

**TERMS AND CONDITIONS FOR
“SPANISH BRANDS AROUND THE WORLD”
CONTEST BY THE LEADING BRANDS OF SPAIN FORUM**

1.- ORGANISERS, TERRITORIAL SCOPE, TIMELINE AND PARTICIPANTS

THE LEADING BRANDS OF SPAIN FORUM FOUNDATION (hereinafter “FORUM FOUNDATION”), with a registered address at Calle Ayala, 11, 2 Planta, 28001 Madrid, and company tax registration no. G-83355768, will run a contest-type promotion that will take place from 18 July to 8 August 2017, both inclusive. Participants may be any users over the age of 18 that fulfil the requirements of these terms and conditions and visit FORUM FOUNDATION profiles on Instagram (@brandsofspan), Twitter (@BrandsofSpain) or Facebook (@forodemarcas) and participate via these respective public profiles or via the website www.marcasxelmundo.com under the terms and conditions listed below.

By participating in this contest, participants accept all of these legal terms and conditions and also any decisions made by FORUM FOUNDATION regarding application and interpretation of the same.

This contest is free of charge and may not be accumulated with any other contest by FORUM FOUNDATION.

2.- OBJECT

The objective of this contest is to show Spanish public opinion a reality that is not always sufficiently clear and this is the extensive international presence of Spanish brands and companies. The goal is to do this while also encouraging the participation of the Spanish audience and activating interaction with their contacts on an international level to create a viral reaction on social media. This will help show Spanish society that there are Spanish brands anywhere in the world and it will activate the audience abroad to interact with these brands. The brands represent the spearhead of the Spanish foreign sector and the aim is for the idea to be emulated by other companies.

3.- PRIZES

The prizes for this contest are 3 double trips, which each include:

- 1 return trip for the user that invited the participant.
- Another return trip for the user who took part in the contest, uploading material (photo or video) to any of the platforms for participation mentioned above.

The aforementioned prizes must be used within one year from the date the promotion ends and must cost a maximum of €500 for return trips within the European Union and a maximum of €1,500 for trips outside that area or when the participant is flying from outside the European Union. The price set for the prizes is limited to return flights to

the destination (including taxes and charges), not including any other transport relating to the trip.

The prizes for this contest may not—under any circumstances—be changed, amended, exchanged for cash or other, or transferred at the winner’s request.

FORUM FOUNDATION reserves the right to substitute the aforementioned prizes with others of similar value and characteristics in the case of force majeure.

4.- HOW IT WORKS

To enter this contest, all users over 18 years of age who learn of the campaign through FORUM FOUNDATION profiles on Instagram (@brandsofspan), Twitter (@BrandsofSpain) and Facebook (@forodemarcas) social media or on the www.marcasxelmundo.com website must:

-Invite a contact abroad to participate in the contest via these platforms.

-To enter the contest, the aforementioned contact, who is the participant, must go to the website and provide the information requested on the form (name without surname, Spanish brand from a series of Spanish brands that belong to FORUM FOUNDATION and appear on the form by default or type another Spanish brand that does not belong to FORUM FOUNDATION, city and contact email). The participant must publish a photograph or video of themselves (lasting a maximum of 5”) with a Spanish brand somewhere abroad.

Participating via Instagram or Twitter:

- Via the posts published on these platforms by FORUM FOUNDATION, invite a contact of yours who lives abroad to participate.

- To enter the contest, the aforementioned contact, who is the participant, must publish a photograph or video of themselves (lasting a maximum of 5”) with a Spanish brand somewhere abroad and add the hashtag #marcasxelmundo.

This material may be used by FORUM FOUNDATION in a photo/video carousel on both the aforementioned website and in outdoor digital screen advertising in different Spanish cities.

