# TERMS AND CONDITIONS FOR THE "PALLADIUM REWARDS- DOUBLE SEASON PASS BASKETBALL" CONTEST

by PALLADIUM GESTIÓN, S.L.U., 17 December 2021

# 1. Company organizing the contest

PALLADIUM GESTIÓN, S.L.U., with registered address at Avda. de Bartolomé Roselló, 18; 07800 lbiza, Balearic Islands (Spain), with tax ID B-16.652.760 (hereinafter "Palladium") is organizing a contest called PALLADIUM REWARDS — DOUBLE SEASON PASS BASKETBALL (hereinafter the "Contest") governed by these terms and conditions, in order to promote the loyalty program known as Palladium Rewards, a program which rewards stays and services used by members at Palladium or group hotels, by assigning points which can be exchanged for stays and services at these hotels (the "Program").

## 2. Scope, requirements, and Contest process

The Contest will take place between 18:01 on 17 December 2021 and 24:00 on 7 January 2022 ("Participation Period").

May can take part in the Contest:

- any natural person over the age of EIGHTEEN (18) who is not a member of the Program, regardless of their country of residence<sup>1</sup>, provided that during the Participation Period they consent to participate in the Competition, which will be published in the Instagram and Facebook profiles of REAL MADRID C.F. and PALLADIUM REWARDS, and provided that the participant provides the necessary data to be registered as a new member of the Program through the websites https://www.palladiumhotelgroup.com/en/real-madrid/register-contest or https://www.palladiumhotelgroup.com/es/real-madrid/registrar-concurso. to which he/she will be redirected once he/she consents to participate in the Contest; and
- b) any member of the Program at the beginning of the Participation Period who consents to participate by providing the name and email address linked to the Program account, through the web form accessible via said QR code<sup>2</sup>.

(the "Participants" and individually the "Participant").

#### 3. Selection of the winner

On January 10 ("Date of Identification") Palladium will review the registrations for participation to end of identifying the Participant who has registered to the contest on the 20<sup>th</sup> position, considering the date and time in which the person registered into the Contest and will be declared the winner (the "Identification Process of the winner").

The result of the Identification Process of the winner will be notified to the winner in a maxim term of four (4) labor days from the Date of Identification.

Pallidum will contact the winner by email to the email address registered in the Program's

data base, to inform them about the results of the Identification Process of the winner. Furthermore, the result of the Identification Process of the Winner will be published in Palladium Rewards' social media (Instagram and Facebook).

<sup>&</sup>lt;sup>1</sup> Employees of Palladium Gestión, S.L.U. or of the companies belonging to its business group, their spouses, siblings, and first degree relatives by blood or adoption, cannot participate in the Contest.

<sup>&</sup>lt;sup>2</sup> Correct registration as a Program member is expressly confirmed via an email sent to the address provided by the user during the registration process.

### 4. Prize – General Terms

The winner will receive (1) one doble season pass for the resting games of the 2021-2022 season for REAL MADRID BALONCESTO which take places at the Wizink Center from 14 January, included and until the end of the season (the "**Prize**").

Within a maximum period of twenty four (24) hours previous to each of the season games for 2021-2022 of REAL MADRID BALONCESTO which take place at Wizink Center from January 14, included and to end of the season, the winner will receive the tickets to each game in the email address registered in the Program's data base, starting the Prize with the REAL MADRID BALONCESTO and SASKI BASKONIA game on January 14 2022.

If the winner has unsubscribed as a member of the Program prior to (i) the Contest Date; or (ii) prior to being notified as the winner, the Prize will be awarded to the person who has been registered on the twenty first (21) position, considering the date and time in which the person registered to the contest. If the first alternate winner and, if the latter has also unsubscribed from the Program prior to the situations described in points (i) and (ii), the Prize will be awarded to the person who has been registered on the twenty second (22) position and so on. This procedure will also apply if there is an error in the details provided by the Participants resulting winners that prevents their identification or location.

## 5. Reservations and limitations

Palladium will not be held liable for any mistake in the details provided by the Participants which prevent the winners of the Draw from being identified or located.

Palladium will not be held liable for damage of any kind which could occur if the systems used to take part in the Contest and/or allowing its development and/or conclusion are unavailable or not continually available, including but not limited to the inability to access the web systems and platforms used for this purpose or any fail in the delivery of the Prize.

Palladium reserves the right to justifiably remove any Participant who commits fraud or alters or impedes the proper normal legal functioning of the Program and/or Contest.

Palladium reserves the right to shorten, extend, amend, or cancel the Contest if exceptional circumstances arise which prevent it from being held or continued. The Program users will be informed of this eventuality.

# 6. Data protection

For the purposes of current regulations regarding personal data protection, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and Organic Law 3/2018 of 5 December regarding Personal Data Protection and safeguarding digital rights, Contest participants are informed that their data could be processed by Palladium Gestión, S.L.U. as data controller; with registered address at Avda. Bartolomé Roselló, 18, Ibiza, Balearic Islands (Spain).

The data of Contest Participants will be the identification details needed to participate in the Contest.

The purpose of this processing is to manage the Contest, as well as deliver the Prize, and the lawful basis is the consent given when the data subject accepts these terms and conditions and takes part in the Contest.

Generally, their data will not be transferred to third parties unless:

- legally required by the National Tax Authorities to comply with tax obligations relating to the Contest, if applicable,
- legally required by the administrative authorities, which might require it with regards to

compliance with the data controller's legal requirements or proceedings potentially opened in relation to participant claims, or

# legally required by the relevant authorities; and

Additionally, the data of winners will be transferred to REAL MADRID C.F. exclusively to carry out the delivery of the Prize.

Participant data will be retained during the Contest. Once the Contest ends, it will be kept for the period required to respond to any claims.

Winners and alternates data, including where their selection is ultimately unsuccessful, will be kept for the period required to manage delivery of the Prize, publication of Contest results and to comply with legal, tax and administrative requirements linked to the Contest. After the Contest, it will be kept for the legally required periods, and specifically for the statute of limitations required for potential tax and administrative liability, as well as legal actions which could arise therefrom and due to the promotion.

The Participants can exercise their rights to access, rectify, delete, transfer, restrict processing or, where applicable, object to processing, as well as revoke their consent.

To exercise these rights, they must write to the address indicated above or the email address rgpd@palladiumhotelgroup.com. They must specify which rights they wish to exercise and send a photocopy of their national ID or equivalent identity document. If acting through a legal or voluntary representative, this person must also provide an identity document and document proving this representation.

Moreover, if they believe that their right to personal data protection has been infringed, they can file a complaint with the Spanish Data Protection Agency (AEPD) (www.aepd.es).

# 7. Acceptance of the terms and conditions

The Participant accepts these terms and conditions by expressly accepting its participation in the Draw.

## 8. Claims period

Claims of any kind regarding the Contest and these terms and conditions must be filed within THIRTY (30) calendar days from the end date of the Prize Delivery Period. Once this period has ended, no claims will be accepted.

# 9. Law and jurisdiction

These terms and conditions are governed by Spanish common law. For any queries which could arise regarding their interpretation, the parties will refer to the jurisdiction of the courts and tribunals of Ibiza, Balearic Islands (Spain), expressly waiving any other applicable jurisdiction.