



# Terms and conditions for the MasterChef Junior 11 contest in collaboration with BBVA

May 2024

## NAME OF THE CONTEST

The contest called BBVA-MASTERCHEF JUNIOR (hereinafter the CONTEST) is being organized by SHINE IBERIA, S.L.U (hereinafter SHINE IBERIA), with registered address at C/ Mira Ceti nº1, 28023 Madrid and Tax ID B-86122769. The contest will take place on a specific landing page that will be hosted on the BBVA website.

## RULES APPLICABLE TO THE CONTEST

The contest is governed by these specific rules, available at the address <https://www.bbva.es>.

Participation by any of the means provided for in these rules implies unconditional acceptance thereof.

SHINE IBERIA reserves the right to expel any contestant who does not abide by the terms and conditions at any time during the process or the CONTEST.

## PURPOSE OF THE CONTEST

The purpose of the CONTEST is to award **three direct passes to the in-person casting for the program MasterChef Junior 11, and ten free places at the MasterChef Camps, to be used during the current year.**

## DURATION OF THE CONTEST SELECTION PROCESS

The CONTEST process will take place from June 3, 2024 to June 30, 2024.

## CONTEST FORMAT

Participants in the contest will have to replicate one of the three recipes hosted on the MasterChef World app. Their legal representatives will upload them in photo format to their own Instagram profiles with the hashtag **#BBVAyMCJunior and mentioning @bbva\_espana and @masterchef\_es.**

The contest will be conducted by means of a *landing page* hosted on the official BBVA website. The legal representative of each participant will have to fill in a form and accept the terms and conditions for taking part in the contest on this page. The form will ask for a contact phone number, the email address of the child's legal representative, as well as the first name and both surnames of the parents and/or people who have parental authority and/or their legal representatives, and the Instagram profile with the photo of the replicated recipe [the BBVA and MasterChef profiles will also be mentioned using the hashtag #BBVAyMCJunior].

The CONTEST winners will be selected by the SHINE IBERIA casting team, as well as SHINE IBERIA Commercial Department executives.



For the direct passes to the in-person *casting*, SHINE IBERIA will contact the winners and explain how to attend the in-person casting. With regards to the final selection of children taking part in the television program, the winners of the three direct passes to the season's in-person *casting* through the CONTEST will not enjoy any other advantage over children attending the same in-person casting through the usual procedure.

For the MasterChef Camps, each winner will receive a 100% discount code to redeem for a one-week place at one of the camps available on the date of exchange (the prize does not include transportation of the winner and/or their relatives to or from the camp's location).

## **TERMS OF PARTICIPATION**

### **1. For the contest for the three direct passes to the in-person casting:**

Any individual between 8 and 12 years of age may take part (only applications from children who have reached eight years of age before September 1, 2024 and those who have not reached thirteen before October 15, 2024 will be considered). It is an essential requirement for participation that these children have the permission of their parents or guardians or, where applicable, those with parental authority or legal representation. These adults will sign the corresponding consent forms for this participation, and they will expressly abide by these Rules of Participation on behalf of the children.

The candidates (children) must legally reside in Spain and have a valid DNI or passport if they are Spanish, or an NIE and a valid residence permit (during and until the end of the CONTEST) if not Spanish.

Children whose parents/guardians or people with parental authority are involved in arranging the CONTEST may not take part, nor children whose parents/guardians or people with parental authority or legal representation are employees of SHINE IBERIA or BBVA, or the service providers or other people with a direct or indirect role in organizing the CONTEST, and their relatives up to the second degree by blood or marriage. If children have been assisted by anyone who is explicitly prohibited from taking part, with one of the relationships mentioned herein, their participation in the contest may be invalidated.

In order to ensure equal opportunities among the contestants, SHINE IBERIA reserves the right to reject any child (candidate/contestant) who does not meet the established requirements, or whose participation is a disproportionate or clear advantage over the other children.