Any photos/videos submitted must be original and previously unpublished. FORUM FOUNDATION reserves the right to eliminate any photos/videos from the contest that contain illegal, threatening, offensive, defamatory, obscene or pornographic material or any material that infringes on any type of third-party right. Photos/videos where no brand can be identified or the brand cannot be identified as being Spanish will also be eliminated from the contest.

A jury will verify the content of the participants' photos/videos to ensure that it meets the terms and conditions set out herein and, in general, that the content does not infringe on any rights set out in the Spanish Constitution or in current legislation.

As of 9 August 2017, from all the material sent by participants within the submission period stated above, the jury will choose the three user winners whose material most appropriately, in their opinion, meets the assessment criteria with regard to originality, quality, creativity and the prominence of a Spanish brand belonging to THE LEADING BRANDS OF SPAIN FORUM FOUNDATION in a setting in an iconic city or place outside Spain, which will win the prizes described in the above point.

Each participant may upload as much material as they like to any of the social media platforms and the website to participate in this contest, as long as it complies with these terms and conditions.

5.- JURY

The jury will be formed by Members of the Board of Directors of THE LEADING BRANDS OF SPAIN FORUM FOUNDATION and/or their advertising agency CONTRAPUNTO BBDO, who will be responsible for checking the material uploaded by participants and awarding the prizes describe in point 3.

Participants in this contest must abide by the decisions made by the jury and adhere to any information it provides, where applicable, and their decisions may not be appealed.

6.- ANNOUNCING THE WINNER

Before 30 September 2017, FORUM FOUNDATION will announce the names of the three winners by email sent to the addresses provided by participants on the participation form. They will thus notify the winners that they have won a prize and the latter will have to send a response email providing proof of their age and naming the contact that invited them to take part in the contest so that FORUM FOUNDATION can give them their prize and also provide them with all the details of the same. The jury will also ask the winners to send their personal details (name, surname, and any other details that may be required) so that they manage the delivery and, where applicable, the signing of a letter of acceptance for these prizes.

The letter of acceptance must be completed and signed by the winner/s, who must attach a copy of their passport or national identity document and send it, within 7 calendar days from the date it is sent to the winner, to the address that FORUM FOUNDATION specifies in the email.

If no response is received within 7 days of the aforementioned date, another winner will be chosen. If no response is received from the new winner within the specified time either, the prize will be declared void, pursuant to procedure.

The jury reserves the right to not award a prize if participants do not comply with these terms and conditions or if the material received does not meet their minimum quality requirements.

7.- AUTHORISATION FOR USE OF THE WINNER AND PARTICIPANTS' NAME, IMAGE AND/OR VOICE AND TRANSFER OF RIGHTS TO USE THE PROPOSALS SUBMITTED

For the purposes of Spanish Law 1/1982, of 5 May, on civil protection of the right to respect for private and family life and protection of one's own image and Spanish Law 15/1999, of 13 December, on personal data protection, any participant whose material has been accepted by FORUM FOUNDATION accepts and authorises both FORUM FOUNDATION and any company that it hires to promote its products to reproduce and use their name, surname, voice and image in any advertising or promotional activity relating to this contest, without this use conferring any right to remuneration or benefits of any kind, with no limitation as regards time or territory.

Likewise, participants authorise the transfer to FOUNDATION FORUM of any reproduction, distribution or public announcement rights, as applicable when the material sent is susceptible to protection in the area of intellectual property, so that it may be used on all advertising material linked to this contest (and also the internet and RSS) without this accruing any right to perception of financial compensation of any kind.

In any case, the winning participant undertakes to sign any public or private documents that may be asked to by FORUM FOUNDATION.

No information—including imagery—that infringes the privacy of another person or the rights of another person in any other way (including industrial and intellectual property rights, where applicable) may be transmitted.

