

# Terms and conditions for the promotion

## “June Gold Credit Card: Glovo + Michelin experience”

### (Phase 1 is extended)

Banco de Sabadell, S.A. (hereinafter, “**the Bank**”) is running a promotion, with the support of Mastercard Europe S.A., aimed exclusively at Bank customers who have received a digital notification inviting them to participate in the “June Gold Credit Card: Glovo + Michelin Experience” campaign (hereinafter, the “**Promotion**”), which will be governed by the following Terms and Conditions (hereinafter, the “**Terms and Conditions**”).

These Terms and Conditions replace and render ineffective the Terms and Conditions published previously and filed with a Notary (for Gold cards taken out between 02/06/2025 and 16/06/2025) of this Promotion, which shall be understood for all intents and purposes as a single Promotion, governed from these provisions.

#### 1. Products and brands subject to the Promotion

The purpose of this promotion is to encourage customers to sign up for and use the Gold Mastercard credit card issued by the Bank (hereinafter, ‘the **Card**’) for the payment for the purchase of goods and services in physical stores and online, in this country and abroad.

#### 2. Participants

The Promotion is aimed at individuals over the age of 18 who are resident in Spain, are already customers of the Bank, and receive a communication inviting them to participate in the Promotion to sign up for a Gold Mastercard credit card, add it to one of the mobile payment platforms (Google Pay, Apple Pay, or Samsung Pay) (hereinafter, “**enrolling the Card**”) and use it within the promotional period, in accordance with the conditions set out in section 3 below.

Customers who meet the requirements and conditions set out in these Terms and Conditions (hereinafter, the “**Participants**”) will be eligible for a direct prize of ten euros (€10) discount on the Glovo platform, as well as participation in the draw for ten (10) Michelin experiences, which will be held before a Notary on the dates and under the circumstances detailed below (hereinafter, the “**Draw**”).

#### 3. Promotion validity dates and mechanics.

The Promotion shall be valid from 00:00 (midnight) on 02/06/2025 until 11:59:59 pm on 31/08/2025, Spanish mainland time (hereinafter, the “**Promotional period**”).

Once the Promotion has begun, the Validity Period is divided into two phases, depending on its purpose:

##### 3.1. Phase 1: Contracting and enrolling the Card

Customers of the Bank who are invited to participate in this first phase and who, **between 02/06/2025 and 30/06/2025** (the ‘**First Phase**’), correctly fulfil the following two conditions will participate in this first phase:

1. Sign up for a **Banco Sabadell Gold Mastercard credit card, which will have zero issue and maintenance fees during the first and subsequent years**. The Card conditions established in this Promotion shall prevail, in the event of any discrepancy, over the conditions set out in the Gold credit card contract signed by the customer.
2. Enrol the Card in one of the mobile payment platforms available through the Bank (Google Pay, Apple Pay, or Samsung Pay).

All Participants who, during the “extended first phase”, fulfil points 1 and 2 will receive a direct prize of ten euros (€10) discount to use on the Glovo Platform, as further detailed in section 4.1 below.

Only new contracts of **Banco Sabadell Gold Mastercard credit cards** made during the **First Phase** of the Validity Period will be eligible.

Customer data that are inaccurate or not current and valid as of the required date during the Promotion, the draw, and prize delivery shall be deemed invalid. Participants grant Banco Sabadell permission to carry out necessary checks of their identity and the data provided for these purposes.

Any false statement or evidence suggesting false identity will result in immediate disqualification of the Participant and, if applicable, the obligation to return the prize if already awarded.

The Bank **reserves the right to extend the deadline established for the First Phase**. Such an extension will be communicated via a digital message sent by email and/or through the Bank's mobile application to those recipients of the initial Promotion communication.

### 3.2. Phase 2: Use of the card

Participants in this **second phase of the promotion** will be those customers who have successfully contracted and registered the Gold Mastercard credit card during the first phase of the promotional period and, in addition, **make a minimum of 10 purchases of any amount** using the new Card **between 02/06/2025 and 31/08/2025** (hereinafter, the **"Second Phase"**). For every 10 purchases made with the card, customers will receive 1 entry into the Prize Draw described below, with no limit on the number of entries.

All customers who meet the conditions will be entitled to participate in the Prize Draw for **10 Michelin experiences**, as defined below in section 4. 2) in these Term and Conditions.

