

# Legal Terms and Conditions of www.loewecraftprize.com

The website http://www.loewecraftprize.com is owned and managed by LOEWE, (with headquarters in Spain, Madrid, calle Goya 4, 28001, and tax ID A-28003861) and the LOEWE FOUNDATION, registered in the Special Registry for Private Cultural FOUNDATIONs of the Spanish Ministry of Culture with tax ID number G-78772266 and headquartered in c/ Goya, 4. 28001 Madrid, Spain, hereafter referred to as "LOEWE", without distinction.

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Pursuant to Act 34/2002 of the 11th of July concerning the information and e-commerce society, users may address their petitions, requests or complaints to LOEWE at c/ Goya, 4, 28001 Madrid, Spain, or at craftprize@loewe.es.

## **Intellectual Property of the Site**

The Website, and all material, elements and content included on the Website (including drawings, registered or non-registered designs, illustrations, photographs, sound tracks, written text, logos, computer code, graphics, patent rights, trademarks...) as well as the look and feel and the design of the Website are the exclusive property of LOEWE. The user cannot reproduce, copy, alter or modify by any means or process, except as expressly provided herein, totally or in part, or distribute, publish, transmit, create works deriving from or based on, modify or sell any such materials, elements and/or content contained therein.

The "LOEWE" trademark, the four L's logo, and all other brands and logos related to LOEWE, whether or not registered, displayed on the www.loewecraftprize.com site, as well as the domain name loewe.com and www. blogfundacionloewe.es, are and will remain the exclusive property of LOEWE. Any reproduction, copying, distribution, transmission, modification or use of these registered or unregistered trademarks for any purpose without prior express written agreement from LOEWE is prohibited.

The user may not remove any copyright, trademark or other proprietary notice contained in the Website, or any content contained therein. Subject to these Terms and Conditions, LOEWE grants the user a limited, revocable, non-sublicensable and non-transferable license to use the Website and the materials contained therein only for the user's personal, noncommercial use.

Notwithstanding the rights that may be applicable to specific individual content, the totality of the website's content, including programming, structure, organisation, cataloguing, indexing, presentation and design is the exclusive property of LOEWE and constitutes a protected database in accordance with international legislation and treaties governing intellectual property. Any reproduction, distribution, public disclosure or transformation is strictly forbidden unless otherwise indicated.

All third party content contained in the loewecraftprize.com website, including but not limited to texts, images, animations, multimedia files, programs or applications, brands,

trade names or patents are the exclusive property of the corresponding third party companies, organisations or individuals. The use of such content in this website includes, without limitation, said products and services, or references to them and their companies, and is authorized pursuant to the regulation regarding intellectual and industrial property. Downloading and making use of such content is governed by the rules or conditions established by the corresponding copyright holders.

The users are authorized to view, play back, print and download the website content subject to the following conditions:

- The use of the content must be compatible with the purpose of the website and must not damage the image and reputation of LOEWE, its clients or suppliers, or their products or services.
- The use of the content shall be for personal and private purposes only. In general, all use
  or exploitation for commercial or promotional purposes is strictly forbidden.
- The intellectual or industrial property rights of LOEWE –or of third party content copyright holders– must be respected.

Failure to comply with these conditions shall be considered an illegal activity, which may in turn give rise to the corresponding civil or criminal penalties pursuant to applicable legislation.

#### **Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Spain without regard to its conflicts of law provisions.

This website shall be regulated by the laws in Spain and shall be protected by Spanish legislation. In particular, this website shall be subject to the provisions of Act 34/2002 of 11 July concerning the information and e-commerce society as amended by Law 56/2007 of 28 December and Law 9/2014 of 9 May on Telecommunications.

The user agrees that the Spanish legislation shall be the only applicable legislation for all activity taking place in this website. All procedures, claims and disputes arising from the use of or activity in this website shall be settled by the Courts and Tribunals of Madrid, Spain.

LOEWE reserves the right to introduce any changes to these Terms and Conditions it deems appropriate. These changes will be disclosed in this Terms and Conditions Page.

