

**LEGAL RULES OF THE “AMAZON GIFT CARD  
PROMOTION” DRAWING FOR CUSTOMERS OF  
CAIXABANK'S HOLABANK CLUB**  
**Amazon gift cards valued at €120 each**

BY PARTICIPATING IN THE “DIRECT GIFT PROMOTION FOR CUSTOMERS OF CAIXABANK'S HOLABANK CLUB - Amazon gift cards valued at €120 each” DRAWING (HEREINAFTER, THE “PROMOTION”), YOU ACCEPT THESE LEGAL RULES. THUS, PLEASE READ THE FOLLOWING CONDITIONS IN DETAIL BEFORE PARTICIPATING.

**ONE: ORGANISING COMPANY AND PURPOSE**

The company Multiasistencia S.A.U, whose TIN is A-82261553 and whose address is at Calle Ronda de Poniente, No. 7, Tres Cantos (Madrid), 28760 (hereinafter, “MA”), is announcing this promotion in the form of a free drawing (hereinafter, the "promotion") at a national level and in which all those who meet the requirements stipulated in section six hereof may participate.

The participants who meet the requirements of these rules will be included in the drawing for:

**PRIZES**

- Twelve (12) gift cards valued at one hundred and twenty euros (€120) each, redeemable on Amazon.

The terms and conditions of use for Amazon.es Gift Cards will also apply in order for you to use these gift cards. Said terms and conditions can be consulted at the following link: [https://www.amazon.es/gp/help/customer/display.html/ref=s9\\_acss\\_bw\\_cg\\_GCBCDTM\\_md1\\_w?nodeId=200656270](https://www.amazon.es/gp/help/customer/display.html/ref=s9_acss_bw_cg_GCBCDTM_md1_w?nodeId=200656270)

For any questions or queries related to these legal rules, MA makes the following email address available to participants: [holabankclub@multiasistencia.com](mailto:holabankclub@multiasistencia.com).

**TWO: TERM**

The promotion will start on April 24, 2023 at 00:00 (GTM+2) and will end on September 30 of the same year at 23:59 (GTM+2). Entries received outside of this period will not be taken into account.

**THREE: DRAWING**

Once the deadline for participation in the promotion has passed, a drawing will be held on **October 5, 2023** before a notary, Mr. David del Arco Ramos, at the following address: Avenida de Viñuelas 10, 12, in Tres Cantos, Madrid.

The drawing will be carried out before a notary public and will entail the random selection of winners from the list of participants, extracting twelve (12) winners and sixty (60) backup winners to be called in the event that the winners cannot enjoy the prize for any reason.

## **FOUR: WINNERS**

Those who have been selected as winners in accordance with these rules will be able to access the prizes. MA may require winners to certify their eligibility to participate in the promotion.

Each of the winners can aspire to a single prize only. If the same individual is selected as a winner on more than one occasion, another participant will be drawn and so on until all the winners and backup winners have been selected.

Once the drawing has been held, MA will contact the winners on the day of the drawing to inform them of their status as winners. Contact will be established by means of the mobile phone number that we have in our database. Likewise, the winners of the drawing will be published on the HOLABANK CLUB webpage (<https://club.holabank.es/es>).

Each winner will have to confirm acceptance or rejection of the prize at the time of the telephone contact made by MA.

In the event that, at that time, the winner does not want or cannot accept the prize in accordance with the conditions stipulated in these rules, MA will contact the winner again by telephone within a maximum period of forty-eight (48) hours to be counted from the date of the first telephone contact so that the winner may expressly state their acceptance or rejection of the prize.

In the event that, in the second telephone contact attempt, the winner does not expressly state their acceptance or rejection of the prize, it will be understood that the participant has rejected the prize, with MA being able to make use thereof by awarding the prize to the corresponding backup winner in the order drawn during the drawing carried out before a notary.

In the event that the winner cannot be contacted within twenty (20) business days after the drawing is held, they will lose their status as winner. In these cases, the next person on the list of backup winners obtained before a notary public will be notified as a winner.

## **FIVE: USE**

The twelve (12) Amazon cards have an expiration date of 10 years; thus, that the winners can use their prize whenever they want before the indicated expiration date.

## **SIX: PARTICIPATION**

Only those who have expressed their consent to participate in the promotion and who have also used (as members of the "HolaBank Club" programme and after accepting MA's terms and conditions) any of the services provided by MA as part of the HolaBank Club may participate in the promotion. An additional requirement for participation in the promotion is to be a CaixaBank customer.

Participants will obtain one entry in the drawing for each service requested, with it being possible to accumulate more than one entry. Having said that, the accumulation of prizes is not possible; that is, each participant will only be eligible to win one gift card.

MA reserves the right to exclude participants who do not meet the promotion's requirements and/or who, in MA's opinion, have failed to comply with any other provision of these legal rules.

Participants may likewise be excluded if they violate the rules of good faith and/or try to trick, alter, or disable the proper operation and normal, regulatory course of the promotion.

## **SEVEN: DATA PROTECTION**

The data provided by the participants must be truthful, accurate, and up to date, as said data are essential for participation in the promotion. In the event that the data provided are false, MA may eliminate the participant from the promotion, even if the participant is the winner.