Any false statement or evidence of false identity will result in the immediate disqualification of the participant. In such a case, the prize will be awarded to the next person among the designated alternates who meets the valid conditions for participation in accordance with the rules detailed below.

A valid **"purchase"** shall be understood as any transaction made with the **Gold Mastercard credit card** for the acquisition of a good or the payment for a service of consumption in a physical and/or online store, expressly excluding the payment of financing transactions, even though such may be settled as a "purchase". Cancelled or refunded transactions, wallet top-ups and other means of payment, payments related to the purchase of cryptocurrency 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.

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 owed to the Bank, have initiated any court, arbitration or administrative proceeding against the Bank or are in any situation of irregularity before 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 3.2 of these Terms and Conditions are expressly excluded from participation.
- Customers who were considered non-residents in Spain, in accordance with current tax regulations, during the promotion period.

In both phases of the Promotion, it is essential to have received notification of the Promotion from the Bank.

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.

#### 4. Description of the awards

The Promotion Participants may opt for one of the following prizes:

##### 4.1) €10 off on Glovo

Promotional code to be used on the Glovo Platform with a retail price of ten euros (€10.00) including VAT, to be redeemed on the GLOVO app when placing any order.

##### 4.2) Participation in a draw for 10 Michelin Priceless Mastercard experiences

All Participants who, during the Validity Period, have met the requirements set out in section 3.2 (card use phase) will receive as many entries as they are entitled to.

The prize includes:

- Priceless dining experience for two people, choosing from six Michelin-starred restaurants: Madrid (VelascoAbellà), Barcelona (Alkimia), Bilbao (Ola), Valencia (La Salita), Málaga (José Carlos García) and Pontevedra (Casa Solla).
- Welcome and presence of the chef\* and his team
- Extended seasonal tasting menu
- Exclusively designed wine pairing
- Personalised service during the experience
- Exclusive gift from the restaurant
- One night in a four-star hotel with breakfast included, in the city where the experience takes place.
- Return transport by air (\*\*) or train in economy class to Madrid, Barcelona, Bilbao, Valencia, Málaga, or Pontevedra/Vigo, depending on the selection of available Michelin-starred restaurants.

\*Subject to availability.

\*\*Only includes hand luggage in the cabin.

Dates on which fairs or sporting events are to be held in the destination cities are excluded, and those which may entail a significant increase in the indicated cost.

Furthermore, the 'Priceless Michelin Experiences', including their description, duration and content, are subject to availability at the time of booking, depending on the dates of the prize award and the dates chosen by the winner to enjoy it.

Transport or travel expenses from the prize winner's home to the airport or station, as well as any other transport within the same city, meals, or, in general, any other costs not expressly stated above are not included.

The Bank reserves the right to modify the aforementioned Packs, including new hotels or restaurants, or modifying and replacing any of those mentioned with other different ones, always with similar characteristics.

The Pack is valued at £2,329.25 including VAT.

This prize is valid until 28/02/2026, and reservations must be made at least two (2) months in advance, meaning that reservations must be requested before 31/12/2025. Failure to comply with the aforementioned deadlines will result in the winners losing their right to enjoy the prize.

## 5. Draw before a Notary

**The draw before a notary** will take place on **19 September 2025** at the Notary Office of the Association of Notaries of Madrid, Ms Palmira Delgado Martín, located at Calle Juan Bravo No. 32, 1.º derecha, 28006 Madrid.

Once the Second Phase of the Promotion Period has ended, each Participant who meets the above requirements will be assigned entries for the Draw, according to the criteria set forth in section 3.2 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 accurately 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 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 computer support to be used for the Draw shall be a conventional computer. The winners of the Draw (hereinafter the “**Winners**” or “**Winners**”) shall be obtained by the random combination system of the successive section, through the computer application provided by the Notary.

This system, under the Notary’s supervision, will randomly select 10 winners of the Prizes defined in section 4.2 of these Terms and Conditions, and 20 alternates who will be kept in reserve. The Notary will draw up the minutes of the Draw with the ordered list of the entries selected by the tool for the 10 Winners, and the 20 for the Winner’s alternates who will be presented according to an order also randomly generated by the computer system.

No Participant may win more than one **prize**. If such a circumstance occurs, the **prize** shall be automatically assigned to the next substitute in order of selection in the Draw.

The prize winner shall be the natural person listed as the holder of the **Banco Sabadell Mastercard Gold credit card** who has met the requirements to participate in the Draw. The Bank will inform the **Winners** by telephone call (which will be recorded and will be binding for all purposes), or email and any other contact details that the holder has provided to the Bank as a means of communication, informing them of the prize won and other circumstances relating to its enjoyment.

