

**WEBSITE WWW.ONTHEDRAW.TRAVEL
LEGAL INFORMATION**

CONTENTS

1. OWNERSHIP OF THE WEBSITE.....	2
2. THE WEBSITE AND ITS LIABILITY LIMITATIONS : CONTENTS AND ACCESS	2
2.1. Web contents	2
2.1.1. Information contained in the website	2
2.1.2. Website Products and Services.....	4
2.1.3. Links to other websites.....	4
2.2. Website access	4
2.2.1. Users	4
2.2.2. Website access services	5
3. INTELLECTUAL OR INDUSTRIAL PROPERTY.....	5
3.1. Intellectual and industrial property of the website and its elements.....	5
3.2. Intellectual property of the promotional materials destination Canary Islands available on the website	5
3.3. Intellectual property of external contents.....	6
3.4. Insertion of intellectual property of PROMOTUR contents	6
3.5. Issues related to intellectual property rights	6
4. PRIVACY POLICY.....	6
4.1. Data protection and confidentiality	6
4.1.1. Registration Forms.....	7
4.1.2. Other Forms	8
4.2. Data protection: Cookies	8
4.3. Password privacy.....	9
5. AMENDMENTS TO THE WEBSITE LEGAL INFORMATION	9
6. JURISDICTION	9

1. OWNERSHIP OF THE WEBSITE.

www.onthedraw.travel is an official website for the dissemination of the promotional Project **ON THE DRAW: UN VIAJE ILUSTRADO A LAS ISLAS CANARIAS (ON THE DRAW: AN ILLUSTRATED JOURNEY TO CANARY ISLANDS)**, which is owned and managed by **PROMOTUR TURISMO CANARIAS, S.A.** (from now on, **PROMOTUR**) as a public owned corporation, attached to the Deputy Ministry of Tourism of Canary Islands Government, established in 60 Calle Victor Hugo, P.C. 35006, Las Palmas de Gran Canaria, and C.I.F. A-35845593, registered in the Commercial Register of Las Palmas, sheet 141, volume 1758, page GC-34913 (hereinafter, **the website**).

2. THE WEBSITE AND ITS LIABILITY LIMITATIONS: CONTENTS AND ACCESS.

2.1. Web contents.

The website includes contents for the dissemination of the promotional Project **ON THE DRAW: UN VIAJE ILUSTRADO A LAS ISLAS CANARIAS**, which could be promotional, informative or service delivery type, free or costly, and directly provided by **PROMOTUR** or by third parties (legal or natural persons, hereinafter, **third parties**).

Use of the site and its contents implies full acceptance by the user of all conditions contained in this Legal Notice, so if the user does not agree with the contents thereof must refrain from using the site.

Web contents liability limitations are:

2.1.1. Information contained in the website.

The information of the project **ON THE DRAW UN VIAJE ILUSTRADO A LAS ISLAS CANARIAS** contained in the website can be provided directly by **PROMOTUR** or indirectly by third parties.

The information provided directly by **PROMOTUR** on the website tries to be objective based on official sources of information and public awareness, as well as on advertising and marketing in order to promote the project **ON THE DRAW UN VIAJE ILUSTRADO A LAS ISLAS CANARIAS**.

PROMOTUR is not responsible for any inaccuracy, imprecision or untruthfulness of the original sources used for this purpose.

PROMOTUR holds the power to modify the information included on the website, as well as to suspend the access at any time, without notice.

