

## **TERMS AND CONDITIONS OF THE 2019 MONTHLY WEEKEND PRIZE DRAW**

### **FIRST- SUBJECT OF THE PRIZE DRAW**

ROOMMATE S.A. (henceforth, "ROOMMATE" or the "Organizer"), with registered business address at Calle Velázquez, nº 50, 3º planta, 28001, Madrid and CIF [tax identification code] A-82559261 organizes a prize draw (the "Prize Draw") for those interested parties that meet the requirements outlined in the FOURTH and FIFTH conditions, established below, as well as the other conditions stated in these terms and conditions ("Legal Terms and Conditions") and, particularly, for those that accept the sending of advertising and/or promotional communications and Newsletters (the "Participants").

The Participants will enter into a prize draw for two nights free in any hotel in the ROOMMATE chain, to be chosen by the Participant that wins the prize draw, for one (1) person and their guest (the "Prize Draw Prize").

This Prize Draw will be undertaken pursuant to the conditions that are detailed below.

### **SECOND.- TERRITORIAL SCOPE**

This Prize Draw will be undertaken worldwide.

### **THIRD.- DURATION OF THE PRIZE DRAW**

It will be possible to participate in this Prize Draw from 00:00 midnight on January 1, 2019, until 00:00 midnight on December 31, 2019.

### **FOURTH.- PERSONAL SCOPE OF PARTICIPATION AND LIMITATIONS**

Participation is open to any person that (i) is 18 years old or over, (ii) has registered by means of the website or has linked their social media profile to register or that has stayed in a Room Mate hotel and completed the registration form (iii) and has given consent to be sent commercial communications and Newsletters, accepting the Prize Draw's privacy policy, and (v) that has accepted the Legal Terms and Conditions of the Prize Draw.

ROOMMATE employees and agents, their affiliates and other companies in the group cannot participate; nor can their direct family members or any other person that is professionally related with this Prize Draw.

In order to participate, the interested parties must visit the website: <https://room-matehotels.com/es/ofertas-descuentos> and register on the website itself or via a social media profile, or they must stay at a Room Mate hotel and complete the registration form and they must fill it out with the true and correct information requested for the registration in the Prize Draw.

With regard to those persons that connect via social media, only those individuals that have a valid and public profile on the social media in question will be able to participate. Those participants that do not fulfill these requirements will be automatically ruled out. Furthermore, the Participants must bear in mind that these social media sites are administrated by third parties that operate independently from ROOMMATE. It is possible that they have their own notices or privacy policies,

as such ROOMMATE does not assume responsibility for the content of these policies, nor for the processing of the Participants' data that may be carried out by these social media sites.

Participants can only participate once, and mass registrations by commercial groups, consumer groups and third parties will not be accepted.

Incomplete, illegal and mistaken registrations or those made outside of the time-frame will not be accepted. Proof of it having been sent is not accepted as evidence of it having been delivered. The Organizer shall not be held liable for those registrations that are outside of the time-frame, incomplete or lost due to technical or any other reasons. In fact, numerous factors that are outside of the Organizer's control can interfere with the working of the website. Likewise, the Organizer does not guarantee the continuous and uninterrupted working of the website, nor the secure access to it.

The Participants' adherence to these Legal Terms and Conditions in this Prize Draw will be verified by means of the technical means available to the Organizer, which reserves the right to undertake any checks it deems necessary. Likewise, the Organizer may request the necessary documentation from the participants which accredits their being of legal age (Spanish identification card, passport or driving license), at any point, even before and during the Prizes are awarded.

## **FIFTH- WORKINGS OF THE PRIZE DRAW**

**5.1- How to participate:** The terms and conditions to participate in this Prize Draw (Legal Terms and Conditions of the Prize Draw) are available in Spanish <https://room-matehotels.com/es/ofertas-descuentos/> and can be downloaded and/or printed if the Participant so wishes.

In order to participate in the Prize Draw for two free nights in one of the ROOMMATE chain hotels, Participants must expressly accept the Prize Draw's Privacy Policy and the sending of advertising communications and Newsletters, marking the options: "I accept the sending of Room Mate's advertising communications and the execution of a profile of my consumption habits through internal and external information, both during this contractual relation and after its termination" and "I accept that Room Mate will provide my personal details and commercial profile to third party companies, so that these can send commercial offers to me that are adapted to my needs, both during this contractual relation and after its termination".

### **5.2.- Prize:**

The Participant will enter into a Prize Draw for two free nights, on a bed and breakfast basis, at one of the hotels that they chose from the ROOMMATE chain (the "Prize Draw Prize"). This Prize Draw Prize must be enjoyed between January 1, 2019 and December 31, 2020. The Participant's reservation shall be subject to the same conditions of use as the ROOM MATE flexible rate. The flexible rate has the following conditions:

- **CANCELLATION:** The reservation can be modified or canceled without charge up to 24 hours before 12 noon of the day of arrival. After this time, if a cancellation is made, the reservation will be canceled and the two free nights will not be

available in the future. The cancellation conditions will be applied with regard to the local time of the hotel.