**Mastercard Cards** must be currently valid and operational and both the cardholder and the card contract holder, if different, 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. If the winner is found to have failed to meet any of these requirements before the Prize is delivered, the persons listed in the minutes will be called in the order set forth therein until the **prize** is finally delivered. If all substitutes are exhausted and delivery is not possible, the **prize** will be declared void.

The Bank will retain the computerised files containing records of all the clients who meet the requirements set forth in these Terms and Conditions and who enter the Draw, for a period of thirty (30) calendar days from the date on which it is held, in order to be able to attend to any request for verification of the requested participation, unless, in accordance with personal data protection regulations, they must be retained for a longer period.

## **6. Notification of Winners, and delivery and instructions for enjoying the prizes.**

The communication of the prizes and the delivery and enjoyment of them will be done differently for each of the two types of prizes in the promotion:

### **6.1) €10 discount on Glovo (Glovo Voucher):**

Once the Bank has verified the details of the Winners of the guaranteed prizes described in heading a) of section 5 of these Terms and Conditions, and their compliance with all the requirements of this Promotion, they will be notified of their status as Winners during the month of July 2025, via email, which will include an alphanumeric code that will allow them to redeem or exchange their discount voucher, with precise instructions for its use. This voucher will be valid for use until 30/10/2025.

Such contact will be made via the email addresses provided by the participants and recorded in the Bank's files. In the event that any Winner waives the prize, cannot be located or does not meet the requirements of the Terms and Conditions, the prize will be declared void.

In no case shall the loss or waiver of the status of the winner or the prize mean the right of the Winners to obtain any other type of compensation, indemnity or item of similar value.

Glovo coupons cannot be recharged, resold, transferred for a value, redeemed for cash or used with another account. The Bank is not responsible for the loss, theft, destruction or unauthorised use of the Promotional Coupons.

The Bank reserves the right to replace the aforementioned prizes with others of similar characteristics and value, due to circumstances caused by third parties beyond the Bank's control. Once defined by the Bank, the prizes may not be replaced by any other prizes, nor any equivalent value, exchange or financial compensation at the time of collection.

### **6.2) Mastercard Michelin-starred Priceless Dining Experience**

The Bank will notify the Winner of their prize within ten business days after the Draw before a Notary, via a telephone call and/or email, using the contact details that participants have provided to the Bank as their preferred means of communication. In the event that the Winner waives the Prize, cannot be located within a maximum period of ten (10) calendar days from the awarding of the Prize, or does not meet the requirements of the Terms and Conditions, a substitute will be selected in the order of selection of the tool used by the Notary.

Once the first contact has been made with the Winner, he/she will have a maximum period of 5 business days to contact the Bank in order to express his/her willingness to accept the prize, in which case, they must return the prize acceptance letter, duly signed and completed in all sections, including all tax information for income tax purposes, and signed together with a copy of their valid national identity/tax ID document (DNI/NIF) or passport, to the designated email address.

The Bank will deem as NON-ACCEPTANCE OF THE PRIZE (WAIVER):

- The return of the letter of acceptance NOT signed by the Winner. Conditional or limited acceptances will not be valid.
- Failure to submit the duly completed and signed prize acceptance letter and/or accompanying documentation within the specified 5 business day period, or failure to correct any potential defect detected by the bank in the aforementioned period, within 24 hours of being expressly requested to do so.

In the event that the Winner or any substitute waives the prize, cannot be located within a maximum period of ten (10) calendar days from the awarding of the Prize, or does not meet the requirements, the same procedure will be followed, selecting the next substitute from the list. The prize may be declared void if the list of substitutes is exhausted and it is not possible to award the prize under the established conditions.



The Bank reserves the right not to award the prize to a person other than the Winner or his/her legal representative.

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 under the specified conditions, and it cannot be exchanged for cash under any circumstances.

In no case shall the loss or waiver of the status of Winner or the Prize result in any right of the Winners to obtain any other type of compensation, indemnity or item of similar value.

The prize acceptance letter sent by the Bank must contain the Winner's express authorisation for the company iDonika to access and process the personal data necessary for the management of the delivery of the prize and the Agency CROMÁTICA COMUNICACIÓN VISUAL, S.L., as a collaborating agency in charge of managing on behalf of the Winner the payment of income tax to the Spanish Tax Authority in compliance with the provisions set forth in sections 10 and 11 herein.

