

# Legal Terms and Conditions: “New Club de Amigos client’s area”

## Purpose, Dates and Scope

FUERTEGROUP, S.L., through <https://clubdeamigos.fuerte-group.com/en/> will hold a competition entitled “New Club de Amigos client’s area” in which all adults can participate.

## Name of the promotion

FUERTEGROUP, S.L. will give away a **4-night stay for 2 people with half board at the Fuerte Group Hotels establishment chosen by the winner**, always subject to availability, through its “New Club de Amigos client’s area” competition.

## Description and mechanism of the promotion

Follow the steps described below to take part in the promotion:

- Visit the Fuerte Group Hotels Club de Amigos client’s area at the website <https://clubdeamigos.fuerte-group.com/en/>.
- A personalised participation voucher will be generated and will be displayed once you have accessed the client’s area.
- Follow the Amàre Hotels Instagram profile and the Fuerte Hoteles Facebook profile.

FUERTEGROUP, S.L. reserves the right to make changes during the course of the campaign if any reason arises that would prevent it from being successfully completed, for the purposes of improving its progress.

## Place and duration of the promotion

All those users who access the client’s area of the Fuerte Group Hotels Club de Amigos between the start of the campaign and **29/04/2021** inclusive will take part.

## Prize

There will be a prize consisting of a **4-night stay for 2 people with half board at the Fuerte Group Hotels establishment of the winner's choice (in a Classic Double room or side 1-bedroom apartment)**. The prize may be enjoyed between 01/05/2021 and 31/12/2021, always subject to availability and the establishment’s opening and closing date. The winner will be chosen at random by the Fuerte Group SL Internet team, who will make contact by phone on the phone number registered on his/her Club de Amigos file.

The draw will take place on **30/04/2021**. If the winner cannot be contacted, the draw will be held again. The winner's name will also be posted on the Amàre Hotels and Fuerte Hoteles social media profiles.

The prize may not be swapped for its cash value or for any other prize.

## Control and security rules

FUERTEGROUP, S.L. reserves the right to take any measures that may be appropriate to avoid any conduct that FUERTEGROUP, S.L., suspects may have the purpose or effect or any attempt to act fraudulently in this promotion, or in breach of its rules or to the detriment of other participants. The first and immediate consequence of this will be the exclusion of the participant and the loss of any entitlement to the prize that he/she may eventually have won.

FUERTEGROUP, S.L. reserves the right to cancel, expel, eliminate or not take into account any profiles that it suspects of any attempt at fraudulent entry, including but not limited to, attempts to sign up for

more than one email account by a person, the creation of false profiles or phishing. Similarly, **FUERTEGROUP, S.L.** reserves the right to take any legal acts to which it may be entitled.

#### **PURPOSES BASED ON CONSENT:**

Guest personal data will be processed in order to send you information and publicity, by any means (email, sms, phone, letter, etc.), above group services relating to accommodation, leisure, food and real estate.

Personal data are also processed on social networks to promote the group's accommodation and leisure services.

Personal data related to the hotel's free Wi-Fi system may only be used in the event that a possible violation is detected, or if required by the competent public authority.

With regard to all of the aforementioned purposes, all of the requested data is of a mandatory nature; if not supplied, FUERTE GROUP does not guarantee that the services provided will completely meet your needs.

#### **Limitation of liability**

- **FUERTEGROUP, S.L.** is not liable for interruptions or failures of the Internet, the competition's website, the cable network, electronic communications networks, software or hardware failures or for any errors during the entry and/or processing of replies, deliveries or personal data. In the event of problems or incidents of this type, **FUERTEGROUP, S.L.** will do its best to correct them as soon as possible, but cannot assume any liability in this regard.

- **FUERTEGROUP, S.L.** accepts no liability for damages and losses of any nature that, despite the security measures that have been adopted, may occur due to the improper use of services and content by the users and, particularly, although not exclusively, for any damages and losses that may be caused by phishing of a third party by a user.

#### **Other promotion regulations**

- Simply participating in this competition implies the acceptance of these terms in their entirety and the interpretative judgement of **FUERTEGROUP, S.L.** regarding the resolution of any issue arising from this competition. Therefore, any statement about not accepting these terms shall lead to the exclusion of the participant and, as a consequence thereof, **FUERTEGROUP, S.L.** shall be released from meeting any other obligation contracted with the person in question.

- **FUERTEGROUP, S.L.** reserves the right to make changes to the mechanism or operation of this Promotion at any time and/or to terminate it early if necessary for good reason, without this leading to any liability whatsoever. However, these changes will be duly communicated on the website <https://clubdeamigos.fuerte-group.com/en/> and by other means if necessary. **FUERTEGROUP, S.L.** will do everything possible to prevent any changes from harming some participants over others.

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

Interpretation and breaches of these terms will be governed by Spanish law. Any dispute arising from the interpretation of, or compliance with these terms will be submitted to the courts and tribunals of the city of Malaga.

#### **Acceptance of the Legal Terms**

Participation in the competition implies acceptance of these legal terms and conditions. Any statement about not accepting these legal terms in full or in part shall imply the exclusion of the participant and, as a consequence thereof, **FUERTEGROUP, S.L.** will be released from meeting any other obligation contracted with the participant in question.

#### **Personal data production: Data controller**

Identification: FUERTE GROUP S.L., CIF B-92120237  
Email: [infogrupo@grupoelfuerte.com](mailto:infogrupo@grupoelfuerte.com)  
Data Protection Officer: [dpo@fuerte-group.com](mailto:dpo@fuerte-group.com)

**Purposes, lawful basis and storage period:** By participating in this competition I consent to my personal data, including my image, being collected and processed for the established purposes of the competition, including the publication of videos on social media. Personal data will be stored until you withdraw your initial consent.

**RECIPIENTS:** Personal data will only be communicated within the group for technical configuration, as well as to third parties to meet legal obligations, such as security forces and organisations, competent public or judicial authorities in the event, in the event of a possible infraction, or to suppliers.

**RIGHTS:** Any person is entitled to request access to the personal data concerning him/her, to request its rectification or erasure, to request the limitation of its processing, or oppose its processing (commercial communications based on legitimate interest, or Friends Club de-registration) and/or the right of portability. In all cases, you may exercise your rights by sending an email addressed to [infogrupo@grupoelfuerte.com](mailto:infogrupo@grupoelfuerte.com), with your ID document as an attachment, or by telephone +34 952 920 028. Any person may file a complaint with the Spanish Data Protection Agency through the website [www.agpd.es](http://www.agpd.es) if he/she believes that their rights have not been upheld. Read our legal notice and privacy policy at: <https://www.fuerte-group.com/en/legal-terms-and-privacy.html>