

LEGAL BASES RAFFLE "MALLORCA 312 VIRTUAL 2021"

The Trading Company 312 Bike & Tours, S. L. (hereinafter, Mallorca 312) with registered address in Artà, Carrer de Rafel Blanes, number. 90 (07570), Balearic Islands, registered in the Mercantile Registry of Mallorca and fiscally identified by the Ministry of Economy and Finance of Spain with CIF number: B-57.967.622, with the social objective to organize and manage sporting events CNAE 9311, with email registrations@milestoneseries.cc, and to carry out notifications, claims or elements of special relevance on the following **BASES**:

FIRST.- OBJECTIVE OF THE RAFFLE.

Mallorca 312 organizes an international raffle by the name of «MALLORCA 312 VIRTUAL 2021» (hereinafter, RAFFLE) where the following prizes are raffled:

- a. For those registered and that complete a stage in the virtual Mallorca 312 RGT platform raffle, there will be 46 prizes provided by the official sponsors of the Mallorca 312. There will be 46 raffles, with one winner in each raffle.
- b. There will be 8 prizes provided by the official sponsors of the Mallorca 312 by means of a raffle for the virtual event participants who also complete the brand survey with one winner in each category.

SECOND.- TERRITORIAL SCOPE OF THE RAFFLE.

The RAFFLE will be held internationally and that is why the Mallorca 312 will consider the regulatory regulations of each state, and the winner can be deprived of the prize as long as the national law requires it.

THIRD.- PROVISIONAL SCOPE OF THE RAFFLE.

a. Start and End. The promotion is scheduled to take place between the following dates: **April 15 from 00:00 until May 31 at 23:59 hours**, both inclusive, **2021**, for those who

1. Participate in the Mallorca virtual event through the virtual cycling platform RGT or complete the Mallorca 312 survey.
2. Those who, in addition to participating in the virtual event, complete the Mallorca 312 brand survey.

b. Communication to the winners. The results of the winners, as well as the awards ceremony, **will be communicated to the**

winners via email to the emails provided during the RGT platform registration during the completion of the brand survey.

c. Prize delivery. The delivery of the prizes will not have a **cost** for participants and will be completed **60 days** after the winners have been contacted.

d. The approximate value of the prizes will be the following: 9,000€

FOURTH.- INDIVIDUALS ENTITLED TO PARTICIPATE

Those over the age of 18 can participate in the RAFFLE. Proof of legal age may be required when the prize is delivered.

FIFTH.- PARTICIPATION METHOD.

Being that the raffle is **FREE**, the following individuals may participate:

- a. Users who **have registered in the RGT platform and complete at least one stage of the virtual Mallorca 312**, between April 24 and May 31, 2021. **And users who completed the Mallorca 312 survey.**

This is a tutorial of how to register:
<https://www.rgtcycling.com/get-started/>

- b. Those who in addition to participating in the virtual Mallorca 312 race, **complete the brand survey** between April 15 and May 31 will enter in the premium raffle.
- c. Interested parties are exempt from paying the cost, rate and/or additional costs to participate in the raffle.
- d. Mallorca 312 carries out the raffle by using a computer application through which the reference number of the participants is randomly chosen, then the holder of said reference number is identified as the winner.

The procedure is then uploaded to social networks for supported purposes.

- e. Only participants who have registered for this event during the specified dates are applicable for the raffle and have paid for registration, in accordance with the registration conditions are entitled to the prizes since the participation of the raffle is free. In the event that participants do not meet said requirements and are awarded, the raffle will be repeated and the prize will be distributed to the new winner, as long as this participant meets these requirements.

SIXTH.- PRIZES.

a. There are 46 prizes for the Mallorca 312 raffle, provided by the official sponsors of the Mallorca 312 for those who complete at least one stage or complete the Mallorca 312 survey.

There will be 46 raffles, with one winner for each one.

b. There are 8 prizes provided by official sponsors of the Mallorca 312 and by 312 Bike & Tours for the raffle among the participants of the virtual Mallorca 312 who also complete the brand survey.

There will be 8 raffles, with one winner for each one.

SEVENTH.- COMMUNICATION WITH THE WINNER AND PUBLICATION OF THE WINNER'S DATA.

Winners will be announced between the following dates: June 1 and 15, 2021, and contacted by email to the address used to registered for the virtual Mallorca 312 race and/or the address provided to complete the brand survey.

Winners who participates in the RAFFLE, accept that their names and the prizes obtained may appear in the media used for the communication of the event in order to make public the information of the carried out raffle.

