## **Privacy Policy**

Last modification: 24/05/2018

Unsubscribe: If you wish to unsubscribe from our services, please click

here.

Please read this privacy policy carefully. By entering or submitting information, you acknowledge and agree to this privacy policy. If you do not agree with this privacy policy, do not use this website.

You have the right to object to a) processing based on legitimate interests (including profiling); b) direct marketing (including profiling); and c) processing for purposes of research and statistics.

# This Privacy Policy Contains:

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### 1. General Information

At Dailyamailz we believe in being open and upfront with customers, so we have developed our Privacy Policy in a clear and readable format. This Privacy Policy includes points such as how we manage your data, how we share your data and how we look after your information. We think it is important that you read this Policy fully.

#### Our Privacy Promise

Dailymailz fully complies and respects your privacy rights as established in the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Electronic EU Regulations 2011, as well as the EU General Data Protection Regulation (from May 25th, 2018 onwards). For more information, please visit www.ico.org.uk

We promise that we'll tell you how we use your data and we'll use it to keep your fully informed, your data safe, accessible, and that you keep control over your data. Please note that we do not share your contact details and other personal data with other companies for direct marketing purposes unless we

have obtained your explicit consent to do so.

We collect and share as little as possible

We have to collect and keep a little data about you, like your name, email address, phone number, or postal address (in order to identify you, contact you, check the prize availability in your region, and deliver the prize if you are the winner). We might also have to share your data with our trusted partners, like postal companies or other third parties that need to know your information in order to provide you with the prize, in case you are the winner. Data Processor agreements will be put in place with strict rules so that those companies cannot misuse your data.

We promise to collect, process, store, and share your data safely and securely. We'll also make sure that the other businesses we work with are just as careful with your data as we are.

We might share your information with third parties for advertisement purposes

In order to provide you with the chance to win completely for free certain products, we have to rely on third parties (hereinafter called Sponsors). These Sponsors allow us to run the campaign and buy the prize that will be handed out. In exchange for this, you are asked whether you want to share your information with the Sponsors of the campaign.

You can find the list of Sponsors by clicking <u>HERE</u>. You can select all of them, select some of them, or even choose to participate without providing your information to the Sponsors of the campaign. You can choose not to share your information at all with the Sponsors.

If no advertisement consent is provided, we will collect your information only to administer the sweepstake and conduct the prize draw. Once we have conducted the prize draw, we will delete your data.

If you choose to share your information with the Sponsors of the campaign, the data that you fill in - your gender, name, surname, email, postal address, phone number, and IP - will be transferred to this third parties which might contact you to promote or advertise their products and/or services.

How many times you will be contacted by a specific Sponsor, for which product, how long they will keep your data, or how to exercise your rights, are all mentioned in the respective Privacy Policies of the Sponsors. We ask you to please read the privacy policy of each Sponsor before you agree to be contacted by them.

The above is a brief explanation of what to expect from us (and our Sponsors) with regards to your privacy and your personal information. If you want more information about the Privacy Policy, please continue reading below.

## General Summary

Although you should read through the Policy for complete information on how we collect, use, share, and secure information, the following provides a summary of some the most important aspects:

- The Data Controller is Dailymailz, located in 1st floor 10/11 exchange place passeig de Grada, 8-1b, 08007 Barcelona, Spain.
- In order to contact the Data Protection Officer, please send an email to privacy@dailymailz.com
- The purpose of collecting and processing your personal data is to inform you in case you are the winner of the sweepstake draw. For this, we process your data based on a contractual obligation/legitimate interest basis.
- If you wish to participate without providing us advertisement consent, this is possible.
- If you provided advertisement consent, you might be contacted by the third parties you gave consent to inform you about their own products and service. Please read their Privacy Policy, as your personal data will be governed by them. Your data will be shared with these parties in case you have provided your consent based on a legitimate interest basis.
- Dailymailz will transfer your data (in case you provided consent) in the EEA. In case we transfer the data outside the EEA, we will do so exclusively to countries which have been approved by the European Commission (an adequacy decision by the Commission exists) to have a similar level of personal data protection laws, or we will do so utilizing contractual clauses.
- Dailymailz will store your data in the EEA.
- Your data will be stored by us for a maximum of twenty (20) years after you provided marketing consent. After this period, your personal data will be automatically expunged from our Database. In case you have provided no marketing consent, your data will be expunged from our database as soon as a winner has been selected (and you are not the winner), or one (1) year after the delivery of the prize in case you are the winner. Our Sponsors have their own rules, please see their Privacy Policy for more details.
- You have the right to request from us access to and rectification or erasure of personal data as well as restriction of processing concerning your data or to object to processing as well as the right to data portability. Please contact us to exercise your rights.
- You have the right to lodge a complaint with a supervisory authority for a breach of our obligations. You can do this either to the Data Protection Authority located in place of habitual residence, in your place of work, or where the infringement took place.