### **1.1 Assignment of rights with regards to participation in the in-person casting:**

By accepting these terms and conditions, parents/guardians and people with parental authority and legal representatives of the children (participants and/or contestants) give their express consent that the CHANNEL that will ultimately broadcast the PROGRAM - MasterChef Junior 11 - i.e. CORPORACION DE RADIO Y TELEVISIÓN ESPAÑOLA S.A., S.M.E., and SHINE IBERIA, interchangeably, in relation to the child, may use their image, name and/or voice (as recorded in the PROGRAM). SHINE IBERIA and THE CHANNEL will therefore have full powers, itself or by assignment to third parties, for partial or total broadcast, with no time or territorial limit. Accordingly, the Participant gives their express and unconditional permission for reproduction and public dissemination, including making any recordings available, as well as for the use and reproduction of their name and image and for the broadcast of any images recorded, which may be accessible to the public via the internet and/or any analog, digital, cable or satellite television platform, free or pay-per-view; the production of any type of merchandising and/or derivative product.

For these purposes, the parents/guardians will sign any documents required to govern the assignment of rights mentioned herein in their representative role, as well as other requirements and other aspects of the aforementioned participation.



### **For the contest for the ten free places at the MasterChef Camps:**

Any individual between 8 and 17 years of age may take part (only applications from children who have reached eight years of age before September 1, 2024 and those who have not reached seventeen before October 15, 2024 will be considered). It is an essential requirement for participation that these children have the permission of their parents or guardians or, where applicable, those with parental authority or legal representation. These adults will sign the corresponding consent forms for this participation, and they will expressly abide by these Rules of Participation on behalf of the children.

The candidates (children) must legally reside in Spain and have a valid DNI or passport if they are Spanish, or an NIE and a valid residence permit (during and until the end of the CONTEST) if not Spanish.

Children whose parents/guardians or people with parental authority are involved in arranging the CONTEST may not take part, nor children whose parents/guardians or people with parental authority or legal representation are employees of SHINE IBERIA or BBVA, or the service providers or other people with a direct or indirect role in organizing the CONTEST, and their relatives up to the second degree by blood or marriage. If children have been assisted by anyone who is explicitly prohibited from taking part, with one of the relationships mentioned herein, their participation in the contest may be invalidated.

In order to ensure equal opportunities among the contestants, SHINE IBERIA reserves the right to reject any child (candidate/contestant) who does not meet the established requirements, or whose participation is a disproportionate or clear advantage over the other children.

The management of the personal data of the participants and their legal representatives by SHINE IBERIA and BBVA will be governed by the provisions of the "Data Protection" clause set out below.

### **PERSONAL DATA PROCESSING**

Pursuant to the EU's General Data Protection Regulation 2016/679 (GDPR) and the Organic Law 3/2018 on Personal Data Protection and Safeguarding Digital Rights, SHINE IBERIA SLU informs participants in the casting and their legal representatives of the processing of their personal data. Shine Iberia SLU is the Controller of personal data collected as a result of the casting.

**Purpose 1:** Managing your participation in the CONTEST through the form.

SHINE IBERIA will act as the data controller with regards to the information collected through the form.

BBVA will have access to the identifying data collected through the form provided on the website owned by BBVA to register for the contest as "data processor". It will not use this data for other purposes, and/or for purposes other than those set out in these terms and conditions and in collaboration with SHINE IBERIA.

Legal basis: The legal basis for this processing is contract fulfillment when accepting these terms and conditions (article 6.1.b).

Recipients: If the child's representative expressly consents to this in the specific box in the form provided for this purpose, SHINE IBERIA will also disclose the representative's details (name, telephone number and email) to BBVA so that it can send electronic messages on financial products and promotions aimed at children. BBVA will duly inform them of the processing of their personal data in accordance with the requirements of Article 14 GDPR, and it will not process the children's data. Any other data that is not essential for BBVA to contact the legal representatives of these participants will not be disclosed. Once this data has been disclosed to BBVA, BBVA will be a new "data controller" that will contact participants who have consented to the indicated terms.

**Purpose 2:** participation in the casting and its use as part of the CONTEST selection and fulfillment processes, or subsequent activities resulting from the same if chosen as a contestant.

