

**STUBHUB® #TICKETFORWARD NOMINATION PROGRAM**  
**TERMS & CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, AND CANADA (EXCLUDING QUEBEC) WHO ARE EIGHTEEN (18) YEARS OF AGE/AGE OF MAJORITY IN THEIR JURISDICTION OR OLDER AT THE TIME OF PARTICIPATION. VOID WHERE PROHIBITED.**

The StubHub® #TicketForward Nomination Program (“Program”) is sponsored by StubHub, Inc. (“Sponsor”), 199 Fremont Street, Floor 4, San Francisco, CA 94105 USA.

- 1. PROGRAM PERIOD:** Nominations will be accepted between June 19, 2019 at 12:00 PM Pacific Time (“PT”) and June 18, 2020 at 11:59:59 PM PT, or whenever all Gifts (as described in Section 6 below) have been distributed, whichever occurs first (“Program Period”). The Sponsor’s computer is the Program’s official clock.
  
- 2. ELIGIBILITY:** This Program is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Canada (excluding Quebec) who are at least eighteen (18) years old and have reached the age of majority in their jurisdiction of residence at the time of participation. Employees of Sponsor, the independent third-party contest administrator (“Administrator”), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void in Quebec and where prohibited or restricted by law.

Participation constitutes participant’s full and unconditional agreement to these Terms & Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

- 3. HOW TO SUBMIT A NOMINATION:** During the Program Period, an eligible participant may visit [www.stubhub.com/ticketforward](http://www.stubhub.com/ticketforward) (“Website”), enter the information requested on the nomination form, which may include, without limitation: the nominator’s first and complete last name (no initials); valid e-mail address, city, state/province, and country of residence, the nominated person’s first and complete last name (no initials), and why they deserve tickets (collectively, a “Nomination”).

The participant submitting a Nomination shall herein be referred to as the “Nominator.” The person named in a Nomination shall herein be referred to as the “Nominee.”

Note: Nominators must have an existing personal relationship with the Nominee and have permission from such person to be included in the Program. A Nominator may not submit a Nomination on behalf of himself/herself. If requested, Nominator must be able to provide written confirmation that he/she has permission to submit the Nominee into this Program.

A Nominator may not nominate an individual Nominee more than once. A Nominator may nominate several individuals during the Program Period. If more than one (1) Nomination is received from the same Nominator and/or e-mail address for a specific Nominee during the Program Period, the Nominees and the Nominator may, at the Sponsor’s sole discretion, be declared null and void.

By submitting a Nomination, each Nominator agrees that his/her Nomination complies with these Terms & Conditions, including the Nomination Guidelines and Requirements set forth in Section 4 of these Terms & Conditions. Each Nominator also agrees that Sponsor may disqualify the Nominator from the Program if Sponsor believes, in its sole and absolute discretion, that a Nomination fails to comply with these Terms & Conditions.

**4. NOMINATION GUIDELINES AND REQUIREMENTS:** Each Nomination:

- Must be in English;
- Must name an individual that is not the Nominator;
- Must include a Nominee who meets the eligibility criteria set forth in Section 2 of these Terms & Conditions;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Program;
- Must comply with all other Nomination Guidelines and Requirements and provisions of these Terms & Conditions;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Nomination is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Nomination fails to comply with any of these Nomination Guidelines and Requirements or any other provisions of these Terms & Conditions, Sponsor reserves the right, in its sole discretion, to disqualify the Nominator and the Nomination will be declared null and void.

**5. SELECTION OF GIFT RECIPIENTS:** Periodically during the Program Period, all eligible Nominations will be reviewed by Sponsor. Sponsor, in its sole and absolute discretion, will select Nominators to receive a Gift (“Gift Recipient”) based on the Nominations received in its sole discretion. Selected Gift Recipients will be subject to these Terms & Conditions. Sponsor intends to provide up to 1,000 Gifts during the entire Program Period. Decisions of Sponsor are final and binding. Due to the nature of the Program, Sponsor may, in its sole discretion, may choose to award more or less Gifts during the Program Period.

**6. GIFTS:** Each gift is live event tickets, awarded as either tickets to a specific event or a StubHub eGift Card, up to a \$300 value, as determined in Sponsor’s sole discretion (“Gift”). Each Gift is provided to the Gift Recipient, and not the Nominee, however it is the intention of the Sponsor that the Gift Recipient use the Gift for a live event experience for the Nominee. Limit one (1) Gift per Gift Recipient during the Program Period. StubHub eGift Cards are subject to all terms and conditions found at <https://www.stubhub.com/gift-cards/>. No Gift substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves

the right to substitute a gift of equal or greater value in case of unavailability of the Gift or force majeure, at Sponsor's sole and absolute discretion.

- 7. HOW TO CLAIM A GIFT:** Potential Gift Recipients are subject to verification of eligibility and compliance with these Terms & Conditions. Upon selection, each potential Gift Recipient will be notified by Sponsor via the Gift Recipient's e-mail as entered on the Nomination. If a notification e-mail is returned as undeliverable, if any potential Gift Recipient is found to be ineligible or not in compliance with these Terms & Conditions, or declines to accept the Gift, the Gift may be forfeited, in Sponsor's sole discretion.

Sponsor will attempt to notify potential Gift Recipients as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a Gift Recipient's privacy or spam filter settings which may divert any Program e-mail, including any notification e-mail, to a spam or junk folder. If a Gift is unclaimed, unredeemed, or returned as undeliverable, it will not be provided. If, after a good-faith attempt, Sponsor is unable to provide or deliver a Gift, the Gift may not be provided. The Program Entities shall not be held responsible for any delays in providing a Gift for any reason. A Gift will only be awarded to a verified Gift Recipient.

- 8. GIFT RECIPIENT EVENT POSTINGS AND PUBLICITY RIGHTS:** Gift Recipients are encouraged to share with Sponsor stories and/or images from the live event attended using a Gift by tagging StubHub and using the hashtag #ticketforward on social media platforms when posting images or text. Gift Recipients agree that by posting any comments or other materials using the hashtag #ticketforward and tagging StubHub, that they have received permission from all individuals featured in any images. Gift Recipients may be asked to provide written proof of permission from any individuals included in an image. If an image features a minor, the minor must be the child/legal ward of the Gift Recipient. Further, by posting, Gift Recipients grant Sponsor and/or Sponsor's designee the perpetual right to use these comments and materials for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered. Agreement to share live event experiences is not a condition of accepting a Gift, and Gift Recipients may elect to not share the experience with Sponsor. Additionally, Sponsor may ask to share a Gift Recipient's live event experience with the Nominee on the Website. If a Gift Recipient agrees to share his/her live event experience on the Website, Sponsor will send a publicity release to both the Gift Recipient and Nominee to execute.

By sharing a live event experience, Gift Recipients agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world wide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

- 9. LIMITATION OF LIABILITY:** By participating in this Program, Nominators, Nominees, and selected Gift Recipients (collectively, "Participants") agree that the Program Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications; or for any computer,

telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of Nomination information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Program. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program and/or accepting a Gift. The Released Parties shall not be responsible or liable for Nominations that are submitted by any automated computer, program, mechanism or device, for any Nominations in excess of the stated limit or for Nominations that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms & Conditions, and all such Nominations may, in Sponsor's sole discretion, be declared null and void.

