

TERMS AND CONDITIONS OF THE 'MY EUROSTARS CITY' CONTEST

1. THE CONTEST

1.1 The contest will be announced through the following mediums:

- 1.1.1 On the contest website: www.myeurostarscity.com
- 1.1.2 Through Eurostars Hotels' communication campaign (printed and online).
- 1.1.3 Through Eurostars Hotels' online campaign during the months of the contest.

1.2 The existence of the "My Eurostars City" contest will be announced through these communications and users will be given the chance to register on the website and take part in the contest to be able to win the offered prizes.

2. HOW THE CONTEST WORKS:

2.1 Contest timeline:

2.1.1 Between October 21, 2019 and April 27, 2020, there will be advertising activities on www.myeurostarscity.com, as well as communications with users as described above. Users will be able to take part in the contest with their videos up to April 27, 2020. After this date, the possibility of sending videos will be blocked, and the voting deadline will be May 4, 2020.

2.1.2 In this contest, a jury chosen by Eurostars Hotels will select 4 winning short films among all the participating films. The first prize winner will receive €3,500. The second prize winner will receive €1,500. In addition, the third prize winners will receive two runner-up prizes consisting of a weekend in a European or national destination.

2.1.3. The public will vote for the most popular videos, so every video that receives at least 300 votes will receive a prize. The winners will receive 1 night stay at Eurostars Madrid Tower 5* hotel.

2.1.4 To take part, users will have to go to www.myeurostarscity.com and register by providing their data through the form. They also have to upload a video to Youtube and send it through the form.

2.1.5 In order to vote, users won't have to register on the website. Only 3 votes per IP will be accepted. Votes that don't meet this requirement will be considered invalid and the user will be automatically disqualified for the pre-selection phase. Eurostars Hotels reserves the right to cancel votes if there is any indication that they have been obtained fraudulently. The user will be immediately disqualified from the popular category. Videos that exceed 30% of Youtube views will be studied.

2.2 Prizes

2.2.1 The prizes will be the following:

a. The first prize will be:

- €3,500

The creativity of the script, production, how the city and the hotel are integrated in the video and editing will be assessed.

b. The second prize will be:

- €1,500

The creativity of the script, production, how the city and the hotel are integrated in the video and editing will be assessed.

c. 2 Runner-up prizes of:

- A weekend in a European or national destination.

The creativity and intention of the video will be assessed.

d. Popular runner-up prize:

- 1 night at Eurostars Madrid Tower hotel. Accommodation in a double room to be redeemed during a weekend. It doesn't include flights/travel costs. The prize is subject to hotel availability.

This prize will be awarded to every participant with a video with more than 300 votes that shows a Eurostars hotel.

2.3 Users will only have access to the prizes after registration, by entering the requested data (name and email address) and sending a video.

2.4 All videos will be reviewed before they are posted on the website in order to ensure that the content of the video isn't against the law or offensive.

2.5 Eurostars Hotels reserves the right to not post any video they consider to be in breach of these rules, without prior notice.

2.6 All the required data are essential to take part in the contest.

2.7 The prizes can't be exchanged for their monetary value, under any circumstances.

2.8 If the winner's personal data isn't valid, if the winner doesn't answer the notification email within 5 working days or if, after the delivery is agreed, it can't be done due to reasons out of the control of the company responsible for doing it, the prize will be saved for 1 week from the day the winner is announced. After that period, and if it is totally impossible to deliver it, the prize will be awarded to the first of the alternate winners, in descending order.

