

## **LEGAL TERMS AND CONDITIONS FOR "One Team Project" COMPETITION**

### **RULE 1.- SCOPE**

The BARÇA FOUNDATION, domiciled at Calle de Arístides Maillol, s/n, 08028 Barcelona, with Spanish Tax Identification Code (CIF) G60627445 (hereinafter BARÇA FOUNDATION) will promote an action called "One Team Project Competition" (hereinafter the "Action"), addressed at all those people who meet the requirements described in Rule 4. The Action consists of participating digitally by suggesting a caption for an image that will appear on the social networks of the BARÇA FOUNDATION related to the BARÇA FOUNDATION "One Team" project. This competition is being promoted by the BARÇA FOUNDATION and is not sponsored, supported or administered by, or associated with, Instagram.

The method for participation in and operation of the Action, as well as being communicated and promoted on other communication channels belonging to BARÇA FOUNDATION, will be present on its official website ([www.fundacio.fcbarcelona.es](http://www.fundacio.fcbarcelona.es)), and on its social networks.

From all the participants, a jury will choose two (2) winners who will receive as a prize two signed BARÇA FOUNDATION One Team project sweatshirts, as described in Rule 6.

In relation to the points previously stated, in the case of minor participants, their participation in each and all of the corresponding phases described in these Rules (acceptance of the Rules, participation requirements, operations of the Action, acceptance of the prize, etc.) must be supervised always and in all cases by the person exercising their representation rights as a legal guardian (father, mother, legal guardian, etc.). As such, in accordance with the foregoing, BARÇA FOUNDATION understands that the consent and corresponding authorizations that are compulsory and must follow (acceptance of the rules, acceptance of the prize, participation requirements, image rights, acquisition and processing of personal data, litigation, etc.) shall be considered as accepted to all ends and without reservations by the persons exercising their representation, protection and legal guardianship in their name and the BARÇA FOUNDATION shall not be held liable with regard to this matter.

### **RULE 2.- ENTRY PERIOD AND PUBLICATION OF RULES**

The entry period for the said Action shall begin on 10 March 2021 and end on 17 March 2021 at 23:59 CET = UTC+1.

These rules will be published on the official website of the BARÇA FOUNDATION ([www.fundacio.fcbarcelona.es](http://www.fundacio.fcbarcelona.es)) for the purposes of informing all those people who wish to participate of the method for doing so and the way that the Actions works, as well as the method for selecting the winners.

### **RULE 3.- AUTHORISATION TO USE PERSONAL DATA**

**a) THE CONTROLLER:** Your personal data shall be processed by the BARÇA FOUNDATION, domiciled at Calle de Arístides Maillol, s/n, 08028 Barcelona, with Spanish Tax Identification Code (CIF) G60627445.

| USE  | PURPOSES   | GROUNDS FOR LEGITIMATION & WITHHOLDING PERIOD  |
|--|--|--|
| <b>PARTICIPATION IN THE ACTION AND ANNOUNCEMENT OF WINNERS</b> | <p>Your data will be processed in order to manage participation in the Action, as well as to carry out all those procedures provided for in these legal terms and conditions.</p> <p>However, in the event of winning, your data will be processed to manage the announcement and delivery of the corresponding prize, and to comply with any legal obligations arising from the delivery of the prize.</p> <p>In the event that the participant is a minor, the data of the adult representing him/her will be required and his/her data shall be processed in accordance with the aforementioned purposes.</p> | <p>Any additional data we may have in relation to participation in this Action will be processed until the end of the same and, in the case of winning, up to 4 years after delivery of the prize.</p> |

**b) DATA COMMUNICATION:** Your data will not be transferred, sold, leased or otherwise made available to any third party, except to those providers of services to the BARÇA FOUNDATION who carry out certain activities for the BARÇA FOUNDATION (for example, sending the prize), but in no case for their own purposes. Some of these suppliers may be outside the European Union, as indicated in point (c).

**c) INTERNATIONAL TRANSFERS:** The BARÇA FOUNDATION has international suppliers who can provide their services from outside the EU, so your data may be processed outside the European Union or the European Economic Area (EU and EEA, respectively).

In any case, the BARÇA FOUNDATION will ensure that such data processing is always protected with appropriate guarantees, which may include:

- EU approved Type Clauses.
- Third Party Certifications.

**d) DURATION OF PROCESSING:** All data you provide to us will be processed pursuant to section a) of this rule.

At the end of the indicated period, the BARÇA FOUNDATION shall withhold your data in duly anonymised form for statistical or market research purposes, whenever possible, or duly blocked in order to fulfil any legal obligation of the BARÇA FOUNDATION.

e) EXERCISING YOUR RIGHTS: You may contact our Data Protection Officer at [dpo@fcbarcelona.cat](mailto:dpo@fcbarcelona.cat), or by post to the address at Calle de Arístides Maillol, s/n, 08028 Barcelona (Spain). In the event that the Data Protection Officer does not reply within a reasonable period of time (2 months), you may lodge a complaint with the Spanish Data Protection Authority.

f) CONSENT FOR THE PROCESSING OF DATA OF MINORS: Given the mandatory nature of the use of the participant's personal data to manage their participation in the Action, the parent or guardian of the minor who authorises the minor to participate therein in the event of sharing the duties and responsibilities with respect to the said minor with another person, guarantees that he/she has obtained the appropriate consent and that, therefore, he/she is acting on behalf of all those persons responsible for the minor. In this regard, the BARÇA FOUNDATION reserves the right to contact the parent or guardian of the minor who is the winner to collect any other information that is necessary to verify this circumstance or any other that is necessary.

