

Terms and Conditions of the Promotion: “Priceless Weekend and Coupons”

The company Banco de Sabadell, S.A., Avda. Óscar Esplá, 37, 03007 Alicante, registered in the Mercantile Register of Alicante, volume 4070, folio 1, page A-156980, Tax ID A08000143, a credit institution subject to the supervision of the Bank of Spain and registered in the Special Administrative Registry under number 0081 (hereinafter, the **Bank**), with the support of Mastercard Europe, S.A., is organising this Promotion called “Priceless Weekend and Coupons” (hereinafter, the “**Promotion**”), which will be governed by the following Terms and Conditions (hereinafter, the “**Terms and Conditions**”).

1. Products or brands subject to the Promotion

The purpose of this Promotion is to encourage the sign-up for and use of credit cards among its customers, specifically the “Mastercard Business” and “Mastercard Business Platinum” (hereinafter “**Mastercard Credit Cards**”) for the payment and financing of the purchase of goods and services in physical stores and online, in this country and abroad.

2. Participants. Who is the Promotion aimed at?

The Promotion is aimed at Banco Sabadell **customers**, natural persons, of legal age, and residents in Spanish territory (i.e., Mainland Spain, the Balearic Islands, the Canary Islands, the Autonomous Cities of Ceuta and Melilla), with four modes of participation, who:

- have an active Mastercard Business credit card they regularly use
- hold a Mastercard Business credit card that has not been used in the last 6 months
- hold an inactivated Mastercard Business credit card
- do not possess a Mastercard Business credit card

Customers that meet the requisites, requirements and conditions expressed in these Terms and Conditions (hereinafter, “**the Participants**”), may be eligible for a possible **direct prize**, as well as the right to participate in the Draw before a notary, which will be held on the dates and circumstances detailed below and where they may be eligible for the prize described below (hereinafter, the “**Draw**”).

Given the nature of the cards subject to the Promotion, the customers must act within the context of the professional or commercial activity of the cardholder.

3. Duration of the Promotion

The duration of the Promotion will run from 2 December 2024 to 12 January 2025, both dates included (**validity period**).

4. How the Promotion works

Participants who meet the following conditions will participate in the Promotion, depending on the scope of the Promotion in which they participate:

To participate in the Draw: Participants will earn entries for the Draw to be held before a notary public, due to their loyalty, activation and every 50 euros purchased within the validity period of the Promotion. The higher the amount the participant pays with their card, more entries in the Draw the following persons will be entitled to:

- Customers that have an active Mastercard Business credit card they regularly use
 - o they will begin with 15 entries in the Draw due to their **loyalty**
 - o they will continue accumulating entries in the Draw by using their card (1 entry for every 50 euros)
- Customers that hold a Mastercard Business credit card that has not been used in the last 6 months
 - o they will get 10 entries in the Draw due to activating their card and continue accumulating entries in the Draw by using their card (1 entry for every 50 euros)

- Customers that hold an inactivated Mastercard Business credit card
 - o they will get 10 entries in the Draw due to **activating** their card
 - o they will continue accumulating entries by using their card (1 entry for every 50 euros)
- Customers that do not possess a Mastercard Business credit card
 - o they will get 10 entries for contracting and **activating** the card
 - o they accumulate entries in the Draw by using their card (1 entry for every 50 euros)

Eligible purchase transactions: for the purposes of this Promotion, purchase transactions that entitle the user to entries to be eligible for a prize shall be understood to be all purchase transactions made during the Promotion validity period, both nationally and internationally, with a “Mastercard Business” or “Mastercard Business Platinum” credit card and which correspond to the acquisition of goods or the payment of a service carried out in the context of their professional activity, regardless of the currency, the type of transaction: online or offline, in physical or electronic commerce, regardless of the establishment or the country in which said transaction was carried out. Payment for financing transactions is expressly excluded, even if they are settled under the description of “purchase”. Cancelled or returned transactions are excluded from the Promotion. One entry shall be given for every 50 euros.

To participate in the Direct Prizes: the 5,000 Participants making the highest “**eligible purchase transaction**” amounts within the Promotion validity period will win a guaranteed prize from among those described in section 5.b) of these rules.

Without prejudice to the foregoing, the following shall not be entitled to the prize under any circumstances:

- Those who, on the date of the Draw or the date of the delivery of the prize, are not customers of the Bank.
- Customers who, at the time of the Draw, have an overdue debit balance due for any reason, have any type of non-payment to the Bank, have initiated any judicial, arbitration or administrative proceeding against the Bank or are in any situation of non-payment or breach of any obligations they have undertaken with the Bank, regardless of whether they are due to contracts other than those that are the subject of this Promotion.
- Any customer who, in the opinion of the Bank, is believed to have acted fraudulently in this Promotion.

