

TERMS AND CONDITIONS OF THE PROMOTION
"MERCEDES BENZ EQA ELECTRIC CAR +
CHARGING POINT PRIZE DRAW"
IBERDROLA CLIENTES, S.A.U.

1.- Organising Company

IBERDROLA CLIENTES, S.A.U. (hereinafter, "**IBERDROLA**" or the "ORGANISER", indistinctly) with registered office in Plaza Euskadi 5 (48009) Bilbao, with Corporate Tax Id (CIF) number A-95758389, is organising a nationwide promotion called "MERCEDES BENZ EQA electric car + Charging Point Prize Draw" (hereinafter, the "Promotion").

CHEQUE MOTIVA, S.L. (hereinafter 'CHEQUE MOTIVA' or 'the AGENCY'), with Tax Id (NIF) Number B- 84391929 and with registered address at C/ Alcalá 106, 28009 Madrid, is the entity in charge of managing this Promotion.

2. PURPOSE

Iberdrola organises the Promotion in order to offer an incentive to all natural persons resident in Spain for tax purposes, of legal age, who sign up for any Electricity Plan marketed by Iberdrola (**hereinafter, the "Plan"**) through the website www.iberdrola.es or through the call me back mode during the participation period indicated below.

3.- TARGET AND TERRITORIAL SCOPE

The Promotion is aimed at natural persons, tax residents in Spanish territory who sign up for the Plan through the website www.iberdrola.es or through the call me back mode during the participation period indicated below and who comply with the requirements, terms and conditions set forth in these Terms and Conditions (hereinafter, the "**Participants**").

Participants who do not comply with the aforementioned requirements and the terms and conditions set forth in these Terms and Conditions will be automatically disqualified and, therefore, under no circumstances may they be winners of the prizes that are the subject of this Promotion, as indicated below.

4.- TERM

The Promotion that is the subject of these Terms and Conditions begins at 00:01 a.m. on 2 September 2024 and will end at 11:59 p.m. on 30 September 2024, at which time participation in this Promotion will be closed.

5.- RESTRICTIONS ON PARTICIPATION

The following restrictions on participation are applicable to this Promotion:

- This Promotion is restricted to natural persons resident for tax purposes in Spain who are of legal age.
- There can only be one participation per Participant (National Id-Tax Id (DNI-NIF)/EMAIL, telephone number) during the entire period of validity of the Promotion. Therefore, there can only be one prize per Participant.
- From the date of signing up for the Plan using the formulas described above, Participants must continue to be registered in the Plan for a minimum of 14 days after signing up for the Plan.
- This must be a new contract, i.e. existing IBERDROLA customers who switch from their electricity plan to the Plan covered by this Promotion are not eligible to participate.
- Participation in the Promotion is forbidden to employees or commercial agents of IBERDROLA or CHEQUE MOTIVA or of any company belonging to their respective business groups (a business group being understood in accordance with article 42 of the Code of Commerce), as well as to spouses, ascendants, descendants and other relatives by blood or affinity up to the 2nd degree inclusive of all of the above.
- Provide the personal data required for the Promotion, which must be truthful. In the event that any or all of the details provided are false, the participant will be excluded from the Offer and if they are a winner, the prize will be forfeited.

Any participations that do not comply with all the requirements established in these Terms and Conditions will be considered null and void.

6.- MECHANICS OF THE PROMOTION

In accordance with what has been described above, in order to participate in this Promotion, Participants must sign up for the Plan through the website www.iberdrola.es or through the call me back mode, during the term of the Promotion, complying with all the requirements, terms and conditions set forth in these Terms and Conditions.

On 1 October 2024, once the period of validity of the Promotion has ended, Iberdrola will transfer to CHEQUE MOTIVA a file with a list of the Participants in the Promotion, so that on the same day (1 October 2024) it can proceed to hold the draw with the EasyPromos digital tool, in which one (1) winner and ONE HUNDRED (100) reserves will be drawn. In the event that the winning participant or any of the reserves does not comply with the terms and conditions set out in these Terms and Conditions or, regardless of the reason or cause, rejects the prize of this Promotion.

Easypromos is a platform that guarantees the transparency of the result of the prize draw and, as

proof of this, issues a certificate of validity for each of its prize draws, the result of which is unalterable by the prize draw organiser, and which any participating user can request from the organiser.

Once this prize draw has been held, CHEQUE MOTIVA will send Iberdrola the list of the winning participants of the prize draw and 100 reserves, so that Iberdrola can validate the winning participations and, after this, can provide CHEQUE MOTIVA with the contact details it considers necessary to communicate the prizes, providing in any case, the e-mail address and telephone number.