Data categories: as a casting for a TV talent show related to cooking, identifying details, preferences, interests, hobbies and other information is requested to help select participants.



As this is a casting involving children, consent and authorization will be provided by the parents/guardians/legal representatives of the participants.

Due to the type of PROGRAM you wish to take part in, data on ideology, religion or beliefs may be disclosed. You are not obliged to disclose this data, and SHINE IBERIA does not expressly collect it, but if voluntarily disclosed to SHINE IBERIA, it may be processed and you give your express and full consent for this purpose. In this regard, and as indicated in the "rights" section, you may always withdraw your consent for any data you have voluntarily provided. Please note that during the selection process, we may look at activity on social media profiles that we have asked you to provide and that you will also be able to provide voluntarily.

If you disclose the personal data of third parties (family, partner, friends, etc.) to SHINE IBERIA, by signing this document, you confirm that you have informed these people in advance, and that you are authorized to do so, under the same conditions and for the same purposes provided for in this document.

**Legal basis:** The legal basis for this processing is your explicit consent for participation (Article 6.1.a GDPR) and the disclosure of data that is not necessary or required for your participation, such as sensitive data (Article 9.1.a), contract fulfillment when accepting these terms and conditions (article 6.1.b), as well as SHINE IBERIA's legitimate interest to develop its business, which is TV program production (art. 6.1.f).

**Recipients:** The data recipient is the company SHINE IBERIA, and we also inform you that the data collected may be disclosed to CORPORACIÓN DE RADIO Y TELEVISIÓN ESPAÑOLA SOCIEDAD ANONIMA S.M.E. (the CHANNEL), for the same purposes as above. In the same context of the casting for production, your data may be disclosed to our insurance company.

Similarly, the data may be made available to companies providing the necessary services to arrange and provide logistics for the casting and the PROGRAM (data processors), with which we have signed the corresponding agreements. The casting is carried out through the Short Audition platform, which meets the necessary security guarantees and is located in Israel, a country that has a European Commission Adequacy Decision with regards to personal data.

International data transfers are not expected to be made to countries that do not have adequate security and privacy guarantees in accordance with current regulations.

**Data retention:** Processing will last as long as needed until the end of the casting process, or if you have checked the box that allows us to keep your personal data for other editions of the same program, your personal data will be kept for as long as you do not request its cancellation, and for a maximum of 5 years. If you are chosen as a contestant, your data will be kept for as long as it is necessary to manage your relationship with SHINE IBERIA, and as long as necessary to comply with any legal, tax or administrative obligations that may be required.

**Rights:** You may exercise your rights of access, correction, deletion, objection, limitation of processing and portability at any time by sending a message with the reference "Data Protection", in which you make your request, to the postal address of Shine Iberia or the following email address: [privacidad@banijayiberia.com](mailto:privacidad@banijayiberia.com). If there are any doubts about the applicant's identity, an identification document may be requested. You are also informed that you are entitled to submit a complaint to the Spanish Data Protection Agency. However, our commitment to privacy and confidentiality requires us to respect your personal data and the security of your personal data.

Finally, we inform you that we have appointed a Data Protection Officer who you can contact at [privacidad@banijayiberia.com](mailto:privacidad@banijayiberia.com).

We also ask you to inform us of any changes that may be made to the data provided, in order to be able to keep it updated at all times.



#### **CHANGES TO THE TERMS AND CONDITIONS AND APPLICABLE LAW**

Participation in this CONTEST implies express acceptance of these terms and conditions and express submission to the interpretation of the terms and conditions made by SHINE IBERIA.

In the event of a dispute between the contestant and SHINE IBERIA regarding the interpretation of these terms and conditions, excluding any mandatory provision established by law on jurisdiction that may be applicable, the Courts and Tribunals of the city of Madrid shall have jurisdiction.

#### **COMPLAINTS**

Parents/legal guardians and people who, where applicable, have parental authority over the children (participants/contestants) may send complaints in relation to the contest in writing to SHINE IBERIA, S.L.U., with registered address at C/ Mira Ceti nº1, 28023 Madrid.

Madrid, May 17, 2024