PROMOTUR is not responsible for the information of third parties provided via web, does not supervise previously, neither does it approve or own that information gathered on the website. Furthermore, if there are any discussion forums or interactive services (blogs, chats, communities where messages, comments or any other element or material are sent), - hereinafter, interactive areas, - the user will be directly responsible for the use of such interactive areas. During its use, the user agrees not to post, upload, transmit, distribute, store, create or otherwise publish any message, comment, data, information, text, music, sound, photograph, graphic, code or other material that:

a) Is unlawful, defamatory, racist, obscene, pornographic or violates the right to honour or personal privacy of third parties or violates the moral or is potentially distasteful or offensive or violates the legal protection of the child or is threatening or constitutes harassment, or invades the rights of privacy or publicity rights, or is abusive, harassing, fraudulent or otherwise objectionable in any way.

b) Constitutes a criminal offense, encourages or provides instructions for that purpose, infringes the rights of any party, creates any liability or violates any law or legislation at local, regional, state, national or international level.

c) May infringe any patent, trademark, trade secret, copyright or other intellectual property or contractual right of any party.

d) Impersonates any person or entity or otherwise misrepresents their affiliation or connection with a person or an entity.

e) Promotes promotions, political or opinion campaigning, advertising, junk mail, spam, solicitations, chain letters or unsolicited pyramid schemes.

d) Undertakes or discloses private information of third parties, including, but not limited to, any legally protected data such as addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

e) May contain computer viruses, corrupted data or other harmful, disruptive or destructive files.

f) The content, according to **PROMOTUR**, is objectionable or restricts or inhibits any person from using or enjoying the Interactive Areas or the Site or adversely affects the availability of its resources to other users (e.g., use of excessive shouting, use of uppercase or continuous posting of repetitive text), or which may expose **PROMOTUR** or its users to any harm or liability of any type.

PROMOTUR has no obligation to screen, edit or control any user content posted in any Interactive Area and reserves the right and has absolute discretion to remove, screen or edit any user content posted or stored on the website at any time for any reason without notice.

Use made of the information provided by users is the sole responsibility of the user.

Use of the Interactive Areas or other parts of the site that violates the aforementioned also violates the legal information on the Web, which could lead to, among other things, the termination or suspension of the user rights to Interactive Areas or website use.

2.1.2. Website Products and Services.

The website can provide well-managed services directly by **PROMOTUR** or by third parties, free of charge or subject to be priced regarding certain services or products offered, duly advised in their own sections.

PROMOTUR assumes no direct or indirect responsibility for the legality, accuracy, usefulness, quality or reliability of services and contents that are not directly managed or controlled by **PROMOTUR**, although these may be accessible on the website.

Any contractual or non-contractual relationship, if any, which can be executed with third parties contacted via web, as well as participation in contests, promotions, sale of goods or services development, are considered made solely between the user and the third parties.

The user agrees **PROMOTUR** has no responsibility for any loss or damage of any kind incurred as a result of their negotiations, conversations and/or contractual or non-contractual relationships with third parties contacted via web.

2.1.3. Links to other websites.

The website may contain links to others websites provided to the user by **PROMOTUR** in order to solely facilitate access to other contents and/or services that may be of interest, which are not being managed or controlled by **PROMOTUR**.

Once the user is on these other websites, the user should be aware of indications, warning and legal notices of these websites.

The inclusion of any link does not imply any kind of affiliation between **PROMOTUR** and the owners of the linked sites.

2.2. Web access.

2.2.1. Users.

Anyone interested in information about the destination Canary Islands may use the website and will be considered for the purpose of this legal information as a **user**.

However, regarding some services and products, **PROMOTUR** will require from these users their identification for registration (hereinafter, **registered user**), and they will be subject to **paragraphs 4.1.** and **4.3.**

User access to the site is the sole responsibility of the user.

2.2.2. Website access service.

PROMOTUR does not guarantee website access will not be interrupted, delayed, contain errors or omissions or contain viruses or other items of similar nature.

PROMOTUR is not responsible for any damages and/or losses of any nature suffered by the user or third parties arising from:

- Lack of availability, maintenance or effective operation of the website, its services or its contents.
- Unauthorized breach of web security regarding their contents or services or the treatment of personal data stored by **PROMOTUR**.
- In general, any use of the website, its services and/or its contents the user or the third parties could make against access and use conditions thereof established by **PROMOTUR**.