The personal data that the participant provides will be processed by MA in order to manage participation in the drawing, contact the participant in the event that he/she is the winner of said drawing, manage the delivery of the prize, as well as fulfil any tax obligations or obligations of any other nature that are applicable in relation to the drawing. Specifically, the participant's first name, surname(s), national ID number, and contact telephone number will be processed. The legal grounds for data processing is the acceptance of participation in the promotion, which in turn implies the acceptance of the legal rules governing participation. In any case, failure to provide your personal data may make it impossible for us to process your specific request to participate in this drawing. Said personal data will be kept for the duration of the promotion. Thus, the data will be deleted at the time of the promotion's completion or when it is no longer needed for the purposes described herein – including compliance with applicable legal obligations. Likewise, we hereby inform you that your data may be transferred to certain entities that may collaborate in the delivery of prizes, such as Amazon Spain Services, S.L. Your data may also, if applicable, be transferred to the government for the fulfilment of legal obligations.

Participants, at any time, may exercise their rights to access their data, rectify their data, delete their data, limit processing of their data, and request the portability of their data. Likewise, if applicable, participants may exercise their right to not be the subject of a decision based solely on automated processing – including the preparation of profiles based on the data collected. These rights can be exercised by writing to the Data Protection Officer (DPD) who works for the data controller. Said individual can be reached via the email address [privacy@multiasistencia.com](mailto:privacy@multiasistencia.com) and/or [dpd@multiasistencia.com](mailto:dpd@multiasistencia.com) or via the postal address Ronda de Poniente, 7, 28760, Tres Cantos (Madrid). More specifically, we hereby inform you that you can file a claim with the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)) if you feel unsatisfied in the exercise of your rights, although we recommend that you contact our Data Protection Officer first in order to resolve the possible situation or conflict.

## **EIGHT: AUTHORISATION TO USE NAME AND IMAGE RIGHTS; TRANSFER OF INTELLECTUAL PROPERTY**

By accepting these legal rules and participating in the promotion, the participants hereby authorise MA to publish their image (image, voice, and graphic representation) in any form and through any media and/or on any material (including the internet), doing so in order to advertise and make this promotion known, as well as its results. The aforementioned can likewise be done for any reasonable promotional purpose, via any media or means of communication (the internet or others) which allows one to publicly publish, insert, disseminate, reproduce, disclose, communicate, and exploit the promotion and the image of MA as its organiser – all without any type of limitation in time or in territorial scope and without giving rise to any type of remuneration or consideration to the participant from the promotion's organiser. This authorisation is hereby granted under Organic Law 1/1982, of May 5, on Civil Protection of the Right to Honour, Personal and Family Privacy, and One's Own Image. Thus, said authorisation will be revocable at any time – notwithstanding, as applicable, compensation for damages (including material reliance/inducement) incurred by the promotion's organiser.

In addition, winners, by accepting their prize, give their consent so that their image, voice, name, and surname(s) may be published and disclosed by MA on the HolaBank Club website.

## **NINE: EXEMPTION OF LIABILITY**

MA is exempt from any liability arising from any circumstances attributable to third parties, regardless of the cause. This includes, for example, the malfunction of computer equipment or electronic communications networks – and, especially, MA is exempt from liability for external acts of bad faith which could affect the functioning of the promotion's mechanics. This includes (with this list not meant to be limiting in nature) mechanics such as the selection of the winners, the management of the promotion, and the acceptance and/or delivery of the prize. MA will likewise not be liable for transmission problems or loss of data not attributable thereto, nor for any services provided by third-party companies in relationship with the promotion and its implementation.

In the same sense, MA will not, under any circumstances, be held liable for any claims and/or damages of any nature (whether direct, indirect, and/or circumstantial, immediate or deferred), responsibility, loss, cost, or expense that may arise in conjunction with (or as result of) the promotion and/or the enjoyment of the prize.

In the event of any natural disaster or force majeure arising which keeps the promotion from being carried out and, in particular, which makes it impossible to undertake the promotion, MA will put an end thereto – a situation that would be made known to the participants in an acceptable manner as soon as possible. In any case, the participants hereby waive their right to file any claims, lawsuits, and/or or civil, commercial, criminal, or administrative cases, or to take any other type of action against MA. This includes claims and the like pursuing any type of liability and/or penalty, including compensation of any nature, costs incurred, or any another type of indemnification or redress.

## **TEN: GENERAL CONDITIONS**

The rules of this promotion will be available to anyone interested therein at the offices of the notary, Mr. David del Arco Ramos, at the following address: Avenida de Viñuelas 10, 12, Tres Cantos, Madrid.

The awarding of the prize will have the tax effects provided for by current legislation. To this end, in accordance with applicable law, the winners will be solely responsible for the fiscal repercussions that the acceptance of the prize could have on their tax return – this will be, under all circumstances, at the expense of each winner.

## **ELEVEN: CONFLICTS AND APPLICABLE LAW**

In the event of a discrepancy in the interpretation of these rules, the courts of the city of Madrid will be competent to hear any disputes that may arise, with MA and the participants expressly waiving their right to any other jurisdiction that may correspond thereto.

All participants in the contest, by simply participating in the drawing, accept the rules of this promotion and the norms that govern its processing.

Madrid, April 21, 2023.