



LEGAL TERMS AND CONDITIONS OF THE ERIC VÖKEL INSTAGRAM COMPETITION

ATELIER CAPITAL S.L.
C/ Vizcaya 9, 28045 (Madrid)
CIF B-64867781

The present terms and conditions apply to the **ERIC VÖKEL INSTAGRAM COMPETITION** which is run by the organisation ATELIER CAPITAL S.L., headquartered at C/Vizcaya 9, 28045 (Madrid), holding NIF number B-64867781 (hereafter referred to as ATELIER). They serve to outline the conditions of the competition and of participation in the same. The terms and conditions of this competition are available to users at <https://www.ericvokel.com>.

The ERIC VÖKEL INSTAGRAM COMPETITION is a promotional activity directed at all of the Eric Vökel Boutique Apartments guests that have stayed in any one of the apartments during the participation period and have posted a photograph displaying the lamp shape outlined in the promotion of the competition and have tagged and followed the (@ericvokel) Instagram account. All of the participants that meet the conditions will be offered the chance to win a free stay, within the limits outlined in these present terms and conditions.

The organisation of this competition will be governed by the following terms and conditions:

CLAUSE ONE.- Company in charge of the promotion.

ATELIER CAPITAL, S.L. headquartered at C/Vizcaya 9, 28045 (Madrid), holding NIF number B-64867781.

CLAUSE TWO.- Participation period.

The participation period will run from 1 March until 31 December 2019, inclusive of both dates. One winner per month will be selected from among all of the entries made between the first and the last day of each month.

CLAUSE THREE.- Eligibility.

3.1. Eligibility

The following individuals may participate in the present promotion: natural persons that are aged over 16 and of any residence and/or nationality, and that have accepted the present bases and each and every one of their terms and conditions, including the privacy policy, and that have stayed in the ERIC VÖKEL apartments during the participation period.

3.2. Exceptions

The following individuals may not participate in the present promotion: the employees and family members (to the first degree of consanguinity) of ATELIER and any of its affiliated companies, advertising agencies or marketing agencies linked to the promotion, as well as all of the companies involved in the organisation of the competition.



CLAUSE FOUR.- Description of the prizes.

The individuals that are chosen in accordance with the structure of the competition will receive the stay that they have enjoyed at Eric Vökel Boutique Apartments free of charge, with a limit of €600 per winner and in every case up to a maximum of 3 nights.

Stays which exceed 3 nights or the sum of €600 will be free of charge up to the aforementioned limit, with the remaining value of the reservation being payable by the client. In addition to the free accommodation, the scope of the promotion also includes breakfast up to the maximum number of nights as described in the previous paragraph.

CLAUSE FIVE.- Participation and structure.

The means of participation and the structure of the competition will be as follows:

1. Participation in the competition is entirely voluntary and is free of charge, with the exception of costs arising from commissions linked to bank transfers, costs arising from connection to the internet and other supplementary charges, and the cost of the stay in the apartment, with this stay being necessary for participation in the competition.
2. Only photographs which meet the criteria of containing the shape of the lamp designed by Eric Vökel and which follow the (@ericvokel) Instagram account, tag @ericvokel and display the location of the Eric Vökel building will be accepted. Any content deemed to be inadequate, inappropriate, offensive, sexist, racist or violent or in violation of the fundamental rights of individuals will be excluded from the competition.
3. Each participant must have an open profile on Instagram which is publicly available and in compliance with the Instagram conditions.
4. Each participant may upload as many photographs as they wish throughout the competition period. However, the number of these photos will not be taken into consideration, only the quality and interest of each photo on an individual basis. Videos will not be accepted.
5. The winners will be chosen based on the following criteria:
 - The photo entries that meet the requirements of the competition will be chosen for the subsequent selection of the winners.
 - A panel for Eric Vökel will evaluate the quality of the images and the style and personality that the photos convey, and will then select the winner of the prize.
 - The panel's decision is final and may only be revoked in the event that it is found that the winners have failed to comply with the provisions of the present terms and conditions.
 - One single winning photograph will be chosen every month.
 - The winner will be announced through the publication of the name of their Instagram profile plus their winning photograph on the @ericvokel Instagram account.
6. ATELIER will contact the winner that is chosen in the first 10 days of the month following the competition participation month, and this winner will be informed that they have been awarded their stay for free, subject to the limits and conditions outlined in the present terms and conditions.