## Who is responsible for your data

Our Privacy Policy applies to the personal data that Dailymailz collects, uses and may transfer to third parties.

References in this Privacy Policy to "Dailymailz", "we", "us" or "our" Dailymailz (a company registered in Spain. We control the ways your personal data are collected and the purposes for which your personal data are used by Dailymailz and are the "data controller" for the purposes of the applicable national and European Data Protection laws.

## Personal data we collect about you

When using the term "personal data" in our Privacy Policy, we mean information that relates to you and allows us to identify you, either directly or in combination with other information that we may hold. Your personal data may include for example your name or your contact details.

## Categories of data we collect

We may collect and process the following categories of information about you:

Your name and surname and your contact details and other information (email address, telephone number, and postal address, as well as IP address, your response to specific surveys and questionnaires (if you have chosen to provide them to us))

When you take part in our competitions, or When you choose an offer we make available on our website

We collect this information based on a contractual obligation or legitimate interest as it is necessary for us to run the sweepstake. We keep your information until the date of the prize draw. Once the prize draw has been conducted, we will delete your data.

In case you have consented to this, we might provide your information to the Sponsors of the campaign. We will do so based on a legitimate interest ground, as you have indicated that you wish to be contacted by said Sponsors but said Sponsors do not have your contact details. You can unsubscribe anytime.

## Data Profiling

We will also match your profile to third companies that will have goods or services that will be of interest to you. It makes sense for us to ensure that you only receive offers that are relevant to you and fit within the context of your lifestyle and available purchasing power. For example, if you have provided your car insurance renewal data and have consented for third parties to contact you about one month before your renewal date, we will work with third-party brand partners to send you a car

insurance quote tailored to your needs – thus saving you time researching the entire market. The data that we provide our third parties may be added to the information that they already hold about you. So a car insurance company will check whether you have been a customer of theirs before. This is to ensure that they provide the right types of products, services, and pricing to you.

This is done based on a legitimate interest ground. Of course, you can oppose to this processing. For this, please contact us.

How and why we use your personal data (Purpose and Legal Basis)

We use your personal data for the following purposes and based on the following legal basis:

## To administer the sweepstake

When you join one of our sweepstakes, we use your information to perform our services in relation to the sweepstake, for example, to place your name in an automatic and randomize computer system that selects the winner.

The legal basis for processing this information is: processing is necessary for the performance of a contract (6.1.b) GDPR),

To provide you with information about new competitions

We will do so based on legitimate interest grounds. We will send you monthly emails regarding new competitions to which you can participate. You can unsubscribe from these communications anytime. This is based on an existing customer relationship.

The legal basis for processing this information is: processing is necessary for the purposes of the legitimate interests pursued by the controller (6.1.f) GDPR). The legitimate interests pursued by the data controller (us) is to keep you as a customer.

To communicate with you and manage our relationship with you

Occasionally we may need to contact you by email and/or phone for administrative or operational reasons, for example in case we need to inform you that you are a winner.

Please be aware that these communications are not made for marketing purposes and as such, you will continue to receive them even if you optout of receiving marketing communications. You can also optout from the sweepstake to stop receiving these types of communications; for this, please contact us.

We will also use your personal data if we contact you after you have sent us a request, filled in a web-form through our website or contacted us on social media.

The legal basis for processing this information is: processing is necessary for the purposes of the legitimate interests pursued by the controller (6.1.f) GDPR). The legitimate interests pursued by us is to provide you an excellent service.

To disclose (share) your data to third parties you have consented to in order for them to inform you about news and offers that you may like. You can unsubscribe from them anytime.

