

# **TERMS AND CONDITIONS FOR THE WELLNESS EXPERIENCE 2023 STAND DESIGN COMPETITION**

## **One. ORGANISING COMPANY OF THE PROMOTION AND PARTICIPANTS**

- 1.1.** FIRA INTERNACIONAL DE BARCELONA (Fira de Barcelona) with registered address at Av. Reina M<sup>a</sup> Cristina, s/n 08004 (Barcelona) and ID no. Q0873006A organises the Wellness Experience 2023 Stand Design promotion (hereinafter referred to by its name, as 'Competition' or as 'Promotion').
- 1.2.** The scope of this Competition is international, it will be conducted through the Internet, and exclusively for persons of legal age.

## **Two. START DATE AND END DATE**

- 2.1.** The Promotion will start on 12 September 2022 and will end on 18 November 2022.

## **Three. REQUIREMENTS FOR PARTICIPATION**

- 3.1.** The requirements for participation shall be as follows:
  - o Participation is open to those of legal age and there are no geographical restrictions.
  - o Any person who formally enters by means of the steps set out in point four shall be deemed to be a participant.
  - o All personal data with which the participants fill in the entry form must be true and make it possible to contact them if they are winners.
  - o Participants may enter this promotion only once.

## **Four. FORMALISATION OF PARTICIPATION IN THE COMPETITION**

- 4.1.** The competition will be open to all contents submitted by students of Schools of Architecture, with the sole condition of being enrolled at some point in the year 2022 in one of the Official Schools of Architecture, provided that they comply with the provisions of these Terms and Conditions. That content which FIRA DE BARCELONA deems is not compliant with the terms specified in these Rules shall be automatically discarded by the Judges. Teams of several

architecture or multidisciplinary students may present an entry, as long as one of the members is an architecture student. Only one proposal per contestant will be accepted, and the contestant may not participate in 2 teams at the same time.

#### **4.2.** The registration process will be as follows:

**4.2.1.** Registration through an entry form that will appear together with the terms and conditions on the Piscina & Wellness Barcelona website <https://www.piscinawellness.com/call-wellness-experience/>

.All students must attach the following information to this form:

- o Contestant name
- o Address
- o Email address
- o Contact phone number
- o School of Architecture
- o University
- o Academic year
- o A document proving their relationship with the School of Architecture. (For the presentation to the contest the scanned document will be admitted. The original or certified copy must be presented if the entry is among the award winners)

**4.2.2.** Along with the registration form it is essential to attach additional documentation: concept, images, plan, report, etc. so that the Technical Committee has the maximum amount of information to evaluate the design. The delivery format will be a PDF in DIN A-1, maximum size 10MB

**4.2.3.** The deadline for registration and for receiving the information (supporting technical and graphic information), is up to **2 pm on 18 November 2022.**

Registration will be effective once all the documentation detailed in point 4 of these rules has been received, and a confirmation email will be sent attesting that all the relevant documentation has been received.

Any queries relating to project submission can be made via the following email address: [congresos@firabarcelona.com](mailto:congresos@firabarcelona.com).

#### **Five. Actions to be carried out**

The actions to be carried out by the designer selected within the framework of this competition are described below:

- 5.1.** Design of the WE activity. Delivery of detailed construction plans.
- 5.2.** Detailed definition of the materials to be used in the construction of the activity areas.
- 5.3.** The design should be carried out taking into account sustainability criteria and cost efficiency.
- 5.4.** Delivery to FIRA DE BARCELONA of proposals for promotional texts on the areas' design concept, as well as their use.

## **Six. Functional proposal Wellness Experience**

It suggested that the stand has a surface area of 500m<sup>2</sup> in which there is a clear entrance and exit route (proposing a rectangle with specific dimensions, although these may later be subject to variations).

In the area closest to the entrance there are three massage cabins, one of them double, where beauty treatments and physiotherapy activities will be carried out. This will be followed by an area for fitness equipment where there will be activities related to physical exercise.

The third area along the route is the heart of the WE, a water area with a swimming pool with 2 water beds, a hydromassage seat, a cascade, a swan neck and 3 hydromassage jets (water surface approx. 25 m<sup>2</sup>).

Activities related to water and health will take place in the swimming pool.

The water area has a space set aside for a jacuzzi that reflects the latest advances in the design of this type of element.

Finally, the fourth space is dedicated to saunas, salt and ice cabins, or any other element that exhibitors may wish to include in this area.

The design must take into account, both in its concept and construction, that the stand must be built and dismantled quickly and easily, following the criteria of ephemeral architecture. The use of sustainable, economical and recyclable or reusable materials shall be taken into account.

The following criteria will be taken into account for the selection of the winning project:

- o Latest News
- o Design
- o Innovation
- o Sustainability
- o Project functionality.

- o Digitalisation (virtual reality, augmented reality, etc.)
- o Recycling

## **Seven. EXCLUSIONS**

**7.1.** Any entry that is not duly completed because it is not supported by the relevant personal data, those in which the person cannot be identified, that are simply photocopies, or that have been tampered with, altered or torn/damaged, shall not be allowed to participate in the Competition and shall be excluded.