If, for any reason, a Nomination is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Nomination in the Program, the Nominator's sole remedy is to enter the Program again to submit another Nomination. If, for any reason, the Program is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program and/or proceed with the Program, including the selection of Gift Recipients in a manner it deems fair and reasonable including the selection of the Gift Recipients from among eligible Nominations received prior to such cancellation, termination, modification or suspension.

By participating the Program, each Participant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Program, including but not limited to any Program-related activity or element thereof, and the Nominator's Nominations, participation or inability to participate in the Program, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Terms & Conditions or any Program materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Gift, (e) any change in a Gift due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Terms & Conditions, (f) any interruptions in or postponement, cancellation or modification of the Program, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of

any part of any Nominator (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Program, any other Program-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Program and/or its contents related to or resulting from any part of the Program, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Nominations, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed Gifts (or any element thereof), or (p) the negligence or willful misconduct by a Participant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM, INCLUDING THE GIFTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, Participants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Nominators, Nominees, and potential Gift Recipients agree that the rights and obligations of any participant and/or Program Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 11. PRIVACY:** Sponsor's privacy policy is available at [http://www.stubhub.com/privacy\\_policy/](http://www.stubhub.com/privacy_policy/).
- 12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant hereby acknowledges and agrees that the relationship between the Participant and the Program Entities is not a confidential, fiduciary or other special relationship, and that the Participant's decision to provide a Nomination to Sponsor or accept a Gift for purposes of the Program does not place the Program Entities in a position that is any different from the position held by members of the general public with regard to elements of the Nomination or a Gift. Each Participant understands and acknowledges that the Program Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Participant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to a Nomination and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Program Entity's use of any such similar or identical material. Each Participant acknowledges and agrees that the Program Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Nomination. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Program Entity's actual or alleged exploitation or use of any Nomination or other material submitted in connection with the Program, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief and Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 13. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Nomination, or to otherwise exploit any Nomination or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Nomination for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.
- 14. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Program, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms & Conditions or otherwise governing the Program. Sponsor cannot accurately predict the number of Participants who will participate in the Program.
- 15. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Nomination or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each Participant agrees to sign the same upon Sponsor's request therefor.
- 16. GENERAL:** Any attempted form of participation in this Program other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that a Participant has registered, submitted, or attempted to submit or enter the Program using multiple e-mail addresses, identities, proxy servers or like methods, all of that Participant's Nominations will be declared null and void, and that Participant will be ineligible to participate or receive a Gift. In the event of a dispute as to the identity of a Nominee, the Nomination in question will be declared a nomination for the authorized account holder of the e-mail address associated with the e-mail address submitted in the Nomination for the Nominee. The

"authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Nominee may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms & Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Program. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Program. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Nominations and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms & Conditions and Program details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Program as set forth in these Terms & Conditions shall prevail.

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**STUBHUB® #TICKETFORWARD NOMINATION PROGRAMME**  
**TERMS & CONDITIONS**

**OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED KINGDOM AND SPAIN WHO ARE EIGHTEEN (18) YEARS OF AGE/AGE OF MAJORITY IN THEIR JURISDICTION OR OLDER AT THE TIME OF PARTICIPATION. VOID WHERE PROHIBITED. TERMS & CONDITIONS DEEMED ACCEPTED BY THOSE WHO SUBMIT A NOMINATION ENTRY TO THE #TICKETFORWARD NOMINATION PROGRAMME.**

The StubHub® #TicketForward Nomination Programme ("**Programme**") is sponsored by StubHub (UK) Limited, 1 More London Place, London SE1 2AF in the UK, and Ticketbis S.L., Calle Uribitarte nº6, 48001 Bilbao, Vizcaya, Spain in Spain ("**Sponsor**").

1. **PROGRAMME PERIOD:** Nominations will be accepted between 11 November, 2019 at 12:00 PM British Summer Time ("**BST**") and 10 November, 2020 at 11:59:59 PM BST, or whenever all Prizes (as described in Sections 5 and 6 below) have been distributed, whichever occurs first ("**Programme Period**"). The Sponsor's computer is the Programme's official clock. Entries received after the closing time will not be considered.
  
2. **ELIGIBILITY:** This Programme is open only to legal residents of the United Kingdom and Spain who are at least eighteen (18) years old and have reached the age of majority in their jurisdiction of residence at the time of participation. Employees of Sponsor, employees of the independent third-party contest administrator ("**Administrator**"), and employees of each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "**Programme Entities**") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside), persons living in the same household of each, whether or not related, and agents are not eligible to participate or be awarded a Prize. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Sponsor shall not accept any entries that are (a) automatically generated by computer or any other system; (b) completed by third parties or in bulk; or (c) illegible, incomplete, fraudulent, have been altered, reconstructed, forged or tampered with.

Entries must include:

- a. all information requested on the nomination form, which may include, without limitation: Nominator's first and last name (no initials), valid email address, city, state/province and country of residence, and
- b. the nominated person's first name; and
- c. details about the nominated person that fits under one or more of these following categories:
  - illness; or
  - changing circumstances/hardship; or
  - giving back to the community.

Participation constitutes Participants' full and unconditional agreement to these Terms & Conditions and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Programme.

3. **HOW TO SUBMIT A NOMINATION:** During the Programme Period, an eligible Participant may visit [www.stubhub.com/ticketforward](http://www.stubhub.com/ticketforward) ("**Website**"), enter the information requested on



the nomination form, which may include, without limitation: the nominator's first and complete last name (no initials), valid e-mail address, city, state/province, country of residence, the nominated person's first name, and why they deserve tickets to a live event pursuant to the Eligibility criteria under clause 2 of these terms and conditions (collectively, a "**Nomination**").

The participant submitting a Nomination shall herein be referred to as the "**Nominator**", the person named in a Nomination shall herein be referred to as the "**Nominee**" and together they shall be referred to as the "**Participants**".

**Note:** Nominators must have an existing personal relationship with the Nominee. A Nominator may not submit a Nomination on behalf of himself/herself. The Nominator agrees to provide the Nominee with a copy of the Privacy Policy (see Section 11 below) and the privacy information provided by StubHub.

A Nominator may not nominate an individual Nominee more than once. A Nominator may nominate several individuals during the Programme Period. If more than one (1) Nomination is received from the same Nominator and/or e-mail address for a specific Nominee during the Programme Period, the Nominees and the Nomination may, at the Sponsor's sole discretion, be declared null and void.

By submitting a Nomination, each Nominator agrees that his/her Nomination complies with these Terms & Conditions, including the Nomination Guidelines and Requirements set forth in Section 4 of these Terms & Conditions. Each Nominator also agrees that Sponsor may disqualify the Nominator from the Programme if Sponsor believes, in its sole and absolute discretion, that a Nomination fails to comply with these Terms & Conditions.

The Programmes is free to enter and no purchase is necessary.

