

## **DRAW TERMS AND CONDITIONS OF PARTICIPATION: #voyenelasientodeNadal**

### **1. Organising Company**

The company IBERIA L.A.E., S.A. OPERADORA, SOCIEDAD UNIPERSONAL (hereinafter "IBERIA") plans to hold a draw which shall be run in accordance with the provisions of these terms and conditions.

### **2. Duration**

The draw shall begin on 1 November 2013 and shall end on 30 November 2013 at 23:59 Central European Time.

### **3. Aim**

The aim of the draw, which will be run through Iberia's official Twitter account and the personal area of each Iberia Plus customer account, will be to select two winners (one on Twitter and one from the entries made via Iberia Plus customer personal areas).

From all the participants in the draw, two winners will be selected: one from the Twitter participation and one from the entries made via Iberia Plus customer personal areas.

The prize will consist of same-day return flights for two people from the Peninsular Spain to Palma de Mallorca to attend one of Rafa Nadal's training sessions. The prize includes a meal in Palma de Mallorca and a small gift signed by the tennis player.

Iberia is not obliged to acquire a ticket from another company for the journey from Peninsular Spain to Palma de Mallorca. The journey will take place during the week starting 16 December, but may be delayed due to force majeure.

### **4. Participation Requirements**

Any natural persons of legal age who are followers of @Iberia on Twitter from the beginning of the draw until the winners are announced may participate in the draw through Twitter by sending a tweet from their personal Twitter account using the hashtag #voyenelasientodeNadal. Proof of age by means of a valid identity document must be provided when the prize is collected.

All Iberia Plus customers above the age of 18 who have access to the draw through the banner enabled on their iberia.com personal area are eligible to participate in the draw.

In order to receive the prize through either of the two aforementioned means, the winner must join Iberia Plus or already have an Iberia Plus personal number.

### **5. Workings of the Draw**

There are two ways in which entrants can participate in the draw, following these steps:

1. Participation through Twitter: follow @Iberia on Twitter and send a tweet from a personal Twitter account with one of two options:
  - a. Look for the headrests indicating Rafa Nadal's seat on all Iberia flights between 1 November and 30 November. Take a photo and upload it to Twitter mentioning Iberia's Twitter account (@Iberia) and using the hashtag #voyenelasientodeNadal.

- b. Send a tweet from a personal Twitter account mentioning Iberia's Twitter account (@Iberia) including the hashtag #voyenelasientodeNadal and a message of support for the tennis player or any other message.
2. Participation through Iberia Plus customer personal areas: All customers who are registered in the Iberia Plus programme may participate in the draw through their Iberia Plus personal areas, by clicking on the banner enabled on iberia.com

Winners: One winner shall be chosen from each participation channel: winner 1 shall be chosen from all the Twitter participants and winner 2 shall be chosen from all the participants who entered through their Iberia Plus personal areas.

## **6. Selecting the Winners**

The selection of winner 1 and winner 2 from all the entries received via the two methods shall be carried out before a notary. In order to be eligible, the participants must meet the requirements described in point 5 of the present terms and conditions.

In no event may winner 1 and winner 2 be the same person: even if a participant chooses to enter the draw through both channels, he or she may only win through one of them.

The terms and conditions shall be filed with a Notary.

IBERIA reserves the right to delete any fraudulent entries which are made during the draw. Improper use of the website will result in the participant being disqualified.

## **7. Notification of the winners**

The winners shall be notified within one month after the draw ends, either through the Twitter account used to participate in the draw or through the email address associated with their Iberia Plus account. As such, we recommend that participants use active email and Twitter accounts which they check regularly to enter the draw. The user must be a follower of @Iberia, as the notification will be sent via direct message, which can only be sent to followers.

In the event that, for any reason, the winner can not or chooses not to accept the prize within five calendar days of the notification, whether due to rejection of the prize or an inability to locate the winner within five calendar days of the winners being chosen, IBERIA will make a second selection.

## **8. Description and Awarding of the Prize**

Each of the two prizes will consist of return flights (operated by IBERIA) for two people from the Peninsular Spain to Majorca during the week starting 16 December in order to attend one of Rafa Nadal's training sessions. Each prize also includes a meal in the Majorcan capital and a small gift signed by the tennis player. The flights will arrive and depart on the same day that the winners meet the tennis player.

- To be eligible for the prize, participants must follow Iberia's official Twitter account: <http://www.twitter.com/iberia> or be an Iberia Plus customer.
- The winners must provide us with their personal details (name, surname(s), phone number, address, Iberia Plus Number and National ID Card No.) so we can contact them to award the prize.

