

Notarised rules, terms and conditions the “Your purchases for free XPAY”¹ promotion aimed at individual customers with credit cards

1. Banco de Sabadell, S.A. (hereinafter, the Bank or Banco Sabadell) is carrying out a promotion aimed at natural persons, resident in Spain, who are listed as **holders of a credit card issued by Banco Sabadell** (hereinafter, the cards). Company credit cards are excluded.
2. Validity period of the promotion: **from 15 July 2024 to 15 September 2024** (both inclusive).
3. **Customers holding the credit card who have added it to their mobile device wallet during the promotion period and have made a minimum of 5 purchases with this credit card from their mobile (via physical POS and virtual POS terminals) are eligible to participate in the promotion.** The Bank will send the notary the list of the cardholders who meet the requirements in electronic format in order to carry out the draw.
4. The system for obtaining entries is based on this method:
 - **For every 5 purchases** with a credit card registered on the mobile phone, via a physical or virtual POS terminal, the entrant will obtain **1 entry**.
5. The promotion consists of **1 draw with 15 prizes** as described below:
 - **Prize:** refund of the total amount of purchases made on the card between 15/07/24 and 15/09/24 (both inclusive), regardless of the monthly card settlement.
 - **Maximum amount of the return:** EUR 3,000.
 - **Date of the draw:** 27/09/2024.
 - **Refund:** a deposit will be made in the account in November 2024.
6. 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 15 winners and 15 alternates, who will be kept in reserve.
7. The prizes cannot be exchanged, transferred, donated, sold or any act that entails its disposal, except for the winner's benefit. The prizes are personal and non-transferable. The winner has the right to waive the prize.
8. 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.
9. The winner will be the individual who appears as the cardholder. The Bank will notify the winners, through the contact details it has (telephone or email in the first instance) and that the cardholder has indicated to the Bank as a communication channel, of the prize won and other circumstances related to the enjoyment of said prize.
10. Should for any reason the Bank be unable to contact the winner via the telephone or email address that the holder has indicated to the Bank as a communication channel within 15 working days after the day of the draw, or the winner cannot accept or waives the prize, or in case of incorrect identification of the winner or a failure to comply with the requirements of these rules, the prize will be assigned to the corresponding alternate winner. In the event that the alternate winner does not accept or waives the prize, or in the event of incorrect identification or his/her failure to comply with the requirements of these rules, or if the Bank cannot contact him/her by the telephone number or

the email address indicated to the Bank as a channel of communication, the prize will be declared void. 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.

11. The period of any claim related to the draw ends 20 business days thereafter.
12. The cards must be currently valid and operational and the cardholder and/or the card contract 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.
13. The winners of the prize subject to the draw authorise the Bank to use their 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.
14. In accordance with personal income tax regulations, the prizes awarded for participating in games, competitions, raffles or promotional draws, whether or not they are linked to the offer, promotion or sale of certain goods, products or services, are subject to withholding or payment on account provided that the withholding tax base or payment on account of the prize is greater than 300 euros. The Bank will make the payment on account to the public treasury in the winner's name and also undertakes to report any taxes arising from the award of the prize to the Spanish Tax Authority (*Hacienda Pública*) and the winner. **The said withholding or payment on account will be at the Bank's expense and therefore will add value to the prize.** In turn, any prize obtained in this promotion will be subject to the relevant tax obligations in the winner's personal income tax return.
15. The rules of this promotion are governed by Spanish law. The Bank and the participants in the promotion are subject to the jurisdiction of the Spanish courts of law, with express waiver of any other jurisdiction, for any dispute that may arise from this promotion.
16. The rules of this promotion are deposited and registered with the notary public of the Association of Notaries of Catalonia, Mr. Javier Micó Giner, with offices at Carrer de Narcís Giral, 57, Sabadell, as well as in the Electronic Archive of Competition Terms and Conditions (ABACO, <http://www.notariado.org/liferay/web/notariado/e-notario/abaco>), a general public interest service offered by the General College of Notaries.
17. Participation in the draw entails acceptance of these rules and the Bank's judgement for the resolution of any issue arising from them.

1 In the conditions set out in these rules.