#### **Privacy Policy**

This privacy policy describes our policies regarding the collection, use and disclosure of information on or through the Website. By visiting this Website, and/or using the services offered on or through this Website, the user agrees to the terms of this Privacy Policy as they may be amended from time to time. If the user does not agree with any term in this Privacy Policy, please do not use this Website. As LOEWE updates and expands its services, this Privacy Policy may change so check back to this page from time to time.

This Privacy Policy is incorporated by reference into, and part of, the Legal Terms of LOEWE of use, which governs the user's use of this Website. This Privacy Policy only

applies to Personal Information (as defined below) that LOEWE collects through this Website and the user's online interactions with LOEWE via email, online forms, or other online communications as well as Personal Information the user provides to us.

We may interact with the user on third party sites where LOEWE posts content or invites the user's feedback, such as Facebook or Twitter. This Privacy Policy does not cover the privacy policies of these third party websites. The user is responsible for viewing and abiding by the privacy policies and terms of use posted on these third party sites. See also "Links to Third Party Websites" below.

LOEWE does not knowingly collect or use any personally identifiable information from individuals under the age of 13. If LOEWE becomes aware that any such information has been provided or submitted to LOEWE, LOEWE will delete the information as soon as possible.

## **Data Protection**

In accordance with Spanish Organic Law 15/1999 regulating the Protection of Personal Information, LOEWE hereby informs the user that the data the user shares with LOEWE shall be included in a file that is owned by LOEWE, duly registered at the Spanish Data Protection Agency, for the purpose of communicating to the user cultural activities that the LOEWE FOUNDATION may sponsor or organize. In addition, LOEWE may send the user notices (for example, in the form of e-mails, mailings, and the like), and otherwise correspond with you, about products, services, companies and events, sponsored by LOEWE and others, that LOEWE thinks might interest the user.

For the participants in the LOEWE Craft Prize, the specific data protection clauses will be settled in the "Rules of Entry".

**Personal Information:** The user's privacy is important to LOEWE. Depending on how the user uses the Website, LOEWE may ask the user to share Personal Information with LOEWE. **"Personal Information"** includes, for example, the user's name; home and/or business address; e-mail address; telephone number; el DNI; birth day and demographic information and/or other information that may identify the user as an individual or allow online or offline contact with the user as an individual.

LOEWE will use the Personal Information the user provides to LOEWE Website in a number of different ways, including to: respond to the user's requests; anonymise and/or aggregate the user's Personal Information by combining it with other information; analyses user behaviour as a measure of interest in, and use of, our Website and e-mails, both on an individual basis and in the aggregate. LOEWE may also use the user's Personal Information to maintain our internal record keeping and/or share it with our affiliates (including, but not limited to, other companies within the LOEWE Group of companies) for internal marketing purposes.

The user's data shall be treated confidentially, applying all the legally established technical or organisational measures to avoid undue access, manipulation, or elimination. Therefore, unless the user has specifically given the consent, the user's personal information will not be disclosed to third parties unless legally compelled to do so. Nevertheless, the user may exercise the user's right to access, cancel, correct or object to the information contained in these files by contacting LOEWE at the addresses indicated in the Legal Notice.

When the user creates an account with www.loewecraftprize.com, or the user signs up for our Newsletter, the user will be asked to provide personal information to LOEWE. Our information collection and use policies with respect to such information are set forth in and subject to the Website's Privacy Policy which is a material part of these Terms and Conditions and is incorporated herein by reference. The user is responsible for keeping such information up to date and accurate.

The user may opt out of receiving such notices from LOEWE by following the instructions in the **"The user's Right to Opt In and/or Opt Out"** section below.