Thus, within 3 working days from the date of the draw, once the appropriate information has been obtained from Iberdrola, CHEQUE MOTIVA will contact the winning Participant via email to inform them that they have won the Prize. Likewise, CHEQUE MOTIVA will contact the winning Participant by telephone to ask them if they accept the prize, informing them of the particularities identified below in relation to the prize and, in this case, informing them that they must sign the letter of acceptance of the prize, which will also be sent to them with the email informing them that they have won the Prize.

The prize will be awarded no later than 31 December 2024 as indicated below and once it has been proven that the winning Participant complies with the conditions set out in section 8.1. ii) below and, in general, with the terms and conditions set out in these Terms and Conditions.

In the event that it is not possible to communicate the prize because it is not possible to contact the winning Participant or the corresponding reserves, or that the winning Participant or the reserves reject the prize and that, having exhausted the list of reserve winners, it has not been possible to proceed with the delivery of the prize, the prize will be declared void, and IBERDROLA reserves the right to proceed as it deems appropriate.

In accordance with the provisions of section 5 of these Terms and Conditions, in the event of withdrawal from the contract by a participant within the legal period of 14 days, the list of participants will be updated with all contracts that are still in force and participants who have withdrawn from their contracts will be excluded from the prize draw.

5.- EXCLUSION FROM PARTICIPATION

Iberdrola reserves the right to eliminate any participant from the Promotion who disturbs, harms in any way or threatens the smooth running and the normal and regulatory development of the Promotion.

Likewise, any participant who, intentionally or unintentionally, damages or harms the image of Iberdrola, that of its customers, as well as that of the other participants, will also be eliminated.

Participants who, at the time of the Promotion, have made use of their right to withdraw from the contract within 14 days of signing the contract will be eliminated from the draw.

Only new contracts for Iberdrola electricity plans will be valid and included in the Promotion, and rate changes for customers who already have a contract in force with Iberdrola will not be accepted as such.

New contracts which, even though they have been made during the period of validity of this Promotion, have cancelled this service with Iberdrola before or during the process of drawing the winners will be excluded from the Prize Draw.

8.- PRIZES

8.1 Description

The prize for this Promotion (hereinafter, the "Promotion") consists of:

- I) a top-of-the-range electric vehicle, specifically, a MERCEDES BENZ EQA (hereinafter, the "electric car"), valued at up to 53,655.71 euros. In addition, Iberdrola will bear the cost of transporting the vehicle to the Mercedes dealership nearest to the winning Participant's home. The amount of these costs will be added to the value of the electric car and will depend on the location of the dealership closest to the winning Participant's home, considering that the vehicle is located at a dealership in the capital city of Madrid.
- II) and the installation of a charging point at the winning Participant's home, initially valued at more than 1,349 euros, although this valuation will depend on the characteristics of the winning Participant's home, on the understanding that this home is owned by the winning Participant (excluding rented homes) and can be considered a residential facility and, therefore, meets the following conditions:
 - a) A residential installation is considered to be that which is carried out in locations whose constructive typology established in the Cadastre of the Building or Premises of the installation coincides with the following and which have a communal garage (homes that do not have a parking space are excluded):
 - 1.1 MULTI-STOREY DWELLINGS of an URBAN NATURE
 - 1.2 SINGLE-FAMILY DWELLINGS of an URBAN NATURE
 - 1.3 RURAL BUILDING subtype 1.3.1 EXCLUSIVELY FOR USE AS A DWELLING
 - b) In addition, such a residential installation must meet the following conditions for electrical installation in a residential environment

The installation of the charging point shall be conditional on the location where the charging point is to be installed having:
 - i) A 220-230/380-400 VAC power supply point equipped with an earth

connection that is owned by the winner or for which the winner has authorisation from its owner to be able to carry out the installation. The installation cannot be made at any supply point that is not duly authorised by its owner to carry out the installation.

- ii) A main control and protection panel
 - iii) Metering equipment
 - iv) All the aforementioned duly legalised.
- c) To perform the installation, the winner must allow IBERDROLA service personnel to access the installation location of the charging points, as well as provide IBERDROLA with updated contact details at all times so that it can carry out the necessary operations.
- d) Installations, parts or elements of it that are not accessible, and therefore it is not possible to install the charging point, shall be considered as non-accessible when access depends on a third party and is not previously authorised or duly legalised in accordance with current legislation, when it is not possible to access them easily or when, in the opinion of the authorised IBERDROLA installer, disproportionate means are required to install the charging point.
- e) Work excluded from the installation of the charging point to be carried out by IBERDROLA.