When joining the sweepstakes, you have the option to allow third parties – the Sponsors of our campaigns – to contact you via email and/or phone.

You can choose to be contacted by all the Sponsors, from some of the Sponsors or from none at all. This is fully up to you. You can check the third-party companies list by clicking <a href="HERE">HERE</a> for more information. In case you allow one or more Sponsor to contact you, said Sponsor will also become a Data Controller, that is, they will also be responsible for your data. As such, your data will be governed by their Privacy Policy. How many times they will contact you, through which method, how long they will keep your data and so on, will all be covered by the privacy policy of the Sponsor. As such we advise you to read their Privacy Policy carefully.

Once you have provided consent to be contacted by one of this Sponsors, this Sponsor will be allowed to contact you via the contact methods they presented to you. However, at this point, although you indicated you want to be contacted by them, they still do not have the data to contact you, only we have. This is why, based on a legitimate interest, we will provide your personal data to this Sponsor so that he can contact you.

• Please note that this method of contact will not work in case you have registered with the do-not-call me list. We will not transfer your information to third parties for telemarketing purposes in case you are registered with the TPS (Telephone Preference System).

You can choose to opt out from receiving marketing communications at any time, by clicking on the relevant unsubscribe link at the bottom of any marketing related email you may receive from said Sponsor.

For any question, please contact us.

Legal basis: the data subject has given consent to the processing of his or her personal data (6.1.a) GDPR)

To comply with our legal obligations

For example, if a data protection authority requests more information, or in case we have to do so to defend against a claim.

Legal Basis: processing is necessary for compliance with a legal obligation

to which the controller is subject (6.1.b).

Requesting access to your personal data

You have a right to request access to the personal data that we hold about you.

In order to request a copy of the personal data that <u>Dailymailz</u> holds about you, please email <u>privacy@dailymailz.com</u> with the subject title "My data request" including the following Required Information:

## your full name;

a description of the data that you are requesting, including a date range; all email addresses (past and present) used; and attach to the email a copy of your current and valid photo ID (e.g. passport photo page).

From the date that we receive ALL of the Required Information, we have – under the relevant legislation – one month to process your request. Whilst we will endeavor to process your request in advance of this deadline, we cannot guarantee that this will be the case. Please note that any missing information will delay the processing of your request.

Please contact us if you have any questions.

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## Security of your personal data

We are committed to taking appropriate technical and organizational measures to protect your personal data against unauthorized or unlawful processing and against accidental loss, destruction or damage to personal data. When you provide your personal data through our website, this information is transmitted across the internet securely using high-grade encryption.

As described in this Privacy Policy, we may in some instances disclose your personal data to third parties. Where Dailymailz discloses your personal data to a third party, we require that third party to have appropriate technical and organizational measures in place to protect your personal data.

The information that you provide to us will be held in our systems, which are located on our premises or those of an appointed third party. We may also allow access to your information by other third parties who act for us for the purposes described in this Privacy Policy or for other purposes approved by you. Your personal data may be accessed by and processed outside the European Economic Area (the European Economic Area being the European Union and Iceland, Liechtenstein and Norway, also referred to as the "EEA") - including by staff operating outside the EEA who work for us or for one of our suppliers or agents (this includes staff engaged in,

among other things, the fulfilment of your booking, ground handlers, and the provision of support services). Where your personal data are transferred outside of the EEA, we require that appropriate safeguards are in place.

## Cookies or other tracking technologies

In order to improve our services, to provide you with more relevant content and to analyze how visitors use our website and app, we may use technologies, such as cookies, pixels or tracking software. Please be aware that in most cases we will not be able to identify you from the

information we collect using these technologies.

For example, we use software to monitor customer traffic patterns and website usage to help us develop the design and layout of the website in order to enhance the experience of the visitors to our website. This software does not enable us to collect any personal data. In addition, in order to understand how our customers interact with the emails and the content that we send, we use pixels that allow us to know if the emails we send are opened or if the content of our emails is displayed in text or HTML form.

We also use cookies on our website, mobile app or in our emails. Cookies are small pieces of information stored by your browser on your computer's hard drive. You can delete cookies if you wish; while certain cookies are necessary for viewing and navigating on our website or app, most of the features will be still accessible without cookies.

