

Terms and Conditions of the Promotion

"June Gold Credit Card: 10% cashback on purchases"

Banco de Sabadell, S.A. (hereinafter, "**the Bank**") is running a promotion aimed at the Bank's customers who are holders of the Sabadell Online Account and who have been invited through a digital communication to participate in the "June Gold Credit Card" campaign: 10% cashback on purchases."

1. Products of 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**") issued by the Bank among the Sabadell Online Account holders to pay for goods and services in physical stores and online, in Spain and abroad.

2. Participants

The Promotion is aimed at individuals over the age of 18 who are resident in Spain, are already Sabadell Online Account holders, and receive a communication inviting them to participate in the Promotion to sign up online for a Gold Mastercard credit card, and use it within the promotional period, in accordance with the conditions set out in section 3 below.

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. First Phase: Contracting of the Card

The Bank's customers who are invited to participate in this First Phase must meet the following condition **between 02/06/2025 and 30/06/2025:**

- They must sign up for a Banco Sabadell Gold Mastercard credit card, which shall 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.
- Only new contracts of Banco Sabadell Gold Mastercard credit cards made during the First Phase of the Validity Period shall be eligible.
- The Bank reserves the right to extend the deadline established for the First Phase. Such an extension shall 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. Second Phase: Card Use

Sabadell Online Account holders who have contracted the Gold Mastercard credit card during the First Promotional Phase shall participate in this Second Phase of the Promotion. The Bank shall give 10% cashback on the total amount of purchases made **between 02/06/2025 and 31/08/2025** with the Gold Mastercard credit card.

The total cashback obtained shall be limited to a maximum amount of €50 gross per Card and shall be credited to the Sabadell Online Account associated with the Gold Mastercard credit card in September 2025.



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 returned transactions, top-ups of wallets and other payment methods, and payments in respect of the purchase of cryptocurrency shall not be eligible for 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 cashback under any circumstances:

- 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.
- The Bank reserves the right to exclude from the Promotion anyone it believes to be ineligible or to have acted in bad faith.
- To receive the 10% cashback, the cards must be valid and operational and the Cardholder and/or the card agreement holder must not be in default with the Bank from the start of the offer and, if applicable, until the money is reimbursed.

4. 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/she has manipulated, attempted to manipulate the Promotion or breaches any of the terms and conditions set forth in these Terms and Conditions.

5. The Bank's liability 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 arise 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 identity theft of a third party by a user in any kind of communication made.

6. Taxation

The value of the prize offered under this promotion is subject to applicable tax legislation. The cashback of 10% of the purchases 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.



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

Banco de Sabadell, S.A., with registered office at Plaça de Sant Roc, 20, 08201 Sabadell, is responsible for processing personal data and shall process participants' data for the purpose of managing their participation in the Promotion and complying with the applicable legal obligations.

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:

<u>Ejercicioderechosprotecdatos@bancsabadell.com.</u>

Additional information can be found in the Annex published on the Bank's website (www.bancsabadell.com, "Information for customers" section "Annex with detailed information on personal data protection").

8. 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.