TERMS AND CONDITIONS FOR THE THEATRE IN THE CLOUDS CAMPAIGN – MIRAMAR SHOPPING CENTRE

I. ORGANISER: COMUNIDAD DE PROPIETARIOS PARQUE MIRAMAR (hereinafter Miramar), with Spanish tax code H-H92535319 and registered address in Malaga, Avda. de la Encarnación s/n, 29640 Fuengirola.

II. TERRITORIAL SCOPE: Malaga province exclusively.

III. PARTICIPANTS: Any person of age, or any minor accompanied by a person of age, located in the territorial scope of the campaign and acting according to the terms and conditions set herein.

Participation in this campaign is free of charge.

IV. TERM: This action shall take place during each Saturday and Sunday in August 2018 at Miramar shopping centre, from 7.30 pm to 9 pm.

V. MECHANICS OF PARTICIPATION: Any person visiting the Theatre In The Clouds in the terrace floor and who have downloaded the Miramar shopping centre official app on their smartphone shall receive a voucher they shall complete and leave in a ballot box located in the same place where the campaign shall take place. During this campaign, there shall be a raffle of 2 gift cards worth €50 each. This information shall be included in information flyers that shall be distributed to the people visiting the centre, and that shall help to clear up any doubts arising to any person/participant around the campaign location.
Note: children under 14 shall only be allowed to participate if their father, mother or legal guardian completes and signs the corresponding authorisation correctly.
Users shall not show any type of document to enter the campaign, nor shall they receive any kind of material or monetary compensation for this purpose, except for the winners of the prize.

VI. PRIZES: Two gift cards worth €50 each shall be raffled among all participants. Two winners and two replacements shall be chosen at random among all participants registered in the campaign.

The name of the winners shall be announced on 7 September 2018 by posting their name and surname in the MIRAMAR app.

As of the day of the raffle, MIRAMAR also shall contact the winners by email to notify them of their condition as winners and to explain them the procedure to claim the prize.

In order to deliver the prize, participants shall have completed the registration correctly with their data. If during a term of 7 calendar days after the raffle MIRAMAR has not been able to contact the winner, the replacement shall be reached, who shall have the same conditions to claim the prize as the original winner. For this reason, on the raffle day, a second voucher shall be extracted to designate the replacement winner.

VII: By entering this campaign, the user is expressly authorising Miramar shopping centre to post the name, surname and picture of the winners on the shopping centre's social networks and the website www.miramarcc.com.

VIII. PRIZE TERMS AND CONDITIONS:

- The prize or right to claim it is non-transferable.
- The claim period shall end 15 calendar days after the campaign end date.

- In no way shall the prize be exchanged, modified or replaced with another prize, nor shall it be cashed in. Even if the winner refuses to accept the prize, the prize shall be non-transferable.
- Refusing to accept the prize shall not entail any rights to receive damages or compensation.

IX. DATA PROTECTION:

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).

Your personal data shall be processed with the strictest confidentiality, applying any technical and organisational measures to ensure your confidentiality and security of your personal data, with the purpose of avoiding its inappropriate access, manipulation, loss or process. In no way shall data gathered in the questionnaire be transferred to any third party.

IX. GENERAL TERMS

Current Spanish laws in force govern this campaign.

The terms and conditions set herein that govern this campaign shall be available during the campaign to any person requiring them in the location where the campaign shall take place.

MIRAMAR reserves the right to reject the participation of any person cheating, altering or preventing the regular and legal development of the campaign set herein.
Contact email for doubts and claims: atencionalcliente@miramarcc.com

X. GOVERNING LAW

In the case of any disputes between the parties, the parties are governed by the Spanish law and the courts in Malaga, 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.