#### **4. NOMINATION GUIDELINES AND REQUIREMENTS:**

Each Nomination:

- Must be in English for entries to the UK Programme and in Spanish for entries to the Spanish Programme;
- Must name (first name only required) an individual that is not the Nominator;
- Both the Nominator and the Nominee must be eighteen (18) years' old or over to enter the Programme;
- Must include a Nominee who meets the eligibility criteria set forth in Section 2 of these Terms & Conditions;
- Must not disparage Sponsor, Administrator and any of their products or services, or any other person or party affiliated with the promotion and administration of this Program;
- Must comply with all other Nomination Guidelines and Requirements and provisions set forth in Section 4 of these Terms & Conditions;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libellous;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer, contains malicious code or infiltrates a computer without the owner's consent or is in any way hostile, intrusive or annoying to the owner or user and has no legitimate purpose;

- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Nomination is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behaviour.

**NOTE:** If any Nomination fails to comply with any of these Nomination Guidelines and Requirements or any other provisions of these Terms & Conditions, Sponsor reserves the right, in its sole discretion, to disqualify the Nominator and the Nomination will be declared null and void.

- 5. SELECTION OF PRIZE RECIPIENTS:** Periodically during the Programme Period, all eligible Nominations will be reviewed by an independent judge. The independent judge, in its sole and absolute discretion, will select a Nominee to receive a Prize ("**Prize Recipient**") based on the Nominations received. It is the intent of the Sponsor that the Prize Recipient provide the Prize to the Nominee named in the Nomination. Selected Prize Recipients will be subject to these Terms & Conditions. Sponsor intends to provide up to 1,000 Prizes during the entire Programme Period. Decisions of independent judge are final and binding.
- 6. PRIZES:** Each Prize is live event tickets, awarded as either tickets to a specific event or a - fan code, up to a 235 GBP or 266 EUR value, as determined in Sponsor's sole discretion ("**Prize**"). Each Prize is provided to the Prize Recipient, and not the Nominee. Limit one (1) Prize per Prize Recipient during the Programme Period. StubHub fan codes are subject to all terms and conditions communicated to the Prize Recipient by a potential Nominator. No Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's sole and absolute discretion.
- 7. HOW TO CLAIM A PRIZE:** Potential Prize Recipients are subject to verification of eligibility and compliance with these Terms & Conditions. Upon selection, the Sponsor shall notify a potential Nominator via the e-mail which the Nominator identified in the nomination form. The Nominator will be required to reply to Sponsor's notification with indication that he/she has notified the Prize Recipient, including a copy of the Programme Terms & Conditions. It is solely the Nominator's responsibility to notify the Prize Recipient of its obligation to read and agree to the Programme Terms and Conditions. If a notification e-mail is returned as undeliverable, a potential Nominator fails to respond to Sponsor's notification within fourteen (14) calendar days, if any Nominee is found to be ineligible or not in compliance with these Terms & Conditions, or declines to accept the Prize, the Prize may be forfeited, in Sponsor's sole discretion.

Sponsor will use reasonable endeavours to notify potential Nominator as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a Nominator or the Prize Recipient's privacy or spam filter settings which may divert any e-mail, including any notification e-mail, to a spam or junk folder. If a Prize is unclaimed, unredeemed, or returned as undeliverable, it will not be provided. If, after a good-faith attempt, Sponsor is unable to provide or deliver a Prize, the Prize may not be provided. The Sponsor shall e-mail the Prize to each Prize Recipient within 2 - 4 weeks of verification. The Programme Entities shall not be held responsible for any delays in providing a Prize for any reason. A Prize will only be awarded to a verified Prize Recipient.

- 8. PRIZE RECIPIENT EVENT POSTINGS AND PUBLICITY RIGHTS:** Nominators will be encouraged to share stories of them surprising the Prize Recipient with the news. Nominators agree that by posting any comments or other materials, they grant Sponsor and/or Sponsor's designee the perpetual right to use these comments and materials for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered. Agreement to share live event experiences is not a condition of giving or accepting a Prize, and Nominators may elect not to encourage the Prize Recipient to share their experience publicly. If a Nominator and/or the Prize Recipient want to share the Prize Recipient's live event experience, the Nominator agrees to provide a copy of these Terms & Conditions to the Prize Recipient and notify the Prize Recipient to get in contact with the Sponsor for the Sponsor to be able to provide a publicity release form to the Nominator and/or the Prize Recipient to execute (as applicable).

By sharing stories on any media now known or hereafter discovered (including by directly sending StubHub any information, such as pictures) of them surprising the Prize Recipient, Nominators agree to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

- 9. TRAVEL AND ACCOMMODATION:** For the avoidance of doubt, the Prize does not include travel insurance, the cost of travel to and from the event venue, food and drink, spending money, tax or personal expenses. The winner is responsible for any obligation to declare the Prize to the relevant tax authorities and for remitting or paying any applicable taxes (including but not limited to any withholding taxes), and the Sponsor shall not have any liability in this regard nor shall the Sponsor be responsible for providing any tax advice. Any other costs incurred in addition to those set out above and that are incidental to the fulfilment of the Prize are the responsibility of the winner(s).

- 10. LIMITATION OF LIABILITY:** By participating in this Programme, Nominators, Nominees, and selected Prize Recipients agree that the Programme Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfilment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("**Released Parties**") except where prohibited by applicable laws are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of Nomination information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Programme. The Released Parties are not responsible for any injury or damage, whether personal or property, to Participants or to any person's computer related to or resulting from participating in the Programme and/or accepting a Prize. The Released Parties shall not be responsible or liable for Nominations that are submitted by any automated

computer, program, mechanism or device, for any Nominations in excess of the stated limit or for Nominations that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms & Conditions, and all such Nominations may, in Sponsor's sole discretion, be declared null and void.

If, for any reason, a Nomination is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Nomination in the Programme, the Nominator's sole remedy is to enter the Programme again to submit another Nomination. If, for any reason, the Programme is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Programme and/or proceed with the Programme, including the selection of Prize Recipients in a manner it deems fair and reasonable including the selection of the Prize Recipients from among eligible Nominations received prior to such cancellation, termination, modification or suspension.

By participating in the Programme, each Participant agrees: (i) to be bound by these Terms and Conditions ("Official Rules") and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Programme; and (iv) to forever and irrevocably agree to release and hold harmless, subject to the limits set forth by applicable law, each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Programme, including but not limited to any Program-related activity or element thereof, and the Nominator's Nominations, participation or inability to participate in the Programme, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Terms & Conditions or any Programme materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or wilful misconduct in connection with the use of a Prize, (e) any change in a Prize due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labour dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Terms & Conditions, (f) any interruptions in or postponement, cancellation or modification of the Programme, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Nominator (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by a Participant, (j) interruption or inability to access the Programme, any other Program-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Participant's (or any third person's) equipment used to access the Programme and/or its contents related to or resulting from any part of the Programme, (l) any lost/delayed data transmissions, omissions,

interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Nominations, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed Prizes (or any element thereof), or (p) the negligence or wilful misconduct by a Participant.

WITHOUT LIMITING THE FOREGOING, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EVERYTHING REGARDING THIS PROGRAMME, INCLUDING THE PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

PROGRAMME ENTITIES DO NOT EXCLUDE OR LIMIT IN ANY WAY THEIR LIABILITY TO PARTICIPANT WHERE IT WOULD BE UNLAWFUL TO DO SO. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THEIR NEGLIGENCE; FOR FRAUD OR FRAUDULENT MISREPRESENTATION; FOR BREACH OF THE PARTICIPANT'S LEGAL RIGHTS IN RELATION TO GOODS; OR FOR DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987.

