

## **'NEW YEAR'S STORIES' RULES / BARCELÓ HOTEL GROUP**

### **FIRST. - Company behind the promotion**

The company BARCELÓ GESTIÓN HOTELERA, S.L. (hereinafter BARCELÓ or the Promoter), with registered address at Calle Josep Rover Motta 27, 07006 Palma de Mallorca (SPAIN), and NIF B-07918287, holds this contest with the aim of promoting the brand and the [www.barcelo.com/barcelostories](http://www.barcelo.com/barcelostories) website.

### **SECOND. - Participation period**

The participation period for this promotion and therefore for participating in it will only be from **Tuesday, January 8, 2019 (12:00 PM), through Thursday, January 31, 2019 (23:59 PM)**, local time in Spain.

The Promoter reserves the right to suspend, postpone, cancel or modify the aforementioned participation period as long as there are reasonable causes and by making a public announcement via the [www.barcelo.com](http://www.barcelo.com) website and social media.

### **THIRD. - Eligibility restrictions**

#### *Eligibility*

This promotion is open to individuals over the age of 18 years. This promotion excludes any and all participants who submit false or inaccurate information, or who, in general, do not comply with terms specified in these Rules. Regardless of their exclusion, the organizer reserves the right to undertake any legal actions deemed appropriate against the violators of these Rules.

#### *Free of charge*

Participation in this promotion is free of charge and it is open to all users who comply with and agree to these Rules.

#### *Exclusions*

Participation in this promotion is not open to employees (or their family members, up to second-degree relatives) of the BARCELÓ GESTIÓN HOTELERA, S.L. entity; of the associated companies, advertising agencies and promotional agencies that are linked to the promotion, or of any of the companies involved in this promotion.

### **FOURTH. - Geographic scope.**

This promotion has an international nature and is not limited to the residents of a specific country.

### **FIFTH. - Prize descriptions.**

The prize for participating in this promotion is that the winner has the chance to win "the trip of a lifetime" for two.

The prize will consist of:

The winner has the chance to win a trip for two (winner plus companion), consisting of round-trip air travel and a five-day all-inclusive stay at the hotel of their choice from the options listed in the form (subject to availability).

The prize includes round-trip plane tickets as well as the hotel stay; the duration will be subject to the hotel's availability. The travel dates will also be subject to the hotel's availability.

The prize will automatically and definitively expire:

- If the winner does not reply, within 10 days after the contest has ended, to the email that will be sent informing them that they have won the contest in order to accept the prize.

- If the contest is canceled or due to force majeure.

To receive the prize, once the Promoter announces that the aforementioned prize has been awarded, the winner must contact the managers of the promotion by sending an email to [socialmediahoteles@flymetothemoon.es](mailto:socialmediahoteles@flymetothemoon.es)

- The Promoter is not liable for how the prize/incentive is used by the winner.
- Renouncing the prize will not result in the right to compensation.
- The incentive is as described in these rules.

The prize may not be redeemed for its equivalent financial value and it may not be modified or altered at the winner's request.

The participant agrees that the Promoter will not pay any fees, expenses or compensation of any type other than the prize that has been agreed upon for the winner of the promotion. Specifically, and by way of example but not without limitation, this refers to the cost of extra or additional services, meals (if they are not included as part of the hotel accommodation package), and fees or charges associated with the stay for the booking in question and not linked to the applicable accommodation package. These items must be paid by the winner of the prize, and the Promoter and the applicable hotels are exempt of any related obligations.

The participant who has received a prize may not transfer it to a third party in any way. To this end, the winner must be directly and personally included as the recipient of the booking unless expressly authorized by the Promoter.

#### **SIXTH. - Participation process**

Participation in this promotion must be in accordance with the following process:

Users must complete the following steps to participate:

- Visit the <https://www.barcelo.com/barcelostories/concurso-barcelo-stories/> website (the only valid participation channel).
- Register in the website by entering the information requested in the registration form for the contest.

Each participant, using a single social media profile and/or email, may only participate once in the promotion.

The prize for this promotion will be given to a single participant selected through an Easypromos drawing (excluding any participants who may have altered the contest's legal terms).

The Promoter will personally contact the winner via the email address provided by the user in the entry form. Once the prize has been accepted, the Promoter will publicly announce on its social media the winner's name.

- (i) The winner must send a reply, expressly accepting the prize, within a period of ten (10) days upon receiving the confirmation email from the Promoter since the prize will be considered refused and expired if the winner does not reply within the aforementioned period; and
- (ii) provide their complete information (name and surname/s, nationality, date of birth, address, contact phone number, passport or national ID number, email address, as well as any other information that the Promoter may request) in order to verify their identity and confirm their compliance with the legal terms and conditions.

