Conditions of participation in the competition "Ronaldo signed UEFA Champions League ball promotion"

1. General

1.1. The "Ronaldo signed UEFA Champions League ball promotion" ("Competition") is organized and carried out by Banco Santander, S.A. ("Santander") with tax identification number A-39000013.

Santander will be the organiser of the Competition and, for the avoidance of doubt, UEFA (Union des Associations Européennes de Football) is not the organiser of the Competition and is therefore not responsible for any problems, disadvantages or disputes arising from or in connection with the Competition.

1.2. The Competition is not affiliated with Instagram and is in no way sponsored, endorsed or organized by Instagram.

1.3. Participation in the Competition is exclusively in accordance with and on the basis of these conditions of participation. By participating in the Competition, the participant accepts these conditions of participation.

2. Participation

2.1. Participation begins on the 16th of August 2020 with the posting of the above mentioned Competition on the Instagram page "Football Santander" (https://www.instagram.com/footballsantander/).

The closing data for participation is the 24th of August 2020 at 23.59 (CET) and there will be a random draw supervised by a Notary in Boadilla del Monte (Madrid, Spain) on the 25th of August 2020.

2.2. In order to participate in the Competition, the participant must meet all the requirements listed below:

- A natural person residing in the United Kingdom, Poland, Germany, Spain and Portugal, and a minimum age of 18 years are eligible to participate. In case of doubt, the respective participant must provide proof of his/her age. The participation with identities of third parties or fake identities is not permitted. Excluded from participation are employees and their family members, authorized representatives, legal successors and agents of Santander.

2.3. Santander reserves the right to exclude any person from the Competition in the event of a breach of these terms and conditions or in the event of intentional or unintentional misrepresentation of the conditions of participation or winning. Persons who use unauthorised aids or otherwise gain advantages through manipulation will also be excluded. In such cases, prizes may be subsequently
withdrawn, reclaimed and substitute winners awarded. In addition, the Competition may be cancelled at any time without giving reasons, especially if the Competition cannot be carried out properly due to legal or technical reasons.

3. Contest task. Profit determination.

3.1. In order to take part in the Competition, the participants entrants must follow Football Santander on Instagram and comment on the post, tagging a friend’s Instagram handle (who must also follow Football Santander) who they would share the prize with by the 24th of August 2020 before 23.59 (CET).

3.2. As it is explained in these Terms and Conditions, two winners will be chosen on the 25th of August 2020 by a random draw supervised by a Notary in Boadilla del Monte (Madrid, Spain).

3.3. The winners will be notified by Instagram direct message by the 26th of August 2020 and will have time until the 28th of August 2020, 18:00 CET, to specify the desired delivery address in the United Kingdom, Poland, Germany, Spain and/or Portugal for the prize to be sent.

Upon receipt of the address, the prize will be sent by post to the address provided. The participant is responsible for the correctness of the data provided.

3.4. The prize will be forfeited without substitution if the winner does not notify the delivery address for the prize by Instagram direct message by the 28th of August 2020 at 18:00 CET (see also point 4.2.). In this case a new winner will be determined.

4. Processing of personal data.

a. Who is responsible for the processing of your data?

Identity of the Data Controller

The entity responsible for the processing of your data is Banco Santander, S.A., an entity registered with the Bank of Spain under registration number 0049, with registered office in Santander, Paseo de Pareda, 9-12 and tax identification number A-39000013.

Contact information

- Postal address: Avenida de Cantabria s/n, 28660, Boadilla del Monte, Madrid.

- Contact e-mail: privacidad@gruposantander.es

- Contact Data Protection Delegate: privacidad@gruposantander.es

b. Why do we process your data?
We treat the data collected with the main purpose of managing your participation in the draw, this treatment being necessary for you to participate. This treatment includes the possibility that if you are the winner of any of the prizes detailed in these rules, your data will be treated to manage the delivery of them, as well as the recording of the images corresponding to their enjoyment as explained in the section on the use of the image of the winners of these rules.

c. What is the legitimacy of the processing?

