

‘MY EUROSTARS CITY’ CONTEST TERMS AND CONDITIONS

1. THE CONTEST

1.1 The promotion will be announced through one of the following:

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

1.2 The existence of the “My Eurostars City” campaign will be announced through these communications and customers will be able to register on the website and take part in the promotion in order to access the offered prizes.

2. HOW THE PROMOTION WORKS:

2.1 Promotion development:

2.1.1 A promotion will take place on the website www.myeurostarscity.com between October 9, 2017 and April 10, 2018, which will be supported by customer communications described above. Customers will be able to submit their videos until April 10, 2018. The possibility of submitting videos will be blocked from that date onwards and the voting deadline will be open until April 16, 2018.

2.1.2 A jury designated by Eurostars Hotels will select 3 winning videos among the submitted ones. The first prize chosen by the jury will win a trip to New York for 2 people (flights + accommodation.) The second prize will win a trip to a European destination of their choice for two people (flights + accommodation.) The third prize will win a trip to a national destination for 2 people (only accommodation.)

2.1.3 The public will be able to vote for runners-ups. They will win prizes if the videos feature a Eurostars hotel and have at least 300 votes.

2.1.4 In order to take part, users will have to visit www.myeurostarscity.com and register by entering the data specified below. In addition, they will have to upload a video to Youtube and share it with us through the registration form.

2.1.5 Voting will not require registration on the website. Only 3 votes per IP will be allowed. Votes that do not meet this requirement will be considered invalid and the user will automatically be 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 YouTube’s visualizations by 30% will be reviewed.

2.2 Prizes

2.2.1 Prizes will be as follows:

a. The first prize will include:

- A trip to NY that includes:

- A return flight for two people from Barcelona or Madrid to NY. Including fees and issuance.
- 5 night accommodation in NY at Eurostars Wall Street Hotel 4* (bed and breakfast) in a double room.

**Meals and transfers are not included. The transfer to the city the flight leaves from will not be included either.

The winner will record their experience at the destination, which we will share with the followers of the contest on the microsite. (See section 3.22 "Communication with the winners", for more information on the enjoyment of this prize.)

b. The second prize will include:

- A trip to a European destination to choose from Porto, Berlin, Munich, Rome or Naples for two people, which includes:

- Return flights for 2 people from Barcelona or Madrid. Including fees and issuance.
- 4 night accommodation at a hotel in the chosen destination, depending on availability, in a double room (bed and breakfast.)

**Meals and transfers are not included. The transfer to the city the flight leaves from will not be included either.

c. The third prize will include:

- A trip to a Eurostars destination for two people:

- 2 night accommodation in a double room (bed and breakfast.)

d. Runner-up

- 1 night accommodation at Eurostars Madrid Tower. Double room, accommodation only, to be redeemed during a weekend. Flights/transfers not included. The prize is subject to hotel availability.

This prize will be awarded to all participants with videos that have more than 300 votes and that feature a Eurostars hotel.

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

- 2.4 All videos will be reviewed before they appear on the website in order to ensure that the content of the video is not offensive or in violation of the law.
- 2.5 Eurostars Hotels reserves the right to not publish any video that they believe breaches these terms and conditions, with no prior notice.
- 2.6 All required data is essential to take part in the promotion.
- 2.7 The prizes cannot be exchanged for their economic value under any circumstances.
- 2.8 If the personal data provided by the winners isn't valid and if the winner doesn't answer the notification e-mail within 5 working days or if, after the delivery is agreed, the delivery cannot be made for reasons out of the company's control, the prize will be kept for 1 week from the day the winner is announced. After that period, and in case of it being totally impossible to deliver, the prize will be awarded to the first of the alternate winners, in descending order.