Only those “Mastercard Cards” formally and validly issued by the Bank will be valid for the purposes of this Promotion, provided that all the card issue application forms are correctly, validly, completely and effectively completed for each of the fields that comprise them, without inaccurate data being admissible or that, on the date required in each case during the course of the Promotion, management of the Draw and delivery of prizes, are not updated and in force.

The participation of employees of Banco Sabadell or affiliated companies, advertising agencies, or collaborating companies in this promotion is not permitted. Participation of relatives up to the second degree of any of the aforementioned is also not allowed.

5. Prizes

The Promotion Participants may opt for one of the following two types of prizes:

a) Direct prize:

The 5,000 Participants making the highest “**eligible purchase transaction**” amounts within the Promotion validity period will received a guaranteed prize consisting of one of the five thousand promotional Coupons available, which can be exchanged at www.deseosnavidadbusiness.com, where they may choose between three options:

- i) € 30 hotel discount card
- ii) € 30 restaurant discount card or
- iii) €30 Amazon.es gift card.*

* Until supplies last (2,500). If supplies run out, the winner must choose from one of the other two gift/discount cards.

b) Draw:

Additionally, for every 50 euros of “**valid purchase transactions**” made during the Promotion period, Participants will receive an entry in the Draw, which will be carried out before a notary public under the terms set forth in section 6 of these rules. A package called “**Priceless Weekend**” by Mastercard will be drawn for two people (hereinafter the “**Prize**”), which includes the following:

- Train (AVE) or plane transfer, within the national territory of Spain, round trip from the city of origin to the city of destination, in tourist class.
- One (1) night's stay in a 4-star hotel on a bed and breakfast basis.
- Gastronomic experience, in lunch or dinner format, chosen by the winner, for two people, to be selected from six Michelin-starred restaurants: Madrid (A'Barra), Barcelona (Alkimia), Bilbao (Ola Martín Berasategui), Valencia (La Salita), Málaga (José Carlos García) and Pontevedra (Casa Solla), all of which include:
 - Welcome and presence of the chef* and his team
 - Extended seasonal tasting menu
 - Exclusively designed wine pairing
 - Personalised attention during the experience
 - Exclusive gift from the restaurant

* Subject to availability.

The experiences included in the “Priceless Weekend” pack are subject to availability.

Dates on which fairs or sporting events are to be held in the destination cities are excluded, which may entail a significant increase in the indicated cost.

Furthermore, the “Priceless Weekend”, including the description, duration and content thereof, are subject to availability at the time when the booking is made, depending on the dates of the PRIZE assignment and the dates chosen by the winner to enjoy it.

The Prize does not include transport or travel expenses within the destination city (the winners must arrange transport from the airport to the hotel, from the hotel to the restaurant, etc.) or food, or in general any other expense other than those expressly contemplated in the elements listed in the Prize description.

The Bank reserves the right to modify the aforementioned PACKS, including new hotels or restaurants, or modifying and replacing any of those mentioned with other different ones, always with similar characteristics.

The pack is valued at 1,695.00 euros (approximate value).

6. Draw before notary public

The Draw before notary public will be held on 21 January 2025 before the Notary Public Ms. Palmira Delgado Martín, of the Illustrious College of Notaries of Madrid, located at Calle Juan Bravo 32, 1º derecha, 28006, Madrid.

At the end of the Promotion Validity Period, each Participant who meets the requirements indicated above, shall be assigned the corresponding entries for the Draw, according to the criteria set forth in

section 4 of these Terms and Conditions and the Bank will generate and send to the Notary a file in which all the rights of participation in the Draw shall be perfectly numbered and identified, stating in said file the following information:

- a) Individual identification code assigned to each of the Participants.
- b) Number of entries to which each Participant is entitled.

The Bank shall record the aforementioned individual identification code repeated as many times as the participation rights each Participant has obtained, which shall be recorded in the order deemed appropriate: by date of generation of the right of each participation in the Draw or correlatively for each Participant.

The computer support to be used for the Draw shall be a conventional computer. The winner of the DRAW (the “winner”) shall be obtained by a random combination system, using the computer application provided by the notary.

This system, under the supervision of the notary, will randomly select 1 winner of the prize for this Promotion and 15 alternates who will be kept in reserve. The notary will draw up the minutes of the Draw with the ordered list of the entries selected by the tool for the winner, and the 15 for the winner's alternates who will be presented according to an order also randomly generated by the computer system.