**7.2.** Any entry not duly completed, as indicated in point 4.2 of this document, will not be admitted to the Competition and shall be excluded.

## **Eight. PRIZE**

**8.1.** The winning entrant will develop their project in order to carry out its construction at the next edition of the Fira Barcelona Swimming Pool & Wellness Exhibition, which will take place in November 2023, under the advisement and technical assistance of Fira Barcelona in order to ensure the architectural solution is constructively viable

## **Nine. HOLDING OF THE COMPETITION AND AWARD CEREMONY**

**9.1.** The Jury awarding the prize will be made up of members of the Wellness Working Committee. The Organisation reserves the right to make changes in the composition of the Panel of Judges, whenever there are reasons to justify this.

The organisation will send an e-mail informing the contact person indicated by the company in the registration form on whether the concept has been accepted for its participation in the Wellness Experience. This communication will take place **after 16 December 2022** and the jury's decision will be final.

**9.2.** At the moment of acceptance of the prize by the winner, or as the case may be, by the replacement, FIRA DE BARCELONA will inform the relevant person as to the place where they must go to collect the prize, which, unless stated otherwise by the Organisation, shall be at the offices of FIRA DE BARCELONA in Plaza Espanya during office hours, presenting their national ID card.

- 9.3.** Acceptance of the prize must take place no later than 3 calendar days from the notification. In the event that the aforementioned period expires and no acceptance has been made in the manner set out above, it shall be understood that the prize has been rejected, with no right to file any complaint or claim of any kind. In that case, the prize shall be awarded to the replacement, who shall have a maximum period of 3 calendar days, from notification to accept the prize subject to the conditions set out above. In the event that this period expires and the prize has not been accepted or has been expressly rejected, the competition shall be declared to be without a winner, with no right to make any complaint or claim of any kind whatsoever, and the prize shall revert to the Organisation.
- 9.4.** With regard to the previous point, in the event that the notification to the winner and/or replacement is made by telephone, up to a maximum of two calls shall be made, each at different times. If neither call is answered, and after 3 calendar days have elapsed since the last communication and the winner and/or replacement have not contacted the number from which the calls were made, it shall be understood that they reject the prize, with the effects set out in the previous paragraph.
- 9.5.** In the event that the notification to the winner and/or replacement is made via email, a single email shall be sent to the address supplied by the participant. If the winner has not accepted and/or has rejected the prize within 3 calendar days, the replacement winner shall be contacted following the procedure set out in Clause 9.3.

## **Ten. RESTRICTIONS**

- 10.1.** If it is found that any of the participants do not meet the requirements set out in the Rules, or that the information provided to participate is invalid, their participation shall be deemed null and void and they shall be automatically disqualified from the Promotion, losing any rights to any prizes awarded on the basis of this Promotion.
- 10.2.** The following persons may not take part in the Competition:
- Workers employed by FIRA INTERNACIONAL DE BARCELONA (and the other legal entities associated to it), or any of their direct relatives.
  - Any other natural person who has participated directly or indirectly in the organisation of this Promotion or has been involved directly or indirectly in its preparation or implementation (agency, suppliers, exhibitors, etc.).
- 10.3.** The prize awarded shall be non-transferable and may not be exchanged, altered or offset at the request of the Participants; it may not be exchanged for any other product or for money.

- 10.4.** FIRA DE BARCELONA reserves the right, on the basis of just cause and upon communication in a lawful manner, to make any change to, suspend or extend this Promotion.
- 10.5.** The winner shall bear any fiscal charge that the acceptance of the prize may incur, as well as any other expense derived from the Promotion that is not expressly borne by FIRA DE BARCELONA in these Legal Terms and Conditions.

**Eleven. PUBLICATION OF COMMENTS OR OPINIONS.**

- 11.1.** No comments or opinions whose content is considered inappropriate, offensive, abusive or discriminatory or that could violate the rights of third parties will be permitted. Nor will any comments be permitted against any individual that violate the principles of the right to reputation, personal and family privacy and one's own image. We will not be responsible for any harm caused by comments made by participants in the Promotion, and that at any time could hurt the sensitivity of other participants.

**Twelve. WAIVER OF LIABILITY**

- 12.1.** By way of example, but not limited to, FIRA DE BARCELONA will not be held liable for any losses, thefts, delays or any other circumstance attributable to third parties that may affect the conduct of this Promotion, nor is it responsible for the use made by the participant of the prize he or she obtains from this Promotion, and assumes no liability for any harm or loss of any kind that the Participants, winner or third parties may suffer.
- 12.2.** FIRA DE BARCELONA does not accept liability in cases of force majeure or fortuitous events that could prevent the Promotion taking place or prevent the total or partial enjoyment of the prize. In the event that this Promotion cannot be carried out, either due to fraud found relating to it, technical errors, or any other reason that is not under the control of FIRA DE BARCELONA and that affects the normal conduct of the Competition, FIRA DE BARCELONA reserves the right to cancel, modify or suspend it, including the participation website.