3. PARTICIPATION CONDITIONS

- 3.1 Authors must be over 18 years old, of any nationality. Hotusa Group's employees and their family members can't take part.
- 3.2 The videos must be unpublished and shot in one of the locations where there is a Eurostars hotel.
- 3.3 Each author may upload a maximum of three videos, and only one video per location is accepted. The organisation may delete videos when they identify there are more than three videos in the contest under the same author.
- 3.4 The maximum duration of the video will be 3 minutes and the minimum duration will be 1 minute.
- 3.5 Eurostars Hotels has created a website for the contest (www.myeurostarscity.com) where users can register, send and vote videos.
- 3.6 Materials/contents subject to intellectual property rights may not be used without having previously obtained the express authorisation of the owners. The organisation does not assume any responsibility that may derive from an unauthorised use of materials subject to copyright. We also recommend the use of materials –music, photographs, etc.– that are registered under free licenses.
- 3.7 The participant declares and guarantees that he or she is the sole author of the video and the owner of all intellectual property rights over it. The participant will also be responsible for obtaining the authorisation of the people that appear in the video, if needed, for the contest, accepting all image rights claims.
- 3.8 The recommended formats for all participating videos are: MP4, M4V, MPG, WMV, AVI, MOV. After the jury's decision, the prize-winning authors will provide the organisation with a digital file of the video in the highest possible technical quality (HD) that guarantees optimum reproduction quality. First prize, second prize and runner-up prize winners will have to provide the digital file for their video.
- 3.9 The only way of submitting videos for the contest is through myeurostarscity.com.
- 3.10 Eurostars Hotels reserves the right to delete videos that through their participation (1) attempt against the protection of children; (2) invade or injure the privacy of third parties; (3) induce, incite or promote any type of criminal, slanderous and/or violent actions in any of their forms; (4) include violent or pornographic messages; or (5) carry viruses or any other computer code, files or programmes designed to interrupt, destroy or limit the operation of any software, hardware or telecommunications equipment.
- 3.11 The videos must be posted on YouTube, on the user account the participant wishes. Once it's posted, the video URL will be included in the contest registration form.
- The author's full name
 - E-mail address
 - City (Province)
 - Post code
 - Country
 - Telephone number
 - Name of the city in the video
 - Youtube link of the video
 - Eurostars destination in the video
 - Author of the video

- 3.12 The deadline to send videos is April 27, 2020.
- 3.13 Users can vote for their favourite videos on Youtube or on the shared links on the website. The deadline for voting is May 4, 2020.
- 3.14 The current number of votes each video receives will be displayed next to the video. Please note that as votes are reversible, it's possible that in some cases, the number of votes decreases. Videos with over 300 votes that show a Eurostars hotel will have a guaranteed prize.
- 3.15 The jury won't know the identity of the authors and will only consider aesthetic and quality aspects, without taking into account the number of votes received in the previous phase.
- 3.16 The participants acknowledge the indisputable nature of the jury's verdict and expressly waive possible legal or out-of-court actions.
- 3.17 The jury's verdict will be communicated to each winner personally by email or postal mail and posted on Eurostars Hotel's website www.myeurostarscity.com and on the blog www.blog.eurostarshotels.com during the month May 2020.
- 3.18 The winners will expressly surrender the transferable intellectual property rights of their work to Eurostars Hotels, especially the rights of reproduction, distribution, public communication and transformation, for the entire world and for the maximum period allowed by the applicable law. All the winning videos are included in this point, including the first, second and third prizes, as well as the runner-up prizes. Eurostars Hotels commits to using the videos responsibly and always in relation to the contest and the brand.
- 3.19 The prizes can't be assigned to third parties nor will they be exchanged for money or compensation of any kind under any circumstances.
- 3.20 We recommended the name of each file uploaded to YouTube has the following structure: "#myeurostarscity + title of the video". For example: #myeurostarscity Bonjour Paris
- 3.21 All the participants also authorise the distribution of their videos, in different written or audiovisual media, to promote the prize or future editions of the contest.
- 3.22 Communication of the winners
- 3.22.1 The winners will be contacted via e-mail.
- 3.22.2 The winners will have a maximum period of 5 calendar days to respond and communicate the acceptance of the prize. They must also send Eurostars Hotels the file of their video within that period. If they don't confirm acceptance of the prize within 5 days, it will be awarded to the next selected contestant, and so on.
- 3.22.4 The popular runners-up prize winners will have 5 days to confirm acceptance of the prize and send 3 possible weekend dates to the brand. With regards to the popular video runner-up prize winners, their stays must be confirmed before June 1, 2020. If they don't get in touch before said date, we'll consider they have rejected the prize.

3. RESERVATIONS AND LIMITATIONS

- 4.1 All videos uploaded by participants must be subject to the provisions of these Terms and Conditions, and in no case may be contrary to the Law, morality, decency and public order, so that, as an example but not limited to, the participant undertakes to not upload videos of a racist, xenophobic, pornographic, demeaning or insulting nature, or that, implicitly, advocate terrorism.