Once the Prize has been accepted by the Winner under the established Terms and Conditions, the Bank will inform the Winner of the method of delivery of the Prize by email, indicating that they must send an email to the collaborating agency IDONIKA GMBA, S.L., with Tax ID B-86795911 (hereinafter "Idónika"), at [pricelessmadrid@idonika.com](mailto:pricelessmadrid@idonika.com), as the entity designated to manage the transport, hotels and restaurants bookings, as well as any related queries or incidents, and for that sole purpose, identifying themselves as the Winner of this Promotion and providing the following information (Winner and companion): full name, ID, date of birth, city of origin and city of destination, travel dates (3 or 4 in order of preference), dining venue chosen from the 6 available, any food intolerances or allergies, and their choice of lunch or dinner service.

The prize is exclusively for two people. The Winner must be of legal age and their companion must be at least 14 years old. If the companion is a minor, the winner must be their parent or legal guardian.

Once completed the previously described process, the collaborating agency iDÓNIKA will handle the delivery of the prize and make the bookings based on availability on the requested dates, offering alternatives if necessary.

Idónika will directly resolve with the Winner any issues or queries that arise during the booking management process.

Once the booking has been confirmed by the Winner, no changes or cancellations will be permitted and the Prize will be personal and non-transferable for the beneficiary Participant to enjoy, with no option for exchange or replacement compensation of any kind.

The inability to enjoy the prize due to illness, sick leave, or any other circumstance not attributable to the Bank will result in the loss of the prize and will not give rise to any compensation.

The Bank reserves the right to replace the aforementioned prize with another of similar characteristics and value, due to causes beyond the Bank's control. Once defined, the prize cannot be replaced by any other, nor will it be subject to any equivalent value, exchange or financial compensation at the time it is collected or delivered, and the Winner is strictly prohibited from selling or transferring it to third parties by any means, except with the Bank's express prior authorisation.

The status of Winner of this prize will be void in the following cases: a) incomplete or incorrect identification, b) failure to comply with the requirements set forth in these Terms and Conditions, c) impossibility of being located, d) impossibility of substantiating the ownership of the corresponding "Card" at the time of delivery of the prize, e) if a Card is awarded whose cardholder or, if different, contract holder is in arrears, pre-litigation, or default with the card-issuing entity, or f) in the event the winner waives the prize.

## **7. What does accepting the Terms and Conditions entail, and where can they be viewed?**

Participation in the Promotion and access to any of the prizes, regardless of their type, entails acceptance and compliance with the Terms and Conditions set out in the Terms and Conditions.

As a Participant, you must follow any instructions that may be issued by the Bank.

The Terms and Conditions of this Promotion are filed with and notarised by the Notary of the Association of Notaries of Madrid Ms. Palmira Delgado Martín, at the Notary's office located at Calle Juan Bravo No. 32, 1º Derecha, 28006 Madrid. The Draw shall be conducted by this notary. They will likewise be filed in the Notarial Archive of Competition Rules (ÁBACO in its Spanish initials), a general service offered by the General Council of Notaries and published on [www.notariado.org/ABACO](http://www.notariado.org/ABACO), available for consultation by the general public.

The Bank may change, cancel or suspend the Promotion due to force majeure beyond its control, and undertakes to inform the Participants of such circumstance as soon as possible.

In the event that any clause of these Terms and Conditions is declared null or invalid, the remaining unaffected clauses shall remain in force.

## **8. Fraud**

Should the Bank somehow detect an anomaly or suspect that a Participant or a third party is preventing the normal course of the Promotion, it may unilaterally exclude the participation of that Participant. For these purposes, the Bank has enabled the necessary technological means to detect any possible fraudulent, anomalous or malicious action that attempts to tamper with the participation with the aim of illicitly obtaining the prize. Therefore, the Bank reserves the right to remove from the register any participant who shows or is suspected of irregular action in the sense described.

The Bank reserves the right to disqualify the Participant, at its sole discretion, if it considers that he or she has manipulated, attempted to manipulate the Promotion or breaches any of the terms and conditions set forth in these Terms and Conditions.

## **9. What is the BANK's liability in this Promotion?**

The Bank is not liable for any loss, harm, theft, delay or any other circumstance attributable to third parties or the Internet that may affect one's participation in this Promotion.

