

TERMS AND CONDITIONS OF THE “JUNE IPHONE” PROMOTION

1. ORGANISER AND PRODUCTS OR BRANDS SUBJECT TO THE PROMOTION

Banco de Sabadell, S.A., Avenida Óscar Esplá, 37, 03007, Alicante, registered in the Mercantile Registry of Alicante, volume 4070, folio 1, sheet A-156980, Tax ID No. A08000143. A credit institution subject to the supervision of the Bank of Spain and registered in the Special Administrative Register under number 0081 (hereinafter, the Bank) is running a promotion aimed at natural persons, over 18 years of age, residing in Spain, who are listed as holders of Mastercard Debit cards issued by the Bank (hereinafter, **Mastercard cards**) or who contract and use them within the **promotional period** indicated in section 3 herein. Participation in the promotion entails acceptance of these Terms and Conditions.

The communication of this promotion shall be made through e-mail, as well as on the promotional website <https://www.bancsabadell.com/md/tarjetas/debito-sorteo-iphone-alta/en/> / <https://www.bancsabadell.com/md/tarjetas/debito-sorteo-iphone-uso/en/>, Banco Sabadell social networks, on the Banco Sabadell website <https://www.bancsabadell.com/>.

2. GEOGRAPHICAL SCOPE OF THE PROMOTION

The promotion covers the entire Spanish territory.

3. DURATION OF THE PROMOTION

The promotion will run from 00:00 on 01/06/2024 until 23:59:59 pm on 30/06/2024, Spanish mainland time (hereinafter, the **“promotional period”**).

4. LEGITIMATION TO PARTICIPATE

All natural persons, over 18 years of age, legal residents in Spain, and who are either holders of **Banco Sabadell Mastercard debit card**, or contract it during the **promotional period** and, within the same period, add it to a mobile payment platform (Google Pay, Apple Pay or Samsung Pay) incorporating it into the digital wallet of their telephone terminals (hereinafter, “register **the Card**”) and use it to make at least one purchase in a physical store may participate in the promotion.

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

Participations of employees of the organising company or related companies, or of the advertising agencies, or of the collaborating companies of this promotion will not be allowed. Participation of relatives up to the second degree of any of the aforementioned is also not allowed.

5. HOW THE PROMOTION WORKS

A Participant shall be considered to be a person who duly meets both of the following conditions:

1. Contract one (1) **Banco Sabadell Mastercard debit card** and register it, add it as a means of payment to their digital wallet and make at least one (1) in-store payment using the card.
2. Register the **Banco Sabadell Mastercard debit card** and make at least one (1) in-store payment from the digital wallet on their telephone terminals, using **the card**.
3. Make at least one (1) in-store payment with the **Banco Sabadell Mastercard debit card** from the digital wallet on their telephone terminals.

Steps 1, 2 and 3 must be completed during the **promotional period** of the campaign, after which, each PARTICIPANT who meets the aforementioned requirements, shall be assigned entries into the DRAW according to the following criteria:

- The customer who contracts the **Banco Sabadell Mastercard debit card**, registers it and uses it for the first time to make at least one purchase (of any amount) in a physical store, gets one (1) entry into the prize draw. Thereafter, every 10 purchases made in this way shall be assigned (1) additional entry into the draw.

- The customer holding the **Mastercard debit card** who registers it and uses it for the first time to make a payment (of any amount) wins (1) participation. Thereafter, every 10 purchases made in this way shall be assigned (1) additional entry into the draw.

- The customer holding the **Mastercard debit card** who has it registered in their digital wallet and who uses it for the first time to make a payment (of any amount) wins (1) participation. Thereafter, every 10 purchases made in this way shall be assigned (1) additional entry into the draw.

“Purchase” is defined as any transaction made with the **Mastercard card** with mobile payment for the acquisition of a good or the payment for a service of consumption in a physical store, expressly excluding the payment of financing transactions, even though such may be settled as a “purchase”. Cancelled or returned transactions are excluded from the promotion. The cardholder must provide the Bank, if it so requests, with the supporting documentation that shows the transaction is a “purchase” as defined under this epigraph.

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Without prejudice to the foregoing, the following shall not be entitled to the **prize** in any case:

- Those who, on the date of the draw or the date of delivery of the **prize**, are not customers of the Bank.
- Customers who, at the time of the draw or at the time of delivery of the **prize**, present an overdue debit balance for any reason, present any type of non-payment in the Bank, have initiated any judicial, arbitration or administrative procedure against the Bank or are in any situation of irregularity against the Bank.
- The client who, in the opinion of the Bank, performs a fraudulent act in this promotion.
- The people listed in section 4 of these terms and conditions are expressly excluded from participation.