**DISPUTES: THIS PROGRAMME AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAW OF ENGLAND AND WALES, AND THE COURTS OF ENGLAND AND WALES SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PROGRAMME OR ITS SUBJECT MATTER OR FORMATION.**

Further, Participants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Nominators, Nominees, and potential Prize Recipients agree that the rights and obligations of any Participant and/or Programme Entities and/or any other party shall be resolved individually, without resort to any form of class action.

**11. PRIVACY:** By entering a nomination, the Nominator confirms that they have obtained prior consent from the Nominee to share their information with the Sponsor. Sponsor will collect and process Participants' personal information and may share this with Sponsor's agents and affiliates (including those outside the European Economic Area) to the extent necessary. If Participants do not provide any of the mandatory information requested when entering and taking part in the Programme, they and/or the Nominee they have elected may not take part in the Programme. Participants' names and other personal details from their entry to the Programme will be collected and stored by Sponsor and used in accordance with the applicable privacy policy in place from time to time. Personal information supplied during the course of this Programme may be passed on to third party suppliers only insofar as required for fulfilment/delivery/arrangement of the Prize(s). Sponsor's privacy policy is available at <https://www.stubhub.co.uk/legal/?section=pp> in the UK and <https://www.stubhub.es/legal/?section=pp1> in Spain. As noted above, the

Nominator agrees to provide the Nominee with the relevant privacy policy and further privacy information.

- 12. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Participant hereby acknowledges and agrees that the relationship between the Participant and the Programme Entities is not a confidential, fiduciary or other special relationship, and that the Participant's decision to provide a Nomination to Sponsor or accept a Prize for purposes of the Programme does not place the Programme Entities in a position that is any different from the position held by members of the general public with regard to elements of the Nomination or a Prize. Each Participant understands and acknowledges that the Programme Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Participant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to a Nomination and/or each other in theme, idea, format or other respects. Each Participant acknowledges and agrees that such Participant will not be entitled to any compensation as a result of any Programme Entity's use of any such similar or identical material. Each Participant acknowledges and agrees that the Programme Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Nomination. Finally, each Participant acknowledges that, with respect to any claim by Participant relating to or arising out of a Programme Entity's actual or alleged exploitation or use of any Nomination or other material submitted in connection with the Programme, the damage, if any, thereby caused to the applicable Participant will not be irreparable or otherwise sufficient to entitle such Participant to seek injunctive or other equitable relief and Participant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 13. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Nomination, or to otherwise exploit any Nomination or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Nomination for any reason, with or without legal justification or excuse, and Participants shall not be entitled to any damages or other relief by reason thereof.
- 14. GENERAL:** Any attempted form of participation in this Programme other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that a Participant has registered, submitted, or attempted to submit or enter the Programme using multiple e-mail addresses, identities, proxy servers or like methods, all of that Participant's Nominations will be declared null and void, and that Participant will be ineligible to participate or receive a Prize. In the event of a dispute as to the identity of a Nominee, the Nomination in question will be declared a nomination for the authorized account holder of the e-mail address associated with the e-mail address submitted in the Nomination for the Nominee. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Nominee may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Programme, to be acting in violation of these Terms & Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Programme. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Programme will void any attempted participation effected by such methods and the disqualification of the individual

utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Programme. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Nominations and/or materials submitted will not be returned. In the event of any conflict with any Programme details contained in these Terms & Conditions and Programme details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Programme as set forth in these Terms & Conditions shall prevail.

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**PROGRAMA #TICKETFORWARD DE STUBHUB®**  
**TÉRMINOS Y CONDICIONES**

**APLICABLE SOLO A RESIDENTES LEGALES EN EL REINO UNIDO Y EN ESPAÑA DE DIECIOCHO (18) AÑOS/MAYORES DE EDAD EN SU JURISDICCIÓN O DE EDADES SUPERIORES EN EL MOMENTO DE SU PARTICIPACIÓN. LO ANTERIOR CARECERÁ DE APLICACIÓN CUANDO LA LEGISLACIÓN LO PROHIBA. LOS PRESENTES TÉRMINOS Y CONDICIONES SE CONSIDERARÁN ACEPTADOS POR QUIENES PRESENTEN UNA NOMINACIÓN AL PROGRAMA #TICKETFORWARD.**

El Programa #TicketForward de StubHub® (el "**Programa**") está patrocinado por StubHub (UK) Limited, 1 More London Place, Londres SE1 2AF, en el RU, y por Ticketbis S.L., Calle Uribitarte nº 6, 48001 Bilbao, Vizcaya, España, en España (el "**Patrocinador**").

**15. DURACIÓN DEL PROGRAMA:** se aceptarán Nominaciones del 11 de noviembre de 2019 a las 12:00 PM Horario de Verano en Gran Bretaña ("**BST**") al 10 de noviembre de 2020 a las 11:59:59 PM BST o hasta que todos los Premios se hayan distribuido (conforme a lo descrito en los Apartados 5 y 6 a continuación), lo que antes tenga lugar ("**Duración del Programa**"). El ordenador del Patrocinador constituye el reloj oficial del Programa. Las propuestas de nominaciones recibidas tras la hora de cierre no se tendrán en cuenta.

**16. REQUISITOS DE PARTICIPACIÓN:** en este Programa solo podrán participar los residentes legales en el Reino Unido y en España que como mínimo tengan dieciocho (18) años y que hayan alcanzado la mayoría de edad en su jurisdicción de residencia en el momento de su participación. No podrán participar ni recibir Premio alguno los empleados del Patrocinador, los empleados del tercero administrador independiente del programa (el "**Administrador**"), los empleados de cada una de sus respectivas sociedades matrices, subsidiarias, filiales, agencias publicitarias y de promoción (conjuntamente denominadas "**Entidades del Programa**"), los familiares directos de los anteriores (por ejemplo, cónyuge, padre/madre, hijo, hermano y sus respectivos cónyuges, ni los familiares políticos de cada uno de ellos, con independencia del lugar donde residan), las personas que vivan en el mismo hogar que cada uno de los anteriores, sean o no familiares, ni los agentes. Resultará de aplicación la totalidad de la legislación federal, estatal y local. Lo anterior carecerá de validez cuando la legislación lo prohíba o restrinja.

El Patrocinador no aceptará propuestas de nominaciones (a) generadas automáticamente por procedimientos informáticos ni mediante cualquier otro sistema; (b) cumplimentadas por terceros o en grandes cantidades; ni (c) ilegibles, incompletas, fraudulentas o que hayan sido modificadas, rehechas, falsificadas o manipuladas.

Las propuestas de nominaciones deberán incluir:

- d. toda la información solicitada en el formulario de nominación, que podrá incluir, entre otros datos: nombre y apellido (no iniciales) de la persona que realiza la nominación, dirección válida de email, ciudad, estado/provincia y país de residencia;
- e. primer nombre de la persona nominada; e
- f. información sobre la persona nominada clasificable bajo una o varias de las siguientes categorías:
  - enfermedad;
  - circunstancias variables/en situación de dificultad; o
  - obras a favor de la comunidad.



Al tomar parte en el Programa, el Participante acepta su conformidad total e incondicional con los presentes Términos y Condiciones, así como con las decisiones e interpretaciones del Patrocinador, que serán definitivas y vinculantes en todos los aspectos relativos al Programa.

