



**CONTEST RULES NISSAN & UEFA (UNION OF EUROPEAN FOOTBALL ASSOCIATIONS) CHAMPIONS LEAGUE FINAL TICKETS**

**FROM MAY 14TH, 2019 TO MAY 16TH, 2019**

<https://www.nissan.co.uk/experience-nissan/partnerships/uclf-contest-2019.html>

**NISSAN INTERNATIONAL SA**, a company, whose registered office is located Zone d'Activités La Pièce 12, 1180 Rolle, Switzerland ("**Nissan**") is organising a prize draw (as further described below) without obligation to purchase from May 14<sup>th</sup>, 2019 to May 16<sup>th</sup>, 2019 at 23h59:59 CEST ("**the Prize Draw**").

**ARTICLE 1 - Participation**

1.1 This Prize Draw is open to any person(i) aged at least 18 years, residing in metropolitan France, United Kingdom (excluding Channel Islands and Scottish Highlands), Germany, Italy, Spain and the Netherlands (excluding the staff of the organising companies, their affiliated companies and their families and any person who participated in the development of the Prize Draw), **and** (ii) who meet the below criteria (each, a "**Participant**").

The Participants must be:

- Nissan customers (who own or lease a Nissan vehicle) and who will have received a newsletter from Nissan giving them the opportunity to participate in the Prize Draw ("**Profile**");

1.2 This Prize Draw is accessible on the site: <https://www.nissan.co.uk/experience-nissan/partnerships/uclf-contest-2019.html> of the landing page provided for this purpose ("**Site**").



## **ARTICLE 2 - Entry procedures and determination of Winners**

2.1 By accessing the Site, the Participant is invited to register for the Prize Draw by entering their title, first and last name and e-mail address.

Any Participant who engages in any fraudulent behaviour at any stage of their participation will be eliminated. It is specified, where necessary, that only one (1) maximum participation per household (same last name, same postal address) is allowed. Participants may not use Prize Draw forums to promote their chances of winning (for example, by receiving a number of votes from other members of the Prize Draw forum to which they are affiliated) and or/ by offering compensation for the participation of a third party.

Also, Nissan reserves the right to exclude any Participant who does not engage in the Prize Draw in a spirit of fairness.

### 2.2 Winner selection process

It is specified that Nissan will select eight (8) Winners according to the type of Profile as detailed below.

“**Winner**” designates a Participant that qualifies as Profile **and** has won a Prize as described in article 3 (Description of the prizes) of these Rules:

Each Participant will be assigned a number based on the order of participation to the Prize Draw.

8 Winners will be randomly selected via draw using an online number generator: <https://www.random.org/terms/>

### 2.3 Winners notification

The Winner(s) will be informed on May 17<sup>th</sup>, 2019 to the email address which they have used to participate, and must, before May 20<sup>th</sup>, 2019, specify the following information necessary to award the prizes: surname, first name, age, postal address (N°, street, postal code, city), telephone number and valid email address, and scan of their photo ID (which may include their valid driving licence or passport).

In the absence of a reply within the aforementioned period, the Winners will be considered as having renounced their Prizes and an alternative winner will be selected by Nissan following the same process set out above.



## 2.4 Winners proof of identity

Winners must provide proof of age before receiving their Prize (as defined below in article 3) by giving a copy of their ID card (both sides) **OR** a copy of a valid passport. Nissan reserves the right to carry out any check of the identity of the Participant and if the above conditions are not met, select an alternative winner if the initial winner is unable to provide sufficient proof of such identification.

### **ARTICLE 3 - Description of the prizes**

Each of the 8 Winners will receive a trip for 2 guests (1 winner + 1 guest of his/her choice) to the UEFA Champions League Final in Madrid on the 1<sup>st</sup> of June 2019 (a “Prize”)

Each Prize includes:

- 2 tickets for the UEFA Champions League Final
- Round trip to Madrid for 2 people
- Accommodation in Madrid for 2 people, and
- Access to UEFA festival, Nissan’s welcome party and Hub Venues for 2 people.

For clarification purposes, Prizes do not contain (and Winners cannot claim) any items other than the abovementioned items. The Prizes awarded are personal to the Winner and non-transferable. They may not be exchanged, in whole or in part, or any consideration, even in part, in cash or in any other form.

Nissan reserves the right to replace the Prizes put into play by other Prizes of equal or greater value if the circumstances so require, without any liability to the Participants.

