

TERMS AND CONDITIONS OF THE "DISNEYLAND® PARIS WITH MASTERCARD CARDS FROM BANC SABADELL" PROMOTION

1. ORGANISER AND PRODUCTS OR BRANDS SUBJECT TO THE PROMOTION

Banco de Sabadell, S.A. (hereinafter, the Bank) conducts a promotion aimed at natural persons, over 18 years old, residing in Spain, who are the holders of Mastercard cards (personal consumption through mobile payment) issued by the Bank (hereinafter, Mastercard cards). Participation in the promotion entails acceptance of these Terms and Conditions.

The promotion will be announced via email and on the promotional website www.bancsabadell.com/sorteodisneylandparismastercard, on Banco Sabadell social media, and on the Banco Sabadell corporate website: <https://www.bancsabadell.com/>.

2. EXCLUSIONS

Company credit cards and VISA cards are excluded. The participation of employees of the Bank or affiliated companies, advertising agencies, or collaborating companies in this promotion is not allowed. Participation of relatives up to the second degree of any of the aforementioned is also not allowed.

3. PROMOTIONAL PERIOD

The promotional period runs from 12:00 AM on 15/01/2024 until 11:59:59 PM on 01/02/2024, Spanish peninsula time (hereinafter, the "promotional period").

4. PARTICIPATION AND PROCESS

The promotion is open to customers holders of the **Mastercard cards** who, during the promotional period, have made at least **5 purchases with mobile payment** (of any amount). After five or more purchases, the participant will get one entry.

"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, 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 requests it, with the supporting documentation that shows the transaction is a "purchase" as defined under this heading.

Participation in the promotion is free of charge, and is limited to a maximum of one (1) entry per person, identified by their National Identity Card/Foreigners' Identification Number and/or email address, regardless of mobile payment purchases made with **Mastercard cards** within the **promotional period**.

5. PRIZE

The promotion consists of one draw for one prize, which is designed for families, with the following features:

- A weekend at Disneyland Paris for four people on February 23, 24, and 25, 2024. (Round-trip flights from Madrid or Barcelona included)
- A 2-night stay (including breakfast) in a room for four people at the "Disney's Hotel New York® - The Art Of Marvel."
- Four tickets with fast-track pass for both Disneyland Paris parks, valid for 3 days.
- Gift cards for park restaurants and shops. (The value of the cards will be confirmed upon receipt of the prize)
- Priceless Experience: Ignite the magic of the Disney Dreams show and marvel as the park comes to life at night.

The Bank reserves the right to change the prize for another of equal or higher value. The gift will be subject to the particular conditions of Disneyland® Paris.

6. DRAW AND PRIZE DELIVERY

The draw will take place on 5 February 2024.

All received entries that fully comply with these terms and conditions will qualify for one entry in the draw. Those who fail to meet the minimum required purchases to participate will not receive a legitimate entry for the draw.

After the promotion concludes, a file with the data of all qualifying participants will be generated, each assigned an individual identification code. This file will be submitted to a notary, specified in point 10 of these legal terms, to conduct a draw where a **single winner** of the "**prize**" in this promotion will be chosen.

The notary will randomly determine 1 winner and 20 alternates, who will be kept in reserve.

For the delivery of the prize, the winner must sign the **letter of acceptance**, where he/she authorises the companies listed under point 7 to access and process the personal data necessary for the management of flights and experiences included in the prize.

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 awarded.

The winner has the right to decline the prize. Prize winners may not exchange or transfer the prize nor may they transfer the position of winner to a third party. The winner must receive the **prize** in the form specified, and it cannot be exchanged for cash under any circumstances.

The awardee will be the individual identified as the **holder of the Mastercard** that has met the participation requirements for the draw. The bank will notify the prize winners 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 winner must provide proof of their identity by means of a National Identity Card (DNI) or Foreign National Identity Card (NIE) and sign the prize delivery documentation at the time of acceptance and delivery of the prize.

