PRIVACY POLICY

1. PURPOSE

Pursuant to the legislation currently in force on the matter, which is included in the Data Protection Act 15/1999 of 13th December and the Information Society Services and Electronic Commerce Act 34/2002, of 11th July, FROM THE BENCH, S.L. (hereinafter, FROM THE BENCH), with tax ID no. B54318514, registered in the Trade Registry under volume 3279, book 0, page 173, sheet A111767, entry no. 1, and with registered address at Plaza Mayor - Elda - SPAIN, owner of the Web Page or mobile application/website AS SITE by informs their Web Site users about their Privacy Policy regarding personal information and data protection.

2. OWNERSHIP

Accordingly to the data protection legislation, we hereby inform you that the data you have furnished, shall be included in:
(i) a file owned by FROM THE BENCH, with registered office in Plaza Mayor, Elda, (Spain), and (ii) in other file owned by the NBA Properties, Inc., with registered office in at 645 Fifth Avenue, New York, New York 10022, (hereinafter, NBAP), becoming both entities Data Controllers of the data each entity create with the collecting of your personal data.

FROM THE BENCH and the NBAP, assume all responsibility regarding its correct processing and guarantee that all steps have been taken to ensure data confidentiality and integrity, both in respect of the technical and organizational aspects, as set out in the guidelines included in the Data Protection Act 15/1999 of 13th December and its corresponding implementing Regulations approved by Royal Decree 1720/2007 passed on 21st December (hereinafter Spanish Data Protection Regulations). The users agree in accordance with this Privacy Policy, with the processing and communication of their personal data as follows.

3. USE, PURPOSE, MARKETING AND ACCEPTANCE BY USER

The Site's purpose is other than collecting personal data. Access and use of the Web/Application does not imply the communication of personal data. However, any users who wish to participate in the game must fill out an online electronic form or questionnaire that can be found in the Web Site.

The completion of questionnaires and communication of data implies voluntary authorization and consent by the user regarding the processing of personal data freely provided by the Web Site user. Therefore, users expressly accept and consent that all details already provided or those that may be provided in future may be subject to processing within a personal data file. The provision of all details required for registration as a user is compulsory where expressly specified. FROM THE BENCH reserves the right to deny registration to users who fail to provide such details.

Compulsory and optional fields, depending on the information held by the user, shall be clearly highlighted within the electronic forms where personal data is collected.

FROM THE BENCH shall process all details provided by users for the following uses and purposes: Registration on the Site as a registered user, Management and Processing of services offered by Site, sending Marketing advertising, newsletters, news and other regular information on the Site to users, Management and supervision of incidents and Reward Management, as well as preparation of statistics.

You agree that in order to provide services to you which you have requested including relevant content and advertising, and to track and award virtual rewards, we may exchange information that we collect from you with third parties who help us perform these tasks and provide these products and services including UDID (unique device identifier), MAC address, OpenUDID, information about your device systems, application software and periphals, and the country setting on the device.
4. DATA PRESERVATION

In accordance to data quality principles FROM THE BENCH, shall only preserve the details provided by users for the period required to carry out the purposes established under clause 3.1 of this Privacy Policy and all those relevant in compliance with Spanish Data Protection Regulations. All details will be destroyed after the completion of the above mentioned purposes using a method that shall guarantee the security and confidentiality of all personal details processed.

5. SHARING AND ACCESS TO DETAILS

FROM THE BENCH would like to inform users that personal data provided by them shall under no circumstances be transferred or communicated to any third parties, except in order to improve service standards, other circumstances that FROM THE BENCH may deem appropriate and to proceed to deliver the rewards (if applicable) at the end of the championship. In the last case, personal details of winners will be passed on to the courier company in order to be delivered without delay. Users hereby expressly and unequivocally authorise FROM THE BENCH to transfer the data subject to processing for these purposes. FROM THE BENCH, on the other hand, undertakes to request users expressly and in written for any new authorisation in case it was required to transfer their details for other purposes not included in this clause.