6. PRIZES

The promotion consists of 1 draw before a notary to be in with a chance of winning one of Ten (10) phones: Apple iPhone 15 Pro Max free mobile 512GB – Black, (hereinafter “**The prize/s**”), with a PVP of €1,640.66 + VAT each.

The bank reserves the right to change the **prize** for another of equal or higher value.

7. SWEEPSTAKES AND PRIZE DELIVERY

The DRAW shall be held on 16 July 2024 before the Notary mentioned in section 15 herein.

Once the promotion is concluded, each Participant who meets the requirements indicated above, shall be assigned entries for the draw, according to the criteria set forth in section 5 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 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 notary shall hold the draw on the aforementioned date indicated, in which **10 winners** of the **Prizes** of this promotion and **20 substitutes** shall be randomly selected.

The computer support to be used for the Draw shall be a conventional computer. The winners of the DRAW (the “**winners**”) shall be obtained by the random combination system of the successive section, through the computer application provided by the Notary.

No Participant may win more than one **prize**. If such a circumstance occurs, automatically, the **prize** shall be assigned to the next substitute in order of designation in the draw.

The **Mastercard cards** must be valid and operational and the cardholder must not be in default with the bank; these terms and conditions apply from the start of the promotion and, if applicable, until the **prize** is delivered.

With a view to guaranteeing the veracity of the participation, the Bank may request from the participant an official document proving the identity and/or address of the latter, as well as the bank statement or other additional document proving the purchase with the **Banco Sabadell Mastercard debit card** on the established promotional dates.

The winner shall be the natural person listed as the holder of the **Banco Sabadell Mastercard debit card** who has complied with the requirements to participate in the draw. The bank shall communicate to the **winners**, by telephone, email and the other contact details that the holder has notified to the bank as a communication channel, the **prize** obtained and other circumstances related to the enjoyment thereof.

To be delivered the **prize**, the winner must sign the **letter of acceptance**, which shall authorise the company Cheque Motiva, whose complete data appear in section 8 of these legal terms and conditions, to access and process the personal data necessary for the management of the delivery of the **prize** and the Agency CROMÁTICA COMUNICACIÓN VISUAL, S.L., as a collaborating agency in charge of managing on behalf of the winner the income tax deposit before the Tax Administration in compliance with the provisions set forth in sections 8 and 9 herein.

The winner has the right to decline the **prize**, not being able to redeem or dispose of it or transfer the status of winner to a third party. The winner must receive the **prize** in the form specified, without in any case being possible the change for the perception in cash of the economic value of the same.

In the event that for any reason, 48 hours after the time of the draw, the bank has been unable to contact the winning person through the telephone or email that the holder has notified to the bank as a communication channel, or the latter could not accept the **prize**, or renounce it, or in case of identification of the incorrect winner or non-compliance with the requirements of these terms and conditions, it shall be assigned to the corresponding reserve substitute in order of extraction in the draw.

In the event that the reserve substitutes, in turn, do not accept or waive the **prize**, or in the event of the incorrect identification or non-compliance thereof with the requirements set forth herein or that the bank could not contact them through the telephone or email that has notified the bank as a communication channel, and exhausting the designated substitutes, it would be declared void.

Once the **prizes** have been accepted and delivered, the Bank is not responsible for the correct functioning thereof, which shall be subject to the warranty conditions established by the manufacturer.

The Bank declines any responsibility for damages of any kind that may be due to the temporary lack of availability, continuity of operation and/or failures in accessing the different pages and submissions of acceptance of participation through the Internet, so it shall be the responsibility of the participant to claim any communication not received within the deadlines established in these terms and conditions.

The Bank is not responsible for any loss, harm, theft, delay or any other circumstance attributable to third parties that may affect the operation of this Promotion.

8. PRIVACY

The **winners** of the **prizes** that are the object of the draw hereby 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 in the different electronic addresses of the bank's brands. To exercise personal data protection rights of access, correction, objection and other such rights, you may address your concerns to the bank's Data Protection Rights Unit via its registered offices or branches or to the following email address: Ejercicioderechosprotecdatos@bancsabadell.com. If you believe it is necessary, you can contact the Spanish Data Protection Agency at (www.aepd.com). Further information can be found in the Annex published on the Bank's website: (www.bancsabadell.com, "Information for customers" section "Detailed information on personal data protection" annex) or at any of the Bank's branches.