**Thirteen. PRIVACY POLICY**

**13.1.** At FIRA DE BARCELONA we are aware of the importance for our customers of obtaining clear and transparent information about the data they provide to us.

**13.2.** The relationship with our customers is based on honesty, rigour and transparency to build strong relationships and mutual trust. Through this Privacy Policy we detail how we process your personal data when you communicate with us. By participating in this competition, you accept and give your consent to this Privacy Policy:

**1. Who is responsible for the processing of your data?**

**Identity:** FIRA INTERNACIONAL DE BARCELONA with  
**Tax I.D. Q-0873006-A**  
**Mailing Add.** Avda. Reina Maria Cristina, s/n, 08004  
**Barcelona**  
**Telephone 932 332 000**  
**email** datos@firabarcelona.com  
**DPO** dpo@firabarcelona.com

**2. For what purpose do we process your data?**

We process the data that you have provided to us for the following purposes:

- a) To manage your participation in the competition in which you participate voluntarily.
- b) To send promotional and/or advertising information about the trade fair and the activities that we carry out, including electronically.
- c) Maintenance of lists of people to whom commercial mailing must not be sent if they have informed us that they do not want to receive promotional/advertising information electronically.
- d) Maintenance of data erasure/cancellation lists if rights have been exercised regarding cancellation of data. This data will remain blocked and with restricted access for the minimum period established by law.

**3. For how long will we retain your data?**

Your data will be retained:

1. For the duration of the competition.
2. In the event that you have authorised the receipt of commercial mailing until you exercise your rights of cancellation and/or opposition to the processing of your data.

**4. What is the legal basis for the processing of your data?**

Depending on the type of business relationship and/or association with us, the legal basis for the processing of your personal data may be:

- Your consent, granted at the time you voluntarily provide your data in our forms and accept the processing of your data in the relevant check box (e.g.: sending advertising about our trade fairs)
- Legitimate interest will be our legal basis for the processing of your data in navigating the websites (e.g.: navigating our web pages)
- A legal obligation, included in the European Data Protection Regulation and in the LSSI Law on Information Society Services and Electronic Commerce (e.g. blocking of your data and maintaining a list of those who do not wish to receive commercial emails).

#### **5. To whom will we disclose your data?**

Whenever FIRA DE BARCELONA provides you with a service through a third party company that provides your data to us, they will disclose them to this company under a strict obligation of confidentiality and having first executed the relevant service provision contractual agreement between the Data Controller (FIRA DE BARCELONA) and the Data Processor (the provider company)

In the event of a data transfer to third party countries, we will use our best endeavours to provide the utmost privacy and security of our customers' data. In this respect, most of our providers and partners are located within the EEA (European Economic Area). If any of them is located outside this area, in the case of the USA, they will have to subscribe to the Privacy Shield or in a country with a suitable level of protection in accordance with the criteria of the European Commission. In the case of other countries that do not have laws as strict as EU law, we apply standard contractual clauses in accordance with the Decision of the European Commission of 5 February 2010.

FIRA DE BARCELONA guarantees that under no circumstances will it sell, offer and/or commercialise its customers' data.

#### **6. What are your rights when you supply us with your data?**

Any person has the right to obtain clear and comprehensible information about whether FIRA DE BARCELONA is processing their personal data.

Data subjects have the right to access their personal data and to request the rectification of any inaccurate data or, as applicable, request they be erased when, among other reasons, the data is no longer necessary for the purpose for which it was supplied, and to withdraw the consent granted. The exercise of the right to object to the processing of your data for the sending of advertising information electronically. You can also exercise your right to the restriction of the processing, so that your data will not be erased but the processing of it will be subject to restrictions.

The exercising of the rights to portability and automation of decisions do not apply in this case due to the type of data and its processing.

The rights set out above can be exercised by post enclosing a copy of one's national ID card or passport addressed to FIRA INTERNACIONAL DE BARCELONA, whose address is: Avda. Reina Maria Cristina, s/n 08004 Barcelona, CRM Marketing Services Department or via email to: [datos@firabarcelona.com](mailto:datos@firabarcelona.com), with the same documentation as specified for notification by post.

## **7. Contact**

For any query regarding the processing of your data, you can contact our D.P.O. at: [dpo@firabarcelona.com](mailto:dpo@firabarcelona.com)

If you wish, you can also address any complaints you may have with regard to the processing of your personal data to the Spanish Data Protection Agency ([www.agdp.es](http://www.agdp.es)).

## **Fourteen. ACCEPTANCE OF THESE TERMS AND CONDITIONS**

14.1. Participation in the Competition implies, in and of itself, the total and absolute acceptance of these legal Terms and Conditions.

14.2. The promotion is not sponsored, endorsed, managed or associated in any way with Facebook/Instagram; hence, the Participants release these companies from any liability for any damages arising from it.

In Barcelona, September 1st 2022.