For more information on how we use cookies and how you can remove them, read our Cookie Policy below.

### Sharing your personal data

Your personal data may be disclosed to a third party who acquires us. Your personal data will not be disclosed to any third party for marketing purposes unless you have provided us the consent to do so.

When joining the sweepstakes, you have the option to allow third parties – the Sponsors of our campaigns – to contact you via email and/or phone.

You can choose to be contacted by all the Sponsors, from some of the Sponsors or from none at all. This is fully up to you. You can check the third-party companies list by clicking <a href="HERE">HERE</a>. In case you allow one or more Sponsor to contact you, said Sponsor will also become a Data Controller, that is, they will also be responsible for your data. As such, your data will be governed by their Privacy Policy. How many times they will contact you, through which method, how long they will keep your data and so on,

will all be covered by the privacy policy of the Sponsor. As such we advise you to read their Privacy Policy carefully.

Once you have provided consent to be contacted by one of this Sponsors, this sponsor will be allowed to contact you via the contact methods they presented to you. However, at this point, although you indicated you want to be contacted by them, they still do not have the data to contact you, only we have. This is why, based on a legitimate interest, we will provide your personal data to this Sponsor so that he can contact you.

Please note that this method of contact will not work in case you have registered with the do-not-call me list. We will not transfer your information to third parties for telemarketing purposes in case you are registered with the TPS (Telephone Preference System).

You can choose to opt out from receiving marketing communications at any time, by clicking on the relevant unsubscribe link at the bottom of any marketing related email you may receive from said Sponsor.

For any question, please contact us.

The recipients of your data will be found in the third-party companies list by clicking <u>HERE</u> and would depend on the consent you provided.

Furthermore, we will also transfer your data to third parties (data processors). These data processors will range from email service providers, to cloud storage providers, to delivery (transmission) platforms.

## Your rights

You have the right to:

- · Right of access: you may request us to confirm if information about you is processed. If such is the case, you will receive access to your information.
- · Right of rectification: if our information about you is incorrect, you may request us to rectify your information. This includes the right to have incomplete information completed, taking into account the purpose of the processing.
- · Right to erasure: you may request us to erase your information, for instance, if the information is unlawfully processed, or if you have withdrawn your consent. We will exercise your right to erasure without undue delay.

· Right to restrict processing: you may request us to restrict the processing of your information, if (i) the information is inaccurate, (ii) the processing is unlawful, (iii) you need us to retain the information after the retention period for a legal claim, or (iv) you have objected to the processing and a verification of our legitimate interests is pending. We will exercise your right to restrict processing (for

marketing purposes) without undue delay.

· Right to data portability: you may request us to provide you with an electronic file of your information, or to transfer your personal data to a third party if such is technically feasible.

We will respond to your requests without undue delay, or within one month if permitted. If allowed under applicable legislation, we may extend the response period with two further months if such is necessary due to the complexity and number of requests. We will notify you of any extension and the reason thereof. If we deny your request, we shall inform you on the reasons for such a denial.

You may (in addition to the rights above) lodge a complaint regarding the processing of your information by us, or regarding the denial of a request as meant above, with the Data Protection Authority.

If you would like to amend/delete details or contact us in relation to the above, do not hesitate to email us.

Updates to our Privacy Policy

We may make changes to this Privacy Policy from time to time, including as part of the new European data protection legislation which will start to apply on 25 May 2018 (the "General Data Protection Regulation") - we will update the Privacy Policy and we will publish on our website any new version of this Policy.

## Contact information

Questions, comments, and requests regarding anything related to this privacy policy are welcomed and should be addressed to privacy@dailymailz.com.

Cookie Policy

#### Learn about Cookies

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognizes that cookie. Cookies are useful because they allow a website to recognize the device you are using and provide you with a better website experience.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving your user experience. They can also help to ensure that adverts you see online are more relevant to you and your interests. Cookies in themselves do not identify the individual user, just the computer or mobile device you are using via a randomly generated identifying tag.

# Find out how Dailyamailz uses Cookies

To make full use of the website, your computer, tablet or mobile phone will need to accept Cookies. Dailymailz uses Cookies to give you a better experience. For example Dailymailz uses Cookies in the following ways:

To enable progression through the registration process to ensure that you have a seamless experience.

