

# TERMS AND CONDITIONS FOR THE “GLOBAL 2018 BARCELÓ HOTEL GROUP” COMPETITION

## ITEM ONE. - Company responsible for the promotion

Trading company BARCELÓ GESTIÓN HOTELERA, S.L. (hereinafter, BARCELÓ or the Promoter), headquartered at Calle Josep Rover Motta, no. 27, 07006 Palma de Mallorca, with Tax ID number (Número de Identificación Fiscal-NIF) B-07918287, is undertaking this competition-game with the aim of promoting the services of the Barceló Hotel Group and the myBarceló programme.

## ITEM TWO. - Participation period

The period during which this promotion is valid, i.e., the period for participation, shall solely be 3 September 2018 at 10:00 AM, until 16 September at 23:59 (Central European Time).

The Promoter reserves the right to discontinue, postpone, cancel or amend the term indicated above, provided there are reasonable grounds for this decision. This decision, moreover, shall be publicly disseminated via the company's website [www.barcelo.com](http://www.barcelo.com) and social media.

## ITEM THREE. - Participation eligibility

### *Eligibility:*

Natural persons aged 18 and above may take part in this promotion. Any participants providing false or untruthful information, or who, in general, do not comply with the provisions set forth in these Terms and Conditions shall be excluded from the promotion. Irrespective of such an exclusion, the organiser reserves the right to take any legal action it considers appropriate against any violators of these Terms and Conditions. Gratuity

Participation in this promotion is, in and of itself, free of charge, and shall be open to any user who is in compliance with and observes these Terms and Conditions.

### *Restrictions*

Employees of BARCELÓ GESTIÓN HOTELERA S.L., employees of any of its associated companies, advertising agencies or promoting agencies connected with the promotion, and employees of any other companies involved in the organisation of this promotion, and their second-degree relatives or closer, whether blood or family, may not participate in this promotion.

## ITEM FOUR. - Geographical area.

The geographical area of the promotion is international. It is not limited to residents of any particular country.

## ITEM FIVE. - Description of prizes.

The prize shall be three stays, each valued at €1000, to be redeemed on EMEA territory, and to stays, each valued at €1500, to be redeemed on LATAM territory. These five prize stays shall be booked between 17 September 2018 to 31 December 2018. Stay dates shall be from 17 September to 31 July 2019. Redeemable for any Barceló Hotel Group Hotel within the EMEA region (Europe, Middle East and Africa).

The prize shall be deemed to have automatically and irreversibly expired, if:

- The winner should not respond to the email sent to him/her to inform him/her that he/she is the winner of this competition, within 5 days of the competition's end date, accepting the prize.

- In the event of cancellation, or owing to Force Majeure.

To make use of the prize, once the winner has been contacted by the Promoter regarding the awarding of the aforeseaid prize, he/she must contact the managers of said promotion, by sending an email to [m.bauza@barcelo.com](mailto:m.bauza@barcelo.com)

- The Promoter shall not be held liable for the use made of the prize/incentive used by the prize winner.

- Waiving the incentive shall not give rise to any right to compensation or refund of any kind.

- The incentive is as set out in the terms and conditions herein.

Under no circumstances will the prize be redeemable for its cash equivalent, nor may the winner request that it be changed or modified.

The participant acknowledges that the Promoter will not cover any fee, expense or compensation of any kind which is different from the prize awarded for the winner of the promotion. In particular, this includes, but is not limited to, all costs involving extra and additional services, food and maintenance (in the event that these are not provided for as part of hotel accommodation), as well as fees and surcharges associated with the stay subject to the reservation and outside the applicable framework, which are to be borne by the winner. As a result, the Promoter and each of the Hotels will be exempt from any obligation in this regard.

Any participant who has won a prize cannot transfer it in any manner whatsoever to a third party. To this end, the winner must compulsorily be directly and personally involved as a beneficiary of the reservation, except where expressly authorised by the Promoter.

## ITEM SIX. – Participation system

The draw for the prize will be carried out from the databases of clients registered between 3 to 16 September via Barceló.com and from new my Barceló memberships registered in hotels during this timeframe, through the prize draw. Use of the prize shall be subject to the booking not being cancelled.

The Promoter will communicate with the winner personally through the email address provided by the user in the participation form. Once the prize has been accepted, the Promoter shall publish the winner's name on its social networks.

