



CONTEST SMOKING PAPER CENTENARY

“SMOKING PAPER CENTENARY” COMPETITION RULES

These terms and conditions will govern the entry in the “*Smoking Paper Centenary*” competition.

1.COMPETITION ORGANISER, GEOGRAPHIC SCOPE AND PURPOSE

MIQUEL Y COSTAS & MIQUEL, S.A. [“the Company”], owner of **SMOKING PAPER** [“the Brand”], with registered office at **Calle Tuset 10, 08006 Barcelona** and Spanish tax identification number **A-08020729**, is organising the international “**Smoking Paper Centenary**” competition [“the Competition”], which will be held via the internet and is exclusively for adults, in accordance with the terms of the entry section.

By entering this Competition, the participants accept all the terms and conditions of these rules, as well as the decisions made by the Company on their application and interpretation.

The purpose of the Competition is to boost creative talent among Smoking Paper’s followers, as well as to recognise their work, creativity and artistic vision.

2.COMPETITION DURATION

The Competition will open on 25 January 2024 and end on 24 February 2025.

The Company reserves the right to extend the duration of the Competition, in which case the new end date will be announced on the Competition's web page www.smokingpaper.com/100years and/or on the Brand's social media profiles (Instagram, Twitter, Facebook, Tik Tok, etc.).

3.ENTRY REQUIREMENTS

All individuals of legal age who have a user account on Instagram, Twitter, Facebook or Tik Tok and meet the requirements set out in these terms and conditions can enter.

TO ENTER THE COMPETITION, THE PARTICIPANT MUST:

1. Be a "Smoking Paper" follower on any of the following profiles of the Brand on the various socialmedia platforms:

<https://www.instagram.com/smokingpaper>
<https://www.instagram.com/smokingpaperes>
<https://www.instagram.com/smokingpaperde>
<https://www.instagram.com/smokingpapermx>

<https://www.instagram.com/smokingpaperar>
<https://www.instagram.com/smokingpapercl>
<https://www.instagram.com/smokingpapercol>
<https://www.instagram.com/smokingpaperus/>
<https://www.instagram.com/smokingpaperbr/>

https://www.tiktok.com/@smokingpaper_
https://www.tiktok.com/@smokingpaper_es
https://twitter.com/smokingpaper_
https://twitter.com/smokingpaper_en

<https://www.facebook.com/smokingpaper>
<https://www.facebook.com/smokingpaperes>
<https://www.facebook.com/SmokingpaperDe>
<https://www.facebook.com/smokingpaperus>
<https://www.facebook.com/smokingpapercl>
<https://www.facebook.com/smokingpapercol>
<https://www.facebook.com/smokingpapermex>
<https://www.facebook.com/SmokingpaperBr>
<https://www.facebook.com/smokingpaperar>

The Company reserves the right to create new profiles and extend entry to this Competition to them, after communicating this on the profile in question.

2. Use the official Competition hashtag #Smoking100Years when sharing your creation.

You can only enter once a month. If it is detected that a person has entered more than once a month, only their first entry will be taken into account.

The following individuals may not enter the Competition:

- Employees working for any of the companies and other entities with legal personality linked to MIQUEL Y COSTAS & MIQUEL, S.A.
- Individuals directly or indirectly involved with communication and advertising agencies offering services to the “Smoking Paper” brand.
- Any other individual who has been directly or indirectly involved in organising this Competition or preparing or developing it (agency, suppliers, etc.).

If it is noted that any of the participants does not meet the requirements or the entry data provided are not valid, their entry will be void and they will be automatically excluded from the Competition, meaning that they will lose all rights on the prizes awarded under it..

4. HOW TO ENTER

To enter the Competition, participants must share their own creation, whether with reference to the Brand or not, as outlined below, using the official hashtag of the Competition: **#Smoking100Years** on their Instagram, Twitter, Facebook or Tik Tok profiles.

The content shared with this hashtag must be set as public in the participant's user profile settings so that it can be viewed by the Brand.

For example and without excluding any other format or type of entry, creations may consist of:

— **Artistic creation:**

- **Visual arts:** Painting, sculpture, photograph, graphic design, illustration, 3D, video.
- **Handicrafts:** craft, embroidery, crochet, ceramics, objects made with paper, metal or recycled materials, jewellery design, sewing, furniture, soaps or products for domestic consumption, baking or own recipes.

— **Literary creation:**

- **Fiction:** Novels, stories, poetry.
- **Non-fiction:** Essays, biographies, chronicles.

— **Musical creation:** Musical composition, performance, production.