- 4.2 Eurostars Hotels will not accept any liability for any damage, loss or liability that may occur to any participant or third party outside the contest and that is derived, directly or indirectly, from the possession, use or misuse by the winner or participant of a prize or through participating in the contest.
- 4.3 The claim period of this contest will end 30 business days after it has ended.
- 4.4 Eurostars Hotels will not accept any responsibility derived from an improper or irregular operation of electronic communication media that prevent the normal development of the contest and that are caused by anything Eurostars Hotels has no control over (whether or not attributable to a third party in bad faith).
- 4.5 Eurostars Hotels will not be responsible for transmission or data loss problems that aren't attributable to them.
- 4.6 Any abusive or fraudulent use of these terms and conditions will result in the disqualification of the participant. We understand that, as an example but not limited to, abuse or fraud occurs when a participant registers on the website using a false identity or identities of third parties without their consent.
- 4.7 Eurostars Hotels is exempt from any liability in the event of any mistake in the data provided by participants that prevents their identification or the delivery of prizes.
- 4.8 Eurostars Hotels reserves the right to make, at any time, changes that result in the successful conclusion of the contest, such as, but not limited to, extending the period of the contest, including new prizes or modifying the registration conditions. These modifications will be communicated publicly on the website and via email to users who are already registered.

5. IMAGE AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 All participants declare they are holders of or are authorised to use the image and intellectual property rights needed to upload a video, and in general, to take part in the contest in the terms described in these terms and conditions and authorise Eurostars Hotels to distribute the videos and the name of the participants in their platforms in order to promote the participating videos during the period of validity of the contest without these activities granting them the right to compensation or any other benefit except for the prize they may win according to these terms and conditions.
- 5.2 The winners of the different categories (first prize, second prize, third prize, and popular video runner-up prizes) give Eurostars Hotels, without any material, temporal, geographical or any other kind of limit (and, in particular, for the legal duration of the rights, and for every country in the world), and in any medium (including, but not limited to, use through the Internet and the Internet for mobile phones), all intellectual property rights and image rights of the video provided by the user.
- 5.3 The transferred rights stated above may be exercised on all or part of the video, without any limitation, and free of charge.
- 5.4 The participants declare and guarantee that the images and videos included in the website and the transfer of rights that takes place as a result of taking part in the contest do not violate the rights of third parties, in particular, they do not violate intellectual or industrial property rights, personality rights, personal data rights, nor are they contrary to the law or decency; and that they will hold Eurostars Hotels and any third party acting on their behalf harmless from any claims to which they are subject for such cause.

6. DATA PROTECTION

- 6.1 The data of the participants and the winners will be processed in accordance with the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data and the Royal Decree 1720/2007, of December 21, which approves the Regulation of the Development of Organic Law 15/1999, of December 13, on the Protection of Personal Data.
- 6.2 Also, and with the sole purpose of managing the delivery of prizes, Eurostars Hotels informs the winners that they will grant Eurostars Hotels access to their personal data for the sole purpose of managing the prize.
- 6.3 Eurostars Hotels will establish the necessary technical and organizational measures to guarantee the security needed for automated files, processing centres, premises, equipment, systems, programmes and people involved in the automated processing of personal data in the stipulated legal and regulatory forms.
- 6.4 Participants may exercise their rights of access, rectification, cancellation or opposition provided in the Protection of Personal Data Law at any time. To this end, they must send a written request to the following address: Eurostars Hotels C/ Mallorca, 351, 08013 Barcelona, attaching a photocopy of their ID or passport or a valid document to be identified by, and stating their request, their address for the purposes of notifications, the date and their signature, and any supporting documents needed for their request.
- 6.5 Winners will have to provide their correct data for the management of the prize. Any false or mistaken communication of personal data will entitle the organisers of the contest to disqualify the winner and/or make their prize available.

7. ACCEPTANCE OF THE TERMS AND CONDITIONS AND APPLICABLE LAW

Registering on the website through the form implies the total acceptance of the website's Legal Notice, its Privacy Policy and of these Terms and Conditions, which will be governed and interpreted in accordance with Spanish legislation.

8. OTHER

- 8.1 These Terms and Conditions will be available for consultation on the website www.myeurostarscity.com
- 8.2 If they have any questions, comments or complaints regarding the operation of this contest or the contest website, users should get in touch via email to the following address: comunidad@eurostarshotels.com