**17. CÓMO PRESENTAR UNA NOMINACIÓN:** a lo largo de la Duración del Programa, cualquier Participante que cumpla los requisitos podrá visitar [www.stubhub.es/ticketforward](http://www.stubhub.es/ticketforward) desde España, [www.stubhub.co.uk/ticketforward](http://www.stubhub.co.uk/ticketforward) desde UK [www.stubhub.com/ticketforward](http://www.stubhub.com/ticketforward) desde US ("Sitio web") e introducir la información requerida en el formulario de nominación. Dicha información podrá incluir, entre otros datos: el nombre y apellido completos (no iniciales) de la persona que realiza la nominación, una dirección válida de email, la ciudad, el estado/provincia y el país de residencia; el nombre de la persona nominada, y el motivo por el cual merece ser premiada con las entradas a un evento en directo, con arreglo a los requisitos de participación recogidos en el apartado 2 de los presentes términos y condiciones (conjuntamente, una "**Nominación**").

El participante que presente una Nominación se denominará en lo sucesivo un "**Nominador**" y la persona nombrada en una Nominación se denominará en lo sucesivo un "**Nominado**". Ambos se denominarán conjuntamente los "**Participantes**".

**Nota:** los Nominadores deberán mantener una relación personal en ese momento con el Nominado. Un Nominador no podrá presentar una Nominación para sí mismo. El Nominador se compromete a entregar al Nominado una copia de la Política de Confidencialidad (véase Apartado 11 a continuación) y de la información sobre confidencialidad proporcionada por StubHub.

Un Nominador no podrá nominar a un Nominado en más de una ocasión, pero sí podrá nominar a varias personas a lo largo de la Duración del Programa. En el supuesto de que para un Nominado se reciba más de una (1) Nominación del mismo Nominador y/o más de una dirección de email a lo largo de la Duración del Programa, los Nominados y la Nominación podrán ser declarados nulos a elección del Patrocinador.

Mediante la presentación de una Nominación, cada Nominador reconoce haber cumplido con lo establecido en los presentes Términos y Condiciones, incluidas las Pautas y los Requisitos de Nominación recogidos en el Apartado 4 a continuación. Cada Nominador acepta asimismo que el Patrocinador pueda descalificarle del Programa si considera, conforme a su criterio único y exclusivo, que la Nominación presentada no cumple con los Términos y Condiciones aquí establecidos.

El acceso al Programa es libre y no se necesita realizar compra alguna.

## **18. PAUTAS Y REQUISITOS DE NOMINACIÓN:**

La nominación:

- se deberá realizar en inglés, en el caso del Programa en el RU, y en español, en el caso del Programa en España;
- deberá nombrar a una persona (solo se necesita el primer nombre) diferente al Nominador;

- deberá contener un Nominador y un Nominado de dieciocho (18) años o mayor para que puedan acceder al Programa;
- deberá incluir a un Nominado que cumpla con los requisitos de participación recogidos en el Apartado 2 anterior;
- no podrá desacreditar al Patrocinador, al Administrador, ni ninguno de sus productos o servicios; tampoco podrá desacreditar a ninguna otra persona o parte vinculada con la promoción y administración del Programa;
- deberá cumplir con todas las Pautas y Requisitos aplicables, así como con lo dispuesto en el presente Apartado 4;
- no deberá contener, facilitar, hacer referencia ni utilizar material peligroso, fraudulento, indebido, indecente, lascivo, pornográfico, obsceno, cruel, dañino, difamatorio, calumnioso o injurioso;
- no deberá contener virus, spyware, malware ni otros componentes maliciosos diseñados para dañar la funcionalidad de un ordenador; infiltrarse en un ordenador sin el consentimiento del propietario; resultar de otro modo hostil, intrusiva o molesta para el propietario o usuario, o carecer de una finalidad legítima;
- no deberá contener, facilitar, hacer referencia ni utilizar material que fomente la intolerancia, el racismo, el odio o el daño contra cualquier grupo o persona, ni promover la discriminación por motivos de raza, género, origen étnico, religión, nacionalidad, discapacidad, orientación sexual, orientación política, ciudadanía, ascendencia, estado civil o edad; y
- no deberá contener material ilícito, que infrinja o que resulte contrario a las leyes y reglamentos en cualquier jurisdicción donde la Nominación se haya creado, ni de otro modo promover comportamiento ilícito, ilegal, arriesgado, peligroso o imprudente alguno.

**NOTA:** si una Nominación incumple cualquiera de las presentes Pautas y Requisitos de Nominación o cualesquiera otras disposiciones aquí contenidas, el Patrocinador se reserva el derecho, conforme a su criterio exclusivo, a descalificar al Nominador. En tal caso, la Nominación será declarada nula.

**19. SELECCIÓN DE LOS RECEPTORES DEL PREMIO:** de forma periódica a lo largo de la Duración del Programa, todas las Nominaciones aceptadas serán revisadas por un juez independiente. Dicho juez seleccionará a partir de las Nominaciones recibidas y conforme a su criterio exclusivo y absoluto, a un Nominado para que reciba el Premio (“**Receptor del Premio**”). El Patrocinador tiene la intención de que el Receptor del Premio entregue el Premio al Nominado nombrado en la Nominación. Los Receptores del Premio seleccionados deberán cumplir los presentes Términos y Condiciones. El Patrocinador tiene previsto entregar hasta 1.000 Premios durante la Vigencia íntegra del Programa. Las decisiones del juez independiente serán definitivas y vinculantes.

**20. PREMIOS:** cada Premio consiste en entradas a un evento en directo, ya sea en forma de entrada a un evento específico o en forma de código fan, por importe de hasta 235 GBP o 266 EUR, fijado por el Patrocinador conforme a su propio criterio (el “**Premio**”). Cada Premio se entrega al Receptor del Premio, no al Nominado. El máximo será un (1) Premio por Receptor a lo largo de la Duración del Programa. Los códigos fan de SutbHub están sujetos a la totalidad de los términos y condiciones comunicados al Receptor del Premio por un Nominador potencial. No se permitirán sustituciones, cambios ni equivalentes en efectivo de Premios, salvo realizados por el Patrocinador, que se reserva el derecho a sustituir un premio por otro del mismo valor o de un valor superior en caso de falta de disponibilidad o de un

supuesto de fuerza mayor, conforme a su criterio exclusivo y absoluto.

- 21. CÓMO RECLAMAR UN PREMIO:** los Receptores de Premios potenciales están sujetos a la verificación del cumplimiento por su parte de los requisitos de participación y de los presentes Términos y Condiciones. Una vez seleccionados, el Patrocinador remitirá una notificación a un Nominador potencial a través del email que este haya indicado en el formulario de nominación. El Nominador deberá contestar a la notificación del Patrocinador, indicando haber informado al Receptor del Premio y haberle proporcionado una copia de los Términos y Condiciones del Programa. Será responsabilidad exclusiva del Nominador notificar al Receptor del Premio su obligación de leer y aceptar los Términos y Condiciones del Programa. En el supuesto de que un email de notificación a un Nominador potencial sea devuelto como no entregado, un Nominador potencial no responda a la notificación del Patrocinador en un plazo de catorce (14) días naturales, o un Nominado no sea considerado apto, incumpla los presentes Términos y Condiciones o decline aceptar el Premio, el Premio se considerará renunciado, conforme al criterio exclusivo del Patrocinador.