The actions related to the installation of the charging point exclude those actions not expressly mentioned above as included. By way of example, but not limitation, the following actions and elements are not included as actions to be carried out by IBERDROLA included as part of the prize related to the installation of the charging point and, therefore, the following actions and elements will be considered as extras (hereinafter, "Extras"):

- i) The installation of and request for a new supply point.
- ii) Work for installing or modifying meters or internal electrical wires.
- iii) Electrical work on the home unrelated to the actual installation of the charging point defined in the preceding section.
- iv) The correction of defects that may be detected in the Winner's Installation or charging point, due to inspections by the Administration, when such defects arise from a faulty installation carried out by a company or professional outside IBERDROLA and/or from any substantial change made to this by the Customer or by the applicable regulations, such as, for example, change to the power or adequate earthing of the installation.
- v) The payment of any type of fee or administrative charge, approval and preparation of technical projects and costs associated with legalisation before the competent professional associations, and any type of tax, approval, supplement or fee associated with the installation work of the

- charging point.
- vi) The management and processing of any permits, authorisations and licences required, which shall be the responsibility of the winning Participant (with the exception of the issue of the Electrical Installation Certificate in residential environments and which must be obtained prior to the installation of the charging point).
 - vii) Work required by the distributor company.
 - viii) Arrangements, with the Distributor company, for expanding the power whenever it might be necessary, or the work associated with such expansion.
 - ix) Work in garages with heights exceeding 4 metres (in accordance with ITC-BT-52).
 - x) Any type of channelling and common racks for other installations in the same car park.
 - xi) The use of cranes or scaffolding.
 - xii) Performing clearing work, digging ditches, or any other supplementary work that involves recessed or concealed installations in false ceilings or cabinets.
 - xiii) Civil works and extra material for outdoor installations.
 - xiv) Totem for specific equipment support.
 - xv) Signage of the charging stations, or painting and/or special mechanical protection of the charging points or of assigned parking spaces.
 - xvi) Masonry, plumbing, electricity, aesthetic or painting work.
 - xvii) Additional visits if the connection test of the charging equipment to the electric vehicle cannot be performed at the time of installation, for reasons foreign to IBERDROLA.
 - xviii) Request for equipment with a longer cable (7 m) instead of the standard cable (5 m).
 - xix) And, in general, all those services or works not detailed in the previous points of this section 8.1. II).

The Extras will be duly quoted for by IBERDROLA prior to their execution through an Extras Acceptance Document, and their cost will be paid by the winning Participant directly to IBERDROLA.

If these conditions set out in points a) to e) of this section II) are not met, the winning Participant will not be eligible and will lose the part of the Prize relating to the charging point and, under no circumstances, will be able to make a claim from Iberdrola nor will the amount of the value of the charging point be paid in cash. In the event that the winning participant has deliberately omitted any information regarding non-compliance with the conditions described above and Iberdrola has sent an installation technician, the winning participant shall pay Iberdrola the costs reasonably incurred by Iberdrola as a result of the erroneous information provided by the winning participant.

In accordance with the above, both the delivery of the electric car under the terms described above and, in the event that the conditions set out in section II) above are met, will take place before 31 December 2024.

8.2 Prize conditions

8.2.1. The Prize does not include expenses related to the circulation/registration tax of the electric car or its compulsory insurance, which, in any case, will be borne by the winning Participant.

8.2.2. Once the winning Participant has been informed that they have won the draw and has sent the letter of acceptance of the Prize, they will receive details of all the characteristics of the electric car so that they can take out civil liability insurance to enable them to collect the electric car from the dealership referred to above.

8.2.3. Iberdrola will send an authorised installer to verify both the suitability and compliance with the applicable regulations for the installation of the charging point at the winning Participant's home, in accordance with the conditions foreseen for the installation of the charging point as described in section 8.1.1) above.

8.2.4. Under no circumstances may the winning Participant request Iberdrola to pay the cash value of the Prize or request the modification or substitution of the Prize for another or others of equal value.

8.2.5. Participants expressly consent, by the mere fact of participating in this Promotion, that Iberdrola may use their names for the purpose of informing the other Participants of the winner of the Prize, without generating any right to receive any remuneration in their favour.

9.- TAXATION OF PRIZES

The provisions of Law 35/2006, of 28 November, on Personal Income Tax and the partial amendment of the Corporate Income Tax, Non-Resident Income Tax and Wealth Tax Laws and the provisions contained in Royal Decree 439/2007, of 30 March, which approves the current Personal Income Tax Regulations, shall be applicable to this Promotion.

