



## Online Poll Terms & Conditions

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

**LAUREUS SPORTING MOMENTS ONLINE POLL (the "Online Poll") for December 2018 begins on 3 December 2018 at 13:00 GMT and ends on 7 January 2019 at 12.59 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 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 **13:00 GMT on 3 December 2018 and 12.59 GMT on 7 January 2019** (the "**Voting Period**"):

- (i) Visit the [www.mylaureus.com](http://www.mylaureus.com) website;
- (ii) Input your contact details; and
- (iii) Vote for your sporting moment for December 2018 from the four 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 December Laureus Sporting Moment Online Poll:** The winner of the December Sporting Moment will be the 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 December Online Poll will be chosen by the Chairman of the Laureus Sport for Good Academy, whose decision shall be final. Laureus may show the positions of the nominees throughout the Voting Period (eg "1st, 2nd 3rd" etc or the percentage of votes cast) but Laureus may remove these at any point during the Voting Period so that the votes can be checked and verified by the compliance team.

The winner of the December Online Poll will become a nominee for the Laureus Sporting Moment of 2018 which will be selected by public vote. Further nominees will be selected by regular online polls in 2018. The Laureus Sporting Moment of 2018 may include Sporting Moments from the period 1 November 2017 to 31 October 2018 or from such other period as the Promoter may determine. Details of these online polls will be available on [www.mylaureus.com](http://www.mylaureus.com). You are eligible to vote once in each online poll subject to the relevant Rules. The winner of the December 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 and process Voter details (name, email and IP address) in connection with this Online Poll and will store said information in accordance with applicable data protection laws for the purposes of verifying the Vote and to prevent 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 the result of this month's Poll and about 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 or to opt-out 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 sporting moment of 2018 in the Online Poll subject to the terms and conditions attached.

We may make changes to this Privacy Policy. When we do, we will publish the changes on this platform.

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

To vote for your sporting moment of 2018 you will be asked to register with us and to submit personal information about yourself (including your name, e-mail and IP address). We collect this personal information for the purposes of verifying the sporting moment vote and to prevent fraud.

We will only 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, MUFG, Allianz and Montblanc.

If you choose to interact with us via a social media platform or other third party service, we will collect the information you have provided to us through the platform.

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, newsletters and administrative messages;
- provide you with updates on Sporting Moments;
- announce events relating to us and to Laureus Sport for Good Foundation;
- Send you marketing communications (including e-mails and social media audience matching) relating to us and other third party partners and that we think may be of interest to you where we have a legitimate basis to do so (please see the “Your choices” section below for further information about how you can control these updates
- 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.

We may process your personal information on the basis of your consent where you have agreed to a particular use of your information. You may withdraw that consent at any time (for example, for us to send you marketing communications) by contacting us (see the section headed “Contact us” below or by unsubscribing from email communications).

We may also process your information where this is necessary for the performance of a contract with you or where it is necessary for our legitimate interests of operating, protecting and improving our business unless those legitimate interests are overridden by your interests or fundamental rights or freedoms.

### **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 as you move between pages on a website or when you return to a website or mobile application you have 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 and/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. LAureus uses both session and permanent cookies on its platform.

## 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>Functional 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>Performance Cookies</b>	These cookies are used to collect information about how visitors use our Platform. 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. 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 Platform.
<b>Advertising Cookies</b>	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. 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.
<b>Social 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**

We use non-essential cookies on the basis of your consent. You have the right to withdraw that consent and refuse the use of cookies at any time 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). If you would like to learn more, please visit <http://www.aboutads.info/choices/>. More detail on how businesses use cookies is available at [www.allaboutcookies.org](http://www.allaboutcookies.org). We are not responsible for effectiveness of or compliance with any third parties’ opt-out options.

### **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.

### **Location services**

Some of the services that we provide are able to use information about your location. For these services, which are typically available on mobile devices or applications, you are provided with the opportunity to provide your consent to the use of location services, which, for example, process information deriving from GPS, sensors, beacons or Wi-Fi access points in order to allow you to benefit from a more personalised service. Your device will have settings that allow you to turn off these services should you no longer wish to benefit from them.

### **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 our third party providers (Mach2Media Global Ltd, Mobile Peak GmbH, Rackspace Limited, Fascinate Limited and Digital Innovation Group Limited ), who provide services on our behalf in respect of our website and newsletter, which includes mylaureus.com and the running of the Sporting Moments Online Poll ; 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**

We have implemented standard contractual clauses to ensure adequate safeguards are in place to protect your information where it is transferred to our affiliated companies in territories outside the European Economic Area and Switzerland. Where we share your information with a third party service provider outside of the European Economic Area and Switzerland (as detailed in the section entitled Sharing your information), we contractually oblige the third party service provider to implement adequate safeguards to protect your information

### **Retaining Your Information**

We keep your information for only as long as is necessary for our purposes, and in particular to protect ourselves in the event of a legal claim (for example, information relating to any contract with you will be kept for the lifetime of the contract and up to ten years after). After this period it will be deleted or in some cases anonymised. Where we sought your consent to process your personal information and we have no other lawful basis to continue with that processing, if you subsequently withdraw your consent we will delete your personal information.

If you request that we no longer send you direct marketing communications, we will keep a record of your request and contact details to ensure that your request is respected.

### **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.

### **Your Choices**

You have the right to ask for access to any personal information that we hold about you in our records, to correct any inaccuracies and to update any out-of-date information. In some circumstances, you have the right to request the erasure of your personal information or a restriction of its use.

You have the right to object to us processing your personal information in some cases. In particular, you can ask us to stop sending you direct marketing communications at any time (however please note that we may continue to send you service-related (i.e. non-marketing) communications. If you wish to exercise any of these rights, please write to us at the address listed below.

You may unsubscribe from e-mail marketing communications at any time by e-mailing the address below in the section headed "Contact us" or clicking on the 'unsubscribe' link in any Laureus marketing e-mails.

If you have a concern about how we use your information, as a first step please contact us using the details set out below and we will do our best to resolve your concern. After investigating your concern, we will respond to you in writing within a reasonable time setting out our proposed remedial action.



If you think we have processed your personal information in a manner which is unlawful or breaches your rights you also have the right to complain to the Information Commissioner in the UK or a relevant European Data Protection Authority in your place of residence or work, or the jurisdiction in which the processing took place.

### ***Children***

The Platform is not directed at anyone who we know to be under the age of 18, nor do we collect any personal information from anyone who we know to be under the age of 18. If you are under the age of 18, you should not use the Platform and should not submit any personal information to us unless this is via your parent or guardian.

### **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 may 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 access to the personal information we hold about you or to unsubscribe from any further email marketing communications.

Data Protection  
Laureus World Sports Awards Limited  
15 Hill Street  
London  
W1J 5QT

Email: [data.protection@laureus.com](mailto:data.protection@laureus.com)

Last updated: December 2018