



## Online Poll Terms & Conditions

**Void where prohibited or otherwise restricted by applicable law.**

**LAUREUS WORLD SPORTS AWARDS BEST SPORTING MOMENTS ONLINE POLL (the “Online Poll”) begins on 2 January 2018 at 13:01 GMT and ends on 26 February 2018 at 23.59:59 GMT (the “Voting Period”) subject to these Terms & Conditions.**

**PROMOTER:** Laureus World Sports Awards Limited whose registered office is at 15 Hill Street, London, W1J 5QT.

The Promoter is responsible for this Online Poll. It is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook or Twitter, whom shall have no liabilities or obligations whatsoever under these Terms and Conditions.

The Promoter may suspend, withdraw or re-set these Terms and Conditions and/or may change the times for voting, (including but not limited to changing the Voting Period) in their sole discretion at any time. Details of any changes will be posted on [www.mylaureus.com](http://www.mylaureus.com).

**VOTING ELIGIBILITY:** This **Online Poll** is open to individuals, who at the time of entry **[1]** are at least 18 years of age or the age of majority in their state, province or country of residence, **[2]** possess the legal capacity to enter into contract, and **[3]** have a valid email account (“**you**” or “**Voter**”). Employees, officers, directors and agents of Promoter and/or Laureus Sport for Good Foundation, their associated companies, professional advisors, advertising and promotions agencies, as well as members of such employees’ and agents’ immediate families (spouses, and parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same household with such employees and agents, whether or not related, can vote for their best sporting moment in accordance with the voting instructions below. By entering this Online Poll, you agree that you have read, understand and agree to be bound by these official rules (“**Rules**”). Promoter reserves the right to disqualify anybody that it believes is ineligible to vote.

The Online Poll is free to enter.

**TERRITORIES:** This Online Poll is open to all Voters who satisfy the eligibility criteria set out in these Rules, subject to a Voter satisfying themselves that entry in this Online Poll is permissible and/or legal in their country of residence.

**HOW TO VOTE:** Between at 13:01 GMT on 2 January 2018 and 23.59:59 GMT on 26 February 2018 (the “**Voting Period**”):

- (i) Visit the [www.mylaureus.com](http://www.mylaureus.com) website;
- (ii) Input your contact details; and
- (iii) Vote for your best sporting moment of 2017 from the five available options.

Votes must be received during the Voting Period, after which they will not be accepted. An eligible Voter may vote once only. In the event of a dispute as to the identity of a Voter, the authorized account holder of the email account will be deemed to be the Voter. “Authorized account holder” of an email account is the natural person in whose name the e-mail address

associated with the email account has been issued. If a dispute cannot be resolved, the Vote will be deemed ineligible. Use of automated devices are not valid for Voting.

**Determination of Winner of the Best Sporting Moment of 2017 Online Poll:** The winner of the Best Sporting Moment will be the Best Sporting Moment with the most Votes at the end of the Voting Period. In the event of an equal tie in the number of Votes, the winner of the Online Poll will be chosen by the Chairman of the Laureus Sport for Good Academy, whose decision shall be final. You are eligible to vote once in the Online Poll subject to the relevant Rules. The winner of the Online Poll will be announced by the Promoter and published on the [www.mylaureus.com](http://www.mylaureus.com). Website and otherwise at the sole discretion of the Promoter.

**Limitations:** Use of any automated system to vote as determined by Promoter in its sole judgment is prohibited and will result in disqualification at Promoter's sole discretion. Promoter, its affiliates, and their associated companies, subsidiaries, affiliates, directors, officers, employees, agents, professional advisors, and their advertising and promotions agencies ("**Releasees**") will not accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission or mail delivery, communications-line failure, theft, destruction, alteration of, or unauthorized access to votes, or votes that are altered, delayed, deleted, destroyed, forged, fraudulent, illegible, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, late, lost, misdirected, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Rules; or for lost, interrupted or unavailable network, server or other connections; viruses; bugs; miscommunications; failed phone, computer hardware or software or telephone transmissions; technical failures; unauthorized human intervention; traffic congestion; garbled or jumbled transmissions; undeliverable emails resulting from any form of active or passive email filtering; insufficient space in Voter's email account to receive email; or other errors of any kind, whether due to electronic, human, mechanical, printing, production or technical errors or other causes; even if caused by the negligence of any of the Releasees.

