TERMS AND CONDITIONS OF THE BANCO SABADELL

"AMAZIONANTE MAYO" PROMOTION

1. ORGANISER AND PRODUCTS OR BRANDS SUBJECT TO THE PROMOTION

TLC MARKETING WORLDWIDE IBERA S.L. (hereinafter the "organising company") whose address is Plaza Marqués de Salamanca, 10, 1º D and holder of Tax ID Number B86155280, is running the "AMAZIONANTE MAYO" promotion with a view to promoting the use of the Banco Sabadell Mastercard debit card.

2. GIFT ASSURED

All received entries that fully comply with these terms and conditions shall receive the following gift (hereinafter, the "gift"):

One (1) **gift code** that can be redeemed on <u>www.amazionante-mayo.com</u> giving the participant one (1) Amazon.es gift card. Restrictions apply. See details at <u>www.amazon.es/gc-legal.</u>

The amount of each Amazon.es gift card shall depend on the objective that each customer achieves.

Banco Sabadell customers who do not already have a Banco Sabadell Mastercard debit card can get one (1) Amazon.es gift card worth up to €15.

- If they apply for their Banco Sabadell Mastercard debit card and add it to a mobile payment platform (Google Pay, Apple Pay or Samsung Pay) they will get €5.
- If they make a payment with their Banco Sabadell Mastercard debit card via a mobile payment app (Google Pay, Apple Pay or Samsung Pay) they will get €5.
- If they make a second payment with their Banco Sabadell Mastercard debit card via a mobile payment app (Google Pay, Apple Pay or Samsung Pay) they will get €5.

Example: if a customer applies for a Banco Sabadell Mastercard debit card for the first time, adds it to their wallet but does not make a payment with it, they will receive €5. If one payment is made, they will get €10. If two payments are made, they will get €15.

The maximum amount of the Amazon.es gift card shall be €15, regardless of whether the user has made more than 2 purchases.

Banco Sabadell customers who already have a Banco Sabadell Mastercard debit card can get one (1) Amazon.es gift card worth up to €10.

- If they make a payment with their Banco Sabadell Mastercard debit card via a mobile payment app (Google Pay, Apple Pay or Samsung Pay) they will get €5.
- If they make a second payment with their Banco Sabadell Mastercard debit card via a mobile payment app (Google Pay, Apple Pay or Samsung Pay) they will get €5.

For example: if a customer makes a payment with their card via their wallet, they will get €5. If two payments are made, they will get €10.

The maximum amount of the Amazon.es gift card shall be €10, regardless of whether the user has made more than 2 purchases.



3. GEOGRAPHICAL SCOPE OF THE PROMOTION

The promotion covers the entire Spanish territory.

4. LEGITIMATE INTEREST TO PARTICIPATE

All individuals over 18 years of age who are legal residents in Spain and who are not already holders of a **Banco Sabadell Mastercard** debit card **and who complete the following steps** before the end of the promotional period set out in **point 5** of these terms and conditions may participate:

- Take out one (1) Banco Sabadell Mastercard debit card.
- Add it to a mobile payment method: Google Pay, Apple Pay or Samsung Pay.
- Make one (1) or two (2) payments with their Banco Sabadell Mastercard debit card.

The promotion is limited to the first 10,000 customers of this group that meet the requirements of the promotion.

All individuals over 18 years of age who are legal residents in Spain and who are already holders of a **Banco Sabadell Mastercard** debit card and **who complete the following steps** before the end of the promotional period set out in **point 5** of these terms and conditions may participate:

- Add their Banco Sabadell Mastercard debit card to a mobile payment method: Google Pay, Apple Pay or Samsung Pay.
- Make one (1) or two (2) payments with their Banco Sabadell Mastercard debit card.

The promotion is limited to the first 6,000 customers of this group that meet the requirements of the promotion.

In both cases, it is of utmost importance to have received the promotion communication from Sabadell.

Employees of the organising company or affiliated companies, advertising agencies, or collaborating companies are excluded from participating in this promotion. Participation of relatives up to the second degree of any of the aforementioned is also not allowed.

Banco Sabadell customers who are already holders of a Banco Sabadell Mastercard debit card at the time the promotion starts are excluded from the promotion.

5. DURATION OF THE PROMOTION

The promotion shall run over three (3) different periods, (hereinafter, the "period"), as follows:

The period to **meet the campaign objectives** shall start at 00:00 on 02/05/2024 until 23:59 on 31/05/2024, Spanish peninsular time (hereinafter, the "**promotional period**").

Once the promotional period comes to an end and, provided the user has met the campaign objective, they shall be sent a promotional code giving them access to participate and select their gift from 00:00 on 01/06/2024 until 23:59 on 15/09/2024, Spanish peninsular time (hereinafter, the "participation period").