7. In the event that ATELIER is not able to contact either the winner of the competition or either of the two (2) runners-up that will be chosen based on the same selection criteria, ATELIER reserves the right to award the prize to another participant that has fulfilled all of the conditions for participation. The panel reserves the right to declare the prize null and void if it considers that the participating images are not of a high enough quality.

CLAUSE SIX.- Terms and conditions of the prizes.

The prizes in this present competition are personal and non-transferable, and under no circumstances may they be the object of trade or compensation of economic or any other kind. The prize may not be exchanged for its cash value.

CLAUSE SEVEN.- Taxation of the prizes.

The present promotion will be subject to the application of all of the appropriate tax dispositions, as per legislation in force at any given time. In accordance with Royal Decree 439/2007 of 30 March, which approves the current Regulations on Personal Income Tax (*'Impuesto sobre la Renta de las Personas Físicas'* or 'IRPF' in Spanish), ATELIER will take responsibility for the management of the corresponding IRPF payment or deduction.

Participants are advised that prizes awarded for participation in games, competitions, raffles or random number draws linked to the sale or promotion of goods or services are subject to the deduction or payment of IRPF whenever the value of the prize is greater than €300. The value of the prizes that ATELIER expects to distribute on a monthly basis is up to €600 (not including VAT) per month.

Upon acceptance of the prize, the winner must provide their personal details so that the aforementioned payments or deductions can be made. They must also sign a written statement confirming their acceptance of the prize and provide a photocopy of their national identity document or an identity document which is valid in Spain. It is essential that the winners provide their personal and fiscal information.

CLAUSE EIGHT.- Image and intellectual property rights.

Participants assume responsibility for the authorship and originality of the images that they send and they surrender, free of charge, the rights to the reproduction and communication of their photographs, in order for the organiser to use these photographs in any of the channels required for the purposes of communication and dissemination. This includes the surrender of all of the rights to the reproduction, transformation, distribution and public communication of the film or images captured, without limits in time or territory.

Participants must uphold the image rights of the individuals that appear in the photographs, without infringing the rights of third parties, and assuming sole responsibility for the events that may arise from this. The organiser cannot be held liable for any responsibility to this effect.

The winners give their express permission for ATELIER to publish their name, surname(s) and image on the www.ericvokel.com website and on the @ericvokel Instagram account, as well as in any other advertising and promotional activity related to the competition, without this usage providing the winners with the right to remuneration or benefit of any kind, with the exception of the prize awarded.



CLAUSE NINE.- Rights reserved.

ATELIER reserves the right to remove from the competitor list any individuals that are misusing the competition, committing fraudulent acts or undermining other participants. Furthermore, ATELIER reserves the right to make modifications or add subsequent annexes to the structure and prizes of the present competition, so long as these are justifiable and not to the detriment of participants, and are duly communicated to these participants.

In the event that it is not possible to run this competition, whether as a result of detected fraud, technical errors or any other reason which is outside of the control of ATELIER and which impacts upon the normal course of this competition, ATELIER reserves the right to cancel, modify or suspend the competition, without being held responsible in any way by the participants.

CLAUSE TEN.- Other observations.

The claims period ends once 15 calendar days have elapsed since the completion of the competition.

CLAUSE ELEVEN.- Privacy policy and data protection.

Personal data provided by the winners will not be incorporated into any files, and will be used for the sole purpose of managing the delivery of prizes.

Without prejudice to the foregoing, given that the participants in the competition have been (or are) clients of ATELIER, the former have already accepted the privacy and data protection policy upon registration at our apartments, and this will not be modified or altered in any way by participation in the present competition.

CLAUSE TWELVE.- Applicable legislation.

The present promotion is governed by current Spanish legislation.

CLAUSE THIRTEEN.- Acceptance of the terms and conditions and jurisdiction.

Participation in the competition implies the complete acceptance of the present terms and conditions and the express submission to the interpretative rulings made by ATELIER upon the same, in addition to the fulfilment of the Instagram conditions.

ATELIER reserves the right to modify the terms and conditions of the competition, in whole or in part, at any time. In the event that any modification takes place, this will be communicated to participants through the website www.ericvokel.com. The winner may be asked to present a written document accepting all of the terms and conditions of the competition.

Any conflicts that may arise from the application of the present terms and conditions will be resolved by the Courts and Tribunals of the city of Barcelona. In the same way, in the event of there being a discrepancy between the participants and the interpretation of the present terms and conditions on the part of ATELIER, the Courts and Tribunals of the city of Barcelona shall be competent to address any disputes that may arise if no other jurisdiction corresponds in accordance with consumer standards.