

## **Terms and Conditions: “Catch the Kettlebell 2020-2021 Application”**

So as to engage their community, Holmes Place Group (from now on “Holmes Place” or the “Organizer”) is composed by: HP Health Clubs Iberia S.A.U., with NIF A-84373919, and social address located in Rambla Catalunya, 53 4ºH, 08007 Barcelona, Spain; Club Polideportivo Europolis, S.L.U. With NIF B-60851219 and social address in Sardenya Street, 549-553, 08024 Barcelona, Spain; Complejo Deportivo Les Corts, S.L. with NIF B-60011137 and with social address in Travessera de les Corts, 252-254, 08014 Barcelona, Spain; and Holmes Place Active Spain S.A.U., with NIF A-82345224, and social address in Rambla Catalunya, 53 4ºH, 08007 Barcelona, Spain; organizes a competition through the application "Catch the golden Kettlebell" (from now on mentioned as “APP”), in their website and which will be online from December the 14th, 2020, until January the 10th, 2021.

### **1. Area of application**

#### *1.1 Subjective*

All participants aged 16 y.o. and above would be able to enter the competition. They should legally live in Spain, and they should do the activities which are detailed to enter this competition. Each participant can only register once. Entry is both open to Holmes Place Spain members and non-members.

It is excluded to enter the competition: all Holmes Place staff, its relatives and people or staff from companies that collaborate with this present competition.

#### *1.2 Time and territory*

APP Entries will begin at the APP on December the 14th, 2020, and they will end up on Sunday January the 10th, 2021, at 23:59 h (UTC, Madrid).

Holmes Place reserves its right to cancel the competition in advance, modify or elongate it in the time..

The territory area of the competition is Spanish territory.

### **2. Prizes**

In total it will be given as much prizes as winners would catch the Kettlebell in the APP. Prize won't be changeable by its monetary value, and it won't be substituted by another prize, it can't be commercialized or given to third party. Prizes detail is as follows:

Holmes Place members' prizes:

- One day invite + Free joining fee for a friend.
- Personal Training Service Trial.
- Holmes Place product Kit for free.

Holmes Place non-members' prizes:

- 2 days free pass invite for 2 people.
- Free joining fee.
- Holmes Place product for free.

The prize is personal and non untransferable, and it should be received physically in Club. Each person can only get one prize.

Prizes between Holmes Place members and non-members may differ from one another. We define non-members as all people who haven't visited Holmes Place Club in the last 3 months and which doesn't have a contract in place, with any of the Holmes Place Group Societies.

### **3. Promotional Mechanics**

So as to entry the competition, it is required:

- 1) Enter in the APP, from provided access or from [holmesplace.es](https://holmesplace.es) website.
- 2) Participant will choose its gift by clicking on the golden Kettlebells. Some of the kettlebells have associated prizes, other not. Each participant has, a maximum of 3 trials to find a prize. If you find a kettlebell without prize, this trial does not count, so you would be able to keep playing.
- 3) If the participant choose a kettlebell with prize, he would be able to decide whether to accept the price or keep playing. If the participant decides not to accept the prize, he will be one of the three chances which are available. If the participant still has other chances to use, he will be able to keep playing, if on the contrary, he will be eliminated. It is not possible to change the prize once the prize is chosen.
- 4) If the participant chooses a prize, he will be asked a question with multiple choice answer that he will need to reply with the right option. If the reply is wrong, the participant loses its prize and one of his available chances. If he still has available chances he will be able to keep playing.
- 5) If the reply is right, the participant will receive its prize. The app finishes in that moment, and the participant should leave their data because he will receive an email with a voucher at his provided email address. Each participant could only participate once, not depending on the number of available trials he has.

### **4. Communication and Prizes Delivery**

Winners should need to register their personal data when they accept the prize, and then the app will finish at that moment.

With their data, the participant will receive an email with the prize voucher at the email address he might have provided. Each participant only can participate once, not depending on the number of available trials he has.

The price is personal and untrasferable and it should be collected physically in Club. Each person can only receive one prize.

### **5. Personal Data Protection**

Once proceeding, the participant accepts that Holmes Place Group uses its personal data as per Holmes Place Group Privacy Conditions. Data will be used to personalize and improve its experience in our digital platforms, give the products and services he ask for, and use it for Market Studies and Profiling. If the participant does not want to receive further noticies or communication, he needs to send an email to [dataprotection\\_es@holmesplace.com](mailto:dataprotection_es@holmesplace.com), asking for the delete of his personal data in our database.

More information about terms and conditions is available at: <https://www.holmesplace.com/es/es/privacy-center>

All personal data might be give to the following third parties: Public Administrations so as to accomplish legal obligations, electronic communication suppliers, ofimatics, hosting, housing, IT maintenance, accounting, auditing, assessment, legal represantion, amongst others, and to the company or companies which are delivering the prize. All these parties might be based in the United States and adhered to the Privacy Shield - Decision (UE) 2016/1250 from Comission, Julio the 12th, 2016.

## **6. Fiscal Retention**

In accordance with the regulations of the Personal Income Tax, the prize awarded for the participation in the competition, contests, raffles or random combinations linked to the sale or promotion of goods or services, are subject to withholding or deposit on account always that the value of the prize is greater than 300 euros. In this sense, it is reported that the value of any of the prizes in this promotion is less than 300 euros

## **7. General**

1. Participation in this promotion implies knowledge and acceptance of these rules and the criteria of Holmes Place for the resolution of any incident.
2. Participation in this promotion is free, at no cost to the participant, except those inherent to the use of the Internet.
3. Holmes Place reserves the right to make any change, suspend or cancel or extend this promotion provided there is a justifying cause, including failure to comply with the levels of participation provided at the time of preparing the promotion campaign, without implying a duty of compensation of any kind.
4. Holmes Place reserves the right to leave out of this promotion those participants, and where appropriate winners, who make an abusive or fraudulent use of these bases, provide false or untrue data, or in general, who do not comply with any of the conditions established here or do not accept its content. In the event of disqualification of participants, the company reserves the right to declare their prize void.
5. Present terms and conditions will be accessible through the APP.

## **8. Holmes Place Limitation of Liability**

Holmes Place is not responsible for the following acts:

- 1- For the damages that the realization of the proposed Challenge may cause.
- 2- For the use of the gift that the winners can make.
- 3- For failures or incidents in telecommunication systems, which prevent access or operate normally through Instagram.

## **9. Applicable Legislation and Jurisdiction**

The interpretation and compliance with these legal bases will be governed by Spanish legislation and any controversy that, resulting from the interpretation or compliance with it, will be submitted to the Courts and Tribunals of the city of Barcelona, or that jurisdiction that may correspond to reason for the mandatory legislation applicable to the case.