TERMS AND CONDITIONS FOR “GAMEDAY STORIES” PRIZE DRAW
OFFICIAL RULES FOR PARTICIPATION

FIRST: OBJECT

The purpose of this document is to establish and make known to all interested parties the rules that apply to the promotion for advertising purposes with a prize to be awarded to a winner chosen at random from among all those qualifying participants, according with the mechanics described in these terms.

This random combination for advertising or promotional purposes (hereinafter referred to as "draw" or “prize draw”) is promoted and operated by Rakuten Group Inc. (hereinafter referred to as “Rakuten”), a company incorporated in Japan with its registered office at 1-14-1 Tamagawa, Setagaya-ku, Tokyo 158-0094, in order to promote its image and brand, and to encourage followers on its social networks to become aware of the use of the @rakutensports Instagram profile and to gain new followers.

SECOND: GEOGRAPHICAL SCOPE

This prize draw is international in geographic scope.

THIRD: TIMEFRAME FOR PARTICIPATION

The prize draw will be activated in two different time periods during 2022 (each one hereinafter referred to as the “participation term”):

- The first participation term will begin on 13 February at 00:00 hours and will end on 31 March at 23:59 hours.
- The second participation term will begin on 3 April at 00:00 hours and will end on 31 May at 23:59 hours.

For the first participation term, all entries will be accepted until 31 March, no later than 23:59 hours. After this time, the deadline for participation in the draw will be automatically closed.

For the second participation term, all entries will be accepted until 31 May, no later than 23:59 hours. After this time, the deadline for participation in the draw will be automatically closed.

FOURTH: ELIGIBILITY REQUIREMENTS

Participation will be open to natural persons over 18 years of age who comply with the mechanics defined in rule Five of these terms and conditions. Participation will be free of charge, and it will be a requirement to have a profile on Instagram. If the participants do not have a profile, they may register at the time of participation.

Employees of Rakuten, group companies and external companies involved in the draw, as well as their relatives within the first degree of consanguinity/affinity are not eligible to participate in the prize draw.
FIFTH: MECHANICS OF PARTICIPATION

To take part in the draw, participants must complete the following steps:

1. Follow the @rakutensports profile on Instagram.
2. “Like” the draw-related post published on the @rakutensports profile.
3. Mention two friends with an Instagram profile in the comments of the draw-related post.

Participations can make as many friends mentions as they want in the comments as long as the mention consist of other two different friends, so they will have more chances to win.

Those who comply with all that is described in the present rule and in rule Fourth will have the status of “participants”.

SIXTH: SELECTION OF THE WINNER

For each participation term, among all participants, the day after the deadline for participation, 2 Instagram winners and 2 substitutes, who meet all the eligibility and participation criteria in accordance with the requirements and mechanics set out on these terms and conditions, will be chosen at random.

In the event that Rakuten is unable to obtain the necessary information or to deliver the prize to either the winner or the substitutes, Rakuten reserves the right to re-select the necessary number of substitutes in order to deliver the prizes in this draw.

A participant may only win one prize at a time.

SEVENTH: COMMUNICATION WITH THE WINNER

Once the winners are known, Rakuten will contact the winner via a direct message on Instagram. The message will be sent on the next business day following the winner’s selection. In order to obtain the prize, Rakuten may also contact the winners by email to obtain the necessary information.

Rakuten is not responsible for any technical problems that are not attributable to Rakuten or failures in the Instagram platforms/App that make it impossible for the winner to be aware of their status as a winner or to communicate the required information to be able to benefit from the prize.

EIGHTH: PRIZE, TERM AND CONDITIONS

Each winner will be eligible for one prize on the relevant participation term. The prize consists of an autographed Barcelona Football Club T-shirt, valued at €90. A total of two (2) shirts will be drawn for each participation term.

Rakuten will contact the winner in order to formalise the delivery of the prize. Rakuten will send a direct message via Instagram or an email to the winner specifying the method of delivery, with the shipping costs being borne by Rakuten. The winner will confirm acceptance of the prize.
within 48 hours of sending the message or, where applicable, the email, by the same means, including the documentation and information requested.

