

**LA ROCA VILLAGE “Reindeer Roundup”  
TERMS AND CONDITIONS  
REGULAR PRIZES**

This Reindeer Roundup promotion (the “**Promotion**”) is being conducted by Value Retail Management Spain, SL at La Roca Village (“**Village**”, “**we**”, “**us**”).

1. The Promotion runs between 10:00 on 19th November, 2018, until 21:00 on 6 January, 2019, and includes opportunities for you each week to win a 50€ Gift Card (the “**Contest**”).
2. The Contest runs on a weekly basis between every Monday from 19th November at 10:00 until every Sunday from 25th November at 21:00. The closing date to enter the weekly Contest which forms part of the Promotion is every Sunday at 21:00 (the “**Closing Date**”).
3. The **Mobile Device Privacy Notice** governs the collection and use of personal information relating to the Promotion including the Contest. Please read the **Mobile Device Privacy Notice** carefully as it explains the kinds of personal information we collect about you and how it is handled.
4. By participating in the Contest which forms part of the Promotion you agree to these terms and conditions. Note that we are required to contact the winner of the Contest, and so by entering the Contest you consent to being contacted if you should win.
5. **How to enter the Contest**

To be eligible to enter the Contest, you must meet the criteria in clause 6.a below. If you are eligible, you can enter the Contest by submitting your photograph with the reindeer and the sleigh on Instagram, tagging the Village @larocavillage the post and using the hashtag “#atrapaalreno” on the same post.

6. **Eligibility for Contest**

All entrants to the Contest must before the relevant Closing Date:

- a. be 18 years or over or, if your entry is submitted through an Instagram public account registered to a user under 18 years old then you promise you are the legal guardian, parent or representative of that user and you enter this Contest on these terms and conditions on that user’s behalf;
- b. have access to the Village’s app La Roca Village (the “**App**”) (not available for Android);
- c. have scanned all nine (9) reindeer using the App;
- d. have taken a photograph of the final reindeer animation at the sleigh in the Village; and
- e. have a public account which has been used to submit your entry into the Contest.

In entering the Contest, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Village may require you to provide proof that you are eligible to enter the Contest.

7. **Contest Terms and Conditions**

- a. The Contest is only open to entrants:

- i. who are eligible;
- ii. post the photograph on their Instagram account; and
- iii. tag the Village @larocavillage in the post and using the hashtag “#atrapaalreno” on the same post,

in advance of the Closing Date (detailed above).

- b. Valid entries are only accepted for the relevant week in which they are submitted. All entries received after the end of the Promotion are automatically disqualified.
- c. No purchase is necessary to enter the Contest. Only one entry per person is permitted.
- d. On the Monday following the relevant Closing Date, the winner will be selected using random.org and will win a 50€ Gift Card (worth approximately 50€ (the “Prize”).
- e. Winners will be contacted by the Village using direct message on Instagram. If a winner does not respond within one week of the Village sending this request, the Village shall be entitled to treat such winner as disqualified from the Promotion and the Village may randomly select another winner as the new winner.
- f. The winners will be announced every Monday via Instagram Stories . If you are a winner, you hereby consent to your name, Instagram username, and Content (defined below) to be announced on the Village’s official social media accounts.
- g. Please allow 21 days from the relevant Closing Date for delivery of the Prize.
- h. Entries submitted via agents or third parties are invalid.
- i. The Contest is not open to employees of the Village or its affiliate companies or such employees’ family and household members.
- j. No responsibility will be accepted for entries that are lost, late, misdirected, incorrect, garbled or incompletely received, for any reason, including (but not limited to) by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at the Village’s servers or elsewhere. The Village is not responsible for any human or other error that may occur in the processing of entries/surveys nor for any damage to any entrant’s or any other computer equipment arising from accessing or downloading any materials in connection with the Contest.
- k. Every effort will be made to supply the Prize, but in the event that this is not reasonably or practically possible, an equivalent prize will be offered, which will be selected at the Village’s sole discretion.
- l. Prizes are not transferable to any third party and cannot be exchanged for cash, any other prize or redeemed in conjunction with any other offer or promotion.

- m. The winners agree to take part in, and (if required by the Village) will make themselves reasonably available for, post event publicity and hereby consent to the use of their name and photograph for such publicity purposes.
- n. The Village has arranged these prize draws in good faith and, to the extent permitted by law, does not accept any liability in relation to any consequences arising from entry to, or failure to enter, the Contest.
- o. The Village in its sole discretion reserves the right to disqualify any person tampering with the entry process or the operation of the Contest, acting in breach of any of these terms and conditions or whom it has reason to believe is ineligible to enter. The Village reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the Contest.
- p. The Village's decision is final and binding and no correspondence will be entered into.
- q. If due to circumstances outside the Village's control or if the Village deems it necessary to suspend or cancel the Contest, the Village reserves the right to do so, without incurring any liability to any entrant participating in the Contest.