EIGHTH.- FILE AND ACCESS TO THE CONTRACT

According to Article 27 of the Law 34/2002, dated July 11, regarding services of the information society and electronic commerce, it is indicated that the document with the name of the winner of the Raffle will be filed.

For this reason, the winner must provide prior consent before the prize is awarded.

However, the winner will be informed personally and individually in due course.

NINTH- TECHNICAL MEANS OF IDENTIFICATION AND CORRECTION OF ERRORS.

Mallorca 312 makes the following methods available to the participants for the identification and correction of errors during the introduction of data:

1. Telephone number: 971635594
2. Email: registrations@milestoneseries.cc

TENTH.- LANGUAGE.

The contract must be formalized in any co-official language of the Balearic Islands in **Catalan** or **Spanish**.

Additionally, the formalization of the contract is allowed in **English** or **German**.

ELEVENTH.- CONDITIONS OF THE PRIZES.

Prizes cannot be exchanged for cash, or for any other prizes.

Prizes are non-transferable and can only be used by the winners of the raffle.

TWELVE.- DELIVERY OF THE PRIZES.

The prizes will be delivered to the winners, at the indicated address for their receipt, within **a maximum period of 60 days** from the date when the winners are notified.

The shipping costs are the responsibility of 312 Bike & Tours and the sponsors, without incurring any extra cost for participants.

THIRTEEN.- EXEMPTION OF LIABILITY.

Mallorca 312 is not responsible for the following aspects:

- a. The requirements and permits needed by the administrative authorities of any kind may be required in relation to the enjoyment of the prizes.
- b. Mallorca 312 is not responsible for the measures taken by these authorities against the winners if they fail to comply with such requirements, including taxes where applicable.
- c. Nor will it be responsible if the winners are not able to enjoy partially or in full the prizes due to force majeure.

FOURTEEN.- RESERVATIONS & LIMITATIONS.

- a. Winners who make fraudulent use of their participation will not be admitted. In order to participate, you must provide an active email address consulted frequently and/or a phone number. In the event that we cannot contact with the winners within a period of 3 calendar days, it will be understood that winners automatically decline the prizes and the prizes will then be awarded to the next winner.
- b. Mallorca 312 reserves the right to cancel this RAFFLE, suspend it or change any of its condition(s), if for technical reasons or for any other nature, cannot comply with the development of the Raffle as stated in the conditions.
- c. Furthermore, Mallorca 312 may award the prize to the second or third place winners, and so on, if irregularities are detected during the identification of the data of the winners.
- d. Mallorca 312 reserves the right to substitute the prizes set for this RAFFLE with others of equal or greater value.

- e. Workers and employees of the Mallorca 312 and/or its direct or indirect subsidiaries cannot participate in the RAFFLE, or those who have worked on the RAFFLE. If such circumstance occurs, Mallorca 312 will automatically discard these entries. In the event that any of these entries becomes a winning entry, no prizes will be awarded and Mallorca 312 will choose the next legal winner.
- f. Mallorca 312 is not responsible for the veracity of the data provided by the participants. Therefore, if the information provided is not correct or has errors, Mallorca 312 will not be responsible for contacting possible winners or manage the delivery of the prizes that are awarded.
- g. Mallorca 312 is not responsible for any other incidents that arise before, during and after the race.
- h. Any abusive or fraudulent use of these rules made by participants will lead to the automatic cancellation of these participants.

FIFTEEN.- PROTECTION OF PERSONAL DATA AND IMAGE RIGHTS.

- a. Under the terms provided in the L.O. 3/2018 regarding the Protection of Personal Data and the General Data Protection Regulation, you will be informed regarding the following points:
 - 1. The information requested in the registration form are essential for the participation of the promotion.
 - 2. **Responsibility:** Mallorca 312 is responsible for the personal information of the participants.
 - 3. **Treatment Purposes:** Said information will be processed for the management and control of this promotion and for statistical purposes. Interested parties consent to the treatment and transfer of their data under the indicated conditions.
 - 4. The information of participants will also be processed so they can be delivered by any means, including electronic, by phone, communication media and/or other media supports that it deems appropriate including services rendered by 312 Bike & Tours.
 - 5. **Recipients' information:** The information of the winners may be published on the brands' websites, social networks, communication media and other media and supports that are deemed appropriate. The personal data of the winners, necessary for the correct enjoyment of the prizes will be communicated to the providers thereof consenting to the corresponding international transfer of their personal information when said providers are located outside the Economic European Area.