El Patrocinador hará cuanto esté a su alcance para notificar al Nominador potencial en los términos antedichos, pero no será responsable de los emails no entregados, incluidos, entre otros, los emails no recibidos debido a la configuración de la privacidad o a un filtro anti spam del Nominador o del Receptor del Premio, susceptibles de desviar cualquier email, incluido cualquier email de notificación, a una carpeta de spam o correo basura. En caso de ausencia de reclamación, renuncia o devolución de un Premio por no poderse entregar, no se realizará su entrega. Si, tras un intento de buena fe, el Patrocinador no es capaz de entregar un Premio, podrá no ser concedido. En tal caso, el Patrocinador enviará el Premio por email a cada Receptor del Premio en un plazo de 2 a 4 semanas tras la verificación realizada. Las Entidades del Programa no serán consideradas responsables de la demora incurrida en entregar un Premio con independencia del motivo al que se deba. Solo se concederá un Premio al Receptor del Premio que haya sido verificado.

- 22. PUBLICACIONES SOBRE EL RECEPTOR DEL PREMIO Y DERECHOS PUBLICITARIOS:** se anima a los Nominadores a compartir historias sobre ellos sorprendiendo al Receptor del Premio con la noticia. Los Nominadores aceptan que al publicar comentarios u otros materiales, conceden al Patrocinador y/o a la persona nombrada por el Patrocinador, el derecho indefinido a usarlos con fines promocionales, comerciales y publicitarios, en cualquier momento y en todos los medios conocidos en la actualidad o por conocer en el futuro. El acuerdo a compartir las experiencias de un evento en directo no constituye condición alguna sobre la entrega o aceptación de un Premio, y los Nominadores podrán optar por no animar al Receptor del Premio a compartir su experiencia públicamente. Si un Nominador y/o el Receptor del Premio desean compartir la experiencia del evento en directo, el Nominador se compromete a entregar al Receptor del Premio una copia de los presentes Términos y Condiciones y a indicarle que contacte con el Patrocinador para que este pueda entregar a dicho Receptor del Premio y/o al Nominador (según proceda) un formulario de descarga del material publicitario.

Al compartir historias en cualquier medio conocido en la actualidad o por conocer en el futuro (incluido mediante el envío directamente a StubHub de cualquier información, como imágenes) del momento en el que se sorprende al Receptor del Premio con la noticia, los Nominadores se comprometen a conceder al Patrocinador y/o a la persona nombrada por este el derecho indefinido a utilizar su nombre, información biográfica, fotos y/o imagen, así como declaraciones, con fines promocionales, comerciales y publicitarios, en cualquier

momento y en todos los medios conocidos en la actualidad o por conocer en el futuro, incluida la televisión en directo, en todo el mundo, incluido, entre otros conceptos, en la World Wide Web y en Internet, sin necesidad de notificación, revisión o aprobación, y sin contraprestación adicional alguna, salvo que la legislación lo prohíba.

**23. VIAJES Y ALOJAMIENTO:** con el fin de evitar cualquier tipo de duda, el Premio no incluye seguro de viaje, el coste de traslado a y desde el lugar de celebración del evento, comida ni bebida, los gastos en efectivo ni los gastos en concepto de impuestos o de tipo personal. El ganador será responsable de cualquier obligación de declarar el Premio ante las autoridades fiscales oportunas y de presentar o liquidar los impuestos correspondientes (incluidos, entre otros conceptos, cualquier retención fiscal). El Patrocinador no asumirá obligación alguna en tal sentido, ni será responsable de prestar ningún tipo de asesoramiento fiscal. Cualesquiera otros gastos incurridos adicionalmente a los anteriormente indicados, que resulten accesorios a la concesión del Premio, serán responsabilidad del/de los ganador(es).

**24. LÍMITES SOBRE LA RESPONSABILIDAD:** al participar en este Programa, los Nominadores, Nominados y los Receptores del Premio seleccionados aceptan que las Entidades del Programa y sus filiales, subsidiarias, representantes, consultores, contratistas, asesores legales, agencias de relaciones públicas, promocionales y de marketing, proveedores de sitios web, sitios web públicos, y sus respectivos directores, consejeros, empleados, representantes, personas designadas y agentes ("**Partes Relacionadas**"), salvo que la legislación aplicable lo prohíba, no serán responsables de la pérdida, entrega tardía o incompleta, robo, error en el envío, franqueo no abonado o imposibilidad de entregar las notificaciones remitidas por email; de cualquier funcionamiento defectuoso, fallo, conexión o disponibilidad informática, telefónica, por satélite, cable, red, hardware o software electrónico o de Internet; transmisiones confusas, corruptas o ininteligibles, accesibilidad neta del proveedor del servicio/Internet/sitio web/usuario a la red; cualquier error técnico, mecánico, de impresión, tipográfico o de otro tipo; cualquier intervención humana no autorizada; captura incorrecta o imprecisa de información sobre la Nominación; o la falta de captura o pérdida de dicha información. Las Partes exoneradas no son responsables de la información incorrecta o imprecisa, independientemente de que se deba a los usuarios del sitio web, a su manipulación o ataques piratas, o al equipo o programación asociados o utilizados en el Programa. Las Partes exoneradas tampoco son responsables de las lesiones o daños personales o sobre los bienes, causados a los Participantes o al ordenador de cualquier persona, relacionados o derivados de su participación en el Programa y/o la aceptación de un Premio. Tampoco serán responsables de las Nominaciones que se presenten mediante cualquier sistema informático, programa, mecanismo o dispositivo automatizado, de las Nominaciones que excedan el límite establecido, ni de las Nominaciones realizadas fuera de plazo, falsificadas, extraviadas, traspapeladas, remitidas a direcciones equivocadas, manipuladas, incompletas, eliminadas, dañadas, confusas o que de otro modo no cumplan con los presentes Términos y Condiciones; y la totalidad de dichas Nominaciones podrán ser declaradas nulas conforme al criterio exclusivo del Patrocinador.

Si, por cualquier motivo, se confirma que una Nominación se ha eliminado, extraviado o de otro modo destruido o dañado erróneamente, o por cualquier otro motivo no ha sido aceptada como tal en el Programa, el único recurso que asistirá al Nominador consistirá en acceder de nuevo al Programa para presentar otra Nominación. Si, por cualquier motivo, el Programa no se está desarrollando según lo previsto, el Patrocinador se reserva el derecho, conforme a su criterio exclusivo, a cancelarlo, resolverlo, modificarlo o suspenderlo y/o a retomar, incluida la selección de los Receptores del Premios, en los términos que considere equitativos y razonables, incluida la selección de los Receptores de Premios de entre las Nominaciones

debidamente realizadas recibidas previamente a dicha cancelación, resolución, modificación o suspensión.