6. RIGHTS OF ACCESS, CORRECTION, OPPOSITION AND CANCELLATION

Under Spanish Data Protection Law, the acceptance of users regarding the processing of their personal details is always revocable. Therefore:

1. In relation to the file owned by FROM THE BENCH users may exercise at any time their right of access, correction, cancellation and opposition within the terms set out by Spanish Law, by sending a written and reliable communication by registered post to the following address: Plaza Mayor 9, 03600 - Elda (Alicante) - SPAIN, or by any other reliable means through which proof of submission can be obtained. The above communication must include the user's identification details, such as a photocopy of the user's ID card, postal address, telephone, contact name, email address and a brief note explaining the reasons behind the exercise of their rights, and in relation to

1. the file owned by the NBAP, users may exercise at any time their rights of access, correction, cancellation and opposition under the terms set out by Spanish Law by contacting the NBAP at the following email address: FanRelations@NBA.com

7. SECURITY AND CONFIDENTIALITY MEASURES

FROM THE BENCH and NBAP guarantee full compliance with the provisions contained in Spanish Data Protection Regulations. Furthermore, it guarantees due compliance with the provisions set out in Act 34/2002 of 11th July on Information Society Service and Electronic Commerce in regards to user information and unsolicited marketing communications otherwise known as spam. FROM THE BENCH and NBAP also guarantee full confidentiality on all communications submitted to users, as well as the correct and diligent processing of personal details provided by the user. FROM THE BENCH and NBAP undertake to avoid disclosing any confidential information or inform regarding any details subject to processing, except where expressly required by law or by the relevant public authorities in conformity with any legal provisions and regulations that may apply.

8. USER’S OBLIGATIONS
Users are responsible at all times as regards to the veracity of the details provided. FROM THE BENCH, reserves the right to exclude any users from their registered services if found to have provided false, vague or incorrect details, in addition to any other legal actions that may apply. Except where legally entitled, users may not use another individual's identity, and may only provide personal details corresponding to their own identity.

9. CONSENT

Registration as a user implies acknowledgement and acceptance of the terms and conditions set out in this Privacy Policy. Users hereby agree expressly, freely and voluntarily to consent to the automatic processing of their personal details as well as to include them in the personal data files owned by FROM THE BENCH and NBAP in accordance with these clauses. Users also consent to receive any marketing communications sent by FROM THE BENCH and by NBAP to its registered users.

10. MARKETING COMMUNICATIONS

(i) Notwithstanding the foregoing paragraph, and in conformity with Spanish Act 34/2002 of 11th July on Information Society and Electronic Mail Services concerning the submission of emails or equivalent type of electronic communications containing commercial information about new services offered by the Site and/or products and services by other company's in the group, users are required to provide express authorization. Therefore, any users who do not wish to receive such commercial and advertising information must expressly specify their preference in this clause.

(ii) Furthermore users, providing their mail address, expressly consent to receive emails containing commercial and advertising informations from NBAP.

11. COOKIES

Cookies are data stored in the computer's hard disk that enable a faster and optimized performance by the server and the service.

FROM THE BENCH informs that they currently do not use cookies in their Web Site.

12. UPDATES AND MODIFICATIONS ON THE PRIVACY POLICY

FROM THE BENCH reserves the right to modify the terms and conditions set out in this Privacy Policy at any time, provided that they comply with Spanish Data Protection Law currently in force, and undertakes to inform all users in written and in a reliable way, either by publication in the Web Site or by sending an email or via any other communication means that they may consider appropriate regarding their increase, modification or extension.

13. CONTROVERSY RESOLUTION

The parties expressly renounce to any jurisdiction that may apply to them and agree to submit themselves to the Courts of Madrid to resolve any dispute that may arise from any controversy regarding the interpretation or compliance with this Privacy Policy, which shall be governed by the Spanish legislation.