**Third-Party Offers:** LOEWE may provide visitors an opportunity to receive offers from other entities including affiliates who have services, products and offers that LOEWE thinks might be of interest to you. Unless the user elects not to receive such offers by following the instructions in the **user's Right to Opt In and/or Opt Out section** below, LOEWE may from time to time provide the user's Personal Information to these entities so that they may send the user these offers. If the user changes the user's mind and no longer wants LOEWE to share the user's Personal Information with these types of third parties, follow the instructions to opt out in the **user's Right to Opt In and/or Opt Out section** below.

**Service Providers:** LOEWE may use third-party companies to help operate our Website, perform functions on our behalf and/or deliver our products and services, and may share the user's information with its affiliates, service providers and other third parties that provide products or services for or through this Website or for its business. Examples include: Website or database hosting companies; address list hosting companies; removing repetitive information from, or otherwise correcting, customer lists; e-mail service providers; analytics companies; customer survey companies; marketing assistance; distribution companies; fulfilment companies; and other similar service providers that use such information on our behalf.

**Information from Other Sources:** Information that the user gives LOEWE may be combined with other personally identifiable information from third-party sources to make our marketing efforts more efficient and correct or supplement our records. Examples of other information LOEWE receives from third-party sources include updated delivery and address information, which LOEWE uses to correct and/or supplement our records.

**Aggregate Statistics:** LOEWE may disclose statistics, in the form of aggregate data, to third parties. This aggregate data may contain information regarding user behaviour as a measure of interest in, and use of, our Website and emails such as overall patterns or demographic reports. The aggregate data will not describe or identify any individual user.

**Legally Compelled Disclosures:** LOEWE may disclose user information to government authorities, and to other third parties when compelled to do so by government authorities or otherwise as required or permitted by law, including but not limited to in response to court orders and subpoenas. LOEWE also may disclose user information when LOEWE have reason to believe that someone is causing injury to or interference with our rights or property, other users of the Website, or anyone else that could be harmed by such activities. Additionally, LOEWE cooperates with law enforcement inquiries and other third parties to enforce laws, intellectual property rights and other rights.

**Business Transfer:** In the event that LOEWE is acquired by one or more third parties as a result of an acquisition, merger, sale, reorganisation, consolidation or liquidation, or if

LOEWE sell or otherwise transfer our assets or operations, Personal Information may be one of the transferred assets.

**Security:** While LOEWE will take reasonable precautions to protect the security and integrity of Personal Information provided to this Website, due to the inherent nature of the Internet as an open global communications vehicle, LOEWE cannot guarantee that information, during transmission through the Internet or while stored on our system or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. No security measures are perfect or impenetrable. The user can reduce these risks by using common sense security practices such as choosing a strong password, using different passwords for different websites, and using up to date antivirus software. LOEWE maintains physical, electronic and procedural safeguards to protect the user's personal information. We urge the user to protect the user's own privacy. LOEWE recommends that the user does not share the user's password with anyone or share the user's password in an unsolicited phone call or e-mail.

Unfortunately, despite all of our efforts, there is always a risk that third parties may unlawfully intercept transmissions. This reality is true of all Internet use. As a result, LOEWE cannot ensure the security of any information the user transmits, and the user transmits all information at the user's own risk.

If the user contacts LOEWE by e-mail or a "contact us" or similar feature on our Website, the user should be aware that the user's transmission might not be secure. A third party could view information the user sends by these methods in transit.

If the user chooses to become a registered user, the user is responsible for maintaining the strict confidentiality of the user's account password, and the user shall be responsible for any access to or use of the Website by the user or any person or entity using the user's password, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is the user's employee or agent. The user agrees to (a) immediately notify LOEWE of any unauthorized use of the user's password or account or any other breach of security, and (b) ensure that the user exits from the user's account at the end of each session. It is the user's responsibility to control the dissemination and use of the user's password, control access to and use of the user's account, and notify LOEWE when the user desires to cancel the user's account on this Website. LOEWE is not responsible or liable for any loss or damage arising from the user's failure to comply with this provision.

LOEWE will not be liable for disclosure of the user's information due to errors or unauthorized acts of third parties during or after transmission.

