

## Disclaimer and conditions of use

### 1. Ownership and purpose

In compliance with Article 10 of Law 34/2002, of 11 July, Ley de Servicios de la Sociedad de la Información y Comercio Electrónico (LSSICE) [Law on Information Society Services and Electronic Commerce], we provide the identity details of the service provider below.

Owner: The Liga Nacional de Fútbol Profesional (“LaLiga”), with Spanish Tax Code G-78069762 and registered address at Calle Torrelaguna 60, 28043, Madrid, is the entity responsible for this website and is the owner of the domain:

WWW.applausetoinfinity.com

LaLiga is a private Sports Association governed by the provisions of Articles 12 and 41 of Spanish Law 10/1990, of 15 October, on Sports, which is exclusively and compulsorily made up by all Public Sporting Companies and Clubs that participate in official national and professional football competitions. LaLiga is registered under entry 1 in the Professional Leagues section of the Register of Sports Associations held by the National Sports Council.

The League is responsible for the “#ApplauseToInfinity” project, which aims to promote the presence of fans at matches held behind closed doors due to the health crisis caused by COVID-19.

### 2. The Website

#### **2.1. Acceptance of the Conditions of use (hereinafter, the “Conditions”).**

The User is required to use the website (the “Website”) and its contents, in a diligent, correct and lawful manner, pursuant to prevailing Law, this Disclaimer and its Conditions, any other notices, regulations for use and instructions published, in addition to the principle of morality and generally accepted good customs and public order. In particular, the User refrains from (a) using the Website in an unlawful way or for purposes against prevailing Law, the principle of morality and generally accepted good customs and public order; (b) reproducing or copying, distributing, facilitating public access by any means of public communication, transforming or amending the Content of the Website, unless he/she obtains authorisation from the holder of the corresponding rights or is legally entitled to do so; (c) ignoring, evading or manipulating the copyright and other identification details of the Website.

The downloading and/or use of the Website by a third party confers the status of User (hereinafter, the “User”) thereto, and entails the full acceptance by the User of all the Conditions set out in this Disclaimer.

Sending any direct advertising or commercial information or sending mass emails in a disguised form (spamming) is prohibited without due authorisation.

The User hereby commits to refrain from introducing programs, viruses, macros, applets, ActiveX controls or any other form of logical device or sequence of characters that result or may result in any changes to the computer systems of LaLiga or third parties.

## 2.2. Minimum age

To access the Website, the User must be at least eighteen (18). Therefore, by accepting these Conditions, the User confirms that he/she is over eighteen (18). Furthermore, users under the age of eighteen (18) may access the Website if authorised by their legal guardians.

LaLiga may contact Users at any time to ask them to accredit their age and identity accordingly.

To prove their age and identity, Users shall provide a photocopy of their National Identity Document (DNI) or equivalent identity document. In the event that this document is not provided, LaLiga may block you from the Website.

## 2.3. Misuse of the Web

The User hereby commits to using the Website, the Material (as defined in section 2.3 of the Conditions) and the Content that he/she may access via the Website in an appropriate manner, and (i) to refrain from using them to perform unlawful activities or activities against good faith or the law; (ii) refrain from disseminating content or propaganda of a nature that is racist, xenophobic, pornographic, supports terrorism or which constitutes an attack on human rights; (iii) refrain from provoking damage to the physical and computer systems belonging to LaLiga or to its suppliers and from introducing or disseminating computer viruses or any other physical and computer systems that could provoke such damage and (iv) to include truthful information.

## 2.4. Other content

The Contents of the Website (hereinafter, the “Materials”) shall be owned or licensed by LaLiga, and shall be subject to copyright, trademark rights and other intellectual property or industrial rights of LaLiga or the licensors of LaLiga. All trademarks and service marks of third parties present in the Material shall be the trademarks and service marks of their respective owners.

This Material may not be downloaded, copied, reproduced, distributed, transferred, disseminated, shown, sold, granted under licence or exploited for any purpose without prior consent in writing from LaLiga, or the licensors of LaLiga, as the case may be. LaLiga and its licensors reserve all the rights that have not been expressly granted with respect to their Material.