**GENERAL CONDITIONS:** By entering this Online Poll a Voter agrees, represents and warrants that: **[1]** they meet the eligibility requirements of the Online Poll as detailed in these Rules and that all personal information they submit to Promoter is true, complete and accurate in all respects; **[2]** they will be bound by the Rules and Promoter's decisions regarding the Online Poll, which shall be final in all respects; **[3]** their Vote becomes Promoter's sole property and will not be acknowledged or returned; **[4]** they release and hold harmless Releasees from any and all liability for any claims, costs, injuries, losses or damages of any kind directly or indirectly caused by their participation, including participation in the Online Poll or any Online Poll-related activity or travel or from any interaction with, or downloading of, computer Online Poll information, the unauthorized or illegal access to personally identifiable or sensitive information or the awarding, delivery, acceptance, possession, use, or misuse of the Prize, including without limitation, death and bodily injury; **[5]** the Releasees do not make any representation, warranty or guarantee, express or implied, relating to any Online Poll or the Prize and cannot be held responsible in the event that an Entry is not included in the draw for any reason; **[6]** in the event viruses, bugs, voting manipulation, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond Promoter's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper running of the Online Poll, so that it cannot be conducted as originally planned, Promoter has the right, in its sole discretion, to modify the Rules or to modify or suspend such Online Poll; and in such event, to select a winner by such method as Promoter in its sole discretion shall consider equitable; **[7]** the Releasees are not responsible for errors in the offer or administration of the Online Poll, including but not limited to: errors in the advertising, Rules and selection and announcement of the winner; **[8]** neither Releasees nor any service providers are responsible for incorrect or inaccurate transcription of Voter information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or

malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Online Poll; and [9] Releasees will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the Online Poll. **CAUTION: ANY ATTEMPT BY AN VOTER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS ONLINE POLL, TAMPER WITH THE VOTING PROCESS, OR OTHERWISE UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF THE ONLINE POLL WILL BE A VIOLATION OF THESE RULES, RESULTING IN THE IMMEDIATE DISQUALIFICATION OF THAT VOTER.**

**Governing Law; Disputes:** These Rules shall be governed and construed in accordance with the laws of England and Wales and will be interpreted in accordance with English substantive law. In the event of any dispute regarding the Rules, entry instructions, results and all other matters relating to the Online Poll, Promoter's decision shall be final and no correspondence or discussion shall be entered into.

**Data Protection and Privacy Policy:** Promoter will collect/process Voter details (name and email address) in connection with this Online Poll and will store said information in accordance with applicable data protection laws. IP addresses of Voters having participated in the Online Poll will also be collected solely for the purpose of preventing fraud in connection with the Online Poll. Where a Voter has consented, the Promoter and/or Laureus Sport for Good Foundation may add the Voter's details to their database in order to contact them in the future about Best Sporting Moments future Online Polls and Laureus related activities in which you may be interested. The Promoter and/or Laureus Sport for Good Foundation will not otherwise process your personal data for marketing purposes without your prior consent. Other than as stated in these Rules, any personal data relating to Voters obtained by the Promoter as part of this Online Poll will be used solely in accordance with the Promoter's Privacy Policy set out below. For any requests, questions or complaints about processing of personal data please contact [data.protection@laureus.com](mailto:data.protection@laureus.com).

**Miscellaneous:** Any provisions in these Rules found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions. Any such invalid or unenforceable provision shall be replaced by the parties by such valid and enforceable provision that corresponds as closely as possible to the original intent of the invalid or unenforceable provision.



## **Privacy Policy**

### **About Laureus World Sports Awards Limited (“Laureus”) and this Privacy Policy**

Laureus has its registered offices at 15 Hill Street, London, W1J5QT, United Kingdom. In this Privacy Policy, we use the term Laureus (and "we", "us" and "our") to refer to the head office of Laureus at the registered address above

Please take a moment to read the following policy which explains how we collect, use, disclose and transfer the personal information that you provide to us in voting for your best sporting moment of 2017 in the Online Poll subject to the terms and conditions attached.

We may make changes from time to time so please check back regularly to keep informed of updates.

### **Information you provide to us and how we use it**

To vote for your best sporting moment of 2017 you will be asked to submit personal information about yourself (including your name and e-mail address). We will collect and process this data about you with your consent which must be freely given, specific and fully informed, which we request as part of voting process. We will also provide you with any further information you have requested about us, and with your consent, about Laureus Sport for Good Foundation, or our partners Mercedes Benz, IWC Schaffhausen and Montblanc.

We also collect certain information automatically about visitors to our Platform, described in the section headed "Cookies and other information that we automatically collect", below.

### **We will use the information we collect from you to:**

- deal with your enquiries and requests;
- send communications, including announcements and administrative messages;
- provide you with updates on Best Sporting Moments;
- announce events relating to us and to Laureus Sport for Good Foundation;
- conduct market research so that we can continuously improve the information we provide to you;
- prevent fraud and other prohibited or illegal activities; and
- understand how our Platform is used so that we can continuously improve our Platform and offerings.

### **Cookies and other information that we automatically collect**

Like most Platforms, Laureus logs IP addresses and uses cookies and similar technologies that allow us to recognise you and to customise your experience, and provide us with information about the way our Platform visitors access our Platform. You can find out more about how we use cookies and related technologies below.

### **What is a cookie?**

Cookies are text files containing small amounts of information which are downloaded to your computer or mobile device when you visit a website or mobile application and are used to recognise your computer when it returns to a website or mobile application it has visited previously. Cookies are widely used in order to make platforms work, or to work more efficiently, as well as to provide information to the owners of the platform.

We use cookies to enhance the online experience of our visitors (for example, by remembering your language or preferences) and to better understand how our Platform is used. Cookies may tell us, for example, whether you have visited our Platform before or whether you are a new visitor. They can also help to ensure that adverts you see online are more relevant to you and your interests.