(i) The winner must expressly respond by accepting the prize within a timeframe of ten (10) days following receipt of the Promoter's confirmation email, the prize being deemed to be rejected and time-expired should the latter not respond within the previously stated timeframe, and

(ii) provide full information (name and first name, citizenship, date of birth, home address, contact number, passport number or national ID, email address, as well as any other information which the Promoter may request) in order to verify his/her identity and confirm compliance with the legal terms and conditions.

Once these checks have been satisfactorily completed, the Promoter shall request that the winner suggest dates for use of the prize, in accordance with clause five hereinabove.

Acceptance of the prize shall entail the publication of the winner's name by the Promoter on any of its channels and/or on Barceló Hotel Group's social networks in the fifteen (15) days to follow the end of this promotion's term of validity.

Proper compliance by users with any and all of the participation provisions described herein shall be an obligatory requirement to secure the incentive under this promotion.

The actual delivery of the incentive will be conditional upon the winner's compliance with the conditions specified herein and the truthfulness of the information provided by the winner to the Promoter. The Promoter reserves the right to cancel and automatically expel, without prior notice, any participant that is deemed as not complying with the conditions for participation or that is misusing or abusing the promotion.

## ITEM SEVEN. - Transfer of image rights and personal data protection

Participation in the competition entails express transferral by the winner, to BARCELÓ, freely and exclusively, of any rights of image and intellectual property rights which may arise in connection with the photographs used during the competition, or those taken during the stay.

By taking part in this promotion, the participants automatically agree to the assignment, use, publication and reproduction all over the world, during the time that the promotion is valid and in accordance with the restrictions established in Spanish law, to Barceló Hotel Group and by Barceló Hotel Group or associated companies, of their name and surnames, including the image with which they have participated in this promotion, in any type of advertising, promotion or publication. This includes TV, Internet, social networks or any other media of any kind for commercial, informational or corporate purposes, provided that they are related to this promotion, and without this granting the participant any right to receive any consideration whatsoever for it.

In accordance with Organic Law 15/1999, of 13 December, on the Protection of Personal Data, the personal data that consumers voluntarily agree to provide by virtue of their participation in the promotion, will be included, unless expressly requested by the participant, in the file owned by the Promoter for the purpose of managing their participation in this contest, as well as for sending the participant commercial

information about the products and services of the brand and the Barceló Hotel Group chain. The interested party may at any time exercise his/her rights of access, rectification, cancellation and objection by sending a written notification to the registered office of BARCELÓ GESTIÓN HOTELERA, S.L., Calle Josep Rover Motta, no. 27, 07006 Palma de Mallorca, attaching a copy of his/her National ID or another suitable identification document, such as Foreigner Identification Number (Número de Identificación de Extranjero-NIE) or passport, or via [personaldata@barcelo.com](mailto:personaldata@barcelo.com) on his/her request.

#### **ITEM EIGHT. - Participation via social networks.**

Facebook, Twitter or Instagram do not sponsor, endorse or manage this promotion in any way, nor are they associated with it. It is thus expressly stated that Facebook, Twitter and Instagram are completely unconnected to this promotion. The participants are hereby informed that they are providing their personal data to the Promoter and not to Facebook, Twitter or Instagram by virtue of their participation in the promotion.

Participants hereby exempt Facebook, Twitter and Instagram from any liability deriving from the development of the promotion.

Users will be responsible for their own comments and/or publications, hereby exempting the Promoter from any liability deriving from the content provided by these users.

The Promoter will not be responsible for the functioning of social media, nor will it be responsible for the registration and uploading of images and text in relation to the undertaking of the promotion. Furthermore, BARCELÓ will not be responsible for their privacy policies, including their terms and conditions for registration, personal data protection and intellectual property. It is recommended that users carefully read their respective terms and conditions before providing any piece of data on Facebook, Instagram or Twitter.

Related publications and/or publications with sexual, violent, degrading, racist, discriminatory and defamatory content, as well as threats or insults that could offend the average person or that encourage unlawful behaviour, are not allowed. Furthermore, publications that violate intellectual and/or industrial property rights, privacy or any another type of third-party right are also not allowed. In any event, The Promoter reserves the right to remove publications and exclude from participation users whose publications contain inappropriate content, bringing this to the knowledge of Facebook and the relevant judicial, administrative or police authorities.