## 2.5. Availability of User Content by the User: granting of the licence and guarantees

In the event that the Website’s functionality allows User Content to be made available by the User (with “User Content” meaning opinions, observations, comments, graphic material, photographs, links, questions, suggestions, information, video, audio and other materials that the User sends to the Website or communicates using the Website), he/she is free to make them available, providing LaLiga with the requested information, as applicable, in relation to the origin and ownership of the User Content and the procedure through which the User obtained them. This information must be accurate and verifiable if LaLiga so requires.

LaLiga will decide the User Content that shall be made available to the public through the Website in a free and non-binding manner. In the event that LaLiga authorises access to User Content made available via the Website by Users, they shall declare that they are aware and accept that, once made available to other Website Users, the User Content shall be available worldwide; therefore LaLiga and any third party

collaborating with LaLiga in the development of the Website shall be held harmless for any claim that may arise in this connection.

## 2.6. Advertising

The User is aware and accepts that adverts may appear in the Website, and that they may therefore access LaLiga advertising and/or advertising from third party companies or professionals that enter into a contract with LaLiga.

## 2.7. Authorisation for use of the User's image

The User authorises the taking of photographs and the recording of their image and voice in the #ApplauseToInfinity project that will be organised by LaLiga, as well as the use of the same free of charge, without geographical limitation, and for the period of five (5) years, with the purpose of:

1. Creating a report and audiovisual content related to LaLiga in which their personal data may appear.
2. Adding them to brochures or any other informative materials of the report and/or audiovisual content related to the competitions they participate in.
3. Using them internally in both entities for presentations, reports, or other documents of a similar nature on the # ApplauseToInfinity project
4. Reproducing and communicating publicly the same for informational and promotional purposes through the Internet; by way of example, in portals, websites and the respective Social Media (Facebook, Twitter, etc.) of LaLiga.
5. Assigning the images obtained from the photographs and/or recordings to third party collaborators for the purpose of promoting and disseminating the # ApplauseToInfinity project, including promotion through television, internet or its social media.

## 3. Acceptance of the conditions of use

The User undertakes to use the contents offered on the Website (the “contents”) in a diligent, correct and legal manner. In particular, the User undertakes to refrain from doing the following: (a) using the Contents in a manner, with purposes or effects contrary to the law, morals or generally-accepted good practices or to public order; (b) reproducing or copying, distributing, allowing public access through any public communication means, transforming or modifying the Contents, except as authorised by the holder of the corresponding rights or where this is legally permitted; (c) suppressing, eluding or manipulating the copyright, and remaining identity details.

The use of the Website by a third party makes such person a User and involves the full acceptance by such User of each and every one of the conditions set out under the Disclaimer.

## 4. System of liability

### 4.1. Liability for using the Website

The User is solely liable for any breaches he/she may commit or any damages that may be caused by the use of the Website, with LaLiga, its Group companies, partners, employees and representatives held harmless of any liability that may derive from the User's actions.

LaLiga shall spare no efforts and shall employ all reasonable means to provide updated and reliable information on the Website; however, LaLiga shall provide no guarantee in

terms of the absence of errors or potential inaccuracies and/or omissions in any of the Content accessible via the Website.

The User is solely responsible for any claims or legal, court or out-of-court proceedings launched by third parties against LaLiga or its partners based on the User's use of the Website. As applicable, the User shall bear any expenses, costs and compensation for which LaLiga is held liable as a result of these claims or legal proceedings.

#### 4.2. Liability for the functioning of the Website

LaLiga shall be held harmless from all liability that may result from interference, omissions, downtime, computer viruses, telephone malfunctions or outages in the operational performance of the electronic system when caused by factors beyond the control of LaLiga.

Furthermore, LaLiga shall be held harmless from all liability that may result from delays or downtime in the operational performance of this electronic system caused by shortcomings or overloads in telephone lines or the Internet, in addition to damages caused by third parties by means of unlawful interference beyond the control of LaLiga.

LaLiga is authorised to temporarily suspend, with no prior warning, the access to Website, for maintenance, repairs, updates or improvement operations.

In the event that the Website contains links to other websites or platforms not managed by LaLiga, said party hereby declares that it does not control these websites nor is it responsible for their content. Links that the Website may contain shall be offered, merely for the purposes of information and shall not construe an opinion on the content, owners, products or services that they offer.

In all cases, LaLiga shall be held harmless of all liability in terms of the services provided by these third parties in the event of any claims made, regardless of their nature, and lawsuits that may be filed in relation thereto.