Al participar en el Programa, cada Participante se compromete a: (i) observar el cumplimiento de los presentes Términos y Condiciones (“Bases Oficiales”), la totalidad de la legislación aplicable y las decisiones del Patrocinador y el Administrador, que serán vinculantes y definitivas; (ii) renunciar a cualquier derecho a reclamar ambigüedad en lo referente a los indicados Términos y Condiciones; (iii) renunciar a todos sus derechos a presentar reclamaciones o acciones legales contra cualquiera de las Partes Exoneradas en lo referente al Programa; y (iv) exonerar de responsabilidad por tiempo indefinido y de manera irrevocable, con sujeción a los límites establecidos por la legislación aplicable, a cada una de las Partes Exoneradas, frente a todas y cada una de las reclamaciones, pleitos, resoluciones judiciales, fundamentos jurídicos, procedimientos, demandas, sanciones, penalizaciones, responsabilidad, costas y gastos (incluidos, entre otros conceptos, honorarios razonables de abogados externos) que puedan surgir relacionados con: (a) el Programa, incluidos, entre otros conceptos, cualquier actividad o elemento relacionado con dicho Programa, y las Nominaciones, la participación o la incapacidad para participar del Nominador en el mencionado Programa, (b) la infracción de derechos de privacidad, personales, publicitarios o exclusivos de cualquier tercero; (c) los errores tipográficos o de imprenta en los presentes Términos y Condiciones o en cualesquiera materiales del Programa, (d) la aceptación, asistencia, recepción, viaje, participación, entrega, posesión, defectos, uso, ausencia de uso, uno indebido, incapacidad de usar, pérdida, daños, destrucción, negligencia o conducta dolosa en relación con el uso de un Premio, (e) cualquier cambio en un Precio debido a su falta de disponibilidad o por motivos ajenos al control del Patrocinador, incluidos, entre otros motivos, catástrofes naturales, acciones, regulaciones, órdenes o peticiones de cualquier entidad gubernamental o cuasigubernamental (con independencia de que se demuestre la nulidad de dichas acciones, regulaciones, órdenes o peticiones), fallos en equipos, actos terroristas amenazados o reales, terremotos, guerra, incendio, inundación, explosión, condiciones meteorológicas inusualmente adversas, huracán, embargo, conflictos laborales o huelga (legal o ilegal), escasez de mano de obra o de material, interrupción de cualquier tipo del transporte, receso de trabajo, disturbios civiles, insurrección, revueltas o cualquier otra causa ajena al control de cualquiera de las Partes Exoneradas, o en los términos permitidos de otro modo en los presentes Términos y Condiciones, (f) las interrupciones o el aplazamiento, cancelación o modificación del Programa, (g) los errores humanos, (h) la transcripción, recepción o transmisión incorrecta o imprecisa de cualquier parte de cualquier Nominador (incluidos, entre otros conceptos, la información de registro o cualesquiera partes de esta), (i) cualquier fallo técnico o falta de disponibilidad de cualquier sitio web o red telefónica, sistema informático, sistema informático online, dispositivo móvil, sincronización informática y/o mecanismo de actualización, equipo informático, software, proveedor de servicio de Internet, o servicio postal, empleado por cualquiera de las Partes Relacionadas o por un Participante, (j) la interrupción o incapacidad de acceder al Programa, a otros sitios web relacionado con el Programa o a cualquier servicio online a través de Internet, debido a problemas de compatibilidad del hardware o el software, (k) cualquier daño al equipo del Participante (o de cualquier tercero) utilizado para acceder al Programa y/o su contenido, relacionado o resultante de cualquier parte del Programa, (l) las transmisiones de datos extraviadas/retrasadas, omisiones, interrupciones, defectos y/o cualesquiera otros errores o fallos, (m) las Nominaciones realizadas fuera de plazo, extraviadas, robadas, fragmentadas, remitidas a direcciones equivocadas, retrasadas, confusas, manipuladas, destruidas, incompletas, no entregadas o dañadas, (n) cualquier acción u omisión dolosa, negligente o no autorizada por parte de cualquiera de las Partes Exoneradas, (o) los Premios perdidos,

fuera de plazo, robados, remitidos a direcciones equivocadas o destruidos (o cualquier elemento de estos) o (p) la conducta negligente o dolosa de un Participante.

SIN LIMITACIÓN ALGUNA DE CUANTO ANTECEDE, Y EN LOS TÉRMINOS PERMITIDOS POR LA LEGISLACIÓN APLICABLE, TODO LO RELACIONADO CON ESTE PROGRAMA, INCLUIDOS LOS PREMIOS, SE ENTREGAN “COMO CUERPO CIERTO”, SIN GARANTÍA DE NINGÚN TIPO, EXPRESA NI IMPLÍCITA, INCLUIDAS, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIALIZABILIDAD, IDONEIDAD PARA UNA FINALIDAD EN CONCRETO O AUSENCIA DE INFRACCIÓN. ES POSIBLE QUE DETERMINADAS JURISDICCIONES NO PERMITAN LAS LIMITACIONES O EXCLUSIONES DE RESPONSABILIDAD BASADAS EN DAÑOS ACCESORIOS O EMERGENTES NI LAS EXCLUSIONES DE GARANTÍAS IMPLÍCITAS, POR LO QUE ALGUNAS DE LAS LIMITACIONES O EXCLUSIONES ANTERIORES PODRÍAN NO APLICARSE. Compruebe la legislación local para cualquier restricción o limitación relativa a las presentes limitaciones o exclusiones.

LAS ENTIDADES DEL PROGRAMA NO EXCLUYEN NI LIMITAN EN MODO ALGUNO SU RESPONSABILIDAD FRENTE A LOS PARTICIPANTES EN LOS SUPUESTOS EN QUE NO HACERLO RESULTARÍA ILÍCITO. ELLO INCLUYE LA RESPONSABILIDAD POR FALLECIMIENTO O LESIONES PERSONALES CAUSADAS POR ACCIONES NEGLIGENTES; POR FRAUDE O DECLARACIONES FALSAS FRAUDULENTAS; POR INCUMPLIMIENTO DE LOS DERECHOS LEGALES DEL PARTICIPANTE EN RELACIÓN CON LOS BIENES; O POR PRODUCTOS DEFECTUOSOS CONFORME A LA LEY DE PROTECCIÓN AL CONSUMIDOR DEL 1987.

**CONTROVERSIAS: ESTE PROGRAMA Y CUALQUIER CONTROVERSIA O RECLAMACIÓN DERIVADA O RELACIONADA CON ÉL O CON SU OBJETO SE REGISTRARÁN Y SE INTERPRETARÁN CON ARREGLO A LA LEGISLACIÓN ESPAÑOLA, Y LOS TRIBUNALES DE BILBAO, VIZCAYA (ESPAÑA) TENDRÁN COMPETENCIA JURISDICCIONAL EXCLUSIVA PARA RESOLVER TAL CONTROVERSIA O RECLAMACIÓN.**

Asimismo, los Participantes renuncian en este acto a todos sus derechos a reclamar: (i) daños punitivos, especiales, accesorios o emergentes, y cualesquiera otros tipos de daños (ya sea como consecuencia de una acción negligente o de otro tipo), diferentes a los gastos menores efectivamente incurridos; y (ii) la multiplicación o el aumento de daños. Los Nominadores, los Nominados y los Receptores del Premio potenciales acuerdan que los derechos y obligaciones de cualquier Participante, Entidades del Programa y/o cualquier otra parte se resolverán individualmente, sin recurrir a ningún tipo de acción legal conjunta.