The Amazon.es gift card shall be valid until 31/03/2034 (hereinafter, the "enjoyment period").

The period to file participation-related claims shall end 30 calendar days after the end of the participation period.

6. COMMUNICATION OF THE PROMOTION

The promotion shall be communicated by e-mail as well as on the promotion website www.amazionante-mayo.com, and on the Banco Sabadell corporate website: https://www.bancsabadell.com/.



7. HOW THE PROMOTION WORKS

The participant shall be considered to be the person who correctly carries out the following steps:

- 1. Take out and activate one (1) Banco Sabadell Mastercard debit card. Should the customer already hold a Banco Sabadell Mastercard debit card, they shall not have to apply for a new one.
- 2. Add the Banco Sabadell Mastercard debit card to a mobile payment service such as Google Pay, Apple Pay or Samsung Pay.
- 3. Make one (1) or two (2) payments with their Banco Sabadell Mastercard debit card.

Steps 1, 2 and 3 must be completed during the campaign promotional period.

The user will receive an e-mail from Banco Sabadell with their promotional code once the promotional period has ended.

- 4. Go to the promotion website www.amazionante-mayo.com during the participational period and fill in the registration form by providing the following information:
 - a. **Promotional code** provided by Banco Sabadell
 - b. Name
 - c. Surname(s)
 - d. E-mail address
 - e. The user must confirm that they have read and accepted these terms and conditions and the privacy policy by ticking the check boxes provided on the registration form. They may also decide whether or not they agree to being sent commercial communications by the **organising company**.
- 5. Select their gift.
- 6. Fill in the customer satisfaction survey.
- 7. Once the survey has been taken, the participant will receive an e-mail link to receive their Amazon.es gift card along with instructions on how to use it. This link must be clicked before the end of the participation period. If the user does not click on the link within the indicated period, they will miss out on the opportunity to receive the gift.
- 8. After having confirmed their gift in accordance with the previous step, the participant shall be sent the instructions by e-mail on how to avail of the chosen gift. The participant shall be responsible for filing a claim to the **organising company** about e-mail communications not received within the time limits set forth herein.

8. GENERAL CONDITIONS OF THE PROMOTION

The promotion is limited to a maximum of one (1) participation per person, identified by their DNI/NIE (National ID/Foreigner ID Number) and/or e-mail address, regardless of purchases made with the Banco Sabadell Mastercard within the promotional period.

The promotion is limited to the first 16,000 customers who meet the requirements of the promotion.

The holder of the Banco Sabadell Mastercard must match the participant registered on the promotional website in accordance with the details set forth in **point 7** above.

The **organising company** shall be held harmless with regard to damages of any kind due to the temporary lack of availability, lack of continuity of operation and/or failures in accessing the different pages and sending participation responses via the Internet. Therefore, the participant shall be responsible for filing a complaint with the **organising company** with regard to any communication not received within the deadlines set in **point 5 and point 7** herein.

With a view to guaranteeing the veracity of the participation, the **organising company** may ask the participant for an official document as proof of their identity and/or address, as well as a bank statement or other additional document as proof of the purchase with the Banco Sabadell Mastercard on the promotion dates set.



The participants must receive the **gift** as it is indicated. In no case shall it be possible to exchange it for cash of a value similar to that of the gift. The gift may not be subject to any change, alteration, compensation or transfer at the request of the winners.

Selling the aforementioned gifts is strictly prohibited.

The **organising company** reserves the right to exchange the gift specified in **point 2** of these terms and conditions for another of equal or greater value.

The **organising company** reserves the right to take legal action against anyone found to engage in any activity that could be considered manipulation or falsification of participation.

Neither Amazon nor any other collaborator other than the **organising company** organises or manages this promotion in any way. Participants release the afore-mentioned brand from all responsibility for participating in this promotion or receiving the prize.

The **organising company** reserves the right to make any changes it sees fit to these rules at any time and to take the appropriate measures to resolve conflicts or disputes that may arise in the Promotion, provided that they are justified, do not unduly harm the Participants in the Promotion and are duly communicated.

9. CONDITIONS TO AVAIL OF THE GIFT

Once the gift has been selected in accordance with point 7.4 herein, it cannot be cancelled or modified.

The participant must confirm their **gift**, in accordance with the instructions set out in **point 7.6** within the **participation period**. After this period, the link will expire and the participant will have lost the right to avail of the **gift**, and shall not be able to claim any compensation whatsoever from the organising company.

The gift will be subject to the particular conditions of Amazon. Restrictions apply. See details at www.amazon.es/gc-legal.

The **gift** can be used by new and existing users of the platform alike.

