TERMS AND CONDITIONS OF THE PROMOTION

BANCO SABADELL'S "AMAZIONANTE BLACK FRIDAY".

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 BLACK FRIDAY" 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 **www.amazionante.com** giving the participant one (1) Amazon.es gift card for €30. Restrictions apply. For more details, go to <u>www.amazon.es/gc-legal.</u>

3. GEOGRAPHICAL SCOPE OF THE PROMOTION

The promotion covers the entire Spanish territory.

4. LEGITIMATE INTEREST TO PARTICIPATE

There are two ways to participate:

- All individuals over 18 years of age who are legal residents in Spain and who are holders of a Banco Sabadell
 Mastercard debit card but do not have a credit 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:
 - Make payments for a total amount of at least €800 with your Banco Sabadell Mastercard debit cards at physical or online shops.

The promotion is limited to the first **5,000 customers** who meet the requirements of the promotion.

- 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.
 - Make at least fifteen (15) payments with their new Banco Sabadell Mastercard debit card. Both steps must be completed to receive the prize. Participants who only complete one (1) of the steps will not qualify for the gift.

The promotion is limited to the first **1,500 customers** who meet the requirements.

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.

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 5/12/2024 until 23:59 on 15/12/2024, 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 will be sent a promotional code giving them access to participate and select their gift from 00:00 on 16/12/2024 until 23:59 on 4/03/2025, Spanish peninsular time (hereinafter, the "participation period").



The Amazon.es gift card shall be valid until 31/12/2034 (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 email as well as on the promotion website www.amazionante.com and on the Banco Sabadell corporate website: https://www.bancsabadell.com/.

7. HOW THE PROMOTION WORKS

A participant will be considered to be a person who has received a promotional code from Banco Sabadell after having correctly and fully complied with one of the two participation options detailed in point 4 of these terms and conditions and who correctly complies with the following conditions:

- 1. If they are a Banco Sabadell Mastercard holder, make payments for a total amount of at least €800 with your Banco Sabadell Mastercard debit cards at physical or online shops.
- 2. If they are not a Banco Sabadell Mastercard cardholder, sign up for one (1) Banco Sabadell Mastercard debit card and make at least (15) payments with their new Banco Sabadell Mastercard debit card.

Steps 1 and 2 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.

- 1. Go to the promotion website www.amazionante.com during the participation 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**.
- 2. Select their gift.
- 3. Fill in the customer satisfaction survey.
- 4. 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.
- 5. 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 email address, regardless of the objectives achieved within the **promotional period**.

Each person may only participate in one (1) of the two (2) valid forms of participation.

The promotion is limited to the first customers set out in point 4 who meet one of the two 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 **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.

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 or participation in this promotion.

Amazon is in no way organising or administering this promotion and the participant releases Amazon from any and all liability for participation in this promotion.

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 7.2 herein, it cannot be cancelled or modified.

The participant must confirm their **gift**, in accordance with the instructions set out in **point 7.4** within the **participation period**. After this period elapses, 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. For more details, go to 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 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.

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. <u>Data controller:</u>

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. Data recipients:

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 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.

6. <u>Security measures:</u>

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.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.