In this regard, in accordance with the regulations mentioned in the previous paragraph, Participants in this Promotion are informed that prizes awarded for participation in games, competitions, raffles or random combinations linked to the sale or promotion of goods or services are subject to withholding or payment on account of Personal Income Tax, provided that the value of the prize is greater than 300 euros.

In relation to the foregoing and in compliance with said tax regulations, IBERDROLA will make the corresponding payment on account of the Prizes of this Promotion and, within the legally applicable period, will issue the appropriate certificate to facilitate the winning Participants' compliance with their tax obligations, given that they must include in their annual Personal Income Tax return the yield/income consisting of the prize received together with the rest of the income they receive, and from the total amount of which the amount stated in the aforementioned certificate of payment on account or withholding made by IBERDROLA may be deducted as

having already been paid, all as established in the aforementioned Law 35/2006, of 28 November.

IBERDROLA shall not be responsible for the tax repercussions that the acceptance of the Prizes may have on the taxation of the winning Participants, which shall be, in any case, at their own expense.

10.- DISCLAIMER

Neither Iberdrola nor, where appropriate, CHEQUE MOTIVA, are responsible for:

- the veracity of the data provided by the Participants in the Promotion.
- of any incident that may occur during or after the installation process of the charging point and which is beyond Iberdrola's control. In this regard, Iberdrola assumes no further responsibility for the location of the charging point or for the electrical installation and location of the winning participant. From the time of installation of the charging point, IBERDROLA assumes no liability except for those expressly provided for in the contract formalised with the winning participant once the charging point has been installed, and the winning participant must hold IBERDROLA harmless.

Furthermore, with regards to the charging point, IBERDROLA will not be responsible for:

- Personal or material damage resulting from improper use or maintenance of the installation by the winner.
- Delays or impediment in the installation in the event of strikes, riots, serious weather events and other events of force majeure.
- incidents and events of any kind caused by a malfunction in the software (e.g. impossibility to communicate or deliver the Prizes, etc.) or incidents arising from causes such as a breakdown in the telephone, computer or electricity network, caused by natural external agents (atmospheric, climatological, or due to a deficient operation of the companies supplying these services).
- of the impossibility of registering any Participant in the Promotion due to an error in the capture of their data or as a consequence of the inclusion of information that, where applicable, is incomplete, erroneous or false.
- of incidents arising from cases of force majeure.

11.- RESERVES AND LIMITATIONS

11.1. IBERDROLA reserves the right to modify, suspend or cancel this Promotion when it understands that there is just cause or reasons of force majeure that prevent it from being carried out in

accordance with the terms and conditions set forth in these Terms and Conditions.

11.2. IBERDROLA may cancel or declare this Promotion null and void if it detects irregularities in the process of participation by the Participants.

11.3. IBERDROLA intends that the participation of the Participants in the Promotion be carried out on an equal opportunity basis and with strict respect for the rules of good faith. Therefore, any conduct that, in IBERDROLA's opinion, may be considered abusive or fraudulent, may lead to the disqualification of Participants and the loss of the prize that may have corresponded to them in the event of fraud or deceit.

11.4. Participants expressly consent that, by the mere fact of participating in this Promotion, IBERDROLA may use their personal or identifying data for commercial and/or advertising purposes, without any territorial or time limitation whatsoever, and without any remuneration being generated in their favour.

11.5. The Promotion is not sponsored, endorsed, managed or associated in any way with any social network on which it may be communicated.

13.- APPLICABLE LAW AND JURISDICTION

IBERDROLA promotions are governed by the legislation in force in Spain.

For any dispute that may arise in the interpretation and application of these Legal Terms and Conditions, both IBERDROLA and the Participants in this Promotion expressly submit to the Jurisdiction of the Courts and Tribunals of Madrid, waiving their own jurisdiction, if any.

14.- CONTACT

For any questions or queries regarding this Promotion and its Terms and Conditions, Participants may contact IBERDROLA via the following email: clientes@tuiberdrola.es

15.- ACCEPTANCE OF THE TERMS AND CONDITIONS

Participants are informed that the simple fact of taking part in the Promotion implies full acceptance of these Terms and Conditions. Any statement to the contrary by Participants shall imply their exclusion from the Promotion and IBERDROLA shall be released from the fulfilment of the obligation contracted with said Participants.

16.- PUBLICATION AND ACCESS TERMS AND CONDITIONS

These Terms and Conditions are deposited and notarised at the Notary Office of Mr. José Ángel Martínez Sanchiz located at calle Velázquez 12, Madrid. Likewise, at the time of signing up for the Plan, the customer is informed of the possibility of participating in this Promotion and is given

access to these Terms and Conditions, which may be consulted by the Participants at any time.