LOEWE recommends that the users change the user's password every three months. If the user is using a public computer (e.g. at a library), or a shared computer, LOEWE urges the user to log out of the user's account and our Website altogether, and quits the browser application before the user leaves the computer. This will help prevent others from accessing the user's account and any personal information.

In the unlikely event that LOEWE believes that the security of the user's Personal Information in our possession or control may have been compromised, LOEWE may seek to notify the user of that development. If a notification is appropriate, and to the extent LOEWE has the user's e-mail address, LOEWE may notify the user by e-mail. The user consents the use of e-mail as a means of such notification. **The user's Right to Opt In and/or Opt Out:** The user may have the right to "opt in" and/or "opt out" of certain of our uses of the user's Personal Information. The user may e-mail LOEWE at craftprize@loewe.es.

Please understand that if the user opts out of receiving promotional correspondence from LOEWE, LOEWE may still contact the user in connection with the user's relationship, activities, transactions and communications with LOEWE. Also, a request to have LOEWE stop sharing the user's Personal Information with other entities for marketing purposes will only apply as of the date of the user's request, and LOEWE will not be responsible for any communications that the user may receive from entities that received the user's Personal Information prior to such request. In these cases, please contact that entity directly.

**Changes to this Privacy Policy**: LOEWE reserves the right to change, revise or update this Privacy Policy, or any other of our policies or practices, at any time, and will notify users of this Website by posting such changed or updated Privacy Policy on this page. Any changes or updates will be effective immediately upon posting to this Website. Under certain circumstances, LOEWE may also elect to notify the user of changes or updates to our Privacy Policy by other means, such as posting a notice on the front page of our Website or by sending the user an e-mail.

**Contact LOEWE:** If the user has any questions or comments regarding our privacy practices, the user may contact LOEWE at craftprize@loewe.es.

#### Indemnification

The user agrees to defend, indemnify and hold LOEWE, its affiliates, and its directors, officers, employees and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from the user's use of the Website, the user's placement or transmission of any, content, information, software or other materials through the Website, or the user's breach or violation of the law or of these Terms and Conditions. LOEWE reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the user, and in such case, the user agrees to cooperate with LOEWE's defence of such claim.

#### **Exclusions and Limitations of Liability**

All content appearing in the website, including the opinions, comments, or reviews provided by third parties and appearing in different sections of the website, including forums, blogs or emails lists, are the exclusive property of their authors or representatives and do not necessarily reflect the point of view of LOEWE, its personnel or collaborators. LOEWE shall have the right to review the comments made in its blog prior to publishing them.

With regards to third party content, including, if applicable, hypertext links, the civil, penal or administrative liability of LOEWE shall be limited in accordance with the provisions set forth in Act 34/2002 of the 11th of July concerning the information and e-commerce society. As such, LOEWE shall not assume any responsibility unless the corresponding activities or information (1) have been declared illicit or damaging to the rights or interests of the third party by an official body or competent authority; (2) the legal resolution has

been expressly communicated or the removal or access to the information mandated and (3) the terms of such resolution have been violated.

LOEWE cannot guarantee the availability, reliability and correct working order of the contents for a specific purpose, or the absence of errors, viruses or other elements that may alter the user's hardware, software, documents or files. LOEWE is therefore released from all liability for any damage the user may suffer for this reason. However, if the user detects any of these problems, LOEWE kindly requests that such problems be communicated to LOEWE so that LOEWE may correct them as soon as possible.

Likewise, LOEWE does not guarantee the absence of website downtime or access to its content, or that said content be always up to date or completely correct and lacking inaccuracies. In any event, LOEWE hereby agrees to correct any content errors, lack of access owing to website downtime or inaccuracy as soon as possible.

In no event including but not limited to negligence, shall LOEWE, any of its affiliated companies or their directors, officers, employees, shareholders, agents or content or service providers (collectively the "the protected entities") be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from or directly or indirectly related to the use of, or the inability to use, the website or the content, material and functions related thereto, the services available on the website, the user's provision of information via the website, loss of business, or loss of sales, even if such protected entity has been advised of the possibility of such damages.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain users. In no event shall the protected entities be liable for or in connection with any content posted, transmitted, exchanged or received by or on behalf of any user or other person on or through the website.