### **ARTICLE 4 – Exclusions**

Bulk entries made from trade, consumer groups or third parties will not be accepted.

Nissan reserves the right, without any liability towards the Participants, which the Participants accept, not to award an endowment to any Winner whose public statements, made in particular but not exclusively on social networks, would be contrary to public policy and morality and in particular (i) constituting incitement of crimes or offences, discrimination, hatred or violence, on grounds of race, religion, gender or sexual orientation, ethnic group, etc., as well as any comments relating to prohibited objects and/or works, (ii) messages of a defamatory, abusive, violent or contrary to the laws in force, messages on tobacco, alcohol and drugs that do not comply with the legal



provisions in force, (iii) messages encouraging the consumption of prohibited substances, suicide, or any dangerous behaviour, and/or (iv) messages infringing the rights and the security of persons and property in violation of the privacy of correspondence, or containing nude scenes.

Further, Nissan reserves the right, without any liability towards the Participants, which the Participants accept, not to allocate the Prize to any winner whose public comments could, directly or indirectly, harm the image of Nissan, its products and/or services or its brands.

If Nissan is alerted by any means whatsoever about such remarks, it may freely withdraw the participation of the Participant in question and refuse that they are designated as a Winner and refuse to hand over the Prize to them (in this case, the Prize will be awarded to an alternative winner chosen in accordance with the process set out in article 2.2).

In addition, if one of the Winners is banned from the Metropolitan Stadium, has been banned from any sporting event or appears on an official list of “hooligans”, no Prize will be awarded to them and an alternative winner will be selected.

## **ARTICLE 5 – Additional Prize details and conditions**

General conditions:

- a) The Winner may be required to provide proof of age and identity and any documentation as reasonably required to validate their eligibility to claim the Prize;
- b) The Winner will be expected to comply with these terms and any third-party terms and conditions that form part of the Prize (e.g. the terms of any third party providers involved in the Prize such as the airline, hotel and / or taxi company). Failure to comply with these terms may result in the Winner being asked to forfeit the Prize at their own cost;
- c) UEFA Champions League Tickets Standard Terms and Conditions apply;
- d) The Winner must be able to attend the match and must arrive at such time before the match as is advised by Nissan;
- e) The Winner and their guests must behave in an appropriate manner at all times throughout and must follow the instructions of the UEFA representative;
- f) Appropriate behaviour is expected towards UEFA’s officials and team representatives (players, coaching staff, etc.) from both the Winner and their guest;
- g) Players and team staff may not be asked for photographs and/or autographs;
- h) Entry to the stadium is subject to the conditions on entry for fans on the match date – Winner and their guest are responsible for complying with all such conditions;



- i) The Winner and his guest may be required to sign a legal waiver, confidentiality undertaking, assignment of rights and disclaimer of liability as a condition of accepting and partaking in the Prize (or, such other documents as Nissan may specify).

#### Flight, Airline and Hotel:

- a) The Prize includes 2 x return economy flights from the Winners' nearest international airport to Madrid;
- b) Airline seats are subject to availability;
- c) Flights will depart from the winners' local international airport and flights will arrive in Madrid only;
- d) Flights must be booked by Nissan's designated travel agency;
- e) Tickets are non-refundable and non-transferable;
- f) The Winners and their guest must abide by and are subject to the Airline's published Conditions of Carriage;
- g) Once tickets have been issued, they are only valid for flights, dates and times shown. Name changes to the flight seats once confirmed are not permitted;
- h) Return transfers from the airport in Madrid to the hotel and from the hotel in Madrid to the Metropolitano Stadium on the day of the Match are included;
- i) Return transfers from the Winner's and guest's home to the nearest international airport are **not** included;
- j) Flight extras are **not** included in the prize (flight extras include, but are not limited to, on-board meals and drinks);
- k) If a flight or hotel booking is cancelled by the Winner, no alternative tickets will be issued (and, for the avoidance of doubt, no compensation and/or refund will be provided);
- l) Lounge passes and upgrades are not permitted;
- m) The Winners and their guests will require a passport valid for at least 6 months on date of travel;
- n) Any necessary visas or travel insurance are the responsibility of the Winner and their guest;
- o) The Winners and their guests must travel together in both directions;
- p) The Prize also includes a two-night stay in a twin room at a minimum three-star hotel room only (to be confirmed nearer the date);
- q) The Winner is solely responsible for any additional charges incurred at the hotel during their stay, including, without limitation, costs of meals and drinks and additional nights and services;
- r) A valid credit or debit card may be required to check in to the room and will be used to guarantee any incidentals such as in-room calls or services;