8.- FRAUD

If FORUM FOUNDATION or any entity that is professionally connected with this contest detects any anomaly or suspects that any participant is hindering the normal progress of their participation in this contest, illegally altering their registration or their participation using any procedure, technique or software to falsify their participation or adversely affect other participants, it may unilaterally eliminate this participant and reject their entry. In this regard, it is important to add that FORUM FOUNDATION has enabled the necessary technological support to detect any possible fraudulent, anomalous or deceitful action that aims to alter participation in this contest by winning a prize through illicit means. Therefore, FORUM FOUNDATION reserves the right to eliminate any participant proven or suspected to be acting irregularly in this regard, and will not have to notify the participant of this.

9.- RESTRICTIONS ON PARTICIPATION

No employees of FORUM FOUNDATION or of any of the companies that play a part in this contest or any of their relatives (to a third or lower degree of blood relationship) or any legal entity or persons under 18 years of age may participate in this contest.

10.- DATA PROCESSING

Pursuant to the provisions of Spanish Law 15/1999, of 13 December, on personal data protection and regulations for its application, you are informed that FORUM FOUNDATION, in the capacity of data controller, will process participants' personal data in order to manage their participation in the contest, contact the winner via social media, check that they comply with the conditions for being a participant and a winner, deliver the prize and publish the name used by the winner for participating in the contest on the aforementioned social media.

Pursuant to the provisions of Spanish Law 15/1999, you are informed that the photographic material and personal data collected during the participation process will be processed by FORUM FOUNDATION for managing and controlling this contest and participants must consent to the publication of this data and photographic/video material within the scope and under the terms and conditions set out herein.

Participants guarantee and are responsible for the veracity, accuracy, validity and authenticity of their personal data.

Participants may exercise their rights of access, rectification, cancellation and opposition by sending a written notification of the same with a photocopy of their national ID to the aforementioned address for FORUM FOUNDATION. They may also revoke any consent they have given by doing so in writing to the aforementioned address or by sending an email to foro@brandsofspain.com.

11.- INTELLECTUAL PROPERTY AND IMAGE RIGHTS

If the image of any third party—including minors—appears to the same degree as that of the participant, in any photo/video submitted, the participant guarantees that they themselves appear in the image and undertakes to obtain the express consent of these third parties and, in the case of minors, of their parents, guardians or legal representatives, also undertaking to sign any authorisations for transfer of rights to use of image that FORUM FOUNDATION may deem necessary, although mere participation in the contest entails a firm and irrevocable commitment to the transfer of the aforementioned rights under the terms and conditions set out below.

Participants and authors of the photos/videos uploaded to the aforementioned social media and website transfer—free of charge, exclusively and indefinitely—all intellectual property rights that may be derived from them to FORUM FOUNDATION. Likewise, participants must avoid damaging the image of FORUM FOUNDATION at all times, ensuring that this image is always positive.

Participants in this action hold FORUM FOUNDATION and their collaborators blameless for any responsibility derived from plagiarism or any other infringement of current legislation and, by accepting these terms and conditions, guarantee that they are the holders of the intellectual property rights that allow them to transfer them to third parties within the scope, territory and time period set out in the above paragraph without infringing on the rights of any third parties.

Participants state that they themselves created the content of these multimedia files and that it is not, under any circumstance, material that is protected by copyright or trademark protection belonging to a third party, except for the brands belonging to FORUM FOUNDATION. Participants will be held solely responsible for the legality of the content submitted, and will hold FORUM FOUNDATION blameless with regard to any damages that be derived from the same, both as regards FORUM FOUNDATION and third parties.

The transfer of intellectual property rights for the photos/videos does not generate or involve any financial right, remuneration, payment of fees or any other type of compensation for the participants.

12.- RESPONSIBILITY AND AMENDING THE CONTEST

FORUM FOUNDATION reserves the right to shorten, extend, amend or cancel this contest, under exceptional circumstances that make it advisable, and will announce these circumstances so as to prevent them adversely affecting contest participants.

