

## **TERMS AND CONDITIONS OF THE PROMOTION “ATLÉTICO DE MADRID 21/22 HOME JERSEY”**

### **1. ORGANIZING COMPANY AND PURPOSE**

Club Atlético de Madrid S.A.D, (hereinafter "Club Atlético de Madrid"), with CIF A-80373764 and registered office at Avenida de Luis Aragonés 4, 28022, Madrid, registered in the Mercantile Registry of Madrid, organizes a promotional action on Twitter (hereinafter the "Promotion") with the purpose of promoting Club Atlético de Madrid.

### **2. ACTION DATES**

The Promotion will begin when @AtletiEnglish announces the giveaway and will last 7 days since the moment of the announcement. Entries out of this period will not be taken into account.

### **3. PROMOTION DYNAMIC**

On November 22, 2021, Club Atlético de Madrid will announce the beginning of the Promotion on the club's official English-language account (<http://www.twitter.com/atletienglish>). From that moment on, it will be possible to participate, fulfilling the requirements described, until the end of the Promotion on November 29, 2021 at 6pm CET.

Those who have the account on 'public mode', retweet the announcement post and follow the @AtletiEnglish Twitter account will be considered participants in the giveaway.

Club Atlético de Madrid will contact the winners via its English-language Twitter account.

Once the period of the promotion is over, each participant will be assigned with a number (by inscription order). The winner will be chosen randomly via the "Cool-tabs" website that guarantees an objective and aleatory number. Furthermore, a second-placed and third-placed winners will be selected. If the selected winner does not answer within 48 hours of the first communication, the second-placed participant will be the winner, and so on.

Club Atlético de Madrid will communicate to the winner the steps to enjoy the prize. In the event that there is no Participant who meets the requirements or in the event of not accepting or collecting the prize as established in these rules, the prize will be void. The Prize does not include anything that is not mentioned in the previous point.

### **4. PARTICIPATION REQUIREMENTS**

Participation in the Promotion is free and those who participate in Twitter (hereinafter, the "Participants") may benefit from it by following the promotion's dynamic and complying with the terms of these Terms and Conditions.

The Participants understand and expressly accept that participating in the promotion implies that their names and image will be published, visualized and shared by the rest of the online users in the promotion and Club Atlético de Madrid's media, without this fact infringing or affecting their privacy in any way.

The participation in this promotion implies the express acceptance of Twitter's Terms and Conditions of Use.

If the Participant is a minor, it will be an indispensable condition to prove the consent of his/her parents, tutors or legal representatives both to participate and, if applicable, to receive the prizes detailed in these rules.

Club Atlético de Madrid reserves the right to automatically expel any Participant that it considers to be misusing or abusing this promotion, cancelling their participation.

Misuse is understood to be the non-compliance with any condition included in these Rules and/or the Twitter Terms and Conditions, as well as the performance of all those interventions of an offensive, violent, sexist, racist, sexual or pornographic nature or that may violate the fundamental rights of individuals.

Excluded from this promotion are:

- The employees of Club Atlético de Madrid.
- The employees of the companies, advertising agencies or promotion agencies that are involved in this promotion.
- The direct relatives (up to the second degree of consanguinity) of the persons included in the immediately preceding points.
- Those persons who have participated in a fraudulent or false manner, with profiles that do not correspond to reality, or which may belong to Internet automation systems and acquisitions, or profiles classified as not secure or carried out illegitimately.
- Minors who do not prove the authorization of their parents, guardians or legal representatives.

## **5. PRIZES FOR PARTICIPATING IN THE COMPETITION**

The prize will consist of one (1) official Atlético de Madrid 2021/22 Home Jersey. The prize will include the shipping costs. The winner, in order to enjoy the Prize, will assume any additional cost that they may have to incur for any concept when they find the Prize limited to that described in the previous paragraph.

The taxation of the prizes will be in accordance with the rules applicable to them.

Club Atlético de Madrid reserves the right to modify the prize for others of equal or superior promotional value at its discretion.

The winners will be able to renounce the prize, but in no case will they be able to exchange it for a different one or for its cash amount, and this renunciation will not give the right to any indemnification or compensation.

The prize is personal and non-transferable, and its sale or marketing is prohibited. The winner and the possible beneficiaries of the prize expressly assume all risks and special situations that may arise from the use or enjoyment of the prize obtained as a result of the Promotion.

## **6. PUBLICATION OF THE IDENTITIES OF THE WINNERS**

The winner accepts that his name will be published in the official Club Atlético de Madrid media. The winner also accepts the use of their image on video or photograph with the aim of communicating the experience resulting from the prize.

In addition to the above, the winner authorizes Club Atlético de Madrid, without any territorial limit, from the moment of the acceptance of these rules, to fix, spread and use, by all written, spoken and filmed means, in any form and on any support, their name, image and voice, for the whole period of protection conferred by the legislation and for all the countries of the world.

## **7. DATA PROTECTION**

We inform you that your data will be treated in accordance with the provisions of the Organic Law 3/2018 on the Protection of Personal Data and the guarantee of digital rights and Regulation EU 2016/679, and will be included in a register of processing activities for which Club Atlético de Madrid S.A.D. is responsible. This data will be stored in this register for the period of time indicated in the regulation and the purpose will be the MANAGEMENT OF THE PROMOTION.

Club Atlético de Madrid will be able to make use of the images, photographs and videos published by the participants, which may be published in the electronic media or social networks of the Club, in order to inform about the activities, and the purpose of the use of the images will be exclusively linked to the correct functioning of the Promotion and always related to the activities that are carried out in it, and will only be treated when they are adequate, pertinent and not excessive in relation to the area and the determined purposes.

You will be able to exercise before Club Atlético de Madrid S.A.D. the rights of access, rectification or suppression, limitation of your treatment, opposition, portability, and to oppose individual automated decisions. Likewise, you will be able to revoke your consent if you have given it for any specific purpose, being able to modify your preferences at any time. They may exercise their rights by sending an e-mail to [datos@atleticodemadrid.com](mailto:datos@atleticodemadrid.com) or to the following address: Avenida Luis Aragonés 4, 28022 Madrid. If you wish, you may read the additional and detailed information on Data Protection in the Legal Notice and Privacy Policy of the Foundation and Club's website <http://www.atleticodemadrid.com/>.

## **8. LEGISLATION AND JURISDICTION**

These Terms and Conditions are governed by Spanish Law and the Participants expressly waive any other jurisdiction and submit to the Courts and Tribunals of the city of Madrid for any controversy that may arise.