The Bank reserves the right to cancel any entry or bar any Participant if there are suspicions of improper manipulation of the Promotion.

Furthermore, the Bank shall not be held liable for damages of any kind that, despite the security measures adopted, may be result from the improper use of the services and content by the participants, and, in particular, although not exclusively, for damages of any kind that may be due to the impersonation of a third party by a user in any kind of communication made.

The Winner who is awarded the prize provided for in section 4.2) of these Terms and Conditions must follow the instructions given by the providers of the services offered, as well as the rules and conditions that regulate their use and enjoyment that may be dictated by the service provider. The Bank shall in no way be liable for any incident or deficiency in the provision of the service by the service providers, so any and all claims must be directed to the establishments or final providers of the service, restaurant, transport company or the Hotel chosen by the participant to enjoy their "Michelin-starred Priceless Dining Experience" prize.

Each service provider is also exclusively liable 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 liable 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, holding the Bank harmless against any possible claims.

## 10. Taxation

The value of the prizes offered under this promotion is subject to current tax law.

- The direct “Glovo Voucher” prize constitutes a capital gain to be included in the beneficiary’s General Personal Income Tax Base; it is not subject to tax on account under article 75.3.f) of the Personal Income Tax Regulations.
- The prize consisting of a **“Priceless Michelin Experience” pack** is subject to taxation in the winner’s Personal Income Tax return as a capital gain of the General Tax Base. In accordance with 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. For these purposes, the withholding tax rate established at any given time by applicable legislation shall be applied (currently 19%).

For this purpose, CROMÁTIKA COMUNICACIÓN VISUAL, S.L., with Tax ID B84216795, with registered office at Calle San Germán, 44, 28020, Madrid (“Cromátika”), as Mastercard’s collaborating agency, will be responsible, at its own expense, for making the corresponding payment to the Spanish Tax Authority on behalf of the prize winner and for issuing the corresponding certificate for legal purposes.

Neither the Bank, Mastercard, nor CROMÁTIKA (Mastercard’s partner agency) shall be held liable for any tax implications that the acceptance of the prize may have on the winner’s tax situation, which will be their sole responsibility, with both parties held harmless of any liability.

## 11. Personal Data Processing

The data controller for personal data processing is Banco de Sabadell, S.A., with registered office at Plaça Sant Roc, número 20 (08201) Sabadell, registered in the Mercantile Registry of Barcelona, tomo/I.R.U.S. 1000152932861, folio 873, hoja B-1561, NIF A08000143.

The purpose is the management and control of participation in the Promotion and the actions and operations deriving from it, which may involve sending electronic communications or contacting the data subject through the location data provided.

Similarly, 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 shall be disclosed to the following service-providing companies that need to be contracted to enjoy the gift:

- IDONIKA GMBA, S.L., with Tax ID Number B-86795911, is the entity designated to manage reservations at restaurants, hotels, and transport companies, as well as any queries or incidents related to them, and for that sole purpose, with the WINNERS providing Idónika with any other information required for that purpose.



- CROMÁTICA COMUNICACIÓN VISUAL, S.L., with tax ID number (NIF) B84216795, registered office at Calle San Germán 44, 28020, Madrid (“Cromátika”), as a collaborating agency responsible for processing the acceptance of the prize and managing on behalf of the winner the payment of income tax to the Spanish Tax Authority in compliance with the provisions of the following 10 section of these terms and conditions.

The rights of access, rectification, objection, erasure, restriction and portability may be exercised in accordance with the provisions of EU Regulation 2016/679 and Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights by writing to the Bank’s Data Protection Rights unit, through its registered office or offices or via the following email address: [Ejercicioderechosprotecdatos@bancsabadell.com](mailto:Ejercicioderechosprotecdatos@bancsabadell.com).

Additional information can be found in the Annex published on the Bank’s website ([www.bancsabadell.com](http://www.bancsabadell.com), “Information for customers” section, “Annex with detailed information on personal data protection”). The participants and Winner of the prize that is the object of the draw may 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 owned by the Bank’s brands. Refusal to provide this consent to such processing of personal data will in no way condition the delivery of the prize, which is separate from it.

## **12. Applicable law and jurisdiction**

This promotion shall be governed by Spanish law and by the content of these Terms and Conditions. In the event of any disagreement or dispute arising in relation to the interpretation or execution of these Terms and Conditions, the Courts and Tribunals of Barcelona shall have jurisdiction.