3. INTELLECTUAL OR INDUSTRIAL PROPERTY.

3.1. Intellectual and industrial property of the website and its elements.

PROMOTUR, by itself or as an assignee, owns all intellectual and industrial property of the website and the elements contained therein (images, sound, audio, video and text; brands or logos, slogans, color combinations, structure and design, used materials selection, software, including necessary elements for its operation, access and use or analogous elements).

Accordingly, the use or any reproduction, distribution, public communication or transformation thereof, whether wholly or in part, of the contained elements accessible on the website is expressly forbidden and will be prosecuted.

The user may visualize the elements contained in the website and even print, copy and store them on any device or means if it is solely and exclusively for personal and private use, therefore, public reproduction, distribution, public communication, provision or any other form of exploitation is strictly prohibited.

3.2. Intellectual property of the materials available on the website.

PROMOTUR, by itself or as an assignee, owns the intellectual property rights of the available contents on its owned site.

The use or any reproduction, distribution, public communication or transformation thereof, whether wholly or in part, of the contained elements accessible on the website is expressly forbidden and will be prosecuted.

The user may visualize the elements contained in the website and even print, copy and store them on any device or means, if it is solely and exclusively for personal and private use, therefore, public reproduction, distribution, public communication, provision or any other form of exploitation is prohibited.

3.3. Intellectual property of external contents.

PROMOTUR is not responsible for any external content offered on the website by its users, nor owns or guarantees intellectual property rights thereof.

3.4. Insertion of intellectual property of PROMOTUR contents.

PROMOTUR contents which are inserted into any website, blog, platform, social or similar media, via viewer inserts, may be modified or cancelled without notice by **PROMOTUR**, without implying any right of the holders of the aforementioned media or its users.

3.5. Issues related to intellectual property rights.

If the user finds that some web content infringes any intellectual property, including copyright, the user may notify **PROMOTUR** about this issue, sending an email to the following address copyright@turismodecanarias.com, specifying "Incidence of intellectual property rights" as subject. In addition, the user must specify the foundation of its incidence in the mail, citing the legal rights in order to formulate this issue.

After due verification, **PROMOTUR** will remove the web content that violates such rights.

4. PRIVACY POLICY.

4.1. Data protection and confidentiality.

PROMOTUR informs that user data collection via web can proceed using forms.

In these forms, the user must:

(a) provide accurate, current and complete information as prompted by any registration form on the website ("Registration Data");

(b) maintain and update, without delay, the Registration Data and any other information provided to **PROMOTUR** in order to keep it accurate, up to date and complete;

- (c) maintain password and identification security, as provided in **paragraph 4.3**;
- (d) immediately notify **PROMOTUR** of any unauthorized use of the account or any other security breach;
- (e) accept all responsibility for all or part of the activities that could occur in the account, and
- (f) accept all risks of unauthorized access to Registration Data and any other information provided to **PROMOTUR**.

The site may contain the following types of forms:

4.1.1. Registrations Forms.

Registration forms, in which collection and processing of personal data are sought, must inform the users that, according to the provisions of Law 15/1999 of December 13, Protection of Personal Data and Law 34/2002 of July 11, Information Society and Electronic Commerce Services, registered users agree their data will be incorporated into a file, responsibility of **PROMOTUR TURISMO CANARIAS, S.A.**, and it will be treated with the aim of *"promoting Tourist Destination Canary Islands"*, via direct communication.

In the event of dealing with a file and/or different purpose, the user shall be informed at the time of registration.

The user is also informed that he/she may exercise the rights of access, rectification, cancellation and opposition, addressing **PROMOTUR**, Calle Víctor Hugo, 60 Bajo, 35006 Las Palmas de Gran Canaria.; Canary Islands, Spain, or sending an email to the following address: webturismolopd@turismodecanarias.com.