#### **RULE 4.- ENTRY REQUIREMENTS AND METHOD**

All persons interested in participating in the Action and draw must meet the requirements set out below:

- a) Come up with a creative caption for the photograph published in the BARÇA FOUNDATION'S official social network accounts during the entry period described in Rule 2, participating in the Action under the terms and conditions established herein. This interaction shall be performed through a comment on the post made by the BARÇA FOUNDATION itself, using the resources of each social network (Instagram Stories, etc.)
- b) There will be no limitation on the number of entries by users.
- c) Languages for communication shall be Catalan, Spanish and English, as chosen by the participant, with all other languages excluded.
- d) All comments will be visible on the BARÇA FOUNDATION social networks.
- e) Employees of the BARÇA FOUNDATION or Futbol Club Barcelona shall not be able to participate in the Action.

#### **RULE 5.- HOW THE ACTION WORKS**

a) The jury in charge of choosing the winners will be the two ambassadors of the BARÇA FOUNDATION One Team programme (Rodrigo de la Fuente and Magatte Niang), who will make a list containing the most creative and original comments sent as captions for the photograph. The first two will correspond to the two (2) winners of the competition, with the following serving as reserves in order of originality.

b) Any type of comment that uses inappropriate or offensive language will be excluded from the competition.

c) The selection of the winners will be made before a notary, on 23 March 2021.

d) Once the competition has been concluded, the Notary will draft minutes stating the identities of the winning participants (email address), as well as the reserves.



e) The result of the competition will be reported to the winners, as well as the information relating to the logistics for delivery and collection of the prize.

f) By participating in this Action, the adult participants, and in the case of minors, their parents or legal guardians of legal age who hold or have been assigned legal custody thereof, **EXPRESSLY ACCEPT** (i) these terms and conditions and, (ii) that in the event that they are winners of the Action, that a private message shall be sent from the BARÇA FOUNDATION'S account on the social network to that of the winning user as used to participate in the Action, and that this shall serve as a means of proof, for all purposes, that such a communication has been made by the BARÇA FOUNDATION to inform the winner of their status. This contact will be made during the week following the selection of the winners. In the event that it is not possible to contact the winning participant within twenty-four hours (24 hours) from the moment of the first communication, for any reason or circumstance not attributable to the BARÇA FOUNDATION, the winner shall lose their rights to the prize, it being awarded instead to the first reserve and so on.

g) Any participant awarded the prize must accept it, and in the case of minors, this acceptance will be made by the parents or legal guardians of legal age who have or have been assigned legal custody thereof, expressly stating their acceptance or waiver. In the former case, they must strictly follow the instructions supplied by the BARÇA FOUNDATION regarding the logistics for delivery and, where appropriate, collection of the said prize.

#### **RULE 6.- PRIZE**

Each of the two (2) winning participants shall receive as a prize a One Team project sweatshirt signed by Barça basketball players Alex Abrines and Leandro Bolmaro.

Once the product has been sent and/or delivered to the winner, no changes will be accepted.

Under no circumstances does the prize include any item other than the one described above. The prizes corresponding to the winners will be sent to the postal addresses that they have given for such purposes. Shipping costs will be borne by the BARÇA FOUNDATION.

#### **RULE 7.- ACCEPTANCE OF THE PRIZE**

The participant of legal age and, in the case of a minor, their legal representatives, must issue an express response, prior to delivery and, where appropriate, receipt of the prize in question, indicating (i) his/her acceptance or (ii) his/her waiver of the prize which he/she has won, such that:

a) In the event of acceptance, the prize may be awarded under the conditions that the BARÇA FOUNDATION indicates to the winner, through the signing of a document containing the express acceptance of the prize corresponding to them and the correct receipt thereof in accordance with the agreement, stating that they have nothing to claim or demand from the BARÇA FOUNDATION.

In the case of a minor winner, acceptance of the prize must be made by their legal representatives on their behalf, under the terms set forth in the previous paragraph.

**b)** In the event of their waiver or rejection of the prize, winners should do so in writing. In this case, the BARÇA FOUNDATION wishes to clarify that the aforementioned prize cannot be exchanged for any other or for its cash value, with the person in the first “reserve” position automatically becoming the winner, the prize proceeding to be awarded to them, following the same procedure, and so on.

**RULE 8.- DEPOSIT OF THE RULES WITH A NOTARY**

The official rules of this Action shall be deposited with a Notary of the Illustrious College of Notaries of Catalonia.

**RULE 9.- ACCEPTANCE OF THE RULES**

Participation in this Action implies the express and complete acceptance without reservation of:

- a)** these rules.
- b)** the system for participation in the competition.
- c)** the use and processing of the participants’ personal data under the terms set forth in these terms and conditions.
- d)** the sending of electronic communications and invitations to events, provided that the participant has agreed thereto.

In the event of divergences with respect to the Action and/or regarding the interpretation of these terms and conditions, the courts and tribunals of Barcelona city shall be competent to settle any disputes that could arise therefrom, hence the participants in this Action expressly renounce any other jurisdiction that may correspond to them.

In the event of minors participating in the Action, this shall always be with the consent of their parents and/or an adult who holds legal custody or guardianship thereof.

**RULE 10.- COMMUNICATIONS REGARDING THE ACTION**

Communications regarding this Action shall be published in the BARÇA FOUNDATION’s communication channels, such as its official website ([www.fundacio.fcbarcelona.es](http://www.fundacio.fcbarcelona.es)), where these terms and conditions can also be consulted.

The winning entrant shall receive all communications via e-mail to the e-mail address he/she has provided for the purpose of participating in the Action as described herein.