

## TERMS AND CONDITIONS FOR THE 'PALLADIUM REWARDS – SOCIAL PAID' CONTEST

by **PALLADIUM GESTIÓN, S.L.U.**, 19 April 2021

### 1. Company organising the Contest

**PALLADIUM GESTIÓN, S.L.U.**, with registered address at Avda. de Bartolomé Roselló, 18; 07800 Ibiza, Balearic Islands (Spain), with Tax ID number B-16.652.760 (hereinafter '**Palladium**') is organising a contest called **PALLADIUM REWARDS – SOCIAL PAID** (hereinafter the '**Contest**') governed by these terms and conditions, in order to promote the loyalty programme known as Palladium Rewards, a programme that rewards members' stays and consumption at hotels operated by Palladium or its business group, by assigning points that can be subsequently exchanged for stays and services at these hotels (the '**Programme**').

### 2. Duration, requirements and mechanics of the Contest

The Contest will run from 00:01 hours on 19 April 2021 to 24:00 hours on 15 July 2021

Participation in this Contest is open to any individual over EIGHTEEN (18) years of age, regardless of their country of residence<sup>1</sup>, who has agreed to participate in the Contest, access to which will be available from the REAL MADRID C.F. Instagram and Facebook profiles, and who provides the required data, via the website [rewards.palladiumhotelgroup.com](https://rewards.palladiumhotelgroup.com) to which they will be redirected after expressly agreeing to participate, in order to register as a member of the Programme<sup>2</sup>.

(the '**Participants**' and, individually, the '**Participant**').

### 3. Selection of the winners

A draw will be held no later than the tenth business day of the months of May, June, July and August 2021 ('**Dates of the Draws**' and, individually, '**Date of the Draw**') among those Participants who have registered in the Contest during the calendar month immediately preceding the calendar month in question. In the case of April, during the period between the 19<sup>th</sup> and 30<sup>th</sup> day of that month and, in the case of July, during the period between the 1<sup>st</sup> and 15<sup>th</sup> day of that month.

Each Draw will be held by means of a computerised process, before the Notary Public of Madrid Mr Manuel Richi Alberti (with whom these terms and conditions will also be deposited), and will

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

include all Participants registered in the Contest in the immediately preceding calendar month except in the case of April, in which it will be exclusively considered the period between 19<sup>th</sup> and 30<sup>th</sup> day of the month and July, in which it will be exclusively considered the period between 1<sup>st</sup> and 15<sup>th</sup> day of such month . In each Draw, ten (10) winners and ten (10) alternates will be selected.

The results of each Draw will be published on Palladium Rewards social media (Facebook and Instagram). Additionally, within a maximum period of three (3) business days as of the Date of the Draw, Palladium will contact each winner via the email address that is on record in the Programme's database to inform them of the result.

#### **4. Prize – Terms and Conditions**

The winners of each Draw will receive the shirt of the player which, when they were informed by Palladium that they were the winners, they choose from among the players of Real Madrid C.F.'s first-team basketball or football squads (the '**Prize**')<sup>3 4</sup>.

Within a maximum period of thirty (30) calendar days as of the Date of the Draw, the Prize will be sent by post to the address that each winner indicated when they registered with the Programme ('**Prize Delivery Period**').

In the event that any of the winners have unsubscribed as a member of the Programme prior to (i) the Draw Date; or (iii) prior to being notified as the winner, the Prize will be awarded to the first alternate winner and, in the event that the latter has also unsubscribed from the Programme prior to the situations described in points (i) and (ii), the Prize will be awarded to the second alternate winner and so on. This procedure will also apply if there is an error in the details provided by the Participants that are declared the 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 that prevent the identification or location of the winners of any of the Draws.

Palladium will not be held liable for losses and damages of any kind which could occur if the systems used to participate in the Contest and/or which allow for its operation and/or completion are unavailable or not continually available and, in particular, including but not

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<sup>3</sup> It must be a player who, on the Date of the Draw, is a member of Real Madrid C.F.'s first-team basketball or football squads.

<sup>4</sup> The availability of stock of all the shirts of the selected player is not guaranteed.

limited to, the inability to access the web systems and platforms used for this purpose, as well as failures in the forwarding of the Prize by mail.

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

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

## **6. Data protection**

For the purposes of the prevailing legislation 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 will be processed by Palladium Gestión, S.L.U., as the data controller; with registered address at Avda. Bartolomé Roselló, 18, Ibiza, Balearic Islands (Spain).

The Participants' data for these purposes are the identification details needed to participate in the Contest.

The purpose of this processing is to manage the Contest, as well as to publish the winners and process the delivery of the Prize. The legitimacy for this processing resides in the express acceptance by the interested party of these terms and conditions for their participation in the Contest.

3. The exchange will be subject to the Programme's terms and conditions available at [www.palladiumhotelgroup.com/es/rewards/conditions](http://www.palladiumhotelgroup.com/es/rewards/conditions).

Your data will not be transferred to third parties unless legally required by:

- the Spanish Tax Administration Agency to comply with tax obligations relating to the Contest, if applicable;
- the administrative authorities that may demand disclosure in the context of the data controller's compliance of its legal requirements or in the context of proceedings that may be initiated by the former in relation to claims filed by the Participants;
- the competent legal authorities; as well as
- REAL MADRID C.F. for the forwarding of commercial information by electronic and ordinary means, provided there is record of the Participant's consent to this end.

The results of the Contest will be published on Palladium Rewards social media (Facebook and Instagram) in accordance with the principle of data minimisation.

Participants' data will be retained for the duration of this Contest. Subsequently, the data will be blocked and retained for the legally established period in order to respond to any potential claims.

Data relating to the winners and the alternates winners, including when their selection is ultimately unsuccessful, will also be kept for the period required to process delivery of the Prize, to publish the Contest's results, and to comply with legal, tax and administrative requirements associated to the Contest. Subsequently, the data will be blocked and retained for the applicable statute of limitations to address any potential tax and administrative liability, as well as legal actions which could arise therefrom and from the promotion thereof.

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

To exercise these rights, a written request must be submitted to the address indicated above or the email address [rgpd@palladiumhotelgroup.com](mailto:rgpd@palladiumhotelgroup.com). This request must specify which rights the data subject wishes to exercise and, in turn, must include 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 personal data protection rights have been infringed, they can file a complaint with the Spanish Data Protection Agency -AEPD- ([www.aepd.es](http://www.aepd.es)).

#### **7. Acceptance of the terms and conditions**

The Participant accepts these terms and conditions in advance by expressly consenting to participate in the Contest.

#### **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 of each one of the Draws that form part of the Contest. Once this period has elapsed, no claims will be accepted.

#### **9. Law and jurisdiction**

These terms and conditions are governed by Spanish common law. For any disputes that may arise regarding their interpretation, the parties submit to the jurisdiction of the courts and

tribunals of Ibiza, Balearic Islands (Spain), expressly waiving any other jurisdiction to which they may be entitled.