The legal basis that legitimizes the processing of your data is the execution of the legal relationship between the parties arising from the registration in the draw and the consequent acceptance of these terms and conditions.

d. To whom do we communicate your data?

In general, Santander will not communicate your data to third parties.

A. Communication of your data to other third parties

The person in charge will not communicate your data to third parties unless it is necessary, in case of being the winner of the prize.

B. How long will we keep your data?

The personal data provided will be kept as long as the contractual relationship is maintained, the participant does not request its deletion and it does not have to be deleted because it is necessary for the fulfillment of a legal obligation or for the formulation, exercise and defense of claims.

If the participant revokes his/her consent or exercises the right of deletion, his/her personal data will be kept blocked for the periods of time established by law in order to meet any possible liabilities arising from the processing of such data.

C. What are your rights?

Participants may exercise their rights of access, rectification, suppression, in those cases where it is possible, portability of data, as well as request the limitation or opposition to data processing and not be subject to automated individual decisions, by sending a letter to the following address: privacidad@gruposantander.com, enclosing in both cases a photocopy of your ID card.

Participants may, in any case, file a complaint with the Spanish Data Protection Agency, especially when they have not been satisfied with the exercise of their rights, through the website www.agpd.es.

5. Prize

5.1 There will be two winners chosen on the 25th of August of 2020.

The prize for each winner will be a football signed by Football Santander ambassador Ronaldo Nazario.
5.2. Legal recourse is excluded. A cash redemption, any kind of exchange or alternatives to the offered prize are excluded.

5.3. The prize object of this promotion is not transferable and may not be changed, altered or compensated, nor may it be redeemed in cash. The winner may not market, sell, offer for sale, auction or in any way use the prize in connection with any other contest or promotion.

6. Exclusion of liability

6.1. Given the inherent characteristics of the Internet environment, Santander cannot guarantee that Instagram is free from intrusions, interruptions or suspensions due to fortuitous internal or external causes, cases of force majeure or any other cause beyond its control, therefore Santander is exempt from any liability arising from such events and/or acts.

In view of the above, in the event of interruptions of any kind in Instagram, Santander shall not be obliged to extend the period of time to participate in the platform, and the period stipulated in these terms and conditions shall end, unless Santander determines otherwise.

6.2. If, by reason of unforeseen circumstances or force majeure, the random draw cannot be carried out as originally planned, Santander, to the extent permitted under Spanish law, may cancel, delay or modify the draw or any part of it, without any liability or obligation to any other participant, present or future, to the extent permitted by applicable law and subject to compliance with the relevant administrative procedures and provisions.

6.3. Santander is exonerated from any liability that may arise from any circumstances attributable to third parties that may affect the proper enjoyment of the prize.

7. Acceptance of the Bases

7.1. The fact of participating in this promotion implies the knowledge and full acceptance of the provisions of these terms and conditions formalized before the Notary Public of Madrid, Mr. Gonzalo Sáuca Polanco, as well as the interpretation criteria of Santander regarding the resolution of any issue arising from this promotion.

7.2. Furthermore, Santander reserves the right to interpret and/or modify the conditions of the draw at any time, and even to cancel or annul it, provided there is a justified reason for doing so. In this case, Santander will communicate the modified terms and conditions, or if applicable, the cancellation of the draw as a whole in the same medium where the terms and conditions and conditions of the draw are published, so that all participants have access to this information, as far as possible.

7.3. Similarly, Santander reserves the right to exclude from the draw, and therefore from the awarding of prizes, those participants who, in its opinion, have participated in the draw in an incorrect manner.

8. Applicable law and jurisdiction

8.1. Those terms and conditions are governed by Spanish Law.
Failure to comply with any of the terms and conditions by the participant will result in their immediate elimination.

8.2. The participants and the organizing company accept that any dispute that may arise in the interpretation or execution of these terms and conditions will be subject to the jurisdiction of the courts of Madrid.