

Legal Terms and Conditions

PROMOTION FOR USE OF OUR NEW BUSINESS DEBIT CARDS FOR COMPANIES AND BUSINESSES

1. Scope

Banco de Sabadell, S.A. (hereinafter, the Bank) announces a prize draw among natural persons in the course of their commercial, business or professional activity resident in Spain and legal persons with registered offices in Spain, holders of the Banco Sabadell Business Debit card who use this card as a means of payment.

2. Participants

The promotion and draw will be open to those who meet the following requirements:

- Be holders of or have a **Banco Sabadell Business Debit card**, or contract it during the **promotional period** and, during the same period, use it as a payment method.
- Under all circumstances, it is essential to have received notification of the promotion from Banco Sabadell by means of the leaflet or Card Carrier which will contain the Business Debit card and which will be sent out during the second half of September 2024.
- Employees of the organising company or related companies, or of the advertising agencies, or of the collaborating companies of this promotion will not be eligible to participate.

To clarify, considering the particular structure of Banco Sabadell's Business Debit cards, customers will have to contract them in the context of their business or professional activity.

The Bank reserves the right to exclude customers from the promotion if it detects any type of fraudulent conduct on their part that may alter the normal operation of the promotion.

Customers are excluded if they are in default of payment or may have any type of liquid, due and payable debt with the Bank and/or do not comply with the rest of the conditions of these terms and conditions.

Customers may choose to discontinue their participation in the promotion at any time, at their own discretion. To this effect, they should only inform their manager or office so that they can process the request.

3. Promotion procedure and prizes

Customers who successfully meet the following conditions will be considered participants:

1. They must receive the **Banco Sabadell Business Debit card**, activate it and make purchases.
2. For each €50 purchase made, there will be one entry in the prize draw. The more you use the card, the more chances you have of winning the prize.

To clarify, the customer is considered to be the person who holds the card contract, not the cardholder. So, if the customer is a legal person, they will be the beneficiary of the prize.

“Purchase” is defined as any transaction made with the Banco Sabadell Business Debit 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 heading. To clarify, considering the particular structure of the Banco de Sabadell Business Debit card, payments made with these cards must be made in the context of their business or professional activity.

The cardholder must provide the Bank, if it requests it, with the supporting documentation that shows the transaction is a “purchase” as defined under this section.

The promotion consists of 1 draw held before a notary public of ten (10) Apple iPhone 15 Pro 1TB Black Titanium (hereinafter referred to as “**The Prize(s)**”), with a Retail Price of €1,479.10 + VAT each. The bank reserves the right to replace the **prize** with another of equal or higher value.

The awarding of prizes in this promotion is limited to one prize per cardholder, regardless of the number of winning entries. The notary will randomly determine the following winners.

The winner has the right to refuse the prize won, but may not, under any circumstances, transfer his or her status as a prize-winner to third parties or request to exchange the prize for another prize or for financial compensation.

The Bank neither guarantees the technological prizes nor accepts any responsibility for their proper operation. In this regard, prize winners must contact the official dealers of the brands in question to resolve any issues.

The bank bears no responsibility for any loss, damage, theft, delay or any other circumstance attributable to third parties.

The prize claim period ends on 28/02/2025.

4. Calendar

This action will be carried out according to the following calendar:

- The promotion will run from 00:00 on 1/10/2024 until 23:59:59 on 30/11/2024, Spanish peninsular time (hereinafter referred to as the “**Promotional Period**”).
- The Bank will determine the card activations made during the promotional period and will grant prize draw entries in accordance with the procedure set out above.
- The prize draw will be held in the presence of a notary on 10 January 2025. The Bank will then notify the prize winners. The winner will have until 31 January to accept the prize and submit and sign the documentation required by the Bank. After this deadline, the prize will be deemed to have been forfeited. If for reasons of force majeure the prize draw cannot be held on 10 January, it will be held on the following working day.
- Once this period has passed, and provided that the prize has been explicitly accepted, the prize will be delivered to the winner within a maximum period of 45 calendar days.

5. Winner

10 winners will be selected for the prizes of this promotion and 10 alternates will be kept in reserve. If the winner does not accept the prize or cannot be reached after several attempts, the prize will be awarded to the first alternate and so on until all 10 alternates have been drawn. The prize will be considered void if the 10 alternates do not claim it.

6. Free of charge

The promotion is free of charge, so no additional payment is required to participate and be eligible for the prizes.

7. Changes to the Terms and Conditions

The Bank reserves the right to determine and change the campaign calendar at its sole discretion, as well as to cancel the draw and exclude from the prize any person it deems ineligible or who has acted in bad faith. In addition, the Bank reserves the right to change these Terms and Conditions or replace the Prize with another of equivalent value.

8. Prize Communication

The Bank will inform prize winners via the contact details provided when contracting the Bank's services.

9. Winner's identifying information

The winner must prove their identity with the documents that the Bank considers relevant for the acceptance of the prize. The winner must not be in arrears or have any type of liquid, overdue and enforceable debt with the Bank both from the start of the campaign and during the draw and until the prize is awarded. Also, customers who are declared in insolvency proceedings during the term of the promotion and up to the time of the bonus will be excluded from the promotion.

10. Disclaimer of Liability

Banco de Sabadell, S.A. will not bear any liability that may arise from circumstances attributable to third parties that may affect the normal development and enjoyment of the prize.

11. Taxation

In accordance with Personal Income Tax regulations (Law 35/2006, of 28 November) and Corporate Income Tax regulations (Law 27/2014, of 27 November), prizes awarded for participation in games, competitions, raffles or alternative combinations linked or not to the sale, offer or promotion of goods, products or services are subject to payment on account of the aforementioned taxes when the taxable amount of the payment on account of the prize is greater than 300 euros. To this effect, the tax rate established at any given time by current applicable legislation will be applied (currently 19%), and the cost of the deposit will be borne by Banco de Sabadell, S.A. with the consequent increase in the value of the prize. Any prize won in this campaign is subject to taxation in the winner's Personal Income Tax or Corporate Income Tax.

12. Personal Data Protection System

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 using the location data provided.

Please be notified that you may exercise your rights of access, rectification, objection, erasure, restriction and portability 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").

13. Law and Jurisdiction

The Terms and Conditions of this draw are governed by Spanish law. The Bank and the draw participants submit to the Jurisdiction of the Spanish courts and tribunals for any dispute, expressly waiving any other jurisdiction.

14. Notarisation

The rules of this draw are deposited and notarised before the notary public of the Notaries Association of Catalonia, Javier Micó Giner, whose office is located at Carrer Narcís Giral, 57, Sabadell, as well as in the Notarial Archive of Competition Rules (ÁBACO), a service of general interest offered by the General Council of Notaries and published at www.notariado.org/ABACO, and are available for consultation by anyone who wishes to consult them.

15. Acceptance of Terms and Conditions

Participation in the draw entails acceptance of these Terms and Conditions and the Bank's judgement for the resolution of any issue is final.