#### 5. Intellectual and Industrial Property Rights

All Contents of the Website, unless otherwise indicated, are the exclusive property of the LaLiga, including but not limited to, the graphic design, source code, logos, texts, graphics, illustrations, photographs and other elements that appear in the Website. Furthermore, all brand names, trademarks and distinguishing features of any Content in the Website are protected by Law.

LaLiga does not licence or authorise the User to make personal use of its intellectual and industrial property rights or any other right relating to the Website and the services offered.

To this end, the User recognises that the reproduction, distribution, marketing, transformation and, in general, any other form of exploitation, by any means, of all or part of the Content of the Website represents a breach of the intellectual and/or industrial property rights of the company or the holder of these rights.

The User may solely and exclusively use the Material that appears in this Website for his/her own personal and private use; their use for commercial purposes or to partake in unlawful activities shall be prohibited.

Based on the provisions of Articles 8 and 32.1, paragraph two, of the Intellectual Property Law, the reproduction, distribution and public communication, including the provision, of all or part of the Content of this Website, for commercial purposes, regardless of the support or technical means, shall be expressly prohibited without authorisation from LaLiga. The User shall respect the Intellectual and Industrial Property Rights of LaLiga and all third parties.

LaLiga shall ensure compliance with the above Conditions and the correct use of the Content featured in the Website, pursuing all the corresponding civil and criminal avenues in the event that the User breaches or fails to comply with these rights.

## 6. Links

If the Website contains links to other portals or websites not managed by the LaLiga, LaLiga states that it does not hold any control over said portals or websites and, therefore, it is not liable in any way for the contents, commercial activities, products and services included, which may be displayed directly or indirectly when accessing those links via this website, particularly those that may constitute value-added content for the user such as entertainment, trivia, tips, etc. and the websites of trademarks sponsored by LaLiga.

The presence of links on the website of LaLiga, unless otherwise stated, is for informational purposes only and under no circumstances can they be considered as a suggestion, invitation, sponsorship, distribution or recommendation.

These links do not represent any type of relationship between LaLiga and the individuals or representative companies of the websites which may be accessed via these links, nor between the LaLiga and centres or institutions which are sponsored by the LaLiga or with which they collaborate. LaLiga reserves the right to unilaterally remove the links that appear on the Website at any moment.

In all cases, LaLiga shall be held harmless of all liability in terms of the services provided by these third parties in the event of any claims made, regardless of their nature, and lawsuits that may be filed in relation thereto.

## 7. Help Section

The Website provides all its users with customer service for the purpose of managing technical issues that the users may experience concerning the platform as well as for submitting any questions, claims or requests concerning the services of the Website.

To access it, the user must go to the “Help” section, where they will be provided with an email address they can use in order to manage any technical issues they may experience when accessing the Website and performing different actions within it. Contact with the web support team can be made via mail, at [contacto@laliga.es](mailto:contacto@laliga.es).

Any information we receive shall be processed confidentially and LaLiga will have a reasonable time to deal with requests received from users.

## 8. Amendments to the Terms and Conditions

LaLiga may at any time replace the Terms and Conditions and the Privacy Policy, which shall, as the case may be, replace, supplement and/or amend the Terms and Conditions and Privacy Policy of the Website. This may be due to technical reasons or to changes in the provision of the services or the regulations, or because of any amendments arising out of applicable standard codes or due to strategic decisions, where applicable.

When the Terms and Conditions or the Privacy Policy are substituted or amended, they shall be published on the Website and/or a notice of the above shall be provided through that channel. Where the User continues using the service, it shall be construed that any amendments included have been agreed to unless it is necessary to ask the User for his/her express acceptance or consent according to the website rules. In the event that the User does not agree with the amendments made, they may unsubscribe from the Website by following the standard procedure provided to do so.

The user is encouraged to periodically consult the Terms and Conditions and Privacy Policy, as they may be subject to change; they may consult the most recent version under “Conditions of Use of the Website”. The validity of these Conditions shall therefore match the period of time in which they are shown, until they are amended in full or in part.

## 9. Privacy Policy

LaLiga will treat the personal data provided with the purpose of advertising the promotion, or event through the official channels of LaLiga or social media, free of charge, without a specific geographical area and for an unlimited time, and with the power to sublicense them to third parties, for any use that LaLiga deems appropriate, always abiding by prevailing laws in this field. Lastly, LaLiga will analyse in an aggregate way the metrics obtained during the use of the services so as to collate statistics. We will use these statistics to assess the use and the operation of the Campaign, improving this way the services given and thus the user experience, and also to fulfil legal obligations.