FORUM FOUNDATION will not be held responsible for any delays, losses or impairments that are not attributable to them. Nor will FORUM FOUNDATION be held responsible for force majeure (such as strikes, etc.) that may prevent the winner from totally or partially using their prize. FORUM FOUNDATION will be held blameless for any responsibility in any of the aforementioned cases and for any damages or injury that may occur while making use the prize.

FORUM FOUNDATION will be held blameless for any damage that may arise of any kind due to the temporary lack of availability or continuity of the internet and social media via which participants take part in the contest, preventing access to them and the aforementioned participation in the contest.

FORUM FOUNDATION will not provide data service connectivity or be held responsible for any operator issues that prevents participation.

FORUM FOUNDATION reserves the right to eliminate from the contest any participant who does not comply with the terms and conditions of the same, who cheats or who prevents the correct functioning and normal and regulated progress of the same, without prejudice to any legal proceedings that it may also bring against them.

13.- TAXATION

The contest prizes are subject to the provisions of Spanish Law 35/2006, of 28 November, on income tax and the partial amendment to corporate tax, taxation on non-residents and capital gains tax. The provisions of Spanish Royal Decree 439/2007, of 30 March, which approves the current income tax regulations and other additional provisions for application of the same also apply. By virtue of this, this will be at the winner's expense and they should proceed as indicated in point 3.

Pursuant to the aforementioned regulations, contest participants are informed that the prizes awarded for taking part in games, contests, raffles or random combinations connected to the sale or promotion of assets or services are subject to income tax withholdings whenever the value of the prize is greater than €300.

To this effect, we announce that *the market value in kind for the prizes is equal to the acquisition value, increased by twenty per cent (20%)*, pursuant to article 105.1 of the aforementioned Spanish Royal Decree 439/2007, of 30 March, by which the income tax regulations are approved.

In relation to the above and in compliance with current taxation regulations, FORUM FOUNDATION will withhold the corresponding income tax from the prize awarded and, at the appropriate time, it will the corresponding certificate to allow the participant to comply with their tax obligations as they have to include this prize in their income tax return along with their other income, and the amount recorded in the certificate of income tax withholdings should be deducted from the total payable.

The participant must observe the provisions of point 3 and this point with regard to the prize as it is worth more than €300.

To this effect, once the results of the contest are announced, the winner must confirm their personal details and provide a photocopy of their national ID or Spanish residency card so that the tax withholdings referred to in point 3 and this point may be withheld.

Notwithstanding the above, when the winner receives the prize, they must sign an acknowledgement of receipt for the prize.

If the contest winner does not comply with the processes and actions set out in point 3 and this point, they will lose their right to the prize in question.

14.- RESOLVING DISPUTES

Participants accept the criteria of FORUM FOUNDATION with regard to resolving any matter derived from this contest.

For any dispute that may arise regarding interpretation and application of these terms and conditions, both FORUM FOUNDATION and the participants in this contest expressly submit to the jurisdiction of the courts of Madrid and reject any other jurisdiction that may correspond to them, except in the case of consumers, where it will be according to their address.

15.- MANAGING THE CONTEST OVER THE INSTAGRAM, TWITTER AND FACEBOOK PLATFORMS

The Instagram, Twitter and Facebook platforms do not sponsor, support or administer this FORUM FOUNDATION contest in any way, nor are they associated with the same, so participants will not be connected in any way to these platforms.

FORUM FOUNDATION will inform participants of any information or circumstances relating to this contest via the aforementioned social media.

16.- DEPOSITING OF TERMS AND CONDITIONS

The terms and conditions for this contest are deposited with and noted in the protocol of the notary member of the Madrid Notary Society, Mr Luis Máiz Cal, whose registered office is at Paseo Pintor Rosales, 20, 2, 28008 Madrid, and they are published in the Spanish Digital Archive for Contest Terms and Conditions (ABACO due to Spanish initials)—a service of general interest provided by the Board of Notaries—and published at www.notariado.org/liferay/web/notariado/e-notario and available to anybody who would like to see them, and they are also available at www.marcasxelmundo.com.