To provide information that can help us to understand what interested you about our website and emails and what did not. This helps us provide you with more personalized features and more relevant information on subsequent visits

To measure the effectiveness of our advertising and how visitors use our site.

# See what types of Cookie Dailymailz uses

You can view a comprehensive list of the Cookies (see below) used which provides more information on the Cookies we use and why we use them.

The cookies used on Dailyamailz have been categorized based on the categories found in the International Chamber of Commerce (ICC) UK Cookie guide published in April 2012.

# Terms and conditions of the game:

# Article 1 – Organizer

The company VIP Response LTD, with head office at Passeig de la Gracia 1 -1b 08007 Barcelona (the Organizer), is organizing a free game with no obligation of purchase, named "You can win up to €1.500". This game has a duration of 12 months, starting from June 1st, 2018 until May 31st, 2019.

## Article 2 – Accessibility

This game is free of charge and without any obligation of purchase. it is accessible to users who complete the terms of participation and respect the modality of participation listed hereunder, by visiting one of the following websites published by VIP response:

https://getyour-winnings.com/campaigns/UK/1867/1

https://getyour-winnings.com/campaigns/UK/1867/2

https://getyour-winnings.com/campaigns/UK/1867/3

https://getyour-winnings.com/campaigns/UK/1867/4

https://getyour-winnings.com/campaigns/UK/1867/5

https://getyour-winnings.com/campaigns/UK/1867/6

https://getyour-winnings.com/campaigns/UK/1867/7

https://getyour-winnings.com/campaigns/UK/1867/8

https://getyour-winnings.com/campaigns/UK/1867/9

https://getyour-winnings.com/campaigns/UK/1867/10

These websites are accessible 24/7 except in case of technical error.

# $Article \ 3-Conditions \ of \ participation$

- 3.1 This game is free of charge and without any obligation of purchase, is open to all physical subjects of legal age and residing in Spain excluding the following:
  - Organization's directors and affiliates;
  - Members of the staff of the organizer as well as relatives (same family name, same postal address);
  - All physical or moral subjects who have participated in any capacity in the organization of the game, as for example family members (same family name and same postal address).
- 3.2 The participation in this game consists in visiting one of our websites listed in article 2 of this Regulation.

The participants must subscribe by providing with their contact details:

- Marital status
- Name
- Family name(s)
- E-mail address
- Postal address in order to receive the product or service
- · Date of birth
- Telephone number

The user must make sure that the details provided above are correct and that the e-mail address and telephone number work normally.

The organizer reserves the right to:

- Delete the accounts of users where the marital status, name, family name(s), postal address, date of birth are wrong or incomplete.
- Annul the sending of the product or service if the winner hasn't registered his contact details correctly.

The organizer reserves the right to delete the accounts of the following users:

- Users that are not residing in Spain or Canary Islands;
- Underage users;
- Users that haven't logged into their e-mail accounts in the past 12 months.

# 3.3 All the participants must be real and fair

All the users that do not comply with the conditions of participation listed here or that try in any other way to subscribe to participate, cannot claim any win due to non-compliance of this regulation.

It is strictly forbidden by any means to modify or try to modify the mechanisms of the game, especially when it comes to alter the results or any element that defines the winner. Moreover, it is totally forbidden to use multiple e-mail addresses belonging to the same physical subject, as well as to participate from an account opened by a third party.

Users that try to participate through automation media by using information that does not correspond to their true identity will be deleted automatically.

The organizer reserves the right to enforce the equality of opportunities between all participants, by any means at their disposal, including judicial process and, in particular, by proceeding with the removal of accounts. Moreover, it is in the organizer's right to withdraw the participation in the game and the grids of any person who doesn't comply with this regulation, or to withdraw a win if the winner has altered the result or does not conform with the present regulation.

In order to participate, the visitor must first register in one of the operations mentioned in article 2 of the present regulation and can subsequently participate in the draw in accordance with the following steps:

• The participant submits and validates the application form to win in the final draw.

#### Article 5 – Selection of the winners and results of the contest

The game "You can win €1.500" is based on a draw.