You may consult the full Privacy Policy through this [link](#).

## 10. Right of LaLiga to make changes to the website

LaLiga reserves the right to make, without prior notice, the changes it believes necessary to the Website, including the amendment, erasure or addition of Content, Material and services provided, in addition to the way in which they are presented or located.

In this regard, the access, Contents, Material and/or services offered via the Website shall have, in principle, an indefinite duration, unless provided otherwise in the Conditions or the applicable legislation at any given time. However, the User accepts that LaLiga may unilaterally suspend or interrupt the availability of the Website and/or any of the services at any time and without prior notice, without the User retaining any right to claim compensation. Subsequently, the User shall destroy all material they may have obtained corresponding to the Website, in which Website Material and/or Content is offered, including all corresponding software and documentation, in addition to any copies, printouts and installations.

If the Website is cancelled or terminated, LaLiga may permanently remove the information associated with your account, including your Content, from its servers; LaLiga has no duty to return any Content to you in these circumstances.

## 11. International use

The Website, governed by these Terms and Conditions, is managed by LaLiga, which operates in Spain. Its Contents and Materials are available within Spanish territory. Although access to the Website may be possible outside Spain, given the “non-territorial” nature inherent to Internet use, the User accepts that the Website is designed to be used by anybody or any entity in any country or jurisdiction provided

that its use does not contravene the local Laws and regulations in force at any given time. Therefore, if any of the Content or Material or elements included in the Website are considered unlawful in any other country, access thereto and their use by the User is prohibited; in the event that this should occur, the User shall be solely responsible and shall be required to fulfil and observe the Laws applicable to these countries.

The use of the Website by Users in a specific country shall be carried out under their responsibility. Furthermore, the User is hereby informed that it is possible that some of the functions of the Website may not be available and/or work properly in all countries due to technical and/or legal restrictions.

## 12. Applicable law and jurisdiction

The relationships established between LaLiga and the User shall be governed by the provisions in force in terms of the applicable legislation and the competent authority. However, for cases in which the regulation provides for the possibility of the parties being subject to a jurisdiction, LaLiga and the User shall submit all disputes and/or lawsuits to the Courts of the city of Madrid, expressly rejecting any other jurisdiction that they may be entitled to.

May 2020

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Liga Nacional de Fútbol Profesional.

Spanish Tax ID no.: G-78069762.

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## APPLAUSE TO INFINITY CAMPAIGN PRIVACY POLICY

This Privacy Policy (hereinafter, the **“Policy”**) regulates the personal data processing performed by LaLiga Nacional de Fútbol Profesional (hereinafter, **“LaLiga”**) via the website platform for the #ApplauseToInfinity event (hereinafter, the **“Campaign”** or the **“Website”**).

### Who is the data controller?

Your data will be processed by LaLiga, assigned Spanish Tax ID No.: G-78069762 and with registered address at 60 Calle Torrelaguna, 28043, Madrid. This is a private Sports Association under the provisions of Articles 12 and 41 of the Spanish Sports Act 10/1990, of 15 October, which is exclusively and compulsorily made up by all Public Limited Sports Companies and Clubs that participate in official national and professional football competitions. LaLiga is registered under entry 1 in the Professional Leagues section of the Register of Sports Associations held by the National Sports Council.

Contact details of LaLiga’s Data Protection Officer: [dpo@laliga.es](mailto:dpo@laliga.es)

### Why do we process your personal data?

#### Main purposes:

- / **Provision of the requested service:** We hereby inform you that your personal data will be processed by LaLiga in order to facilitate, manage,

maintain and control the services provided via the WEBSITE. You are hereby informed that images and recordings which you upload in the registration form will be used with the purpose of advertising the promotion, or event through the official channels of LaLiga or social media, free of charge, without a specific geographical area and for an unlimited time, and with the power to sublicense them to third parties, for any use that LaLiga deems appropriate, always abiding by prevailing laws in this field. Lastly, LaLiga will analyse in an aggregate way the metrics obtained during the use of the services so as to collate statistics. We will use these statistics to assess the use and the operation of the Campaign, improving this way the services given and thus the user experience.

The lawful basis for the aforementioned purposes is the performance of the services required, regulated under the Campaign's conditions of use.