3. PARTICIPATION CONDITIONS

- 3.1 To enter, participants must be 18 or older, of any nationality. No Grupo Hotusa employees or their family members may enter.
- 3.2 The videos must be unpublished and taken in one of the locations in which Eurostars Hotels is present.
- 3.3 The downloadable element must be included in the video at some point. In this edition, it is a My Eurostars City postcard that the participant will be able to download on the contest website www.myeurostarscity.com
- 3.3 Each author can upload a maximum of three videos and only one video per destination will be accepted. The organization may delete videos when they identify more than three videos in the contest by the same author.
- 3.4 The maximum duration of the video will be 3 minutes and the minimum 1 minute.
- 3.5 For the purposes of this competition, Eurostars Hotels have created a website (www.myeurostarscity.com) where users can register, upload and vote for videos.
- 3.6 The use of materials/contents subject to intellectual property rights will not be allowed without having previously obtained express authorization from the owners. The organization assumes no liability arising from unauthorized use of copyrighted materials.
We also recommend the use of materials -musical, photographic, etc.- registered under free licenses.
- 3.7 The participant manifests and guarantees that he or she is the sole author of the video and owner of all intellectual property rights thereon. Likewise, it will be the participant's responsibility to obtain, if it were the case, the authorization of the people that may appear in the video, for the effective activity, assuming any claim for image rights.
- 3.8 Recommended formats for all participating videos are: MP4, M4V, MPG, WMV, AVI, MOV. After the panel of judges has made their decision, the winners must provide the organisation with a digital file of the highest possible quality (HD) to ensure that it can be properly viewed. All three prize winners and all runner-ups must deliver the material.
- 3.9 The only way of submitting videos to the competition is through myeurostarscity.com prize website.
- 3.10 Eurostars Hotels reserves the right to eliminate videos that through their participation (1) threaten the protection of minors; (2) invade or harm the privacy of third-parties; (3) induce,

incite or promote any type of criminal, defamatory and/or violent acts in any form; (4) incorporate violent or pornographic messages; or (5) carry viruses or any other computer code, files or programs designed to interrupt, destroy or limit the function of any software, hardware or telecommunication equipment.

3.11 The videos must be published on Youtube, on the user account the participant determines. Once this is done, the URL will be included in the contest entry form.

- Author's full name
- E-mail
- City (Province)
- Postcode
- Country
- Phone number
- Name of the featured city
- Youtube link for the video
- The video's Eurostars destination
- Author of the video

3.12 The deadline to submit entries is the April 10, 2018.

3.13 Users will be able to vote for their favourite videos through the Youtube channel or the shared links in the microsite. The voting deadline will be until the 16th of April 2018.

3.14 The current number of votes will be next to each video. However, please note that as the votes can be reversed, it's possible that on occasions the number of votes decreases. Any video with more than 300 votes and that features a Eurostars hotel will win a prize.

3.15 The jury will not know the identity of the author and will make decisions based exclusively on criteria of aesthetics and quality, without taking into account the number of votes received in the previous phase.

3.16 Participants recognise that the jury's verdict may not be appealed and expressly renounce any right to judicial or extra-judicial action.

3.17 The jury's verdict will be announced personally to each of the winners by email or postal mail and will be published on the Eurostars Hotels website www.myeurostarscity.com and on the blog www.blog.eurostarshotels.com during the month of May 2018.

3.18 Winners will expressly grant Eurostars Hotels transferable intellectual property rights to the work submitted, including but not limited to the right to reproduce, distribute, make public and transform said work, worldwide and for the maximum time allowed by the law. This includes every awarded video: the first, second and third prizes as well as all of the runner-ups. Eurostars Hotels commits to making a responsible use of them which will always be linked to the competition and the brand.

3.19 Prizes may not be transferred to a third-party nor shall they be, in any case, redeemed for money or compensation of any type.

3.20 We recommend that the name of each file uploaded to Youtube be formed by "#myeurostarscity + title." For example: #myeurostarscity Bonjour Paris.

3.21 Participants also authorise the publication of said works in various written or audiovisual media, in order to publicise the contest or promote future editions.

3.22 Communication with the winners

3.22.1 Winners will be contacted via e-mail.

3.22.2 Winners will have a maximum deadline of 5 calendar days to answer and communicate their acceptance of the prize. They must also send the file to Eurostars Hotels within that period. In the event that the prize is not confirmed in those 5 days, the next one will be selected, and so on.

3.22.3 Runner-ups will have 5 days to confirm the prize and send the brand 3 possible date proposals for weekends. It must be confirmed before June 1, 2018. If they don't get in touch before that date, we will consider the prize has been rejected.

3.22.4 The winner of the trip to NY will be subject to the following conditions:

- The trip must happen before November 2018.
- The exact dates will be determined by Eurostars Hotels and the winner. The transfer to Madrid/Barcelona, where the flight leaves from, will not be included.
- The winner must contact Eurostars Hotels in order to benefit from the trip before May 20, 2018. If they don't get in touch before that date, we will consider the prize has been rejected.

4. RESERVATIONS AND LIMITATIONS

4.1 All videos uploaded by the participants must be subject to the provisions in these Terms and Conditions, and in no case may be contrary to the Law, morality, good customs and public order, so that, as an example, but not limited to, the participant will not upload videos that are racist, xenophobic, pornographic, denigrating, insulting, or implicitly supportive of terrorism.