## 8. Our use of your Content

- a. By uploading your photograph or agreeing for your photograph to be uploaded to your account, tagging the Village @larocavillage and using the hashtag "#Cazalareno" ("**Content**"), you agree to be bound by these terms and conditions.
- b. We reserve the right to make additions or deletions to the text or graphics (including editing any photograph(s) or graphic material) of your Content.
- c. If Content that you have uploaded or made available to us is selected, it means that your Content will be displayed or appear on our social media account. Other users will be able to view, and have access to, your Content and will be able to elect to share the same via social media sites (including, without limitation, potentially Facebook, Twitter, Pinterest, Instagram, Weibo, WeChat, etc.)
- d. With the exception of personal data (which will be treated as set out in accordance with our **Mobile Device Privacy Notice**) all submissions by you of Content will be treated as non-proprietary and non-confidential and may be made available to the general public and used by us without restriction.
- e. You retain all of your ownership rights in your Content. However, by uploading your Content, or agreeing for your Content to be uploaded by us, you hereby grant us and the Village Brand (defined below) a limited, sublicensable licence to use, modify, adapt, store, copy and make available to third parties such Content, as well as your name, profile picture, image, likeness, comments, posts, statements or other information, in any form, media, technology, whether now known or hereafter developed, alone or as part of other works, for any purpose whatsoever (including without limitation for commercial and promotional purposes). By way of definition, the "**Village Brand**" means (a) Value Retail PLC (Registered Number 2782532), its shareholders and Affiliates; and (b) any company or entity, and its Affiliates, to which (i) Value Retail PLC (ii) Value Retail Management Limited or (iii) their Affiliates licenses or provides services.

- f. You promise and continue to promise that:
  - i. your Content does not depict anything which is unlawful, threatening, libelous, defamatory, obscene, pornographic or profane, could constitute or encourage conduct that would be considered a criminal offence or breach of any law or contains anything inappropriate or anything else contrary to common standards of taste and decency, or that is deliberately intended to upset other users, and that accompanying comments (if any) are not defamatory or disparaging about us or the Village Brand, or any third parties;
  - ii. your Content does not constitute or contain software viruses, commercial solicitation, chain letters, mass mailings or any form of “spam”;
  - iii. you will not use a false email address, impersonate any person or entity or otherwise mislead us as to the origin of your Content;
  - iv. you are the legal and beneficial owner of all the intellectual property rights in your Content (other than any third party logos, brand names or artwork featuring in your Content), that it is your original work and does not infringe any third party rights including patents, trade marks, copyright or unregistered rights.
  - v. you have the full legal right, power and authority to grant us the licence provided for herein;
  - vi. you have obtained all relevant rights and written permission from individuals featuring in your Content, and that your Content does not feature anyone under the age of 18 unless it is your own child (you being the legal representative) and you have that child’s consent;
  - vii. you hereby waive and agree not to assert (and promise that all individuals featured have waived and agreed not to assert) any moral rights in, and in connection with, your Content; and
  - viii. if necessary, you agree to do all such other things and execute such other documents as we may reasonably request in order to allow us to use your Content as contemplated in these terms and conditions.
- g. Our official social media accounts may include the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content’s accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties are those of such third parties and not of us or the Village Brand, and we and the Village Brand do not endorse any such opinions, statements or materials.
- h. You acknowledge and agree that we have no control over, and shall have no liability for any damages resulting from, the use (including without limitation, republication) or misuse by any third party of information voluntarily made public through any use of our official social media accounts. If you choose to make any of your personally identifiable information or other information and/or your Content available for use by us, you do so at your own risk.
- i. It is not possible for us to be aware of the contents of each comment or review displayed on, or information, materials, products, and/or services available through, our official social media accounts (or any portion or portions of them). We operate on a “notice and takedown” basis. If you believe that any comment

or review displayed on, or information, materials, products and/or services available through our official social media accounts (or any portion or portions of them) contains a defamatory statement, please notify us immediately by writing to us at Legal Team, La Roca Village, La Roca del Vallès 08430 (Barcelona) or by e-mailing us at [legal@larocavillage.com](mailto:legal@larocavillage.com). On receipt of notice by you, we will use all reasonable endeavours to remove the defamatory content complained about within a reasonable time.

9. In compliance with the provisions of the current legislation, if applicable, Value Retail shall withhold and pay the relevant Personal Income Tax payment to the winner, and the prizes shall be filled in the relevant tax form.
10. These terms and conditions shall be governed by Spanish law, and the parties submit to the non-exclusive jurisdiction of the courts of the city of Barcelona
11. The Village, whose registered address is: La Roca Village, La Roca del Vallès 08430 (Barcelona), or at [legal@larocavillage.com](mailto:legal@larocavillage.com).