

TERMS AND CONDITIONS OF THE PROMOTION

“Sabadell September Getaways”

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 Register 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, resident in Spain, who are listed as holders of Mastercard Debit cards issued by the Bank (hereinafter, **Mastercard cards**) or who sign a contract for them and use them within the **promotional period** indicated in section 3 of these terms and conditions. Participation in the promotion entails acceptance of these Terms and Conditions.

The promotion will be announced via email and on the promotional website <https://www.bancsabadell.com/tarjetas/debito-sorteo-escapada>, on Banco Sabadell social media, and on the Banco Sabadell corporate 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 16/09/2024 until 11:59:59 pm on 25/10/2024, Spanish mainland time (hereinafter, the “**promotional period**”).

4. ELIGIBILITY TO PARTICIPATE

All natural persons (individuals) over the age of 18 and legally resident in Spain, who are holders of a **Mastercard debit card issued by Banco Sabadell**, or who sign up for one during the **promotional period** and who, in the same period, make at least **5 purchases**, are eligible to participate. After five or more purchases, the participant will get one entry.

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

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. Participation of relatives up to the second degree of any of the aforementioned is also not allowed.

5. HOW THE PROMOTION WORKS

A participant is defined as anyone who meets the following condition:

1. Must hold a Mastercard debit card issued by Banco Sabadell and use it for at least 5 purchases of any amount, either online or in physical stores, through a mobile or with the physical card.

The steps of this process must be completed during the **promotional period** of the campaign, after which, each PARTICIPANT who meets the aforementioned requirements, will be assigned entries in the DRAW according to the following criteria:

A customer holding a **Mastercard debit card** will receive 1 entry in the DRAW referred to in section 7 of these terms and conditions for every 5 purchases made with a credit card, either in a physical or virtual POS. Thereafter, every 5 purchases made in this way the participant will be assigned (1) additional entry in the DRAW.

“Purchase” is defined as any transaction made with the Mastercard debit card for the acquisition of a good or payment for a consumer service in a physical store or online (physical or virtual POS terminal), expressly excluding payment for 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.

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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 or at the time of delivery of the **prize**, have an overdue debit balance for any reason, have any type of non-payment in the Bank, have initiated any litigation, arbitration or administrative procedure against the Bank or are in any situation of irregularity in relation to the Bank.
- Any customer who, in the opinion of the Bank, is believed to have acted fraudulently 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 for Ten (10) prizes consisting of: Ten 2-Night Getaways for 2 People, worth €240 + VAT each. The experience includes breakfast and accommodation at 1 of more than 100 available hotels. (“the prizes”).

The bank reserves the right to replace the **prize** with another of equal or higher value.

7. SWEEPSTAKES AND PRIZE DELIVERY

THE DRAW will be held on 7 November 2024 in the presence of the Notary referred to in section 15 of these legally binding terms and conditions.

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 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 notary will hold the draw on the date mentioned above, where **10 winners** of the **Prizes** of this promotion will be selected, along with **20 substitutes** who will be kept in reserve.

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 arises, the **prize** shall be automatically 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 ensuring the veracity of the participation, the Bank may request from the participant an official document proving their identity and/or address, 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 prize 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 will inform the **prize winners** of the **prize** they have won and other information on how to claim it by calling them on the telephone number or emailing them at the address that the cardholder indicated to the Bank as a communication channel.

To receive the **prize**, the winner must sign the **acceptance letter**, authorising Banco de Sabadell, S.A., whose full details are outlined in section 8 of these terms and conditions, to access

and process the personal data necessary to arrange the **prize** delivery.

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.

If for any reason, 48 business hours after the time of the draw, the bank has not been able to contact the prize winner by calling the telephone number or via the email address that the holder has given the bank as a communication channel, or the latter cannot accept the **prize**, or if they waive 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 next entrant in order of extraction in the draw.

If the 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 in these terms and conditions or if the bank cannot contact them by calling the telephone number or at the email address given to the bank as a communication channel, and having exhausted the designated alternate winners, it will 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 waives 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.

Winners who enjoy the prize must follow the instructions given by the service providers included in it, as well as the rules and conditions set by the provider. Banco Sabadell will not be responsible for any incident or poor service provided by the providers. Therefore, any claim must be directed to the establishments or final service providers, such as airlines, hotels, or restaurants.

The inability to full or partially enjoy the prize due to illness, medical leave, or any other reason directly attributable to the Participant or any service provider will not result in any compensation.

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 full name 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 various websites 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. And if you feel it is necessary, you can contact the Spanish Data Protection Agency (www.aepd.com). Further information can be found in the Annex published on the Bank's website: (www.bancsabadell.com, 'Client Information' section, 'Annex with detailed information on personal data protection') 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:

- Banco de Sabadell, S.A., Avda. Óscar Esplá, 37, 03007 Alicante will announce the winners and issue 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, for 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 €240 + VAT each; the **prize** is subject to current tax legislation. In accordance with Personal Income Tax regulations, Law 35/2006, of 28 November, **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 or payment on account of the tax, depending on whether it is cash or in kind, provided the amount of the **prize** is greater than 300 euros, which is not the case in this promotion.

In all cases, the Bank will not be responsible for any tax implications that the acceptance of the prize may have on the winner's tax situation, which will be their sole responsibility.

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 tamper with 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, or damage that renders them unusable or illegible shall not entitle the holder to a replacement, therefore the **organising company** will have no responsibility for them.

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. And if you feel it is necessary, you can contact the Spanish Data Protection Agency (www.aepd.com). Further information can be found in the Annex published on the Bank's website: (www.bancsabadell.com, 'Client Information' section, 'Annex with detailed information on personal data protection') or at any of the Bank's branches.

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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 promotional website indicated in section 1 of these terms and conditions.
- 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. At its discretion, the bank reserves the right to determine and change 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 replace the **prizes** with others of equivalent value.

The Legal Terms and Conditions of this Promotion are deposited and notarised at the Notary's office of the member of Association of Notaries of Madrid, Ms Palmira Delgado Martín, located at 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 to these terms and conditions and to take appropriate measures to resolve disputes 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 tampering with or falsification of the participation.