Once these items have been successfully verified, the Promoter will ask the winner to suggest dates for redeeming the prize, as per the fifth clause.

By accepting the prize, the winner's name may be published by the Promoter in any of its channels and/or in the social media accounts of the Barceló Hotel Group during the fifteen (15) days after the end of this promotion.

In order to receive the prize for this promotion, users must comply with any of the participation methods described.

In order to receive the prize, the winner must comply with the terms specified in these rules and the information submitted by the winner to the Promoter must be accurate. The Promoter reserves the right to remove and automatically expel, without prior notice, any of the participants that it deems are not complying with the participation terms or who are abusing or making improper use of the promotion.

## **SEVENTH. - Privacy policy**

### **I.- Who is responsible for the processing of your data?**

The entity responsible for the processing of your data is Barceló Gestión Hotelera, S.L. (hereafter, "BGH"), whose registered office is at c/ Josep Rover Motta, 27, 07006, Palma de Mallorca. If you have any query regarding the protection of your data, you can contact BGH's Data Protection Office by emailing [dpo@barcelo.com](mailto:dpo@barcelo.com).

### **II.- Why do we process your data, and on what legal basis?**

BGH advises the user that their data will be processed by BGH for the following purposes:

- **Formalizing registration in the contest or promotion** for which the user submits their personal data. BGH will process the data submitted by the user in the registration form for the contest or promotion in order to carry out the contest. This includes communicating with the winner and coordinating the prize's delivery, if applicable.  
*Legal basis:* This processing will only occur if BGH has the user's consent, which is granted by filling out and sending the registration form for the contest or promotion. The user may withdraw his/her consent by following the instructions set down in Section V.
- **Sending marketing correspondence for BGH products and services or those of its group entities.** If BGH obtains the user's consent, BGH may send marketing correspondence to the user for its products and services, or those of its group companies, that may be of interest to the user and via any medium (particularly e-mail and SMS).  
*Legal basis:* This processing will only occur if BGH has the user's consent, which is granted by filling out and sending the registration form for the contest or promotion. The user may withdraw his/her consent by following the instructions set down in Section V.

### **III.- For how long will we store your data?**

The personal data which can be accessed will be processed and stored for the length of time required to fulfill the purpose for which the data was gathered (contest management). After that, BGH will continue to store, duly blocked, the personal details after they cease to be required, so that they remain available to the relevant Public Authorities, the Courts of Law or the Public Prosecutor for the term of the statute of limitations for actions that may derive from the contractual relationship with the user and/or for the periods prescribed by law. BGH will physically delete the data on the expiry of these periods.

If the user has granted their consent for the processing activities listed in this clause, BGH will store their personal data provided that the user does not withdraw his/her consent, by following the procedures described in Section V.

#### **IV.- To whom can we supply your data?**

BGH can supply the data to:

- Relevant Public Authorities, Courts of Law and Tribunals.
- Service providers: BGH works in partnership with a number of third-party suppliers who have access to the personal details of the users, and who process these details in the name and on behalf of BGH by virtue of their role as suppliers. In particular, BGH contracts the supply of its services through third-party suppliers who undertake their activity in sectors including, but not limited to, the following: providers of legal advice, multidisciplinary professional service providers, technological service providers, and IT service providers. The above-mentioned suppliers include FLYMETOTHEMOON, S.L.

#### **V.- What are your rights when you provide your personal data to us?**

Users may exercise, as they wish, their rights to access, rectification and deletion of data. They may also request that the processing of their data be subject to a limitation; they may oppose it, request its portability, or request that it should not be the subject of individual automated decisions, by the following means:

- By means of a written application to the postal address shown above.
- By means of an email application to [dpo@barcelo.com](mailto:dpo@barcelo.com).

Where the data processing is based on the granting of the users' consent, interested parties may withdraw their consent by means of the procedure outlined in the paragraph above.

#### **VI.- How have we obtained your data?**

The personal data processed by BGH is the information provided by the user by filling out and sending the registration form for the contest or promotion.

#### **VII.- To what authority should customers address complaints or claims?**

Users may submit a complaint or claim to the Spanish Data Protection Agency in respect of the response to their complaint received from the BGH in relation to their rights.

In all cases, users are advised that all claims relating to the processing of personal data will be dealt with by Barceló Gestión Hotelera, S.L.'s Data Protection Office, located at c/ Josep Rover Motta, 27, 07006, Palma de Mallorca, or they can send an email to [dpo@barcelo.com](mailto:dpo@barcelo.com). In either case, this should be accompanied by a copy of the customer's National Identification Document, Tax Identification Document or other official means of identification.