4.2 Eurostars Hotels shall not be liable for any damage, loss or liability suffered by any participant or third party outside the contest and arising directly or indirectly from the participant or winner's possession, use or misuse of a prize or participation in the contest.

4.3 This contest's claim period will end 30 business days after completion.

4.4 Eurostars Hotels shall not assume any liability arising from improper or irregular functioning of electronic communication networks that prevent the normal development of the competition and that originate in causes outside of Eurostars Hotels control (whether or not they are attributable to a third party in bad faith.)

4.5 Eurostars Hotels will not be responsible for transmission or loss of data problems that are not attributable to them.

4.6 Any abusive or fraudulent use of these Terms and Conditions will lead to the consequent disqualification of the contestant. 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 third party identities without their consent.

4.7 Eurostars Hotels is exempt from any responsibility in the event of any error in the data provided by the participants that prevents their identification or the delivery of the prizes.

4.8 Eurostars Hotels reserves the right to make, at any time, changes that result in the successful completion of the contest, such as, but not limited to, extension of the competition period, inclusion of new prizes or modification of the registry conditions. These modifications will be announced on the website to all visitors and by email to users that are already registered.

5. IMAGE AND INTELLECTUAL PROPERTY RIGHTS

5.1 All participants state that they are holders of or are authorized to use the image and intellectual property rights necessary to upload the corresponding videos and, in general, to participate in the contest in the terms described in these Terms and Conditions and authorize Eurostars Hotels to disseminate the images and the name of the participants in their platforms, in order to promote the participating videos during the contest's validity period without these activities giving them any right of payment or benefit, with the exception of the prize, as the case may be, in accordance with these Terms and Conditions.

5.2 Winners of the different categories (First Prize, Second Prize, Third Prize, and Runner-ups) give Eurostars Hotels, without any material, temporary, geographical or other limitations (and, in particular, for the legal duration of the rights and for every country in the world), and through any medium (including, but not limited to, exploitation via the Internet and the Internet for mobile phones), all intellectual property rights and rights of the video provided by the user.

5.3 The rights assigned above may be exercised over all or part of the video, without any limitations and free of charge.

5.4 The participants declare and guarantee that the images and videos included in the website and the assignment that takes place as a consequence of the participation in the contest do not violate third party rights, in particular, they do not violate intellectual or industrial property rights, own image rights, rights to personal data, nor are they contrary to law or morality; and that Eurostars Hotels and any third party acting on behalf of Eurostars Hotels will not be responsible for any claims related to said rights.

6. DATA PROTECTION

- 6.1 The data of the participants in the contest and that of the winners will be treated in accordance with the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data (hereinafter "LOPD") and of the Royal Decree 1720/2007 of December 21, approving the Regulation of the Development of Organic Law 15/1999, of December 13, on the protection of personal data (hereinafter "RDLOPD".)
- 6.2 In addition, and for the sole purpose of managing the award of the prize, Eurostars Hotels informs the winners that they will allow the jury responsible for selecting and delivering the prize access to their personal data.
- 6.3 Eurostars Hotels shall establish the necessary technical and organizational measures to guarantee the security of the automated files, treatment centres, premises, equipment, systems, programs and persons involved in the automatic processing of personal data in the legal and regulatory form provided.
- 6.4 Participants may exercise access, rectification, cancellation or opposition right foreseen in the LOPD at any time. To this end, they must address a request in writing to the following address: Eurostars Hotels C/Mallorca, 351 08013 Barcelona, along with a photocopy of their ID or Passport or valid document to identify them, stating their request, address for the purpose of notifications, date and signature, and the documents supporting the request, if applicable.
- 6.5 The correct statement of the winner's personal data will be mandatory for the management of the prize. Any false or misleading communication of personal data will entitle the contest organizers to disqualify the winner and/or use the corresponding prize.

7. ACCEPTING TERMS AND CONDITIONS AND APPLICABLE LAW

The registration on the website through the form implies the total acceptance of the Legal Notice on the website, its Privacy Policy and of these Terms and Conditions, which will be governed and interpreted according to the Spanish legislation.

8. OTHER CONSIDERATIONS

- 8.1 These Terms and Conditions will be available for review on the website www.myeurostarscity.com
- 8.2 If you have any questions, comments or complaints regarding how this promotion works or about said promotion's website, users should send an e-mail to the following address: comunidad@eurostarshotels.com