Should the gift be waived by the winners, this shall not entitle them to any compensation or indemnification.

The **organising company** accepts no liability for any loss, harm, theft, delay or any other circumstance attributable to third parties that may affect how this Promotion is run.

The winners shall hold the **organising company** and its collaborators harmless with regard to any responsibility derived from any damage they may suffer while availing of the gift that is the object of this promotion.

10. TAXATION

For these purposes, we hereby inform you that the value of the prize offered in this promotion does not exceed €300 and all gifts included are subject to current tax legislation.

11. DISQUALIFICATION OF PARTICIPATIONS

Entries that do not comply, or unlawfully comply, with the steps set out in section 7 above, that exceed the limitations of section 8 above and, broadly speaking, that do not meet the requirements and conditions set forth herein, shall be disqualified. In such cases, the participant shall lose the right to avail of the **gift** and/or any type of compensation.

Furthermore, people who use it in an improper manner, whether by receiving help and/or having an advantage to manipulate their participation, shall be disqualified. Entries with incomplete, manipulated or false information shall also be disqualified.

Entries received after the deadlines set forth herein shall also be disqualified.



12. INQUIRIES OR INCIDENTS

The participant may contact the Customer Service Department exclusively for the "Amazionante" promotion via the following channels:

- By e-mailing <u>amazionante@tlcrewards.com</u>
- By calling +34 910 78 48 30.

The opening times for the Consumer Service are as follows:

- From Monday to Thursday from 10:00 am to 5:00 pm
- Fridays from 10:00 am to 3:00 pm
- No service: Weekends, bank holidays, local holidays in Madrid and its autonomous community excluded.

For queries not related to the promotion, users and participants may contact Sabadell using the following channels:

• By e-mailing infobs@bancsabadell.com

For the purposes of this promotion, business days are understood as Monday to Friday, excluding weekends, national holidays, local holidays in the city of Madrid, and its autonomous community.

13. LIABILITY

Any password or code sent to the participant shall be considered to a bearer certificate. Loss, theft thereof or damage thereto that renders them unusable or illegible shall not entitle the holder to a replacement, therefore the **organising company** shall be held harmless in this regard.

14. PERSONAL DATA PROTECTION

1. Data controller:

TLC MARKETING WORLDWIDE IBERIA S.L. (Organising company data)

2. Purpose of processing:

- 1. Manage the participation in the promotion.
- 2. Manage the contact with participants and winners.
- 3. Manage and deliver prizes.
- 4. Conduct qualitative satisfaction surveys after the promotion has ended.

3. Legitimate interest:

Personal data, for the purposes set out in 2.1 to 2.4, shall be processed as necessary to fulfil the participant's participation in the promotion.

4. <u>Data recipients:</u>

The data provided shall not be transferred to third parties.

TLC Marketing Worldwide S.L, responsible for managing the promotion shall have access to your data as data processors, using the information solely to fulfil the assigned services entrusted by Banco de Sabadell, through Mastercard advisor, S.A. with regard to participation handling, communications with participants and winners, prize delivery and management, as well as announcing winners.

Participant data shall be disclosed to the service-providing companies that need to be contracted to avail of the gift.

5. Retention period:

Personal data will be processed for the time necessary to fulfil the purposes for which they are collected, and after this period, during the periods established by legislation on the statute of limitation of liabilities.



6. Security measures:

The organising company has implemented the necessary technical and organisational measures to ensure the security and integrity of the data, as well as to prevent the alteration, processing and loss thereof as well as unauthorised access thereto.

7. Exercise of rights:

You may exercise your rights of access, rectification, erasure, restriction of processing, portability and objection, providing proof of your identity, by e-mailing datos-es@tlcrewards.com. In the event that your rights are not properly addressed, we inform you of your right to file a complaint with the Spanish Data Protection Agency.

View the full Privacy Policy at www.amazionante-mayo.com.

The organising company cannot verify the veracity of the data provided, therefore it is the participant's responsibility to provide truthful, correct and up-to-date data.

With a view to measuring the satisfaction of the participants in terms of quality and to make improvements to future promotional campaigns run by the organising company, the participant is hereby informed that they shall be asked to give their opinion by e-mail or telephone on this promotional campaign while thanking them for their participation therein, and, if provided by the participant, they shall be used for the sole purpose of evaluating the success of the campaign.

15. ACCEPTANCE OF THESE TERMS AND CONDITIONS

Participation in the Promotion entails the express and unreserved acceptance of these terms and conditions, which shall be available to any interested party:

- On the promotion website.
- At the postal address of the organising company's offices.

16. RELEVANT LAW AND JURISDICTION

These terms and conditions are governed by Spanish law.