**25. CONFIDENCIALIDAD:** al realizar una nominación, el Nominador confirma que ha obtenido el consentimiento previo del Nominado a compartir su información con el Patrocinador. El Patrocinador recopilará y realizará el tratamiento de los datos personales de los Participantes, que podrá compartir con sus agentes y filiales (incluidos los que estén localizados fuera del Espacio Económico Europeo) en los términos necesarios. Si los Participantes no aportan la información obligatoria solicitada al acceder y participar en el Programa, ellos y/o el Nominado que hayan elegido no podrán tomar parte en dicho Programa. Los nombres y otros datos personales de los Participantes obtenidos de su acceso al Programa serán recopilados y almacenados por el Patrocinador, y utilizados con arreglo a la política de confidencialidad en vigor en cada momento. Los datos personales

proporcionados en el transcurso del Programa se podrán transmitir a terceros proveedores solo en la medida en que resulte necesario para el cumplimiento/entrega/gestión del/de los Premio(s). La política de confidencialidad del Patrocinador está disponible en <https://www.stubhub.co.uk/legal/?section=pp> en el RU, y <https://www.stubhub.es/legal/?section=pp1> en España. Como se ha indicado anteriormente, el Nominador se compromete a entregar al Nominado la política de confidencialidad correspondiente y otra información adicional en materia de confidencialidad.

- 26. NATURALEZA DE LA RELACIÓN/RENUNCIA A MEDIDAS RESARCITORIAS:** cada Participante reconoce y acuerda en este acto que la relación entre el Participante y las Entidades del Programa no es una relación de confidencialidad, fiduciaria ni de otro tipo especial, y que la decisión del Participante de proporcionar una Nominación al Patrocinador o de aceptar un Premio a efectos del Programa no implica que las Entidades del Programa ocupen una posición diferente a la de los miembros del público en general con respecto a los elementos de la Nominación o de un Premio. Cada Participante comprende y reconoce que las Entidades del Programa disponen de un amplio acceso a ideas, historias, diseños y otros materiales literarios, y que reciben o sus propios empleados desarrollan ideas nuevas constantemente. Cada Participante reconoce asimismo que muchas ideas, fotografías o vídeos podrán resultar competitivos, similares o idénticos a una Nominación y/o entre sí en lo que respecta al tema, la idea, el formato u otros aspectos. Cada Participante reconoce y acuerda que no tendrá derecho a retribución alguna como consecuencia del uso por las Entidades del Programa de dicho material similar o idéntico. Asimismo, cada Participante reconoce y acuerda que las Entidades del Programa no tienen en la actualidad ni tendrán en el futuro deber u obligación alguna, directa o indirecta, subsidiaria, parcial ni de otro tipo, con respecto al incumplimiento o la protección de los derechos de autor en y sobre la Nominación. Por último, cada Participante reconoce que, con respecto a cualquier reclamación que interponga relativa o derivada de la explotación o uso real o supuestos por las Entidades del Programa de cualquier Nominación u otro material presentado en relación con el Programa, los daños, en su caso, causados al Participante no serán irreparables y dicho Participante podrá solicitar su reparación por mandato judicial u otra medida resarcitoria. Los derechos y recursos que asisten al Participante en tal caso estarán estrictamente limitados al derecho al resarcimiento de los daños sufridos, en su caso, mediante la interposición de las acciones legales oportunas.
- 27. AUSENCIA DE OBLIGACIÓN DE USO:** el Patrocinador no tendrá la obligación (expresa ni implícita) de usar cualquier Nominación, ni de otro modo explotarla o, si ha comenzado su distribución o explotación, continuar con dicha distribución o explotación. El Patrocinador podrá en cualquier momento abandonar el uso de cualquier Nominación por cualquier motivo, con o sin excusa o causa legalmente justificada, y los Participantes no podrán reclamar daños y perjuicios ni interponer otros recursos por tal motivo.
- 28. GENERAL:** cualquier forma de participación pretendida en este Programa diferente a la aquí descrita será nula. Si se descubre o sospecha conforme al criterio exclusivo y absoluto del Patrocinador que un Participante se ha registrado o accedido, o ha tratado de registrarse o acceder al Programa utilizando múltiples direcciones de email, identidades, servidores proxy u otros métodos similares, todas las Nominaciones de dicho Participante serán declaradas nulas, y no podrá participar ni recibir Premio alguno. En caso de controversia en cuanto a la identidad de un Nominado, la Nominación en concreto será declarada una nominación realizada al titular autorizado de la dirección de email asociada a la dirección de email presentada en la Nominación. Por "titular autorizado de la dirección de email" se entenderá la persona física a la que se asigne una dirección de email por un proveedor de acceso a

Internet, un proveedor de servicios online u otra organización responsable de asignar direcciones de email para el dominio asociado a la dirección de email presentada. Se podrá requerir que cada Nominado demuestre ser el titular autorizado de la dirección de email. El Patrocinador y el Administrador se reservan el derecho a descalificar a cualquier persona que, según su criterio exclusivo, consideren que ha manipulado el funcionamiento del Programa, ha actuado contrariamente a lo establecido en los presentes Términos y Condiciones, de manera deshonesta o con la intención de interrumpir el funcionamiento habitual del Programa. Cualquier uso de métodos robóticos, automáticos, macro, programados, de terceros o similares para participar en el Programa anulará cualquier intento de participación a través de dichos métodos, y supondrá la descalificación de la persona que haga uso de ellos. **AVISO: CUALQUIER INTENTO DE DAÑAR DELIBERADAMENTE CUALQUIER SITIO WEB O QUEBRANTAR EL FUNCIONAMIENTO LEGÍTIMO DE ESTE CONCURSO CONSTITUYE UNA INFRACCIÓN DE LA LEGISLACIÓN PENAL Y CIVIL. EN CASO DE DICHO INTENTO, EL PATROCINADOR SE RESERVA EL DERECHO A RECLAMAR DAÑOS Y PERJUICIOS O PRESENTAR OTRO TIPO DE ACCIONES CONTRA LA(S) PERSONA(S) RESPONSABLE(S) DE TAL INTENTO EN LOS TÉRMINOS MÁS AMPLIOS LEGALMENTE PREVISTOS.** Si cualquier disposición contenida en los presentes Términos y Condiciones o cualquier palabra, frase, cláusula, oración o parte de estas fueran consideradas nulas o carentes de fuerza ejecutiva por cualquier motivo, dicha disposición o parte de ella será modificada o suprimida de tal forma que las demás disposiciones de las presentes Bases Oficiales continúen siendo válidas y exigibles. La nulidad o ausencia de fuerza ejecutiva de cualquiera de las cláusulas contenidas en estas Bases Oficiales no afectará a la validez ni a la fuerza ejecutiva de las demás cláusulas. La interpretación del Patrocinador y/o del Administrador de estas Bases Oficiales será definitiva y vinculante en todos los aspectos relativos al Programa. La falta de exigencia del cumplimiento de cualquiera de los presentes Términos y Condiciones no constituirá renuncia alguna a dicha disposición, que continuará en vigor y surtiendo plenos efectos. No se devolverán las Nominaciones ni los materiales presentados. En caso de cualquier tipo de controversia con la información sobre el Programa contenida en estos Términos y Condiciones y la contenida en cualesquiera materiales promocionales (incluida, a título enunciativo, la publicidad en puntos de venta, en televisión e impresa), prevalecerá la información del Programa contenida en los presentes Términos y Condiciones.

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