— **Publicity creation:** Spot script, sketch, spot, advertisement, creative piece.

— **Creation in the social sphere:** Social innovation, development of new ways to tackle social problems, public policies, whether already implemented or under creation.

— **Digital content creation:** Creation of blogs, videos, podcasts, social media.

— **Personal creation:** Self-expression, creation of works or expressions that reflect personal thoughts and feelings.

5. SELECTION OF WINNERS

A panel, formed by members of the Company's marketing team, will select a total of 156 winners among the creations submitted along with the **#Smoking100Years** hashtag. However, one or several prizes may be voided if the panel believes that the terms to select winners have not been met.

The panel will take the following criteria into account when selecting the winners:

Creativity: The creativity of the creation submitted and the degree of innovation in the idea, breaking with convention and providing a different/unique perspective in the creative world, will be assessed.

Originality: The creation must be novel and exclusive, not derived from existing creations or works, and must not infringe third parties' copyrights.

6. PRIZES

The Competition prizes will be:

— 106 gift cards for the online platform Domestika. These cards will be valid to take any course on the platform. For more information on the prizes, please visit www.domestika.org.

— 50 gift cards for the online platform Crehana, valid until January 2025. These cards will be valid to take any course on the platform. For more information on the prizes, please visit www.crehana.com.

The Crehana gift cards will be distributed first.

The prize is **personal and non-transferable**, and may not be exchanged for any other product or cash.

The winner will be liable for any fiscal or tax burden that accepting the prize may entail, as well as for any other expense arising from the Competition that is not expressly assumed by the Company in these rules.

If necessary, the Company reserves the right to replace the prize with another with similar characteristics and which will in no case have a lower value, when, due to causes beyond its control, the envisaged prize cannot be delivered.

7. NOTIFICATION TO WINNERS

During the Competition period, the panel will select **13 winners and 6 runners-up** each month.

For clarification purposes, it is recorded that the monthly periods span from the 25th of each month until the 24th of the following month; therefore, the first month of the Competition spans from 25 January 2024 to 24 February 2024. The panel will select the winners for each month within five calendar days of the end of the monthly period, as indicated above.

The notification and delivery of prizes to the winners will take place as follows:

— **Notification to winners:** The Company will contact the winners selected by sending a message to them on the social media platform they used to enter, and they will be asked to send the following data through the same channel through which they entered or via email to creators@smokingpaper.com: first name and surname(s)/username on the social media platform and email address. Regardless of the cause, if the winner does not receive the messages sent to them via the social media platform through which they entered, the Company will be released from any liability in this regard. The notifications will be issued within five calendar days of the panel selecting the winners, as indicated above.

- **Response period:** Winners will have 10 calendar days from the notification date to respond and accept the prize. If the winner fails to respond within this period, they will be considered to waive the prize.
- **Winner verification:** The Company reserves the right to request a legal identity document from the winner to verify their identity and confirm that they are not a minor.
- **Prize confirmation:** Once the winner has accepted the prize, the Company will send them all the necessary information to select and take the course they have won from the email address creators@smokingpaper.com to the email address provided by the winner.
- **Contacting runners-up:** If the winner fails to respond in the indicated period, the Company will contact the first runner-up, following the same notification procedure and response period.
- **Void prizes:** If neither the winners nor the runners-up respond in the established periods, the prize will be considered void. The Company reserves the right to add the void prize cumulatively in the following months, along with the other prizes.
- **Participants' liability:** The Company does not assume liability for notifications not received due to incorrect contact information or technical problems.

8. IMAGE AND INTELLECTUAL PROPERTY RIGHTS

The participants accept liability for the creations and content they share, stating that they do not infringe third parties' intellectual property rights, image rights (including, for clarification purposes, the right to a name — including alias, artistic name, etc. —, image, voice, signature, appearance and similar concepts) or any other type of property rights, releasing the Company from any liability in this regard. If an individual or individuals other than the participant appear(s) in the creation shared, the participant states that they have obtained the assignment of their image rights in advance.

Creations must not include content that are contrary or may be contrary to morals, ethics, decency, or that infringe, violate or breach intellectual or industrial property rights, or the right to self-image of third parties.

By submitting the content, the participant accepts that the Company will be entitled to use the winning creations in the framework of the Competition. The Company is holding this Competition to support creative talent, and so if it wishes to use any of the creations for commercial purposes, it will contact the participant to agree on the terms of this relationship.