In no event shall the total aggregate liability of the protected entities to the user for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from these terms and conditions or the user's use of the website, in the aggregate, the amount, if any, paid by the user to LOEWE for the user's use of the website.

#### **Prohibited Content**

The user shall not:

- Engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Website or for any services or features offered on or through the Website, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Website or the services offered on or through the Website, including, without limitation, any information residing on any server or database connected to the Website or any services offered on or through the Website;
- Obtain or attempt to obtain unauthorized access to computer systems, materials, information or any services made available on or through the Website through any means;

- Use the Website or the services made available on or through the Website in any manner with the intent to interrupt, damage, disable, overburden, impair the Website or such services, or interfere with any other party's use and enjoyment of the Website including, without limitation, sending mass unsolicited messages or "flooding" servers with requests;
- Use the Website or the Website's services or features in violation of LOEWE's or any third party's intellectual property or other proprietary or legal rights; or
- Use the Website or the Website's services in violation of any applicable law. The user further agree that the user may not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Website and the content, or make unauthorized use thereof. The user may not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Website.

# Links to and from the Website

If the user links from any other website to this Website, such link shall open in a new browser window or tab and shall link to the full version of the Website. The user is not permitted to use any linking method whereby the content is hosted by LOEWE but displayed on another web site (this practice is sometimes referred to as "in-line" linking). The user may not link from any other web site to this Website in any manner such that the Website, or any page of the Website, is "framed," surrounded or obfuscated by any third party content, materials or branding. LOEWE reserves all of our rights under the law to insist that any link to the Website be discontinued, and to revoke the user's right to link to the Website from any other website.

**Links to Third-Party Websites:** Links on this Website to any third-party website ("Linked Site") is provided solely as a convenience to you. If the user uses these links, the user will leave this Website. LOEWE is not obligated to review any Linked Site, do not control such Linked Sites, and is not responsible for any such Linked Sites (or the products, services, or content available through such site). LOEWE do not endorse or make any representations about any Linked Site, any information, software, products, services, or materials found there or any results that may be obtained from using such Linked Site. If the user decides to access any Linked Site, the user does so entirely at the user's own risk. The Linked Site may contain its own privacy policy and terms of use governing the collection and use of the user's information, and LOEWE are not responsible for the use of any information the user submits to the Linked Sites. The user is responsible for viewing and abiding by the privacy policies and terms of use posted on any Linked Site.

# Viruses, Hacking and Other Offenses

The user must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other content which is malicious or technologically harmful. The user must not attempt to gain unauthorized access to our Website, the server on which the Website is stored or any server, computer or database connected to our Website. The user must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

#### Termination

LOEWE may change, suspend or discontinue this Website at any time. LOEWE may restrict,

suspend or terminate the user's access to the Website and/or its services if LOEWE believes the user is in breach of our Terms and Conditions or applicable law, or for any other reason without notice or liability. LOEWE will revoke the Website use privileges of users who are repeat infringers of intellectual property rights.

#### Miscellaneous

Our failure to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give maximum effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect.

# Website Usage Information

**Cookies:** LOEWE may use "cookies" to keep, and sometimes track, information about you. Cookies are small data files that are stored on the user's computer's hard drive and can be used to collect information about where the user travels on our Website and what pages the user looks at and items the user purchases. They may store the information in the user's shopping cart, and/or the user's username and/or password. All of these purposes enable LOEWE to improve functionality and personalize the user's experience on LOEWE's Website.

The user can control how the user's browser handles cookies received from websites. The user can choose to refuse all cookies, or to be prompted before a cookie is saved to the user's hard drive, or to only accept cookies from certain websites that the user designates. By refusing to accept cookies from LOEWE, the user may not be able to use some of the features and functionality available on the Website.