If the prize winner does not send the required documentation and information within the aforementioned period of time, it will be understood that the winner does not accept the prize and, therefore, renounces the prize. In this circumstance, Rakuten will act in accordance with rule sixth of these terms and conditions.

The prize may not be sold or marketed to third parties, nor may it be transferred. No financial consideration may be obtained for the prize waiver. The prize is not exchangeable for cash or any other prize or product.

Rakuten will not be liable if the prize cannot be delivered due to reasons beyond Rakuten’s control. In this sense, Rakuten will not be responsible for the cost of reshipping the prize and the winner will be required to pay for the costs of reshipping the prize, to the shipping company contracted by Rakuten.

The tax treatment of the prize will be in accordance with the tax and gaming regulations applicable in each case. The winners will be solely responsible for complying with their formal duties before the relevant competent authority with respect to any tax obligations that may arise on the occasion of the prize being awarded.

**NINTH: DATA PROTECTION**

In accordance with the provisions of General Data Protection Regulation 2016/679 dated 27 April 2016, we inform you that the personal data provided will be the responsibility of Rakuten Group Inc. The purpose of the processing will be the management of the prize draw. The processing of such data is based on the data subject’s consent to participate in the prize draw.

We inform you that the personal data collected herewith will be processed with due diligence and security and in any case in compliance with the legal provisions in force. The data provided will be kept until the end of the draw or for the time strictly necessary to comply with legal obligations.

We inform you that in those cases where there is an international transfer of personal data to third countries outside the EU, this will be carried out with all the guarantees provided for in the applicable regulations, such as in some cases the existence of an adequacy decision between the country of establishment of the controller and the corresponding supervisory authority or any other applicable guaranteed mechanism provided for by applicable data protections regulations. We remind you of your right to lodge a complaint with the competent data protection authority if you consider that the applicable data protection laws have been violated.

In accordance with the mechanics of the prize draw, participants who mentions third parties declares under their responsibility that they have expressly informed of the communication and processing of the personal data of the third parties mentioned in the terms set out in this rule. The participant who makes the mention will be solely responsible for any consequence, complains and/or sanctions that may arise from the absence of the consent of third parties to process their personal data and for any eventual breaches of the applicable data protection regulations that may be incurred.

The data subject may exercise at any time the rights recognised to them, likewise the right of access, rectification, erasure, opposition, limitation of processing and portability by sending an e-mail to welcome@theconnect.co, attaching a copy of their identification document.
Likewise, by participating in the prize draw, the winner expressly consents to the publication of their photo with the prize in the stories or reels of the @rakutensports profile on Instagram.

Rakuten reserves the right to check the veracity of the data provided, as well as the ages and identities of the winners before proceeding with the delivery of the prizes.

**TENTH: ACCEPTANCE OF THE RULES**

Participants are informed that the mere fact of complying with the participation requirements to take part in the prize draw implies acceptance of these terms and conditions in their entirety, so that the manifestation in the sense of not accepting them will lead to the exclusion of the participant, and as a consequence of this, Rakuten will be released from the fulfilment of any obligation contracted with the said participant.

**ELEVENTH: LIABILITY AND WARRANTIES DISCLAIMERS**

Rakuten reserves the right to make any changes to the prize, to extend, suspend or cancel this prize draw, or to change any of the terms and conditions, where there is a legal or force majeure cause to do so.

Rakuten reserves the right to take legal action against any person who commits any type of fraudulent act or act that could be considered as manipulation or falsification of the draw or the means of participation in the draw.

Rakuten is exempt from any liability arising from the winner's acceptance of the prize and the winner will not be able to take any legal action against Rakuten for any reason arising from the prize, its misuse, or the benefit of the prize itself.

Instagram does not sponsor, endorse, or administer this draw. Instagram disclaims any and all liability in connection with this prize draw.