17.- PRIVACY NOTICE OF THE PRIZE DRAW

Iberdrola, in accordance with commercial legislation, undertakes to protect the privacy of the Participants, and guarantees them compliance with personal data protection legislation, in particular, the General Data Protection Regulation ('GDPR') and the personal **data** protection legislation applicable in each country in which the Iberdrola Group companies have their registered office. Your personal data will be processed lawfully, faithfully and transparently for specific, explicit, legitimate purposes, and only where appropriate, pertinent and limited to what is strictly necessary for the purposes for which it is processed.

Furthermore, Iberdrola will keep the Participants' data accurate and updated. The data will be stored to allow your identification only for the time necessary to comply with the purposes for which it is processed.

Iberdrola has implemented the necessary technical and organisational measures to protect Participants' data from accidental loss or unauthorised alteration, access, use or disclosure, having also established procedures to respond to any security incident that could affect your personal data.

What personal data do we collect and process?

The personal data of the Participants in the Promotion that Iberdrola processes are: name, surname and National Id/Foreign Residency card (DNI/NIE).

In the case of Participants who are winners of the Prize Draw, Iberdrola will additionally process: the telephone number, email address and mail address. This data will be provided by the participants when contracting an electricity plan and when completing the form in the event of being a winner.

Who is the data controller for your personal data?

The data controller of the Participant's personal data is Iberdrola Clientes, S.A.U., with registered office at Plaza Euskadi 5, 48009 Bilbao, and CIF (Tax ID Number) A-95758389. You may contact the Data Protection Officer in relation to any question regarding the processing of the Participants' personal data by sending an e-mail to dpo@iberdrola.es

What will we process your personal data for?

The information provided by Participants when signing up for the Plan and registering their participation in this Promotion by means of the information provided in the registration form will be processed for the following purposes:

- a) Management of participation in the Promotion and its organisation and logistics;
- b) Management of the delivery of prizes to the winners of the Prize Draw.
- c) In the event of prior express consent of the Participants, the sending of commercial communications on IBERDROLA products, in the event that the participants give their consent.

What is the legal basis for processing your data?

The legal basis for the processing of Participants' personal data for the purposes indicated in sections a and b) above is the execution of these terms and conditions governing their participation in the Promotion, which Participants accept when they register for the Promotion. The legal basis for the processing of your personal data for the purpose indicated in section c) is consent.

How long do we keep Participants' data for?

In turn, the personal data processed for purpose a) above will be kept for the duration of the Participants' participation in this Promotion and until the prize is awarded.

Personal data processed for purpose b) will be retained in accordance with the periods established in the applicable tax regulations. Finally, the data collected for the purposes of commercial communications, purpose c) will be kept for 2 years after the collection of the data.

In the event that Participants exercise their right to object to processing a) and b), their participation in this Promotion will be terminated and the personal data processed will be deleted immediately, without prejudice to the blocking periods detailed below. However, once the periods mentioned in the preceding paragraphs have elapsed, the data will be kept, duly blocked, during the periods of limitation of (i) the legal **obligations** to which Iberdrola may be subject **and (ii) the possible legal** liabilities arising from the relationship established with the interested parties and the consequent processing of their personal data.

To whom will your data be disclosed?

Participant's data may also be communicated to third parties and official bodies in compliance with legal obligations or to comply with the requirements of regulatory, judicial, tax (Tax Administration) or other authorities.

Likewise, Participants' data will be accessible by external service providers related to the management and organisation of this Promotion (CHEQUE MOTIVA S.L.) with whom IBERDROLA has signed the legally required contracts that guarantee the fulfilment of their obligations as data processors.

What are the Participants' rights?

The Participants have the right to access their personal data subject to processing, as well as to request the rectification of inaccurate data or, where appropriate, to request their deletion when the data are no longer necessary for the purposes for which they were collected. You also have the right to object to or restrict the processing of the data, and its portability. In cases where the processing of your data is based on your consent, you may withdraw such consent at any time, though not retroactively.

Participants may submit their requests to exercise their rights by writing to IBERDROLA CLIENTES, S.A.U. – Att. Data Protection Officer, Apartado de correos No. 1732, 28080 Madrid, Spain, or through any other IBERDROLA channel: Customer Services Telephone Number at 900 225 235; email at protecciondatos.comercial@iberdrola.es; My Customer Area' within www.iberdrola.es, as well as at

any of the Customer Service Points, indicating your identification data, contact address or e-mail address, reasons for the request and the "MERCEDES BENZ EQA electric car + Charging Point Prize Draw". Please note that you can also file a complaint with the Spanish Data Protection Agency (www.aepd.es) or the equivalent control authority.