- NO SHOW: In the case of a no show, the hotel will cancel the booking and the two free nights will not be available in the future.
- LATE CHECK-IN: If guests are expecting to arrive at the hotel later than 6 pm, they must directly inform the hotel of this beforehand. If they do not inform the hotel, the reservation will be automatically canceled.
- CHECK-IN / CHECK-OUT: Guests will be able to access their room from 2 pm on the day of arrival and until 12 noon on the day of check-out
- CHILDREN: Children up to the age of 12, sharing a room with an adult, will stay for free, accommodation only. The hotel must be contacted to check about the availability of an extra bed.
- EXTRA PERSON: A supplement of 30 EURO + VAT per night on a purely accommodation basis. The hotel must be contacted to check about the availability of an extra bed.
- ANIMALS: Animals are not permitted.

The hotels in the ROOMATE chain are as follows:

- Hotel Room Mate Óscar (Madrid)
- Hotel Room Mate Laura (Madrid)
- Hotel Room Mate Alicia (Madrid)
- Hotel Room Mate Mario (Madrid)
- Hotel Room Mate Grace (New York)
- Hotel Room Mate Anna (Barcelona)
- Hotel Room Mate Carla (Barcelona)
- Hotel Room Mate Emma (Barcelona)
- Hotel Room Mate Pau (Barcelona)
- Hotel Room Mate Gerard (Barcelona)
- Hotel Room Mate Aitana (Amsterdam)
- Hotel Room Mate Bruno (Rotterdam)
- Hotel Room Mate Vega (Salamanca)
- Hotel Room Mate Isabella (Florence)
- Hotel Room Mate Luca (Florence)
- Hotel Room Mate Lola (Malaga)
- Hotel Room Mate Larios (Malaga)
- Hotel Room Mate Valeria (Malaga)
- Hotel Room Mate Giulia (Milan)
- Room Mate Larios (Malaga)
- Room Mate Valeria (Istanbul)
- Hotel Room Mate Gorca (San Sebastián)
- Hotel Room Mate Waldorf Towers (Miami Beach)
- Hotel Room Mate Lord Balfour (Miami Beach)
- Hotel Room Mate Valentina (Mexico City)

**5.3. Prize Draw:** Out of the people that register for the Prize Draw as Participants, a random selection will be made of: (i) one (1) winner, and (ii) one (1) runner up, should the Prize Draw Prize not be accepted or be foregone (jointly, the "Selection of Winners").

**5.4. Notification of the Prize Attainment:**

During the week following the last day of each month, the Organizer shall contact the winner of the Prize Draw Prize (the "Winner") in order to notify them, by means of the email address that they provided for the purposes of their participation, of the result of the prize draw and their condition as winner. Furthermore, the Winner will be published on the website [<https://room-matehotels.com/es/ofertas-descuentos/>]. The winner must notify the Organizer of the acceptance of the invitation in the maximum term of 72 hours after the notification was made.

Should the Winner not accept the Prize Draw Prize in the established term, or should they forgo the Prize Draw Prize, the Organizer shall automatically reject their participation, without the need of informing them thereof.

In this case, the Prize will automatically pass to the next person in the Selection of Winners of the Prize Draw.

Should the Runner Up selected for the Prize Draw Prize not accept or forgo the Prize, it shall be rendered null and void and shall remain in the possession of ROOMMATE.

**SIXTH.- OTHER LEGAL ASPECTS**

Participation is strictly personal. Sales, transfers or exchanges of any part of the prizes are prohibited. Any attempt to sell, transfer or exchange one or several parts of the Prizes shall lead to their withdrawal and ROOMMATE's declaration of their nullity.

If there are reasonable reasons to believe that a Participant has infringed the terms and conditions (the Legal Terms and Conditions), ROOM MATE may, pursuant to its exclusive criteria, cancel the Prizes and prohibit the Participant from taking part in the Prize Draw.

To the maximum extent permitted by law, neither ROOM MATE nor the hotels involved in this Prize Draw shall assume responsibility for any kind of loss or damage that any winner or their guest may cause or suffer whilst making use of the Prizes offered in this Prize Draw. All winners participate in the Prize Draw under their own responsibility. All winners are subject to the policies and terms and conditions of each and every one of the third parties involved in the fulfillment of these Prizes. In any case, the use of the Prizes, once contracted, does not imply any more obligation for ROOM MATE other than that of providing the corresponding cost, with responsibility lying with the corresponding collaborating hotels, once contracted by the winning Participant, to comply with their contractual and legal obligations with regard to the accommodation of the Participant and their guest, as corresponds.