Should for any reason the bank not be able to contact the winner via the telephone number or email address that the holder has indicated to the bank as a communication channel within 48 hours after the time of the draw, or the winner cannot accept or waives the prize, or in the event of incorrect identification of the winner or a failure to meet the requirements of these rules, the prize will be assigned to the corresponding alternate winner, according to the order of the draw.

The Bank disclaims any responsibility for damages of any kind that may result from the temporary unavailability, continuity of operation, and/or failures in accessing different pages and submission of participation acceptance via the Internet. Therefore, it is the participant's responsibility to claim regarding any communication not received within the established deadlines.

In the event that the alternate winners do not accept or waive the prize, or in the event of incorrect identification or their failure to meet the requirements of these rules, or if the bank cannot contact them by the telephone number or the email address indicated to the bank as a channel of communication and there are no more alternate winners, the prize will be declared void.

The winner of the prize must adhere to the instructions provided by the service providers and the rules and conditions governing their use and enjoyment, as dictated by the supplying company. The Bank, or any of its collaborating agencies, are not responsible for any incidents or deficient service provision by the suppliers. Hence, any claim should be directed in all cases to the establishments or final service providers.

Each service provider is also responsible 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 responsible 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, releasing the Bank and its collaborating agencies against any possible claims.

Any confirmation, password, entry, pass, or item related to the **prize** sent to the winner will be considered as a bearer instrument. Their loss, theft, or damage making them unusable or illegible does not entitle them to a replacement, and the Bank assumes no responsibility for them.

The inability to enjoy the prize due to illness, sick leave, or any other circumstance directly attributable to the Participant will not result in any compensation from the BANK.

7. PRIVACY

The winners of the prize draw authorise the bank to use their full name and image and other personal data for any publicity, advertising or communication related to the promotion and the draws, without any consideration, and in particular to publish it at 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 will 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 the promotion management, participation handling, communications with participants and winners, prize delivery and management, and winner announcements. Participant data will be disclosed to the following service-providing companies that need to be contracted to enjoy the gift:

- Euro Disney Associés S.A.S., SIREN 397 471 822, en 1, rond-point d'Isigny 77700 Chessy, France.
- CROMÁTICA COMUNICACIÓN VISUAL, S.L., Tax ID B84216795 and registered offices at Calle San Germán 44, 28020, Madrid ("**Cromátika**"), as a collaborating agency responsible for managing the reservation and booking round-trip flights and handling, on behalf of the winner, making the payment on account of Personal Income Tax (IRPF) to the Spanish Tax Authority in compliance with the provisions set forth in the following clause.

Personal data will 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.

8. TAXATION

For these purposes, we inform you that the value of the prize offered under this promotion is €16,000.00, and the prize is 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 withholdings if the prize amount is greater than €300. To this effect, the withholding tax rate established at any 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. Any prize won in this campaign is subject to taxation in the winner's Personal Income Tax return.

In this regard, the collaborating agency CROMÁTICA COMUNICACIÓN VISUAL, S.L., upon receiving the signed acceptance letter as indicated in heading 6, will be responsible for making the relevant payment on account to the Spanish Tax Authority on behalf of the prize winner and issuing the relevant certificate for legal purposes.

9. INQUIRIES OR INCIDENTS

Participants 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.

10. 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. Furthermore, the bank reserves the right to change the rules of this promotion in the course thereof, as well as replace the prizes with others of equivalent value.

The terms and conditions of this promotion are filed with and notarised by the Notary Office of Madrid; the notaries are: Ignacio Manrique Plaza, Segismundo Álvarez Royo Villanova, and Ignacio Gil Antuñano Vizcaíno, with offices at Calle Raimundo Fernández Villaverde, 61, 3rd floor in Madrid. The draw will be conducted by this notary.

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.

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.

Neither Disneyland® Paris nor any other collaborator other than the Bank, organises or manages this promotion in any way. Participants release the afore-mentioned brand from all responsibility for participating in this promotion or receiving the prize.