The notification shall contain the following information:

- Name and surname of the user and their email.
- Specific request.
- Address for correspondence purposes, date and signature of the user.

PROMOTUR will be responsible and ensure the confidentiality and security of user personal data collected via website and it is committed to fulfill its secrecy obligations with respect to personal data and its duty to treat it with due confidentiality. For this purpose, necessary measures should be taken in order to prevent alteration, loss or unauthorized access.

PROMOTUR hereby informs users that the exercise of these rights is truly personal, so only the user can exercise these rights in relation to personal data to which the user is the

legitimate owner. However, and in exceptionally admitted cases, an appropriately authorized representative of the user may exercise the aforementioned rights, providing such communication with a supporting document of such representation.

4.1.2. Other Forms.

In those other forms which do not have the aforementioned characteristics, after informing the user, **PROMOTUR** will not treat them in any case, only regarding the necessary safeguarding of its confidentiality and its use for the intended purpose of these forms.

4.2. Data Protection: Cookies.

According to Article 22.2, Law 34/2002 of July 11, of Information Society Services, **PROMOTUR** will use storage devices and data recovery in the terminal equipment of users by using cookies, which allows remembering user preferences for subsequent visits, and enhancing online experience; however, cookies will not process personal data or any privacy compromise.

User consent to accept data processing will be performed using one popup window, always visible until it is read and accepted.

Types of cookies used on this website and their purpose are:

- **Authentication or user identification cookies:** in order to keep users sessions registered.
- **Analysis cookies:** in order to obtain information about web surfing and measuring and analyzing the audience.
- **Advertising and behavioural cookies:** regarding the management of advertising spaces based on criteria such as ads frequency, and advertising space management according to specific user profiles.

The aforementioned does not prevent any technical storage or access for the sole purpose of carrying out a communication transmission by an electronic communications network or, to a strictly necessary extent, for the provision of an explicitly requested service by the user.

If the user chooses not to accept cookies, the user may still use our website regularly; although it is possible that user experience will be slightly altered.

Blocking or deleting cookies installed on the user's computer can be done changing the settings on the browser settings, and more information on how this can be done can be found on the following addresses, depending on the installed browser:

[Google Chrome](#)
[Mozilla Firefox](#)
[Internet Explorer](#)
[Safari](#)
[Safari to IOS \(iPhone, iPad\)](#)
[Cookies Flash](#)

If the user uses other browsers, more information about how to configure cookies installation should be obtained via help or assistance sections of these browsers.

4.3. Password privacy.

PROMOTUR, regarding access and/or use of a particular service or web content, may ask for registration and will provide the user with access keys, which are confidential, secret, personal and non-transferable, in order to access and/or enjoy the aforementioned service or content as a registered user.

Such access may be blocked by **PROMOTUR** on the assumption that a certain number of consecutive errors are occurring while entering the code. The blockage will be lifted once user's identity has been successfully verified.

The user is responsible for the password confidentiality and it shouldn't be disclosed to third parties neither its disclosure be facilitated recording them on any means.

PROMOTUR will provide the user with the mechanisms for modifying passwords in case the user requests them.

5. AMENDMENTS TO THE WEBSITE LEGAL INFORMATION.

PROMOTUR reserves the right to modify any legal determination of this information or any policy or guideline of the website at any time, at the discretion of **PROMOTUR**.

These amendments shall be valid and effective upon publication on the web, in which the updating date and its version, if any, shall be visible.

After posting the modifications, web use will constitute full acceptance by the user, for which the user undertakes checking legal information status at any time.

6. JURISDICTION.

Web users expressly waive any other applicable jurisdiction, subject to competition arising by operation of law and shall be subject to the Courts and Tribunals of the city of Las Palmas de Gran Canaria, regarding the resolution of any issues

that may arise concerning the interpretation, application and enforcement of these terms and conditions or the resolution of any dispute arising in relation to the website.