avinguda Aristides Maillol, s/n, 08028 Barcelona, or to the following email address: lopd@fcbarcelona.cat, specifically stating the right exercised and the reasons why.

For the above purposes, in the case of "Barça Fans" not of legal age, who effectively participate in the activity, all relevant, mandatory consents and authorisations shall be deemed as granted for all purposes and without reservation by adults who hold their legal guardianship and who act in their name and on their behalf, exempting FC BARCELONA from any liability in this regard.

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In the event that there is an error in the data provided by participating "Barça Fans" and, more specifically, the winning "Barça Fan" for any reason or circumstance, making it impossible to identify and/or contact him/her, the CLUB shall be released from all liabilities, the winner losing his/her right over the prize, which shall be awarded to the first reserve and so on successively.

CONDITION 4. PARTICIPATION REQUIREMENTS AND PROCESS.

All those interested in taking part in the participation process, regardless of their status as members of the CLUB, must fulfil the requirements given below:

- a) Have the status of "Barça Fan" and maintain it for at least until the date of the draw, scheduled for 28th September 2017.
- b) Have an email address which is "registered" in FC BARCELONA's "Barça Fans" database.
- c) Register as a "Barça Fan" on <https://promo.fcbarcelona.com/draw-ball-messi-vs-buffon>, providing the data required for such purpose: (i) name, (ii) surname(s), (iii) country (iv) postcode, (v) email address, (vi) date of birth.
- d) Each "Barça Fan" participant in the draw can take part once (1) and will therefore only register once (1). Any duplication will be monitored by a computer security system to ensure that only one (1) registration is admitted per participant, all additional registrations by the same person shall be terminated.
- e) One (1) single file will be created from a correct "registration of participation" as has been stated in this condition, regardless of the language used.

CONDITION 5. DRAW PROCESS.

- a) In the event there is no participant, it will not be necessary to hold the draw which will automatically be declared deserted.
- b) In the event that only one (1) "Barça Fan" takes part in the activity, the draw shall not be held as he/she shall automatically be the winner. Therefore, this person shall be awarded the prize directly, without the draw being necessary. If one of the options was not selected by any of the participants it will not be necessary to carry out the draw for that player's signed shirt as the prize will automatically be cancelled
- c) Otherwise, a draw shall be held, solely between "Barça Fans" participants who have correctly signed up for the activity subject to these conditions, resulting in one (1) winner. Therefore, "Barça Fans" participants who do not sign up correctly for the activity shall be excluded.
- d) All "Barça Fans" participants shall be assigned a sequential number according to the chronological order of participation, in order to have a consecutive number range (for example from 1 to 50).
- e) The draw, if held, shall be completed using a computer system, which according to a random combination chosen by computer, shall choose eleven (11) sequential numbers from those assigned to participants who have signed up correctly for the activity as indicated in foregoing paragraph c), which must correspond with emails in the "Barça Fans" database. The first (1) shall be the "winner", and the remaining ten (10) shall be "reserves".
- f) The draw shall take place before a Notary Public, on 28th September 2017.
- g) The emails must correspond to registered "Barça Fans". Otherwise, the reserves shall be contacted. The following will be asked for checking purposes: (i) name, (ii) surname(s), (iii) nationality and, if applicable, (iv) member status.
- h) Once the draw has been held, the Notary Public shall terminate the proceedings, stating the identification of the winning "Barça Fan" (name and surname), as well as the reserves.
- i) The result of the draw shall be notified to the winning "Barça Fan" via the email given for the purposes of taking part in the activity, along with the information relating to the logistics of delivery and collection of the prize.
- j) By taking part in this activity, the "Barça Fans" participants of legal age, and in the case of minors, their parents or legal representatives of legal age who hold or have been assigned their legal guardianship, **EXPRESSLY AGREE** (i) to these conditions, and (ii), if they are the winners of the activity, to the CLUB sending them an email to the address provided for the purposes of taking part as a means of checking, for all purposes, communications by FC BARCELONA, indicating the aforementioned condition. This shall take place the week after the draw. If it is not possible to contact the winning "Barça Fan" within twenty-four hours (24 hours) starting from the moment the first notification occurs, for any reason or circumstance beyond the CLUB, the winner shall lose his/her rights to the prize, it being awarded to the first reserve and so on successively.
- k) The "Barça Fan" who wins the prize must accept it, or in the case of minors, their parents or legal representatives of legal age who hold or are assigned their legal guardianship must expressly declare their acceptance or rejection. In the first case, the instructions provided by FC BARCELONA regarding the logistics of delivery and, if applicable, collection of the prize, must be followed strictly.