For managing cookies and the user's choices, the configuration of each browser is different. Configuration is described in the help menu of the user's browser. For example, in Microsoft Internet Explorer 6.0 and above, the user may block cookies by taking the following steps:

- 1. Go to "Tools", then "Internet Options".
- 2. Click on the "Privacy" tab.
- 3. Use the cursor to select the level the user requires.

The user can also click on Advanced for specialized cookie treatment.

Instructions for blocking cookies in other browsers are available at http://www. allaboutcookies.org/manage-cookies/. For more information about managing cookies on the user's mobile device, go to http://www.allaboutcookies.org/mobile/.

**Clear GIFs:** LOEWE may use "clear GIFs" (aka "Web beacons" or "pixel tags") or similar technologies, in the Website and/or in our communications with the user to enable LOEWE to know whether the user has visited a Web page or received a message. A clear GIF is typically a one-pixel, transparent image (although it can be a visible image as well), located

on a Web page or in an e-mail that communicates to LOEWE whether the user viewed an email that LOEWE sent the user or visited a certain page on our Website. A clear GIF may enable LOEWE to relate the user's viewing or receipt of a Web page or message to other information about you, including the user's Personal Information.

**IP Address and Clickstream Data:** LOEWE's server automatically collects data about the user's server's Internet address when the user visits LOEWE. This information, known as an Internet Protocol address, or IP Address, is a number that's automatically assigned to the user's computer by the user's Internet service provider whenever the user is on the Internet. When the user requests pages from our Website, our servers may log the user's IP Address and sometimes the user's domain name. Our server may also record the referring page that linked the user to LOEWE (e.g., another Website or a search engine); the pages the user visits on this Website; the Website the user visits after this Website; the ads the user sees and/or clicks on; other information about the type of Web browser, computer, platform, related software and settings the user is using; any search terms the user has entered on this Website or a referral site; and other Web usage activity and data logged by our Web servers. LOEWE uses this information for internal system administration, to help diagnose problems with our server, and to administer our Website. Such information may also be used to gather broad demographic information, such as country of origin and internet service provider.

**Third Party Ad Servers:** LOEWE may use the services of one or more third party advertising companies. If LOEWE does, these third party advertising companies may also collect information from the user's activities on the Website as well as other sites for the purpose of providing advertisements and other content that is customized to the user's interests and preferences. This means that LOEWE's ads may appear on participating web sites based upon the user's browsing activity. To allow LOEWE to offer its customers streamlined ordering and other useful features, LOEWE may use and allow LOEWE's third party advertising companies to use the technologies listed above and other similar technologies.

Google Analytics: LOEWE may use Google Analytics to collect information about use of this Website. Google Analytics collects information such as how often the user visits this Website, what pages the user visits when the user does so, and what other websites the user used prior to coming to this Website. Google Analytics collects only the IP address assigned to the user on the date the user visits this Website, rather than the user's name or other identifying information. LOEWE does not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on the user's web browser to identify the user as a unique user the next time the user visits this Website, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about the user's visits to this Website is restricted by the Google Analytics Terms of Use and the Google Privacy Policy, and LOEWE encourages the user to read those Terms of use and Privacy Policy. LOEWE reserves the right to use other analytical tools to collect the same types of information described above. The user can prevent Google Analytics or other analytical tools from recognizing the user on return visits to this Website by disabling cookies on the user's browser (see the "Cookies" section above).

**Mobile Devices:** The user may be visiting our Website from the user's mobile device. Certain mobile service providers uniquely identify mobile devices and LOEWE or LOEWE's third-party service providers may receive such information if the user accesses the Website through mobile devices. Some features of the Website may allow for the collection of mobile phone numbers and LOEWE may associate that phone number to mobile device identification information. Furthermore, some mobile phone service providers operate systems that pinpoint the physical location of devices that use their service. Depending on the provider, LOEWE or our third-party service providers may receive this information.

Any or all of these activities with regard to Website usage Information may be performed on LOEWE's behalf by our services providers.