TERMS AND CONDITIONS – FUENGIROLA SUMMER CINEMA RAFFLE 2018

COMUNIDAD DE PROPIETARIOS PARQUE MIRAMAR DE FUENGIROLA (hereinafter MIRAMAR C.C.), with Spanish tax code H-92535319 and registered at Avda. de la Encarnación s/n Fuengirola (Malaga), has decided to start the following campaign, which is subject to the following terms and conditions:

1. HOW TO ENTER THE RAFFLE

Any legal resident in Malaga, as well as any foreign resident with a legal residence permit in Malaga, can enter this raffle. Participants shall register in the official app by Miramar Shopping Centre and follow the rules governing the raffle.

2. TIME FRAME FOR JOINING THE RAFFLE

Participants will be able to enter this raffle from 4-9 July 2018 at 11:59 pm (Spain peninsular time). This period can be extended or reduced at Miramar CC's discretion. Should this happen, it will be announced accordingly on Facebook and in the raffle terms and conditions.

3. MECHANICS OF THE CONTEST

Miramar Shopping Centre will open a raffle from 4-9 July 2018 in their official app. People interested in entering this raffle shall register at the SUMMER CINEMA raffle.

Participants shall reply to the following question: WHAT FILM WOULD YOU LIKE TO SEE IN THE SUMMER CINEMA? THERE WILL BE 8 FILMS TO CHOOSE FROM, SO THAT PARTICIPANTS CAN CHOOSE THE ONE THEY WANT TO BE SHOWN AT FUENGIROLA SUMMER CINEMA.

To enter the raffle, participants shall reply to the question in the Miramar Shopping Centre app.

There is no entry fee to enter this raffle.

4. PRIZE:

On the 10th July, there will be a raffle, choosing 2 WINNERS AND 2 REPLACEMENTS using a specific software.

The winner shall receive a gift card worth €50 to be spent at Centro Comercial Miramar stores. The winner shall collect the prize at the Customer service desk at Miramar Shopping Centre, during the week from 10 July to 20 July 2018, at the information desk of the shopping centre, from Monday to Saturday from 10 am to 8 pm. An ID card or passport shall be required to identify the winner.

When winners go to get their prize at the Information desk, they shall have a picture taken that might be posted on Miramar shopping centre's social profiles: Facebook, Twitter, YouTube, Instagram and Google+. The purpose of this post is to offer information about the procedure for allocating the prize offered on this raffle.

The winner will be announced on our mobile app (CENTRO COMERCIAL MIRAMAR) for Android and iOS on 10 July. The winner shall also be contacted by email. Should the winner not provide his/her data or not answer the call, the replacement picked on the 10th July shall be contacted.

Under no circumstances the prize will be exchanged for money, nor will it be exchanged or returned. It is strictly forbidden to transfer or sell the prize.

5. NOTIFICATION TO THE WINNER

The name of the winner shall be published at the Miramar Shopping Centre app on 10 July.. We will contact them by email.

In the event of not answering the call or email in a term of 5 days, or in the event of rejecting the prize in an express and refutable manner during the timeframe for collecting the prize, we shall proceed to contact the participant picked as a replacement, so on and so forth.

6. PERSONAL DATA

According to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, we provide you with the following information about how we process your personal data:

The entity responsible for processing personal data is COMUNIDAD DE PROPIETARIOS PARQUE MIRAMAR DE FUENGIROLA (hereinafter MIRAMAR SHOPPING CENTRE), with tax code H92535319, addressed at Avda. de la Encarnación s/n Fuengirola, Málaga, Spain; with telephone number: +34 952 19 81 95; and email address: comunicacion@miramarcc.com. Personal data gathered shall be used to send you information emails about the activities, deals and promotions at Miramar shopping centre. The information shall be stored indefinitely except if the interested party expresses his/her wish to stop receiving sales communications, in which case we shall proceed to delete the information in our database. The consent to use this personal data is granted by the interested party when accepting these terms and conditions. The interested party is entitled to remove his/her consent at any time, without this affecting the legal use of the personal data based on the consent granted before this removal. Third parties or organisations shall not process personal data.

The interested party is entitled to access his/her personal data, as well as to ask for the modification of any inaccurate data or, if needed, ask for its removal when these data are no longer required for the purpose for which they were gathered, among other reasons. The interested party shall request these data are processed for limited use, in which case we shall only keep them on file for performing any claims or defending against them. Under some circumstances and for any reason related to his/her personal situation, the interested party shall be entitled to oppose the processing of his/her data. In this case, MIRAMAR SHOPPING CENTRE shall stop using the data, except for legal purposes, or for performing any potential claims or defending against them. Lastly, we inform you about your portability rights under the GDPR. In order to make use of these rights, you can send an email to lopd@ccmiramar.com or a letter to the following address: Avda. de la Encarnación s/n Fuengirola, Málaga, Spain. If you think that MIRAMAR SHOPPING CENTRE has used your personal data in a way that violates your rights regarding personal data, especially when you have not been able to exercise your rights, you shall be allowed to put a claim against the appropriate Controller regarding Personal Data (www.agpd.es).

7. MISCELLANEOUS

Miramar shopping centre reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the campaign should a fair consideration or force majeure cause beyond MIRAMAR C.C.'s control prevent to carry out the raffle as hereby stated.

Also, in case a third party with a lawful interest lays claim to MIRAMAR C.C., or an appropriate authority, MIRAMAR C.C. is entitled to remove the post immediately, without any notification to the poster.

In the case of any disputes between the parties, MIRAMAR C.C. And the raffle participants are governed by the Spanish law and the courts in Fuengirola, with express waiver of any other jurisdiction to which they might have recourse unless any of the parties has the status of consumer. In this case, the parties agree to be governed by the courts in the city the consumer resides in.

8. DISCLAIMER

MIRAMAR C.C. shall not be responsible for any temporary unavailability or continuity of the services used for the raffle, including but not limited to failure to access the contest page via the Internet.

MIRAMAR C.C. shall not be responsible for any errors in the data provided by the winner that prevent to identify him/her.

Miramar C.C. is entitled to remove any content that is against these contest terms and conditions, and any inappropriate comment addressed to Miramar C.C. or any third parties.

9. ACCEPTING THESE TERMS AND CONDITIONS

The raffle terms and conditions are available at the Information desk at Miramar shopping centre and on its website, www.miramarcc.com.

By entering this raffle, all participants agree to these terms and conditions, the raffle rules and the privacy and data protection policies stated in the raffle sign up page.

10. NO SPONSOR BY FACEBOOK

This campaign is in no way sponsored, endorsed, administered by or associated with Facebook. Participants are aware that they are providing their information to Miramar C.C. and not to Facebook. Any questions, comments or claims related to this campaign shall be addressed to Centro Comercial Miramar and not to Facebook.

In Fuengirola, on the 4 July 2018.