- Under no circumstances may the prize be subject to exchange, alteration or compensation at the winner's request. The meal in Palma de Mallorca shall not be with the tennis player but with the Iberia Plus team who will accompany the two winners and their companions.
- All travel expenses to and from the departure airport shall be borne by the winners. In no event shall Iberia be responsible for said expenses or any other expenses derived thereof.
- IBERIA reserves the right to declare the prize null and void if none of the winners claims the prize within the period set out in point 7 of the present terms and conditions.
- The period within which the prize can be claimed ends once the periods established in point 7 of these terms and conditions are over.

## **9. Taxation of the Prize**

This draw's prize will be subject to the following: Law 35/2006 on Personal Income Tax and partially amending the Corporate Income Tax Act, the Non-Resident Income Tax Act and the Wealth Tax Act; Royal Decree 439/2007, of 30 March, which approves the Regulations on Personal Income Tax; Law 13/2011, of 27 May, on Gaming Regulations; Decree 3059/1966, of 1 December, which approves the Revised Text on Tax Rates; and any other related provisions, by means of which, if necessary, the corporate entity IBERIA shall be responsible for fulfilling the payment or the performance of the applicable retention. Any other tax repercussions which the awarding of the prize has for the winners shall be their own responsibility.

## **10. Exemption of Liability for Network Malfunctions**

The organising company is not liable for malfunctions in electronic communication networks which impede the normal development of the draw through no fault of the company and especially due to external acts of bad faith.

Neither will the organising company be liable for any transmission problems or loss of data for which they are not responsible.

## **11. Image Rights**

By accepting the prize, the two winners give their consent for Iberia to use, publish and reproduce their name and image, anywhere in the world, without limits, in any kind of advertising, promotion, publication, including the internet, and any other medium, for commercial or informative purposes, provided that these are related to this draw, without making any kind of payment to the participant or having to pay any kind of fee.

## **12. Intellectual Property**

The participants expressly transfer all rights which may be derived from the recording, display, reproduction, distribution, public communication or availability of any image, furnishing, work or object derived from the reproduction of the winning tweet to Iberia, waiving any amount which may accrue for these items.

The parties recognise that all production materials and the rights relating to the content thereof shall be solely and completely owned by Iberia.

## **13. Acceptance of the Terms and Conditions**

By participating in this draw, entrants are deemed to have expressly and fully accepted these terms and conditions and expressly submitted to any interpretative decisions made by IBERIA with regard to these terms and conditions.

By participating in the draw, the participants accept that their names will be published in IBERIA's different media and social media outlets.

Any query, comment or complaint related to the draw should be sent to IBERIA through its Twitter account <http://twitter.com/#!/iberia> or the Iberia Plus Service Centre.

#### **14. Personal data**

The workings of the draw require data to be provided in an accurate and complete manner. If the personal data provided is untrue or incomplete, IBERIA shall be released, with regard to concrete cases, from reaching a successful conclusion to the draw and from any consequence related to this, as a last resort leading to the winners of the draw not being declared.

Notwithstanding the foregoing, IBERIA hereby states that it does not carry out checks as to the veracity of the data, and as such will adhere, in each case, to the data entered by the user, whether or not it is correct.

The personal data provided in order to participate in the draw shall be subject to processing and incorporated in the corresponding file owned by Iberia, all of which is subject to the provisions of Organic Law 15/1999, of 13 December, and Royal Decree 1720/2007 which enacts Organic Law 15/1999.

- By accepting the conditions, participants also explicitly accept the processing of their data, which are solely necessary for the management of the draw, and consent to being sent commercial and promotional material, in accordance with the provisions of Organic Law 15/1999, of 13 December, on Personal Data Protection.
- All those whose personal data is subject to processing may exercise, free of charge, their rights of opposition, access, rectification or cancellation of their data as set out in the provisions of Organic Law 15/1999, on Personal Data Protection. Said rights may be exercised in the following ways: in writing, by sending a request, together with proof of identity, to the following address: IBERIA L.A.E. S.A.O. S.U. Zona Industrial no. 2, Dirección Sistemas/U. Seguridad de la Información y Arquitectura Aplicaciones, 28042, Madrid, Spain. By fax, together with proof of identity to +34 91 587 55 64, addressed to "Atención de Datos Personales". In accordance with Law 56/2007, on Measures to Promote the Information Society, you may also send your request by email to the email address [atencion\\_datospersonales@iberia.es](mailto:atencion_datospersonales@iberia.es), digitally signing your request by means of the electronic Spanish National ID Card (e-DNI), with no further proof of identity from the person making the request being required in this case. For any queries, please contact us by sending an email to: [atencion\\_datospersonales@iberia.es](mailto:atencion_datospersonales@iberia.es)

#### **15. Applicable Legislation**

This draw is governed by Spanish law. Any difference or dispute which arises in relation thereto shall be subject to the Courts and Tribunals of the city of Madrid, with the parties renouncing any other jurisdiction which may apply to them.