The participation in the Prize Draw regulated in these Legal Terms and Conditions will be completely voluntary and will be undertaken by all the Participants upon completing the process outlined above, pursuant to the specified means.

## **SEVENTH.- PERSONAL DATA PROTECTION AND ASSIGNMENT OF RIGHTS**

In adherence to that established in the General Data Protection Regulation 2016/679 and Organic Law 3/2013, on 5 December on Personal Data Protection and the guarantee of digital rights, the Participants' personal data will be processed by ROOMMATE, with the aim of managing the Prize Draw and, where appropriate, being able to provide the services that the Prizes entail, based on the contractual relation, as well as with the purpose of publishing the winner's personal data on the web page, based on ROOMMATE's legitimate interests.

The participants' data will be kept for these purposes throughout the time that the Prize Draw lasts and, once this period is over, throughout the entire time required by the applicable legislation and until the possible responsibilities derived from the relation with ROOM MATE have expired.

The participants' personal data will be able to be communicated to companies within the Grupo Room Mate (see relation at <https://room-matehotels.com>) based on the contractual relation existing between the participant and ROOMMATE, with the purpose of being able to provide the services that the prize entails. Likewise, participants' data will be able to be communicated to the corresponding public bodies in those cases in which there is a legal obligation to do so.

ROOM MATE has subcontracted the management of the Prizes to third party companies, as such said companies will be able to access the Participants' personal data.

The Participant will be able to revoke the consent granted, as appropriate, as well as exercise their rights to access, rectify, suppress, oppose and limit the processing and portability of their personal data at [dpo@room-matehotels.com](mailto:dpo@room-matehotels.com) or at C/ Velázquez 50, 3ª planta. To do so they must accredit their identity. They can also present a claim to the Spanish Data Protection Agency should they consider that their rights have been violated. Similarly they can contact ROOM MATE's DPO by means of the same address.

It is the participants' exclusive responsibility that the data provided is correct, true and complete; if incorrect, untrue or incomplete personal data is provided, ROOM MATE shall not be held liable with regard to the purposes of the Prize Draw and the impossibility of obtaining the Prizes.

## **EIGHTH.- GRATUITY**

The participation regulated in these Legal Terms and Conditions shall be completely voluntary and will be completely free for all Participants, without generating any obligations other than: (i) accepting the sending of advertising or promotional communications and Newsletters and the Privacy Policy, (ii) completing a survey, (iii) providing the required data and (iv) in general, adhering to the other conditions and requirements established in these Legal Terms and Conditions; nor any rights other than: (i) the obtaining of a Prize for having participated in the Prize Draw and (ii) the participation in the Prize Draw.

## **NINTH.- TAX TREATMENT OF THE PRIZE**

Providing that the value of the Prize Draw Prize is less than 300 euros, pursuant to art.75.3.f) of Royal Decree 439/2007, of 30 March, which approves the Personal Income Tax Regulation and modifies Pension Plans and Funds Regulation, approved

by Royal Decree 304/2004 of 20 February, the Organizer will not have to make any tax withholdings.

**TENTH.- LEGALIZATION OF THE TERMS AND CONDITIONS. CANCELLATION OF THE PRIZE DRAW OR MODIFICATION OF THE TERMS AND CONDITIONS.**

By participating in the Prize Draw, all the Participants accept these Legal Terms and Conditions and the regulations that govern their processes. The Legal Terms and Conditions, in Spanish, will be available to any interested party at the ROOMMATE Customer Services offices located at Calle Velázquez, nº 50, 3º planta, 28001, Madrid and they will be included on the web page: <https://room-matehotels.com/es/ofertas-descuentos>.

ROOM MATE reserves the right to partially or completely cancel the Prize Draw if necessary due to force majeure or other causes out of its control. ROOM MATE reserves the right to make successive modifications, addenda or annexes to these Legal Terms and Conditions, providing due justification is given and the possible Participants are informed. In any case, in the event of a cancellation or modification of the terms and conditions of this Prize Draw, ROOM MATE assures that no Participant will be harmed or suffer with retroactive effects, a reduction of the previous acquired rights.

**ELEVENTH.- CONTACT DETAILS, APPLICABLE LEGISLATION, JURISDICTION AND INTERPRETATIVE CRITERIA.**

This Prize Draw will be regulated by the legislation and by the content in these Legal Terms and Conditions. For the interpretation, application or resolution of disputes or litigations that may arise in relation to these Legal Terms and Conditions, both parties are expressly subject to the jurisdiction and authority of the Courts of the Capital of Madrid.

For any query, issue, complaint or comment regarding the Prize Draw please contact us via the following email: [iloveroommate@room-matehotels.com](mailto:iloveroommate@room-matehotels.com)