Personal data shall be processed as necessary to handle the acceptance of the **prize**. It is the participant's responsibility to provide truthful, correct, and up-to-date information. The companies responsible for managing the promotion will have access to your data as data processors, using the information solely to fulfil the assigned services related to promotion management, participation handling, communications with participants and **winners**, **prize** delivery and management, and **winner** announcements. Participant data shall be disclosed to the following service-providing companies that need to be contracted to enjoy the gift:

- CHEQUE MOTIVA, S.L, with registered office at Calle Alcalá, No. 106. C.P. 28009, Madrid, (“Cheque Motiva”) as a collaborating agency in charge of awarding the prizes.
- CROMÁTICA COMUNICACIÓN VISUAL, S.L., with NIF B84216795, with registered office at Calle San Germán 44, 28020, Madrid (“Cromátika”), as a collaborating agency responsible for managing on behalf of the winner the income tax deposit before the Tax Administration in compliance with the provisions of the following section of these terms and conditions.
- Banco Sabadell, S.A., Avda. Óscar Esplá, 37, 03007 Alicante shall announce the winners and the acceptance letter.

Personal data shall 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. The Bank has implemented the necessary technical and organisational measures to ensure the security and integrity of the data, as well as to prevent its alteration, loss, unauthorised processing, or access.

9. TAXATION

For these purposes, we hereby inform you that the value of the **prize** offered under this promotion is €1,640.66 + VAT each, with the **prize** being subject to current tax legislation.

In accordance with Personal Income Tax regulations, 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 withholding or payment on account, depending on whether it is in cash or in kind, whenever the amount of the **prize** is in excess of €300. To this effect, the tax withholding or payment on account rate set at any given time by applicable legislation (currently 19%) shall be applied, the withholding cost being borne by Banco de Sabadell, S.A., with the consequent increase in the **prize** value. The **prize** obtained in this campaign is subject to taxation in the winner's Personal Income Tax return.

In this regard, the collaborating agency CROMÁTICA COMUNICACIÓN VISUAL, SL, shall be responsible for making the corresponding payment to the Tax Administration on behalf of the **prize** winner and issuing the corresponding certificate for legal purposes.

10. DISQUALIFICATION OF PARTICIPATIONS

Entries that do not comply, or unlawfully comply, with the steps set out in section 5 above, that exceed the limitations of section 7 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.

11. INQUIRIES OR INCIDENTS.

The participant may contact the Bank through the following channels: 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.

12. 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.

13. PROTECTION OF PERSONAL DATA AND PRIVACY

The **winners** of the **prizes** that are the object of the draw 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. To exercise personal data protection rights of access, correction, objection and other such rights, you may address your concerns to the bank's Data Protection Rights Unit via its registered offices or branches or to the following email address:

Ejercicioderechosprotecdatos@bancsabadell.com. If you believe it is necessary, you can contact the Spanish Data Protection Agency at (www.aepd.com). Further information can be found in the Annex published on the Bank's website: (www.bancsabadell.com, "Information for customers" section "Detailed information on personal data protection" annex) or at any of the Bank's branches.

Personal data shall be processed as necessary to handle the acceptance of the **prize**. It is the participant's responsibility to provide truthful, correct, and up-to-date information. The companies responsible for managing the promotion will have access to your data as data processors, using the information solely to fulfil the assigned services related to promotion management, participation handling, communications with participants and **winners, prize** delivery and management, and **winner** announcements. Participant data shall be disclosed to the following service-providing companies that need to be contracted to enjoy the gift:

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- Banco Sabadell, S.A., Avda. Óscar Esplá, 37, 03007 Alicante shall announce the winners and the acceptance letter.

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14. 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 registered office of the Bank indicated in section 1 herein.

15. RELEVANT LAW AND JURISDICTION

The terms and conditions of this promotion are governed by and subject to the laws and courts of Spain. The bank reserves the right to determine and change at its discretion the date of the draw and the promotional period, to cancel the promotion and to exclude from the draw any person it deems ineligible or who has acted in bad faith. Likewise, the bank reserves the right to modify the terms and conditions of this promotion during the running thereof, as well as to change the **prizes** for others of equivalent value.

The Legal Terms and Conditions of this Promotion are deposited and notarised at the Notary of the Illustrious Association of Notaries of Madrid Ms. Palmira Delgado Martín, at the Notary located on Calle Juan Bravo No. 32, 1º Derecha, 28006 Madrid. The draw shall be conducted by this notary.

The organising company reserves the right to exchange the gift specified in point 6 herein for another of equal or greater value.

The Bank hereby reserves the right to make at any time the changes it deems appropriate in these terms and conditions and to take appropriate measures to resolve conflicts or difficulties that may arise with regard to the Promotion, provided that they are justified, do not unduly harm the Participants in the Promotion and are duly communicated.

The bank reserves the right to take legal action against anyone who engages in any act that could be considered manipulation or falsification of participation.