- s) All elements of the Prize package must be taken as part of the same trip;
- t) For the avoidance of doubt, the Prize does not include excess baggage, souvenirs, gratuities, car parking charges, meals and drinks, additional excursions and attractions, additional night's stay or any other costs of a personal nature that are not explicitly set out in these terms and conditions (including spending money) and neither Nissan nor any provider of any part of the Prize will be responsible for any such costs.
- u) Any other costs not outlined above which are incidental to the fulfilment of the Prize shall remain the responsibility of the Winner.

### **ARTICLE 6 - Limitation of liability**

Nissan's liability is strictly limited to the delivery of the Prizes actually and validly won.

Insofar permitted by applicable law, the Prize Draw, the Prize(s) and any ancillary items or services are provided on "as-available" and "as-is" basis, without any warranty of any kind.

In particular, Nissan declines any and all responsibility for any incidents and/or damages of any nature that may occur as a result of the use of the Prizes awarded and whatever the cause, which the Winner(s) expressly acknowledge.

The above provisions apply to the fullest extent permissible by law, save that nothing in these Rules shall exclude or limit Nissan's liability for: (i) fraud or fraudulent misrepresentation; (ii) death or personal injury caused by negligence; or (iii) any other type of liability which may not be lawfully excluded or limited.

### **ARTICLE 7 - Internet network**

Nissan reminds the Participants of the characteristics and limits of the Internet networks and declines any and all liability related to the consequences of the connection of the Participants to these networks.

More particularly, Nissan shall not be held liable for any damage, material or immaterial, caused to the Participants, their computer and telephone equipment and the data stored therein, and the consequences that may result from this on their personal, professional or commercial activity.

Nissan makes reasonable efforts to offer Participants available and verified information and/or tools, but cannot be held liable for errors (incorrect e-mails entry, including any



messages which reach the Winners' spam or junk mail etc.), lack of availability of information and/or the presence of viruses on its Site, any malfunction of the Internet networks that prevents the Prize Draw from running smoothly, interruptions, data transmission delays, computer, telephone, modem, Participant's telephone line, servers, Internet access providers, computer equipment, software; the loss of any electronic mail and, more generally, the loss of any data, the consequences of any virus, computer bug, anomaly, technical failure, any damage caused to a Participant's computer, any technical, hardware and software failure of any kind, having prevented or limited the possibility of participating in the Prize Draw or having damaged a Participant's system. It is the responsibility of each Participant to take all appropriate measures to protect its own data and/or software stored on its computer and telephone equipment against any breach.

The connection of any person to the Site, and participation in the Prize Draw is under their sole responsibility.

Any attempt by a Participant or any other person to deliberately damage the Sites hosting the Prize Draw, or to affect the proper conduct of the operation, is contrary to the law and may constitute a criminal offence.

If for any reason whatsoever the Site hosting the Prize Draw shows malfunctions resulting in particular from a computer virus, bugs, alteration, unauthorized intervention, fraud, technical anomalies or any other cause beyond the control of Nissan or more generally in the event of actions by a Participant or any other person that would affect the administration, the security, fairness, integrity or proper conduct of the Prize Draw, Nissan reserves the right to disqualify any person who interferes with the conduct of the operation, to temporarily or definitively, totally or partially block the possibility given to them to participate in the Prize Draw and, if necessary, reserve the right to take legal action against them.

It is strictly prohibited, by any means whatsoever, to modify or attempt to modify the devices of the Prize Draw and it is strictly prohibited to participate in the Prize Draw via successive or concurrent automatic connections made from one or more fixed or floating IP addresses.

### **ARTICLE 8 - Image rights**

The Winner(s) authorize free of charge Nissan to reproduce and use their fixed and/or animated image, including their voice, in a mini film and/or photos for the purpose of promoting the experience that Nissan offers to its customers and partner's customers, including the Prizes they can win through Prize Draw on the Internet, and if applicable in





the press (paper and/or digital), on all media known to date or future, for the World, for the duration of the Prize Draw and for a period of one (1) year thereafter.

### **ARTICLE 9 - Intellectual Property**

The reproduction, representation or exploitation of all or part of the elements composing the Prize Draw, including these Rules, is strictly prohibited.

