

Terms and conditions

This **Google Marketing Partner Awards** (the “**Contest**”) is run by Google Spain, S.L. whose principal place of business is at Plaza Pablo Ruiz Picasso 1, Torre Picasso, 28020 Madrid, Spain (“**Google**”).

To enter this Contest, any participating business (“**Business**” or “**you**”) must read and agree to these terms and conditions (“**Terms**”). Business agrees that if a representative of Business (e.g. an employee or director) (a “**Representative**”) clicks the checkbox in the registration form, this will constitute agreement to these Terms. Business will not be eligible to receive a prize in connection with this Contest unless it agrees to these Terms. The person accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so.

1. Eligibility to participate:

- 1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:
 - a. Business must be established and have a billing address in Spain
 - b. Business must not be: (i) resident of a US embargoed country, (ii) ordinarily resident in a US embargoed country, or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
 - c. Representatives must be at least 18 and not be employees, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.
 - d. The Business must be a [Google Marketing Platform Certified Partner](#), certified in at least one product.
 - e. The presented case will be for internal use only and therefore we expect to support the impact by real numbers. Being able to reflect the impact of the case in [1 slide](#) format
- 1.2. Business will provide its Representatives with a copy of these Terms. Business will, and will ensure that all Representatives will comply with all laws, regulation and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
- 1.3. Representatives acknowledge that any prizes will be awarded to their Business and not to them individually.
- 1.4. You may only submit **one entry per category** to the Contest.
- 1.5. All determinations of eligibility will be made at Google’s sole and absolute discretion. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.

2. How to Participate:

2.1. You must:

- a. Be eligible for entry to the contest according to Terms and Conditions.
- b. Read and Agree the Terms and Conditions.
- c. Complete the application form before the stipulated deadline (12 May 2021)

2.2. All data provided through the registration process must be complete and correct.

3. Key Dates:

Contest begins at 12:00am GMT on 7 April and ends at 11:59 pm GMT on 12 May ("**Contest Period**").

4. Determining the winners

4.1. The winners will be selected by our panel of judges

4.2. There will be three finalists per category and a Winner per category. The finalists will be the Business who the judges determine:

- a. Best 3 cases per each of the categories:
 - i. Digital Transformation: this award recognizes Businesses that have been able to rise client's digital maturity the most.
 - ii. Industry Solutions (Innovation): this award recognizes Businesses that have built new solutions over Google technology that solve an Industry challenge providing a measurable impact on sales or effectiveness.
 - iii. Media Activation (Full Funnel Campaigns): this award recognizes Businesses that are able to leverage GMP full stack to achieve a campaign objective through full funnel campaigns. Whether that objective is increasing audience reach, customer engagement or branding metrics through data driven campaigns.
- b. The above finalists and final Winners will be selected by our panel of judges based on the following criteria:
 - i. Clear Impact of customers objectives through Google products and technology.
 - ii. Product implementation and integration (usage of multiple products)
 - iii. Use of advanced features and functionalities (automation)
 - iv. Culture (way of collaboration with Google and the client)
 - v. Client capacitation and evangelization.
 - vi. Scalability and Re-applicability
 - vii. Level of client involvement and engagement

5. Prizes

5.1. Each of the 9 finalists will receive: (the "**Prize**").

- a. Right to use the contest Badge award to be provided by Google and a physical trophy (worth 167€).

- b. A short video showcasing the awarded case study that will be broadcast during the Google Marketing Partner Awards ceremony.
- c. Invitation to the online Google Marketing Partner Awards ceremony (1 person per finalist).
- d. 1 gift box per finalist which is worth 90€.

5.2. Only the Winner of each category will receive:

- a. Publication of their winner case in a Think with Google Spain article.
- b. Promotion of the winner case on social media through our LinkedIn/Elevate channels.

5.3. All decisions by Google regarding Prize winners are final and binding and no correspondence will be entered into.

5.4. Prizes will be delivered to the winners by 30th of July 2021.

6. Notification of Winners and Winners' Obligations

6.1. If you are a finalist and/or winner, Google will notify you that you have won a Prize by sending an email to the address you provided on entry to the Contest by 4th June.

6.2. Google reserves the right in its reasonable discretion to substitute equivalent Prizes of equal or greater value. No cash equivalent of Prizes can be claimed.

6.3. You may be required to submit a declaration of eligibility and/or publicity release in order to receive a Prize.

6.4. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible entry materials, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Entries are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

6.5. Google will not be liable for unsuccessful efforts to notify you if you are a winner. If you decline a Prize, do not respond to the Prize notification within 60 days of the notification being sent, fail to claim the Prize in the manner specified, are unavailable for Prize fulfillment, fail to abide by these Terms or are ineligible, Google may select an alternative winner from all remaining participants.

6.6. The Prize may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. If you are a winner, you will bear all responsibility for use of the Prize in compliance with any conditions imposed by the Prize manufacturer, and any additional costs associated with its use, service, or maintenance.

6.7. If you win a Prize, you will be solely responsible for ensuring that you comply with any applicable tax laws and filing requirements.

6.8. Prizes are non-transferrable. You may not sell on or give away a Prize to other persons.

6.9. Names of winners will be available by sending an email to gmp_partner_awards_es@googlegroups.com up to one month after the Contest Period.

7. Privacy

- 7.1. You acknowledge that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. Google will use this information for the purpose of the Contest only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>).
- 7.2. Your information may also be transferred to countries outside your country residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.
- 7.3. You have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google gmp_partner_awards_es@googlegroups.com.

8. Intellectual Property Rights

- 8.1. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Contest. By submitting an entry into the contest, you grant Google, its subsidiaries, agents and partner companies, an irrevocable, worldwide, royalty-free, and non-exclusive licence for the duration of any intellectual property rights in the entry to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest (1) for the purposes of allowing Google and the judges to evaluate the you entry for purposes of the Contest and identifying winners to the public, and (2) if you become a Winner you agree on publishing the submitted case on Think with Google Spain.
- 8.2. You promise that you are entitled to any intellectual property rights in your entry and that you have not copied your entry, in whole or in part, from any other existing work.

9. Right To Cancel, Modify Or Disqualify

- 9.1. If for any reason outside Google's control, the Contest is not capable of running as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest), Google may, at its sole discretion, cancel, terminate, modify or suspend the Contest.
- 9.2. Google may, acting reasonably: (a) disqualify any participant who tampers with the submission process or any other part of the Contest or whose conduct is contrary to the spirit of the rules or the intention of the Contest and declare void any or all of their entries based on such conduct; or (b) declare void any entries resulting from any errors materially affecting the result of the contest or the number of entrants.

10. Limitation of Liability & Disclaimer of Warranties

- 10.1. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:
 - a. death or personal injury as a result of the negligence of Google or its affiliates, servants, agents or employees;

- b. fraud or fraudulent misrepresentation; or
- c. any other liability that may not be excluded or limited under applicable law.

10.2. Subject to clause 9.1, Google shall not be liable under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) for any:

- a. loss of profit; or
- b. indirect or consequential losses;

suffered or incurred by you (whether or not any such losses were or were not foreseeable or within the contemplation of the parties).

10.3. Subject to clause 9.1(b), and to the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the Prize, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the Prizes.

10.4. Subject to clauses 9.1 and 9.2 Google's total liability to you under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to £25,000.

11. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

12. Governing Law and Jurisdiction

These Terms shall be governed by, subject to, and construed in accordance with Spanish law and you and Google submit to the exclusive jurisdiction of the courts of Madrid in relation to any dispute (contractual or non-contractual) concerning these Terms.