There are two broad categories of cookies:

- **First party cookies**, served directly by Laureus to your computer or mobile device. They are used only by Laureus to recognise your computer or mobile device when it revisits our Platform.
- **Third party cookies**, which are served by a service provider on our Platform, and can be used by the service provider to recognise your computer or mobile device when it visits other platforms. Third party cookies are most commonly used for platform analytics or advertising purposes.

Cookies can remain on your computer or mobile device for different periods of time. Some cookies are 'session cookies', meaning that they exist only while your browser is open. These are deleted automatically once you close your browser. Other cookies are 'permanent cookies', meaning that they survive after your browser is closed. They can be used to recognise your computer or mobile device when you open your browser and browse the Internet again.

### **What cookies may Laureus use?**

The Platform serves only the following types of cookies to your computer or mobile device:

<b>Type of Cookie</b>	<b>Purpose</b>
<b>Cookies necessary for essential purposes</b>	These cookies are essential to provide you with services available through this Platform and to use some of its features, such as access to secure areas. Without these cookies, services you have asked for, like secure login accounts, would not be possible.
<b>Functionality Cookies</b>	These cookies serve a variety of purposes related to the presentation, performance and functionality of this Platform. Their overall purpose, however, is to enhance visitors' experience and enjoyment of this Platform. For example, some of these cookies enable visitors to specify language or other platform preferences.
<b>Analytics Cookies</b>	<p>These cookies are used to collect information about how visitors use our Platform.</p> <p>The information gathered does not identify any individual visitor and is aggregated. It includes the number of visitors to our Platform, the platforms that referred them to our Platform and the pages that they visited on our Platform.</p> <p>We use this information to help run our Platform more efficiently, to gather broad demographic information and to monitor the level of activity on our</p>

	Platform.
<b>Advertising Cookies</b>	<p>When you visit our Platform or click on advertisements or promotional areas on the Platform these cookies are used to deliver adverts more relevant to you and your interests. They are also used to limit the number of times you see an advertisement as well as help to evaluate the effectiveness of advertising and promotion.</p> <p>They are usually placed by advertising networks with our permission. They remember that you have visited a platform and this information is shared with other organisations such as advertisers.</p>
<b>Content sharing and social networking cookies</b>	These cookies enable users to share pages and content through third party social networking and other platforms. The companies that serve these cookies may also use your information to serve targeted advertising on other platforms.

***How to control or delete cookies***

You have the right to choose whether or not to accept cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse cookies you may not be able to use the full functionality of our Platform.

You can set your cookie preferences by changing your browser settings so that cookies from this Platform cannot be placed on your computer or mobile device. In order to do this, follow the instructions provided by your browser (usually located within the “Help”, “Tools” or “Edit” facility).

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit [www.allaboutcookies.org](http://www.allaboutcookies.org) and [www.youronlinechoices.eu](http://www.youronlinechoices.eu).]

***IP addresses***

We may collect information about your computer or mobile device, including where available your IP address, operating system, log in times and browser type. We use this information to better understand how visitors use our Platform and for internal reporting purposes. We may anonymise and share this information with advertisers, sponsors or other businesses.

**Sharing your information**

We do not rent, sell or share personal information about you with other people or non-affiliated companies outside Laureus group except under the following circumstances:

- to third party providers, who provide services on our behalf in respect of our website, which includes mylaureus.com and the running of the Best Sporting Moments Online Poll and which may include online and other payments, processing credit card transactions and handling credit checks and fraud prevention; and
- we may disclose your personal information to any law enforcement agency, court, regulator, government authority or other third party where we believe this is necessary to comply with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party.

## **International Transfers**

Information we collect may be transferred to, stored and processed in any country or territory where one or more of our affiliated group companies or third party service providers are located or maintain facilities. While other territories may not have the same standards of data protection as those within your home country, we will continue to protect the personal information we transfer in accordance with this Privacy Policy.

## **Protecting your information**

We want you to feel confident about using our Platform, and we are committed to protecting the personal information we collect. We limit access to personal information about you to employees and selected suppliers who reasonably need access to it, to provide services to you or in order to do their jobs. We have appropriate technical and organisational physical, electronic, and procedural safeguards to protect the personal information that you provide to us against unauthorised or unlawful processing and against accidental loss, damage or destruction.

## **How to edit, delete or access your personal information**

You have the right to ask for a copy of any personal information that we hold about you in our records, to correct any inaccuracies and to update any out-of-date information. You may revoke the consent that you have given to us at any time by contacting us on the email address set out below. You can also ask us not to send you direct marketing communications. If you wish to exercise any of these rights, or wish to object to our use of your personal data, please write to us at the address listed below.

## **Updates to this Privacy Policy**

From time to time we may update this Privacy Policy. When we do we will publish the changes on this Platform. If you do not agree to these changes, please do not continue to use the Platform. If material changes are made to this Privacy Policy, we will notify you if appropriate or We will place a prominent notice on the Platform.

## **Contact us**

If you have any questions, comments or complaints about this Privacy Policy, or privacy matters generally, please contact us at the address provided below. You can also use this address if you wish to request a copy of the personal data we hold about you.

### **Data Protection**

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