14. PRIZE APPLICATION NOTES::
The company From The Bench, S.L. – incorporated in Alicante with registered address at Plaza Mayor, 9, 03600, Elda (Alicante), with CIF B54318514, on the basis of a preset reward system, will give away the prizes stated in the game to any user previously registered in the game and fulfill all of the these conditions.

From The Bench reserves the right to substitute, at any time, a signed prize for a non-signed prize.

The game will send a notification inside the game itself to the winner requesting his personal information, always when this information is necessary, to be able to send the corresponding material prize.

If, after a period of 10 days, this user does not reply to the notification with his information, the prize will not be delivered and no claims will be accepted.

We inform all users that, due to bureaucracies and logistic reasons, prizes may take several months to be delivered and they can even be delivered during the following season.

The products will be chosen by From The Bench, S.L., according to its stock and availability. No user can choose the size, position, name of the player(s) who sign(s) the prize, or any other detail, at any time.

If users are not previously informed about the material prize, then they will receive the prize of "Coins", according to the amount specified in each one of them, which can be used within the game.

The different packs can be modified freely by From The Bench, S.L. unilaterally and without prior notice.

The NBAP is the responsible for sending the prize to user.

In the exceptional event that From The Bench handles the delivery of the reward, From The Bench will only be responsible for the cost of the transportation. If, once the package has arrived into the country of destination, the delivery requires any mandatory taxes or tariffs, From The Bench is NOT responsible for such payment, the decision of whether or not such payment would be made is that of the receiver. If the receiver chooses not to accept the payment, the shipment will be returned to its original location and From The Bench will not ship the package again. The winner will be able to contact a messenger him or herself to collect the package in the From The Bench office. From The Bench is not responsible for that cost.

14.1 OTHER REGULATIONS

To take part in this promotion the user must be more than 18 years of age.

If no user of the Special League fulfills the requirements to receive the promotional reward, this prize shall be declared void.

It is expressly forbidden to register new accounts with the sole purpose of giving benefits to accounts previously created, regardless of the platform.

Users who breach this condition may find themselves subject to the following:

On the first occasion of a breach, the users' budget (both inside and outside the bank) will be removed.

On the second occasion, the user's account will be deleted and all game records will be removed.

The administrator advises and the user accepts, the continuous change of the game rules (Bases) throughout the game. The user also accepts the update of the rules at any time after the publication of the new feature, error detection or for any other reason that the company deems necessary in technical, business, and organizational terms.

In case of any controversial situations that may not be expressly regulated in the terms and conditions, these shall be resolved by the GAME MODERATOR on the basis of "fairness". All resolutions adopted, where suitable for general application, will automatically become a mandatory rule for all users.

Users that make any fraudulent and/or irregular use of the application and its features will be penalized by the game moderator, being able to even eliminate the game account. All users that take advantage of any vulnerability, even if it's only for a short amount of time, will be rectified or penalized by the game moderator on the basis of "fairness".

The user, after accepting his participation, accepts these rules, as well as the positions indicated in the different competitions at all times.

In case of any doubts regarding the operation of the game, users can contact the Support Service within the game to obtain clarification and assistance.

PRIZES CONDITIONS - PLAYOFFS
FROM THE BENCH, on the basis of a preset reward system, will give away the prizes stated in the game regarding the special tournament "PLAYOFFS". The material prizes will be given away depending on the users’ position (ranking) in the tournament.

The system will send a notification to the winner asking for his/her personal information for the delivery of the corresponding prize. If, after a period of 10 days, the user does not reply to the request, the prize will not be delivered and no complaints will be accepted. To take part in this promotion the user must be more than 18 years of age.

If no user fulfills the requirements to receive the promotional reward, the prize shall be declared void.

If the prize cannot be delivered due to stock or any other reasons, FROM THE BENCH will select and give away a prize of equal value.