

## **Amare Video App Competition Legal Terms and Conditions**

### **Subject, Dates and Scope**

FUERTEGROUP, S.L., through its website <http://fuertehoteles.com/en/amare-club/amare-video-app/> will be running a competition known as #AmareVideoApp, in which all users over 18 years of age will be able to participate, from 01/09/15 until 31/12/15 (inclusive)

### **Name of the promotion**

Fuerte Hoteles FUERTEGROUP, S.L. will give away a two night bed and breakfast stay for two people at Fuerte Miramar, until the 31st of December 2016, always subject to availability, through their #AmareVideoApp competition.

### **Description and mechanics of the promotion**

In order to participate in the promotion, any interested users must download the AmareVideoApp for IOS and film a movie of their favourite moments at Fuerte Miramar. Once complete, all they have to do is **post it to Facebook or Twitter** mentioning @fuertehoteles and with the hashtag #AmareVideoApp, or send it by email to [amarevideoapp@gmail.com](mailto:amarevideoapp@gmail.com).

A winner will be selected at random from among all competition entrants, with two people in reserve in the event that the first winner cannot be contacted. If none of the chosen winners reply within a period of 48 hours, the prize will be declared void.

Contact will be made with the winner by sending them all the information they need to enjoy their prize, and this will be made public on Fuerte Hoteles' Facebook page.

### **Promotion location and duration**

This competition shall only be valid in Spanish territory, from 01/09/15 to 31/12/15, both inclusive. The name of the final winner of the competition will be published on 05/01/16

### **Prize**

The organiser of this competition, FUERTEGROUP, S.L. will make contact with the winner by telephone, using the number stated by them when participating, on 04 January 2016 or later, for the purpose of informing them that they have won the prize and to give them instructions on how to claim it. The winner must reply to FUERTEGROUP, S.L. to confirm their prize, within 2 calendar days counted from the day following receipt of the communication from FUERTEGROUP, S.L.

If the winner does not answer within the indicated period for accepting the prize, if they do not meet all or any of the regulations of this competitions, or cannot or does not wish to enjoy the prize, they will be disqualified.

The prize will neither be exchanged for its cash value nor any other prize.

### **Personal data production.**

The participants hereby give their authorisation for any personal data that they provide to be incorporated into a file for which FUERTEGROUP, S.L. is responsible. This data will be used to manage this promotional competition, to contact the winners, deliver the prize and to send subsequent communications from FUERTEGROUP, S.L to participants. These data will be treated confidentially in compliance with Organic Law 15/1999, on Personal Data Protection (LOPD) and its secondary legislation. Participants guarantee and are responsible for the truthfulness, preciseness, validity and authenticity of their personal information.

The holder of the data may exercise their rights to access, rectification and cancellation by sending a written request, attaching a copy of their Spanish National ID Document or identification document, to the following address: FUERTEGROUP, S.L., indicating "Ref. Data Protection" on the envelope.

### **Control and security regulations.**

FUERTEGROUP, S.L. reserves the right to take any measures that may be appropriate to avoid any conduct suspected by FUERTEGROUP, S.L. to involve any attempt to defraud this promotion, or to have

the purpose or effect of failing to comply with its rules to the prejudice of other participants; the first immediate consequence of such conduct will be the disqualification of the participant and the loss of all rights to the prize that they may eventually have won. It is prohibited to create or own more than one Facebook profile. FUERTEGROUP, S.L. reserves the right to void, exclude, remove or not take into account in the prize draw any profiles that they suspect to be involved in any attempt at fraudulent participation, including, but not limited to, attempts by a single person to register more than one Facebook user profile, the creation of fake profiles or identity theft. Similarly, FUERTEGROUP, S.L. reserves the right to make the company responsible for the Facebook platform aware of any suspicions in this regard, so that they may take any corresponding measures. Similarly, FUERTEGROUP, S.L. reserves the right to take any legal action that may be open to them. FUERTEGROUP, S.L. reserves the right to disqualify and exclude from the competition prize/draw any entry sent by users, when deemed appropriate. FUERTEGROUP, S.L. reserves the right to exclude any entries that contain pornographic or sexually explicit elements.

#### **Limitation of liability.**

- FUERTEGROUP, S.L. is not responsible for Internet interruptions or failures of the website [www.facebook.com/HotelesFuerte](http://www.facebook.com/HotelesFuerte), the cable network or electronic communications networks, software or hardware failures or possible errors when entering and/or processing entries, prizes or personal data. In the event of the occurrence of problems or incidents of this type, FUERTEGROUP, S.L. will do everything in their power to correct them as soon as possible, but cannot assume any liability in this regard.
- FUERTEGROUP, S.L. shall not be liable in any way for any type of damage or injury that, despite the security measures that have been adopted, may be caused by the undue use of services and content by users, including but not limited to damage and injuries that may be caused by the theft of a third party's identity by a user.

#### **Other rules of the promotion**

- The mere participation in this competition implies the acceptance of these conditions in their entirety, as well as the interpretative criteria of FUERTEGROUP, S.L. regarding the resolution of any issues arising from this competition; therefore, any statement by the participant in the sense of not accepting these conditions will imply their exclusion and, in consequence thereof, FUERTEGROUP, S.L. shall be released from meeting any obligations contracted with them.
- FUERTEGROUP, S.L. reserves the right to make changes to the mechanics or functioning of this promotion at any time, and/or to terminate it early if necessary for just cause, without this leading to any liability whatsoever. Nevertheless, due notification will be given of these changes on the competition's website [www.facebook.com/HotelesFuerte](http://www.facebook.com/HotelesFuerte), and in other media if applicable. FUERTEGROUP, S.L. will make every effort to ensure that no change puts any participants at a disadvantage when compared to others.
- By participating in this promotion, you acknowledge and accept that intellectual property rights over any materials involved in this promotion are held by FUERTEGROUP, S.L. The unauthorised reproduction, distribution or transformation of any advertising or promotional material constitutes a violation of the holder's intellectual property rights.

#### **The following people may not participate in this promotion:**

- Shareholders, directors and employees of FUERTEGROUP, S.L.
- Spouses, children, parents and any other people living at the expense of the persons mentioned in the previous item.
- Any person who has participated in the preparation of this promotion in any role.

#### **Interpretation of the conditions and conflict resolution**

The interpretation of these conditions, and violation thereof, will be governed by Spanish legislation. Any controversy arising from the interpretation or compliance with these conditions shall be ruled upon by the courts and tribunals of the city of Málaga.