A winner will be selected within all the subscribed participants, and he/she will win an amount up to

€1.500, including taxes and by bank transfer, bank check or gift card – depending on the provision for which he/she has become a winner and with a specification of the value of the win in each transaction. If this information is missing, the winner will win a gift card with a value of €1.500.

The winner will be appointed during the draw that will take place on January 15th, 2019. This draw will take place under supervision of a notary designated for this purpose. The winner will be informed by VIP Response LTD about his/her prize within two weeks from when the draw takes place. The winner will be contacted through e-mail and/or telephone and/or letter with acknowledgement of receipt. This letter will specify how to claim and receive the prize.

In case the winner doesn't notify within 30 days from the "date of confirmation" of the winner, it will be assumed that the winner has renounced the prize. The winner authorizes all kinds of identification regarding his/her identity and place of residence (postal address and/or e-mail address). Any false identity or address information will automatically invalidate the winner.

### **Article 6 – Sending the provisions**

6.1 The winner can be obliged to provide with proofs of his/her identity by sending a photocopy of his/her ID under request of the organizer, as well as a proof of his/her postal address (electricity or telephone invoice). In some cases, it is possible to request a telephone number in order to make an appointment to be handed the prize.

The wins are nominative and cannot be transferred to third parties.

- 6.2 The organizer and its affiliates will send the prize to the winners within 90 days from receiving the result of the draw.
- 6.3 In case the organizer sends a prize in money to an incorrect or incomplete address, the participant cannot claim his win and he/she will lose the property of it.

It is the user's responsibility to provide with and register an exact

address, to validate and verify it at the moment of signing in.

In case of lack of stock from the supplier's side, and therefore of impossibility to hand the prize chosen by the participant, he/she will be informed immediately by e-mail and he/she will be offered a product with a similar value having the same characteristics and possibilities.

The non-compliance or bad execution of a shipment made by a third party in case of major force will not be responsibility of the organizer.

#### Article 7 – Reimbursement of connection fees.

The access to the site and the participation in the games that are proposed are completely free of charge, therefore any connection fee paid by the participant will be refundable according the terms stated hereunder.

7.1 The connection fees incurred for the participation in the game will be reimbursed to the participants, in case of certifiable paid connection during the duration of the access to the website, based on the costs of the connection from the Internet provider proportional to the time of the access.

Taking into account that in the current state of services and technologies offers, some ISP offer zero fares or flat rates to the participants, therefore the subscription to the services of the access provider is in this case hired by the participant for their general internet use and that the fact that the participant registers for the operation mentioned in Article 2 of this Regulation and participates does not give rise to any additional cost or disbursement.

Therefore, it is explicitly reminded that no kind of access to the website and participation in free games (such as cable connection, ADSL or specialized cable connection) will result in reimbursement.

7.2 Only a monthly claim based on the address (same name, same postal address, same telephonic invoice or Internet provider), as long as the user is residing in Spain or in the Canary islands and as long as he uses the website in accordance with this regulation in order to obtain a refund of the connection fee.

### **LEGAL NOTES**

### I. IDENTIFICATION

This website accessible at the address https://super-offers.net/campaigns/ES/129/12/ (the "site") is published by the company VIP Response LTD, a private limited company whose headquarters are located at Passeig de Gracia 8 1-1b 08007 Barcelona.

Website hosting is offered by AWS, domiciled in Ireland.

Information regarding the access to the website and to the use of its content are described hereunder.

The access and the navigation in the website from the visitor require the acceptance without reserve of the relevant stipulations:

#### II. COPYRIGHT: INTELLECTUAL PROPERTY

2.1 The name of the domain is property of VIP Response LTD.

The global site, as well as the elements that make it up (namely texts, software, animations, photographs, illustrations, diagrams, representations, graphs, logotypes, etc.) are conform to article L.111-1 and in accordance with the Code of Intellectual Property. The site and the elements that make it up are exclusive property of VIP Response LTD, or of third parties that are authorized to exploit them, only with the power of use of the rights of intellectual property and of the rights of related entities, including brands, models, copyrights and image rights, original title or by reason of a license or expressed authorization.

#### 2.2 Sanctions

The partial or total use of the site, in particular through download, reproduction, transmission, representation or diffusion with purposes beyond the personal, private and non-commercial use from the visitor's side is strictly forbidden.