The prizewinner will be the individual identified as the Mastercard holder that has met the participation requirements for the Draw. The Bank will notify the prizewinner and other circumstances related to the enjoyment of the Prize via the telephone number or email address that the cardholder has indicated to the Bank as a communication channel.

The “Mastercard Cards” must be valid and operational and their holder must meet the requirements set forth in these rules until the Prize is delivered. If the winner is found to have failed to meet any of these requirements before the Prize is delivered, the persons listed in the minutes will be called in the order set forth therein until the Prize is finally delivered.

The Bank will retain the computerised files containing all the clients who meet the requirements set forth in these Terms and Conditions and who enter the Draw, for a period of thirty (30) calendar days from the date of its celebration, in order to be able to attend to any request for verification of the requested participation, unless, in accordance with the regulations on the protection of personal data, they must be kept for a longer period.

7. Notification of winners, and delivery and instructions for enjoying the prizes.

The communication of the prizes and the delivery and enjoyment of them will be done differently for each of the two types of prizes in the Promotion:

7.A) For the Direct Prize (5,000 coupons):

Once the Bank has verified the data of the 5,000 winners of the guaranteed prizes described in section a) of section 5 of these Terms and Conditions, and all of them have complied with the requirements requested in this Promotion, within 10 business days from the date of the Draw before a notary public, they will be notified of their status as winners by email, which will include the available “*Promotional Coupon*”, with the precise instructions for its delivery.

Said contact will be made to the telephone number and/or email address as provided by the Participants and listed in the Bank's files. In the event that any winner waives the Prize, is not located, or does not meet the requirements of the rules, the next winner who has made the most valid purchase transactions during the promotional period will be selected, until the maximum quota of 5,000 guaranteed prizes assigned to this campaign is exhausted.

In no case shall the loss or waiver of the status of winner or the Prize generate the right of the winners to obtain any other type of compensation, indemnity or item of similar value.

The "Promotional Coupons" must be redeemed at www.deseosnavidadbusiness.com, selecting from one of the three available products described under heading a) of section 5 of these Terms and Conditions, while stocks of each last. These coupons cannot be recharged, resold, transferred for a value, redeemed for cash or used with another account. The Bank is not responsible for the loss, theft, destruction or unauthorised use of the Promotional Coupons.

The use of the Promotional Coupons is subject to the stipulations of the full Terms and Conditions available at www.deseosnavidadbusiness.com

The Bank reserves the right to substitute the aforementioned prizes for others of similar characteristics and value. Once defined by the Bank, the prizes may not be substituted for any other prizes, nor will they be subject to any countervalue, exchange or financial compensation at the time of collection or delivery.

7.B) For the prize of the Draw before Notary Public (Priceless Weekend PACK):

For this Prize, the Bank will notify the winner of their Prize within ten business days after the Draw before a notary, via a telephone call and/or email, as provided by the Participants and listed in the Bank's files. In the event that the winner renounces the Prize, is not located, or does not meet the requirements of the rules, a substitute will be chosen in the order selected by the tool used by the notary.

Once the first contact has been made with the winner, he/she will have a maximum period of 24 hours to contact the Bank in order to express his/her willingness to accept the Prize, in which case, the Bank will send him/her, by email, the letter of acceptance of the Prize which the winner must return, also to the email address provided, duly signed and completed in all its sections, including all tax data for personal income tax purposes, and signed together with a copy of their national identity document (DNI/NIF) or valid passport, within a maximum period of 24 hours from its receipt.

The Bank will consider as NON-ACCEPTANCE OF THE PRIZE (WAIVER):

- The return of the letter of acceptance NOT signed by the winner. Conditional or limited acceptances will not be valid.
- Failure to present the letter and/or documentation that, where applicable, is requested, within a maximum period of 24 hours from its sending.

In the event that the winner or any alternate waives the Prize, is not located or does not meet the requirements, the same procedure will be followed, selecting the next alternate on the list, and the Prize may be void if the list of alternates is exhausted.

The Bank reserves the right not to award the prize to a person other than the winner or his/her legal representative.

In no case shall the loss or waiver of the status of winner or the Prize generate the right of the winners to obtain any other type of compensation, indemnity or item of similar value.

