



## TERMS AND CONDITIONS OF THE GIVEAWAY “ SOCIAL CONTEST ATALANTA and PLUS500”

The giveaway will take place according to the terms and conditions contained in the following paragraphs:

### Paragraph 1. Promoter

The company indicting this giveaway is **Atalanta Bergamasca Calcio S.p.A.**, company under the laws of Italy, subject to the direction and control of Odissea S.r.l., having its registered office at Bergamo, via Paglia 1/D, Italy, and its operational offices at Ciserano - Zingonia (BG), Corso Europa 46, Italy, fiscal code no. 80000130163, Vat no. 00699780169 (hereinafter “Atalanta”).

### Paragraph 2. Type of event

Giveaway of minimal value, and therefore not subject to the Italian decree DPR of 26 October 2001 no.430.

### Parwagraph 3. Duration

This event takes place from 16 March 2021 till 17 March 2021 including the selection which will take place within 19 March 2021.

### Paragraph 4. Territory

Worldwide.

### Paragraph 5. Participation to the Event

In order to participate to this event, any participant must accept unconditionally and totally the terms and conditions contained in this document, without any limitation. The participation to this event is totally free.

Each participant must comment on the social post relating to the contest published by Atalanta on the official social channels of the company Facebook and Instagram (<https://www.instagram.com/atalantabc/> and <https://www.facebook.com/atalantabc>) tagging an adult friend and liking the aforementioned official pages of Atalanta, facebook and instagram of Plus500 (<https://www.instagram.com/plus500/> <https://www.facebook.com/Plus500IT> ).

It will be at the sole discretion of Atalanta to choose the only winning comment (for both social platforms: a winning comment for social Facebook and a winning comment for social Instagram) of the contest by random drawing of the comments

Atalanta has the possibility to organize, also during the duration of this event, any other event, the participation to which could be alternative to the participation to this event.

### Paragraph 6. Participants

All natural persons of age residing in Italy and abroad registered on the Facebook and Instagram websites



## Paragraph 7. Giveaway

The giveaway is an autographed photograph of Atalanta's first team.

## Paragraph 8. Pick up of the Giveaway

The prize will be sent by courier from Atalanta to the address and references communicated by the winner with shipping costs to be paid by Atalanta.

## Paragraph 9. Publicity

This event is promoted in the following ways:

- Atalanta Website
- Social Network (Facebook – Instagram)

## Paragraph 10. Publicity of these Terms and Conditions

These Terms and Conditions are visible at the following link: [www.atalanta.it/en/news/contest-atalanta-plus-500](http://www.atalanta.it/en/news/contest-atalanta-plus-500).

## Paragraph 11. Changes to these Terms and Conditions or to the Event or its termination

Atalanta, save for the application of articles 1989, 1990 and 1991 of the Italian Civil Code, has the right, at any time and at its sole discretion, to modify these Terms and Conditions in whole or in part, provided that any right already acquired by any person is not breached, even minimally.

Any modification will be made publicly known in the same ways that these Terms and Conditions are made known.

Furthermore Atalanta reserves the right to shorten, prolong, suspend or annul this event, at any time in case of a force majeure event which would render the continuation of this event impossible or particularly difficult. Atalanta will notify any such case in the same ways that these Terms and Conditions are make known.

## Paragraph 12. Value of the Giveaways and deposit.

The total amount of the giveaways is zero, therefore this event is not subject to the Italian Decree D.P.R. no. 430 of 26 October 2001.

## Paragraph 13. Miscellanea

Atalanta at its sole discretion has the possibility to:

- Publish the data and writings of the winners and of the participants;
- Ask to the winners and to the participants any document necessary to check their identity. Should such documents not be given within 5 days from their request, the respective participants could be excluded;
- Make any controls, with the possibility to exclude participants or winners or writings, should Atalanta discover any difformities, breaches to these Terms and Conditions or of the applicable laws and regulations, the use of instruments or modalities deemed suspect, fraudulent or in breach of the usual performance of the event, and consequently exclude participants which do not comply with the rules, eventually invalidating any winnings;



- Limit and block, in the ways deemed more appropriate and in compliance to the applicable laws and regulations, any action to get around these Terms and Conditions.

Atalanta is not liable for:

- The notice of the winning and/or any other notice being lost or undelivered to the winners or any participant due to any wrong information, information not updated, wrong or non existent e-mails, not available or inserted in a black-list, or full or disabled mailboxes, servers not reachable, or antispam filters;
- Problems of access, or any problem regarding technical instruments, computers, telephones, cables, electronics, software or hardware, transmission, connectivity, Internet access, antivirus, antispam, firewall or any postal error or other failure, outside the control of Atalanta.
- Failure to deliver the prize to the winner for reasons not directly attributable to Atalanta

We specify that:

- By participating to the event you accept unconditionally and totally these terms and conditions without exception.
- The giveaway cannot be substituted or converted in cash, nor changed with any other prize, not even by paying any sum. Should the giveaway not be available, Atalanta may substitute it with a giveaway of the same value and, if possible, with similar characteristics.
- The costs for electricity and the connectivity to the Internet are at the participants charge and depend on the tariffs by them subscribed.

By participating to this event the participants guarantee to possess the rights to dispose of the writings and other content by them published or transmitted.

Writings and other content which are in contrast to laws and regulations, are of bad taste or are deemed vulgar, obscene, offensive, or which might harm others sensibility, or which might be deemed racist, inciting to hate or violence or deemed false, inexact, misleading, fraudulent, or which demand or might suggest the giving of compensation, or in any way which might breach the rights of third parties, or of any intellectual property, or which might constitute a direct or indirect publicity of any commercial activity or any argument different from the event may be excluded from the event at Atalanta's sole discretion.

Furthermore, by participating to the event, all participants freely grant to Atalanta any right, without exclusion, to use the content by them published in any way and by any means, worldwide and for the maximum time according to the applicable laws regarding intellectual property and copyright.

All such rights are granted to Atalanta simply by publishing the content, without any obligation due by Atalanta.

For such purpose the participants give to Atalanta a full guarantee and shall hold Atalanta fully indemnified and harmless in case of any pretense, claim, or action even by third parties. In fact the content must not contain any publicity, direct, indirect,



implicit or other which might breach the rights of third parties, or which might breach the applicable laws and regulations.

#### **Paragraph 14. Applicable Laws**

The laws of the European Union and of Italy.