#### **EIGHTH. - Participation via social media.**

Facebook, Twitter and Instagram do not sponsor, endorse or administer this promotion in any way and they are not associated with it. Thereby, it is expressly stated that EasyPromos, Facebook, Twitter and Instagram are in no way related to this promotion. Participants are notified that they are providing their personal information to the Promoter and not to Facebook, Twitter or Instagram by participating in this promotion.

Participants exonerate Facebook, Twitter and Instagram of any liability derived from this promotion.

Users will be liable for their comments and/or posts, thereby exonerating the Promoter of any liability derived from the content submitted by the aforementioned users.

The Promoter will not be liable for the operation of the social media platform or for registering and uploading images and texts in relation to this promotion. It will also not be liable for the applicable privacy policies, registration terms & conditions, personal data protection and intellectual property. Before submitting or posting anything on Facebook, Instagram or Twitter, users are advised to carefully read the corresponding terms and conditions.

Allusive posts and/or those with sexual, violent, degrading, racist, discriminatory or defamatory content, in addition to threats or insults that could offend the average person or incite illegal action, will not be permitted. In addition, posts that violate intellectual and/or industrial property rights, privacy rights, or any other right of a third party will not be permitted. The Promoter reserves the right to delete posts and exclude any users whose posts show inappropriate content, as well as to inform Facebook accordingly.

#### **NINTH. - Limitation of liability.**

Among other aspects, the Promoter is not liable for:

- The winner's use of the incentive.
- The services that third-party businesses may render for this promotion.
- Any errors or incidents in the telecommunications systems that hinder access to the application or its normal use.

#### **TENTH. - Reservation of rights.**

The Promoter reserves the right to remove any participants who are using the promotion improperly, carrying out actions that are fraudulent or may harm other participants, or establishing speculative or commercial systems. If the Promoter or an entity that is professionally linked to this promotion detects any anomalies or suspects that a participant is interfering with the standard course of the promotion by illegally altering records through a technical or digital method, or is carrying out any fraudulent acts that affect its transparency, the Promoter reserves the right to remove, and even eliminate the prize automatically and without any type of explanation, the participants who have directly or indirectly benefited from these types of fraudulent acts, notwithstanding its option to exercise all the corresponding civil or criminal actions.

In this sense, the Promoter states that it has established suitable technological systems and mechanisms for detecting any potential fraudulent acts, anomalies or intentional acts that aim to alter normal participation in this promotion, such as registering the same person in the promotion using multiple Instagram profiles.

The Promoter reserves the right to take legal action against individuals who perform any acts that could be considered as tampering with or falsifying the promotion.

The Promoter is exempt of liability for damages of any type that may result from the temporary unavailability or interruption of the services that support participation in the promotion, the fraudulent use of those services by other participants, and specifically although not limited to, errors in accessing the pages and in sending participation replies via the Internet, or phone communications established for this purpose.

#### **ELEVENTH. - Other considerations.**

The prize for this promotion will be subject to the applicable tax regulations that are in effect. These applicable regulations may classify the prize as taxable income, depending on the

location of the winner's residence and the value of the prize. In any case, the winner is solely responsible for reporting and paying any and all applicable taxes related to the prize. In accordance with Spanish tax legislation, the prizes given for participating in this type of contest are not subject to withholdings or payments on account as long as the value of the prize is less than €300. In any case, the winner will be required to fulfill any future tax obligations related to the prize. BARCELÓ may make receiving the prize conditional on the winner paying the corresponding withholding amount as per the applicable tax regulations.

**TWELFTH. - Acceptance of the rules.**

Participation in the promotion involves fully agreeing to these rules and expressly submitting to the interpretive decisions of the Promoter. Notwithstanding the winner's acceptance via a digital format, the winner may be asked to provide a written document confirming their agreement with all the terms and conditions of the promotion.

**THIRTEENTH. - Modifications.**

The Promoter reserves the right to make any changes, cancel or expand this promotion by providing sufficient advance notice.

**FOURTEENTH. - Applicable legislation and jurisdiction.**

This promotion is governed by the Spanish legislation that is in force. For information about any disputes that may arise regarding the interpretation or application of these rules, the Promoter and the participants of this promotion expressly agree to the jurisdiction and authority of the Courts of Palma de Mallorca, expressly renouncing their own jurisdiction, without prejudice to the mandatory terms specified in consumer and user regulations.

**FIFTEENTH. - Formalizing the rules before a notary public.**

The rules of this promotion have been formalized before the notary's office of Álvaro Delgado Truyols, Calle Unión 2 A in Palma de Mallorca (Spain).