Any participant in this promotion shall undertake that:

(i) She/he owns all the operational rights pertaining to intellectual property relating to any and all images and photographs which are publicly disseminated and made available in the context of this promotion, or that she/he benefits from express consent from, and/or is licensed by, the holder of such rights, and that consequently the publishing of images in the context of this promotion does not violate any third-party right;

(ii) That in performing such a publication she/he is in compliance with all legal provisions and restrictions set out in Organic Law 1/1982 of 5 May, on Civil Protection of the Right to Honour, Family Privacy and Personal Image, and that, in particular, she/he benefits from the prior and express consent of any and all persons appearing in the photographs (or that of his/her parents, guardians or legal representatives in the case of a minor), for the publishing and broadcasting of said photographs within this promotion.

#### **ITEM NINE. - Limitation of Liability.**

Among other aspects, the Promoter shall not be liable:

- For any use which may be made of the incentive by the winner.
- For the services that third-party companies shall provide by virtue of the promotion.
- For failures or incidents in the telecommunications systems that prevent access or being able to operate normally in the application.

#### **ITEM TEN. - Reservation of rights.**

The Promoter reserves the right to remove any participant misusing the promotion, engaging in fraudulent acts or harming other participants, or establishing speculative or business schemes. In the event that the Promoter or any entity professionally associated with this promotion detects any anomaly or suspects that a participant is hindering the normal development of the promotion by illegally altering registrations through any technical or computer procedure, or is carrying out any fraudulent act that is compromising the transparency of the promotion, the Promoter reserves the right to delete and even

remove the incentive automatically and without any explanation whatsoever from any participant that has benefited either directly or indirectly from this type of fraudulent activity, in addition to being able to exercise any civil or criminal action that might pertain to it under the law.

In this respect, the Promoter hereby declares that it has enabled suitable mechanisms and technological means to detect any possible fraudulent, anomalous or intentional act seeking to alter normal participation in the promotion, such as enrolment in the promotion of the same person through various Instagram profiles.

The Promoter hereby reserves the right to take legal action against any person that engages in any act that could be considered manipulation or falsification of the promotion.

The Promoter hereby declines any liability for damages of any kind that might be due to the temporary lack of availability or continuity in the functioning of the services by means of which users take part in the promotion; to the defrauding of the usefulness that the users may have attributed to the services; and, in particular, including, but not limited to, failures in access to the different pages and sending of participation responses via Internet, or telephone communications enabled for such purposes.

#### **ITEM ELEVEN. - Other considerations.**

The prize under this promotion shall be subject to tax regulations in vigour as applicable from time to time and to the provisions for the undertaking thereof. Such applicable regulations may make said prize subject to tax, according to the place of residence of the winner and to the prize amount. The tax cost is in any case to be borne in full by the winner of the prize, as are any tax obligations arising from the same. In accordance with Spanish tax regulations, prizes awarded through through participation in this type of draw are not subject to withholding or advance payment, provided that the prize amount is lower than 300 euros. In any event, the winner shall be liable for the fulfilment of any tax obligations arising from receipt of the prize. BARCELÓ may make the delivery and use of the prize conditional upon payment by the winner of the amount to be paid for the withholding in question according to applicable tax regulations, in accordance with the provisions of tax regulations.

#### **ITEM TWELVE. - Acceptance of Terms and Conditions.**

Participation in the promotion entails full acceptance of these Terms and Conditions as well as express submission to the Promoter's interpretation of them. Notwithstanding the winner's acceptance in digital format, the winner might be asked to submit a written document of his/her acceptance of the Terms and Conditions of the promotion.

#### **ITEM THIRTEEN. - Amendments.**

The Promoter hereby reserves the right to make any change to, terminate or expand this promotion, giving notice thereof in good time.

#### **ITEM FOURTEEN. - Applicable legislation and jurisdiction.**

This promotion will be governed by Spanish law. For the hearing of any lawsuit that might arise regarding the interpretation or application of these Terms and Conditions, both the Promoter and the participants in the promotion hereby expressly submit to the courts and tribunals of Palma de Mallorca, expressly waiving any other jurisdiction that may correspond to them, without prejudice to the application of the mandatory provisions in regulations concerning consumers and users.

#### **ITEM FIFTEEN. - Submission of Terms and Conditions before a Notary**

The terms and conditions governing this promotion have been submitted to the notarial office of Mr. Álvaro Delgado Truyols, c/ Unión, 2 A de Palma de Mallorca.