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CONDITION 6. PRIZE.

The winning "Barça Fan", whether by direct allocation or the draw, shall obtain the prize of one (1) of the balls used in the UEFA Champions League game played between FC Barcelona and Juventus on 12/09/2017, signed by Leo Messi.

Once the product has been delivered to the winner, no changes will be allowed.

If the winning "Barça Fan" rejects and/or loses his/her right to the prize, it will be transferred to the reserve "Barça Fan" who, not being the winner in the first place, came after the original winning "Barça Fan" according to the extraction of sequential numbers of participating "Barça Fans".

CONDITION 7. ACCEPTANCE OF THE PRIZE.

The participating "Barça Fan" of legal age or, if a minor, his/her legal representatives, who wins the activity, once his/her condition of winner is notified, must give an express response via email before the prize is issued and, if applicable, before it is received, stating his/her (i) acceptance or (ii) rejection of the prize that has been won in order for the following to take place:

a) In the case of acceptance, proceeding to issue the prize under the terms and conditions that shall be given to the winning "Barça Fan" by the CLUB, signing a document containing express acceptance of the corresponding prize and the receipt thereof in conformity, declaring that he/she cannot hold FC BARCELONA liable or make demands thereof.

If the winning "Barça Fan" is a minor, his/her legal representatives must accept the prize in his/her name under the terms and conditions set out in the previous paragraph.

b) In the case of rejection or non-acceptance of the prize, this must be done in writing. If the winning "Barça Fan" is a minor, his/her legal representatives must reject or not accept the prize, whichever is the case, in his/her name under the terms and conditions set out previously. In this case, the CLUB hereby states that the aforementioned prize may not be exchanged for another or for its cash value, the condition of winner automatically being transferred to the first reserve "Barça Fan", the aforementioned prize being awarded to him/her following the same procedure, and so on successively.

CONDITION 8. IMAGE RIGHTS

The winning "Barça Fan" in accordance with the conditions set forth herein and, in the case of a minor, his/her legal representatives, expressly consent to FC BARCELONA, under their absolute responsibility for all purposes, to capture their images (including image, name and voice) through the photographs and/or audiovisual recordings that may be made, individually or jointly, by FC BARCELONA staff or third parties authorized by it when the aforementioned prize is issued for a promotional use, as well as the participation in any interview and/or documentary that may be made; To such aim, FC BARCELONA shall be authorized in order to use the aforementioned graphic and/or audiovisual material, as well as copies thereof, to be used wholly or partially for advertising events, and/or notices relating to this activity in any of the CLUB's means of communication, directly by FC BARCELONA or through any third authorized party. The "Barça Fan" hereby waiving any compensation and/or any claim for taking and/or keeping such photographic images and/or audiovisual recordings and the transfer of rights of use. According to the foregoing, the media and advertising and promotional notices in which the winning "Barça Fan" may appear (either individually or collectively), is and shall be owned by the CLUB.

All participants state that they have all the necessary rights and legitimations regarding the assignments and authorizations set forth herein, responding to any third party claim that FC BARCELONA may receive regarding the use of the image authorized herein.

CONDITION 9. DEPOSITING THE CONDITIONS BEFORE A NOTARY PUBLIC.

The conditions of this activity shall be deposited before a Notary Public of the *Il·lustre Col·legi de Notaris de Catalunya* (Bar of Notaries of Catalonia).

CONDITION 10. ACCEPTANCE OF CONDITIONS.

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Participation in the activity implies full, express acceptance of the following without reservation:

- a) these conditions.
- b) the participation and draw process.
- c) the use and processing of personal data from "Barça Fans" participating under the terms and conditions set out in these conditions.
- d) the reception of electronic communications with commercial purposes.
- e) the use, dissemination and publication of photographs and/or audiovisual recordings under the terms and conditions set out in these conditions.

If there are disagreements regarding the activity and/or the interpretation of these conditions, the Courts and Tribunals of the City of Barcelona are deemed competent to rule on any disputes that may arise, therefore "Barça Fans" participating in this activity expressly waive any other jurisdiction that may correspond to them.

If "Barça Fans" who are minors take part in the activity, this shall always be done with the consent of their parents and/or person of legal age who hold guardianship and custody of them.

CONDITION 11. COMMUNICATIONS FOR THE ACTIVITY.

Communications for the activity and the draw, if applicable, as well as the process thereof, shall be described in FC BARCELONA's means of communication such as the CLUB's official website (www.fcbarcelona.com) where these conditions may also be found.

The winning "Barça Fan" shall receive communications by email to the address provided for the purposes of taking part in the activity subject to these conditions.

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