The violation of these dispositions is subject to sanctions according to the Code of Intellectual Property, especially for copyright and trademark rights infringement (respectively articles L.335-3 and L.716-9), and according to the Civil Code in terms of civil responsibilities (Article 9, articles 1382 and following).

#### 2.3 Hyperlinks

The creation of any hyperlink to any webpage or component of the site is forbidden, unless authorized by VIP Response LTD. This authorization can be revoked at any time. All the sites with a hyperlink redirecting to the site or any of its components are not under control of VIP Response LTD, which therefore declines all responsibility (including editorial) over the

access to these sites.

#### III. PERSONAL DETAILS

The information provided by the user on the website will be treated electronically under the control and responsibility of VIP Response LTD.

This information is used on the website with the following purposes:

- to allow participation in a contest with draw;
- to ensure newsletters are sent:
- to proceed with statistical evaluations regarding site attendance.

The mandatory or optional nature of the requested information is mentioned in the collection forms. The failure to provide information mentioned as mandatory will not allow VIP Response LTD to make the user benefit from the offers proposed on the site.

The information related to the user can be used for surveying purposes by VIP Response LTD, its subsidiaries, its affiliates and sponsors if the user has previously given his online consent.

Nevertheless, unless the user expressly objects, it is likely that he/she will receive offers by VIP Response LTS, its subsidiaries and affiliates by mail or phone.

The user can unsubscribe according to the conditions stated hereunder by writing to VIP Response LTD and addressing the relevant partners by identifying him/herself.

The collected data is intended for the use of the services proposed by VIP Response LTD, and it is therefore necessary for the user to know the purposes mentioned previously as well as its subsidiaries and partners.

The user has the right to access, rectify, complete, update or block, oppose or delete his/her own personal details.

To exercise these rights, the user can contact VIP Response LTD by e-mail at the following address: info@vipresponse.nl

The user can unsubscribe from our site at any moment by clicking here and also can request the elimination of his personal data directly online, by clicking here. VIP Response LTD keeps your collected data in the context of the operation and management of the site, for the duration of the contractual relationship from the moment of registration up to a maximum of three years, counting from the end of the current year or from the registration.

VIP Response LTD uses automatic data collectors ('cookies') aimed at identify the internaut during following visits to the site and at making the

service better. The cookie is a computer file stored for a limited time on the hard drive of the user's computer.

The visitor has the possibility to refuse to accept the cookies. Click here in order to remove the cookies. If you want to know more about the cooking, we kindly invite you to consult the link "Cookie management".

#### IV. RESPONSIBILITY

VIP Response LTD strives to ensure to the extent possible the accuracy and update of the information disseminated on the site and reserves the right to correct at any time and without notice its content.

VIP Response LTD cannot guarantee the accuracy nor the precision of the information provided available on the site since this does not constitute a guarantee or commitment by VIP Response LTD on behalf of the user.

VIP Response LTD will not be held responsible:

- of any imprecision, inaccuracy or omission caused by the information available on the site;
- of any damage resulting from a third-party computer intrusion resulting in a modification of the information available on the site;
- and in general, all of the direct and indirect damages that have cause, origin, nature and consequences due to the access to the site to anyone or to the impossibility of access and use of the site or to any information gathered directly or indirectly by the latter.

VIP Response LTD makes available the means aimed at ensuring the security of the files constituted from the personal data collected on the site. Moreover, it is necessary to remember that it does not control the risks linked to the functioning of the internet, and it attracts the attention of Internet users regarding the existence of risks in terms of confidentiality of data that pass through the network.

#### V. MODIFICATION OF MENTIONS

VIP Response LTD informs its users that consult the site that it can change at any moment. These changes are published once modified and are considered accepted without reservations by all users who access the site after the changes have been made.

#### VI. DIFFERENCES

These terms are established in accordance with Spanish and European Law, in particular, about the protection of the physical subjects and the respect for the processing of personal data.

The competent authorities to deal with any dispute related to the use of

the site, except that this assume something contrary to the Brussels Regulation of 20 December 2000 on competition, judicial proceedings and enforcement of sentences.

For any question the user might have regarding the use of the site and/or about these terms, any reasons can be addressed to the following e-mail address:

info@vipresponse.nl