Once the Prize has been accepted by the winner under the established terms, the Bank will inform the winner of the method of delivery of the Prize by email, indicating that they must write an email to the collaborating agency IDÓNICA GMBA, S.L., with Tax ID B-86795911 (hereinafter "Idónika"), at pricelessmadrid@idonika.com, as the entity designated to manage the transport, hotels and restaurants bookings, as well as any related queries or incidents, and for that sole purpose, identifying themselves as the winner of this Promotion and providing the following information (winner and companion): name and surname, ID, date of birth, city of origin and city of destination, travel dates (3 or 4 in order of preference), dining venue chosen from the 6 available, any food intolerances or allergies, and their choice of lunch or dinner service.

Bookings must be requested by the winner at least 2 months in advance of their chosen date.

Once completed the previously described process, the collaborating agency Idónika will handle the delivery of the Prize and make the bookings based on availability on the requested dates, offering alternatives if necessary.

Idónika will directly resolve with the winner any doubts or queries that arise during the booking management process.

Once the booking has been confirmed by the winner, no changes or cancellations will be permitted and the Prize will be personal and non-transferable for the beneficiary Participant to enjoy, with no option for exchanging or replacement compensation of any kind.

The period to enjoy the “Priceless Weekend Pack” is 2 years from receipt of the Prize.

The inability to enjoy the Prize due to illness, sick leave, or any other circumstance not attributable to the Bank will not give rise to any compensation.

The Bank reserves the right to substitute the aforementioned Prize for another of similar characteristics and value. Once defined, the Prize cannot be replaced for any other, nor will it be subject to any equivalent value, exchange or financial compensation at the time it is collected or delivered, and the winner is strictly prohibited from selling or transferring it to third parties by any means, except with the express prior authorisation of the Bank.

The status of winner of this Prize will be void in the following cases: a) incomplete or incorrect identification, b) failure to comply with the requirements set forth in these rules, c) impossibility of being located, d) impossibility of justifying the ownership of the corresponding “Mastercard Card” at the time of delivery of the Prize, e) if the cardholder awarded is in arrears, pre-litigation or bankruptcy proceedings with the issuing entity of his/her card, or f) in the event the winner waives the prize.

8. Publicity of the Prize

The Bank may conduct the commercial and advertising campaigns it deems appropriate in relation to the Promotion and Draw through various media. In addition, the Bank may also publicise the Draw through the app, website or branch offices of the Bank, as well as on any social media outlets. Likewise, the Prizewinner, upon accepting the Prize and if he/she wishes to do so, may expressly authorise the Bank to use his/her name and image for advertising purposes in advertising material related to this Promotion without any financial compensation.

9. What does accepting the Terms and Conditions entail?

Participation in the Promotion and access to any of the prizes, regardless of their type, implies acceptance and compliance with the Terms and Conditions set out in these rules.

As a Participant, you must follow any instructions that may be issued by the Bank.

The Bank reserves the right to adopt the decisions necessary to resolve any disputes and conflicts that may arise during the course of the Promotion, provided that these do not contravene the spirit of the Terms and Conditions set out in these rules, do not unduly harm its Participants, are not equitable or create unjustifiable comparative grievances.

10. Fraud

Should the Bank somehow detect an anomaly or suspect that a Participant or a third party is preventing the normal course of the Promotion, it may unilaterally exclude the participation of that Participant. For these purposes, the Bank has enabled the necessary technological supports to detect any possible fraudulent, anomalous or malicious action that attempts to alter the participation with the aim of illicitly obtaining the Prize. Therefore, the Bank reserves the right to remove from the registry any Participant who shows or is suspected of irregular action in the sense described.

The BANK reserves the right to disqualify the Participant, at its sole discretion, if it considers that he or she has manipulated, attempted to manipulate the Promotion or breaches any of the Terms and Conditions contain therein.

11. What is the Banco Sabadell liable for in this Promotion?

The Bank is not liable for any loss, harm, theft, delay or any other circumstance attributable to third parties or the Internet that may affect one's participation in this Promotion.

The Bank reserves the right to cancel any entry or bar any Participant if there are suspicions of improper manipulation of the Promotion.

Furthermore, the Bank shall not be held liable for damages of any kind that, despite the security measures adopted, may be result from the improper use of the services and content by the Participants, and, in particular, although not exclusively, for damages of any kind that may be due to the impersonation of a third party by a user in any kind of communication made.

The winner who is awarded the Prize provided for in section 5.b) of these Terms and Conditions must comply with the instructions given by the providers of the services offered, as well as the rules and conditions that regulate their use and enjoyment that may be dictated by the service provider. The Bank shall in no way be liable for any incident or deficiency in the provision of the service by the service providers, so any and all claims must be directed to the establishments or final providers of the service, restaurant, transport company or the hotel chosen by the Participant to enjoy their "Priceless Weekend Pack" Prize.