Additional purposes:

LaLiga may also process your data for the following purposes:

- / **LaLiga commercial communications:** So that LaLiga can send you commercial communications about its activities, products, services, contests, offers and/or promotions made by LaLiga, the clubs or public limited sports companies (“SAD”) forming part thereof, or about contests, offers and/or promotions in conjunction with their official sponsors, which may be found here [www.laliga.es/patrocinadores](http://www.laliga.es/patrocinadores) (hereinafter, the “Official Sponsors”), or about promotions carried out jointly with third parties, such as international television channels.
- / **Customised experiences and information:** So that LaLiga can send you commercial communications or show you personalised recommendations about the content mentioned in the section above. To this end, LaLiga will prepare a detailed profile based on the information you provide. In this regard, LaLiga will conduct market studies and analyse your browsing and consumption habits, using profile segmentation techniques created to this end by LaLiga in order to offer you personalised information suited to your tastes and preferences about the content mentioned in the previous section above by any means, including electronic commercial communications or equivalent (such as email, SMS, MMS and the like).

The legal basis for the processing of your data for the purposes described above **is your express consent**. Your personal data will be retained for these purposes until such time as you withdraw your consent granted.

You have the right to withdraw your consent at any time by following the procedure described in the section entitled **“What are the user’s rights when they provide us with their personal data?”**, without such action affecting the legality of consent-based processing prior to its withdrawal.

**How long do we store your personal data?**



LaLiga will store your personal data unless you withdraw your consent and/or provided you do not exercise your right of erasure, opposition or limitation of processing. We store your personal data for as long as we need them for the purposes indicated in this privacy policy, to satisfy your needs and fulfil our legal obligations.

Furthermore, we hereby inform you that once the purposes for which your data were collected have been achieved, or the aforementioned rights are exercised, LaLiga will store your personal data, blocking them accordingly, for a period of five (5) years, solely in order to respond to any liability that may arise. Said personal data will be deleted when this period expires.

### **With whom will we share your personal data?**

Your personal data will not be sent to third parties. However, LaLiga may disclose your personal data and any other user information when required to the authorities in the performance of the duties legally attributed to them and pursuant to the applicable provisions.

Furthermore, some parties subcontracted by LaLiga may access your personal data and information as Data processors or Data Sub-processors to provide LaLiga with a necessary service.

LaLiga receives assistance from service providers. When necessary to provide you with the service, your information will be shared with our third-party service providers. These service providers sign an agreement that requires them to only use your personal data to provide services to LaLiga and as set out in this policy.

### **What are your rights when you provide us with your personal data?**

We hereby inform you that you can exercise your rights of access, amendment, opposition, erasure, portability or limitation of processing before LaLiga at any time.

#### What are your rights as a user?

- / Right of access: you have the right to obtain confirmation about whether LaLiga will process your personal data and access these data.
- / Right to rectification: you can ask for inaccurate personal data to be amended or rectified.
- / Right to erasure: you can ask for your personal data to be deleted.
- / Right to restriction on data processing: In certain circumstances, you may ask for the processing of your data to be limited. In this case, they may only be kept for the purpose of defence against lawsuits.
- / Right to opposition: you may oppose the processing of your data for the purpose you specify. LaLiga will refrain from processing your data, unless justified on compelling legitimate grounds or to defend against possible lawsuits.
- / Right of portability: if the WEBSITE so permits, you may exercise the right to transfer your data, in a structured, commonly used and mechanical format to another data controller.

#### How can I exercise my rights?

Sending an email to [lopd@laliga.es](mailto:lopd@laliga.es). The exercise of your rights is completely free of charge.

You may also withdraw the consent given, following the procedure established in each of the LaLiga communications you receive or through the consent centre if you have registered in the LaLiga ecosystem.

The fact that you withdraw the consents granted will not affect the way you use the WEBSITE or the lawfulness of the processing prior to the withdrawal of consent.

Furthermore, if you believe that you have not been able to exercise your rights to your satisfaction, or that your data has not been processed as established in the applicable regulations, you may contact the data protection officer of LaLiga at [dpo@laliga.es](mailto:dpo@laliga.es) or lodge a complaint with the Spanish Data Protection Agency via its website at [www.agpd.es](http://www.agpd.es).

#### **Does any kind of limitation apply?**

LaLiga informs you that you must be at least 18 years of age to register for the Campaign.