By sharing the creation, the participants whose content are selected for prizes authorise the Company to use their name (or artistic name or alias, if the participants confirm this when sending their entry), username and image (including voice, signature, appearance or similar concepts) in any type of advertising, promotion or publication (including online) for information purposes, provided that they are related to this Competition, as indicated above, to the fullest extent possible.

As part of the Competition, the other creations not selected for prizes will be used by the Company on digital media to give visibility to all the participants in said Competition.

Therefore, by submitting their creations, the participants grant the Company a global, perpetual, royalty-free and non-exclusive licence (with the right to sub-license) to use, display, publish, adapt, communicate and make the creations, as well as the name, artistic name or alias (if the participant confirms this) available to the public on the Company's social media, websites, etc. in relation to the advertising or promotion of the Smoking brand and/or the Competition (including future editions).

9. POSTING OF COMMENTS OR OPINIONS

Comments or opinions considered inappropriate, offensive, insulting, discriminatory or which may infringe third parties' rights will not be permitted. Comments against a person that infringe the principles of the right to honour, the right to private and family life, the right of publicity, the right to protection of private and family life and the right to protection of personal reputation will not be permitted.

The Company will not be liable for the loss suffered due to comments made by the participants in the Competition, should they offend the sensitivity of other participants. Any attempt to hinder the smooth operation of the Competition, whether by human intervention or using an automaton, will lead the participant to be immediately disqualified and their entry to be voided.

10. WAIVER OF LIABILITY

By way of example and without limitation, the Company does not accept liability for possible losses, thefts, delays or any other circumstance attributable to third parties that may affect the development of this Competition, nor will it be liable for the participant's use of the prize awarded, or for the loss of any type that the participants, winners or third parties may suffer.

The Company does not accept any liability in cases of force majeure or unforeseeable events that could prevent the completion of the Competition or the full or partial enjoyment of the prize. However, if the Competition cannot be completed, whether due to fraud detected in it, technical errors or for any other reason that is beyond the Company's control and affects the normal development of the Competition, the Company reserves the right to modify it. In case of extreme necessity where it is impossible for the Company to complete the Competition, it will be cancelled or voided.

11. THIRD-PARTY SOCIAL MEDIA COMPANIES

The Competition is not sponsored, endorsed, administered or associated in any way with or by any of the social media companies (Instagram/TikTok/Twitter/Facebook), and the participants release them from any liability for any loss arising from the Competition.

12. PERSONAL DATA PROTECTION

The data controller of your data is **MIQUEL Y COSTAS & MIQUEL, S.A.**, with registered office at **Carrer Tuset 10, 08006 Barcelona and Spanish tax identification number A-08020729.**

MIQUEL Y COSTAS & MIQUEL, S.A. takes the protection of your privacy and personal data very seriously. Therefore, your personal data is stored securely and processed with the utmost care.

In accordance with the application data protection regulations, and specifically Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, by accepting these Competition rules, you accept that the personal data provided to enter this Competition will be included in a file owned by MIQUEL Y COSTAS & MIQUEL, S.A. to process your entry in the Competition and notify you of the prize should you win.

The participants guarantee that the personal data provided are true and they assume the responsibility to communicate any change in them to MIQUEL Y COSTAS & MIQUEL, S.A. MIQUEL Y COSTAS & MIQUEL, S.A. reserves the right to exclude from this Competition any participant who provides false data.

Data protection will be addressed with the utmost care by using security tools; however, the Company does not accept any liability in case of theft or unlawful modification or loss of data.

Participants are entitled to (i) access their personal data, (ii) request to rectify inaccurate data or, as applicable, (iii) request to restrict the processing of their data, (iv) object to the processing of their data and (v) request their portability.

Participants may exercise all these rights by contacting the following email address creators@smokingpaper.com stating the reason for their request, or the following postal address:

MIQUEL Y COSTAS & MIQUEL S.A.
Dpto. Marketing Smoking Paper
Tuset 8-10, 7ª Planta CP 08006 Barcelona, España

Without prejudice to any other administrative or judicial appeal, participants will be entitled to file a complaint with a Supervisory Authority, in particular in the region in which their main residence or place of work is located or the alleged infringement occurred, if they believe that the processing of their personal data is not lawful or if they are not satisfied having exercised their rights.

13. AMENDMENTS

The Company reserves the right to modify or extend these promotional rules, insofar as it does not impair the rights of the participants in the Competition.

14. GOVERNING LAW AND JURISDICTION

These terms and conditions will be governed and interpreted in accordance with Spanish law. The parties submit to the exclusive jurisdiction of the courts of Barcelona, Spain, for any claim or dispute that may arise in relation to the validity, interpretation or performance of these terms and conditions.



Contacto:

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