Each service provider is also exclusively liable for ensuring the integrity, quality, and timeliness of the service provision and product. They assume full and exclusive responsibility towards the beneficiaries for any deficient service provision and/or poor product quality.

Therefore, once the Prize is accepted and delivered, the Bank is not liable for its proper functioning or enjoyment. The Bank will not be liable for harm or loss suffered by prize recipients due to errors, delays, deficient provision of each service, accidents, injuries of any kind, loss of luggage, economic losses, or, in general, any other issues arising from such services. Any such claims must be directly made by the affected party against the person or entity providing the services, holding the Bank harmless against any possible claims.

12. What is the claims period?

The claims period for the Promotion shall end three (3) months after the Draw before notary public, that is, on 22 April 2025.

13. Taxation

The value of the prizes offered under this Promotion is subject to current tax law.

- The direct prize of 5,000 **redeemable coupons** constitutes a capital gain to be included in the beneficiary's General Personal Income Tax Base, not being subject to tax on account under article 75.3.f) of the Personal Income Tax Regulations.
- The prize consisting of a "**Priceless Weekend**" **pack** is subject to taxation in the winner's Personal Income Tax return as a capital gain of the General Tax Base. In accordance with Law 35/2006 of 28 November, the prizes awarded for participating in games, competitions, prize draws or random combinations, whether or not they are linked to the offer, promotion or sale of certain goods, products or services, are subject to tax withholdings if the Prize amount is greater than €300. For these purposes, the withholding tax rate established at any given time by applicable legislation shall be applied (currently 19%).

For this purpose, CROMÁTICA COMUNICACIÓN VISUAL, S.L., with Tax ID B84216795, with registered office at Calle San Germán, 44, 28020, Madrid (“Cromátika”), as a collaborating agency, will be responsible, at its own expense, for making the corresponding payment to the Spanish Tax Authority on behalf of the Prizewinner and for issuing the corresponding certificate for legal purposes.

Neither the Bank nor Cromátika shall be held liable for any tax implications that the acceptance of the prize may have on the winner’s tax situation, which will be their sole responsibility, with both parties held harmless of any liability.

14. Where can you view the Terms and Conditions?

Participation in the Promotion entails the acceptance of these Terms and Conditions, as well as the express submission to the interpretative decisions made by the Bank on any matter related to this Promotion.

The Bank is authorised to resolve any contingency not foreseen in these Terms and Conditions.

The Terms and Conditions of this Promotion are deposited with and notarised by the Notary of the Association of Notaries of Madrid Ms. Palmira Delgado Martín, at the Notary located at Calle Juan Bravo No. 32, 1º Derecha, 28006 Madrid. The Draw shall be conducted by this notary. They will likewise be deposited in the Notarial Archive of Competition Rules (ÁBACO in its Spanish initials), a general service offered by the General Council of Notaries and published on www.notariado.org/ABACO, available for consultation by the general public.

The Bank may change, cancel or suspend the Promotion due to force majeure beyond its control, and undertakes to inform the Participants of such circumstance as soon as possible.

In the event that any clause of these Terms and Conditions is declared null or invalid, the remaining unaffected clauses shall remain in force.

15. Personal Data Processing

The party responsible for the management of personal data is Banco de Sabadell, S.A., with registered office at Avda. Óscar Esplá, 37, 03007 Alicante.

The purpose is the management and control of participation in the campaign and the actions and operations deriving from it, which may involve sending electronic communications or contacting the data subject through the location data provided.

The rights of access, rectification, objection, erasure, restriction and portability may be exercised in accordance with the provisions of EU Regulation 2016/679 and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights by writing to the Bank's Data Protection Rights unit, through its registered office or offices or via the following email

address: Ejercicioderechosprotecdatos@bancsabadell.com.

Additional information can be found in the Annex published on the Bank's website (www.bancsabadell.com, "Information for customers" section, "[Annex with detailed information on personal data protection](#)"). The Participants and winner of the Prize that are the object of the Draw may authorise the bank to use their name and surname and image for any advertising or communication related to the Promotion and the draws, without any consideration, and in particular to publish it on the different websites owned by the Bank's brands. Refusal to provide this consent to such processing of personal data will in no way condition the delivery of the Prize, which is independent of it.

16. Applicable law and jurisdiction

This Promotion shall be governed by Spanish law and by the content of these terms and conditions. In the event of any divergence or controversy arising in relation to the interpretation or execution of these terms and conditions, the Courts and Tribunals of the City of Madrid shall have jurisdiction.