All trademarks, logos, texts, images, videos and other distinctive signs reproduced in the context of the Prize Draw are the exclusive property of their owners. Any reproduction (whether total or partial), without the prior consent of their owners/rights holders, shall constitute an infringement punishable by criminal sanctions.

### **ARTICLE 10 – Availability of the Rules**

Throughout the duration of the Prize Draw, these Rules may be consulted on the Site <https://www.nissan.co.uk/experience-nissan/partnerships/ucf-contest-2019.html>

No other request, oral or written, concerning the Prize Draw will be answered.

### **ARTICLE 11 - Acceptance and application of these Rules**

Any participation in the Prize Draw implies the full and unreserved acceptance of these Rules.

Any participation in the Prize Draw that is in any way contrary to any of the provisions of these Rules will be considered null and void and will not entitle you to any winnings.

Nissan reserves the right to cancel all or part of the Prize Draw if it appears that fraud has occurred in any form whatsoever, in particular by computer in connection with participation in the Prize Draw or the determination of the Winner. In this case, it reserves the right not to allocate the grant and/or to prosecute the perpetrators of these frauds before the competent courts.

### **ARTICLE 12 - Amendments**

Insofar permitted under applicable law, Nissan reserves the right, without incurring any liability, to shorten, postpone, modify, extend, or cancel the Prize Draw, its Rules and Prizes, if exceptional circumstances occur beyond its reasonable control.





Nissan shall not be held liable in the event of the occurrence of an event of force majeure as recognised by the applicable laws.

### **ARTICLE 13 - Personal data**

The personal data collected in the participation form are processed by Nissan in accordance with the applicable data protection legislation and in particular the General Regulation for the Protection of Personal Data 2016/679 of 27 April 2016 (together, “**Privacy Laws**”).

This personal data includes: title, first name, surname, email address, and for any Winners their age, postal address, telephone number and any other information included within their passport and / or ID card or otherwise provided to Nissan.

The personal data collected are mandatory to allow participation in the Prize Draw (to the exclusion of any other purposes). They are intended for Nissan to manage the Winner and award the Prize. They may be communicated for the same purposes, which the Participants acknowledge, to the subcontractors and suppliers of Nissan used to organise the Prize Draw, as well as to meet legal and regulatory obligations.

In accordance with the Privacy Laws, they will be kept only for the duration of the Prize Draw and for the sole purpose administering the Prize Draw. Personal data will not be used for subsequent commercial solicitations by Nissan unless the Participants have expressly given their prior consent to this effect. They will not be sold or transferred to third parties in any way whatsoever.

Further, Nissan (and its subcontractors and suppliers) will take all appropriate security measures to protect personal data processed as part of the Prize Draw against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

Participants have the right to access, rectify and delete data concerning them upon written request to Nissan’s Data Protection Officer [dpo@nissan-europe.com](mailto:dpo@nissan-europe.com). Participants also have a right to request restriction of the processing of their personal data or to object to such processing as well as the right to the portability of their data or to make a complaint to the Information Commissioner’s Office (though if a Participant does have a concern, please email Nissan first so Nissan can try to resolve it), the supervisory authority in the event of a dispute with Nissan concerning the processing of their personal data.



Each Participant acknowledges that unless Nissan is advised otherwise, if they win a Prize, their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any Participant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Nissan at [dpo@nissan-europe.com](mailto:dpo@nissan-europe.com). In these circumstances, the Participant acknowledges that Nissan may nevertheless disclose such information in full to the UK Advertising Standards Authority if required to do so. To request disclosure of the Winners' details, enquirers must submit a request by email to [nissancontest@publicis.com](mailto:nissancontest@publicis.com) by May 31<sup>st</sup> 2019 Details will only be disclosed (if permitted by law) after all Prizes have been validly claimed.

#### **ARTICLE 14 - Applicable law and jurisdiction**

These Rules, the Prize Draw and the Prizes are subject to the laws of the country of residence of the Participant (i.e. the laws of England and Wales).

In the event of a dispute or complaint, for any reason whatsoever, the requests must be sent to Nissan within two (2) months after the end of the Prize Draw (date as postmark).

Any dispute arising from, these Rules, the Prize Draw or the Prizes that cannot be settled amicably will be submitted to the competent courts in the country of residence of the Participant.

Promotor: NISSAN INTERNATIONAL SA, registered office: Zone d'Activités La Pièce 12, 1180 Rolle, Switzerland

### **End of Terms and Conditions**