6. **Authentication:** The legal basis for the processing of your information is provided by your own will to participate in this promotion, the corresponding contractual relationship, our legitimate interest in evaluating and promoting our products and services, as well as your consent to receive our communications by electronic means.
7. **Storage periods:** We will keep your information as long as it is necessary for the management of the promotion and, in any case, during the periods provided in the applicable legal provisions and during the time necessary to attend possible responsibilities arising from the treatment. The data processed for commercial purposes will be kept in force as long as its deletion is not requested.
8. **Your rights:** You have the right to obtain confirmation of whether or not we are treating your personal data, and if needed, to access it.
You can also request that your data be corrected if it is inaccurate or to complete data when it is incomplete, request its deletion when, among other reasons, the data is no longer necessary for the purposes for which it was collected.
You may request the limitation of the processing of your data in certain circumstances. In this case, we will only process the affected information for the formulation, exercise or defense of claims or to protect the rights of other individuals. You may also object to the processing of your data under certain conditions for reasons related to your particular situation. In this case, we will stop processing the data except for compelling legitimate reasons that prevail over your interests or rights and freedoms, or for the formulation, exercise or defense of such claims.
Likewise, you may request the portability of your data so that it is transmitted to another data controller under certain conditions.

You can revoke the consent that you have authorized for certain purposes, without affecting the legality of the treatment based on the consent prior to its withdrawal.

To oppose the receipt of our communications, or revoke your consent for this purpose, you may:

- Send an email to the following email address: registrations@milestoneseries.cc
- Utilize the link provided for this purpose in our newsletters.

You also have the **right to file a complaint with the data protection authority**. You may consult the list and contact details of the European data protection agencies on the European Commission website at http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

To exercise your rights you need to send a request accompanied by a copy of your national identity document, or any other valid document that properly identifies you by post or email, addressed to our Data Protection Delegate or by sending an email to registrations@milestoneseries.cc.

- b. Participants authorize and give their express consent for the use of advertising and commercial use of photographs of themselves for the purpose of the Organic Law 1/1982, dated May 5, regarding civil protection and the right to honor, the personal and family privacy and for the image itself. The consent given is free of charge, with worldwide scope and for an indefinite period of time. You have the right to revoke your authorization at any time without prejudice of obligation to indemnify, where appropriate, the damages caused, including justified expectations, in accordance with the provisions of Article 2.3 L.O. 1/1982.

SIXTEEN.- APPLICABLE LAW AND JURISDICTIONAL SUMISIÓN.

- a. The Mallorca 312 promotions are governed by current legislation in Spain, taking into account the following: Law 34/2002, of the Information Society Services and electronic commerce (LSSI); Royal Decree 439/2007, dated March 30, where the Personal Income Tax Regulation is approved for Personal Income Tax Regulation, Organic Law 3/2018, dated December 5, on the Protection of Personal Data and guarantee of digital rights; Legislative Royal Decree 1/1996, dated April 12, approving the revised text of the Intellectual Property Law; Organic Law 1/1982, dated May 5, regarding civil protection of the right of honor, personal and family privacy and individual's image; Royal Decree 1/2007, dated November 16, which approves the revised text of the General Law for the Defense of Consumers and participants and other applicable laws.
- b. Mallorca 312 reserves the right to take legal action against those who carry out any type of act that may be considered manipulation or falsification of the promotion.
- c. **TAX IMPLICATIONS:** The prize object of this promotion will be subject to the tax regulations in force, applicable at all times and

with the development provisions. Said applicable regulations may be subject to the aforementioned award of taxes, depending on the residence of the winners and the value of the prize, in any case, the fiscal cost will be fully assumed by the winners, as well as any tax obligations that may arise.

It is hereby stated that, in accordance with Spanish tax regulations, the prizes awarded for participation in this type of raffle, may be subject to withholding or deposited into an account to the extent that the value of such prize exceeds 300 Euros. Mallorca 312 may, as an essential requirement, when awarding the prize, demand from the winners the payment of the applicable withholdings. Winners are responsible for complying with any tax obligations due to the prize received, in accordance with the information contained in the certificate of withholdings and income on account of personal income tax that Mallorca 312 provides for these purposes upon express request.

SEVENTEEN.- ACCEPTANCE OF THE BASES.

Potential participants are informed that the simple fact of taking part in the RAFFLE implies full acceptance of these Legal Bases, insofar as it provides for all the conditions to which both parties, organizer and participants are subject to.

However, the limits established in the Royal Legislative Decree 1/2007, dated November 16, which approves the revised text of the General Law for the Defense of Consumers and participants and other applicable laws, will be taken into account.

In Artà, April 15, 2021.